

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Agenda
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT-OF-WAY COMMITTEE
June 28, 2017
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 26, 2017

Requesting approval of the 04/26/17 minutes. **Action Item.**

TAB A

4. S.R. 408 (EASTMAR COMMONS PARTNERSHIP) PROJECT 408-128

(REFERENCE PROJECT 408-304) PARCEL 814 - *Deb Keeter, Dewberry*

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

TAB B

5. S.R. 429 (HENDERSON) WEKIVA PARKWAY PROJECT (PROJECT 429-202)
PARCELS 112 (PARTS A & B) / 712

Trippe Cheek, Winderweedle, Haines, et. al.

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

TAB C

6. S.R. 429 (BANK OF AMERICA, N.A.) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 259 - *David Shontz, Shutts & Bowen*

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

TAB D

7. S.R. 429 (MAHAFFEY) WEKIVA PARKWAY PROJECT (PROJECT 429-205)
PARCEL 288 – *David Shontz, Shutts & Bowen*

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

TAB E

8. S.R. 453 (BRACELAND) WEKIVA PARKWAY PROJECT (PROJECT 429-206)
PARCEL 312 – *David Shontz, Shutts & Bowen*

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

TAB F

9. S.R. 429 (DUKE ENERGY FLORIDA, LLC) WEKIVA PARKWAY PROJECT
(PROJECT 429-204) PARCELS 241, 242 AND 259

David Shontz, Shutts & Bowen

Requesting the Committee's recommendation for Board approval of the proposed Subordination of Easements Agreement. **Action Item.**

TAB G

(CONTINUED ON PAGE 2)

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10. **S.R. 453 (DUKE ENERGY FLORIDA, LLC) WEKIVA PARKWAY PROJECT (PROJECT 429-206) PARCELS 311, 312, 314, 315, 316, 319, 320, 322, 328, AND 335** – *David Shontz, Shutts & Bowen* TAB H
Requesting the Committee's recommendation for Board approval of the proposed Subordination of Easements Agreement. **Action Item.**
11. **S.R. 429 (SIMMONS, WATSON, AMERICAN FINANCE, LLC, BROWN, BRIDGES, AND YEOMANS) WEKIVA PARKWAY PROJECT (PROJECTS 429-203, 429-204 and 429-206) PARCELS 168, 179, 251, 258, 318 AND 319** TAB I
Linda Brehmer Lanosa, CFX
Requesting the Committee's recommendation for Board approval of the proposed settlement agreement as to expert fees and costs. **Action Item.**
12. **S.R. 429 (CIOCI) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCELS 169/869** – *Linda Brehmer Lanosa, CFX* TAB J
Requesting the Committee's recommendation for Board approval of the proposed settlement agreement. **Action Item.**
13. **S.R. 429 (TYSZKO) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 228** – *Linda Brehmer Lanosa, CFX* TAB K
Requesting the Committee's recommendation for Board approval of the proposed settlement agreement. **Action Item.**
14. **S.R. 429 (ARAN CARTER) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 253** – *Linda Brehmer Lanosa, CFX* TAB L
Requesting the Committee's recommendation for Board approval of the proposed Mediated Settlement Agreement. **Action Item.**
15. **S.R. 429 (MORRIS) WEKIVA PARKWAY PROJECT (PROJECT 429-205) PARCELS 287/887** – *Linda Brehmer Lanosa, CFX* TAB M
Requesting the Committee's recommendation for Board approval of the proposed settlement agreement as to expert fees and costs. **Action Item.**
16. **OTHER BUSINESS**
17. **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 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 26, 2017

Location: CFX Headquarters Boardroom
4974 ORL Tower Road
Orlando, Florida 32807

Committee Members Present:

Bob Babcock, Orange County Representative Alternate, Committee Chairman
Laurie Botts, City of Orlando Representative
Frank Raymond, Osceola County Representative
Neil Newton, Seminole County Representative Alternate
Christopher Murvin, Citizen Representative
Brendon Dedekind, Citizen Representative

Committee Member Not Present:

Sandy Minkoff, Lake County Representative

CFX Staff Present at Dais:

Joseph L. Passiatore, General Counsel
Laura Kelley, Executive Director
Linda S. Brehmer Lanosa, Deputy 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 Babcock.

Item 2: PUBLIC COMMENT

There was no public comment.

Item 3: APPROVAL OF MINUTES

Action: A motion was made by Mr. Raymond and seconded by Mr. Dedekind to approve the February 22, 2017 Right of Way Committee meeting minutes as presented.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote. Mr. Minkoff was not present.

Item 4: S.R. 429 (CFX) (PROJECT 604, 200, 200A) & S.R. 414 (PROJECT 210)

Ms. Keeter with Dewberry, CFX's General Engineering Consultant, is requesting the Committee's direction regarding jurisdictional right of way transfer with the City of Apopka. She provided the Committee with the background of the projects for which CFX purchased these properties; including the realignment of Ocoee Apopka Road as part of the S.R. 429 and S.R. 414.

CFX would like to transfer these portions of road right of way and pond to the City of Apopka to eliminate maintenance and reduce liabilities. The transfers would be subject to easements in favor of CFX for bridge crossings.

The Committee inquired as to reverter rights by CFX. Discussion ensued regarding Orange County owning portions of the property. The City of Apopka cannot convey CFX air rights on portions of the Ocoee Apopka Road that are owned by Orange County. Ms. Keeter explained that Orange County is working with the City of Apopka.

Ms. Botts recommended that approval be subject to the inclusion of additional language reserving future air rights from the City of Apopka.

Action: A motion was made by Ms. Botts and seconded by Mr. Murvin for staff to proceed with preparing the necessary documentation for review and consideration at next month's Committee meeting, subject to the inclusion of air rights in favor of CFX from the City of Apopka when Ocoee Apopka Road is transferred to the City of Apopka.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote. Mr. Minkoff was not present.

Item 5: S.R. 429 (BUCHHEIT) WEKIVA PARKWAY PROJECT (PROJECT 429-205) PARCEL 292

Mr. Shontz with Shutts & Bowen, Right of Way Counsel for CFX, is requesting the Committee's recommendation for Board approval of the proposed mediated settlement with Kimberly Buchheit and Wise Acre Farm, LLC (the "Owners").

Parcel 292 involves a partial taking of 5.127 acres. The property has been annexed into the City of Apopka.

CFX's appraisal of the property was prepared by Chad Durrance with Durrance and Associates. Mr. Durrance opined the value of the taking of Parcel 292 at \$338,100 (\$141,000 for the land taken, \$120,000 for the improvements and \$77,100 for damages and the cost to cure).

The Owners are represented by Edgar Lopez with Harris Harris Bauerle Ziegler Lopez, P.A. The Owners retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined the total value of compensation at \$770,100 (\$256,400 for the land, \$37,300 for improvements value, \$476,400 for damages). In addition to the property claim, the Owners also asserted a business damage claim in the amount of \$56,275. Mr. Lopez presented experts' invoices totaling \$69,710.27. The Owners' total demand was in the amount of \$896,085.27, excluding attorney's fees and costs.

After numerous mediation conferences, the parties reached a proposed all-inclusive settlement in the amount of \$699,990, including Ms. Buchheit's Written Statement regarding the replacement housing purchase additive and including all statutory interest, all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, and costs but subject to apportionment claims, if any.

Action: A motion was made by Ms. Botts and seconded by Mr. Murvin to recommend to the Board approval of the proposed mediated settlement agreement in the amount of \$699,990.00 in full settlement of all pending claims related to Parcel 292, including attorney's fees and attorney's costs, and expert fees and expert costs subject to apportionment claims, if any.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote. Mr. Minkoff was not present.

Item 6: S.R. 429 (MAHAFFEY) WEKIVA PARKWAY PROJECT (PROJECT 429-205) PARCEL 288

Mr. Shontz is requesting the Committee's recommendation for Board approval to serve an Offer of Judgment to Thomas Olin Mahaffey, Jr. And Julie Mahaffey (the "Owners") for Parcel 288 in the amount of \$225,000.

CFX retained the appraisal services of Chris Starkey of Integra Realty Resources. Mr. Starkey estimated the total value of compensation for the taking at \$70,692 (\$16,600 for the land, \$580 for improvements, \$52,820 for severance damages and \$692 for the cost to cure). The Owners are represented by Raymer F. Maguire, III. Mr. Maguire has not submitted an appraisal report or provided a proposed settlement offer.

Action: A motion was made by Ms. Botts and seconded by Mr. Murvin to recommend to the Board approval to serve an Offer of Judgment in the amount of \$225,000, plus statutory attorney's fees and experts' fees and experts' costs in full settlement of all claims for compensation in the acquisition of Parcel 288.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote. Mr. Minkoff was not present.

Item 7: S.R. 429 (ANTHONY CARTER) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 252

Mr. Shontz is requesting the Committee's recommendation for Board approval to serve an Offer of Judgment to Anthony Randall Carter (the "Owner") for Parcel 252 in the amount of \$338,150.

CFX retained the appraisal services of David Hall of Bullard, Hall & Adams, Inc. Mr. Hall estimated the total value of compensation at \$220,300 (\$20,600 for the land, \$177,600 for damages to the Owner's remainder land and residence, and \$22,100 for the cost to cure).

The Owner is represented by Maguire Lassman, P.A. No expert reports have been received from the Owner. The case is currently set on the January 8, 2018 trial docket and is scheduled for mediation in June 2017.

Action: A motion was made by Ms. Botts and seconded by Mr. Murvin to recommend to the Board approval to serve an Offer of Judgment in the amount of \$338,150, plus statutory attorney's fees and experts' fees and experts' costs in full settlement of all claims for compensation in the acquisition of Parcel 252.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote. Mr. Minkoff was not present.

Item 8: S.R. 429 (ARAN CARTER) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 253

Mr. Shontz is requesting the Committee's recommendation for Board approval to serve an Offer of Judgment to Aran Glenn Carter (the "Owner") for Parcel 253 in the amount of \$695,075. Mr. Aran Glenn Carter is the brother of the property owner for Parcel 252 which was just presented.

CFX retained the appraisal services of Chad Durrance of Durrance and Associates. Mr. Durrance estimated the total value of compensation at \$539,000 (\$218,900 for land value, \$225,000 for the improvements and \$95,100 in damages).

The Owner is represented by Maguire Lassman, P.A. No expert reports have been received from the Owner. The case is currently set on the January 8, 2018 trial docket and is scheduled for mediation in June 2017.

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

Action: A motion was made by Mr. Murvin and seconded by Mr. Dedekind to recommend to the Board approval to serve an Offer of Judgment in the amount of \$695,075, plus statutory attorney's fees and experts' fees and experts' costs in full settlement of all claims for compensation in the acquisition of Parcel 253.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote. Mr. Minkoff was not present.

Item 9: S.R. 429 (PONKIN ROAD PROPERTY) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 153

Mr. Cheek explained Ms. O'Dowd will be presenting this item. Ms. Haylee O'Dowd with Winderweedle Haines Ward & Woodman, P.A., represents CFX as Right of Way Legal Counsel. She is requesting the Committee's recommendation for Board approval of the proposed settlement with Ponkin Road Property, LLC (the "Owners").

CFX's appraisal of the property was prepared by Chad Durrance of Durrance and Associates. Mr. Durrance, in an updated appraisal, estimated the value of the taking of Parcel 153 at \$245,500 (\$241,500 for the land taken, \$1,800 for the improvements and \$2,200 for cost to cure).

The Owners are represented by Kent Hipp of Gray Robinson, P.A. They retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors estimated the value of the taking at \$761,200 (\$756,100 for the land, \$3,700 for the improvements and \$1,400 for cost to cure). The Owners have submitted expert invoices in the amount of ~~\$71,545.76~~ ~~\$781,545.76~~.

The parties reached a proposed settlement in the amount of \$573,716 (\$425,000 compensation to the Owners, \$83,750 attorneys' fees and \$64,966 expert fees and costs).

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

Action: A motion was made by Ms. Botts and seconded by Mr. Murvin to recommend to the Board approval of the proposed settlement in the amount of \$573,716 in full settlement of all pending matters related to the taking of Parcel 153, including attorney's fees and attorney's costs, and expert fees and expert costs.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote. Mr. Minkoff was not present.

Item 10: S.R. 429 (DOVER) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 250

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of a proposed settlement agreement with Odis and Polly Dover (the "Owners"). Ms. Brehmer Lanosa provided the Committee with photographs, aerials and background information on the parcel.

CFX retained the appraisal services of Chad G. Durrance, MAI. Mr. Durrance estimated the total value of compensation at \$225,000. The Owners retained the appraisal services of Richard C. Dreggors. Mr. Dreggors estimated the total value of compensation at \$390,000.

The parties were able to reach a settlement in the amount of \$356,700 (\$315,000 for the property taken, \$12,000 expert fees and costs and \$29,700 statutory attorney's fees).

Action: A motion was made by Mr. Raymond and seconded by Mr. Dedekind to recommend to the Board approval proposed Settlement Agreement in the amount of \$356,700, resolving all claims for compensation for the taking of Parcels 250, including attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote. Mr. Minkoff was not present.

Item 11: OTHER BUSINESS

No other business was discussed.

Item 12: ADJOURNMENT

Chairman Babcock adjourned the meeting at approximately 2:50 p.m.

Minutes approved on _____, 2017.

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 or 4974 ORL Tower Road, Orlando, FL 32807.

Tab B

MEMORANDUM

To: Central Florida Expressway Authority
Right of Way Committee

From: Deborah Keeter
Dewberry



Date: May 10, 2017

Re: SR 408, Project 408-128
(Reference Project 408-304, Parcel 814)

We are seeking the Right of Way Committee's consideration of a negotiated agreement relating to acquisition of the fee interest in Project 408-304, Parcel 814 from Eastmar Commons Partnership for \$750.

In 1987 in connection with the eastern extension of SR 480, OOCEA negotiated the purchase of several properties from Victoria Equities, Inc., including drainage easement Parcel 814, containing 1.12 acres. Now with Project 408-128, SR 408 widening, CFX would like to use the drainage easement property for the construction of a sound wall.

We have reached an agreement with Eastmar Commons Partnership, successor in title to Victoria Equities, to purchase the fee interest in the property for \$750.

If CFX owned the fee interest in the property it would not be necessary to modify the easement at any time in the future CFX needed to utilize the property in any manner than as specified in the easement agreement.

We recommend that the Right of Way Committee recommend to the CFX Board acceptance of the proposed Purchase Agreement in the amount of \$750.

Attachments

Proposed Agreement
Location Aerial

PROJECT 408-128
S.R. 408 Widening
(Reference Project 408-304
Parcel 814)

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2017, by and between EASTMAR COMMONS PARTNERSHIP, a Florida general partnership, ("Owner"), whose address is 255 Primavera Blvd, St 160, Lake Mary, FL and whose U.S. Taxpayer Identification Number is 59-2990184 and the 3274 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.

WITNESSETH:

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 Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, CFX's predecessor, the Orlando-Orange County Expressway Authority, acquired a drainage easement over, under and upon the Property in its favor recorded December 22, 1987, in Book 3945, Page 741; and

WHEREAS, CFX desires to acquire the entire fee simple interest over the Property as right of way for future construction and maintenance of an authorized roadway and/or related facilities, drainage, 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 hereinbelow set forth.

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 hereinbelow set forth in this Agreement.

3. **Purchase Price.** The total Property to be purchased from Owner is one and 12/100ths acres (**1.12 acres**), more or less, 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 **Seven Hundred Fifty Dollars (\$750.00)** 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 hereinbelow provided, and represents the full compensation to Owner for the Property and for any damages suffered by Owner and/or any adjoining property owned by Owner in connection with the transaction contemplated under this Agreement.

4. **CFX's 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.

5. **Evidence of Title.** At any time before Closing, 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. 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 **fourteen (14) days** from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine same and notify Owner 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 agree that it will, if title is found to be unmarketable or otherwise unacceptable to CFX, use its best efforts to 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 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 acceptable to CFX shall be treated as title exceptions. The surveyor shall provide 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 or before sixty (60) days after the Acceptance Date or such earlier date selected by CFX upon not less than ten (10) days' written notice to Owner (the "Closing Date"), at the offices of CFX, or CFX's attorney, or any other place which is mutually acceptable to the parties.

(b) **Conveyance of Title.** At the Closing, Owner shall execute and deliver to CFX a Statutory 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.

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.

(c) **Conveyance of Possession.** Title shall transfer as of the Closing Date and, on or before the Closing Date, 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 in **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.

(d) **Prorating of Taxes and Assessments.** Owner shall pay all taxes, assessments and charges applicable to the Property for all years. 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.

(e) 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.

(f) 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 number 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, at the time of Closing, 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 at Closing 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 CFX to enter into this Agreement and to purchase the Property, Owner, in addition to the other representations and warranties set forth herein, make the following representations and warranties, each of which is material and is being relied upon by CFX and shall survive 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, unless such action has been commenced by CFX.

(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) Owner has no knowledge that the Property has ever been used by previous Owner 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) 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) 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 or thereof or any interest therein.

(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, the non-defaulting party, in its sole discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. 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
Facsimile: (407) 690-5011

OWNER: EASTMAN LAMMONS PARTNERSHIP
255 PRIMEVER BLVD SUITE 160
LAKE MARY FL 32726
Telephone: 407-649-4205

With a copy to:

John Keating, Esquire
Keating & Schlitt, P.A.
250 EAST COLONIAL SUITE 300
ORLANDO FL 32801
Telephone: 407-425-2907
Facsimile: Email jkk@keatinglaw.com

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. **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.

13. **Survival of Provisions.** 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.

14. **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.

15. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear their own fees and costs.

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

17. **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.

18. **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 119.07(6)(n), 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.

19. **Design, Location and Funding Disclosure.** In accordance with Section 5-5.025 of the Central Florida Expressway Authority Right-of-Way Acquisition 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.

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

21. **Release of CFX.** By execution of this Agreement, 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 or has, 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, including, without limitation, any claim for loss of access to Owner's remaining property, severance damages to Owner's remaining property, business 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. (Right-of-Way Acquisition Procedures Manual, Section 5-5.025)

22. **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.

23. **Indemnifications 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, and each Party hereto agrees to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in defending against any claims arising from or pertaining to any other brokerage commission, fees, costs, or other expenses which may be claimed by any broker, sales person or entity arising out of any actions of CFX (as to the indemnity obligations of CFX) or arising out of any actions of Owner (as to the indemnity obligations of Owner).

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

THE NEXT PAGE IS THE SIGNATURE PAGE

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:

Toni A. Liguori
Print Name: TONI A. LIGUORI

R. Pritchard
Print Name: R. PRITCHARD

WITNESSES:

Print Name: _____

Print Name: _____

"OWNER"

**EASTMAR COMMONS
PARTNERSHIP, a Florida General
Partnership**

Victoria Equities, Inc Partner

By: A. Daynerich
Printed Name: A. DAYNERICH
Title: President
Date: 5/15/17

"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: _____

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

By: _____
General Counsel

Date: _____

SCHEDULE OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Legal Description of The Property
B	Schedule - Permitted Exceptions
C	Form – Special Warranty Deed
D	Form – Beneficial Interest Affidavit
E	Form – Notice of Approval and Acceptance

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**PROJECT 408-128
S.R. 408 Widening
PARCEL NO. 114
(Reference Project 408-304
Parcel 4-814)**

Parcel ID No.: 29-22-31-2366-00-001

Begin at the Northeast corner of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 22 South, Range 31 East, State of Florida, Orange County;

thence South $00^{\circ} 20' 18''$ West a distance of 230.01 feet along the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29;

thence South $89^{\circ} 51' 40''$ West a distance of 96.48 feet;

thence North $45^{\circ} 08' 20''$ West a distance of 325.27 feet to the North line of the Southwest $\frac{1}{4}$ of Section 29;

thence North $89^{\circ} 51' 40''$ East a distance of 328.40 feet to the Point of Beginning.

Containing 1.12 acres more or less.

Also described as:

Tract "A", Eastmar Commons Phase Two, according to the plat thereof, as recorded in Plat Book 41, pages 82 and 83, of the Public Records of Orange County, Florida.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Real Property Taxes for the year 2017.
2. Drainage Easement in favor of Orlando/Orange County Expressway Authority recorded December 22, 1987 in Book 3945, Page 741, Public Records of Orange County, Florida.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Eastmar Commons Phase 2, as recorded in Plat Book 41, Pages(s) 82 and 83, Public Records of Orange County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604©.

EXHIBIT "C"

FORM – SPECIAL WARRANTY DEED

**PROJECT 408-128
S.R. 408 Widening
(Reference Project 408-304
Parcel 814)**

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)

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed the _____ day of _____, 2017 by **EASTMAR COMMONS PARTNERSHIP**, a Florida general partnership, whose address is _____ hereinafter referred to as "Grantors," 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".

W I T N E S S E T H:

THAT Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, aliens, remise, release, convey and confirm unto Grantee all that certain land situate in Orange County, Florida, to-wit:

Parcel Identification No.: 29-22-31-2366-00-001

Legal Description: See attached **EXHIBIT "A"** (the **"Property"**)

TOGETHER WITH all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property and all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

SUBJECT TO the ad valorem real estate taxes for the calendar year 2017 and all subsequent years thereafter.

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

AND Grantors hereby covenant with Grantee that Grantors are lawfully seized of said land in fee simple; that Grantors have good right and lawful authority to sell and convey said land; that Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances except those matters set forth on **Exhibit "B"**.

AND by execution and delivery of this deed, Grantors hereby remise, release, acquit, satisfy, and forever discharge 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 Grantors ever had, now have, or which any personal representative, successor, heir or assign of Grantors, hereafter can, shall or may have, against Grantee, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantors' conveyance of the Property to Grantee, including, without limitation, any claim for loss of access to Grantors' remaining property, severance damages to Grantors' remaining property, business damages or any other damages, both before and after the date of this instrument.

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

Signed, sealed and delivered
in the presence of:

**EASTMAR COMMONS
PARTNERSHIP, a Florida general
partnership,**

WITNESSES:

Print Name: _____

Printed Name: _____

Title: _____

Date: _____

Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as _____ of **EASTMAR COMMONS PARTNERSHIP, a Florida general partnership**. 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: _____

EXHIBIT "D"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: Executive Director, CENTRAL FLORIDA EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency of the State of Florida

FROM: **EASTMAR COMMONS PARTNERSHIP, a Florida general partnership,**

SUBJECT: Project 408-128, Parcel _____, as more particularly described on
Exhibit "D1" 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 _____, 2017 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.

[SIGNATURE AND NOTARY ON NEXT PAGE]

SELLER

**EASTMAR COMMONS
PARTNERSHIP, a Florida general
partnership,**

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as _____ of **EASTMAR COMMONS PARTNERSHIP, a Florida general partnership.** 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: _____

EXHIBIT "D1"

LEGAL DESCRIPTION TO EXHIBIT "D"
DISCLOSURE OF INTERESTS IN REAL PROPERTY

Begin at the Northeast corner of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 22 South, Range 31 East, State of Florida, Orange County;

thence South $00^{\circ} 20' 18''$ West a distance of 230.01 feet along the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29;

thence South $89^{\circ} 51' 40''$ West a distance of 96.48 feet;

thence North $45^{\circ} 08' 20''$ West a distance of 325.27 feet to the North line of the Southwest $\frac{1}{4}$ of Section 29;

thence North $89^{\circ} 51' 40''$ East a distance of 328.40 feet to the Point of Beginning.

Containing 1.12 acres more or less.

Also described as:

Tract "A", Eastmar Commons Phase Two, according to the plat thereof, as recorded in Plat Book 41, pages 82 and 83, of the Public Records of Orange County, Florida.

EXHIBIT "E"

NOTICE OF APPROVAL AND ACCEPTANCE

Pursuant to the terms and conditions of Section 119.07(3)(n), 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 hereinbelow has duly approved and accepted that certain Real Estate Purchase Agreement dated _____, 2017, by and between EASTMAR COMMONS PARTNERSHIP, a Florida general partnership, 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 _____
2017, 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: _____



REVISIONS				DEWBERRY ENGINEERS INC. 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FL 32801	CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT-OF-WAY	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	PROJECT 408-128 SR 408 WIDENING (REFERENCE PROJECT 408-304, PARCEL 814)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					

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
Winderweedle, Haines, Ward & Woodman, P.A. HAO

DATE: June 13, 2017

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcels 112 (Parts A & B)/712
Recommendation for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation of Board approval for a settlement with Cynthia J. Henderson and Robert S. Henderson ("the Hendersons" or "Landowners") for Parcels 112 and 712. The Court entered an Order of Taking on February 12, 2014.

DESCRIPTION and BACKGROUND:

The subject property is a triangular flag lot located on Plymouth Sorrento Road, in unincorporated Orange County, Florida. The parent tract contains 14.076 acres of land area. CFX is acquiring approximately 7.5 acres, leaving a 6.4 acre remainder. The property is improved with a single family residence which is not located within the taking area, but which will be approximately 87 feet from the limited access right of way line after the taking.

CFX retained the services of Mr. David Hall, ASA with Bullard, Hall & Adams Inc., to appraise the property. The subject property is improved with a three bedroom, three bathroom, 1,703 square foot single family residence with an in-ground pool, a 366 square foot barn, 660 square foot pole barn, carport, fencing, and other associated residential improvements. The subject property is zoned A-1 Citrus Rural District (agricultural) by Orange County. Mr. Hall concluded that the highest and best use, as improved, was for single family residential use.

The comparable land sales considered by Mr. Hall reflected a range in value from \$18,029.00 to \$30,021.00 per acre. Mr. Hall concluded to a fee simple market value estimate of **\$27,000.00 per acre**. He found the contributory value of the building improvements to be \$166,900.00. This resulted in an estimated total market value of \$547,000.00 for the parent tract. Mr. Hall estimated the value of the land taken to be worth \$206,500.00, and the improvements within the taking area to be worth \$12,300.00, for a **total taking value of \$218,800.**

Mr. Hall next considered the degree to which the remainder property would be affected by the taking. The rear of the residence on the subject property is 87 feet from the new limited access line. The view from the residence will be a large retention pond and elevated roadway. A bridge will be constructed over the pond adjacent to the property. Access to the property will change from a flag driveway off Plymouth Sorrento Road, to its current access over the Belgian Street bridge, then taking Kiowa Avenue to Klamath Loop (on the property previously known as the Stanton Ridge subdivision). The subject taking does not directly impact any of the building improvements, however, due to functional obsolescence, Mr. Hall opined that there was a fifty percent (50%) reduction in value to the remainder land and improvements, for a **total severance damage claim of \$175,400**. These valuation conclusions are summarized as follows:

Value of Part Taken	\$ 218,800
Damages, Incurable	\$ 175,400
Cost to Cure	\$ 1,000
Value for Parcel 712	\$ 300
Total Compensation Parcels 112 and 712	\$ 395,500

The Landowners retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined that the highest and best use of the subject property was for a residential subdivision. He considered ten (10) comparable sales, seven (7) of which were approved for residential subdivisions. These sales range in value from \$72,000 - \$157,000 per acre. Mr. Dreggors further noted that in 2006, Tollefson Home Builders offered the Landowners \$60,000 per acre for their property, plus a new home valued at \$300,000.00 in its proposed subdivision. Mr. Dreggors concludes on a "before" value of **\$70,000 per acre**. Mr. Dreggors further notes that if the property had developable access (i.e. 50 foot-wide access), the property would be worth \$100,000 per acre. Mr. Dreggors concludes that the total value of the parent tract was \$1,157,500, and that the **value for the property taken was \$547,800**.

In addition, Mr. Dreggors determined that the remainder property was no longer suitable for a residential subdivision due to its reduced size and proximity to the expressway. He therefore determined that, in the "after condition" the property was worth \$30,000.00 per acre (based on a rural residential highest and best use), minus another 50% for severance damages due to proximity to the expressway. He further determined that the improvements (i.e. the residence) suffered 60% severance damages. This resulted in a **total severance damage claim of \$396,700**.

In addition, the Landowners submitted a **special damage claim in the amount of \$82,956.00** for miscellaneous expenses and claims not covered in the appraisal report, including loss of use of the remainder property as a result of access issues. The Landowners also submitted a separate "cost to cure" claim related to construction of a replacement driveway. The Landowners claimed that the slope of the driveway constructed by CFX was too steep and did not comport with the construction plans or the City of Apopka's driveway standards, and therefore had to be replaced. This **"cost to cure" claim totaled \$48,773.00**. The Landowners' valuation claims are summarized below:

Value of Part Taken	\$ 547,800
Damages, Incurable	\$ 396,700
Cost to Cure	\$ 1,000
Value for Parcel 712	\$ 500
Total Appraised Value of Parcels 112 and 712	\$ 946,000
Special Damage Claim	\$ 82,956
Driveway Cost to Cure	\$ 48,773
Total Compensation Claim	\$1,077,729

SETTLEMENT PROPOSAL:

Mediation was conducted on January 6, 2015 and June 27, 2016 without a successful resolution. This case was scheduled to go to trial during the June 5, 2017 trial docket, but has been continued pending this Committee's consideration of the proposed settlement.

Negotiations between the parties resulted in the attached settlement agreement whereby the Landowners agreed to accept \$750,000.00 to resolve all compensation claims for the property (including special damage claims), and \$104,825.00 for attorneys' fees (based on statutory benefit). This settlement proposal does not resolve expert fees or fees for supplemental proceedings. The parties executed a Settlement Agreement (attached to this memo), the terms of which are summarized below:

Compensation to Landowners	\$750,000.00
Attorney's fees, statutory (Tom Callan)	104,825.00
Total Settlement	\$854,825.00

CFX previously deposited \$385,700.00 into the court registry as its good faith estimate of value. A settlement in the amount of \$854,825.00 would require CFX to deposit an additional sum of \$469,125.00.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys' fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowner's compensation as provided by §73.091 and §73.092, Florida Statutes. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case.

RECOMMENDATION:

The undersigned counsel respectfully requests that the Right of Way Committee recommend CFX Board approval of the settlement proposal in the amount of **\$854,825.00**, to fully resolve the Landowners' interest in this case and attorney's fees.

ATTACHMENTS:

Sketch of Subject Property
Settlement Agreement

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,

CASE NO: 2013-CA-014398-O
Subdivision 39
Parcels 112 (Parts A & B)
and 712

v.

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions of
a certain Trust Agreement, dated October 25, 2006,
and known as the Cynthia J. Henderson Revocable Trust;
BRUCE A. HATCHER; JEANNIE R. HATCHER;
WELLS FARGO BANK, N.A., successor by merger to
Wells Fargo Bank Minnesota, N.A. f/k/a Norwest Bank
Minnesota, N.A., as Trustee for the Registered Holders of
Renaissance Home Equity Loan Asset-Backed
Certificates, Series 2003-3; TODD GROSSENBACHER;
JOHNNY SANCHEZ; and SCOTT RANDOLPH,
Orange County Tax Collector,

Respondent(s).

SETTLEMENT AGREEMENT

Respondents, CYNTHIA J. HENDERSON and ROBERT S. HENDERSON, individually and as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson Revocable Trust Cynthia ("Respondents"), and representatives of the Central Florida Expressway Authority ("Petitioner") reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, by deposit into the registry of the Court, the sum of Eight Hundred Fifty Four Thousand, Eight Hundred Twenty-Five Dollars exactly (**\$854,825.00**) (hereinafter, the "Settlement Sum"), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 112 (Parts A & B) and 712; including, but not limited to, any and all claims related to the real estate and severance damages, business damages, tort claims, special damage claims, statutory interest, and attorney's fees, including all fees related to monetary benefits and non-monetary benefits, but excluding supplemental attorneys' fees, if any, related to apportionment claims or expert fee claims, if allowable by law, and expert fees and 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 Three Hundred Eighty-Five Thousand Seven Hundred And No Dollars (\$385,700.00) (hereinafter, the "Previous Deposit"), which shall be a credit against the Settlement Sum. Within thirty days (30) 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 into the Registry of the Court, the sum of Four Hundred Sixty-Nine Thousand One Hundred Twenty-Five Dollars (\$469,125.00), representing the difference between the Settlement Sum and Petitioner's Previous Deposit in this case.

2. The Settlement Sum of Eight Hundred Fifty Four Thousand, Eight Hundred Twenty-Five Dollars exactly (\$854,825.00) includes **ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$104,825.00)** for Respondents' attorneys' fees.

3. 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.

4. Counsel for Petitioner and Respondents agree to and will jointly submit to the Court the form of Stipulated Final Judgment attached hereto as Exhibit "A", together with the incorporated joint motion for entry of same, within thirty (30) days from the date of approval of this Settlement Agreement by the CFX Board.

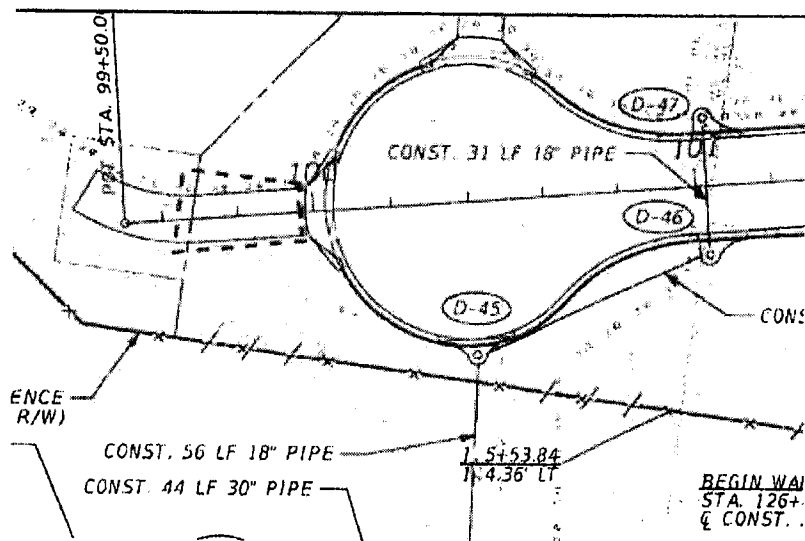
5. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the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

6. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

7. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Settlement Agreement.

8. Settlement is based on the construction plans placed into evidence in this case, from which, sheets 41, 55-58, 401, 402 and 416-420 Exhibit "B", describe and locate the public street(s) and utilities to the Henderson remainder (property described in OR BK 08943 Page 2342, less the takings of Parcels 112A and B); and on the construction of improvements as built, which the parties acknowledge is in substantial conformity with the plans, and the settlement consideration to be paid herein resolves any claims of Respondents as to these matters.

9. CFX understands that Respondents may wish to make certain changes to the slope of the driveway outside the cul-de-sac and driveway apron within the area of Parcel 112 Part B as shown in the sketch below (within the area delineated by the dashed lines). All construction in the CFX right of way by any public or private user requires applying for and obtaining a CFX Right of Entry Permit. Respondents may do so but first are required to obtain a Right of Entry Permit from CFX through CFX's normal Right of Entry Permit Application process. CFX agrees that it will not arbitrarily or unreasonably withhold consent to or condition Respondents' Application for Right of Entry Permit for these purposes provided that the Application presents the required information. Once Parcel 112 Part B is conveyed or dedicated to the City of Apopka, then the provisions of this paragraph shall no longer apply.



[Signature page follows]

Linda A. B. Lanosa

Linda Brehmer Lanosa, Esq. for
Central Florida Expressway Authority

Date: 5-26-2017

Cynthia J. Henderson

Cynthia J. Henderson, individually and as
Trustee

Date: 5-26-17

Robert S. Henderson

Robert S. Henderson, individually and as
Trustee

Date: 5/26/17

James E. Cheek, III

James E. Cheek, III, Esq.
Counsel for Central Florida Expressway

Date: 26 May 2017

Thomas P. Callan

Thomas P. Callan, Esq.
Counsel for Respondents

Date: 5/26/17

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,

CASE NO: 2013-CA-014398-O
Subdivision 39
Parcels 112 (Parts A & B)
and 712

v.

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions of
a certain Trust Agreement, dated October 25, 2006,
and known as the Cynthia J. Henderson Revocable Trust;
BRUCE A. HATCHER; JEANNIE R. HATCHER;
WELLS FARGO BANK, N.A., successor by merger to
Wells Fargo Bank Minnesota, N.A. f/k/a Norwest Bank
Minnesota, N.A., as Trustee for the Registered Holders of
Renaissance Home Equity Loan Asset-Backed
Certificates, Series 2003-3; TODD GROSSENBACHER;
JOHNNY SANCHEZ; and SCOTT RANDOLPH,
Orange County Tax Collector,

Respondent(s).

STIPULATED FINAL JUDGMENT AS TO PARCELS 112 AND 712

THIS CAUSE having come on for consideration upon the Joint Motion for entry of a Stipulated Final Judgment by the Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Petitioner"), and the Respondents, CYNTHIA J. HENDERSON and ROBERT S. HENDERSON, as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson Revocable Trust, (referred to as "Respondents") as the fee owners of Parcels 112 (Parts A & B) and 712, and it appearing to the Court that the parties were authorized to enter into such motion, the Court finding that the compensation to be



paid by the Petitioner is full, just and reasonable for all parties concerned and the Court being otherwise fully advised in the premises, finds that:

- A. The taking is necessary for a public purpose.
- B. This Court found that the good faith estimate of value was Three Hundred Eighty-Five Thousand, Seven Hundred Dollars (\$385,700.00) for Parcels 112 (Parts A & B) and 712.
- C. Petitioner previously deposited the sum of Three Hundred Eighty-Five Thousand, Seven Hundred Dollars (\$385,700.00) in the Registry of the Court and Petitioner shall receive a credit in that amount regarding the sum due.
- D. The compensation to be paid by Petitioner is full, just and reasonable for all parties concerned.
- E. That settlement is based on the construction plans placed into evidence in this case, from which, sheets 41, 55-58, 401, 402 and 416-420 Exhibit "B", describe and locate the public street(s) and utilities to the Henderson remainder (property described in OR BK 08943 Page 2342, less the takings of Parcels 112 A and B); and on the construction of improvements as built, which the parties acknowledge is in substantial conformity with the plans, and the settlement consideration to be paid herein resolves any claims of Respondents as to these matters.
- F. Respondents agrees to resolve full compensation for the taking of Parcels 112 (Parts A & B) and 712.
- G. The parties have waived the right to trial by jury and consent to the immediate entry of this Stipulated Final Judgment. Accordingly, it is

ORDERED AND ADJUDGED as follows:

- 1. That full and complete compensation for the taking of Parcels 112 (Parts A & B)

and 712, including damages resulting to the remainder and for any other damages of any kind and nature, including business damages (if any), tort claims, special damage claims, interest, and attorneys' fees pursuant to Section 73.092(1), *Florida Statutes*, including all fees related to monetary benefits and non-monetary benefits, is the sum of **Eight Hundred Fifty-Four Thousand, Eight Hundred Twenty-Five Dollars (\$854,825.00)**, but excluding supplemental attorneys' fees, if any, related to apportionment claims or expert fee claims, if allowable by law and costs, and expert fees and costs. The sum paid to Respondents is subject to claims of apportionment, if any.

2. That title to the property designated as Parcels 112 (Parts A & B) and 712 and more particularly described below:

See Exhibit "A" attached hereto

vested in the Petitioner, Central Florida Expressway Authority, pursuant to the Order of Taking and deposit of money made on or about February 19, 2014. The vesting of title is hereby approved, confirmed and ratified. Petitioner is entitled to a credit for the amount of the deposit, Three Hundred Eighty-Five Thousand, Seven Hundred Dollars (\$385,700.00).

3. That there shall be no further claim by Respondents and all parties claiming by, through, under or against said Respondents, in this action for any further monies from the Petitioner.

4. That Petitioner shall pay the sum of **FOUR HUNDRED SIXTY-NINE THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS (\$469,125.00)**, into the registry of the Court within thirty (30) days of the entry of this Final Judgment, which sum represents the difference between full compensation and the amount previously deposited.

5. That Respondent shall be fully responsible for any and all apportionment claims as may be asserted by other parties with respect to the compensation proceeds as described in Paragraph 3 of this Stipulated Final Judgment.

6. Respondent's attorney shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, *Florida Statutes*.

DONE AND ORDERED in Chambers at Orlando, Orange County, Florida, this _____ day of May, 2017.

CHRISTI UNDERWOOD
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this _____ day of _____, 2017, 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 e-Portal Electronic Service List, via transmission of Notices of Electronic Filing generated by the e-Portal System.

Judicial Assistant

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,

CASE NO: 2013-CA-014398-O
Subdivision 39
Parcels 112 (Parts A & B)
and 712

v.

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions of
a certain Trust Agreement, dated October 25, 2006,
and known as the Cynthia J. Henderson Revocable Trust;
BRUCE A . HATCHER; JEANNIE R. HATCHER;
WELLS FARGO BANK, N.A., successor by merger to
Wells Fargo Bank Minnesota, N.A. f/k/a Norwest Bank
Minnesota, N.A., as Trustee for the Registered Holders of
Renaissance Home Equity Loan Asset-Backed
Certificates, Series 2003-3; TODD GROSSENBACHER;
JOHNNY SANCHEZ; and SCOTT RANDOLPH,
Orange County Tax Collector,

Respondent(s).

/

JOINT MOTION FOR STIPULATED FINAL JUDGMENT
AS TO PARCELS 112 and 712

Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, and Respondents,
CYNTHIA J. HENDERSON and ROBERT S.HENDERSON, as Trustees under the provisions of
a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson

Revocable Trust, respectfully move for entry of the foregoing Stipulated Final Judgment as to
Parcels 112 and 712. The undersigned are authorized to enter into this Motion.

Dated this ____ day of May, 2017.

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

Post Office Box 880
Winter Park, Florida 32790-0880
Phone: (407) 423-4246
Facsimile: (407) 645-3728
Attorneys for CFX

CALLAN LAW FIRM, P.A.

921 Bradshaw Terrace
Orlando, Florida 32806
Phone: (407) 426-9141
Attorneys for Respondent

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Secondary: mredding@whww.com
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FBN: 0231370
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Secondary: spollard@whww.com

THOMAS P. CALLAN, ESQ.

FBN: 729050

tcallan@callanlaw.com
Adm@callanlaw.com
PLR@callanlaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, pursuant to Florida Rule of Judicial Administration 2.516, the
foregoing was filed with the Clerk of the Court this ____ day of _____, 2017, 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 e-Portal Electronic Service List, via
transmission of Notices of Electronic Filing generated by the e-Portal System.

/s/ _____

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 112
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL NO. 112 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 8943, PAGE 2342 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 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 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°14'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 904.05 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 400 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°29'17" WEST ALONG SAID NORTH LINE, A DISTANCE OF 373.70 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 03°05'03" WEST, RUN 622.17 FEET ALONG THE ARC OF SAID CURVE, CONCAVE TO THE WEST, HAVING A DELTA ANGLE OF 03°11'30", A RADIUS LENGTH OF 11,169.16 FEET, A CHORD BEARING OF NORTH 04°40'48" WEST AND A CHORD LENGTH OF 622.09 FEET TO A POINT; THENCE FROM A TANGENT BEARING OF NORTH 06°16'32" WEST, RUN NORTH 37°22'01" EAST, A DISTANCE OF 182.75 FEET TO A POINT; THENCE NORTH 00°27'45" WEST, A DISTANCE OF 138.80 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°27'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 279.34 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 7.500 ACRES, MORE OR LESS

PARCEL NO. 112 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 8943, PAGE 2342 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 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 THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°27'45" EAST, A DISTANCE OF 114.23 FEET TO A POINT; THENCE SOUTH 89°31'59" WEST, A DISTANCE OF 46.60 FEET TO A POINT; THENCE NORTH 52°36'26" WEST, A DISTANCE OF 49.54 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 37°23'29" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 106.13 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°27'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 20.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,465 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. 112



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

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 712
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
ESTATE: TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION

PARCEL NO. 712

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 8943, PAGE 2342 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 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 SOUTH 00°27'45" EAST, A DISTANCE OF 114.23 FEET TO A POINT; THENCE SOUTH 89°31'59" WEST, A DISTANCE OF 14.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°28'01" EAST, A DISTANCE OF 34.00 FEET TO A POINT; THENCE SOUTH 89°31'59" WEST, A DISTANCE OF 32.07 FEET TO A POINT; THENCE NORTH 00°28'01" WEST, A DISTANCE OF 34.00 FEET TO A POINT; THENCE NORTH 89°31'59" EAST, A DISTANCE OF 32.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,090 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: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 712



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

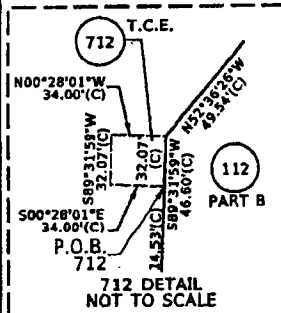
MAITLAND, FLORIDA 32751

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST



NOT PLATTED

SE CORNER OF
SECTION 36-20-27
FND 6\"/>

1725.72'(F)
ORIGINAL LOT LINE

LOT 7
BLOCK E

LOT 6

LOT 3
BLOCK E

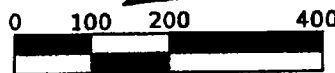
MAP OF PLYMOUTH
PB B, PGS 17-18

SECTION 31,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST

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

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: FEBRUARY 14, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

FND 1/2\"/>



Scale: 1" = 200'

8' EASEMENT (BLANKET)
TO FLORIDA POWER CORPORATION
ORB 1709, PG 1048
(NE 1/4 OF SE 1/4 OF SEC 36-20-27)

R=11169.16'(C)
A=03°11'30\"/>

LA R/W LINE
TB=N03°05'03\"/>

PART A
PART A AREA TAKEN = 7.500 ACRES±
PART B AREA TAKEN = 6.465 SQ FEET±
AREA REMAINING = 6.328 ACRES±
T.C.E. AREA = 1,090 SQ FEET±

25' VACATED R/W
PER DB 596, PG 467
E LINE OF SE 1/4

RANGE 27 E
904.05'(F) 905.7±(D)

RANGE 28 E
502°14'21\"/>

ORIGINAL LOT LINE

LOT 2

20' ACCESS EASEMENT
ORB 3824, PG 4359
ORB 3444, PG 3335
ORB 5348, PG 3989
ORB 5542, PG 297
ORB 6077, PG 2248

LOT 15
BLOCK 0

10' FLORIDA POWER
DISTRIBUTION EASEMENT
ORB 4324, PG 3727

20' INGRESS AND
EGRESS EASEMENT
ORB 3798, PG 2279

FND 1 1/2\"/>

PLYMOUTH SORRENTO ROAD
(R/W WIDTH VARIES) EXISTING R/W

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO.'S 112 & 712

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

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: FEBRUARY 14, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

R/W LINE
N52°36'26\"/>

LA R/W LINE
TB=N06°16'32\"/>

PART B
N00°27'45\"/>

20' ACCESS EASEMENT
ORB 5542, PG 297
S LINE OF N 20' OF
E 300' OF NE 1/4
OF SE 1/4

P.O.B. PART A

TRACT "C"

P.O.C. 112 PART A & B
& 712
NE CORNER OF
SECTION 36-20-27
FND 6\"/>

APPROXIMATE
LINE UNITS

20.00' (F)(D)

20.01'(F)

20.01'(F)

20.01'(F)

20.01'(F)

20.01'(F)

20.01'(F)

20.01'(F)

20.01'(F)

FND 1/2\"/>

WESTERLY LINE OF LANDS
PER ORB 8943, PG 1312

N37°23'29\"/>

1038.89'(C)

8' EASEMENT FLORIDA
POWER CORPORATION
ORB 1567, PG 557

STA 125+38.69
167.01' LY(F)
FND 1/2\"/>

20.58'(C)
114.23'(C)

24.57'(C)
106.12'(C)

20.58'(C)
114.23'(C)

20.58'(C)
114.23'(C)

20.58'(C)
114.23'(C)

20.58'(C)
114.23'(C)

20.58'(C)
114.23'(C)

20.58'(C)
114.23'(C)

20.58'(C)
114.23'(C)

20.58'(C)
114.23'(C)

20.58'(C)
114.23'(C)

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114.23'(C)

20.58'(C)
114.23'(C)

20.58'(C)
114.23'(C)

20.58'(C)
114.23'(C)

23 58

24 59

25 60

26 61

27 62

28 63

29 64

30 65

STANTON RIDGE
PB 68, PGS 18-22

CLAMATH LOOP 50' R/W (P)

P.O.B. PART B

TRACT "C"

P.O.C. 112 PART A & B
& 712
NE CORNER OF
SECTION 36-20-27
FND 6\"/>

APPROXIMATE
LINE UNITS

20.00' (F)(D)

20.01'(F)

20.01'(F)

20.01'(F)

20.01'(F)

20.01'(F)

20.01'(F)

20.01'(F)

20.01'(F)

20.01'(F)



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

SHEET 3 OF 4

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

A	= DELTA (CENTRAL ANGLE)	LA	= LIMITED ACCESS
(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	NO.	= NUMBER
(F)	= FIELD	ORB	= OFFICIAL RECORDS BOOK
(P)	= PLAT	R	= PROPERTY LINE
CB	= CHORD BEARING	PB	= PLAT BOOK
CCR	= CERTIFIED CORNER RECORD	PG	= PAGE
CD	= CHORD DISTANCE	PGS	= PAGES
CM	= CONCRETE MONUMENT	P.O.B.	= POINT OF BEGINNING
DB	= DEED BOOK	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	R	= RADIUS
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SQ	= SQUARE
IRC	= IRON ROD AND CAP	STA	= STATION
L	= LENGTH	TB	= TANGENT BEARING
		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. 2037-2774472, 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

REVISED PER COMMENTS		PMM	07/08/2013	<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH COMPLY WITH THE BEST OF MY KNOWLEDGE AND BELIEF, I FURTHER CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 461.17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 461 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p> <p><i>[Signature]</i> 7/9/2013</p> <p>H. Paul DeVore, Professional Land Surveyor No. 8355 DATE</p>
REVISED PER COMMENTS		PMM	06/24/2013	
REVISED PER COMMENTS		PMM	04/03/2013	
REVISION		BY	DATE	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429		<p>GEOBATA CONSULTANTS, INC.</p> <p>SURVEYING & MAPPING</p> <p>2700 WESTHALL LANE</p> <p>SUITE 137</p> <p>MAITLAND, FLORIDA 32751</p> <p>VOICE: (407) 660-2322 FAX: 660-8223</p> <p>LAND SURVEYOR BUSINESS LICENSE NO. 6556</p>
DATE: FEBRUARY 14, 2013		OOCEA PROJECT NO. 429-202		
PROJECT NO.: H20-01		PARCEL NO.'S 112 & 712		
DRAWN: PMM CHECKED: JMS				

Temporary Construction Easement Terms

A temporary non-exclusive easement on, over and through the Property, described as Parcel 712, 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 or possession of the temporary construction easement, whichever is sooner.



CENTRAL FLORIDA **EXPRESSWAY AUTHORITY**

RIGHT OF WAY COMMITTEE MEETING
June 28, 2017

Parcels 112 (Parts A & B) / 712 - Henderson
Approval of Settlement Agreement





PHOTO OF RESIDENCE





SUBJECT PROPERTY – POOL





SUBJECT PROPERTY – PORCH/BARN





PHOTOGRAPH OF PROPERTY





APPRAISAL COMPARISON

PARCELS 112/712	CFX	HENDERSONS
VALUE OF PART TAKEN	\$218,800.00	\$547,800.00
DAMAGES, INCURABLE	175,400.00	396,700.00
COST TO CURE	1,000.00	49,773.00
VALUE FOR PARCEL 712	300.00	500.00
SPECIAL DAMAGES	0	82,956.00
TOTAL COMPENSATION	\$395,500.00	\$1,077,729.00



SETTLEMENT

PARCEL 112	REQUESTED BY OWNER	SETTLEMENT PROPOSAL
COMPENSATION TO OWNER	\$1,077,729.00	\$750,000.00
ATTORNEYS' FEES	\$ 193,007.00 (betterment based on full claim)	\$104,825.00
TOTAL	\$1,270,736.00	\$854,825.00



RECOMMENDATION

We respectfully request that the Right of Way Committee recommend CFX Board approval of a settlement in the amount of \$854,825.00 for Parcels 112/712.

Tab D



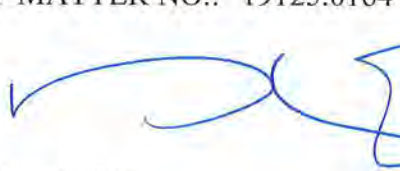
MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0164
Right of Way Committee Members

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

DATE: June 13, 2017

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 259
Proposed Settlement Agreement

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 for approval by the CFX Board of a negotiated settlement between Bank of America, N.A. (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 259 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 259 is a fee simple whole acquisition of 2.443 acres for use as limited access right-of-way. The property is located on the west side of Plymouth Sorrento Road in Orange County, Florida. The property is zoned A-1, Citrus Rural District by Orange County. The future land use designates the property as Rural/Agricultural, with a maximum one dwelling unit per 10 acres. The subject is a legal, conforming lot and the zoning and land use are not inconsistent. David K. Hall of Bullard, Hall & Adams, appraiser for the CFX, opined the highest and best use as vacant would be for rural residential development. As improved, the highest and best use would be continued use as a single-family residence. On November 5, 2014, the first written offer of \$260,000 was made to the owner, Jane L. Dishman, through her counsel, Thomas P. Callan. Prior to the Order of Taking on June 22, 2015, Bank of America, the mortgage-holder, foreclosed on the property.

During the initial inspection on July 21, 2014, David Hall indicated the property was improved with a 2,276 square foot, 3 bedroom, 2 bath, single family residence which included the 480 square foot enclosed garage, appeared owner-occupied and in average condition. Additional site improvements included metal field wire fencing, a shell/dirt driveway with a 3-space concrete parking slab adjacent to the garage, an in-ground concrete swimming pool, a 160 square foot patio/porch and a 300 square foot screened porch on the rear of the house. The property also had a barn/apartment with metal roofing. It was upon this condition which Mr.

Hall appraised the property at \$260,000, consisting of \$73,300 for land and \$186,700 for improvements.

During a subsequent inspection on March 3, 2015, Mr. Hall noted the condition of the residence had drastically changed. The front and side doors appeared to have been kicked in and the house was unsecured. The house appeared to have been ransacked with the electrical wiring removed, numerous holes in the ceiling and walls, kitchen and bathroom cabinets had been damaged, interior doors were removed, the flooring damaged, the plumbing fixtures damaged, the air conditioner compressor and air handler were removed, and the pool pump was removed. Based upon these substantial changes, Mr. Hall prepared an updated appraisal report valuing the property at \$96,300, consisting of the land value remaining at \$73,300, but reducing the value of the improvements to \$23,000 due to extensive damage to the residence and barn/apartment.

Mr. Hall used six (6) land comparables ranging in adjusted price from \$22,874 to \$30,021 per acre to arrive at a valuation of \$30,000 per acre for the subject, or \$73,300. Mr. Hall also used four (4) residential sales comparables ranging from \$84.09 to \$96.02 per square foot to arrive at a valuation of \$95.00 per square foot, or a total of \$170,700 for the subject. The cost to rehabilitate the residence and demolish the garage due to the extensive damage was estimated at \$123,034 by John Speer of Speer Construction LLC. To that amount, Mr. Hall added a 20% entrepreneurial profit to arrive at an overall rehabilitation cost of \$147,700. To indicate the current market value of the improvements "as is," Mr. Hall deducted the \$147,700 rehabilitation cost from the comparable sales value of \$170,700, valuing the improvements "as is" at \$23,000. To this value, Mr. Hall added the land value of \$73,300 to arrive at a total value by the Sales Comparison Approach of \$96,300.

Settlement discussions were instituted with outside counsel representing Bank of America, first Alexander Briggs of Morris Laing Evans Brock & Kennedy in West Palm Beach, and later Charlotte Murrell with Quarles & Brady in Tampa. Ms. Murrell provided a copy of an Uniform Residential Appraisal Report by Charles Sean Grau of Timely Appraisal Service which valued the property at \$195,000 as of April 13, 2015.

After significant negotiations with counsel for Bank of America, we reached a settlement in the amount of \$146,254.18, plus Bank of America agreed to waive any and all attorneys' fees and costs and experts' fees and costs.

For the above-cited reasons, Right of Way counsel requests the Right of Way Committee recommend to the CFX Board the settlement of the underlying property owners' compensation in the amount of \$146,254.18, plus the waiver of any and all attorneys' fees and costs and experts' fees and costs. The CFX would receive credit for the good faith deposit previously made of \$96,300, for a net resolution amount of an additional \$49,954.18, which is in the CFX's best interest. Settlement of any and all claims for Parcel 259 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire the parcel.

RECOMMENDATION

We respectfully request that the Right of Way Committee recommend that the CFX Board approve the proposed settlement of \$146,254.18 in settlement of all claims for compensation in the acquisition of Parcel 259, plus the waiver of any and all attorneys' fees and any costs and experts' fees and costs.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

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

Exhibit "C" – Settlement Agreement

ORLDOCS 15475032 1

LEGAL DESCRIPTION

PARCEL 259

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE S 1/2 OF THE SE 1/4 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 8458, PAGE 4756, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE N 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4 OF SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (LESS RIGHT OF WAY ON EAST)"

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.443 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

12/18/13

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

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

OOCEA PROJECT NO: 429-204

SHEET: 1 OF 2

EXHIBIT A

SKETCH OF DESCRIPTION

PARCEL 259

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

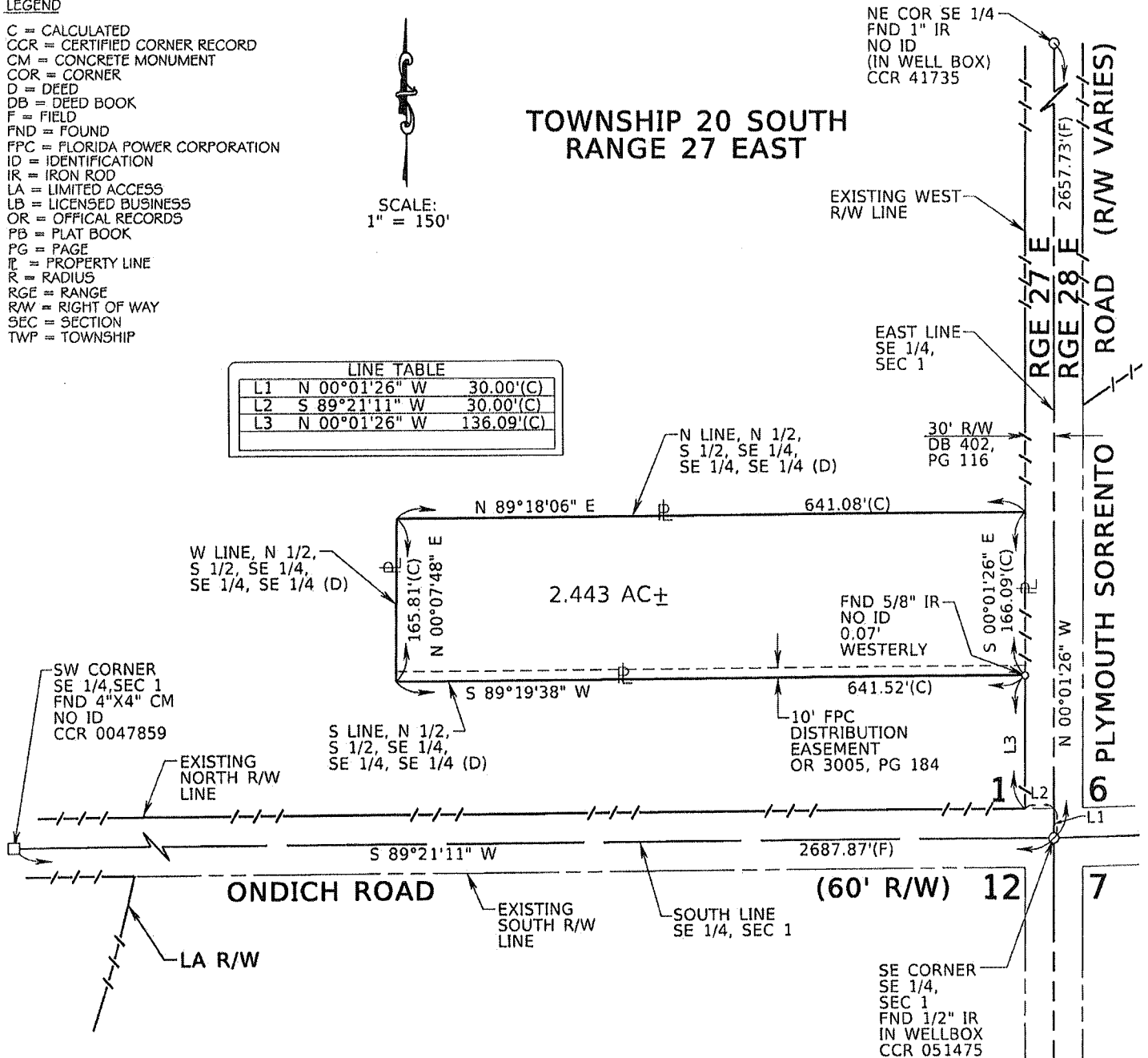
LEGEND

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PB = PLAT BOOK
PG = PAGE
PL = PROPERTY LINE
R = RADIUS
RGE = RANGE
RW = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP

SCALE:
1" = 150'

TOWNSHIP 20 SOUTH RANGE 27 EAST

LINE TABLE		
L1	N 00°01'26" W	30.00'(C)
L2	S 89°21'11" W	30.00'(C)
L3	N 00°01'26" W	136.09'(C)



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. 2037-2857106 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 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	OOCEA PROJECT NO: 429-204			SHEET: 2 OF 2

**PHOTOGRAPHS OF SUBJECT
PARCEL 259**



1. LOOKING NORTH AT THE FRONTAGE ALONG PLYMOUTH SORRENTO ROAD



2. LOOKING WEST AT THE DRIVE FROM PLYMOUTH SORRENTO ROAD

Photographs Taken By:
David K. Hall
July 1, 2015

EXHIBIT "B"

**PHOTOGRAPHS OF SUBJECT
PARCEL 259**



3. LOOKING WEST AT THE SINGLE FAMILY RESIDENCE



4. LOOKING EAST AT THE REAR OF THE RESIDENCE

Photograph 3 Taken By:
David K. Hall
July 1, 2015

Photograph 4 Taken By:
David K. Hall
March 3, 2015

**PHOTOGRAPHS OF SUBJECT
PARCEL 259**



5. LOOKING NORTHWEST AT THE APARTMENT/BARN



6. INTERIOR VIEW OF THE HOUSE

Photograph 3 Taken By:
David K. Hall
July 1, 2015

Photograph 4 Taken By:
David K. Hall
March 3, 2015

**PHOTOGRAPHS OF SUBJECT
PARCEL 259**



7. INTERIOR VIEW OF THE HOUSE



8. INTERIOR VIEW OF THE APARTMENT/BARN

Photograph 3 Taken By:
David K. Hall
July 1, 2015

Photograph 4 Taken By:
David K. Hall
March 3, 2015

**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.

CASE NO.: 2015-CA-004105-O

DARYL A. ALDERMAN, et al.,

Parcel 259

Respondents.

Subdivision 39

SETTLEMENT AGREEMENT

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondent, NEW PENN FINANCIAL, LLC d/b/a Shellpoint Mortgage Servicing acting on behalf of Bank of America, N.A. per the Limited Power of Attorney dated February 19, 2016, and recorded February 23, 2016 at Book DE 2482, Page 3637-3640, Official Records of Greenville County, South Carolina (attached hereto and made part of this Agreement by reference) (referred to as "Respondent"), reached the following Settlement Agreement:

1. Petitioner will pay to Respondent the sum of ONE HUNDRED FORTY-SIX THOUSAND, TWO HUNDRED FIFTY-FOUR AND 18/100 DOLLARS exactly (\$146,254.18) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 259, including statutory interest and all claims related to real estate and business damages, if any, including 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.

2. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of NINETY-SIX THOUSAND, THREE HUNDRED AND NO/100 DOLLARS (\$96,300.00). Within thirty (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of FORTY-NINE THOUSAND, NINE HUNDRED FIFTY-FOUR AND 18/100 DOLLARS EXACTLY (\$49,954.18), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

3. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Respondent agrees to waive all attorney's fees, expert's fees, and litigation costs in this matter.

4. 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 Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) 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.

7. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 259, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

8. Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes* (2016).

9. This Settlement Agreement, executed by the counsel for the parties listed below on this _____ day of June, 2017, contains all the agreements of the parties.

David A. Shontz , Esq.
SHUTTS & BOWEN LLP
Counsel for Petitioner, Central Florida
Expressway Authority

Charlotte Murrell, Esq.
QUARLES & BRADY LLP
Counsel for Respondent, New Penn Financial,
LLC d/b/a Shellpoint Mortgage Servicing
acting on behalf of Bank of America, N.A. per
the Limited Power of Attorney dated February
19, 2016, and recorded February 23, 2016 at
Book DE 2482, Page 3637-3640, Official
Records of Greenville County, South Carolina

LEGAL DESCRIPTION

PARCEL 259

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

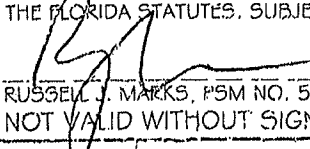
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RUSSELL J. MARKS, PSM NO. 5623

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

12/18/13

DATE

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

URS

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PH (407) 422-0353
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

EXHIBIT "A"

SKETCH OF DESCRIPTION

PARCEL 259

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

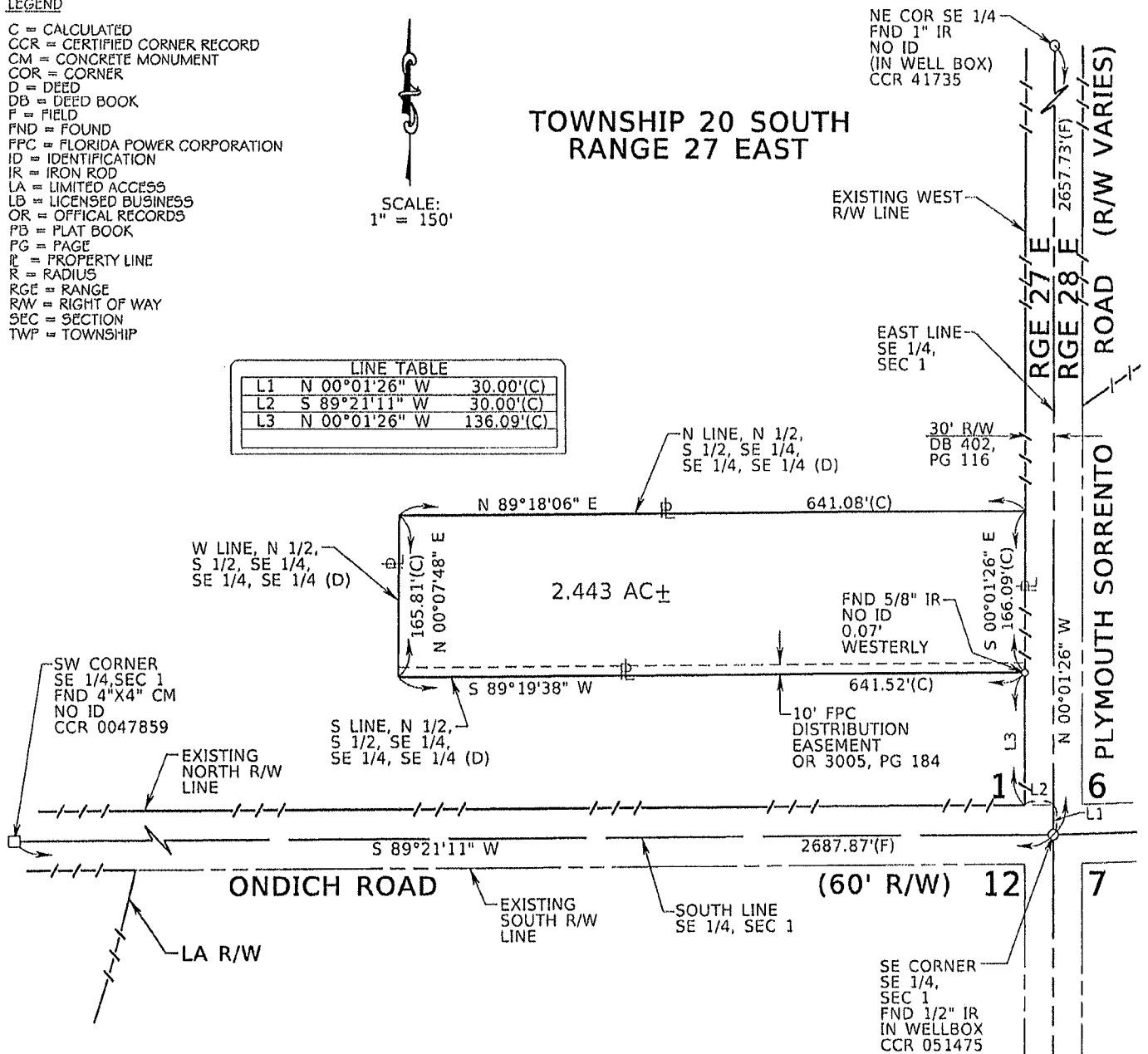
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TOWNSHIP 20 SOUTH RANGE 27 EAST

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FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

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 2

After Recorded Return To:

New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing

75 Beattie Place

Greenville, SC 29601

Attention: Cynthia Brock, Doc Curative Manager

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. ("Owner"),¹ a national banking association located at 1800 Tapo Canyon Rd., Simi Valley, CA, 93063, by these presents does hereby make, constitute and appoint New Penn Financial LLC dba Shellpoint Mortgage Servicing ("Subservicer"), a Delaware limited liability company located at 75 Beattie Place, Greenville, SC 29601, to be Owner's true and lawful attorney-in-fact, and hereby grants Subservicer authority and power to take, through its duly authorized officers, such Actions (as defined below) as may be appropriate, in Owner's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with and relates solely to that certain Flow Subservicing Agreement dated September 10, 2010 (the "Agreement"), between Owner and Resurgent Capital Services, LP dba Resurgent Mortgage Servicing, pursuant to which Subservicer has the duty to provide servicing, administration, and management and disposition services with respect to certain mortgage loans ("Mortgage Loans") owned by Owner (the "Servicing Arrangement").² Each of the Mortgage Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property ("Property") evidenced by one or more mortgages, deeds of trust, deeds to secure debt, or other forms of security instruments (each, a "Security Instrument"). The assignment of a Security Instrument, as used herein, shall also include the assignment of the beneficial interest under a deed of trust.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case with respect to one or another of the Mortgage Loans or the Property and as mandated or permitted by federal, state or local laws or other legal requirements or restrictions—including without limitation federal, and state debt collection laws—applicable to Owner or Subservicer in connection with mortgage loans serviced by Subservicer or on behalf of Owner as owner:

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is or hereafter shall become due and payable) belonging to or claimed by Owner in respect of the Mortgage Loans and Property, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee under a deed of trust, the preparation and issuance of statements of

¹ This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, N.A. is the successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing LP.

² Effective February 1, 2014, Resurgent Capital Services, LP assigned all of its rights and delegated all of its performance under the Agreement to Subservicer.

LIMITED POWER OF ATTORNEY TO NEW PENN FINANCIAL LLC DBA SHELLPOINT MORTGAGE SERVICING

THIS INSTRUMENT PREPARED BY AMIE ELDRED 7315 S DURANGO DRIVE, LAS VEGAS, NV 89113

breach, notices of default, and/or notices of sale (or any other statement or notice that is now or hereafter becomes necessary or appropriate to protect or enforce Owner's interest in the Mortgage Loans and Property), filing proofs of claim, motions for relief from the automatic stay or other writings in a bankruptcy proceeding, taking deeds in lieu of foreclosure, negotiating and entering into "cash for keys" agreements, evicting and foreclosing on the Properties.

2. Subordinate the lien of a mortgage or deed of trust (i) for the purpose of refinancing Mortgage Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
3. Execute and/or file such documents and take such action as is proper and necessary to defend Owner in litigation and to resolve any litigation where Subservicer has an obligation to defend Owner.
4. Transact business of any kind regarding the Mortgage Loans, as Owner's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
5. Execute, complete or file bonds, Security Instruments and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, reconveyances, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to Security Instruments, bills of sale and execution of deeds and associated instruments, if any, conveying or encumbering the Property, in the interest of Owner.
6. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Owner or a prior transferor, including but not limited to note indorsements.
7. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
8. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation: listing agreements; purchase and sale agreements; grant/warranty/quit claim deeds or other deeds causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.
9. Perform all steps necessary to realize on insurance proceeds, including but not limited to insurance proceeds relating to foreclosures, short sales, deeds in lieu of foreclosure, sale of REO Property, and the exercise of any rights of Owner under any insurance agreement.
10. Indorse all checks, drafts and/or other negotiable instruments made payable to Owner as payments by borrowers in connection with the Mortgage Loans.

With respect to the Actions, Owner gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as Owner itself might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. Any Action taken pursuant to this Limited Power of Attorney shall be binding on Owner and Owner's successors and assigns.

Owner represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until they receive actual notice of termination or revocation thereof or unless an instrument of revocation has been made in writing. Any and all third parties dealing with Subservicer as Owner's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Subservicer, and need not make any inquiry about whether Subservicer is acting pursuant to the Servicing Arrangement. Any purchaser, title insurance company, public official or other third party may rely upon a written statement by Subservicer that any subject mortgage loan or real estate owned by Owner or by Subservicer for Owner as a result of the termination of the related Mortgage Loan, is subject to the authority and power conferred to the Subservicer pursuant to the Servicing Arrangement and this Limited Power of Attorney.

Nothing contained herein shall be construed to grant Subservicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Owner, that is not expressly granted within this Limited Power of Attorney or be construed to create a duty of Owner to initiate or defend any suit, litigation, or proceeding in the name of Subservicer, (ii) incur or agree to any liability or obligation in the name or on behalf of Owner, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Owner, except, in each case, as provided herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 19th day of February, 2016.

BANK OF AMERICA, N. A.

By: Gregory W. Blackmer
Name: Gregory W. Blackmer
Title: Vice President

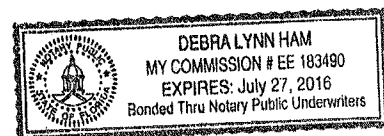
Witness: Ofelia T. Carlos
Name: Ofelia T. Carlos
Title: Officer

Witness: Jon Giraldo
Name: Jon Giraldo
Title: Secondary Market Ops

STATE OF FLORIDA :
: ss.
COUNTY OF DUVAL :

This instrument was acknowledged before me on February 19, 2016 by Gregory W. Blackmer, personally known to me to be Vice President of Bank of America, N.A., a national banking association, on behalf of said national banking association.

Debra Lynn Ham
Debra Lynn Ham
My commission expires: 7/27/16



LIMITED POWER OF ATTORNEY TO NEW PENN FINANCIAL LLC DBA SHELLPOINT MORTGAGE SERVICING


THIS INSTRUMENT PREPARED BY AMIE ELDRED 7315 S DURANGO DRIVE, LAS VEGAS, NV 89113

Tab E



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0164
Right of Way Committee Members

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

DATE: June 14, 2017

RE: State Road 429 Wekiva Parkway, Project 429-205; Parcel 288
Proposed Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the recommendation of the Right of Way Committee for approval by the CFX Board of a negotiated settlement between Thomas Olin Mahaffey, Jr. and Julie Mahaffey (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 288 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-205.

DESCRIPTION AND BACKGROUND

Parcel 288 is a fee simple acquisition of 0.69 acre from a parent tract of 27.03 acres for use as limited access right-of-way. The property is located on the north side of Haas Road, just east of Plymouth Sorrento Road and approximately 1.7 miles north of West Kelly Park Road in Apopka, Orange County, Florida. The property is the homestead of Mr. and Mrs. Mahaffey who live in a custom-built, 5,056 s.f. 4-bedroom, 3.5-bath single family residence with a 2-car garage. Additional improvements include a 400 square foot cedar pavilion, a 525 square foot office/exercise building with a bathroom, a 512 square foot wooden deck, a small wooden tool shed, and the property is served by a private well and septic system. The property is zoned AG, Agricultural by the City of Apopka, with a future land use of Agricultural. The future land use classification permits residential development with a maximum one (1) dwelling unit per five (5) acres, as well as typical agricultural uses.

Chris Starkey with Integra Realty Resources-Orlando appraised the property on behalf of the CFX. Mr. Starkey opined the highest and best use as vacant would be holding the property for future residential development. As improved, the highest and best use would be continued use as a single-family residence.

Mr. Starkey used three (3) comparable land sales ranging in adjusted price from \$19,565 to \$24,145 per acre to arrive at a land valuation of \$24,000 per acre, or a total of \$649,000 for the

subject. Additionally, Mr. Starkey used three (3) comparable residential sales ranging in adjusted price from \$181.36 to \$277.89 per square foot to arrive at a valuation of \$250.00 per square foot, or a total of \$1,265,000 for the subject. Mr. Starkey's valuation of the whole property before taking was \$1,200,000, allocated at \$551,000 for improvements and \$649,000 for land only.

The taking consisted of 0.69 acre of land and 200 lf of hog wire field fencing, which Mr. Starkey valued at \$16,600 and \$560, respectively, for a total value of the part taken of \$17,160. Due to the negative impact on the remainder property caused by the limited access right of way, Mr. Starkey initially opined the damages to the remainder property at 5% or \$50,840. Mr. Starkey also provided a cost to cure for replacement of a portion of the field fencing. The gross cost to cure amount was \$1,224, less items paid for in the taking of \$560, for a net cost to cure amount of \$664. Thus, Mr. Starkey's final estimate of compensation for the taking totaled \$69,000, consisting of \$17,160 for land, \$50,840 for damages to the remainder, and \$664 for the cost to cure.

Mr. Starkey prepared an updated appraisal report in compliance with the case management order. The land sales comparables used in the updated report ranged in adjusted price of \$19,565 to \$31,079 per acre, from which Mr. Starkey arrived at a land valuation of \$27,500 per acre, or a total of \$743,000 for the subject. The three (3) residential sales comparables ranged in adjusted price from \$194.32 to \$263.66 per square foot to arrive at a valuation of \$250.00 per square foot, or a total of \$1,265,000 for the subject. Mr. Starkey's updated valuation of the whole property before taking was \$1,250,000, allocated at \$507,000 for improvements and \$743,000 for land only.

The taking of 0.69 acre of land was valued at \$18,975 in the updated appraisal, and the hog wire fencing was valued at \$580, for a total value of the part taken of \$19,580. Mr. Starkey opined the damages to the remainder property caused by (1) the proximity of the roadway project, (2) vehicular noise influences, (3) loss of privacy, and (4) loss of rural country appeal, at 25% or \$295,420. The gross cost to cure amount was \$1,272, less items paid for in the taking of \$580, for a net cost to cure of \$692. Mr. Starkey's final updated estimate of compensation for the taking totaled \$316,000, consisting of \$19,580 for the land, \$295,420 for damages to the remainder, and \$692 for the net cost to cure.

Richard C. Dreggors of Calhoun, Dreggors & Associates, Inc., appraised the subject on behalf of Mr. and Mrs. Mahaffey. Mr. Dreggors opined, based upon information from Ed Williams of Williams Development, that had the Wekiva Parkway project not been built, it was probable the property would have had a future land use of Residential Low and the zoning would have been Planned Residential Development, allowing a density of three (3) to five (5) dwelling units per acre of land. Mr. Dreggors's opinion of the highest and best use of the subject as vacant would be for low density residential use, and the highest and best use as improved would be continuation of use as a single family residence, removal of the additional site improvements and incorporation into a lower density residential development.

Mr. Dreggors used two sets of sales data for land sales comparable. The first set relies upon sales for the valuation date of September 2, 2015, outside of the project area, located in west Orange and east Lake Counties. These comparable land sales provided an unadjusted price range from \$39,063 to \$111,248 per acre. The comparable land sales near the subject were

valued near the project resolution date of December 18, 2006. These sales provided an unadjusted price range of \$39,995 to \$81,728 per acre. Mr. Dreggors based his opinion of the value of the subject at \$65,000 per acre, or a total of \$1,757,000 for the parent tract. Mr. Dreggors used comparable residential sales ranging in unadjusted prices of \$64.58 to \$78.09 per square foot for the 2015 valuation date, and unadjusted prices ranging from \$65.49 to \$82.13 for the 2006 valuation date. Based upon these valuations, Mr. Dreggors opined the Mahaffey home should be valued at \$65.00 per square foot for a total of \$328,600. Thus, Mr. Dreggors opined the whole property prior to taking was valued at \$2,165,000, consisting of \$1,757,000 for land and \$408,000 for improvements.

Mr. Dreggors opined the proximity of the completed parkway including its above-grade to below-grade route along the remainder property creates damages of 60% to the remainder property (\$763,900) plus an additional 20% to the improvements (\$81,600).

Mr. Dreggors opines the taking of 0.69 acre at \$65,000 per acre is \$44,900, he includes no improvements in the taking, and total damages of \$845,500 to arrive at a total value of the taking of \$890,400.

The Mahaffey's are represented by Raymer Maguire, III, Esquire. After negotiations with Mr. Maguire, we reached a settlement in the amount of \$603,200 for the underlying claim, plus \$76,890.24 in full settlement of all experts' fees and costs, plus \$153,550 in full settlement of statutory attorneys' fees.

For the above-cited reasons, Right of Way counsel requests the Right of Way Committee recommend to the CFX Board the settlement of this matter in the total amount of \$833,640.24, which is in the CFX's best interest. Settlement of any and all claims for Parcel 288 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire the parcel.

RECOMMENDATION

We respectfully request that the Right of Way Committee recommend that the CFX Board approve the proposed settlement of \$833,640.24 in settlement of all claims for compensation in the acquisition of Parcel 288, including statutory attorneys' fees and any costs and experts' fees and costs.

ATTACHMENTS

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 288
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 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 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 1247.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 633.74 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 89°05'11" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 796.01 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°05'11" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 200.24 FEET TO THE SOUTHWEST CORNER OF SAID LANDS AND A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°42'12" WEST ALONG SAID EAST LINE, A DISTANCE OF 150.18 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°05'11" EAST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 200.24 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°42'12" EAST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 150.18 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.690 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 11, 2015

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

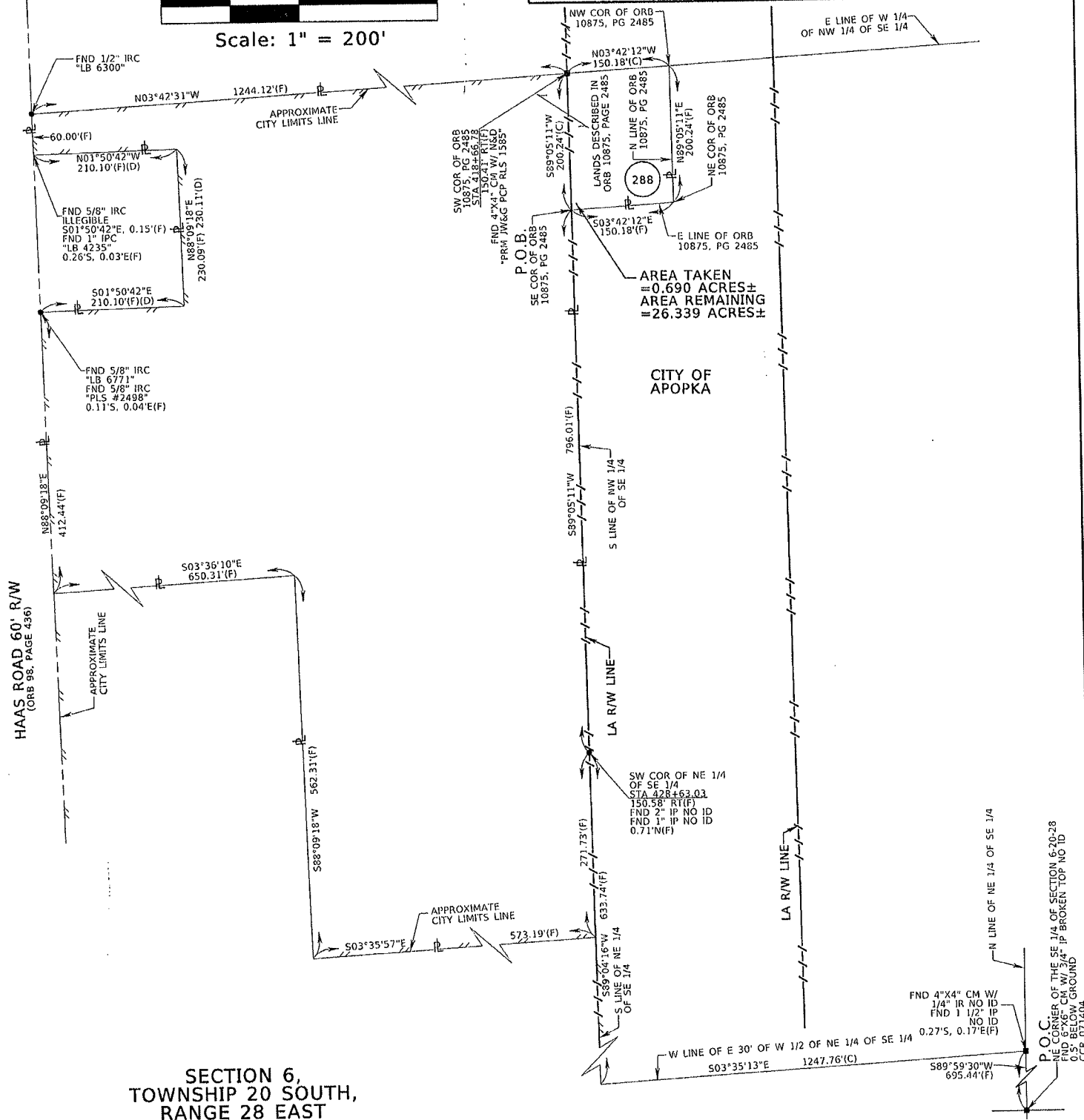
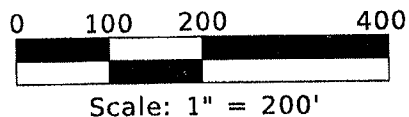
STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL NO. 288



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S. INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: (407) 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT "A"

SKETCH OF DESCRIPTION



SECTION 6,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST

SEE SHEET 1 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 11, 2015

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL NO. 288



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SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C) = CALCULATED
(D) = DEED
(F) = FIELD
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
FND = FOUND
ID = IDENTIFICATION
IP = IRON PIPE
IPC = IRON PIPE AND CAP
IR = IRON ROD
IRC = IRON ROD AND CAP
LA = LIMITED ACCESS

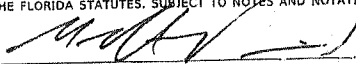

LT = LEFT
N&D = NAIL AND DISK
NO. = NUMBER
ORB = OFFICIAL RECORDS BOOK
PL = PROPERTY LINE
PG = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
RT = RIGHT
R/W = RIGHT OF WAY
STA = STATION
W/ = WITH
= COMMON OWNERSHIP

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 89°59'30" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTIONS
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

				<p>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.</p> <p> 4-9-2015</p> <p>H. Paul deVivero, Professional Land Surveyor No. 4990 DATE</p>	
REVISED PER COMMENTS		DPW	04/09/2015		
REVISION		BY	DATE		
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 288		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S. INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: (407) 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	
DATE: MARCH 11, 2015					
PROJECT NO.: P04-04					
DRAWN: DPW CHECKED: JMS					



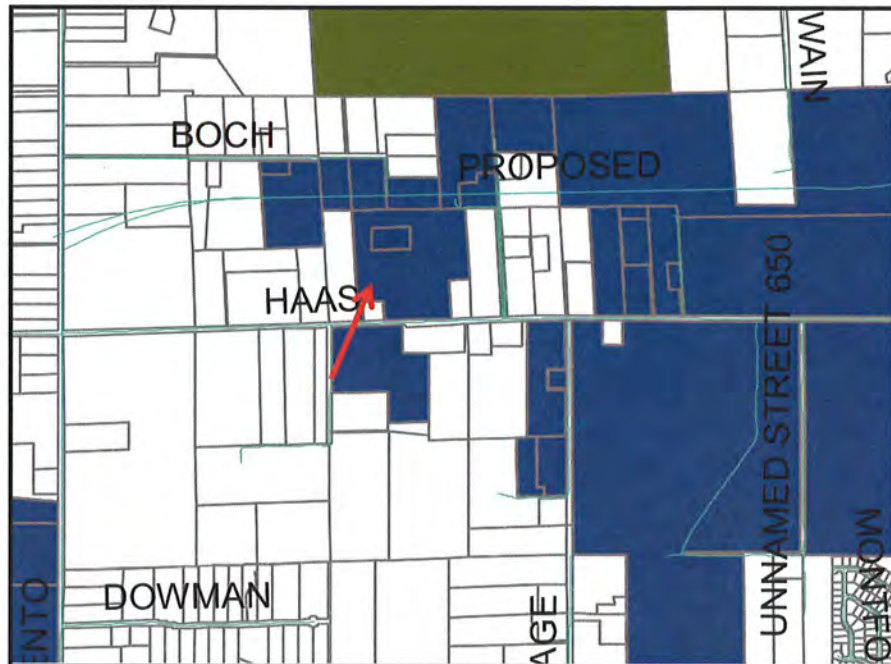
Wekiva Parkway Project 429-205 Parcel 288

Single Family Residential

2219 Haas Road

Apopka, Florida

Zoning Map



Future Land Use Map



Hazardous Substances

An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. No hazardous substances were observed during our inspection of the improvements; however, we are not qualified to detect such substances. Unless otherwise stated, we assume no hazardous conditions exist on or near the subject.

Personal Property

No personal property items were observed that would have any material contribution to market value.

Conclusion of Improvements Analysis

Overall, the quality, condition, and functional utility of the improvements are good/average for their age and location.



Front elevation of the home
(Photo Taken on April 30, 2015)



Rear elevation of the home
(Photo Taken on April 30, 2015)



Typical view of master bedroom
(Photo Taken on April 30, 2015)



Typical view of guest bedroom
(Photo Taken on April 30, 2015)



Typical view of the living room
(Photo Taken on April 30, 2015)



Typical view of the kitchen
(Photo Taken on April 30, 2015)



Typical view of pool/spa
(Photo Taken on April 30, 2015)



Typical view of master bath
(Photo Taken on April 30, 2015)



View of the movie theatre room
(Photo Taken on April 30, 2015)



View of living room
(Photo Taken on April 30, 2015)



Typical view of the office/exercise room
(Photo Taken on April 30, 2015)



Typical interior view office/exercise room
(Photo Taken on April 30, 2015)



Typical view of the land and tree farm
(Photo Taken on April 30, 2015)



Typical view of the rear yard and pavilion
(Photo Taken on April 30, 2015)

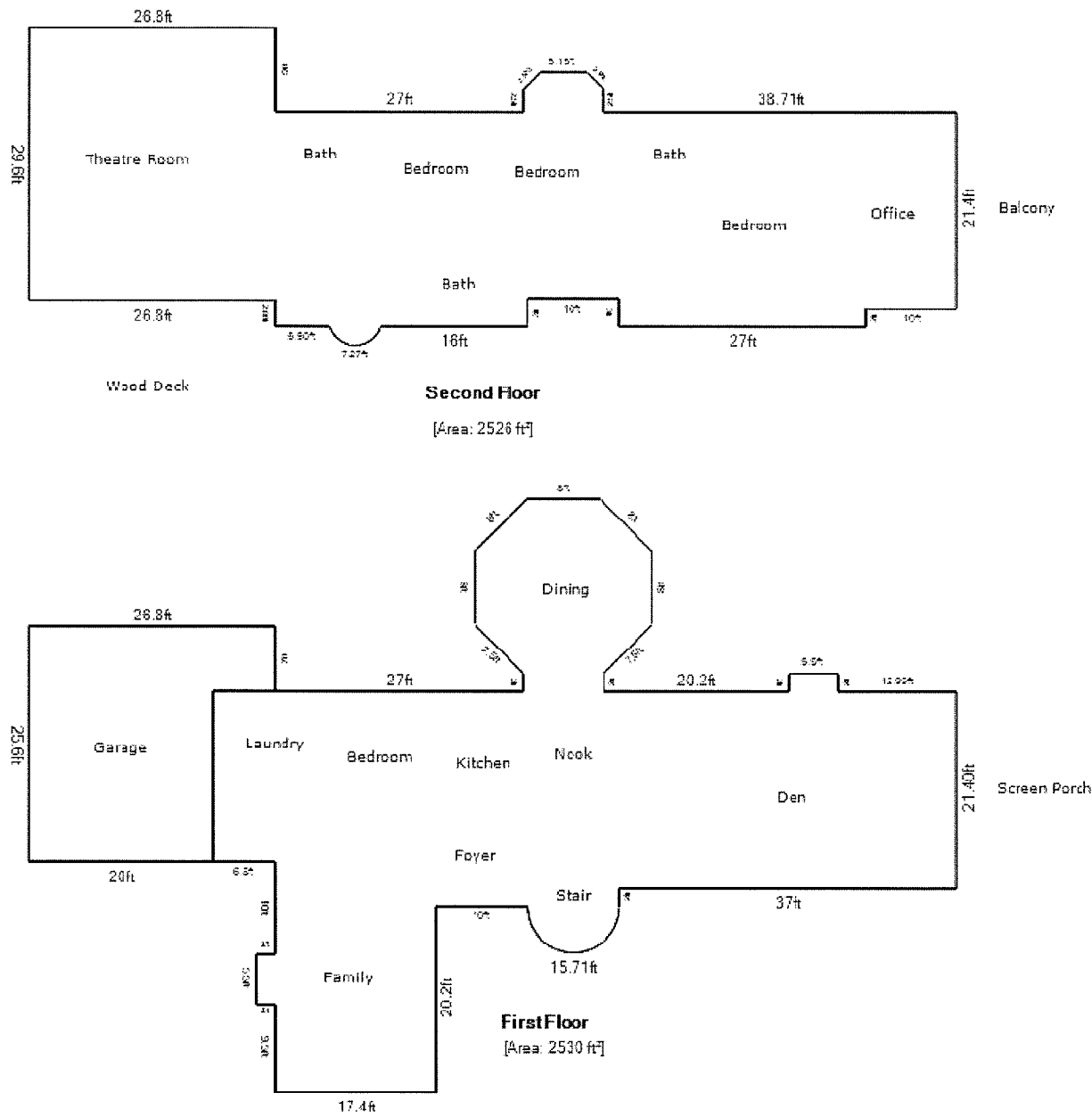


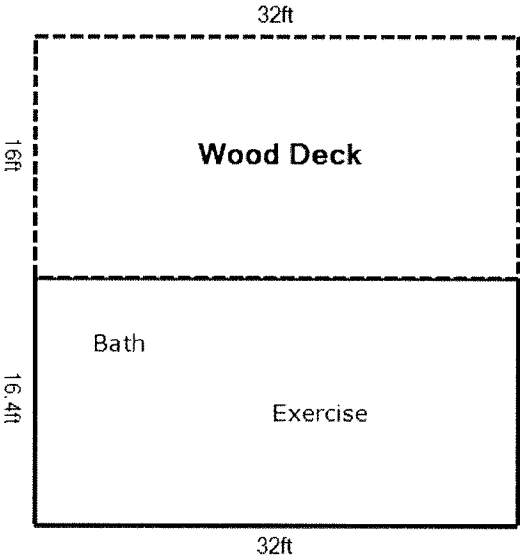
Land area within the "take" facing south
(Photo Taken on April 30, 2015)



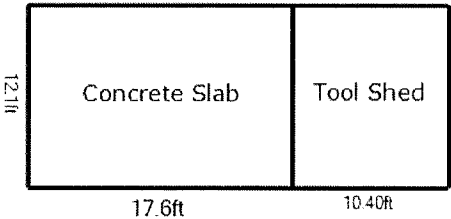
Land area within the "take" facing north
(Photo Taken on April 30, 2015)

Sketch of Homestead





ACCESSORY BUILDING



SETTLEMENT AGREEMENT


During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondents, THOMAS OLIN MAHAFFEY, JR. and JULIE MAHAFFEY (referred to as "Respondents"), reached the following Settlement Agreement:

1. Petitioner will pay to Respondents the sum of SIX HUNDRED THREE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS exactly (\$603,200.00) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 288, including statutory interest and all claims related to real estate and business damages, if any. 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.
2. Petitioner will pay to the Trust Account of Maguire & Lassman, P.A., the total sum of SEVENTY-SIX THOUSAND, EIGHT HUNDRED NINETY AND 24/100 DOLLARS (\$76,890.24), in full settlement of all experts' fees and costs incurred on behalf of Respondents in this matter.
3. Petitioner will pay to Maguire & Lassman, P.A., the sum of ONE HUNDRED FIFTY-THREE THOUSAND, FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$153,550.00) in full settlement of statutory attorney's fees in this matter.
4. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of SIXTY-NINE THOUSAND AND NO/100 DOLLARS (\$69,000.00). Within thirty (30) 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 the sum of FIVE HUNDRED THIRTY-FOUR THOUSAND, TWO HUNDRED AND NO/100 DOLLARS EXACTLY (\$534,200.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case. Additionally, a Clerk's Fee in the amount of ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$170.00) will be added to the settlement amount for processing the deposit through the Court Registry.
5. 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.
6. 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 (15) days from the date of approval of this Settlement Agreement by the CFX Board.
7. 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.

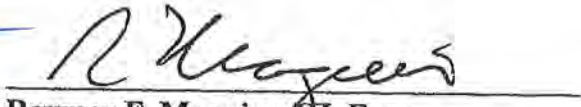
8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 288, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

9. Respondents shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

10. This Settlement Agreement, executed by the counsel for the parties listed below on this 14th day of June, 2017, contains all the agreements of the parties.



David A. Shontz, Esq.
SHUTTS & BOWEN LLP
Counsel for Petitioner,
Central Florida
Expressway Authority



Raymer F. Maguire, III, Esq.
MAGUIRE & LASSMAN, P.A.
Counsel for Respondents,
Thomas Olin Mahaffey, Jr. and
Julie Mahaffey

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

June 9, 2017

Raymer F. Maguire, Esq.
c/o Maguire Lassman
605 East Robinson Street
Suite 140
Orlando, FL 32801

RE: Owner: Mahaffey
Project: Wekiva Parkway
Parcel No.: 288
County: Orange

INVOICE

Review condemnor appraisal, conference with experts, review use of property, land sales research/analysis, review land sales, review engineering report, review land planning report, inspect subject property, meetings with owners, review highest and best use before and after, research/analyze 2006 sales, review 2006 sales data, review contractor's RCN, study research, review utility extension costs/issues, review information for 2006 valuation analysis, verification of sales, review/write report, review updated CFX appraisal.

Abrams Schmidt:	110.75 Hrs. x \$175/Hr. =	\$19,381
Dreggors:	49.75 Hrs. x \$275/Hr. =	<u>13,681</u>
Total		\$33,062

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3305 • Fax (407) 835-3393

EXHIBIT "D"

OWNER	MAHAFFEY	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	288	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/08/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	0.50
04/13/16	REVIEW SUBJECT MATERIAL; REVIEW/ANALYSIS OF CONDEMNOR'S APPRAISAL AND SALES; RESEARCH AND ANALYSIS OF SALES.	4.25
04/14/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.25
05/17/16	RESEARCH/ANALYSIS OF SALES; PULL SITE PLANS, CITY DOCUMENTS, ETC.; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	4.25
05/18/16	RESEARCH/ANALYSIS OF SALES.	3.25
05/19/16	ANALYSIS OF SALES; CONFERENCE CALL WITH EXPERTS.	4.00
05/20/16	RESEARCH/VERIFY SALES; CONFERENCE CALL WITH CONTRACTOR.	4.50
05/23/16	PREPARE FOR AND INSPECTED THE SUBJECT PROPERTY; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; RESEARCH/ANALYSIS OF SALES.	6.00
05/24/16	CONFERENCE CALL WITH EXPERTS; ANALYSIS OF SALES; VERIFY SALES.	3.75
05/25/16	ANALYSIS OF SALES.	2.00
05/26/16	CONFERENCE CALL WITH EXPERTS.	1.25
05/27/16	MET WITH DR. HARRIS REGARDING BLIGHT ANALYSIS; ANALYSIS OF SALES DATA; DISCUSS HIGHEST AND BEST USE WITH LAND PLANNER.	2.50
05/31/16	CONFERENCE CALL WITH EXPERTS; ANALYSIS/ VERIFICATION OF SALES.	3.75
06/01/16	CONFERENCE CALL WITH EXPERTS; ASSISTED WITH APPRAISAL.	5.00
06/03/16	RESEARCH IMPROVED SALES; ANALYSIS OF SALES.	2.75
06/06/16	ASSISTED WITH APPRAISAL; RESEARCH SALES; REVIEW/ANALYSIS OF TRI-CITIES DOCUMENTS.	4.50

OWNER	MAHAFFEY	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	288	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
06/10/16	ASSISTED WITH APPRAISAL; PREPARE FOR SITE INSPECTIONS; INSPECTED LAND SALES.	4.00
06/16/16	CONFERENCE CALL WITH EXPERTS.	1.00
12/21/16	CALL WITH EXPERTS.	0.75
01/11/17	CALL WITH EXPERTS.	0.50
01/13/17	CALL WITH EXPERTS	0.75
03/27/17	REVIEW UPDATED LAND PLANNING ANALYSIS; RESEARCH/ANALYSIS OF AFTER SALES; ASSISTED WITH APPRAISAL.	4.75
03/29/17	ANALYSIS OF IMPROVED SALES; ASSIST WITH APPRAISAL; ANALYSIS OF DAMAGES.	4.50
03/31/17	WORKED ON IMPROVED SALE WRITE-UPS; MEETING WITH RICK TO REVIEW AND DISCUSS ADDITIONAL ANALYSIS NEEDED; ASSISTED WITH APPRAISAL; CALL WITH OWNER'S REPRESENTATIVES.	6.00
04/03/17	WORKED ON IMPROVED SALE WRITE-UPS; PREPARE FOR INSPECTIONS; RESEARCH/ANALYSIS OF LAND SALES FOR IMPROVED SALE ALLOCATION; ANALYSIS OF AFTER SALES; ASSIST WITH APPRAISAL; CALL WITH LAND PLANNER.	6.25
04/04/17	ASSISTED WITH APPRAISAL; CALL WITH OWNER'S REPRESENTATIVE.	2.50
04/07/17	MEETINGS WITH RICK TO DISCUSS 2006 ANALYSIS; RESEARCH/ANALYSIS OF 2006 SALES; REVIEW SALES WITH RICK; CALL WITH OWNER'S REPRESENTATIVE; ANALYSIS OF OWNER'S PRIOR SALES HISTORY IN THE NEIGHBORHOOD.	2.25
04/10/17	PREPARE FOR CONFERENCE CALL; CALL WITH EXPERTS AND OWNER; MEETING WITH RICK TO REVIEW 2006 SALES DATA.	2.00
04/11/17	WORKED ON 2006 IMPROVED SALE WRITE-UPS AND EXHIBITS; WORKED ON 2006 LAND SALES; VERIFY SALES; ASSIST WITH APPRAISAL; REVIEW UPDATED UTILITY COSTS.	4.50

OWNER	MAHAFFEY	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	288	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/12/17	WORKED ON 2006 IMPROVED SALE WRITE-UPS; VERIFY SALES; ASSIST WITH APPRAISAL; WORK ON ADDENDA; PREPARE FOR SALE INSPECTIONS.	4.00
04/13/17	ASSISTED WITH APPRAISAL.	3.25
04/17/17	ASSISTED WITH APPRAISAL; CALL WITH ENGINEER.	1.25
04/18/17	WORKED ON SALE WRITE-UPS/VERIFICATIONS; ASSISTED WITH APPRAISAL; WORKED ON ADDENDA.	3.00
05/04/17	ASSIST WITH APPRAISAL; ASSIST WITH ADDENDA PREPARATION.	2.00
05/05/17	MEETING WITH RICK; WORK ON APPRAISAL.	2.75
05/08/17	CALL WITH OWNER'S REPRESENTATIVE; REVIEW UPDATED ENGINEERING ANALYSIS.	<u>1.25</u>
	TOTAL HOURS	110.75

OWNER	MAHAFFEY	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	288	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/15/15	REVIEW SUBJECT INFORMATION AND CONDEMNOR APPRAISAL OF THE SUBJECT PARCEL.	2.25
04/08/16	PREPARE FOR AND CONFERENCE WITH EXPERTS.	0.50
04/12/16	REVIEW CFX REPORT; PREPARE FOR CONFERENCE CALL WITH EXPERTS.	1.25
04/14/16	PREPARE FOR CONFERENCE WITH EXPERTS; REVIEW OUR SCOPE OF WORK AND VALUATION ASSIGNMENTS.	1.25
05/05/16	PREPARE FOR AND CONFERENCE WITH OWNER AND EXPERTS TO REVIEW USE OF PROPERTY AND POSSIBILITY OF MINING PART OF THE PROPERTY.	0.75
05/19/16	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW MEI REPORT AND LAND PLANNING/HIGHEST AND BEST USE.	1.75
05/23/16	INSPECT SUBJECT; MEET WITH OWNER; CONFERENCE WITH OWNER'S REPRESENTATIVE.	4.75
05/24/16	CONFERENCE WITH EXPERTS; REVIEW HIGHEST AND BEST USE BEFORE AND AFTER.	3.25
05/25/16	CONFERENCE WITH EXPERTS; REVIEW 2006 SALES DATA FOR VALUATION ANALYSIS.	2.00
05/26/16	CONFERENCE WITH PLANNERS AND ENGINEER.	1.25
	CONFERENCE WITH EXPERTS; ANALYSIS OF DATA.	2.25
06/01/16	REVIEW CONTRACTOR'S RCN; CONFERENCE WITH ASSOCIATE REGARDING THE COSTS; PREPARE FOR CONFERENCE WITH EXPERTS.	3.50
06/03/16	BEGIN ANALYSIS OF LAND SALES WITHIN AND OUTSIDE THE PROJECT AREA.	1.50
07/31/16	ASSIST WITH LAND SALES ANALYSIS OF LAND INSIDE AND OUTSIDE PROJECT AREA.	1.75
10/31/16	PREPARE FOR CALL WITH EXPERTS.	0.50
12/09/16	CONFERENCE WITH EXPERTS REGARDING EXHIBITS FOR REPORTS.	0.75

OWNER	MAHAFFEY	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	288	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
01/11/17	PREPARE FOR CONFERENCE WITH EXPERTS REGARDING LAND PLANNING ANALYSIS; REVIEW UTILITY EXTENSION COSTS/ISSUES.	1.00
04/03/17	REVIEW INFORMATION FOR 2006 VALUATION ANALYSIS; MEETING WITH ASSOCIATE TO PREPARE FOR CONFERENCE CALL.	0.75
04/04/17	PREPARE FOR AND CONFERENCE WITH EXPERTS AND OWNER'S REPRESENTATIVE.	0.50
04/06/17	PREPARE FOR AND CONFERENCE WITH PLANNER AND EXPERTS TO REVIEW HIGHEST AND BEST USE BEFORE AND AFTER THE TAKING.	1.50
04/07/17	CONFERENCE WITH OWNER'S REPRESENTATIVE; LATER CONFERENCE WITH PLANNER.	1.50
04/10/17	CONFERENCE WITH EXPERTS AND OWNER'S REPRESENTATIVE; VERIFICATION OF SALES; MEETING WITH ASSOCIATE.	1.75
04/18/17	CONFERENCE WITH JOSH HARRIS REGARDING REPORT DEADLINES AND OWNER'S REPRESENTATIVE.	0.50
05/01/17	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING LEGAL INSTRUCTION AND ENGINEERING/PLANNING REPORT DEADLINES.	0.50
05/05/17	REVIEW/WRITE REPORT; INSPECT SALES; MEETING WITH ASSOCIATE.	6.75
05/08/17	REVIEW/WRITE REPORT; CONFERENCE WITH ENGINEER.	4.00
05/23/17	REVIEW UPDATED CFX APPRAISAL; CONFERENCE WITH MATT SILBERNAGEL.	<u>1.75</u>
	TOTAL HOURS	49.75



Invoice

Please remit to:

Vanasse Hangen Brustlin, Inc.

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

617.924.1770 F 617.924.2286

Raymer Maguire, III
Attorney
Maguire Lassman, P.A.
605 E. Robinson Street
Suite 140
Orlando, FL 32801

Invoice No: <Draft>
June 6, 2017
VHB Project No: 62392.00

Invoice Total \$16,971.47

Professional Planning Services for Mahaffey Property

Professional Services Thru June 6, 2017

Professional Personnel

	Hours	Rate	Amount
Principal 2	1.00	275.00	275.00
Principal 1	25.00	250.00	6,250.00
Technical/Professional 07	5.00	125.00	625.00
Technical/Professional 06	5.00	125.00	625.00
Technical/Professional 05	59.50	125.00	7,437.50
Technical/Support 2	14.00	85.00	1,190.00
Totals	109.50		16,402.50
Total Labor			16,402.50

Reimbursable Expenses

Printing	568.97
Total Reimbursables	568.97

Total this Invoice \$16,971.47

Billings to Date

	Current	Prior	Total
Labor	16,402.50	0.00	16,402.50
Expense	568.97	0.00	568.97
Totals	16,971.47	0.00	16,971.47



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

Project Number: 62392.00

Period: 201510

Date	Location	Job Type	User	Total
9/1/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$111.83
9/3/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.13
			Total	\$113.96



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

Project Number: 62392.00

Period: 201605

Date	Location	Job Type	User	Total
4/14/2016	Orlando FL	B/W Laser Printing	katieshannon	\$2.06
4/14/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$90.54
			Total	\$92.60



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

Project Number: 62392.00

Period: 201606

Date	Location	Job Type	User	Total
5/27/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.39
5/6/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$75.63
5/9/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$6.39
5/20/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$73.49
5/27/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$21.30
			Total	\$177.20



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

Project Number: 62392.00

Period: 201607

Date	Location	Job Type	User	Total
5/31/2016	Orlando FL	B/W Laser Printing	katieshannon	\$1.29
6/3/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.77
6/16/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.39
5/31/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$76.69
6/3/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
6/14/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$3.20
6/16/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$50.07
			Total	\$133.48

Billing Period thru 06/06/2017
Project No. 62392.00
Project Title: Planning Services for

Employee	Date	Time (in hours)	Description
Davis	05/25/16	0.50	Prep file to email
	05/27/16	2.50	Standard Rules exhibit
	06/01/16	1.00	Meeting to review new Wekiva exhibits
	06/02/16	1.00	Team meeting
	06/08/16	1.50	Timeline Maps
	06/09/16	1.00	Timeline Maps meeting
		7.50	
Hall	03/03/16	0.50	Tele call with Raymer
	04/08/16	1.00	Revisions to DPA
	04/14/16	1.00	Conference Call
	04/21/16	1.00	Conference Call
	04/28/16	1.00	Expert Mtg
	05/05/16	1.00	Meeting with Shannon
	05/11/16	0.50	Raymer Tele
	05/12/16	0.50	Meeting with Needler
	05/16/16	1.00	WP research
	05/17/16	0.50	Maitland Blvd Extension research
	05/20/16	0.50	Tele call with Dreggors
	05/24/16	1.00	Review West Area Plan
	05/25/16	1.00	Meeting with Shannon
	05/26/16	1.00	Meeting with Shannon
	05/27/16	2.00	Tele call with Raymer and expert team
	05/31/16	2.00	Research
	06/01/16	1.50	Tele conference
	06/02/16	0.50	In office meeting
	06/03/16	1.00	Raymer tele
	06/10/16	1.50	Review of historic exhibits
	06/16/16	0.50	Conference Call
	06/30/16	1.00	Meeting with Davis
	10/18/16	1.00	Invoicing
	11/01/16	1.00	Invoicing
	11/18/16	0.50	Tele call Raymer
	01/13/17	1.00	Expert mtg
	04/07/17	1.00	Review of exhibits with Shannon
		26.00	
Jackowski	08/28/15	0.50	File and upload executed MSA and Client Auth Email for Maguire Lassman/ Mahaffey Property and set up job in BT.

Billing Period thru 06/06/2017
Project No. 62392.00
Project Title: Planning Services for

Employee	Date	Time (in hours)	Description
Johnson	06/09/16	2.00	Corridor Alternatives Maps and Photoshop
Needler	05/09/16	1.00	Research
	05/10/16	0.50	Research
	05/16/16	1.00	Research
	05/18/16	1.00	Research
	05/19/16	1.50	Research
	05/20/16	1.50	Research
	05/31/16	1.50	Maitland Boulevard Extension
	06/03/16	1.50	Beltway Timeline
	06/06/16	1.00	Orlando Beltway Timeline
	06/07/16	1.00	Orlando Beltway Timeline
	06/08/16	0.50	Research
			Created an excel timeline for Jim & Company + added maps
	06/10/16	2.00	+ research
		14.00	
Shannon	09/01/15	3.00	GIS maps series and preliminary layout for report
	09/15/15	1.00	Meeting with Ed Williams/Jim
	04/07/16	2.00	Revisions to DPA; prep for conference call tomorrow
	04/08/16	3.50	Revisions to DPA; conference call with experts
	04/13/16	1.50	GIS map edits
			Conference call with expert witnesses and edits to DPA - environmental conditions section; pre-post condemnation
	04/14/16	3.00	sections
	04/21/16	0.50	Conference call with MEI, Raymer, Ed Williams
	04/28/16	1.00	Team meeting with Raymer, MEI, Ed Williams, JR Hall
	05/04/16	1.00	Revisions to DPA
	05/05/16	1.00	Revisions to DPA after meeting with Jim
	05/06/16	3.50	Revisions to DPA; review with Hall
			Conference call with expert team; coordination of shared
	05/09/16	1.50	documents
	05/19/16	2.00	Conference call with team
	05/20/16	1.50	Revisions to report; conference call with Courtney and Rick
	05/25/16	0.50	Reviewed West Area Plan with Jim
	05/26/16	0.50	Reviewed West Area Plan with Jim

Billing Period thru 06/06/2017
Project No. 62392.00
Project Title: Planning Services for

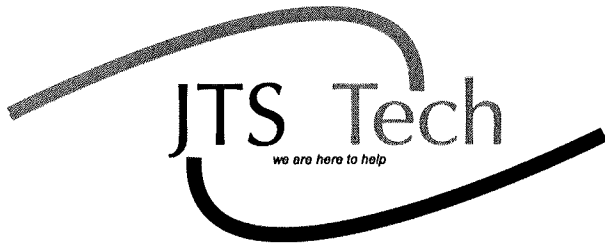
Employee	Date	Time (in hours)	Description
	05/27/16	1.00	Worked on revised timeline of Wekiva Parkway; meeting with Jim to discuss collection of evidence; revised DPA; coordinated with Katie about creation of Resolution 2007-02 map
	05/31/16	5.00	research on 2006 land use; created memorandum on land uses at this time; revisions to report; 2 hour telephone conference
	06/01/16	3.00	two hour conference with expert witnesses; revisions to report
	06/02/16	0.50	Meeting with Ben, Kyle, Katie, Jim about Wekiva Parkway
	06/10/16	1.00	Meeting on Parkway Alignments; work in InDesign and GIS
	06/14/16	1.00	on Exhibits; meeting with Maguire Law
	06/15/16	1.00	Wekiva Parkway Timeline exhibits
	06/16/16	2.00	Wekiva Parkway timeline exhibits/beltway timeline exhibits
	06/20/16	1.00	in Photoshop/InDesign
	11/30/16	0.50	Conference call; revisions to Wekiva Parkway history
	12/01/16	0.50	exhibits and timeline
	12/09/16	1.00	Revisions to timeline exhibits
	12/12/16	2.50	Conference Call
	12/13/16	0.50	Expert Witness telephone conference
	12/21/16	1.00	Meeting with Dreggors, Maguire, Matt, Josh Harris, Harold on history of Wekiva Parkway and development; further research on docs like EIS< PD&E start of creation of graphics
	01/11/17	1.00	Series of roadway exhibits in GIS, Photoshop, and InDesign: Wekiva Springshed and Springs exhibit, Municipalities exhibit, Planned Highway Exhibit
	01/13/17	0.50	Edits to blight graphics
	03/27/17	0.50	Conference call with Raymer, Abrams, Harris, Glenna, Matt; revisions to DPA
	04/03/17	0.50	Conference call with Hall, Dreggors, Matt, Rayme
	04/06/17	1.50	Conference call with expert witnesses
	04/11/17	0.50	Email correspondence with Courtney; revised report exported to pdf and sent to Courtney and Raymer
	05/01/17	1.00	Email correspondence; Tele meeting with Abrams and Dreggors
			Meeting with Hall; review of West Study Area and JPA; expert witness team telephone conference
			Research on old FLUMs
			Email correspondence w/ Abrams; revised report

Billing Period thru 06/06/2017

Project No. 62392.00

Project Title: Planning Services for

Employee	Date	Time (in hours)	Description
	06/05/17	0.50	Expert meeting via tele conferece - Kevin, Hall, Dreggors, Raymer
		54.50	
Taniguchi	05/20/16	3.00	Work on the Wekiva Parkway History
	06/02/16	1.00	Maitland Extension Research
	06/09/16	1.00	Orlando beltway history/timeline
		5.00	
Total		109.50	



June 7, 2017

Invoice Mailing:

Mr. Raymer F. Maguire
Attorney at Law
Maguire Lassman, P.A.
605 E. Robinson Street, Suite 140
Orlando, FL 32801

Services Completed For :

Client : T.O. Mahaffey
Project : Wekiva - Parkway
County : Orange
Parcel : 288
Job Number : ML2016-702A-288
Hourly Rate : \$120.00
Total Hours : 5.18

Summary:

Research and analysis of data, graphics and maps to be used on behalf of the client. Time and details for the services completed are provided on the subsequent pages. All costs for time, travel and materials have been factored in for a comprehensive billing approach.

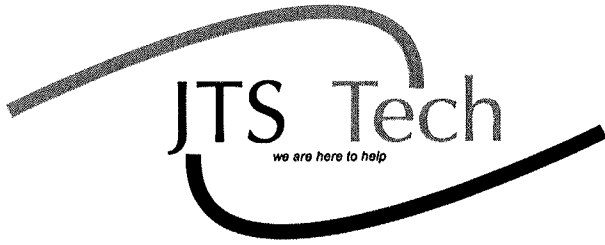
Thank you ,

A handwritten signature in black ink, appearing to read 'Jerry Holder', is written over a light blue horizontal line.

Jerry Holder
JTS Tech Support Staff
JTSTechhelp@gmail.com
(407) 718-7530

Total Invoiced Amount :	\$621.60
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Payment should be mailed to: JTS Tech P.O. Box 682 Plymouth, FL 32768



Client : T.O. Mahaffey
 Project : Wekiva - Parkway
 County : Orange
 Parcel : 288
 Job Number : ML2016-702A-288
 Hourly Rate : \$120.00
 Total Hours : 5.18

For Services Rendered Please Remit :	\$621.60
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Date and Detail	Time
5/23/16	
Correspondence sent to Richard Dreggor's office	0.50
- Download and indexing of VHB data files for exhibit review and discussion	
- Correspondence with ML office on findings and update	
5/31/16	
Join me conference call to discuss data and ideas as to the best way to explain what is being seen with the case. Review of potential ideas on what information still needs to be	0.50
6/1/16	
Phone call discussing property usage, zoning and experts thoughts and directions.	1.50
Gaining an understanding of the different perspectives on before and after conditions of how the Beltway now impacts the property and the owner's ability to utilize his land.	
Additional research with experts as to possible graphics and maps to be utilized.	
9/9/16	
Reviewed new trial order Filing # 45989555 from 09/01/2016 and critical date chart.	0.25
11/8/16	
Reviewed sample data from Josh Harris. Small sampling uploaded for quick verification on various map point programs	0.04
11/18/16	
Join me conference call to discuss data and ideas as to the best way to explain what is being seen with how Blight will be addressed as part of the case. Review of potential ideas on what information still needs to be obtained at this point.	0.05
Reviewed a number of discussion points on how to best present the findings and key points of CFX documents that has been amassed over the years through studies, reports,	
12/1/16	
T/C Blight Cases; Raymer;Matt;;Hall;K.Shannon;K.Hebert;Holder	0.03
Continued to review potential PPT slides for overall case involvement	
Participation in Matt's overview of published government documents.	
12/9/16	
T/C Blight cases; Raymer;Matt;;	0.05
Continued discussion and review for potential PPT slides for overall case development.	
Detailed discussion on proper map and data usage in regards to published government documents.	
12/14/16	
Phone call discussing property reports still in progress and the potential order of	0.02

Thank you for the opportunity to provide the service above. Please make checks Payable to JTS Tech

12/22/16	
T/ Mahaffey; Raymer; Matt; K.Hebert;J.Harris;R.Dreggors;D.Morris;K.Shannon;J.Holder;C.Haynes;Tom M. conference call to discuss progress on reports and timeline possibilities	0.50
4/10/17	
Review of emails and location pertaining to the Mahaffey project. Identified property locations in the desired video footage Outlined and discussed extraction sections for the video footage	1.75
Time Total :	5.18

Lakemont Group

2037 Shaw Lane, Orlando, FL 32814

INVOICE

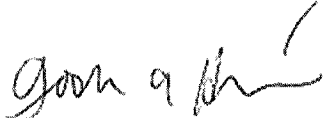
Invoice Number 1
Period Covered –
5/17/16 to 6/7/17

June 7, 2017

To: Raymer F. Maguire, III
Maguire Lassman, P.A.
605 E. Robinson St, Suite 140
Orlando Florida 32801
Attn: Accounts Payable

DATES	DESCRIPTION	PERSON	HOURS	RATE	AMOUNT
	<u>Client: Thomas Olin & Julie Mahaffey</u> <u>Matter: CFX v. Morris et. al. – Parcel 288</u> <u>2219 Haas Road, Apopka, Florida</u> <u>Case No: 2015-CA-006557-O</u>				
See Attached	Meetings and calls with attorneys and clients, review of documents, determine scope of report and research.	JH	4.0	\$350.00	\$ 1,400.00
See Attached	Background research, collection of market data, research on project history, subdivision development, and macroeconomic and demographic factors.	JH TS	4.325 3.5	\$350.00 \$175.00	\$ 1,513.75 \$ 612.50
See Attached	Draft report, prepare charts, maps, graphs and summarize file and append into report.	JH	10.725	\$350.00	\$ 3,753.75
	SUB TOTAL:				\$ 7,280.00
Expenses	None				\$ 0.00
	TOTAL DUE: NOTE: Bill reflects partial time allocations (CFX Parcel 287/887 – Morris, detailed on next page) Note: Hour Detail Sheet Attached				\$ 7,280.00

Thank you very much for the opportunity to serve.



Joshua A. Harris, Ph. D., CRE, CCIM, CAIA
Managing Partner
Lakemont Group

Payment Instruction via Check:

LAKEMONT GROUP
c/o JOSHUA HARRIS
2037 SHAW LANE
ORLANDO, FL 32814

Hour Detail Sheet

Client: T.O. and Julie Mahaffey					
Matter: CFX Parcel 288 - 2219 Haas Road, Apopka FL					
Person	Date	Hrs	Description	Allocation	Allotted Time
JH	5/17/2016	1.2	initial case talk - scope of work - items to research	25%	0.3
JH	5/17/2016	0.7	doc intake and reivew - review subject property	25%	0.2
JH	5/18/2016	1.2	doc intake and reivew - Review CFX appraisal	25%	0.3
JH	5/20/2016	1.4	call to discuss case issues - issues affecting value	25%	0.4
JH	5/23/2016	1.2	call to discuss case issues - development potentia	25%	0.3
JH	5/24/2016	1	call to discuss case issues - update scope of report	25%	0.3
JH	5/25/2016	3.3	update and research econ indicators	25%	0.8
JH	5/26/2016	0.8	obtain charles wayne data	25%	0.2
JH	5/26/2016	0.7	call to discuss case issues - results of research	25%	0.2
JH	5/26/2016	1	call to discuss case issues - receive update of subj	25%	0.3
JH	5/27/2016	3	research of market area and data collection	25%	0.8
TS	5/27/2016	4	research of market area and data collection	25%	1.0
TS	5/28/2016	2	research of market area and data collection	25%	0.5
JH	5/28/2016	4.5	draft report, set econ data charts	25%	1.1
JH	5/29/2016	3.4	draft report, market data anlaysis	25%	0.9
JH	5/31/2016	4	draft report - analysis of Project impacts	25%	1.0
JH	6/1/2016	4.5	draft report - analysis of Project impacts	25%	1.1
JH	6/1/2016	1	call to discuss case issues - scope of report/resear	25%	0.3
JH	6/2/2016	3.5	anlyze market data, draft report	25%	0.9
TS	6/2/2016	3	research of market area and data collection	25%	0.8
TS	6/2/2016	3	research of market area and data collection	25%	0.8
JH	6/3/2016	4.5	draft report - analysis of housing and real estate m	25%	1.1
JH	6/4/2016	3.2	draft report - microeconomics of SW OC	25%	0.8
JH	6/5/2016	2.5	proof and edit report - add econ data	25%	0.6
JH	6/14/2016	0.8	call to discuss case issues - report results of resear	25%	0.2
JH	6/15/2016	1	call to discuss case issues - update on valuation iss	25%	0.3
JH	6/15/2016	1	research items - CFX history and project scope	25%	0.3
TS	6/16/2016	2	research items - CFX history and project scope	25%	0.5
JH	6/16/2016	0.8	call to discuss case issues - scope of report/resear	25%	0.2
JH	11/1/2016	0.7	call to discuss case issues - scope of report/resear	25%	0.2
JH	12/1/2016	1.3	Update file, scope for report and timeline	25%	0.3
JH	4/10/2017	0.5	call to disucss report	100%	0.5
JH	4/15/2017	2.3	background research update, growth patterns	100%	2.3
JH	4/22/2017	3.2	draft and finanlize report	100%	3.2
JH	4/23/2017	2.1	draft and finanlize report	100%	2.1
JH	4/24/2017	0.5	edit and transmit draft report	100%	0.5
JH	5/2/2017	1.5	final edits and formating of report	100%	1.5
Total		76.3			26.7

Payment Instruction via Check:

LAKEMONT GROUP
 C/O JOSHUA HARRIS
 2037 SHAW LANE
 ORLANDO, FL 32814

please make checks payable to:

m e i civil, LLC

964 Lake Baldwin Lane., Suite 200

Orlando, FL 32814

407-893-6894

fax 407-893-6851

www.meicivil.com

bill to:

Raymer F. Maguire, III, Esquire

Maguire Lassman, P.A.

605 E. Robinson Street, Suite 140

Orlando, Florida 32801

Invoice Date: 6/8/2017

Invoice Number: 191024H-1

Invoice Amount Due: **\$20,440.88**

JOB: SR 429, Parcel 288

Mahaffey

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (GSM)	39.0	\$265.00	\$10,335.00	\$10,335.00
Senior Project Manager (KSH)	17.0	\$210.00	\$3,570.00	\$3,570.00
Senior Designer (JRR)	44.5	\$125.00	\$5,562.50	\$5,562.50
Subtotal				\$19,467.50
Expense (5%)				\$973.38
Total Fee Due				\$20,440.88

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

Work Descriptions for Glenna S. Morris, P.E.

191024H

Job Name *SR 429, Wekiva Pkwy, Mahaffey*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
5/6/2016	4.5	Prepare for and attend site visit w/Owner
5/11/2016	2.0	organize pics, info, analysis
5/17/2016	3.5	analysis, preliminary engineering report
5/18/2016	4.0	analysis, preliminary engineering report, send to Atty
5/19/2016	3.0	prepare for and attend mtg w/Atty, Appraisers, Planner, Owner, coordinate w/Designer, Contractor
5/20/2016	1.5	coordinate w/Designer, modifications
5/23/2016	2.5	coordinate w/Designer, report modifications
5/24/2016	5.5	prepare for and attend mtg w/atty, planners, appraiser, professor, revise report, research, prepare for & attend mtg w/Appraiser, atty, planner
6/1/2016	3.0	prepare for and attend mtg w/atty, planners, appraiser, revise report,
6/2/2016	2.0	research, report revisions
12/21/2016	0.5	mtg w/Atty, planner, appraiser
1/11/2017	1.0	prepare for and attend mtg w/Atty, Appraisers, Planner
1/13/2017	1.0	prepare for and attend mtg w/Atty, Appraisers, Planner
1/27/2017	1.0	coordinate w/Planner, research, provide map
5/3/2017	4.0	coordinate w/Contractor, revise report and exhibits
Total Hours:	39.0	

Work Descriptions for Kevin S. Hebert, PE

191024H

Job Name *SR 429, Par 288, Mahaffey, Thomas Jr. & Julie*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
4/14/2016	1.0	Prep and attend conf call
4/21/2016	0.5	Prep and attend conf call
5/19/2016	1.0	Cost pro rata share analysis
5/25/2016	0.5	City of Apopka GIS call and prep, analysis
6/2/2016	2.0	Pro rata share analysis - sewer / FM
12/9/2016	0.5	Prep and attend conf call
4/5/2017	1.0	Prep for conference call, analysis for costs, lengths, etc.
4/6/2017	2.0	Cost analysis, updates, review, prep for conf. call
5/5/2017	0.5	Analysis, PER update, coord.
5/8/2017	7.0	Analysis, PER and cost update, coord.
5/9/2017	1.0	Analysis, PER and cost update, coord.
<i>Total Hours:</i>		<i>17.0</i>

Work Descriptions for John R. Russell

191024H

Job Name ***Wekiva Parkway P289 Mahaffey***

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
4/15/2016	1.5		Download & Review Property Appraisal
4/18/2016	4.0		Create SR 429 Roadway Plans - Bridges & Stormwater Ponds
4/18/2016	4.0		Create SR 429 Roadway Plans - BaseLine Geometry
4/18/2016	2.5		Create Before Conditions Base File - Drafting & Calculations
4/19/2016	4.0		Create SR 429 Roadway Plans - Striping & Shading
4/19/2016	4.0		Create SR 429 Roadway Plans - Drainage Ditches & Structures
4/19/2016	1.5		Create USGS, FEMA, Aerial & Location Map Exhibits
4/20/2016	2.0		Create Area of Take Base File - Drafting & Calculations
4/20/2016	2.5		Create UnCured Conditions Base File - Drafting & Calculations
4/22/2016	2.0		Adjust Sheet SetUp From In-House MarkUps
4/22/2016	3.0		Create & Assemble Sheets From Cadd Base Files & Check Plot
5/17/2016	1.5		Add Dimensions to Structures; New Date & Plot
5/19/2016	8.0		Property Line @ R/W Profile (Elevation View)
5/20/2016	2.0		Property Line @ R/W Profile (Elevation View)
5/20/2016	2.0		Add Google Earth Aerial in Lieu of Labins Aerial
<i>Total Hours:</i>		<i>44.5</i>	

Williams Development Services, Inc.

Edward J. Williams
PRESIDENT

June 6, 2017

Mr. Raymer F Maguire III
Maguire Lassman PA
605 e. Robinson Street Suite 140
Orlando FL 32801

Subject: CFX v. T.O. And Julie Mahaffey
Parcel 288, Wekiva Parkway SR 429-205, Orange County
Land Planning and Development Permitting Analysis

Dear Mr. Maguire

The following invoice is for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated. Entries makes with an (A) Indicate times allocated on the same day between two or more cases.

DATE	SERVICES	HOURS
3-2-16	Meeting with attorney, retained in case, received initial work assignments	1.0
3-14-16	Site and neighborhood inspections	2.0
4-18-16		1.0
5-25-16		1.3
4-10-16	Review and comment on CFX appraisal from a land	3.3
4-14-16	Planning and development permitting standpoint.	1.0
4-20-16	Collect and analyze background data on Comprehensive Plan and Land	2.0
4-21-16	Development Code, permitting history of the property, access issues.	1.2
5-16-16	Review and comment on VHB report	1.0
4-26-17	Assist MEI Inc. on utility cost allocation and review and comment on report	1.0
5-8-17		2.0
4-21-16	Highest and best use analysis, damage analysis	3.0
6-1-16		2.5
4-28-16	Preparation for and attendance at team meeting of experts to report findings	1.0
5-26-16	exchange information and coordinate work assignments	1.0
12-15-16		1.0

407-422-8100 ❖ Fax 407-422-8180

Williams Development Services, Inc.

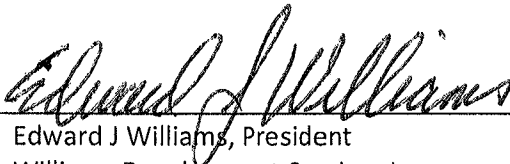
Edward J. Williams
PRESIDENT

1-5-17 Review and comment on Offer of Judgement Issues 1.0

Subtotal: 26.3 Hours at \$250.00 per Hour

Total Due: \$ \$6,575.00

Approved by:



Edward J Williams, President
Williams Development Services Inc.



POST OFFICE BOX 621287
OVIEDO, FLORIDA 32762
(407) 722-4161
Fax: (866) 431-6032

INVOICE #OV1756

June 9, 2017

Maguire Lassman, PA
605 E. Robinson Street, #140
Orlando, Florida 323801

Re: Mahaffey Residence Parcel
2219 Haas Road, Apopka, Florida

DESCRIPTION: Perform Eminent Domain work for the Mahaffey Residence Parcel.

TOTAL COST: 13.5 Hrs x \$150.00/hr = \$2,025.00

Thank you.

Sincerely,
Bert Karpinski
Ovation Construction, Inc.

TIME SHEET LOG
BERT KARPINSKI/OVATION CONSTRUCTION

PROJECT: Mahaffey Residence
2219 Haas Road, Apopka, Florida

DATE	HOURS	DESCRIPTION
5/24/2016	1	Received project info from Attorney. Review existing State Reports
5/25/2016	5	Performed site visit to document existing conditions.
5/29/2016	2	Worked on existing conditions report
5/30/2017	2.5	Worked on existing conditions report, cost of items in the parent tract & deferred maintenance report
5/31/2016	1	Completed & sent existing conditions report, cost of items in the parent tract & deferred maintenance report
5/1/2017	1	Worked on utilities costs per MEI direction (Water/Sewer/Reclaimed Water)
5/3/2017	1	Worked on utilities costs per MEI direction (Water/Sewer/Reclaimed Water)
13.5		TOTAL HOURS



CENTRAL FLORIDA **EXPRESSWAY AUTHORITY**

RIGHT OF WAY COMMITTEE MEETING
June 28, 2017

Parcel 288 – Thomas Olin Mahaffey, Jr.
Proposed Settlement



Tax Map of Parcel 288



➤➤➤ Aerial of Parcel 288



CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Photograph of Home



View of the single family home. (Photo No. 5)



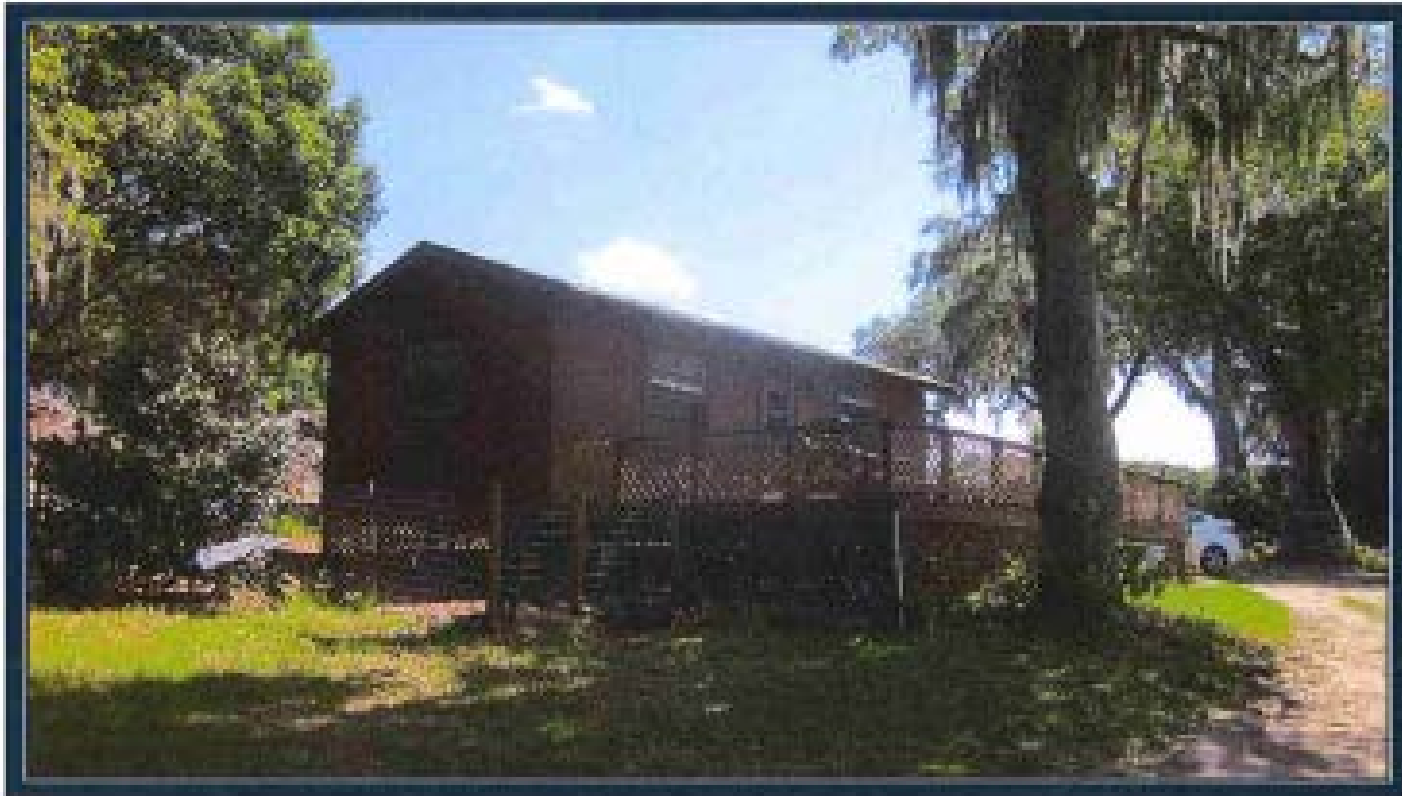
Photograph of Home



View of the rear of the single family home and covered pavilion. (Photo No. 6)



Photograph of Home



View of the office building. (Photo No. 8)

Tab F




MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0164
Right of Way Committee Members

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

DATE: June 9, 2017

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 312
Proposed Settlement Agreement

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 for approval by the CFX Board of a negotiated settlement between Deborah Day and Tom Braceland, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 312 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206.

DESCRIPTION AND BACKGROUND

Parcel 312 is a fee simple acquisition of 0.808 acres for use as limited access right-of-way. The acquisition from the western section of the 5.44 acre property results in a remainder of 4.634 acres or a reduction in size of approximately 15%. The property is located west of Swann Road at the southern terminus of the dirt drive known as Rockland Avenue in Lake County, Florida.

The property was the homestead of Mr. and Mrs. Braceland who also used the property as a place of refuge for abused and/or neglected women and children. The property was known as the Hidden Treasure Fellowship, Inc., a 501(c)(3) non-profit organization. The rural and relatively secluded nature of the property, with old-growth trees throughout, and the use of animals, horses in particular, provided the environment utilized in the counseling and treatment process for these individuals.

The property is improved with a manufactured home containing 1,904 square feet with a fireplace and porch, a 1,024 square foot guest house, a horse barn and multiple sheds, pens and coops. In the area of taking are 483.96 lf of hog wire fencing and approximately 15 oak trees. The property is zoned A, Agriculture District, which allows residential uses in conjunction with agricultural uses of the property. The future land use designation is Regional Office.

The appraiser for CFX is Chris Starkey of Integra Realty. Mr. Starkey determined the highest and best use of the property is the continued use as improved.

Mr. Starkey opined a per acre value of \$24,150, or \$20,000 for the land taken. Mr. Starkey opined the replacement cost of the building improvements at \$220,242, and the septic system, well, fencing and gates at \$50,066 to arrive at a total replacement cost new of \$270,308. Mr. Starkey opines the value of the improvements in the area of take at \$9,000.

In the after condition, the main residence will be approximately 328 feet from the new right of way line, creating vehicular noise, loss of privacy and loss of the rural country appeal. Accordingly, Mr. Starkey damages the remainder property at 25% for a total of \$44,000, and includes a cost to cure for temporary fencing of \$2,000. Thus Mr. Starkey opines the final value estimate is \$75,000, consisting of \$29,000 for the part taken, plus \$44,000 damages to the remainder, and \$2,000 cost to cure.

Grant W. Austin of American Valuation, Inc., appraised the property on behalf of the Bracelands. Mr. Austin agreed with Mr. Starkey the zoning of the property is Agriculture (A) by Lake County, and the future land use designation is Regional Office (RO), Lake County. Mr. Austin opined the highest and best use of the property was continued single-family residential and/or assemblage for redevelopment. Mr. Austin provided an appraisal report which contained two (2) retrospective appraisals of (a) the property as an "uneconomic remainder" and (b) applying the before and after method as the basis to estimate compensation. Mr. Austin opined the parent property was an uneconomic remainder as it had a total loss of utility for the Bracelands and thus was a total taking valued at \$380,000. The basis of this valuation was the loss of seclusion and intrusive noise detrimental to the use of therapy animals due to the proximity of the elevated highway.

In his second appraisal analysis, Mr. Austin utilized the services of Tom Ashburn of Nexgen Land Planners and Reggie Mesimer of Mesimer and Associates, Inc. Mr. Ashburn opined the future land use of Regional Office made the property a legal nonconforming use and would require assemblage with other properties, development of a master development plan, and rezoning to a planned development or other non-residential zoning district, which Mr. Ashburn believes is not reasonably probable in the near term. Mr. Ashburn opined the only legally permissible and physically possible use of the property is as vacant for agricultural uses, reducing the demand for the property.

Mr. Austin utilized three (3) comparable rural residential site sales in his second appraisal with adjusted prices per acre ranging from \$29,412 to \$66,000, with the \$29,412 per acre site selling in October 2016 for \$45,490 per acre. Thus, Mr. Austin opines the subject property is valued at \$50,000 per acre for a land valuation of \$272,000, and that the highest and best use is as improved. The improved sales used in his second analysis are identical to those Mr. Austin used in his first appraisal with a value conclusion of \$380,000. Mr. Mesimer listed the improvements within the taking as 535 lf of woven wire electric fencing for a replacement cost of \$7,329.50, plus 29 black cherry, laurel oak, live oak, and persimmon trees valued by arborist Joseph R. Samnik at \$93,995.28. Mr. Mesimer opined the total cost of items within the taking of Parcel 312 is \$103,900. He applied 50% depreciation to the site improvements (\$3,665) for a total value of \$100,235. Mr. Austin opines the total value of land and improvements is \$140,635 (\$40,400 land and \$100,235 site improvements). Mr. Mesimer also provided a cost to cure of

\$42,000 consisting of restored fencing and 33 trees as a tree buffer. Mr. Austin valued the remainder at \$231,500, then applied an 80% damage impact (\$185,200) due to the proximity of the parkway, leaving a remainder value of \$46,300.

Mr. Austin then values the cured remainder as land \$231,500 (\$50,000/acre x 4.63), then damages the land at 80% (\$185,200), leaving a cured remainder (land only) value of \$46,300. He then uses the \$88,000 value he assigned to site improvements, damages them at 25% due to impact damages to arrive at a damaged valuation total of \$66,000 for site improvements. When added together, the land value of \$46,300 plus the \$66,000 site improvements gives a total estimated market value of the cured remainder of \$112,300. Thus Mr. Austin summarizes his compensation as Part Taken \$140,635, plus Damages, Incurable \$127,365, plus Cost to Cure \$42,000 for a total compensation amount of \$310,000.

Mr. and Mrs. Braceland are represented by Mark Natirboff. Mediation was conducted on April 27, 2017, with Lawrence Watson, Jr. as mediator. The mediation impasssed, but negotiations between counsel continued, with an ultimate agreed settlement amount of \$175,000 to the Bracelands including all statutory interest, all claims related to real estate, severance damages, tort damages, but subject to apportionment claims, if any, of any party claiming an interest in or a lien on the subject property.

Statutory attorneys' fees total \$33,990. The total experts' fees incurred by the Bracelands are \$100,278, which included appraisal report, land planning report, engineering report, contractor report, and arborist report. Additionally, Respondents prepared expert rebuttal reports per the case management order. Negotiations continue to resolve expert witness fees and costs. Resolution of these fees and costs can be accomplished through continued negotiation, mediation of the fees only or through a fee hearing.

For the above-cited reasons, Right of Way counsel requests the Right of Way Committee recommend to the CFX Board of settlement of the underlying property owners' compensation in the amount of \$175,000, plus \$33,990 statutory attorneys' fees, plus experts' fees and costs to be negotiated up to \$90,250, for a total of \$299,240, which is in the CFX's best interest. The CFX would receive credit for the good faith deposit previously made of \$72,000. Settlement of the underlying claim and statutory attorneys' fees will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 312.

RECOMMENDATION

We respectfully request that the Right of Way Committee recommend that the CFX Board approve the proposed settlement of \$299,240 in settlement of all claims for compensation in the acquisition of Parcel 312, including statutory attorneys' fees, and up to \$90,250 for experts' fees and costs.

ATTACHMENTS

Exhibit “A” – Sketch of the Subject Property

Exhibit “B” – Photographs of the Subject Property and Area

Exhibit “C” – Email from Mark Natirboff Accepting Settlement

ORLDOCS 15462097 2

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

PARCEL 312

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

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

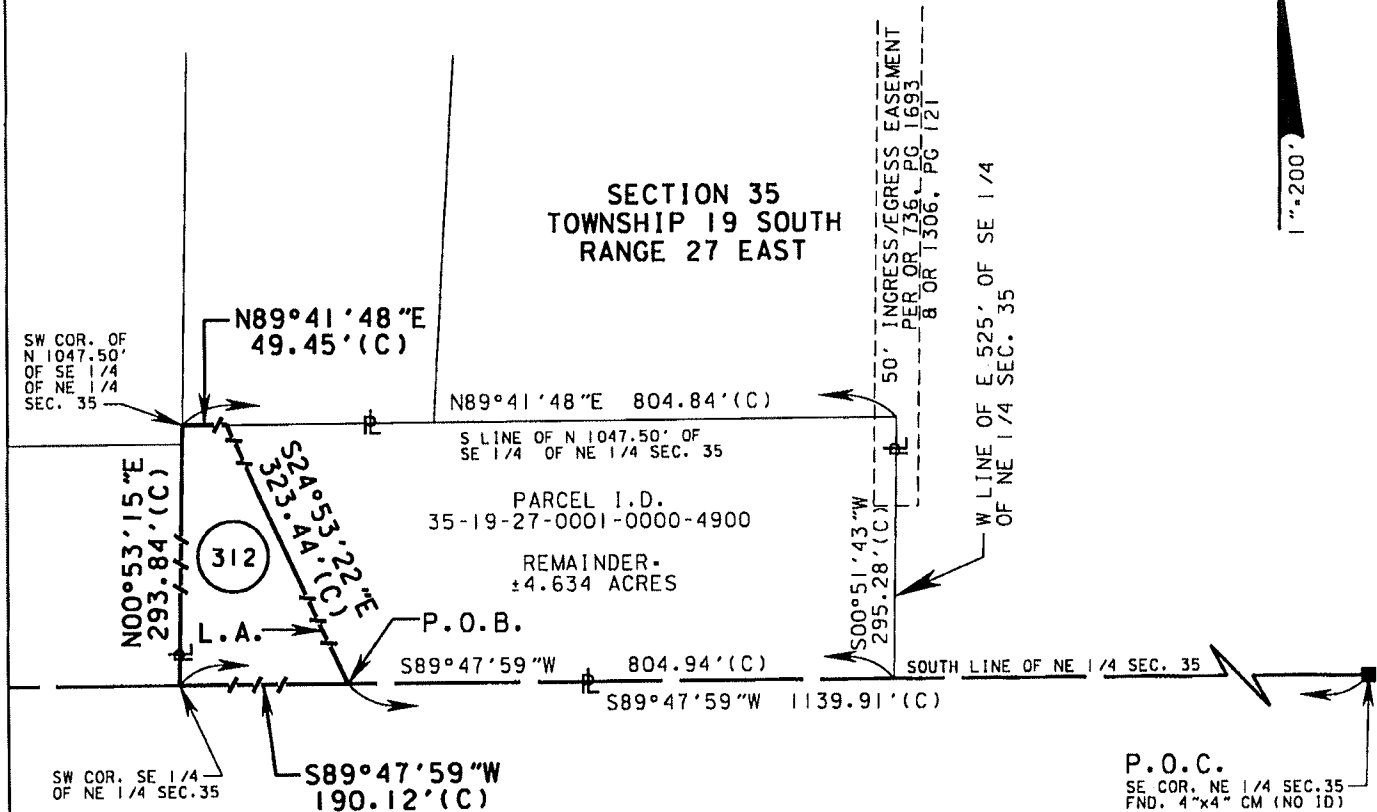
Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1139.91 feet to the POINT OF BEGINNING; thence continue South 89°47'59" West along said South line, a distance of 190.12 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°53'15" East along the West line of the Southeast 1/4 of the Northeast 1/4, a distance of 293.84 feet to the Southwest corner of the North 1047.50 feet of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence run North 89°41'48" East along the South line of said North 1147.50 feet, a distance of 49.45 feet; thence departing said South line, run South 24°53'22" East, a distance of 323.44 feet to the POINT OF BEGINNING.

Containing 0.808 acres (35,199 square feet), more or less.

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.

PARCEL: 312
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST


SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

SEE SHEET 3 OF 3
FOR LEGEND & NOTES.

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
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 2 OF 3		DATE: 08/06/14	
			ADD REMAINDER			CWW		11/14	
			PER COMMENTS			CWW		9/14	
REVISION			BY			DATE		DRAWN: JSG	
								SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 312

LEGEND:

(C)	= CALCULATED DATA	L.A.	= LIMITED ACCESS RIGHT OF WAY
C.B.	= CHORD BEARING	L.B.	= LICENSED BUSINESS
C.D.	= CHORD LENGTH	OR	= OFFICIAL RECORDS BOOK
COR.	= CORNER	PL	= PROPERTY LINE
CM	= CONCRETE MONUMENT	P.O.B.	= POINT OF BEGINNING
(D)	= DESCRIBED DATA	P.O.C.	= POINT OF COMMENCEMENT
ESMT	= EASMENT	No.	= NUMBER
EXIST.	= EXISTING	PG	= PAGE
FND.	= FOUND	R	= RADIUS
I.D.	= IDENTIFICATION	REQ.	= REQUIRED
IP	= IRON PIPE	R/W	= RIGHT-OF-WAY
IRC	= IRON ROD & CAP	SEC.	= SECTION
L	= ARC LENGTH	Δ	= CENTRAL ANGLE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" 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. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN ORDER No. 4876497, DATED JULY 20, 2014.

SEE SHEET 2 OF 3 FOR
SKETCH OF DESCRIPTION

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

ALLEN L. OUTCKEL
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED)

DRMP
PROJECT NO.
12-0150.000

SHEET 3 OF 3

DATE: 08/06/14

ADD REMAINDER

CWW

11/14

PER COMMENTS

CWW

9/14

REVISION

BY

DATE

DRAWN: JSC

SCALE: 1" = 200'

CHECKED: ALO



SKETCH PREPARED BY

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648



East Elevation of Single-Family Residence
(Photo Taken on August 11, 2014)



West Elevation
(Photo Taken on August 11, 2014)



South Elevation of single-family residence
(Photo Taken on August 11, 2014)



Living Room
(Photo Taken on August 11, 2014)



Hallway View
(Photo Taken on August 11, 2014)



Master Bathroom
(Photo Taken on August 11, 2014)



Master Bedroom
(Photo Taken on August 11, 2014)



Kitchen
(Photo Taken on August 11, 2014)



Covered Patio
(Photo Taken on August 11, 2014)



Guest House
(Photo Taken on August 11, 2014)



Guest House - Living Room
(Photo Taken on August 11, 2014)



Guest House - Kitchen
(Photo Taken on August 11, 2014)



Guest House - Bedroom View
(Photo Taken on August 11, 2014)



Guest House - Bathroom
(Photo Taken on August 11, 2014)



Guest House - Covered Patio
(Photo Taken on August 11, 2014)



Chicken Coop
(Photo Taken on August 11, 2014)



Sheep Pen
(Photo Taken on August 11, 2014)



Additional Sheep Pen Area
(Photo Taken on August 11, 2014)



Additional View
(Photo Taken on August 11, 2014)



Metal Shed / Pen Area
(Photo Taken on August 11, 2014)



West View of Pasture Area
(Photo Taken on August 11, 2014)



Pen Area / Horse Barn
(Photo Taken on August 11, 2014)



Horse Stalls
(Photo Taken on August 11, 2014)



Horse Pen Area
(Photo Taken on August 11, 2014)



Fenced Pasture Area
(Photo Taken on August 11, 2014)



Additional Fenced Pasture Area
(Photo Taken on August 11, 2014)

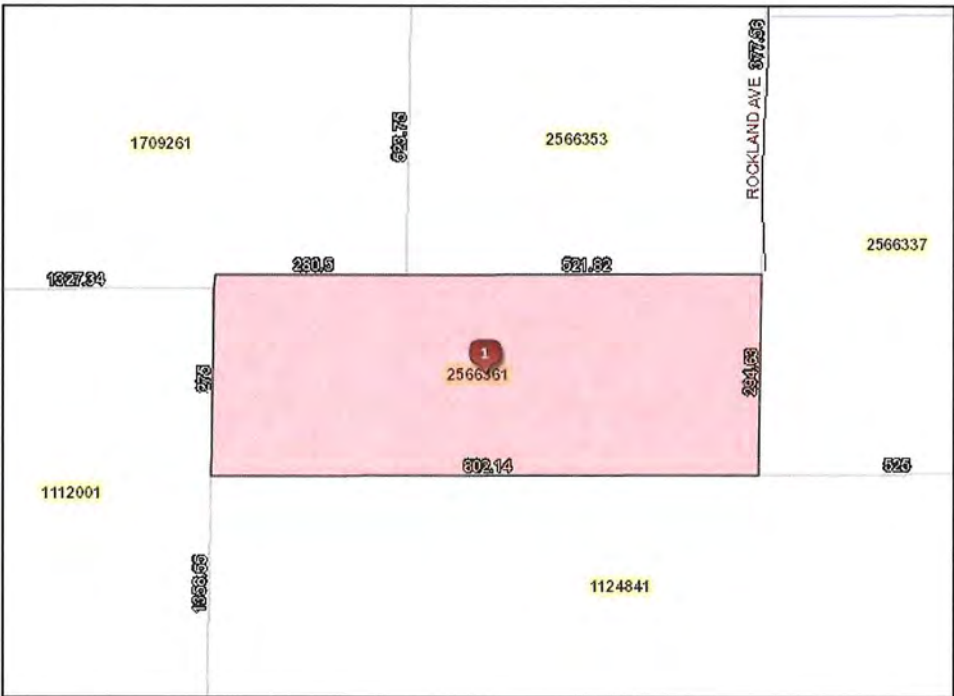


Western Property Boundary - Area of Take
(Photo Taken on August 11, 2014)



Additional View
(Photo Taken on August 11, 2014)

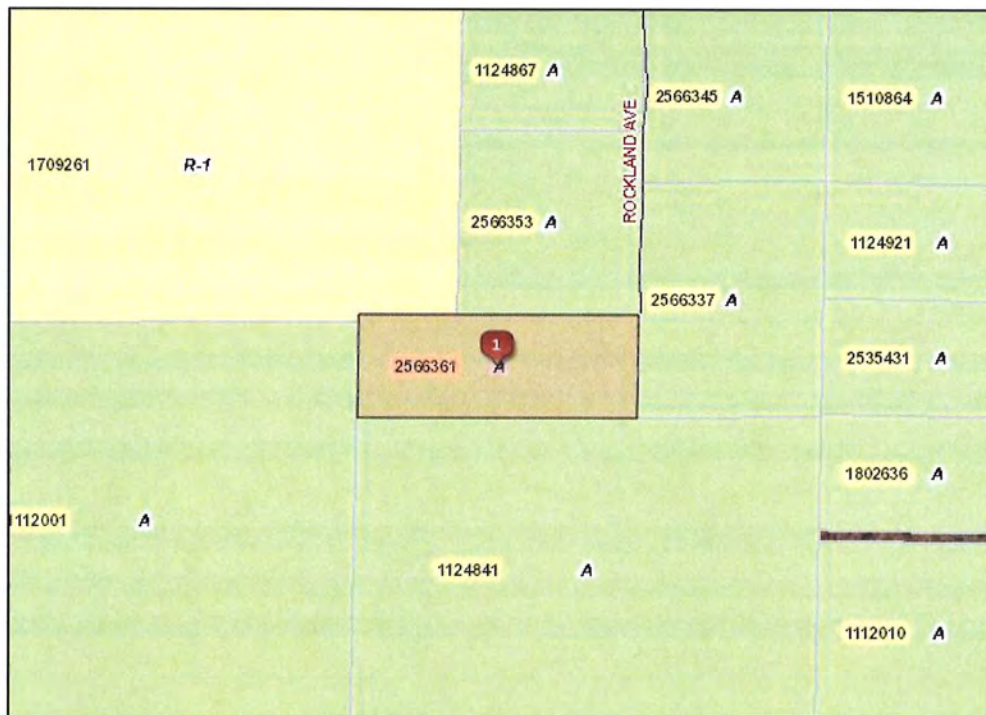
Tax Map



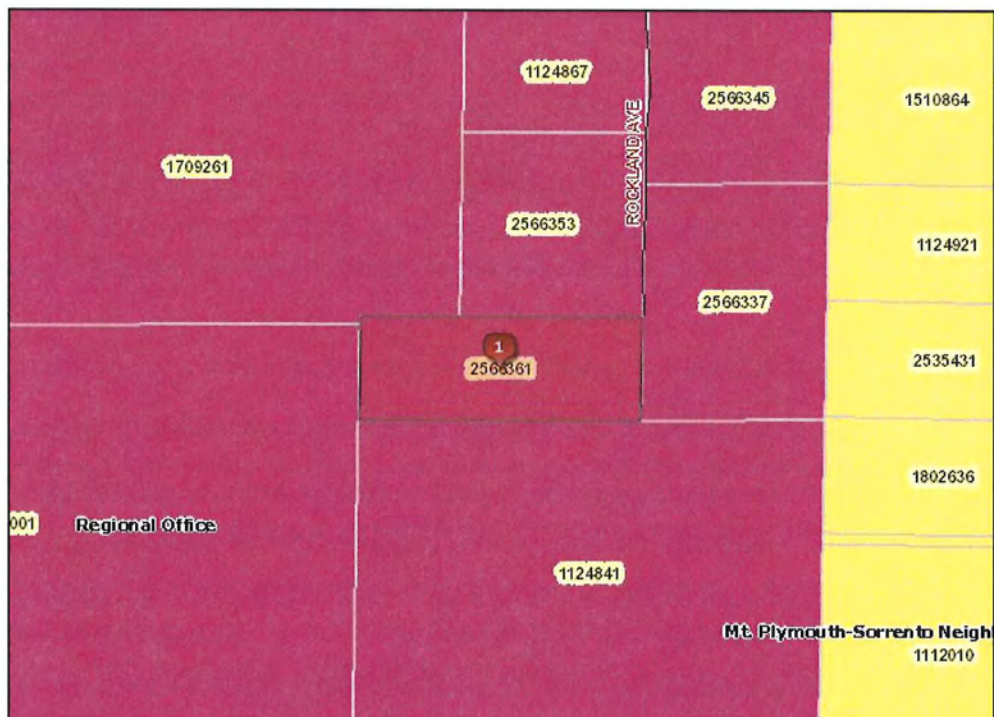
Aerial Map



Zoning Map



Future Land Use Map



Mary E. Farmer

From: Mark Natirboff <mark@eminentdomainflorida.info>
Sent: Monday, May 08, 2017 1:35 PM
To: David A. Shontz
Cc: Mary E. Farmer; Jamie Fierro
Subject: Day Braceland

Dear David,

We finally got our emails working again. This email confirms that my clients, Tom and Debbie Day Braceland, have agreed to accept \$175,000.00 for full compensation in their eminent domain case, excluding experts' fees, attorneys' fees and costs. They understand that it is contingent on CFX Committee and Board approval. We are having our experts submit the latest invoices, as they performed work on supplemental reports (appraisal, engineering, and planning) which were due for exchange today. As agreed, the trial and all disclosure and exchange deadlines, including exhibit list, witness list, etc., that were due today, and responses to discovery, are on hold, and we will file, if need be, a joint motion for continuance or simply notify the court that a settlement is pending.

Thank you,

Mark Natirboff

Mark Natirboff, Esq.
The Law Office of D. Mark Natirboff, P.A.
Eminent Domain and Private Property Rights Law

12058 San Jose Blvd., Suite 501
Jacksonville, Florida 32223
mark@eminentdomainflorida.info
904-260-6000 Office

IMPORTANT NOTICE

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone at 904-371-3071 and return the original message. Although this E-mail and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by The Law Office of D. Mark Natirboff, P.A. for damage arising in any way from its use.
Thank you.

EXHIBIT "C"

AMERICAN VALUATION

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc.
10124 Hatton Circle, Orlando, Florida 32832
Telephone (954) 349-9725
E-mail grant.austin@americanvaluation.com

May 9, 2017

Mr. D. Mark Natirboff, Esquire
The Law Firm of D. Mark Natirboff, P.A.
10258 San Jose Boulevard, Suite 501
Jacksonville, FL 32223-8668

RE: Final Invoice for Day Braceland property, located at 22631 Rockland Avenue, Sorrento, Florida 32776

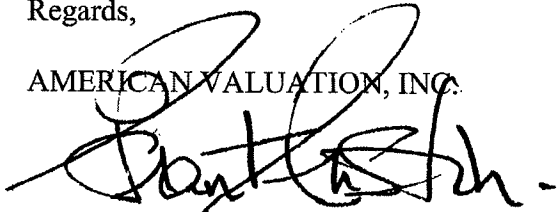
Attached are our Invoices Nos. 466 and 468 for the Day Braceland property. The transmittal letter has allocated the total amount due of \$47,623.50 into six (6) major elements of the data and analysis process for both the Draft report dated March 20, 2017 and the Supplemental Rebuttal Revised report dated May 8, 2017, as follows:

1. Valuation as an Uneconomic Remnant (part of Draft report of March 20, 2017): (this time is primarily to report the rationale for and condemnor procedures valuation as an uneconomic remnant), in the amount of 9.9 hours = \$1,881 (@ \$190/hr.).
2. Valuation of Before/After Market Value (part of Draft report of March 20, 2017), in the amount of 160 hours = \$30,400 (@ \$190/hr.).
3. Standard 3 Review of Starkey and Lentz appraisal of 12/11/2014, in the amount of 0.75 hours = \$142.50 (@ \$190/hr.).
4. Research, analysis and revision of Pinel & Carpenter Impact Study, in the amount of 23.5 hours = \$4,465 (@ \$190/hr.).
5. Analysis of Final Supplemental/Rebuttal/Revised appraisal report of 05.08/2017, in the amount of 36.0 hours = \$6,840 (@ \$190/hr.).
6. Trial Preparation (e.g., trial exhibit list, Daubert analysis/preparation, interrogatories), in the amount of 20.5 hours = \$3,895 (@ \$190/hr.).

Total of all major elements of data and analysis in two (2) Invoices = \$47,623.50.

Regards,

AMERICAN VALUATION, INC.



Grant W. Austin, M.S., MAI, CMRS
State-Certified General Real Estate Appraiser RZ1771
Attach. (1)

EXHIBIT "D"

AMERICAN VALUATION

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc.
10124 Hatton Circle, Orlando, Florida 32832
Telephone (954) 349-9725
E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
5/9/2017	468

BILL TO
D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FL 32223-8668

SUBJECT PROPERTY
Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

PARCEL
ED402

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	D.M. Natirboff re trial preparation	190.00	4/28/2017	0.75	142.50
Tel. Call	T. Ashburn re trial data	190.00	4/28/2017	0.5	95.00
Review	Review Scheduling Order	190.00	4/28/2017	0.25	47.50
Research	Daubert issue list	190.00	4/28/2017	0.75	142.50
Analysis of	Final Report analysis	190.00	4/28/2017	3	570.00
Prep.	Preparation of research list for trial	190.00	4/29/2017	1.25	237.50
Prep.	Preparation of Trial Workplan re Daubert	190.00	4/29/2017	1.5	285.00
Prep.	Preparation of Trial Exhibit List	190.00	4/29/2017	0.75	142.50
Analysis of	Report revisions and Impact Study analysis	190.00	4/29/2017	4.5	855.00
Prep.	Preparation of analysis	190.00	4/30/2017	4.5	855.00
Analysis of	Impact Study data analysis	190.00	4/30/2017	2.75	522.50
Tel. Call	D.M. Natirboff re case issues	190.00	5/1/2017	0.25	47.50
Tel. Call	T. Ashburn re planning analysis	190.00	5/1/2017	0.5	95.00
Prep.	Preparation of Trial Exhibit List	190.00	5/1/2017	2.5	475.00
Tel. Call	T. Ashburn re Trial preparation	190.00	5/1/2017	0.25	47.50
Tel. Call	T. Braceland re case issues	190.00	5/1/2017	0.5	95.00
FEDERAL TAX ID 65-0857952			Total		

AMERICAN VALUATION

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc.
10124 Hatton Circle, Orlando, Florida 32832
Telephone (954) 349-9725
E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
5/9/2017	468

BILL TO
D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FL 32223-8668

SUBJECT PROPERTY
Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

PARCEL
ED402

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Research	Data research re Impact Study	190.00	5/1/2017	3.5	665.00
Prep.	Preparation of Response to Interrogatories	190.00	5/2/2017	0.5	95.00
Research	Data research re small parcel Impact Study	190.00	5/2/2017	5.75	1,092.50
Tel. Call	T. Ashburn re additional research	190.00	5/2/2017	0.5	95.00
Tel. Call	D.M. Natirboff re Interrogatories	190.00	5/2/2017	0.25	47.50
Tel. Call	T. Ashburn re additional research	190.00	5/2/2017	0.25	47.50
Research	Data research	190.00	5/3/2017	3.75	712.50
Tel. Call	T. Ashburn re planning data	190.00	5/3/2017	0.5	95.00
Attend	Attend Meeting with D.M. Natirboff re case issues	190.00	5/3/2017	3.5	665.00
Tel. Call	D.M. Natirboff re case issues	190.00	5/4/2017	0.25	47.50
Tel. Call	T. Ashburn re planning analysis	190.00	5/4/2017	0.25	47.50
Research	Data research	190.00	5/4/2017	4.25	807.50
Tel. Call	T. Ashburn re planning research	190.00	5/4/2017	0.25	47.50
Tel. Call	S. Coleman, Appraisal Institute, re USPAP issues	190.00	5/4/2017	0.25	47.50
FEDERAL TAX ID 65-0857952			Total		

AMERICAN VALUATION

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc.
10124 Hatton Circle, Orlando, Florida 32832
Telephone (954) 349-9725
E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
5/9/2017	468

BILL TO
D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FL 32223-8668

SUBJECT PROPERTY
Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

PARCEL
ED402

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Prep.	Preparation of analysis	190.00	5/4/2017	3.5	665.00
Tel. Call	T. Ashburn re planning analysis	190.00	5/5/2017	0.5	95.00
Research	Data research	190.00	5/5/2017	1.25	237.50
Prep.	Preparation of analysis	190.00	5/5/2017	6.75	1,282.50
Tel. Call	T. Ashburn re planning analysis	190.00	5/6/2017	0.25	47.50
Tel. Call	T. Ashburn re planning research	190.00	5/6/2017	0.25	47.50
Prep.	Preparation of analysis	190.00	5/6/2017	7.25	1,377.50
Site inspect.	Inspection of subject and comparables	190.00	5/6/2017	1.5	285.00
Tel. Call	D.M. Natirboff re case issues	190.00	5/7/2017	0.25	47.50
Prep.	Preparation of analysis	190.00	5/7/2017	6.75	1,282.50
Tel. Call	T. Ashburn re planning report	190.00	5/8/2017	0.25	47.50
Prep.	Preparation of analysis	190.00	5/8/2017	3.75	712.50
Tel. Call	D.M. Natirboff re case issues	190.00	5/8/2017	0.25	47.50
FEDERAL TAX ID 65-0857952			Total \$15,342.50		

AMERICAN VALUATION

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc.
10124 Hatton Circle, Orlando, Florida 32832
Telephone (954) 349-9725
E-mail: grant.austin@americanvaluation.com

April 14, 2017

Mr. D. Mark Natirboff, Esq.
The Law Office of D. Mark Natirboff, P.A.
12058 San Jose Blvd., Suite 501
Jacksonville, FL 32223-8668

Re: Deborah Day Braceland property, 22631 Rockland Ave., Sorrento, Lake County, FL

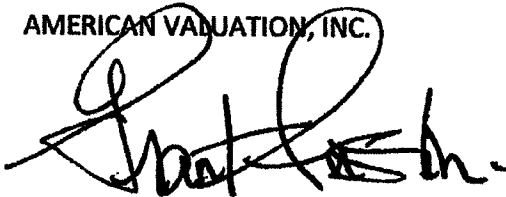
Dear Mr. Natirboff:

Attached is our invoice #466 dated April 14, 2017 for the above-noted case totaling \$32,281.00.

This invoice is through April 14, 2017 and does not include time that may be required for additional research and analysis, report preparation, depositions, preparation of trial exhibits, trial planning, attendance at pre-trial meetings and trial testimony.

Respectfully submitted,

AMERICAN VALUATION, INC.



Grant W. Austin, M.S., MAI, CMRS
State-Certified General Real Estate Appraiser RZ1771

Att. (1)

AMERICAN VALUATION

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc.
10124 Hatton Circle, Orlando, Florida 32832
Telephone (954) 349-9725
E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
4/14/2017	467

BILL TO
D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FL 32223-8668

SUBJECT PROPERTY
Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

PARCEL
ED402

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	D.M. Natirboff re case issues	190.00	6/18/2014	0.2	38.00
Research	Data research	190.00	6/18/2014	4.5	855.00
Research	Data research	190.00	6/19/2014	4.25	807.50
Site inspect.	Subject site inspection	190.00	10/21/2015	1.5	285.00
Tel. Call	T. Ashburn re planning	190.00	10/23/2015	0.25	47.50
Research	Data research	190.00	10/26/2015	3.75	712.50
Research	Data research	190.00	10/27/2015	4.25	807.50
Tel. Call	T. Ashburn re planning	190.00	10/27/2015	0.2	38.00
Tel. Call	D.M. Natirboff re case issues	190.00	10/30/2015	0.5	95.00
Research	Data research	190.00	11/2/2015	4	760.00
Prep.	Preparation of analysis	190.00	11/2/2015	0.5	95.00
Research	Data research	190.00	11/3/2015	3.75	712.50
Tel. Call	T. Ashburn re planning issues	190.00	11/3/2015	0.25	47.50
Site inspect.	Site inspections of comparables	190.00	11/3/2015	4	760.00
Research	Data research	190.00	11/5/2015	4.25	807.50
Tel. Call	D. Freygang re property history	190.00	11/5/2015	0.25	47.50
Tel. Call	T. Ashburn re planning issues	190.00	11/6/2015	0.25	47.50
Site inspect.	Site inspections of comparables	190.00	11/6/2015	4.5	855.00
FEDERAL TAX ID 65-0857952			Total		

AMERICAN VALUATION

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc.
10124 Hatton Circle, Orlando, Florida 32832
Telephone (954) 349-9725
E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
4/14/2017	467

BILL TO
D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FL 32223-8668

SUBJECT PROPERTY
Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

PARCEL
ED402

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	D. Freygang re property history	190.00	11/6/2015	0.25	47.50
Tel. Call	M. Reimer re RCN	190.00	11/9/2015	0.15	28.50
Tel. Call	T. Day Braceland re scheduling RCN	190.00	11/9/2015	0.15	28.50
Tel. Call	D.M. Natirboff re case issues	190.00	11/9/2015	0.25	47.50
Research	Data research	190.00	11/9/2015	3.75	712.50
Site inspect.	Inspection of comparables	190.00	11/9/2015	3.5	665.00
Tel. Call	D.M. Natirboff re case issues	190.00	11/10/2015	0.2	38.00
Tel. Call	T. Day Braceland re case issues	190.00	11/10/2015	0.25	47.50
Tel. Call	M. Reimer re cost estimate	190.00	11/10/2015	0.25	47.50
Prep.	Preparation of analysis	190.00	11/10/2015	4	760.00
Tel. Call	D.M. Natirboff re case issues	190.00	11/11/2015	0.15	28.50
Prep.	Preparation of analysis	190.00	11/11/2015	5.25	997.50
Site inspect.	Inspection of comparables	190.00	11/12/2015	4.25	807.50
Prep.	Preparation of analysis	190.00	11/12/2015	1.5	285.00
Tel. Call	John Thomas, surveyor, re Survey	190.00	11/12/2015	0.15	28.50
Tel. Call	D.M. Natirboff re case issues	190.00	11/13/2015	0.2	38.00
Prep.	Preparation of analysis	190.00	11/13/2015	4	760.00
FEDERAL TAX ID 65-0857952			Total		

AMERICAN VALUATION

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc.
10124 Hatton Circle, Orlando, Florida 32832
Telephone (954) 349-9725
E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
4/14/2017	467

BILL TO
D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FL 32223-8668

SUBJECT PROPERTY
Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

PARCEL
ED402

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	T. Day Braceland re property information	190.00	11/13/2015	0.25	47.50
Tel. Call	J. Thomas re site improvement survey	190.00	11/16/2015	0.2	38.00
Site inspect.	Site inspections of comparables	190.00	11/16/2015	4.5	855.00
Research	Data research	190.00	11/16/2015	1	190.00
Research	Data research	190.00	11/17/2015	4.25	807.50
Tel. Call	M. Reimer re cost estimate	190.00	11/17/2015	0.25	47.50
Tel. Call	D.M. Natirboff re case issues	190.00	11/23/2015	0.2	38.00
Tel. Call	T. Ashburn re planning issues	190.00	11/23/2015	0.25	47.50
Tel. Call	T. Braceland re property issues	190.00	11/23/2015	0.25	47.50
Site inspect.	Comparables inspections	190.00	11/23/2015	4.25	807.50
Prep.	Preparation of analysis	190.00	11/23/2015	2.5	475.00
Prep.	Preparation of analysis	190.00	11/24/2015	4.25	807.50
Tel. Call	T. Braceland re property characteristics	190.00	11/24/2015	0.25	47.50
Site inspect.	Comparables inspections	190.00	11/25/2015	3.75	712.50
Prep.	Preparation of analysis	190.00	11/25/2015	2.25	427.50
FEDERAL TAX ID 65-0857952			Total		

AMERICAN VALUATION

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc.
10124 Hatton Circle, Orlando, Florida 32832
Telephone (954) 349-9725
E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
4/14/2017	467

BILL TO
D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FL 32223-8668

SUBJECT PROPERTY
Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

PARCEL
ED402

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	T. Ashburn re flood zone	190.00	11/25/2015	0.2	38.00
Prep.	Preparation of analysis	190.00	11/27/2015	1	190.00
Tel. Call	T. Ashburn re planning issues	190.00	11/27/2015	0.25	47.50
Research	Data research	190.00	11/27/2015	4.5	855.00
Tel. Call	T. Braceland re property issues	190.00	11/30/2015	0.2	38.00
Research	Data research	190.00	11/30/2015	2.25	427.50
Prep.	Preparation of analysis	190.00	11/30/2015	4	760.00
Tel. Call	D.M. Natirboff re case issues	190.00	11/30/2015	0.2	38.00
Prep.	Preparation of analysis	190.00	12/1/2015	5.5	1,045.00
Tel. Call	T. Ashburn re easements	190.00	12/1/2015	0.25	47.50
Prep.	Preparation of analysis	190.00	12/2/2015	4.25	807.50
Tel. Call	D.M. Natirboff re case issues	190.00	12/2/2015	0.2	38.00
Tel. Call	T. Ashburn re easements	190.00	12/2/2015	0.2	38.00
Tel. Call	L. Ballard re arborist report	190.00	12/2/2015	0.25	47.50
Tel. Call	D.M. Natirboff re case issues	190.00	12/4/2015	0.25	47.50
Tel. Call	D.M. Natirboff re case issues	190.00	12/16/2015	0.5	95.00
Tel. Call	D.M. Natirboff re case issues	190.00	12/17/2015	0.2	38.00
FEDERAL TAX ID 65-0857952			Total		

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Real Estate Litigation and Eminent Domain Counselors

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DATE	INVOICE NO.
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D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FL 32223-8668

SUBJECT PROPERTY
Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

PARCEL
ED402

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Site inspect.	Subject inspection with Intercoastal Builders (general contractor)	190.00	12/17/2015	2	380.00
Site inspect.	Comparables and area inspections	190.00	12/17/2015	3.5	665.00
Tel. Call	M. Reimer re cost estimate	190.00	1/5/2016	0.25	47.50
Tel. Call	M. Reimer re cost estimate	190.00	1/8/2016	0.2	38.00
Tel. Call	D. Braceland re property use	190.00	1/9/2016	0.25	47.50
Review	Review Intercoastal Builders Cost estimates	190.00	1/12/2016	1.25	237.50
Tel. Call	D.M. Natirboff re case issues	190.00	1/12/2016	0.2	38.00
Tel. Call	D.M. Natirboff re case issues	190.00	1/13/2016	0.2	38.00
Prep.	Preparation of analysis	190.00	1/13/2016	2	380.00
Tel. Call	D.M. Natirboff re case issues	190.00	1/25/2016	0.25	47.50
Tel. Call	D.M. Natirboff re case issues	190.00	1/27/2016	0.2	38.00
Tel. Call	Conference call re case issues	190.00	1/28/2016	0.2	38.00
Tel. Call	T. Braceland re case issues	190.00	4/11/2016	0.25	47.50
Tel. Call	T. Ashburn re case issues	190.00	4/11/2016	0.15	28.50
Tel. Call	D.M. Natirboff re case issues	190.00	4/11/2016	0.25	47.50
Tel. Call	T. Ashburn re case issues	190.00	4/12/2016	0.25	47.50
FEDERAL TAX ID 65-0857952		Total			

DATE	INVOICE NO.
4/14/2017	467

BILL TO
D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FL 32223-8668

SUBJECT PROPERTY
Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

PARCEL
ED402

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	D.M. Natirboff re case issues	190.00	4/12/2016	0.2	38.00
Prep.	Preparation of analysis	190.00	4/12/2016	3.25	617.50
Tel. Call	D.M. Natirboff re case issues	190.00	9/6/2016	0.2	38.00
Tel. Call	D.M. Natirboff re case issues	190.00	9/28/2016	0.25	47.50
Tel. Call	D.M. Natirboff re case issues	190.00	11/2/2016	0.1	19.00
Tel. Call	D.M. Natirboff re case issues	190.00	11/22/2016	0.75	142.50
Revise	Report revisions	190.00	11/22/2016	4.25	807.50
Tel. Call	D.M. Natirboff re case issues	190.00	11/23/2016	0.25	47.50
Tel. Call	L. Ballard re tree appraisal	190.00	11/23/2016	0.25	47.50
Prep.	Preparation of analysis	190.00	11/23/2016	4.25	807.50
Prep.	Preparation of analysis	190.00	11/25/2016	4.5	855.00
Tel. Call	T. Ashburn re Remainder graphic	190.00	11/26/2016	0.25	47.50
Tel. Call	Tom Braceland re case issues	190.00	11/27/2016	0.25	47.50
Site inspect.	Subject site inspection	190.00	11/27/2016	2.25	427.50
Tel. Call	D.M. Natirboff re case issues	190.00	11/28/2016	0.2	38.00
Tel. Call	T. Ashburn re planning analysis	190.00	11/28/2016	0.25	47.50
Prep.	Preparation of report analysis	190.00	11/28/2016	2.75	522.50
Tel. Call	D.M. Natirboff re case issues	190.00	11/29/2016	0.25	47.50
FEDERAL TAX ID 65-0857952			Total		

DATE	INVOICE NO.
4/14/2017	467

BILL TO
D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FL 32223-8668

SUBJECT PROPERTY
Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

PARCEL
ED402

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Review	Review case management Order	190.00	11/29/2016	0.25	47.50
Tel. Call	T. Braceland re case issues	190.00	11/30/2016	0.25	47.50
Tel. Call	T. Braceland re case issues	190.00	12/6/2016	0.2	38.00
Tel. Call	D.M. Natirboff re case issues	190.00	12/6/2016	0.2	38.00
Prep.	Preparation of analysis	190.00	12/6/2016	1.75	332.50
Research	Data research	190.00	12/6/2016	0.5	95.00
Tel. Call	D.M. Natirboff re case issues	190.00	3/1/2017	0.2	38.00
Tel. Call	D.M. Natirboff re case issues	190.00	3/7/2017	0.25	47.50
Tel. Call	D.M. Natirboff re case issues	190.00	3/8/2017	0.25	47.50
Prep.	Preparation of report update	190.00	3/8/2017	0.25	47.50
Review	Review Meisner report	190.00	3/20/2017	0.5	95.00
Revise	Report revisions	190.00	3/20/2017	2.5	475.00
Tel. Call	M. Reimer re costs	190.00	3/20/2017	0.2	38.00
Tel. Call	T. Ashburn re planning	190.00	3/20/2017	0.25	47.50
Tel. Call	D.M. Natirboff re case issues	190.00	3/20/2017	1.25	237.50
Tel. Call	D.M. Natirboff re case issues	190.00	4/4/2017	0.25	47.50
Prep.	Preparation of analysis	190.00	4/4/2017	2.5	475.00
Tel. Call	D.M. Natirboff re final report	190.00	4/4/2017	0.25	47.50
FEDERAL TAX ID 65-0857952			Total		

AMERICAN VALUATION

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc.
10124 Hatton Circle, Orlando, Florida 32832
Telephone (954) 349-9725
E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
4/14/2017	467

BILL TO
D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FL 32223-8668

SUBJECT PROPERTY
Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

PARCEL
ED402

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	D.M. Natirboff re case issues	190.00	4/13/2017	0.25	47.50
FEDERAL TAX ID 65-0857952			Total \$32,281.00		

Nexgen Land Planners, Inc.
PO Box 22622
Tampa, FL 33622
(813) 616-1601
reception@nglandplanners.com



INVOICE

BILL TO

D Mark Natirboff
The Law Office of D. Mark
Natirboff, PA
12058 San Jose Boulevard
Suite 501
Jacksonville, Florida
32223-8668

INVOICE # 1418

DATE 05/08/2017

DUE DATE 05/08/2017

PROJECT NAME:

Day Braceland - Wekiva Pkwy

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/06/2015	TA\$150 Telephone conference with Mark Natirboff and Grant Austin regarding case background; receive and download appraisal reports from Mark Natirboff.	0:15	150.00	37.50
10/07/2015	TA\$150 Review, analyze, and take notes on original and updated IRR appraisal report; research Lake County information on Wekiva Parkway; research Lake County Comprehensive Plan and Land Development Code; download pertinent documents to project file; coordinate site visit and meeting with Jamie Fierro; provide direction to Daniel Brown to create future land use, zoning, and aerial exhibits; research Lake County Property Appraiser records on subject property and download same to file.	3:45	150.00	562.50
10/08/2015	DB\$115 Download the latest County GIS data to prepare the Future Land Use, Zoning and Aerial exhibits of the Subject Property.	0:30	115.00	57.50
10/12/2015	DB\$115 Start to prepare new Future Land Use, Zoning and Aerial subject property exhibits per request of Tom Ashburn.	2:00	115.00	230.00
10/13/2015	TA\$150 Analyze policies within Lake County Comprehensive Plan regarding development within the Mount Plymouth-Sorrento Community impacting the subject property; review future land use, zoning, and aerial exhibits and provide direction to Daniel Brown for changes; create copies of same for site visit/client meeting.	0:45	150.00	112.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/13/2015	DB\$115 Continue to prepare new Future Land Use, Zoning and Aerial subject property exhibits per request of Tom Ashburn; transmit exhibits to Tom Ashburn for review; modify the Future Land Use exhibit per comments from Tom Ashburn; prepare a zoomed out Future Land Use graphic of the subject property per request of Tom Ashburn.	1:30	115.00	172.50
10/19/2015	TA\$150 Review and analyze research materials and maps to prepare for site visit/client meeting; assemble notebook for site visit/client meeting; research additional information on Wekiva Study Area and analyze potential impacts on the development of the subject property.	1:30	150.00	225.00
10/21/2015	TA\$150 Meeting with client and expert team; conduct site visit and tour of subject property.	3:00	150.00	450.00
10/22/2015	TA\$150 Research information related to nonconforming uses in Lake County Land Development Code; download pertinent files.	0:45	150.00	112.50
10/23/2015	TA\$150 Receive request for information on use of subject property for rehabilitative services from Grant Austin; research Lake County LDC definitions and regulations pertaining to temporary housing; research Florida Statutes regarding regulations pertaining to temporary rehabilitative housing; research information regarding same at Florida Department of Health website.	1:15	150.00	187.50
10/26/2015	DB\$115 Receive task from Tom Ashburn to review the Wekiva Parkway FDOT plans to determine the finished roadway height; start to prepare analysis.	0:30	115.00	57.50
10/27/2015	TA\$150 Telephone call with Grant Austin; review and plan research objectives for subject property; discuss needed graphic with Daniel Brown; contact Shari Rider with Mesimer and Associates, Inc., regarding Wekiva Parkway construction plans; prepare background of draft planning analysis.	1:45	150.00	262.50
10/28/2015	TA\$150 Draft background and analysis of Lake County Comprehensive Plan for draft planning analysis; research and analyze information relative the Lake County - Mount Dora Joint Planning Area; draft synopsis of the impacts of the Joint Planning Area on the development of the subject property; research and analyze the Economic Development Overlay District implications for the development of the subject property; analyze surrounding future land uses; research information on Agriculture zoning in Lake County Land Development Regulations and prepare discussion of same in draft planning analysis.	4:15	150.00	637.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/29/2015	TA\$150 Research information on home occupations and group homes in Lake County LDR and draft background for draft planning analysis.	0:30	150.00	75.00
10/30/2015	DB\$115 Start task to prepare After condition cross-section of the subject property showing the remaining site elevation and Wekiva Parkway improvements; review SR 453 (Wekiva Parkway) construction plans for the existing and proposed elevations; share and review findings with Tom Ashburn; start to prepare subject property boundary sketch from DRMP Right of Way Parcel Sketch in CAD; add Wekiva Parkway roadway information to the sketch from the SR 453 (Wekiva Parkway) construction plans; import the parcels surrounding the subject property from Lake County Property Appraiser data; start to digitize the existing contours from SR 453 (Wekiva Parkway) construction plans.	3:45	115.00	431.25
10/30/2015	TA\$150 Discuss findings on elevations of proposed roadway with Daniel Brown.	0:15	150.00	37.50
11/02/2015	TA\$150 Research permit history for subject property through Lake County records; work on description of subject property in Before condition.	1:00	150.00	150.00
11/02/2015	DB\$115 Continue to prepare After condition site plan with cross-section from S.R. 453 construction plans.	3:45	115.00	431.25
11/03/2015	TA\$150 Research information on historic future land use designation and right of way maintenance in vicinity of subject property; discussion with Daniel Brown regarding development of graphic of expressway travel lanes relative to the subject property; draft analysis of subject property in the Before condition for draft planning analysis; telephone call with Grant Austin; research surrounding property via Lake County GIS and transmit information to Grant Austin.	3:15	150.00	487.50
11/03/2015	DB\$115 Review with Tom Ashburn elevation analysis from the existing homes to the proposed S.R. 453 roadway; continue to prepare After condition site plan with cross-section from S.R. 453 construction plans; transmit After condition site plan with cross-section to Tom Ashburn.	3:30	115.00	402.50
11/04/2015	TA\$150 Review cross section exhibit depicting expressway elevation versus existing structures on subject property; discuss same and creation of additional exhibit with Daniel Brown; review new aerial cross section exhibit; organize exhibits; modify draft planning analysis to incorporate cross section exhibit; draft impacts of taking discussion and analysis for draft planning analysis; upload files and exhibits to Dropbox; share same with Grant Austin.	3:00	150.00	450.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/04/2015	DB\$115 Prepare a second exhibit of the After condition site plan and cross-section with aerial per request of Tom Ashburn.	0:30	115.00	57.50
11/05/2015	TA\$150 Telephone call from Grant Austin regarding comments received from property owner relative to the keeping of animals; research and analyze provisions of Lake County LDR relative to the keep of animals; report findings to Grant Austin; telephone call from Grant Austin regarding property history; research group home definitions in Lake County ordinances, State Statutes, and Florida Administrative Code; report findings to Grant Austin.	2:00	150.00	300.00
11/06/2015	TA\$150 Telephone call with Grant Austin regarding comments from client on Lake County rules pertaining to the keeping of horses; respond to property owner comments regarding potential nonconforming uses; analyze Comprehensive Plan provisions pertaining to nonconforming uses and draft analysis; transmit same to Grant Austin.	1:00	150.00	150.00
11/09/2015	TA\$150 Receive Date of Deposit information from Grant Austin; provide direction to Daniel Brown to revise exhibits based on Date of Deposit; provide direction to Daniel Brown to create Before condition and Before condition with Taking sketches; revise draft planning analysis based on Date of Deposit; research joint access easement for subject property and provide findings to Daniel Brown; modify discussion of exhibits in draft planning analysis; combine preliminary draft planning analysis and exhibits and transmit same to Grant Austin.	2:15	150.00	337.50
11/09/2015	DB\$115 Receive new task from Tom Ashburn to prepare Before and After condition subject property sketches; start to prepare new Before and After condition sketches; transmit sketches to Tom Ashburn; modify report exhibits per comments from Tom Ashburn.	2:45	115.00	316.25
11/23/2015	TA\$150 Telephone call with Grant Austin regarding distance of easement; research information on distance; calculate same.	1:00	150.00	150.00
11/25/2015	TA\$150 Telephone call with Grant Austin; provide direction to Daniel Brown to create exhibit relative to floodplain area impacting the subject property and easements.	0:15	150.00	37.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/27/2015	TA\$150 Telephone call with Grant Austin concerning sales of Regional Office designated property; search Lake County GIS and create sample of available data on sales in Regional Office category; transmit sample to Grant Austin; receive and review map exhibit on floodplains impacting the subject property from Daniel Brown; provide direction to Daniel Brown to provide area of subject property impacted by 100 year floodplain; transmit floodplain exhibit to Grant Austin; receive possible comparable sales locations from Grant Austin; confirm future land use designations and zoning of same; respond to Grant Austin.	1:15	150.00	187.50
11/27/2015	DB\$115 Prepare new FEMA map of the subject property; prepare area calculations of the 100 Year Flood Zone within the subject property per request of Tom Ashburn.	0:45	115.00	86.25
11/28/2015	TA\$150 Update draft planning analysis to reflect survey of property improvements; upload revised report to Dropbox.	1:00	150.00	150.00
11/30/2015	TA\$150 Review comments from Grant Austin on draft planning analysis; modify and edit draft planning analysis; transmit same to Grant Austin; provide direction to Daniel Brown on exhibit to analyze identified easements; research and save official records on easements relative to the subject property; transmit same to Daniel Brown for mapping; transmit deeds and recalculation of distance to Swan from the subject property to Grant Austin; receive CFX plan sets from Mark Natirboff; identify and review pertinent plan sheets of same; discuss plan sets with Daniel Brown; review sketch of easements and discuss same with Daniel Brown; transmit sketch of easements and relevant easements to Grant Austin.	3:30	150.00	525.00
11/30/2015	DB\$115 Receive direction from Tom Ashburn to research the location of deeds provided by Grant Austin; prepare location map of deeds located; review with Tom Ashburn deed research and location map; receive new task from Tom Ashburn to review plans related to the S.R. 493 roadway improvements and any information related the existing and proposed elevations related to the subject property; start to review documents.	3:15	115.00	373.75
12/01/2015	TA\$150 Telephone call with Grant Austin; discuss easement graphic and comments received from Grant Austin with Daniel Brown; research additional easement and transmit same to Daniel Brown; discuss easement with Daniel Brown; respond to questions from Grant Austin; review and analyze issue of possible inclusion of roadway access property under joint ownership as part of Freygang tract; report findings to Grant Austin.	0:45	150.00	112.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/02/2015	TA\$150 Telephone call with Grant Austin on easements; review easement language; discuss additional easements' impact on easement exhibit with Daniel Brown; respond to Grant Austin; discuss potential additional photo exhibit with Daniel Brown; analyze photo exhibit potential and provide summary of conclusions to Grant Austin.	1:15	150.00	187.50
12/02/2015	DB\$115 Review with Tom Ashburn Deeds pertaining to the subject property; review with Tom Ashburn the construction documents received from Mark Natirboff.	0:15	115.00	28.75
12/03/2015	TA\$150 Review data from Grant Austin and provide comments on same.	1:15	150.00	187.50
12/17/2015	TA\$150 Review, relabel, and reorganize file materials.	0:15	150.00	37.50
04/11/2016	TA\$150 Telephone call with Grant Austin to review comments on draft report from client organize file materials.	0:15	150.00	37.50
04/12/2016	TA\$150 Telephone call with Grant Austin; provide direction to Daniel Brown to measure easement frontage; review zoning and future land use information and correct typographical error in draft planning analysis; add measurement information to draft planning analysis; transmit updated draft planning analysis to Mark Natirboff.	1:30	150.00	225.00
04/12/2016	DB\$115 Receive direction from Tom Ashburn to prepare easement frontage measurements for the subject property; prepare the same and transmit graphic to Tom Ashburn.	0:30	115.00	57.50
04/13/2016	TA\$150 Telephone call from Jamie Fierro of Mark Natirboff's office regarding description of property improvements within draft planning analysis; update same; transmit draft report to Mark Natirboff.	0:15	150.00	37.50
09/08/2016	DB\$115 Receive direction from Tom Ashburn to overlay proposed roadway plans onto After condition site plans sketch; transmit the same to Tom Ashburn; discussion with Tom Ashburn regarding proposed roadway overlay.	0:30	115.00	57.50
11/23/2016	TA\$150 Contact from Grant Austin regarding additional analysis of After condition; review and analyze documents; telephone call to Grant Austin (left message).	0:30	150.00	75.00
11/25/2016	TA\$150 Receive and review second draft appraisal from Grant Austin; draft comments and forward same to Grant Austin regarding highest and best use from a planning perspective in the After condition.	1:00	150.00	150.00
11/26/2016	TA\$150 Telephone call with Grant Austin; provide direction to Daniel Brown to prepare additional graphic; locate previously produced graphic and transmit to Grant Austin.	0:30	150.00	75.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/28/2016	TA\$150 Revise and update draft planning analysis; review, analyze, and discuss elevations expressway improvements relative to subject property with Dan Brown; provide direction to Dan Brown regarding creation of cross-section exhibit; telephone call from Grant Austin; locate and analyze nonconforming use regulations for Lake County and their impact on the subject property.	3:00	150.00	450.00
11/28/2016	DB\$115 Review, analyze, and discuss elevations expressway improvements relative to subject property with Tom Ashburn; receive direction from Tom Ashburn regarding creation of cross-section exhibit; start to prepare the same.	2:15	115.00	258.75
11/29/2016	TA\$150 Discuss situation with toll plaza with Daniel Brown; contact Jamie Fierro of Mark Natirboff's office regarding most recent construction plan documents; receive latest construction plan documents.	0:30	150.00	75.00
11/29/2016	DB\$115 Continue to prepare creation of cross-section exhibits; discuss situation with toll plaza with Tom Ashburn; review latest construction plan documents from Mark Natirboff's office.	2:30	115.00	287.50
11/30/2016	TA\$150 Research additional possible comparative sales for zoning and future land use designations; report findings to Grant Austin on sales research.	3:00	150.00	450.00
12/01/2016	TA\$150 Review and analyze gantry adjacent to subject property and report findings to Grant Austin.	0:30	150.00	75.00
12/05/2016	TA\$150 Contact Reggie Mesimer regarding engineering analysis for subject property; contact Dan Brown regarding status of updated graphics; review and edit draft planning analysis; discuss changes to exhibits with Dan Brown; merge documents and transmit to Grant Austin.	2:30	150.00	375.00
12/05/2016	DB\$115 Continue to update report graphics; discuss changes to exhibits with Tom Ashburn; modify the same and transmit report exhibits to Tom Ashburn.	2:30	115.00	287.50
12/06/2016	TA\$150 Research planning and zoning information on possible sale property for Grant Austin.	0:30	150.00	75.00
03/01/2017	TA\$150 Review draft planning analysis and exhibits; transmit same to Jamie Fierro of Mark Natirboff's office; transmit separate PDF documents of selected exhibits to Jamie Fierro.	0:30	150.00	75.00
03/20/2017	DB\$115 Receive direction from Tom Ashburn to review Mesimer drawings for possible inconsistencies with planning analysis exhibits; analyze the same; discuss same with Tom Ashburn.	0:30	115.00	57.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
03/20/2017	TA\$150 Review and analyze Mesimer engineering report; provide direction to Daniel Brown to review Mesimer drawings for possible inconsistencies with planning analysis exhibits; discuss same with Daniel Brown; compose and transmit editorial comments to Mark Natirboff; telephone calls with Mark Natirboff and Grant Austin; transmit final draft report and exhibits to Grant Austin and Mark Natirboff.	2:30	150.00	375.00
03/21/2017	TA\$150 Receive, review, and file updated FDOT appraisal report from Mark Natirboff's office.	1:00	150.00	150.00
04/24/2017	TA\$150 Telephone conversation regarding uses on subject property with Mark Natirboff.	0:15	150.00	37.50
04/28/2017	DB\$115 Receive direction from Tom Ashburn for research regarding current planned or approved development projects in vicinity of the subject property;	0:30	115.00	57.50
04/28/2017	TA\$150 Discuss status of the case with Grant Austin; provide direction to Daniel Brown for research regarding current planned or approved development projects in vicinity of the subject property; review Integra appraisal report for CSX; create template for comparable sales analysis; begin research of comparable sales.	3:30	150.00	525.00
05/01/2017	DB\$115 Discussion with Tom Ashburn regarding exhibits and comparable sales; receive and review CFX Integra appraisal from Tom Ashburn; start to prepare Future Land Use, Zoning and Aerial Grant Austin comparable sale graphics; transmit the same to Tom Ashburn; locate all the CFX Integra appraisal comparable sales and prepare individual GIS files; start to locate all the Carpenter sales and prepare individual GIS files.	8:15	115.00	948.75
05/01/2017	TA\$150 Discussion with Grant Austin and Daniel Brown regarding exhibits and comparable sales; complete research and development of table of improved comparable sales from CFX Integra appraisal; create template for analysis of CFX Integra comparable land sales; research, compile, and analyze data relative to CFX Integra comparable land sales; review and analyze CFX request for production and interrogatories; beginning list of trial exhibits; telephone call to Mark Natirboff (left message); telephone calls with Grant Austin and Mark Natirboff; discuss comparable sales analysis with Daniel Brown; research, compile, and analyze data for Austin Improved Comparable Sales; start table of same.	7:00	150.00	1,050.00
05/02/2017	DB\$115 Continue to map Austin appraisal report comparable sales and verify parcel size; map all CFX comparable sales; transmit Austin Grant and CFX comparable sales to Tom Ashburn; telephone call with Tom Ashburn; prepare street view photos of the same comparable sales.	7:30	115.00	862.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/02/2017	TA\$150 Research and analyze Austin appraisal report comparable sales and create tables of findings; telephone calls with Grant Austin and Daniel Brown; create template and begin written analysis of comparable sales comparison to subject property from a planning perspective; begin analysis and start additional research of Pinel & Carpenter study properties.	7:00	150.00	1,050.00
05/03/2017	DB\$115 Continue to prepare Austin comparable rural residential sales Future Land Use, Zoning and Aerial graphics; receive direction from Tom Ashburn to research potential wetland areas and prepare calculations of unusable land areas for Carpenter control property 1-1 and 1-2; analyze USGS maps and historical aerals; prepare unusable land area calculations from the same; transmit the same to Tom Ashburn.	7:15	115.00	833.75
05/03/2017	TA\$150 Telephone calls with Grant Austin; research, review, and analyze properties cited in Pinel Carpenter study per request of Grant Austin; research and analyze situation of Bock House per request of Grant Austin; create table of analysis of Pinel Carpenter properties; draft response to relevant interrogatories; telephone call from Grant Austin and Mark Natirboff; research information on Bock property per request of Grant Austin; revise and edit comparable sales tables.	7:30	150.00	1,125.00
05/04/2017	DB\$115 Prepare CFX comparable sales Future Land Use, Zoning and Aerial graphics; transmit the same to Tom Ashburn.	6:00	115.00	690.00
05/04/2017	TA\$150 Telephone calls with Grant Austin and Dan Brown regarding status of work; research current planning activities in Lake County; create supplemental report; refine rebuttal report; review exhibits and provide direction for changes to Dan Brown; organize exhibits and combine same into one PDF; create supplemental report package and rebuttal report package and transmit same to Mark Natirboff.	7:00	150.00	1,050.00
05/05/2017	DB\$115 Receive exhibit changes from Tom Ashburn; modify the same; verify wetland areas on the Carpenter sales.	1:15	115.00	143.75

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/05/2017	TA\$150 Analyze Lake County regulations pertaining to agriculture uses and the keeping of animals; telephone call with Grant Austin; create table of American Valuation comparable land sales with additional information per request of Grant Austin; revised and edit rebuttal report; reorganize and reassemble comparable sales exhibit files; telephone call with Grant Austin; combine Pinel Carpenter data into single table of all properties and begin analysis rebuttal report on Pinel Carpenter properties; research and create draft aerals of all Adjacency Study properties; analyze data; direct Dan Brown to analyze wetlands on properties; complete table and draft summary; forward summary, table, and aerals to Grant Austin; begin analysis of Austin comparable sales tables.	8:45	150.00	1,312.50
05/06/2017	TA\$150 Telephone calls with Grant Austin; review and comment on appraisal draft; complete analysis of adjacency tables.	3:00	150.00	450.00
05/07/2017	TA\$150 Telephone call with Grant Austin; locate and transmit data on rural land sales per request of Grant Austin.	0:15	150.00	37.50
05/08/2017	TA\$150 Telephone call with Grant Austin relative to changes to comparable sales; edit rebuttal analysis and modify exhibits; provide direction to Daniel Brown to revise and edit PDFs and create new combined PDF of rebuttal analysis and exhibits; create new combined PDF of supplemental analysis; transmit new rebuttal and supplemental analyses to Mark Natirboff; telephone calls with Mark Natirboff and Grant Austin.	1:45	150.00	262.50
05/08/2017	DB\$115 Receive direction from Tom Ashburn to revise and edit PDFs and create new combined PDF of rebuttal analysis and exhibits; prepare the same and transmit to Tom Ashburn.	0:15	115.00	28.75

BALANCE DUE

\$22,966.25



May 09, 2017

Mr. D. Mark Natirboff, Esq.
The Law Office of D. Mark Natirboff, P.A.
12058 San Jose Blvd.
Suite 501
Jacksonville, FL 32223

In Reference To: Deborah (Freygang) Day Braceland
Wekiva Parkway - Section 429-206
Parcel No.: 312 - Fee Acquisition
22631 Rockland Avenue
Sorrento, Florida 32776
County: Lake

Invoice # 15110.018

Professional Services Rendered:

	<u>Hours</u>	<u>Amount</u>
<u>James D. Patterson</u>		
3/16/2017 Review cross-sections	0.50	\$87.50
3/20/2017 Research Wekiva Parkway overhead toll gantry information; revise future condition drawing regarding toll gantries and toll site plan; revise report; conference with Mr. Natirboff	5.50	\$962.50
3/21/2017 Review Integra Realty Resources updated appraisal report, dated September 10, 2015, provided on day of exchange; prepare exhibit depicting the taking, both toll gantries; and the toll site plan for other experts	3.25	\$568.75
<i>Subtotal:</i>	<u>9.25</u>	<u>\$1,618.75</u>
<u>Jason M. Spencer</u>		
10/21/2015 Assist Mr. Mesimer with preparation for conference with other experts, client and Mr. Natirboff at site; take site photographs	4.25	\$510.00

Continued on next page

Consulting Engineers and Planners

4738 CENTRAL AVENUE • ST. PETERSBURG, FLORIDA 33711
(727) 894-8589 • FAX (727) 898-4937

Mr. D. Mark Natirboff, Esq.

Page 2

	<u>Hours</u>	<u>Amount</u>
11/17/2015 Prepare exhibit as requested by Ms. Ballard of Mr. Samnik's office	2.25	\$270.00
3/15/2017 Revise drawings and cost estimate per Mr. Mesimer's instructions	4.50	\$540.00
3/16/2017 Revise drawings per Mr. Mesimer's instructions; prepare cost estimates	4.00	\$480.00
<i>Subtotal:</i>	<hr/> 15.00	<hr/> \$1,800.00

John F. Ellinger

1/28/2016 Conference with other experts to review and discuss case issues; review planning report prepared by Mr. Ashburn; revise drawings	3.50	\$420.00
12/7/2016 Drafting of future roadways; prepare drawing of future property as if uncured	7.00	\$840.00
12/8/2016 Review legal descriptions for size and closure; prepare cost estimates; prepare report; revise drawings per Mr. Mesimer's instructions	8.00	\$960.00
12/9/2016 Review potential drainage impacts review cross-section for road elevations near residence	2.25	\$270.00
12/12/2016 Prepare report and analysis	3.50	\$420.00
12/13/2016 Prepare report and analysis; research Lake County LDC; research FEMA maps; research wetlands	2.00	\$240.00
5/3/2017 Conference with Mr. Natirboff to discuss supplemental report and traffic count tables; review emails received from his office	1.50	\$180.00
5/4/2017 Prepare exhibits for use in supplemental report	4.50	\$540.00
5/5/2017 Prepare exhibits for use in supplemental report; calculate distances of comparable properties from subject property; research Lake County, Orange County and FDOT traffic count databases	8.00	\$960.00
5/6/2017 Prepare exhibits for use in supplemental report; calculate distances of comparable properties from subject property	4.00	\$480.00
5/8/2017 Revise exhibits per Mr. Mesimer's instructions; conference with Mr. Natirboff; forward exhibits to him	3.75	\$450.00
<i>Subtotal:</i>	<hr/> 48.00	<hr/> \$5,760.00

Continued on next page

Mr. D. Mark Natirboff, Esq.

Page 3

	<u>Hours</u>	<u>Amount</u>
<u>Reginald Mesimer, P.E.</u>		
10/20/2015 Review plans; prepare for conference with client and other experts at property	2.25	\$506.25
10/21/2015 Prepare for and participate in conference with other experts, client and Mr. Natirboff at site	4.25	\$956.25
11/17/2015 Coordinate preparation of exhibit for Mrs. Ballard's field review	1.00	\$225.00
1/28/2016 Conference with other experts to review and discuss case issues; review planning report prepared by Mr. Ashburn; prepare report	2.25	\$506.25
12/7/2016 Coordinate preparation of site drawing showing future roadways; prepare report	2.25	\$506.25
12/9/2016 Coordinate drafting of future property and roadways; prepare report	2.25	\$506.25
12/12/2016 Prepare report and analysis; coordinate preparation of site drawings	1.50	\$337.50
12/14/2016 Prepare report and analysis; coordinate preparation of exhibits	1.25	\$281.25
3/15/2017 Coordinate revisions to drawings; prepare analysis and report; conference with Mr. Natirboff to discuss our findings	5.50	\$1,237.50
3/16/2017 Prepare report and cost estimates	4.00	\$900.00
3/20/2017 Coordinate revisions to future condition drawing regarding toll gantries and toll site plan	1.00	\$225.00
5/3/2017 Coordinate research needed to provide supplemental report and traffic count tables	1.00	\$225.00
5/4/2017 Prepare comparable properties exhibits for use in supplemental report	2.50	\$562.50
5/5/2017 Coordinate preparation of exhibits for use in supplemental report; calculate distances of roadways from properties and determine traffic volumes	3.50	\$787.50
5/6/2017 Coordinate preparation of supplemental report and exhibit	2.50	\$562.50
5/8/2017 Coordinate revisions to exhibit; conference with Mr. Natirboff	1.50	\$337.50
<i>Subtotal:</i>	<hr/> 38.50	<hr/> \$8,662.50
Total Professional Services:	<hr/> 110.75	<hr/> \$17,841.25

Continued on next page

Mr. D. Mark Natirboff, Esq.

Page 4

Expenses:

	<u>Amount</u>
Mileage	\$94.50
Total Expenses:	\$94.50

Employee Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
James D. Patterson	9.25	\$175.00	\$1,618.75
Jason M. Spencer	15.00	\$120.00	\$1,800.00
John F. Ellinger	48.00	\$120.00	\$5,760.00
Reginald Mesimer, P.E.	38.50	\$225.00	\$8,662.50

AMOUNT DUE THIS INVOICE:

\$17,935.75



Intracoastal Builders Corporation

General Contracting Construction Consulting
Office: 1020 Theodore Ave, Jacksonville Beach, FL 32250
904.509.1345 • Fax: 904.513.9204
Florida: CGC062894 • CPC1457185
Georgia: GCLT-QA000090
FEIN 59-3703808

Mark Natirboff, Esq
The Law Office of D. Mark Natirboff, P.A.
12058 San Jose Blvd., Suite 501
Jacksonville, Florida 32223

Page 1
IBC Invoice No.: 15052-1

Monday, May 15, 2017

Contract No.:

FIN No.:

State Road (or Case Name): SR 453, Wekiva Parkway, Lake Co

Parcels Parcel 312 -

Date services performed Work Completed Through 5/15/2017

Principal: 32 hours at 120 per hour	= \$3,840.00
Subtotal:	= \$3,840.00
Subcontractor (letter of authorization and invoice attached)	= \$3,200.00
Expenses (original receipts attached)	= \$0.00
* Travel	
* Reimbursables	
Total	= \$7,040.00

Signed



President

I attest (certify) to the truth and correctness of the time and expenditures.

Intracoastal Builders Corporation

General Contracting Construction Consulting
Office: 1020 Theodore Ave, Jacksonville Beach, FL 32250
904.509.1345 • Fax: 904.513.9204
Florida: CGC062894 • CPC1457185
Georgia: GCLT-QA000090
FEIN 59-3703808

Page 2
IBC Invoice No.: 15052-1

<u>Parcel No</u>	<u>Amount This Invoice</u>	<u>Total Invoiced Amount</u>
312	\$3,840.00	\$3,840.00
<hr/>		
Contract Amount	\$0.00	
Supplimental Amount(s)	\$0.00	
	<hr/>	
	\$0.00	
Previous Invoice(s)	\$0.00	
Balance on Contract	\$0.00	
Current Invoice	\$7,040.00	
Remaining Balance	<hr/>	
	(\$7,040.00)	

Intracoastal Builders Corporation

General Contracting Construction Consulting
Office: 1020 Theodore Ave, Jacksonville Beach, FL 32250
904.509.1345 • Fax: 904.513.9204
Florida: CGC062894 • CPC1457185
Georgia: GCLT-QA000090
FEIN 59-3703808

Page 3
IBC Invoice No.: 15052-1

Parcel: Parcel 312 -

Principal

Date: Hours Description

11/10/2015	2.00	Principal - Review appraisal reports and documents provided by Grant Austin.
12/16/2015	2.00	Principal - Review survey documents and prepare for site inspection.
12/17/2015	8.00	Principal - Site inspection and data assembly.
1/7/2016	8.00	Principal - Perform quantity takeoffs for taking and RCN estimates
1/8/2016	4.00	Principal - Complete quantity takeoffs for taking and replacement cost new estimates.
1/11/2016	4.00	Principal - Finalize and complete estimates
1/12/2016	1.00	Principal - Issue estimates
5/4/2017	3.00	Principal - Respond to Request for Interrogatories and provide a copy of the project files

Subtotal 32.00 @ \$120.00 = \$3,840.00

Parcel
Total \$3,840.00

Steven L. Anderson, Jr., PSM, PLS
 Charles M. Arnett, PSM
 Russell G. Daly, PSM, PLS
 Michael L. Dougherty, PSM
 Bruce C. Ducker, PSM
 James M. Dunn, II, PSM
 Thomas F. Ferguson, PSM
 Ronnie A. Figueroa, PSM, GISP
 Tate B. Flowers, PLS
 Robert W. Gardner, PSM
 Brian R. Garvey, PE
 Daniel J. Henry, PSM, PLS
 Mathew G. Jennings, RLS
 Gary B. Krick, PSM
 Brad J. Lashley, PSM, PLS
 Myron F. Lucas, PSM
 James E. Mazurak, PSM



Southeastern Surveying and Mapping Corporation

Serving the Southeast Since 1972

www.southeasternsurveying.com

info@southeasternsurveying.com

INVOICE

Thomas K. Mead, PSM, PLS
 Timothy O. Mosby, PSM
 James L. Petersen, PSM
 William C. Rowe, PSM
 Tony G. Syfrett, PSM, PLS
 John S. Thomas, PSM
 Edward W. Wackerman, PLS (FL)
 Kirk R. Hall, EI
 Brad A. Stroppel, EI, GISP
 Catherine E. Galgano, GISP
 Cheryl A. Isenberg, GISP
 Patrick J. Phillips, GISP
 Thomas P. Young, Jr., SIT, GISP
 Donna L. Canney, CST IV
 Frank B. Henry, CST IV
 David M. Rentfrow, CST IV
 Steven D. Smith, CST IV

Land Surveying & Mapping Services - Sub-Surface Utility Designation & Location Services - GPS Asset Inventories - Geographic Information Systems

Bill To:

Mr. Matt Reimer
 Intracoastal Builders, Inc.
 1020 Theodore Avenue
 Jacksonville, FL 32250

Invoice #: 119444

Invoice Date: 12/17/15

Delinquent After: 01/16/16

Invoice Total: \$3200.00

WO #: 95933

Job #: 59928

PLEASE INCLUDE INVOICE NUMBER 119444 AND REMIT TO ORLANDO OFFICE

Verbal Quote

Ordered By: Mark Natirboff

Phone: 904/509-1345

P.O. No.:

Reference No.:

Project Name: Wekiva Parkway Parcel 312

Project Description: A part of Section 35, Township 19 South, Range 27 East, Lake County, Florida.

Address: 22631 Rockland Avenue

Desc. of Services: 2-D Topo for appraisal purposes; location of all improvements.

DESCRIPTION	CONTRACT AMT	% COMP.	TOTAL AMT EARNED	PREVIOUS AMT DUE	CURRENT AMT DUE
Surveying Services	3,200.00	100.0	3,200.00	0.00	3,200.00
Total:	3,200.00	100.0	3,200.00	0.00	3,200.00

Total Contract Amount	3,200.00	Paid to Date	0.00
Less Previous Invoice Amounts	0.00		
Less This Invoice	3,200.00		
Balance Remaining	0.00		

6500 All American Boulevard Orlando, FL 32810 407.292.8580 407.292.0141 Fax	1130 Highway 90 Chipley, FL 32428 850.638.0790 850.638.8069 Fax	Cypress Business Center 8301 Cypress Plaza Dr. Ste 104 Jacksonville, FL 32256 904.737.5990 904.737.5995 Fax	119 West Main Street Tavares, FL 32778 352.343.4880 352.343.4914 Fax	10 East Lake Street Kissimmee, FL 34744 407.944.4880 407.944.0424 Fax	University Corporate Park 10770 N. 46th St., Ste C300 Tampa, Florida 33617 813.898.2711 813.898.2712 Fax
--	--	---	---	--	--

Licenses: PSM: Florida Professional Surveyor & Mapper ° PLS: Alabama Professional Land Surveyor ° PE: Professional Engineer
 Certifications: EI: Engineering Intern ° GISP: Geographic Information Systems Professional ° CST: Certified Survey Technician



1499 19th Street
Palm Harbor, Florida 34683
Office: (727) 786-8128
Email: JoeSamnik@ExpertTreeConsultants.com

INVOICE

DATE: April 20, 2017
INVOICE NUMBER: ED-3349

Federal I.D. #35-2236160

Bill To: The Law Office of Mark Natirboff, P.A. ✓ W-9 attached
c/o Mark Natirboff
12058 San Jose Blvd., Suite 501
Jacksonville, Florida 32223

Reference: DAY BRACELAND

DATE	DESCRIPTION	HOURS	HOURLY RATE	TOTAL
11/18/2015	Inventory trees in the Area of Take by name, size, condition rating and other notes.			
	Principle Arborist	8.00	\$150.00	\$1,200.00
	Certified Arborist	8.00	\$125.00	\$1,000.00
11/20/2015	Analysis and entry of field data.	2.25	\$150.00	\$337.50
1/11/2016	Begin to comparably price the trees in the Area of Take.	6.00	\$150.00	\$900.00
1/12/2016	Complete comparable pricing of the plant material in the Area of Take	3.00	\$150.00	\$450.00
1/15/2016	Data validation and report preparation.	5.50	\$150.00	\$825.00
	TOTAL			\$4,712.50

Please include invoice number on check


THANKS FOR MAKING US A PART OF YOUR SUPPORT TEAM!

Tab G



MEMORANDUM

TO: Central Florida Expressway Authority Client-Matter No.: 19125.0082
Right-of-Way Committee Members

FROM: David A. Shontz, Esq. 

DATE: April 27, 2017

RE: **State Road 429 Wekiva Parkway, Project 429-204**
Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a
Duke Energy as to Parcels 241, 242 and 259

Shutts & Bowen LLP, as right-of-way counsel, submits the attached Subordination of Easements Agreement between the Central Florida Expressway Authority ("CFX") and Duke Energy Florida LLC d/b/a Duke Energy ("Duke Energy") and requests the Right-of-Way Committee recommend to the CFX Board approval of this agreement relating to Parcels 241, 242 and 259 of the State Road 429 Wekiva Parkway Project, Section 429-204.

DESCRIPTION AND BACKGROUND

As part of the acquisition of Parcels 241, 242 and 259 in Section 429-204 of the Wekiva Parkway Project, Duke Energy held perpetual easements for the transmission and distribution of electricity encumbering the above-referenced parcels. Duke will be able to re-establish the distribution lines on these parcels to provide service to the remaining improvements. Accordingly, Duke has agreed to subordinate its easement interests in the above-referenced parcels.

Please find attached hereto the Subordination of Easements Agreement by and between the CFX and Duke for Parcels 241, 242 and 259 which was executed on behalf of Duke on April 17, 2017. This Subordination Agreement eliminates any reference to indemnification by the CFX. Right-of-way counsel requests the Right-of-Way Committee recommend that the CFX Board authorize execution of the Subordination of Easements Agreement on behalf of the CFX.

It is in the best interest of the Central Florida Expressway Authority to approve this Subordination of Easements Agreement, and will result in savings of both time and monies for CFX.

REQUESTED ACTION

Right-of-way counsel respectfully requests the recommendation by the Right-of-Way Committee that the CFX Board approve execution of the attached Subordination of Easements Agreement as to Parcels 241, 242 and 259 of the State Road 429 Wekiva Parkway Project, Section 429-204.

ATTACHMENTS

Subordination of Easements Agreement by and between the Central Florida Expressway Authority and Duke Energy Florida LLC d/b/a Duke Energy as to Parcels 241, 242 and 259 with sketches of legal description for the affected parcels.

ORLDOCS 15374764 1

Prepared By and Return To:
David A. Shontz, Esquire
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

SUBORDINATION OF EASEMENTS AGREEMENT, PARCELS 241, 242 AND 259

THIS SUBORDINATION OF EASEMENTS AGREEMENT, entered into this _____ day of _____, 2017, by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida (the "Authority"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and **DUKE ENERGY FLORIDA, LLC**, d/b/a Duke Energy (the "Utility"), having an address of P.O. Box 14042, St. Petersburg, Florida 33733.

RECITALS:

WHEREAS, the Utility has perpetual easement(s) for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to the Authority; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, the Authority is willing to replace Utility's perpetual easements with new easements encumbering different lands and pay for the removal or relocation of Utility's facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Subordination.** The Utility subordinates to the Authority, its successors and assigns, any and all of its easements only to the extent they encumber listed property in the lands described as follows, to wit:

[See Composite Exhibit "A" attached hereto and incorporated by reference herein]

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

3. **Reservation of Rights.** The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described herein in accordance with the Authority's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide.

4. **Relocation of Easements.** Should the Authority require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the Authority hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by the Authority shall be performed at the Utility's sole cost and expense.

5. **Maintenance Access by the Utility.**

a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of the Authority's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.

b. In the exercise of the rights and privileges under Paragraphs 3 and 5a. above, the Utility shall not damage or disturb any improvements located outside of the easement areas and, upon completion of any work, shall repair and restore any damage to the Authority property or improvements to the satisfaction of the Authority. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the Authority shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the Authority by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify the Authority against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a, above.

6. **Non-Interference with Facilities.** The Authority covenants not to interfere with the Utility's facilities within the easement area on the above-described property.

7. **Notice of Construction.** Except in case of emergency, the Authority shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's easement areas in the above-described property. In emergency situations, Authority shall notify the Utility's office as soon as possible.

8. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict 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 the parties. 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. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, sealed and delivered
in our presence as witnesses:

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: _____
Joseph A. Berenis
Deputy Executive Director

(Print Name)

(Print Name)

APPROVED AS TO FORM AND
LEGALITY FOR USE AND RELIANCE BY
THE CENTRAL FLORIDA EXPRESSWAY
AUTHORITY:

RECEIVED AND REVIEWED BY THE
OFFICE OF GENERAL COUNSEL,
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY:

Shutts & Bowen, LLP

By: _____
David A. Shontz

By: _____
Linda Brehmer Lanosa
Deputy General Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Joseph A. Berenis as Deputy Executive Director of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a municipal corporation, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Notary Public

Print Name

Notary Public, State of Florida
Commission No. _____
My commission expires:

Signed, scaled and delivered
in our presence as witnesses:

DUKE ENERGY FLORIDA, LLC,
d/b/a Duke Energy

Catherine A. Mori
Catherine A. Mori
(Print Name)

Shelley C. Welch
Shelley C. Welch
(Print Name)

STATE OF Florida
COUNTY OF Seminole

By: [Signature]
Print Name: Kris Tietig
Title: Manager - Land Services



The foregoing instrument was acknowledged before me this 17th day of April, 2017, by Kris Tietig as Manager - Land Services of Duke Energy Florida, LLC, d/b/a Duke Energy, on behalf of the limited liability company, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Catherine A. Mori
Notary Public

Catherine A. Mori
Print Name



Notary Public, State of Florida
Commission No. _____
My commission expires: _____

ORLDOCS 149441182

COMPOSITE EXHIBIT 'A'

**LEGAL DESCRIPTIONS
WEKIVA PARKWAY
PROJECT 429-204**

PARCEL 241

PARCEL 242

PARCEL 259

LEGAL DESCRIPTION

PARCEL 241

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5576, PAGE 4295 AND BOOK 5576, PAGE 4297, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE, SOUTH 89°21'11" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 1341.45 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°21'32" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF ONDICH ROAD TO THE POINT OF BEGINNING, ALSO BEING THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12; THENCE, DEPARTING SAID EXISTING SOUTH LINE, CONTINUE SOUTH 00°21'32" WEST ALONG SAID EAST LINE, A DISTANCE OF 1298.54 FEET; THENCE, DEPARTING SAID EAST LINE, SOUTH 89°17'05" WEST A DISTANCE OF 674.56 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12; THENCE, NORTH 00°21'28" EAST ALONG SAID WEST LINE, A DISTANCE OF 1299.34 FEET TO A POINT ON SAID EXISTING SOUTH RIGHT OF WAY LINE; THENCE, DEPARTING SAID WEST LINE, NORTH 89°21'11" EAST ALONG SAID EXISTING SOUTH LINE, A DISTANCE OF 674.58 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 20.112 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

9/4/2014
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 9/03/14

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: 1 OF 2

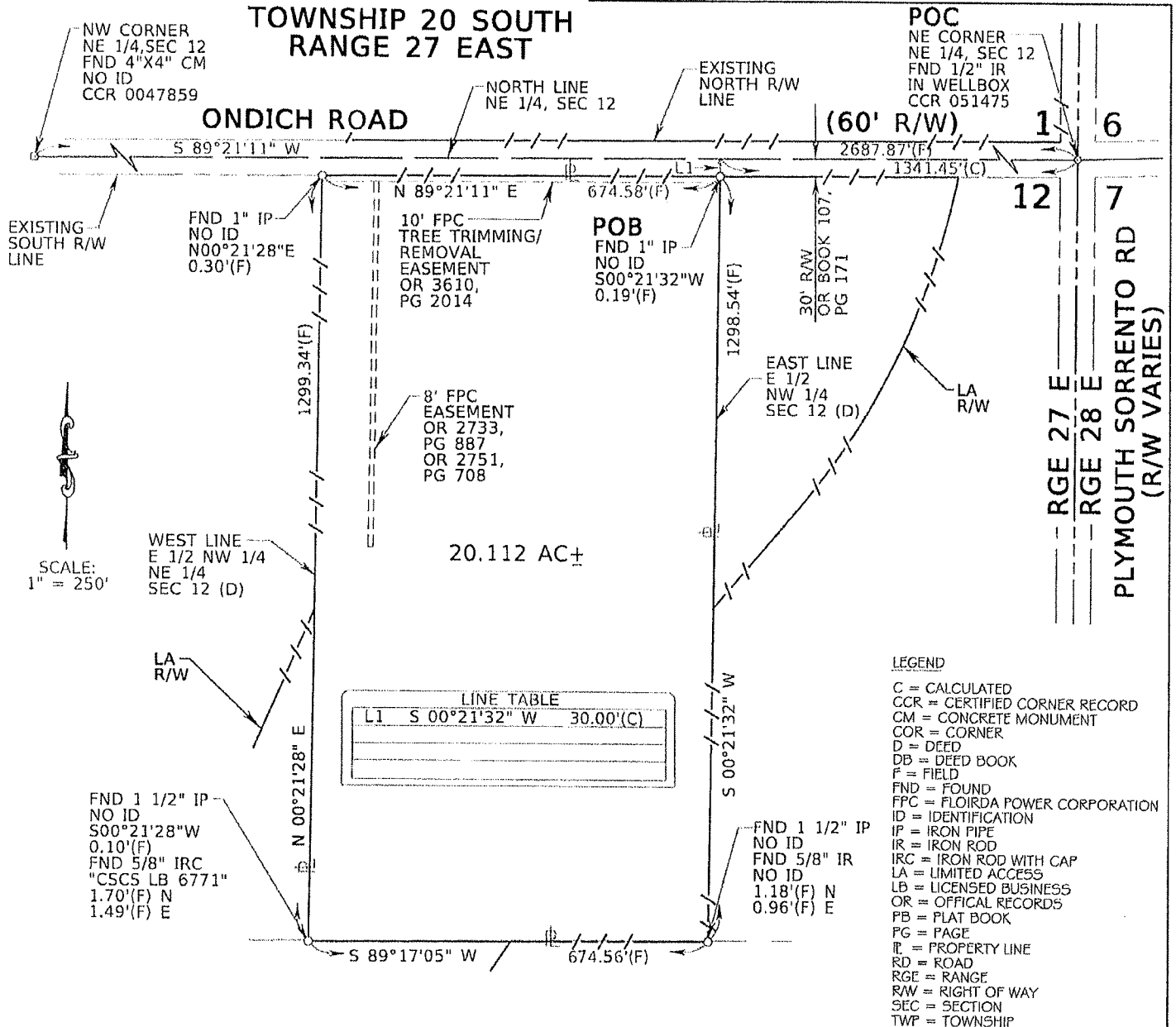
SKETCH OF DESCRIPTION

PARCEL 241

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

TOWNSHIP 20 SOUTH RANGE 27 EAST



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 9/03/14

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 2

LEGAL DESCRIPTION

PARCEL 242

PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

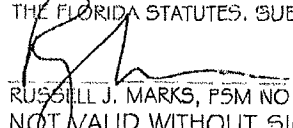
THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20, SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 07417, PAGE 0819, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 1341.45 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°21'33" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ONDICH ROAD AND A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 12, SAID POINT ALSO BEING ON THE EAST BOUNDARY OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5576, PAGE 4295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°21'33" WEST ALONG SAID WEST LINE, A DISTANCE OF 732.21 FEET; THENCE DEPARTING SAID WEST LINE NORTH 39°34'28" EAST, A DISTANCE OF 218.87 FEET POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,294.00 FEET, A CENTRAL ANGLE OF 28°09'01" AND A CHORD BEARING OF NORTH 25°29'58" EAST TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF ONDICH ROAD; THENCE SOUTH 89°21'11" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 405.82 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 4.170 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: 1/28/15

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

URS

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

REVISIONS:

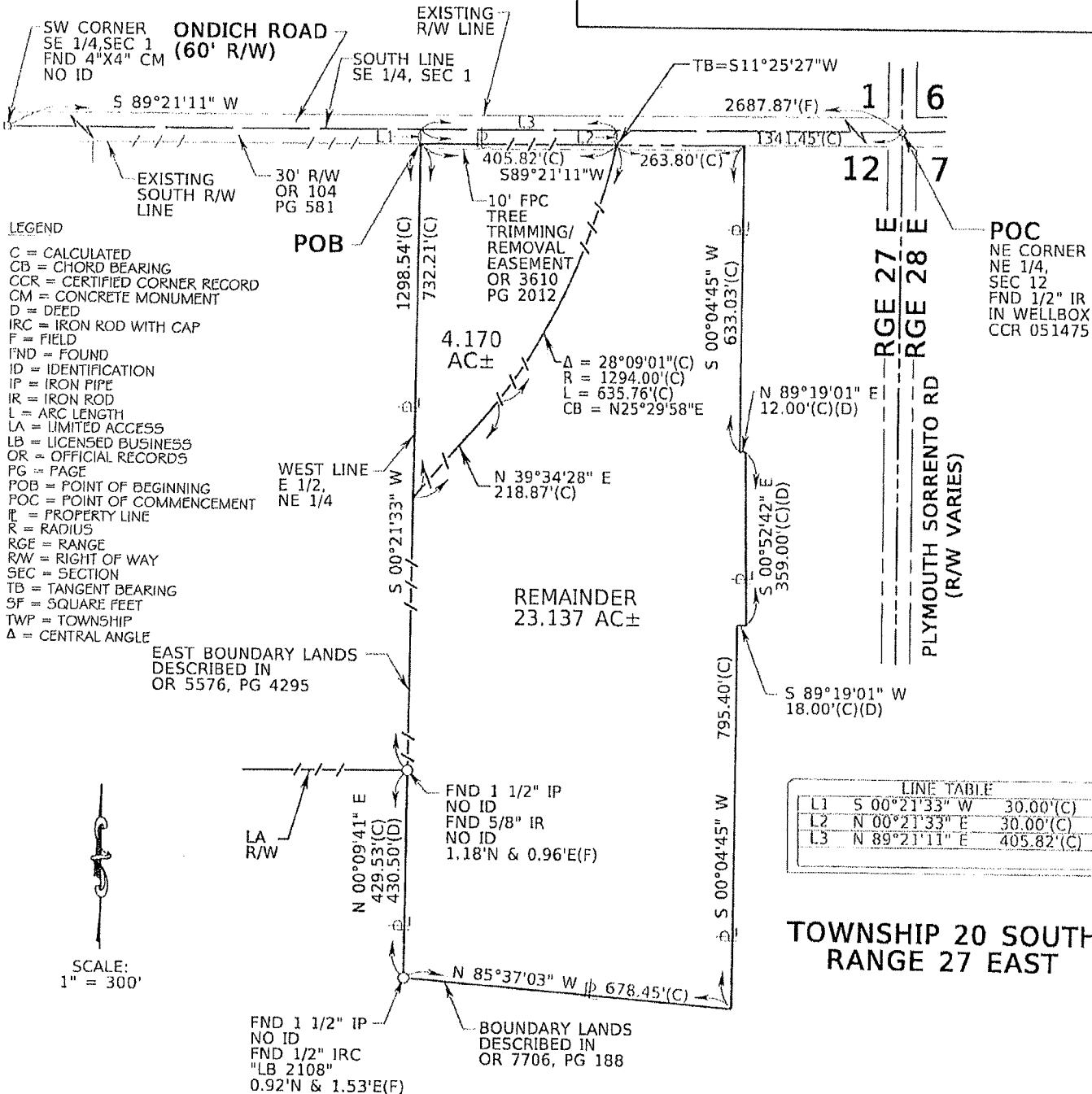
SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL: 242

PURPOSE: LIMITED ACCESS 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 NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, 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 9, 2014, FILE NO. 4850286 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: 1/28/15

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

URS

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

REVISIONS:

SHEET: 2 OF 2

LEGAL DESCRIPTION

PARCEL 259

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE S 1/2 OF THE SE 1/4 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 8458, PAGE 4756, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE N 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4 OF SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (LESS RIGHT OF WAY ON EAST)"

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.443 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

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. G839

REVISIONS:

SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL 259

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

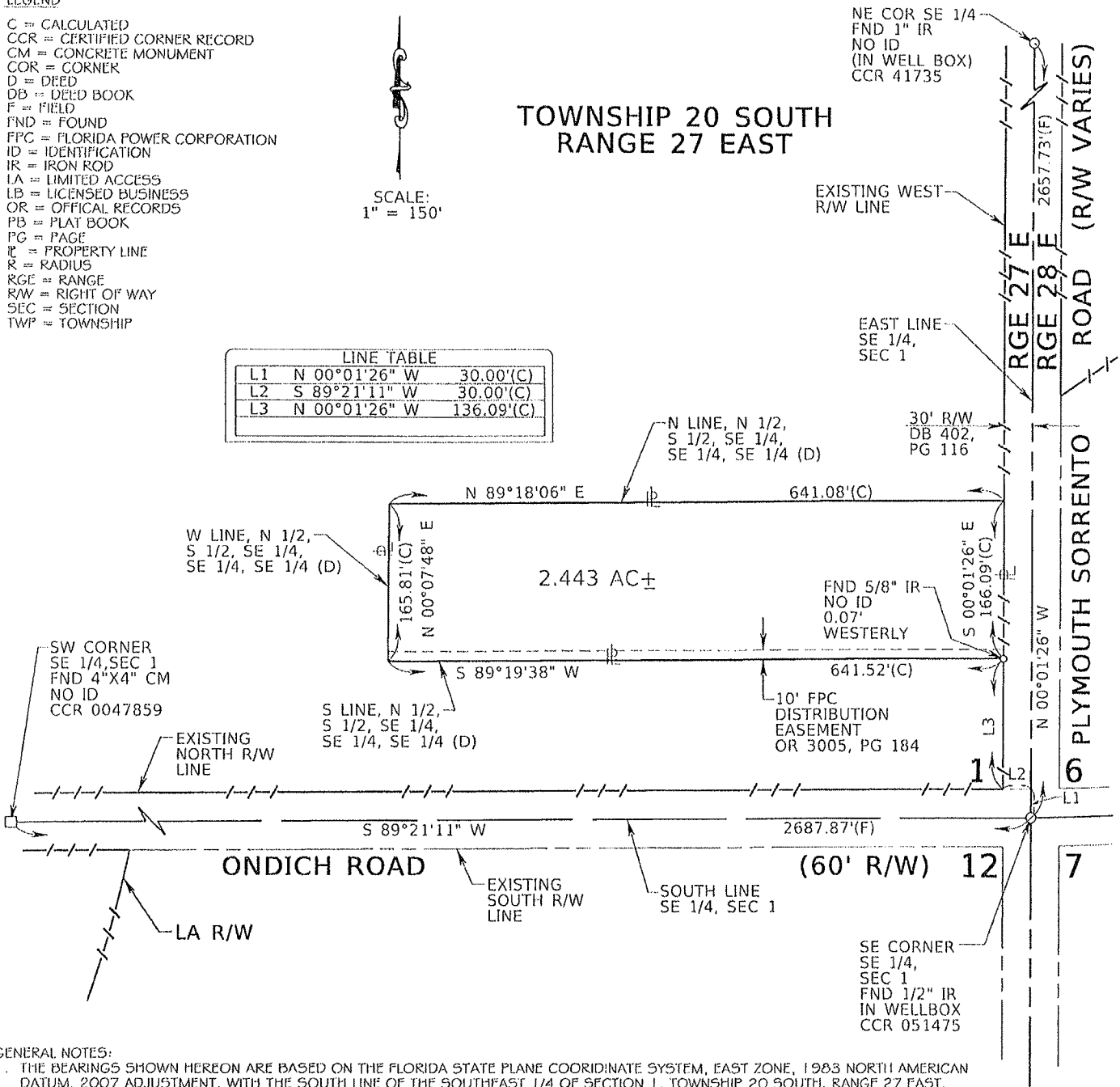
LEGEND

C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
D = DEED
DB = DEED BOOK
F = FIELD
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
R/W = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP

SCALE:
1" = 150'

TOWNSHIP 20 SOUTH RANGE 27 EAST

LINE TABLE		
L1	N 00°01'26" W	30.00'(C)
L2	S 89°21'11" W	30.00'(C)
L3	N 00°01'26" W	136.09'(C)



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. 2037-2857106 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 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

OOCEA PROJECT NO: 429-204

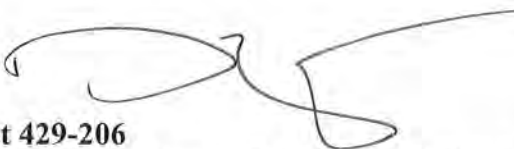
SHEET: 2 OF 2

Tab H



MEMORANDUM

TO: Central Florida Expressway Authority Client-Matter No.: 19125.0082
Right-of-Way Committee Members

FROM: David A. Shontz, Esq. 

DATE: April 27, 2017

RE: **State Road 453 Wekiva Parkway, Project 429-206**
Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a
Duke Energy as to Parcels 311, 312, 314, 315, 316, 319, 320, 322, 328, and 335

Shutts & Bowen LLP, as right-of-way counsel, submits the attached Subordination of Easements Agreement between the Central Florida Expressway Authority ("CFX") and Duke Energy Florida LLC d/b/a Duke Energy ("Duke Energy") and requests the Right-of-Way Committee recommend to the CFX Board approval of this agreement relating to Parcel 311, Part A and Part B, and Parcel 811; Parcel 312; Parcel 314, Part A and Part B; Parcel 316, Part A and Part B, and Parcel 816; Parcel 319; Parcel 320 and 820; Parcel 322 and 822; Parcel 328, Part A and Part B; and Parcel 335 of the State Road 453 Wekiva Parkway Project, Section 429-206.

DESCRIPTION AND BACKGROUND

As part of the acquisition of the above-named parcels in Section 429-206 of the Wekiva Parkway Project, Duke Energy held perpetual easements for the transmission and distribution of electricity encumbering the above-referenced parcels. Duke will be able to re-establish the distribution lines on these parcels to provide service to the remaining improvements. Accordingly, Duke has agreed to subordinate its easement interests in the above-referenced parcels.

Please find attached hereto the Subordination of Easements Agreement by and between the CFX and Duke for Easements in Lake County for the Wekiva Parkway Section 429-206 which was executed on behalf of Duke on April 17, 2017. This Subordination Agreement eliminates any reference to indemnification by the CFX. Right-of-way counsel requests the Right-of-Way Committee recommend that the CFX Board authorize execution of the Subordination of Easements Agreement on behalf of the CFX.

It is in the best interest of the Central Florida Expressway Authority to approve this

Subordination of Easements Agreement, and will result in savings of both time and monies for CFX.

REQUESTED ACTION

Right-of-way counsel respectfully requests the recommendation by the Right-of-Way Committee that the CFX Board approve execution of the attached Subordination of Easements Agreement, Lake County, Florida, Wekiva Parkway Project Section 429-206 of the State Road 453 Wekiva Parkway Project, Section 429-206.

ATTACHMENTS

Subordination of Easements Agreement by and between the Central Florida Expressway Authority and Duke Energy Florida LLC d/b/a Duke Energy as to Parcel 311, Parts A and B, and Parcel 811; Parcel 312; Parcel 314, Parts A and B; Parcel 315, Parts A and B; Parcel 316, Parts A and B, and Parcel 816; Parcel 319; Parcel 320 and 820; Parcel 322 and 822; Parcel 328, Parts A and B; and Parcel 335 with sketches of legal description for the affected parcels.

ORLDOCS 15374819 1

Prepared By and Return To:
David A. Shontz, Esquire
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

**SUBORDINATION OF EASEMENTS AGREEMENT, LAKE COUNTY, FLORIDA,
WEKIVA PARKWAY PROJECT SECTION 429-206**

THIS SUBORDINATION OF EASEMENTS AGREEMENT, entered into this _____ day of _____, 2017, by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida (the "Authority"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and **DUKE ENERGY FLORIDA, LLC**, d/b/a Duke Energy (the "Utility"), having an address of P.O. Box 14042, St. Petersburg, Florida 33733.

RECITALS:

WHEREAS, the Utility has perpetual easement(s) for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to the Authority; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, the Authority is willing to replace Utility's perpetual easements with new easements encumbering different lands and pay for the removal or relocation of Utility's facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Subordination.** The Utility subordinates to the Authority, its successors and assigns, any and all of its easements only to the extent they encumber listed property in the lands described as follows, to wit:

[See Composite Exhibit "A" attached hereto and incorporated by reference herein]

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

3. **Reservation of Rights.** The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described herein in accordance with the Authority's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide.

4. **Relocation of Easements.** Should the Authority require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the Authority hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by the Authority shall be performed at the Utility's sole cost and expense.

5. **Maintenance Access by the Utility.**

a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of the Authority's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.

b. In the exercise of the rights and privileges under Paragraphs 3 and 5a, above, the Utility shall not damage or disturb any improvements located outside of the easement areas and, upon completion of any work, shall repair and restore any damage to the Authority property or improvements to the satisfaction of the Authority. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the Authority shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the Authority by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify the Authority against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a, above.

6. **Non-Interference with Facilities.** The Authority covenants not to interfere with the Utility's facilities within the easement area on the above-described property.

7. **Notice of Construction.** Except in case of emergency, the Authority shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's easement areas in the above-described property. In emergency situations, Authority shall notify the Utility's office as soon as possible.

8. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict 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 the parties. 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. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, sealed and delivered
in our presence as witnesses:

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: _____
Joseph A. Berenis
Deputy Executive Director

(Print Name)

(Print Name)

APPROVED AS TO FORM AND
LEGALITY FOR USE AND RELIANCE BY
THE CENTRAL FLORIDA EXPRESSWAY
AUTHORITY:

RECEIVED AND REVIEWED BY THE
OFFICE OF GENERAL COUNSEL,
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY:

Shutts & Bowen, LLP

By: _____
Linda Brehmer Lanosa
Deputy General Counsel

By: _____
David A. Shontz

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Joseph A. Berenis as Deputy Executive Director of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a municipal corporation, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Notary Public

Print Name

Notary Public, State of Florida
Commission No. _____
My commission expires: _____

Signed, sealed and delivered
in our presence as witnesses:

DUKE ENERGY FLORIDA, LLC,
d/b/a Duke Energy

Catherine A. Mori
Catherine A. Mori
(Print Name)

Shelley C Welch
Shelley C Welch
(Print Name)

STATE OF Florida
COUNTY OF Seminole

By: [Signature]
Print Name: Kris Tietig
Title: Manager, Land Services



The foregoing instrument was acknowledged before me this 17th day of April, 2017, by Kris Tietig as Manager-Land Services of Duke Energy Florida, LLC, d/b/a Duke Energy, on behalf of the limited liability company, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Catherine A. Mori
Notary Public

Catherine A Mori
Print Name



Notary Public, State of _____
Commission No. _____
My commission expires: _____

ORLDOCS 15238782 I

COMPOSITE EXHIBIT 'A'

**LEGAL DESCRIPTIONS
WEKIVA PARKWAY
PROJECT 429-206**

PARCEL 311, Part A and Part B, and PARCEL 811

PARCEL 312

PACEL 314, Part A and Part B

PARCEL 315, Part A and Part B

PARCEL 316, Part A and Part B, and PARCEL 816

PARCEL 319

PARCEL 320 and PARCEL 820

PARCEL 322 and PARCEL 822

PARCEL 328, Part A and Part B

PARCEL 335

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

**PARCEL 311
PART A**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the West 1/2 of the Southwest 1/4 of Section 36 Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 36, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with 1/2" iron rod stamped "2 1 36 35"; thence run South 89°47'27" East along the South line of the Southwest 1/4 of said Section 36, a distance of 748.48 feet to the POINT OF BEGINNING; thence departing said South line, run North 63°09'42" West, a distance of 113.78 feet; thence run South 89°47'27" East, a distance of 671.51 feet; thence run South 00°58'18" West, a distance of 51.00 feet to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 36, said point being a found 3.5" concrete monument with cap stamped "LB 3827"; thence run North 89°47'27" West along the South line of said Southwest 1/4, a distance of 411.53 feet to the POINT OF BEGINNING.

Containing 0.726 acres, more or less.

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

**PARCEL 311
PART B**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the East 1/2 of Section 35 and the Southwest 1/4 of Section 36 Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 36, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with 1/2" Iron rod stamped "2 1 36 35"; thence run South 89°47'27" East along the South line of the Southwest 1/4 of said Section 36, a distance of 1317.59 feet to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 36, said point being a found 3.5" concrete monument with cap stamped "LB 3827"; thence departing said South line, run North 00°58'18" East, a distance of 51.00 feet; thence run North 89°47'27" West, a distance of 159.72 feet to the POINT OF BEGINNING; thence continue North 89°47'27" West, a distance of 511.79 feet; thence run North 60°15'41" West, a distance of 220.43 feet; thence run North 54°36'10" West, a distance of 235.58 feet to a point on a curve, concave to the Northeast, having a Radius of 3984.72 feet and a Central Angle of 29°42'47"; thence run Northwesterly along the Arc of said curve, a distance of 2066.44 feet (Chord Bearing = North 39°44'46" West, Chord Distance = 2043.36') to the end of said curve; thence run North 24°53'22" West, a distance of 364.97 feet; thence run North 90°00'00" West, a distance of 383.88 feet; thence run North 01°03'08" East, a distance of 799.40' to a point on the North line of the of the South 272.50 feet of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South Range 27 East; thence run North 89°47'59" East along said North line, a distance of 301.90 feet to the Northeast corner of said South 272.50 feet, said point being a 3.5" diameter concrete monument with cap stamped "LB 3827"; thence run South 00°53'15" West along the East line of said South 272.50 feet, a distance of 272.55 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 89°47'59" East along the North line of the Southeast 1/4 of said Section 35, a distance of 190.12 feet; thence departing said North line, run South 24°53'22" East, a distance of 794.45 feet to a point on a curve, concave to the Northeast, having a Radius of 3654.72 feet and a Central Angle of 28°00'10"; thence run Southeasterly along the Arc of said curve, a distance of 1786.22 feet (Chord Bearing = South 38°53'28" East, Chord Distance = 1768.49 feet) to the end of said curve; thence run South 66°10'44" East, a distance of 137.81 feet; thence run South 51°38'41" East, a distance of 99.35 feet to a point on a curve, concave to the Northeast, having a Radius of 3632.72 feet and a Central Angle of 03°11'26"; thence run Southeasterly along the Arc of said curve, a distance of 202.29 feet (Chord Bearing = South 58°10'20" East, Chord Distance = 202.26 feet) to the end of said curve; thence run South 59°46'03" East, a distance of 519.46 feet; thence run South 40°36'53" East, a distance of 21.18 feet; thence run South 30°14'34" West, a distance of 92.10 feet to the POINT OF BEGINNING.

Containing 32.536 acres, more or less.

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.

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

PARCEL 811

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

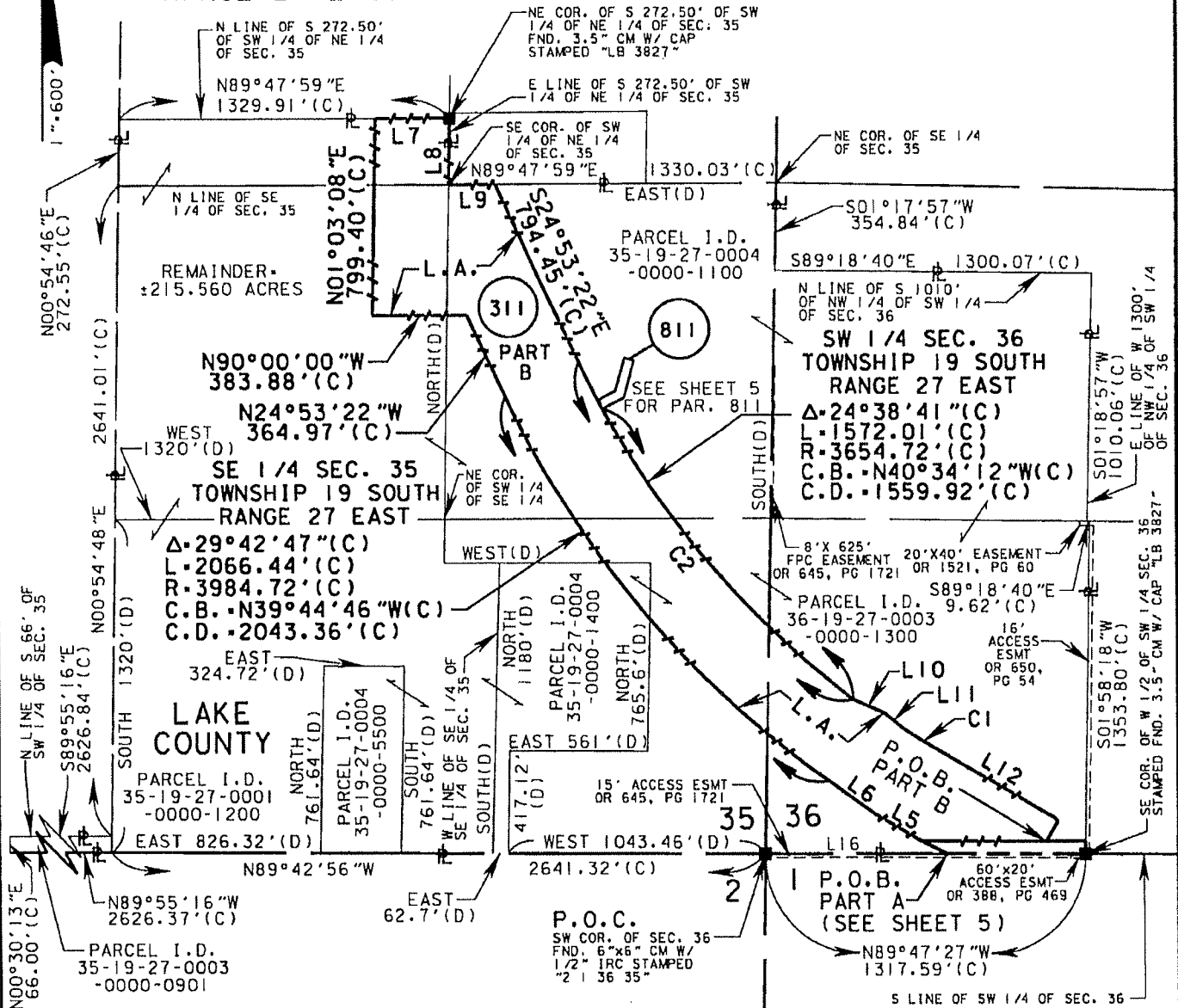
A parcel of land lying in the West 1/2 of the Southwest 1/4 of Section 36 Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 36, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with 1/2" iron rod stamped "2 1 36 35"; thence run South 89°47'27" East along the South line of the Southwest 1/4 of said Section 36, a distance of 1317.59 feet to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 36, said point being a found 3.5" concrete monument with cap stamped "LB 3827"; thence departing said South line, run North 00°58'18" East, a distance of 51.00 feet; thence run North 89°47'27" West, a distance of 159.72 feet; thence North 30°14'34" East, a distance of 92.10 feet; thence North 40°36'53" West, a distance of 21.18 feet; thence North 59°46'03" West, a distance of 519.46 feet to the point of curvature of a curve to the right having a radius of 3632.72 feet and a central angle of 03°11'26"; thence run Northwesterly along the Arc of said curve, a distance of 202.29 feet (Chord Bearing = North 58°10'20" West, Chord Distance = 202.26 feet) to the end of said curve; thence run North 51°38'41" West, a distance of 99.35 feet; thence run North 66°10'44" West, a distance of 137.81 feet to a point on a curve to the right, concave Northeasterly, having a radius of 3654.72 feet and a central angle of 24°38'41"; thence run Northwesterly along the Arc of said curve, distance of 1572.01 feet (Chord Bearing = North 40°34'12" West, Chord Distance = 1559.92 feet) to the end of said curve and the POINT OF BEGINNING; thence continue along a curve to the right having a radius of 3654.72 feet and a central angle of 00°37'38", a distance of 40.00 feet (Chord Bearing = North 27°56'03" West, Chord Distance = 40.00 feet) to the end of said curve; thence run North 61°59'15", a distance of 81.47 feet; thence run North 15°07'08" East, a distance of 139.01 feet; thence run South 74°52'52" East, a distance of 40.00 feet; thence run South 15°07'08" West, a distance of 156.34 feet; thence run South 61°59'15" West, a distance of 98.87 feet to the POINT OF BEGINNING.

Containing 9515 square feet, more or less.

PARCEL: 311/811

SECTION 35 & 36
TOWNSHIP 19 SOUTH
RANGE 27 EAST



SEE SHEET 6 OF 6
FOR LEGEND, LINE &
CURVE DATA, & NOTES

ORANGE COUNTY

SEE SHEETS 1-3 OF 6
FOR LEGAL DESCRIPTION
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 6			DATE: 08/04/14		
			ADD PAR. 811			CWW			12/14		
REVISED PART A			CWW			2/15			SCALE: 1" = 600		
REVISED PARTS A AND B			CWW			12/14			CHECKED: ALO		
PER COMMENTS			CWW			9/14					
REVISION			BY			DATE			DRAWN: JSG		

SKETCH PREPARED BY

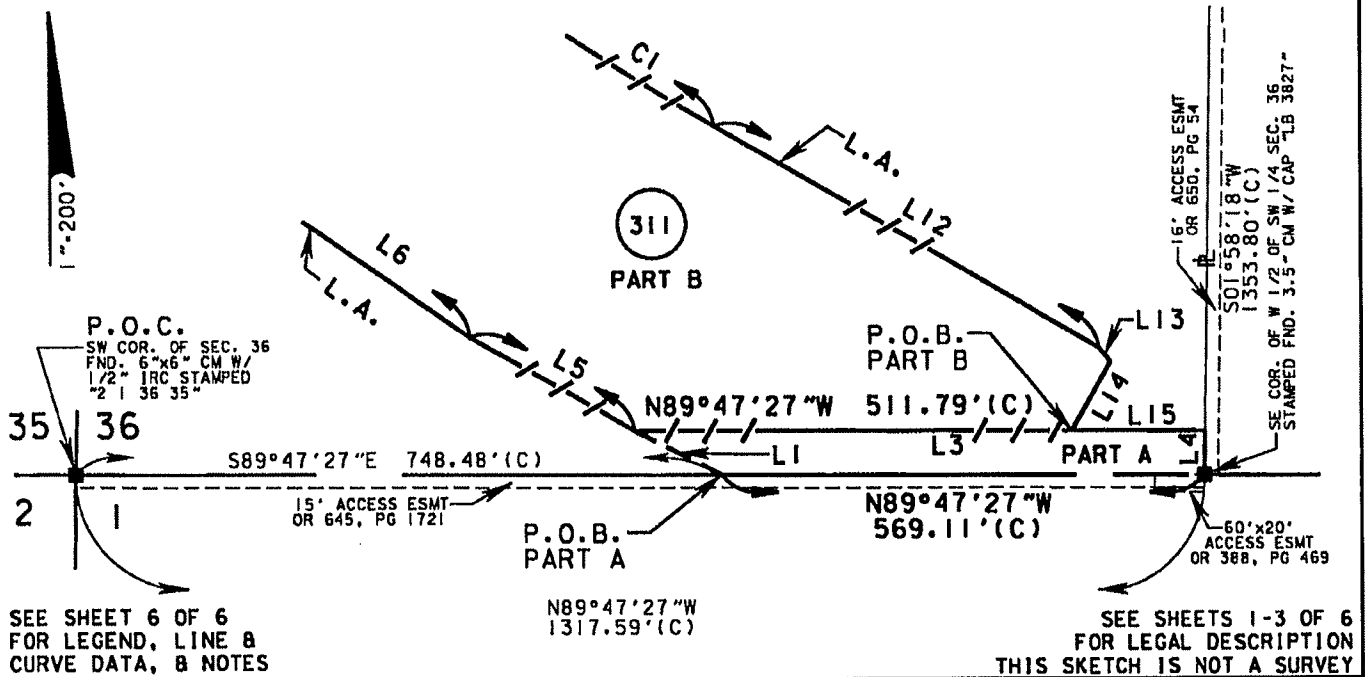
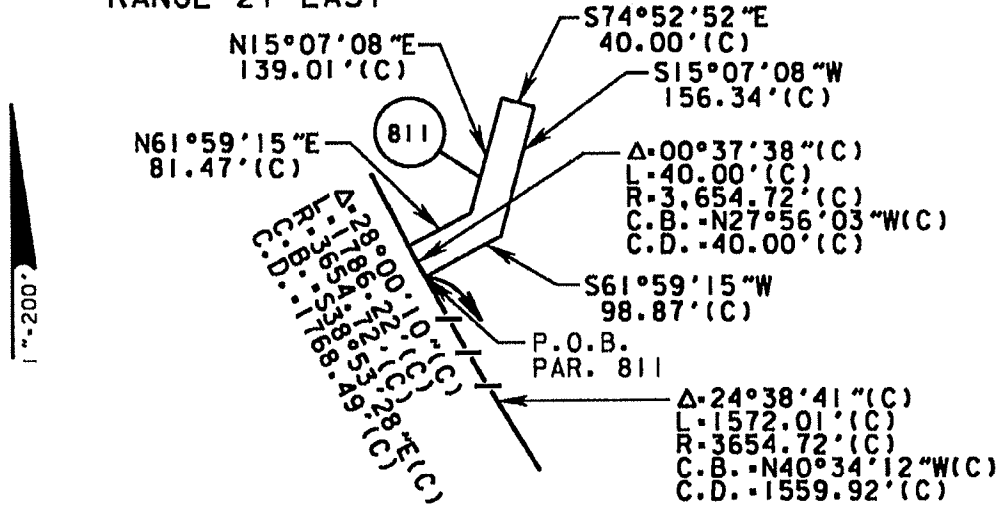
DRMP

ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 311/811

SECTION 35 & 36
TOWNSHIP 19 SOUTH
RANGE 27 EAST



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 5 OF 6			DATE: 08/04/14		
			ADD PAR. 811			CWW 12/14			SCALE: 1" = 200'		
REVISED PART A			CWW 2/15			ADD REMAINDER			CWW 11/14		
REVISED PARTS A AND B			CWW 12/14			PER COMMENTS			CWW 9/14		
REVISION			BY DATE			REVISION			BY DATE		
									DRAWN: JSG		
									SKETCH PREPARED BY DRMP <small>ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648		

PARCEL: 311/811

LEGEND:

(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD LENGTH
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DESCRIBED DATA
ESMT = EASMENT
EXIST. = EXISTING
FND. = FOUND
I.D. = IDENTIFICATION
IP = IRON PIPE
IRC = IRON ROD & CAP
L = ARC LENGTH
L.A. = LIMITED ACCESS RIGHT OF WAY
L.B. = LICENSED BUSINESS
OR = OFFICIAL RECORDS BOOK
PAR. = PARCEL
P.L. = PROPERTY LINE
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

LINE DATA:

L1 = N63°09'42"W 113.78' (C)
L2 = (NOT USED)
L3 = S89°47'27"E 671.51' (C)
L4 = S00°58'18"W 51.00' (C)
L5 = N60°15'41"W 220.43' (C)
L6 = N54°36'10"W 235.58' (C)
L7 = N89°47'59"E 301.90' (C)
L8 = S00°53'15"W 272.55' (C)
L9 = N89°47'59"E 190.12' (C)
L10 = S66°10'44"E 137.81' (C)
L11 = S51°38'41"E 99.35' (C)
L12 = S59°46'03"E 519.46' (C)
L13 = S40°36'53"E 21.18' (C)
L14 = S30°14'34"W 92.10' (C)
L15 = N89°47'27"W 159.72' (C)
L16 = S89°47'27"E 748.48' (C)

Curve C1:

Δ=03°11'26"(C)
L=202.29' (C)
R=3632.72' (C)
C.B.=S58°10'20"E (C)
C.D.=202.26' (C)

Curve C2:

Δ=28°00'10"(C)
L=1786.22' (C)
R=3654.72' (C)
C.B.=S38°53'28"E (C)
C.D.=1768.49' (C)

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'27" EAST, 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. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876487, DATED JULY 08, 2014.

SEE SHEETS 4-5 OF 6 FOR
SKETCH OF DESCRIPTION

SEE SHEETS 1-3 OF 6
FOR LEGAL DESCRIPTION

RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

ALLEN L. QUICKEL
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED)

DRMP PROJECT NO. 12-0150.000	SHEET 6 OF 6		DATE: 08/04/14
ADD PAR. 811	CWW	12/14	SCALE: N/A
ADD REMAINDER	CWW	11/14	
PER COMMENTS	CWW	9/14	CHECKED: ALO
REVISION	BY	DATE	DRAWN: JSG

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

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

PARCEL 312

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

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

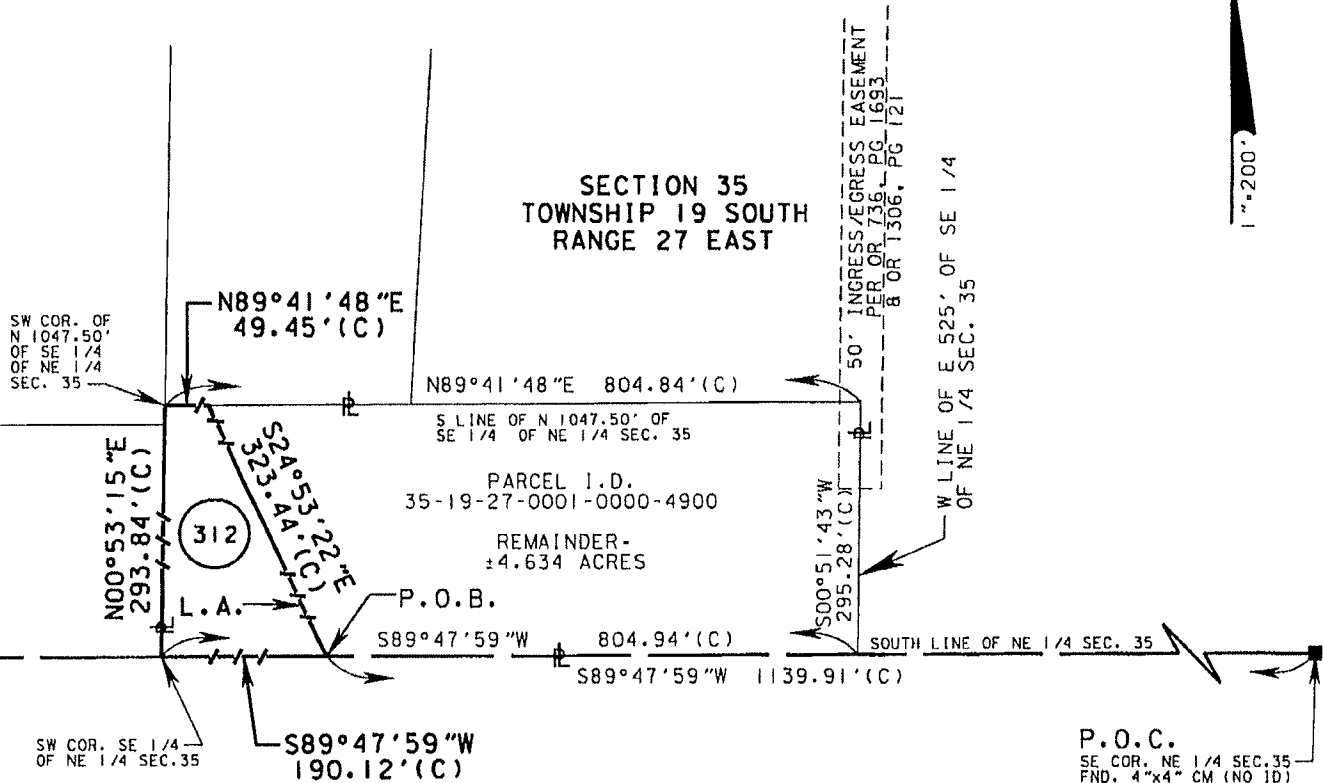
Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1139.91 feet to the POINT OF BEGINNING; thence continue South 89°47'59" West along said South line, a distance of 190.12 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°53'15" East along the West line of the Southeast 1/4 of the Northeast 1/4, a distance of 293.84 feet to the Southwest corner of the North 1047.50 feet of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence run North 89°41'48" East along the South line of said North 1147.50 feet, a distance of 49.45 feet; thence departing said South line, run South 24°53'22" East, a distance of 323.44 feet to the POINT OF BEGINNING.

Containing 0.808 acres (35,199 square feet), more or less.

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.

PARCEL: 312
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

SEE SHEET 3 OF 3
FOR LEGEND & NOTES.

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
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 2 OF 3		DATE: 08/06/14	
								SCALE: 1" = 200'	
			ADD REMAINDER			CWW		11/14	
			PER COMMENTS			CWW		9/14	
REVISION			BY	DATE	REVISION	BY	DATE	DRAWN: JSG	
								SKETCH PREPARED BY DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 312

LEGEND:

(C)	= CALCULATED DATA	L.A.	= LIMITED ACCESS RIGHT OF WAY
C.B.	= CHORD BEARING	L.B.	= LICENSED BUSINESS
C.D.	= CHORD LENGTH	OR	= OFFICIAL RECORDS BOOK
COR.	= CORNER	R	= PROPERTY LINE
CM	= CONCRETE MONUMENT	P.O.B.	= POINT OF BEGINNING
(D)	= DESCRIBED DATA	P.O.C.	= POINT OF COMMENCEMENT
ESMT	= EASMENT	No.	= NUMBER
EXIST.	= EXISTING	PG	= PAGE
FND.	= FOUND	R	= RADIUS
I.D.	= IDENTIFICATION	REQ.	= REQUIRED
IP	= IRON PIPE	R/W	= RIGHT-OF-WAY
IRC	= IRON ROD & CAP	SEC.	= SECTION
L	= ARC LENGTH	Δ	= CENTRAL ANGLE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" 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. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN ORDER No. 4876497, DATED JULY 20, 2014.

SEE SHEET 2 OF 3 FOR
SKETCH OF DESCRIPTION

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
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 3 OF 3	DATE: 08 / 06 / 14
ADD REMAINDER		CWW	11 / 14
PER COMMENTS		CWW	9 / 14
REVISION		BY	DATE
DRAWN: JSG		CHECKED: ALO	
SCALE: 1" = 200'		DRAWN: JSG	

ALLEN L. OUTKEL
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED)

11/19/14

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

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

**PARCEL 314
PART A**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4, subject to the north 30 feet thereof for nonexclusive right of way easement for Coronado Somerset Drive as described in Official Records Book 431, Page 150 of the Public Records of Lake County, Florida; and also lying in the Southwest 1/4 of the Northeast 1/4 all being within Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 958.67 feet to the POINT OF BEGINNING, said point being the northeast corner of lands described in Official Records Book 4109, Page 1849, Public Records of Lake County, Florida; thence departing said South line, run the following 4 courses around said Official Records book 4109, Page 1849: South 00°18'12" East, a distance of 137.54 feet; thence run South 87°54'58" West, a distance of 302.52 feet to a point on a non-tangent curve, concave to the East, having a Radius of 140.00 feet and a Central Angle of 10°39'11"; thence run Northwesterly along the Arc of said curve, a distance of 26.03 feet (Chord Bearing = North 05°37'47" West, Chord Distance = 25.99 feet) to the end of said curve; thence run North 00°18'12" West, a distance of 121.06 feet to a point on the aforementioned South line of the Northwest 1/4 of the Northeast 1/4; thence run South 89°41'48" West along said South line, a distance of 16.01 feet to a point on the easterly line of a 50 foot Road and Utility Easement as described in Official Records Book 1046, Page 1890; thence departing said South line run North 00°54'46" East, along said easterly line, a distance of 639.63 feet to the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence departing said easterly line, North 89°38'42" East, along said South line, a distance of 282.30 feet to the East line of West 1/2 of the Southwest 1/4 of said Northwest 1/4 of the Northeast 1/4; thence, departing said South line, run South 00°54'23" West along the East line of said West 1/2, a distance of 639.88 feet to the Southeast corner of said West 1/2; thence run North 89°41'48" East along the aforementioned South line of the Northwest 1/4 of the Northeast 1/4, a distance of 38.44 feet to the POINT OF BEGINNING.

Containing 5.141 acres, more or less.

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.

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

**PARCEL 314
PART B**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4, subject to the north 30 feet thereof for nonexclusive right of way easement for Coronado Somerset Drive as described in Official Records Book 431, Page 150 of the Public Records of Lake County, Florida; and also lying in the Southwest 1/4 of the Northeast 1/4 all being within Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 997.11 feet to the East line of West 1/2 of the Southwest 1/4 of said Northwest 1/4 of the Northeast 1/4; thence run along said East line of West 1/2 North 00°54'23" East, a distance of 639.88 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive and the POINT OF BEGINNING; thence run along said South line South 89°38'42" West, a distance of 282.30 feet to a point on the easterly line of a 50 foot Road and Utility Easement as described in Official Records Book 1046, Page 1890 of the Public Records of Lake County, Florida; thence South 00°54'46" East, along said easterly line, a distance of 639.63 feet to the aforementioned South line of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4; thence South 89°41'48" West, along said South line, a distance of 50.01 feet to the West line of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence departing said South line, run North 00°54'46" East along said West line a distance of 669.59 feet to a point on the North line of the West 1/2 of the Southwest 1/4 of said Northwest 1/4 of the Northeast 1/4; thence run North 89°38'42" East along said North line, a distance of 332.30 feet to the Northeast corner of said West 1/2; thence departing said North line, run South 00°54'23" West along the East line of said West 1/2, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 0.963 acres, more or less.

NW COR. W 1/2
OF SW 1/4 OF -
NW 1/4 OF NE
1/4 OF SEC. 35

8' FPC
DISTRIBUTION
EASEMENT
PER OR 461, PG
69

60' NONEXCLUSIVE R/W EASEMENT, RECORDED IN OR 431, PG 150;
GRANTED IN - OR 501, PG 886, OR 507, PG 480, OR 503, PG 201.
- OR 506, PG 939, OR 506, PG 941, OR 537, PG 102, OR 537, PG
107, 8 OR 732, PG 97

FPC DISTRIBUTION EASEMENT,
PER OR 414, PG 987

CORONADO
SOMERSET DRIVE

NW 1/4 NE 1/4
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

1" 200'

NW COR. OF
S 1 1/2 OF
NE 1/4 OF
SEC. 35

S89°41'48"W
66.02' (C) (D)

S89°41'48"W
66.02' (C)(D)

PARCEL I.D.
5-19-27-0001
-0000-5300

(314)

SE COR. OF W 1/2 OF
SW 1/4 OF NW 1/4 OF
NE 1/4 OF SEC. 35

SOUTH LINE OF NW 1/4
OF NE 1/4 OF SEC. 35

- SE COR. OF NW
1/4 OF NE 1/4
OF SEC. 35

O.B.
RT A
DESCRIBED
N
PG 1849

SW 1/4 NE 1/4
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

E LINE OF SW 1/4 OF
NE 1/4 OF SEC. 35

P.O.C.
SE COR. NE
1/4 SEC. 35
FND. 4"x4"
CM (NO ID)

Δ = 10°39'11"(C)(D)
L = 26.03' (C)(D)
R = 140.00' (C)(D)
C.B. = N05°37'47"W(C)
C.D. = 25.99' (C)

L1 = S00°18'12"E 137.54' (C)(D)
L2 = N00°18'12"W 121.06' (C)(D)
L3 = S89°41'48"W 16.01' (C)
L4 = N89°41'48"E 38.44' (C)
L5 = S00°54'23"W 30.01' (C)
L6 = S89°41'48"W 50.01' (C)


S LINE OF NE 1/4 OF SEC. 35

SE COR. OF SW 1/4—
OF NE 1/4 SEC. 35
FND. 4"x4" CM W/
DISK "PRM 3715 PCP"

S89°47'59"W
1330.03'(C)

SEE SHEETS 1-2 OF 4 FOR
LEGAL DESCRIPTION
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: 08/07/14		
REVISE PARTS A & B			CWW	6/15	PARCEL NUMBERS	CWW	12/14	SCALE: 1" = 200'			
REVISE DESCRIPTION HEADER			ALQ	5/15	ADD REMAINDER	CWW	11/14	CHECKED: ALQ			
TOTAL TAKE			ALQ	4/15	PER COMMENTS	CWW	9/14				
REVISION			BY	DATE	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

PARCEL: 314

LEGEND:

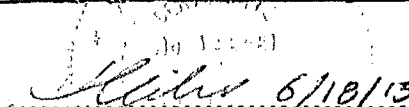

AC. = ACRES
(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD LENGTH
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DESCRIBED DATA
EXIST. = EXISTING
FND. = FOUND
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.A. = LIMITED ACCESS RIGHT OF WAY
L.B. = LICENSED BUSINESS
OR = OFFICIAL RECORDS BOOK
PAR. = PARCEL
PL = PROPERTY LINE
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
T.B. = TANGENT BEARING
Δ = CENTRAL ANGLE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" 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. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876513, DATED JULY 13, 2014.

SEE SHEET 3 OF 4 FOR
SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 4 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)	
 6/10/15 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000	SHEET 5 OF 5	DATE: 08/07/14	 DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALOWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
		TOTAL TAKE	ALO	4/15		SCALE: 1" = 200'
		PARCEL NUMBERS	CWW	12/14		CHECKED: ALO
		ADD REMAINDER	CWW	11/14		
		PER COMMENTS	CWW	9/14		
REVISION	BY	DATE	DRAWN: BJP			

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

**PARCEL 315
PART A**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 664.74 feet to the Southeast corner of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35 and the POINT OF BEGINNING; thence continue South 89°41'48" West along said South line, a distance of 332.37 feet to the Southwest corner of said East 1/2; thence run North 00°54'23" East, along the West line of said East 1/2, a distance of 639.88 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38'42" East along said South line, a distance of 332.31 feet to the East line of aforesaid East 1/2; thence departing said South line, run South 00°54'00" West along the said East line of East 1/2, a distance of 640.18 feet to the POINT OF BEGINNING.

Containing 4.882 acres, more or less.

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.

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

**PARCEL 315
PART B**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 664.74 feet to the Southeast corner of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°54'00" East, along the East line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35, a distance of 640.18 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive and the POINT OF BEGINNING; thence departing said East line, run South 89°38'42" West, along said South line, a distance of 332.31 feet to the West line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence departing said South line, run North 00°54'23" East, along said West line, a distance of 30.01 feet to the North line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence departing said West line, run North 89°38'42" East, along said North line, a distance of 332.30 feet to the aforesaid East line; thence departing said North line, run South 00°54'00" West, along said East line, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 9969 square feet, more or less.

PARCEL: 315
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

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 3 OF 4

DATE: 08/08/14

ADD REMAINDER

CWW 11/14

L.A. CHANGES

CWW 11/14

PER COMMENTS

CWW 9/14

REVISOR TO WHOLE PARCEL TAKE

CWW 2/15

REVISION

BY

DATE

REVISION

BY

DATE

SCALE: 1" = 200'

CHECKED: ALO

DRAWN: BJP

SKETCH PREPARED BY

DRMP

ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

941 LAKE BALDWIN LANE

ORLANDO, FLORIDA 32814

(407) 896-0594


L.B. No. 2648

SEE SHEETS 1-2 OF 4 FOR LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			SECTION 429-206 (2C)			
			PROJECT NO. 12-0150.000			SHEET 3 OF 4			DATE: 08/08/14			
			ADD REMAINDER			CWW		11/14		SCALE: 1" = 200'		
			L.A. CHANGES			CWW		11/14				
REVISED TO WHOLE PARCEL TAKE			CWW		2/15		PER COMMENTS		CWW		9/14	
REVISION			BY		DATE		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

PARCEL: 315

NOTES:



1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" 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. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876575, DATED JULY 13, 2014.

LEGEND:

(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD LENGTH
COR. = CORNER
CM = CONCRETE MONUMENT
EXIST. = EXISTING
FND. = FOUND
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.A. = LIMITED ACCESS RIGHT OF WAY
L.B. = LICENSED BUSINESS
OR = OFFICIAL RECORDS BOOK
P.L. = PROPERTY LINE
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 3 OF 4 FOR
SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 4 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000		SHEET 4 OF 4		DATE: 08/08/14	
		ADD REMAINDER		CWW	11/14	SCALE: 1" = 200'	
		L.A. CHANGES		CWW	11/14	CHECKED: ALO	
		PER COMMENTS		CWW	9/14	DRAWN: BJP	
		REVISION		BY	DATE		
						 DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

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

**PARCEL 316
PART A**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 382.38 feet to the POINT OF BEGINNING; thence continue South 89°41'48" West, along said South line, a distance of 282.36 feet to the Southwest corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Northeast 1/4 of Section 35; thence run North 00°54'00" East along the West line of said West 1/2, a distance of 670.18 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38'42" East along said South line, a distance of 282.29 feet; thence departing said South line, run South 00°53'37" West, a distance of 640.43 feet to the POINT OF BEGINNING.

Containing 4.149 acres, more or less.

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.

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

**PARCEL 316
PART B**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 332.37 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35, and the POINT OF BEGINNING; thence continue South 89°41'48" West along said South line, a distance of 50.01 feet; thence departing said South line, run North 00°53'37" East, a distance of 640.43 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38'42" East along said South line, a distance of 50.01 feet to the East line of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35; thence run South 00°53'37" West along said East line, a distance of 640.48 feet to the POINT OF BEGINNING.

Containing 0.735 acres, more or less.

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

PARCEL 816

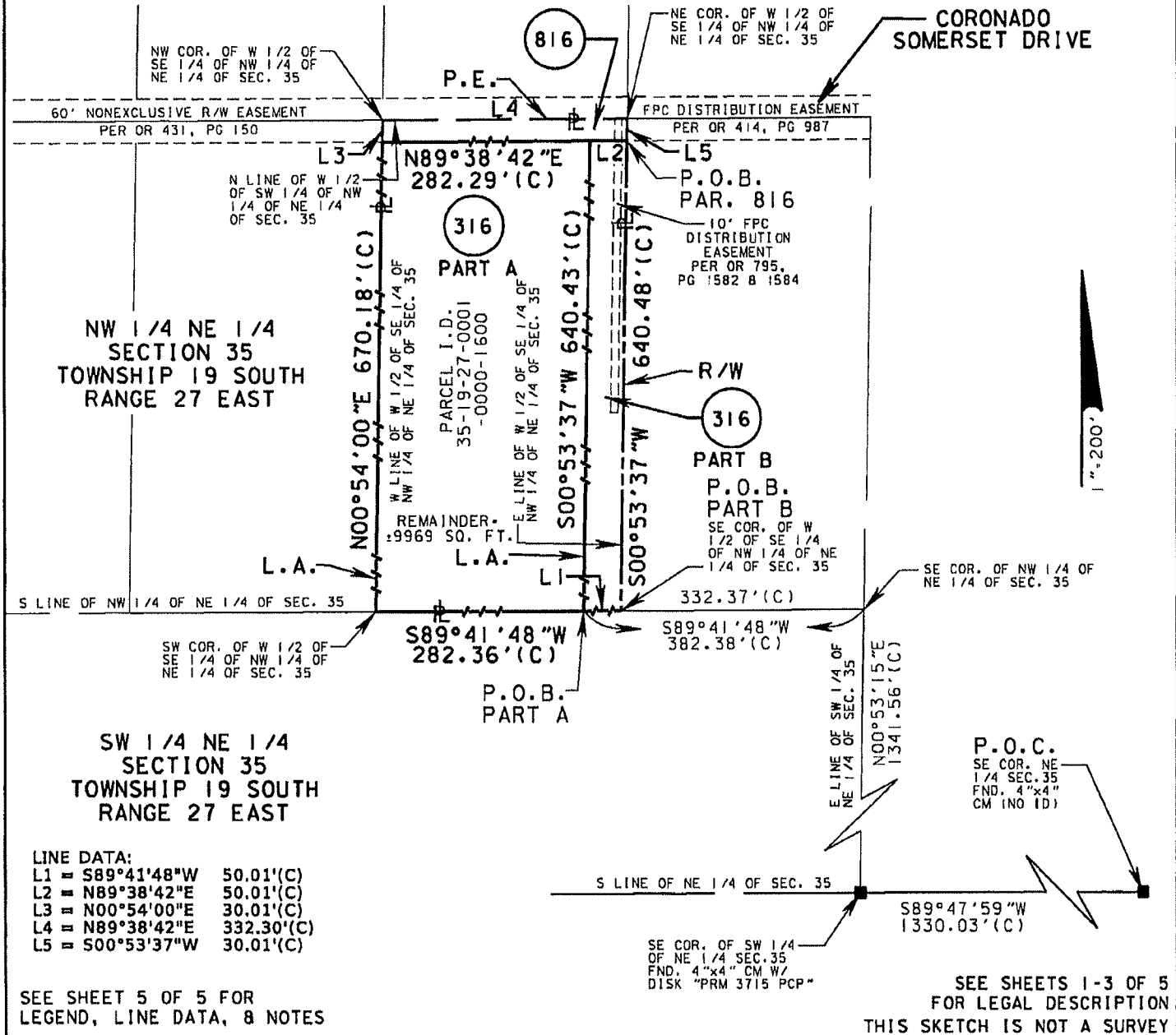
**PURPOSE: PERMANENT EASEMENT
(ESTATE: PERMANENT EASEMENT)**

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 332.37 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°53'37" East, along the East line of said West 1/2, a distance of 640.48 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive and the POINT OF BEGINNING; thence departing said East line, run South 89°38'42" West, along said South line, a distance of 332.30 feet to the West line of the aforesaid West 1/2; thence departing said South line, run North 00°54'00" East, along said West line, a distance of 30.01 feet to a point on the North line of the aforesaid West 1/2; thence departing said West line, run North 89°38'42" East, along said North line, a distance of 332.30 feet to aforesaid East line of the West 1/2; thence departing said North line, run South 00°53'37" West, along said East line, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 9969 square feet, more or less.

PARCEL: 316
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



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: 08/11/14	
			ADD REMAINDER			CWW		11/14	
			REV. PART B			CWW		11/14	
ADDED PARCEL 816			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

PARCEL: 316

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" 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. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876556, DATED JULY 13, 2014.

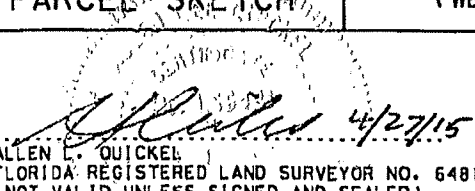

LEGEND:

(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD LENGTH
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DESCRIBED DATA
EXIST. = EXISTING
FND. = FOUND
FT. = FEET
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.A. = LIMITED ACCESS RIGHT OF WAY
L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK
P.L. = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
P.E. = PERPETUAL EASEMENT
PG = PAGE
R = RADIUS
R/W = RIGHT-OF-WAY
SEC. = SECTION
SQ. = SQUARE
T.B. = TANGENT BEARING
Δ = CENTRAL ANGLE

SEE SHEET 4 OF 5 FOR
SKETCH OF DESCRIPTION

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

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 5 OF 5		DATE: 08/11/14
	ADD REMAINDER	CWW	11/14	SCALE: 1" = 200'
	REV. PART B	CWW	11/14	CHECKED: ALO
	PER COMMENTS	CWW	9/14	
	REVISION	BY	DATE	DRAWN: BJP
 DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648				

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

PARCEL 319

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

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

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida; thence run North 00°54'46" East along the East line of said Northwest 1/4, a distance of 669.59 feet to a point on the centerline of a 60.0 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida, said point also being the Southeast corner of the Northeast 1/4 of said Northeast 1/4; thence departing said East line, run South 71°23'35" West along said centerline, a distance of 346.30 feet to the Southeast corner of lands described in Official Records Book 1137, Page 914 of said Public Records; thence departing said centerline, run North 00°42'27" East along the East line of said lands, a distance of 300.93 feet to the POINT OF BEGINNING; thence departing said East line, run North 50°13'22" West, a distance of 417.46 feet to a point on the West line of said lands; thence run North 00°42'27" East along said West line, a distance of 121.69 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 West line, run North 67°42'49" East along said Southerly right of way line, a distance of 352.08 feet to a point on said East line; thence departing said Southerly right of way line, run South 00°42'27" West along said East line, a distance of 522.34 feet to the POINT OF BEGINNING.

Containing 2.396 acres, more or less.

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.

PARCEL: 319

SECTIONS 26 & 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

SW 1/4
SECTION 26
TOWNSHIP 19 SOUTH
RANGE 27 EAST

STATE ROAD 46
(R/W VARIES)

A.C.L.R.R.
(100' R/W)
(S.C.L.R.R.)(D)

SOUTHERLY R/W LINE PER
R/W AND TRACK MAP V.38 FLA 5

NE 1/4 OF NW 1/4
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

N00°42'27"E
121.69'(C)

N00°10'10"E 794.80'(D)
N00°42'27"E 799.33'(C)

PARCEL I.D.
35-19-27-0002
-0000-0700

REMAINDER
±3.641 ACRES

SE COR. OF LANDS
DESCRIBED IN
OR 1137, PG 914

FPC DISTRIBUTION
EASEMENT
PER OR 414, PG 987

W LINE OF LANDS DESCRIBED IN
OR 1137, PG 914

SE COR. OF NE 1/4
OF NE 1/4 OF NW
1/4 OF SEC. 35

8' FPC
DISTRIBUTION
EASEMENT
PER OR 508, PG 977

P.O.B.

SE COR. OF NE 1/4
OF NE 1/4 OF NW
1/4 OF SEC. 35

CORONADO SOMERSET DRIVE

N00°54'46"E
669.59'(C)
NORTH
669.74'(D)

S66°31'40"W 352.90'(D)
N67°42'49"E 352.08'(C)
L.A.
E LINE OF LANDS DESCRIBED
IN OR 1137, PG 914
820.50'(D)
500°42'27"W 522.34'(C)
N50°13'22"W
417.46'(C)
N00°10'10"W(D)
N00°42'27"E
300.93'(C)

S71°23'35"W
343.44'(C)
N70°23'47"E
343.70'(D)
S71°23'35"W
346.30'(C)
S70°23'47"W
346'(D)

P.O.C.
SE COR. NE 1/4 OF
NW 1/4 OF SEC. 35

SEE SHEET 3 OF 3
FOR LEGEND & NOTES


SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
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 2 OF 3	DATE: 08/14/14	<div>SKETCH PREPARED BY</div> <div> DRMP</div> <div>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</div> <div>941 LAKE BALDWIN LANE</div> <div>ORLANDO, FLORIDA 32814</div> <div>(407) 896-0594</div> <div>L.B. No. 2648</div>
			ADD REMAINDER		CWW	11/14	
			PER COMMENTS		CWW	9/14	
						CHECKED: ALQ	
REVISION	BY	DATE	REVISION	BY	DATE	DRAWN: BJP	

PARCEL: 319

NOTES:

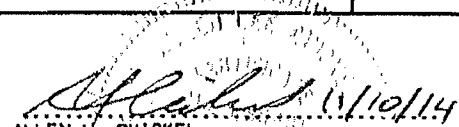

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 00°54'46" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876568, DATED JULY 13, 2014.

LEGEND:

A.C.L.R.R.	=	ATLANTIC COAST LINE RAIL ROAD	OR	=	OFFICIAL RECORDS BOOK
(C)	=	CALCULATED DATA	R	=	PROPERTY LINE
C.B.	=	CHORD BEARING	P.O.B.	=	POINT OF BEGINNING
C.D.	=	CHORD LENGTH	P.O.C.	=	POINT OF COMMENCEMENT
COR.	=	CORNER	No.	=	NUMBER
CM	=	CONCRETE MONUMENT	PG	=	PAGE
(D)	=	DESCRIBED DATA	R	=	RADIUS
EXIST.	=	EXISTING	REQ.	=	REQUIRED
FND.	=	FOUND	R/W	=	RIGHT-OF-WAY
FPC	=	FLORIDA POWER CORPORATION	SEC.	=	SECTION
I.D.	=	IDENTIFICATION	T.B.	=	TANGENT BEARING
IP	=	IRON PIPE	Δ	=	CENTRAL ANGLE
L	=	ARC LENGTH			
L.A.	=	LIMITED ACCESS RIGHT OF WAY			
L.B.	=	LICENSED BUSINESS			

SEE SHEET 2 OF 3 FOR
SKETCH OF DESCRIPTION

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
 ALLEN E. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000	SHEET 3 OF 3
		DATE: 08/14/14	SCALE: 1" = 200'
		ADD REMAINDER	CWW 11/14
		PER COMMENTS	CWW 9/14
		CHECKED: ALO	
		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	

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

PARCEL 320

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Northeast 1/4 of 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 Northeast corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46" West along the East line of said Northwest 1/4, a distance of 304.97 feet to the POINT OF BEGINNING; thence continue South 00°54'46" West along said East line, a distance of 334.61 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence departing said East line, run along said North line South 89°38'42" West, a distance of 5.48 feet; thence continue along said North line South 71°23'35" West, a distance of 95.23 feet; thence departing said North line, run North 50°13'22" West, a distance of 298.26 feet to a point on the West line of lands described in Official Records Book 734, Page 643 of the Public Records of Lake County, Florida; thence run North 00°42'27" East along said West line, a distance of 460.73 feet; thence departing said West line, run South 48°33'48" East, a distance of 432.98 feet to the POINT OF BEGINNING.

Containing 3.281 acres, more or less.

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.

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

PARCEL 820

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

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

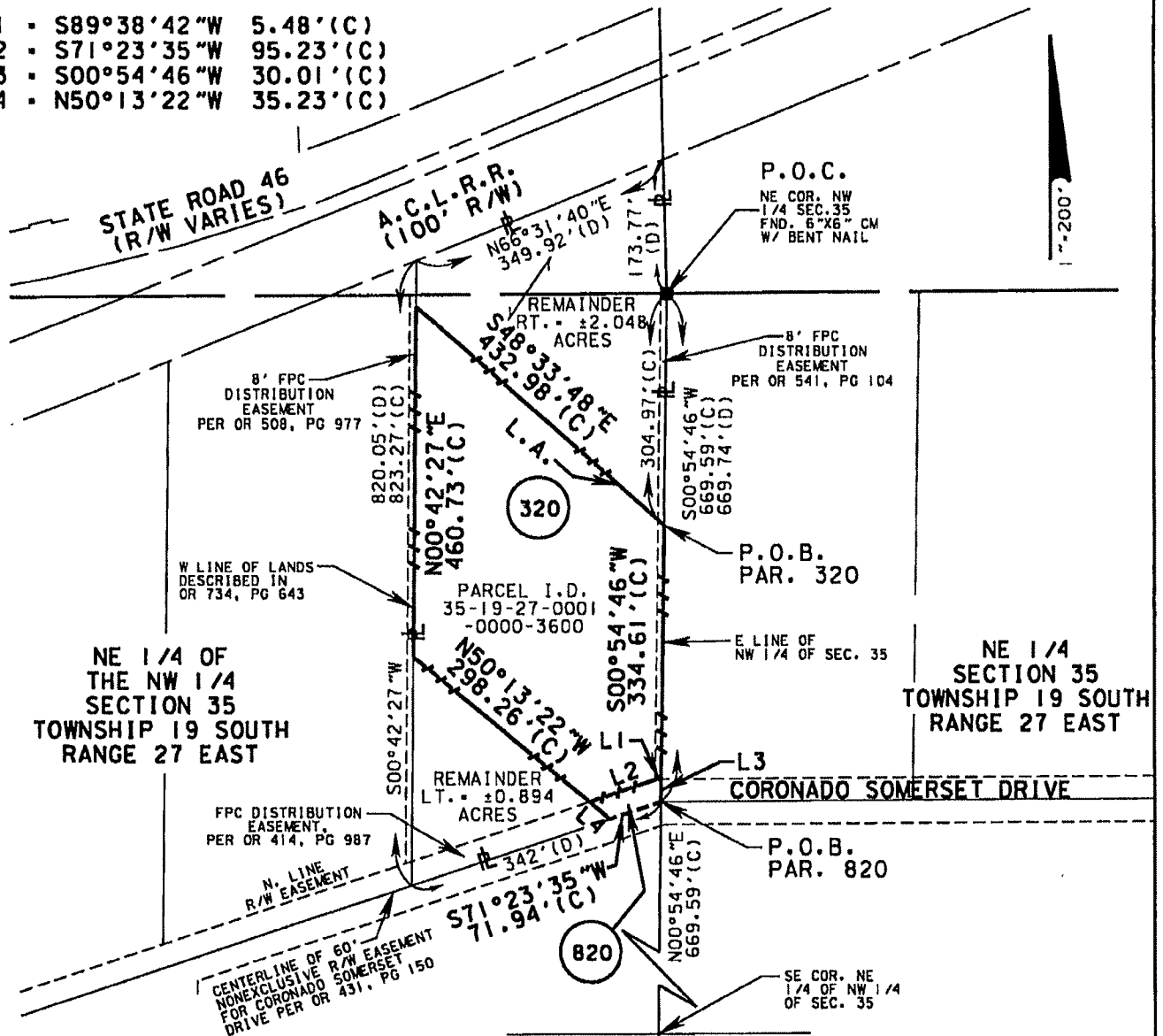
Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46" West along the East line of said Northwest 1/4, a distance of 669.59 feet to the centerline of a 60 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida and the POINT OF BEGINNING; thence, departing said East line, run South 71°23'35" West along said centerline, a distance of 71.94 feet; thence departing said centerline, run North 50°13'22" West, a distance of 35.23 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 71°23'55" East, along said North line, a distance of 95.23 feet; thence continue along said North line, North 89°38'42" East, a distance of 5.48 feet to the aforesaid East line of said Northwest 1/4; thence South 00°54'46" West along said East line, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 2590 square feet, more or less.

PARCEL: 320/820

SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

L1 - S89°38'42"W 5.48'(C)
L2 - S71°23'35"W 95.23'(C)
L3 - S00°54'46"W 30.01'(C)
L4 - N50°13'22"W 35.23'(C)



SEE SHEETS 1-2 OF 4 FOR LEGAL DESCRIPTION
SEE SHEET 4 OF 4 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 3 OF 4	DATE: 08/26/14
			PARCEL NUMBERS	CWW 12/14	SCALE: 1" = 200
			ADD REMAINDER	CWW 11/14	CHECKED: ALQ
			PER COMMENTS	CWW 9/14	
REVISION	BY	DATE	REVISION	BY	DATE
					DRAWN: BJP

SKETCH PREPARED BY

DRMP

ENGINEERS • SURVEYORS • PLANNERS • ARCHITECTS

941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 320/820

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 00°54'46" 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. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876575, DATED JULY 13, 2014.

LEGEND:

A.C.L.R.R.	=	ATLANTIC COAST LINE RAIL ROAD	OR	=	OFFICIAL RECORDS BOOK
(C)	=	CALCULATED DATA	PAR.	=	PARCEL
C.B.	=	CHORD BEARING	R	=	PROPERTY LINE
C.D.	=	CHORD LENGTH	P.O.B.	=	POINT OF BEGINNING
COR.	=	CORNER	P.O.C.	=	POINT OF COMMENCEMENT
CM	=	CONCRETE MONUMENT	No.	=	NUMBER
(D)	=	DESCRIBED DATA	PG	=	PAGE
EXIST.	=	EXISTING	R	=	RADIUS
FND.	=	FOUND	REQ.	=	REQUIRED
FPC	=	FLORIDA POWER CORPORATION	R/W	=	RIGHT-OF-WAY
I.D.	=	IDENTIFICATION	SEC.	=	SECTION
IP	=	IRON PIPE	T.B.	=	TANGENT BEARING
L	=	ARC LENGTH	Δ	=	CENTRAL ANGLE
L.A.	=	LIMITED ACCESS RIGHT OF WAY			
L.B.	=	LICENSED BUSINESS			

SEE SHEET 3 OF 4 FOR
SKETCH OF DESCRIPTION

RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

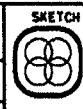
CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

Allen L. Quicke 12/19/14
ALLEN L. QUICKE
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED)

DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 4	DATE: 08/26/14
PARCEL NUMBERS	CWW	12/14
ADD REMAINDER	CWW	11/14
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

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

PARCEL 322

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, as described in Official Records Book 557, Page 545, Public Records of Lake County, Florida and being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46" West along the West line of said Northeast 1/4, a distance of 304.97 to the POINT OF BEGINNING; thence departing said West line, run South 48°33'48" East, a distance of 344.93 feet; thence run South 00°46'37" West, a distance of 104.68 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run South 89°38'42" West along said North line, a distance of 262.51 feet to a point on the aforesaid West line of said Northeast 1/4; thence run North 00°54'46" East, along said West line, a distance of 334.61 feet to the POINT OF BEGINNING.

Containing 1.322 acres, more or less.

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.

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

PARCEL 822

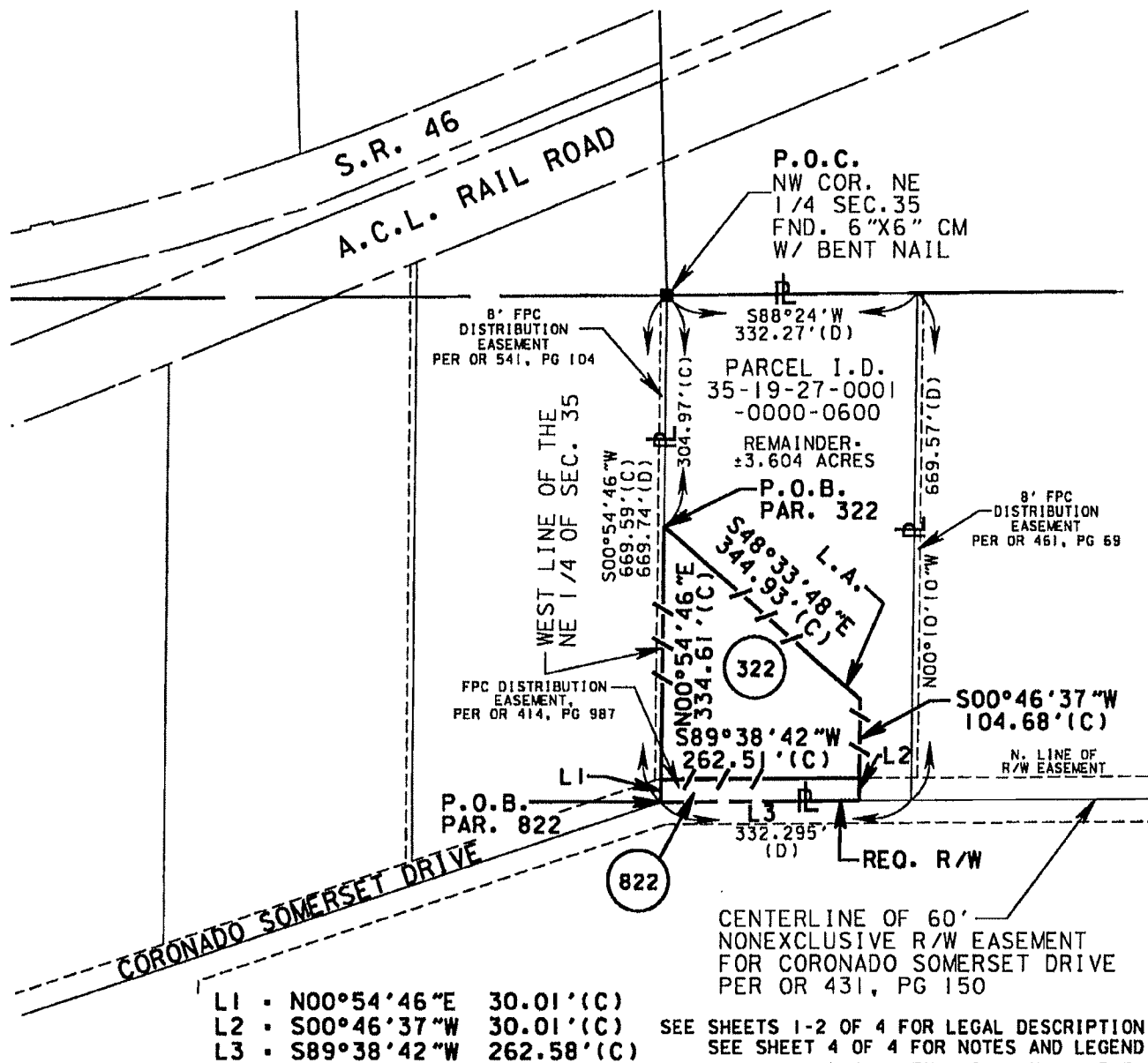
**PURPOSE: PERMANENT EASEMENT
(ESTATE: PERMANENT EASEMENT)**


A parcel of land lying in the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, as described in Official Records Book 557, Page 545, Public Records of Lake County, Florida and being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46" West along the West line of said Northeast 1/4, a distance of 669.59 feet to the centerline of a 60 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida and the POINT OF BEGINNING; thence departing said centerline, run North 00°54'46" East along said West line of Northeast 1/4, a distance of 30.01 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence departing said West line, run North 89°38'42" East, along said North line, a distance of 262.51 feet; thence, departing said North line, run South 00°46'37" West, a distance of 30.01 feet to a point on the centerline of the aforementioned Coronado Somerset Drive; thence run South 89°38'42" West along said centerline, a distance of 262.58 feet to the POINT OF BEGINNING.

Containing 7876 square feet, more or less.

SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



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 3 OF 4			DATE: 06/20/14		
			PARCEL NUMBERS			CWW 12/14			SCALE: 1" = 200'		
			ADD REMAINDER			CWW 11/14			CHECKED: ALO		
			PER COMMENTS			CWW 9/14			DRAWN: BJP		
REVISION			BY			DATE			 DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALOWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648		

PARCEL: 322 /822

NOTES:

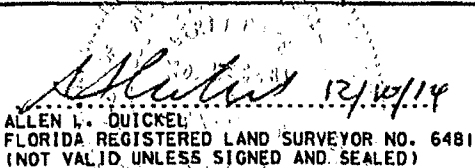

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 00°54'46" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876581, DATED JULY 13, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAIL ROAD
(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD LENGTH
COR. = CORNER
CM = CONCRETE MONUMENT
EXIST. = EXISTING
FND. = FOUND
FPC = FLORIDA POWER CORPORATION
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.B. = LICENSED BUSINESS

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

SEE SHEETS 1-2 OF 4 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 4 FOR SKETCH OF DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 4	DATE: 06/20/14	SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
		PARCEL NUMBERS	CWW	12/14		SCALE: 1" = 200'
		ADD REMAINDER	CWW	11/14		CHECKED: ALO
		PER COMMENTS	CWW	9/14		DRAWN: BJP
REVISION		BY	DATE			

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

**PARCEL 328
PART A**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in 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 Northwest corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'52" East along the North line of the Northwest 1/4 of said Northwest 1/4, a distance of 650.08 feet; thence departing said North line, run South 00°30'06" West, a distance of 32.88 feet to a point on the Southerly right of way line of State Road 46 per FDOT Maintenance Map recorded in Road Plat Book 11, Page 1, Public Records of Lake County, Florida, said point being the POINT OF BEGINNING; thence run North 89°36'11" West, along said Southerly right of way, a distance of 352.94 feet; thence run South 85°23'36" East, a distance of 163.50 feet to a point of curvature of a curve to the left having a Radius of 2119.48 feet and a Central Angle of 07°38'51"; thence run Easterly along the Arc of said curve a distance of 282.89 feet (Chord Bearing = South 89°13'01" East, Chord Distance = 282.68 feet) to the end of said curve; thence South 82°25'38" East, a distance of 49.65 feet; thence North 86°21'19" East, a distance of 190.13 feet; thence South 78°38'57" East, a distance of 34.04 feet; thence South 20°24'47" East, a distance of 34.01 feet to the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5 and a point on a non-tangent curve to the right, concave Northwesterly having a Radius of 5679.65 feet and a Central Angle of 11°20'37"; thence run Southwesterly along the Arc of said curve and said Northerly right of way line a distance of 1124.47 feet (Chord Bearing = South 75°15'31" West, Chord Distance = 1122.63 feet) to the end of said curve; thence departing said Northerly right of way line, run North 00°30'06" East, a distance of 333.25 feet to the POINT OF BEGINNING.

Containing 5.001 acres, more or less.

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

**PARCEL 328
PART B**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in 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 Northwest corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'52" East along the North line of the said Northwest 1/4, a distance of 1002.51 feet; thence departing said North line, run South 00°23'08" East, a distance of 32.80 feet to a point on the Southerly right of way line of State Road 46, per FDOT Maintenance Map recorded in Road Plat Book 11, Page 1, Public Records of Lake County, Florida and the POINT OF BEGINNING; thence continue along the said Southerly right of way line the following five (5) courses: North 89°36'11" East, a distance of 127.89 feet; thence run South 00°23'49" East, a distance of 2.00 feet; thence North 89°41'09" East, a distance of 191.77 feet; thence North 86°14'32" East, a distance of 191.46 feet; thence North 82°56'17" East, a distance of 204.29 feet to the aforementioned North line of the said Northwest 1/4; thence departing said Southerly right of way line, run North 89°36'52" East along said North line, a distance of 242.15 feet to the Northerly 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 North line of Northwest 1/4, run South 67°42'49" East along said Northerly right of way line a distance of 57.09 feet to a point of curvature, concave to the Northwest, having a Radius of 5679.65 feet and a Central Angle of 01°52'24"; thence run Southeasterly along the Arc of said curve continuing along said Northerly right of way line, a distance of 185.71 feet (Chord Bearing = South 68°39'01" West, Chord Distance = 185.70 feet) to the end of said curve; thence departing said Northerly right of way line, run North 20°24'47" West, a distance of 34.01 feet; thence run North 78°38'57" West, a distance of 34.04 feet; thence run South 86°21'19" West, a distance of 190.13 feet; thence run North 82°25'38" West, a distance of 49.65 feet to a point on a non-tangent curve concave Northerly having a Radius of 2119.48 feet and a Central Angle of 07°38'51"; thence run Westerly along the Arc of said curve a distance of 282.89 feet (Chord Bearing = North 89°13'01" West, Chord Distance = 282.68 feet) to point of tangency; thence run North 85°23'36" West, a distance of 163.50 feet to the POINT OF BEGINNING.

Containing 0.651 acres, more or less.

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.

PARCEL: 328
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



CI:
Δ-07°38'51"(C)
L-282.89'(C)
R-2119.48'(C)
C.B.-S89°13'01"E(C)
C.D.-282.68'(C)

L1 - S85°23'36"E 163.50'(C)
L2 - S82°25'38"E 49.65'(C)
L3 - N86°21'19"E 190.13'(C)
L4 - S78°38'57"E 34.04'(C)
L5 - S20°24'47"E 34.01'(C)
L6 - N89°36'11"E 127.89'(C)
L7 - S00°23'49"E 2.00'(C)
L8 - N89°36'52"E 242.15'(C)
L9 - S67°42'49"E 57.09'(C)

P.O.C.
NW COR. NW 1/4 SEC. 35
FND. NLD "FDOT LB 7917"

N LINE OF NW 1/4
SEC. 35

N82°56'17"E
204.29'(C)

N86°14'32"E
191.46'(C)
N89°41'09"E
191.77'(C)

S00°23'08"E
32.80'(C)

N89°36'52"E 1002.51'(C)

EXIST. R/W
STATE ROAD 46

(R/W VARIES PER
R.P.B. 11, PG 1)

N89°36'11"E
352.94'(C)
P.O.B. PART A
P.O.B. PART B

TOTAL TAKE

SUMTER ELECTRIC
R/W EASEMENT
OR 279, PG 159

4'X20' FLORIDA
POWER & LIGHT
GUY EASEMENT
OR 703, PG 641
PART A

L1 L2 L3 L4 L5 L6 L7 L8 L9
L.A. LINE
R/W LINE

Δ-01°52'24"(C)
L-185.71'(C)
R-5679.65'(C)
C.B.-S68°39'01"W(C)
C.D.-185.70'(C)

A.C.L.R.R. (100' R/W)
PER R/W AND TRACK MAP
V.3B FLA 5

NW 1/4 OF
NW 1/4 SEC. 35

NE 1/4 OF
NW 1/4 SEC. 35

Δ-11°20'37"(C)
L-1124.47'(C)
R-5679.65'(C)
C.B.-S75°15'31"W(C)
C.D.-1122.63'(C)

SEE SHEETS 1 AND 2 OF 4 FOR LEGAL DESCRIPTION
SEE SHEET 4 OF 4 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)	

PARCEL : 328

NOTES:

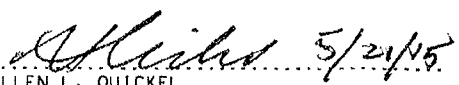

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 89°36'52" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR 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. 4886929, DATED JULY 16, 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
EXIST. = EXISTING
FND. = FOUND
FPC = FLORIDA POWER CORPORATION
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.A. = LIMITED ACCESS RIGHT-OF-WAY
L.B. = LICENSED BUSINESS

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

SEE SHEET 3 OF 4 FOR
SKETCH OF DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000 REVISION REVISE LEGAL TOTAL TAKE PER COMMENTS REVISION	SHEET 4 OF 4 DATE: 06/19/14 SCALE: 1" = 200' CHECKED: ALO DRAWN: JSG
		SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

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

PARCEL 335

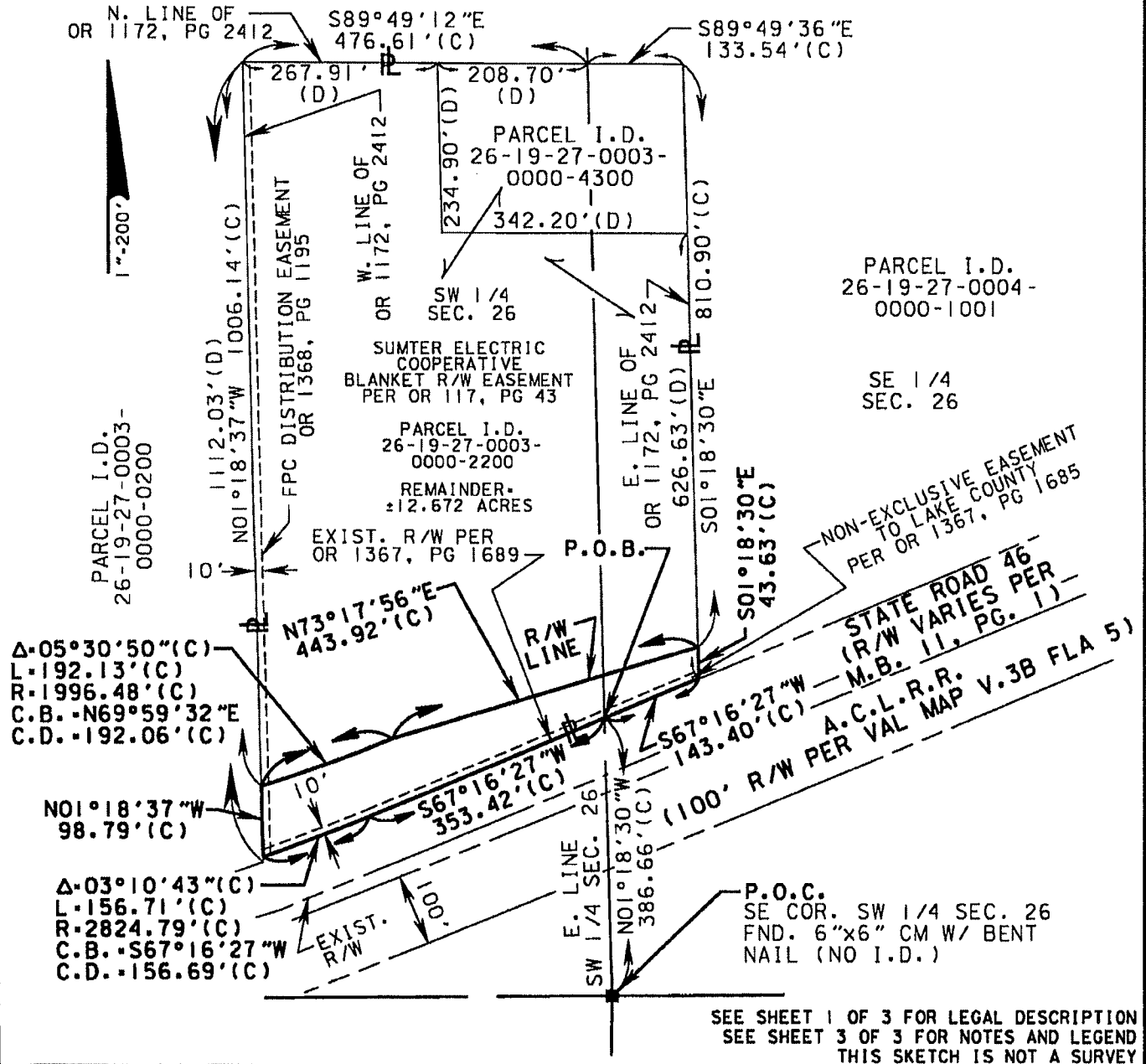
**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southwest 1/4 and Southeast 1/4 of Section 26, 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°18'30" West along the East line of said Southwest 1/4, a distance of 386.66 feet to a point on the Northerly right of way line of State Road 46 per Official Records Book 1387, Page 1689, Public Records of Lake County, Florida, and the POINT OF BEGINNING; thence departing said west line, run South 67°16'27" West along said Northerly right of way line, a distance of 353.42 feet to a point of curvature of a curve, concave to the Northwest, having a Radius of 2824.79 feet, and a Central angle of 03°10'43"; thence run Southwesterly along the Arc of said curve continuing along said Northerly right of way, a distance of 156.71 feet (Chord Bearing = South 67°16'27" West, Chord Distance = 156.69 feet) to the end of said curve at the West line of lands described in Official Records Book 1172, Page 2412, Public Records of Lake County, Florida; thence departing said Northerly right of way line, run North 01°18'37" West along said West line, a distance of 98.79 feet to a point on a non-tangent curve to the left, concave to the Northwest, having a Radius of 1996.48 feet and a Central Angle of 05°30'50"; thence run Northeasterly along the arc of said curve, a distance of 192.13 feet (Chord Bearing = North 69°59'32" East, Chord Distance = 192.06 feet) to the end of said curve; thence North 73°17'56" East, a distance of 443.92 feet to the East line of said lands described in Official Records Book 1172, Page 2412; thence South 01°18'30" East, along said East line, a distance of 43.63 feet to a point on the aforesaid Northerly right of way line; thence, departing said East line, run South 67°16'27" West along said Northerly right of way line, a distance of 143.40 feet to the POINT OF BEGINNING.

Containing 1.074 acres, more or less.

PARCEL: 335
SECTION 26
TOWNSHIP 19 SOUTH RANGE 27 EAST



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 2 OF 3		DATE: 06/24/14	
								SCALE: 1" = 200'	
			ADD REMAINDER			CWW		11/14	
			PER COMMENTS			CWW		9/14	
REVISION			BY			DATE		DRAWN: JSG	
								SKETCH PREPARED BY DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 335

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 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 BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No. 4709336, DATED FEBRUARY 24, 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
EXIST. = EXISTING
FND. = FOUND
FPC = FLORIDA POWER CORPORATION
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.B. = LICENSED BUSINESS

M.B. = MAP BOOK
OR = OFFICIAL RECORDS BOOK
P. = PROPERTY LINE
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 2 OF 3 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
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED)

DRMP
PROJECT NO.
12-0150.000

SHEET 3 OF 3

DATE: 06/24/14

SCALE: 1" = 200'

ADD REMAINDER CWW 11/14

PER COMMENTS CWW 9/14

CHECKED: ALO

REVISION

BY

DATE

DRAWN: JSG

SKETCH PREPARED BY



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

Tab I



M E M O R A N D U M

TO: Central Florida Expressway Authority, CLIENT-MATTER NO.: 19125.0085
Right-of-Way Committee Members 19125.0093
19125.0147
19125.0151
19125.0172
19125.0173

CC: Linda Brehmer Lanosa, Esq., Deputy General Counsel
Kenneth Wright, Esq.
David Shontz, Esq.

FROM: Suzanne M. Driscoll, Esq., Right-of-Way Counsel 

DATE: June 16, 2017

RE: **State Road 429 Wekiva Parkway, Project 429-203:**
CFX v. Darrell D. Reid, et al. Case No.: 2014-CA-003698-O (Simmons P.168)
CFX v. John E. Humason, et al. Case No.: 2014-CA-003658-O (Watson P. 179)

State Road 429 Wekiva Parkway, Project 429-204:
CFX v. Henry J. Dubel, et al. Case No.: 2015-CA-001148-O (Amer. Fin. P. 251)
CFX v. Odia Dover, et al. Case No.: 2015-CA-002136-O (Brown P. 258)

State Road 429 Wekiva Parkway, Project 429-206:
CFX v. Alan L. Bridges, et al. Case No.: 2015-CA-001219 (Bridges P. 318)
CFX v. Curtis W. McNeil, et al. Case No.: 2015-CA-001237 (Yeomans P. 319)

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee to settle all the outstanding expert fees and costs incurred by the Respondents in the above referenced matters.

DESCRIPTION AND BACKGROUND

The above referenced Respondents accepted Offers of Judgment made by CFX during the third quarter of 2016. Following entry of Stipulated Final Judgments, Counsel for all the Respondents, Callan Law Firm, P.A., submitted to Counsel for CFX detailed statements of service for each of the Respondents' experts and also made the experts' files available for inspection by CFX. Following inspection and negotiations, the parties were able to reach resolution on all the experts' fees and costs subject to final approval by the CFX Right-of-Way Committee and Board. A copy of the Settlement Agreement as to Expert Fees and Costs is attached as Exhibit "A" to this Memorandum.

OUTSTANDING AND EXPERT COSTS

The following details the expert costs submitted for the six matters addressed herein:

- I. Simmons, P. 168.** Respondents submitted detailed invoices for:
 - a. Calhoun, Dreggors and Associates (appraiser) in the sum of \$6,662.00;
 - b. MEI Civil, LLC (engineer) in the sum of \$5,929.88;
 - c. Juris Corp. (imaging) in the sum of \$2,405.00;
 - d. Accuright (surveyor) in the sum of \$5,400.00.

- II. Watson, P. 179.** Respondents submitted detailed invoices for:
 - a. Calhoun, Dreggors and Associates (appraiser) in the sum of \$6,868.00;
 - b. MEI Civil, LLC (engineer) in the sum of \$8,027.25;
 - c. Juris Corp. (imaging) in the sum of \$1,387.50;
 - d. Lakmont Group (market analyst) in the sum of \$525.00;
 - e. VHB (land planner) in the sum of \$13,462.72;
 - f. DeRango (appraiser) in the sum of \$750.00;
 - e. Power Acoustics (noise consultant) in the sum of \$8,925.00.

III. American Finance, LLC, P. 251. Respondents submitted detailed invoices for:

- a. Calhoun, Dreggors and Associates (appraiser) in the sum of \$2,950.00;
- b. Lakmont Group (market analyst) in the sum of \$945.00.

IV. Brown, P. 258. Respondents submitted detailed invoices for:

- a. Calhoun, Dreggors and Associates (appraiser) in the sum of \$7,612.00;
- b. Lakmont Group (market analyst) in the sum of \$630.00;
- c. PSG Construction (contractor) in the sum of \$4,300.00.

V. Bridges, Parcel 318. Respondents submitted detailed invoices for:

- a. Calhoun, Dreggors and Associates (appraiser) in the sum of \$5,825.00;
- b. MEI Civil (engineer) in the sum of \$4,593.75;
- c. Florida R/E Analyst (appraiser) in the sum of \$2,070.00.

VI. Yeomans, P. 319. Respondents submitted detailed invoices for:

- a. Calhoun, Dreggors and Associates (appraiser) in the sum of \$3,837.00;
- b. MEI Civil (engineer) in the sum of \$3,937.50;
- c. VHB (land planner) in the sum of \$3,255.22;
- f. Florida R/E Analyst (appraiser) in the sum of \$2,115.00.

RECOMMENDATION

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts and prior settlements, I submit the following recommendations as to each of the experts for your consideration and approval:

Calhoun, Dreggors and Associates invoiced a combined total of \$33,754.00 for all six cases. It is recommended that the ROW Committee agree to pay the Respondents' appraiser a reasonable fee of \$30,500.00 for all six cases. This is primarily because Respondents' Counsel exercised oversight and reasonably managed the expert's time. This settlement results in an average of just over \$5,000.00 per parcel.

MEI Civil invoiced a combined total of \$22,488.38 for five of the cases in which it was retained. The invoice that comprised the largest percentage of the total was for Parcel 179 (Watson) in the amount of \$8,027.25. That matter was set for trial and continued just before trial due to health considerations of Respondents' Counsel. The expert on behalf of CFX, Lee Moree, P.E., invoiced approximately \$7,000.00 for his work on that same parcel. Additionally, a second invoice was submitted for Parcel 168 (Simmons) in the amount \$2,504.25 for work completed following the completion of construction adjacent to the remainder property which led to continual flooding on the property. MEI's findings were submitted to CFX and it is rectifying the issue. It is recommended that the ROW Committee agree to pay the Respondents' engineer a reasonable fee of \$18,885.00 for all five cases. This is primarily because Respondents' Counsel exercised oversight and reasonably managed the expert's time. This settlement results in an average of just under \$4,000.00 per parcel.

Juris Corp. invoiced a combined total of \$3,792.50 for two cases in which it was retained (Watson and Simmons). It is recommended that the ROW Committee agree to pay the Respondents' expert a reasonable fee of \$2,900.00 for the two cases. As previously mentioned, Parcel 179 (Watson) was on a trial docket and the parties were preparing for trial. This settlement results in an average of just under \$1,500.00 per parcel.

Accuright invoiced a total of \$5,400.00 for the one case (Simmons) that it was retained in. It is recommended that the ROW Committee agree to pay the Respondents' surveyor in full because \$5,400.00 represents a reasonable fee for the work performed. Additionally, Respondents produced proof that this expert cost was paid in full in 2015.

Lakmont Group invoiced a combined total of \$2,100.00 for the three cases it was retained in (Brown, Watson & American Finance, LLC). It is recommended that the ROW Committee agree to pay the Respondents' expert a reasonable fee of \$1,700.00 for

the three cases. This is primarily because Respondents' Counsel exercised oversight and reasonably managed the expert's time.

VHB invoiced a combined total of \$16,717.94 for the two cases it was retained in (Watson & Yeoman). It is recommended that the ROW Committee agree to pay the Respondents' expert a reasonable fee of \$15,300.00 for the two cases. The vast majority of the time invoiced by VHB is attributable to the Watson matter which was set for trial and continued just before trial due to health considerations of Respondents' Counsel. It is reasonable that VHB would invoice substantial time as the expert prepared for trial. The expert report prepared by VHB was produced to CFX in discovery.

DeRango invoiced a total of \$750.00 for the one case that it was retained in (Watson). It is recommended that the ROW Committee agree to pay the Respondent's surveyor in full because \$750.00 represents a reasonable fee for the work performed.

Power Acoustics invoiced a total of \$8,925.00 for the one case that it was retained in (Watson). It is recommended that the ROW Committee agree to pay the Respondent's expert a reasonable fee of \$8,000.00 for the Watson matter which as previously explained was set for trial. It is reasonable that the expert would invoice substantial time as the expert prepared for trial. The expert report prepared by Power Acoustics was produced to CFX in discovery.

PSG Construction invoiced a total of \$4,300.00 for the one case that it was retained in (Brown). It is recommended that the ROW Committee agree to pay the Respondent's expert a reasonable fee of \$4,100.00 for the work performed. The work product of PSG was produced and it appeared reasonable that the consultant would have spent approximately 20 hours completing the work described on the invoice.

Florida Real Estate Analysts, Inc. invoiced a combined total of \$4,185.00 for the two cases it was retained in (Bridges & Yeomans). It is recommended that the ROW Committee agree to pay Respondents' expert a reasonable fee of \$3,800.00 for the work performed. This is primarily because Respondents' Counsel exercised oversight and reasonably managed the expert's time. This settlement results in an average of just under \$1,500.00 per parcel.

This total settlement in the sum of \$91,335.00 represents an approximate 10% reduction in the total fees invoiced by the Respondents' experts for all six cases. In addition, it eliminates the additional attorneys' fees that CFX would be obligated to pay if these matters were to proceed to a cost hearing as Florida law requires the condemning agency pay Respondents' reasonable attorney's fees incurred in connection with post judgment cost proceedings.

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

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

Petitioner.

vs.

DARRELL D. REID, et al.,

JOHN E. HUMASON, et al.,

HENRY J. DUBEL, et al.,

ODIS DOVER, et al.,

CASE NO.: 2014-CA-003698-O

Parcel: No. 168 (Simmons)

CASE NO. 2014-CA-003658-O

Parcel 179 (Watson)

CASE NO. 2015-CA-00148-O

Parcel 251 (American Finance, LLC)

CASE NO. 2015-CA-002136-O

Parcel 258 (Brown)

Respondents

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA

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

Petitioner.

Vs.

ALAN L. BRIDGES, et al.,

CURTIS WAYNE McNEIL, et al.,

CASE NO. 2015-CA-001219

Parcel 318 (Bridges)

CASE NO. 2015-CA-001237

Parcel 319 (Yeomans)

Respondents.

SETTLEMENT AGREEMENT AS TO EXPERT FEES AND COSTS

Through informal discussion between counsel for the parties, the parties reached the following Settlement Agreement as to expert fees and costs for Parcels 168, 179, 251, 258, 318, and 319.

1. For reference purposes, the above-listed Respondents submitted the following invoices.

	Calhoun, Dreggors and Associates	MEI Civil	Lakemont Group	VHB	PSG Construction	Florida R/E Analyst	Juris Corp.	DeRango	Power Acoustics	Accuright	CLIENT TOTAL
Brown	\$7,612.00		\$6,100.00		\$4,300.00						\$12,542.00
Bridges	\$5,825.00	\$4,593.75				\$2,070.00					\$12,488.75
Watson	\$6,868.00	\$8,027.25	\$525.00	\$11,462.72			\$1,387.50	\$750.00	\$8,925.00		\$30,948.47
Yeomans	\$3,837.00	\$1,937.50		\$3,255.22		\$7,115.00					\$13,144.72
American Fin	\$2,050.00		\$945.00								\$3,000.00
Simmons	\$6,062.00	\$5,929.88					\$2,405.00			\$5,000.00	\$20,396.88
EXPERT TOTAL	\$33,754.00	\$22,488.38	\$2,100.00	\$16,717.94	\$4,300.00	\$4,185.00	\$1,792.50	\$750.00	\$8,925.00	\$5,000.00	\$108,412.82

2. Petitioner will pay to Callan Law Firm, P.A. the sum of NINETY-ONE THOUSAND THREE HUNDRED THIRTY FIVE AND NO/100 Dollars (\$91,335.00) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondents for Parcels 168, 179, 251, 258, 318, and 319, consisting of the sum of the following:

Expert	Amount	Orange County	Lake County
Calhoun, Dreggors and Associates	\$30,500	21,500	9,000
MEI Civil, LLC	18,885	10,885	8,000
Lakemont Group	1,700	1,700	0
Vanasse Hangen Brustlin, Inc. (VHB)	15,300	12,300	3,000
PSG Construction	4,100	4,100	0
Florida Real Estate Analysts, Inc.	3,800	0	3,800
Juris Corporation	2,900	2,900	0
DeRango, Best & Associates	750	750	0
Power Acoustics, Inc.	8,000	8000	0
Accuright Surveys of Orlando, Inc.	5,400	5400	0
Total	\$91,335	\$67,535	\$23,800

3. Because two of the cases, Bridges and Yeomans, are pending in Lake County while the other four (4) cases are pending in Orange County, the expert fees have been divided for processing purposes only into two separate payments by County.


4. 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 Order Awarding Expert Fees containing the terms and conditions of this Settlement Agreement within fifteen (15) 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.

7. This Agreement resolves all expert fees and expert costs incurred by Respondents for Parcels 168, 179, 251, 258, 318, and 319, at this time. Respondents shall make no further claims for expert fees or expert costs in connection with Parcels 179, 251, 258, 318, and 319. Respondents reserve the right to make further claims for expert fees and costs and attorneys fees and costs as to Parcel 168 in connection with the post-final judgment construction claim issue for Parcel 168.

This Settlement Agreement, executed by counsel for the parties on this 16th day of June, 2017, contains all the agreements of the parties.


Suzanne M. Driscoll, Esq.
Attorney for Petitioner
Central Florida Expressway Authority

 FLBA# 0118782
Thomas P. Callan, Esq.
Counsel for Respondents
Simmons, Watson, American Finance, LLC,
Brown, Bridges and Yeomans

Accordingly, we respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the total settlement of all the outstanding attorney's fees and expert costs in the referenced matters in the amount of \$91,335.00.

ATTACHMENTS

Exhibit "A" – Settlement Agreement as to Expert Fees and Costs

Exhibit "B" - Calhoun, Dreggors and Associates invoices

Exhibit "C" - MEI Civil invoices

Exhibit "D" - Juris Corp. invoices

Exhibit "E" - Accuright invoice

Exhibit "F" - Lakemont Group invoices

Exhibit "G" - VHB invoices

Exhibit "H" - DeRango invoice

Exhibit "I" - Power Acoustics invoice

Exhibit "J" - PSG Construction invoice

Exhibit "K" – Florida Real Estate Analysts, Inc. invoice

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

December 18, 2015

Thomas P. Callan, Esq.
c/o Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: Owner: Brown
Project: Wekiva Parkway
County: Orange

INVOICE

Conferences with owner's representative, review impacts of project, review CFX report, meeting with owners, inspect subject property, sales research/analysis, review/meet with owner's representative regarding results of our research.

Abrams Schmidt:	29.75 Hrs. x \$175/Hr. =	\$5,206
Dreggors:	8.75 Hrs. x \$275/Hr. =	<u>2,406</u>
Total		\$7,612

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

 ENTERED

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

OWNER	BROWN	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	N/A	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/13/15	REVIEW OF SUBJECT DATA FILE.	1.00
02/18/15	REVIEW OF CONDEMNOR APPRAISAL; ANALYSIS OF SALES.	3.25
02/23/15	RESEARCH/ANALYSIS OF LAND SALES.	3.00
02/24/15	PREPARE FOR SITE INSPECTIONS; RESEARCH/ANALYSIS OF LAND SALES.	3.50
02/25/15	PREPARE FOR AND ATTEND SITE INSPECTION OF THE SUBJECT PROPERTY.	2.25
02/26/15	ANALYSIS OF LAND SALES; WORK ON SALE EXHIBITS AND VERIFY SALES.	2.75
03/04/15	RESEARCH/ANALYSIS OF IMPROVED SALES; RUN CALCULATION AFTER EXTRACTING LAND VALUES.	5.00
04/02/15	MEETING WITH RICK TO REVIEW MARKET AREA FOR SALES RESEARCH; RESEARCH/ANALYSIS OF SALES.	4.00
04/07/15	ANALYSIS OF SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	3.00
04/10/15	ANALYSIS OF COMPENSATION.	<u>2.00</u>
	TOTAL HOURS	29.75

OWNER	BROWN	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	N/A	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/11/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW IMPACTS OF PROJECT ON VALUES; DISCUSS SCOPE OF OUR ASSIGNMENT.	1.00
02/23/15	REVIEW CFX REPORT; PREPARE FOR MEETING WITH OWNERS.	1.25
02/25/15	PREPARE FOR AND MEET WITH OWNERS; REVIEW DOCUMENTS WITH THEM; INSPECT SUBJECT PROPERTY.	2.25
04/02/15	ASSIST WITH SALES RESEARCH; MEETING WITH ASSOCIATE TO REVIEW.	2.75
04/07/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE AND ASSOCIATE REGARDING SALES RESEARCH AND ANALYSIS.	0.75
05/05/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW VALUATION ISSUES.	0.50
10/15/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW DEADLINES AND OUR REMAINING SCOPE OF WORK.	0.25
	TOTAL HOURS	8.75

X

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

December 1, 2016

Thomas P. Callan Esq.
c/o Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: Owner: Bridges
 Project: Wekiva Parkway
 Parcel No.: 318
 County: Lake

INVOICE

Inspect are of subject, review CFX report, conferences with owner's representative, research/analysis of sales, meeting with owner's representative, analysis of potential compensation.

Abrams Schmidt:	24.25 Hrs. x \$175/Hr. =	\$4,244
Dreggors:	5.75 Hrs. x \$275/Hr. = ✓	<u>1,581</u>
Total		\$5,825

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

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

 **ENTERED**

OWNER	BRIDGES	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	318	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
09/12/16	REVIEW OF CONDEMNOR'S APPRAISAL/SALES; ANALYSIS OF SUBJECT MATERIAL; MEETING WITH RICK TO REVIEW; ANALYSIS OF SURROUNDING PARCELS.	3.50
09/13/16	RESEARCH/ANALYSIS OF LAND SALES; RESEARCH IMPROVED SALES.	4.25
09/14/16	PREPARE FOR METING; MEETING WITH OWNER'S REPRESENTATIVE.	2.75
09/16/16	ADDITIONAL LAND SALES RESEARCH; ANALYSIS OF SALES.	3.00
09/27/16	ANALYSIS OF IMPROVED SALES.	2.50
09/30/16	SUMMARY ANALYSIS OF SALES.	3.50
10/05/16	UPDATED SUMMARY OF SURROUNDING PARCEL ACQUISITIONS.	2.00
10/26/16	ANALYSIS OF COMPENSATION; MEETING WITH RICK TO REVIEW; PREPARE SUMMARY OF DATA.	2.75
	TOTAL HOURS	24.25

OWNER	BRIDGES	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	318	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
02/02/16	INSPECT EXTERIOR OF SUBJECT AND AREA.	1.00
09/09/16	REVIEW CFX REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.50
09/12/16	MEETING WITH ASSOCIATE TO REVIEW SCOPE OF WORK; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
09/14/16	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW OUR PRELIMINARY ANALYSIS.	1.75
10/26/16	MEETING WITH ASSOCIATE TO REVIEW OUR ANALYSIS.	0.75
	TOTAL HOURS	5.75

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

December 1, 2016

Thomas P. Callan Esq.
c/o Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: Owner: Watson
Project: Wekiva Parkway
Parcel No.: 179
County: Orange

INVOICE

Inspect exterior of subject parcel, review subject material, meetings with owner's representative, review CFX appraisal, review valuation issues, analysis of sales, analysis of potential compensation.

Abrams Schmidt:	22.75 Hrs. x \$175/Hr. =	\$3,981
Dreggors:	10.50 Hrs. x \$275/Hr. ✓ =	<u>2,887</u>
Total		\$6,868

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

ENTERED

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

OWNER	WATSON	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	179	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/05/16	REVIEW OF CONDEMNOR APPRAISAL AND SALES; PULL SUBJECT DATA; PREPARE FOR MEETING; UPDATE OVERALL AERIAL OF CFX VALUES IN AREA OF THE SUBJECT; MEETING WITH RICK TO REVIEW.	5.00
02/08/16	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE.	1.75
03/17/16	RESEARCH/ANALYSIS OF SALES; ANALYSIS OF DAMAGES; PREPARE DIFFERENCES CHART.	6.75
03/18/16	ANALYSIS OF SALES; MEETING WITH RICK TO REVIEW; UPDATE EXHIBITS.	5.50
04/04/16	MEETING WITH RICK TO PREPARE FOR CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ATTEND CONFERENCE CALL.	1.50
09/16/16	UPDATE SUMMARY ANALYSIS; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	2.25
	TOTAL HOURS	22.75

OWNER	WATSON	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	179	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/02/16	INSPECT EXTERIOR OF SUBJECT PARCEL; REVIEW DOCUMENTS AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW THE ASSIGNMENT.	2.75
02/05/16	REVIEW CFX APPRAISAL; MEETING WITH ASSOCIATE TO REVIEW OUR SCOPE; PREPARE FOR MEETING WITH OWNER'S REPRESENTATIVE.	2.25
02/08/16	REVIEW VALUATION ISSUES; MEETING WITH OWNER'S REPRESENTATIVE; REVIEW OUR SCOPE OF WORK.	1.75
03/18/16	MEETING WITH ASSOCIATE TO REVIEW SALES DATA.	1.25
04/04/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
05/10/16	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE AND EXPERTS; REVIEW VALUATION ISSUES.	1.00
09/16/16	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION OF SUBJECT.	<u>0.75</u>
	TOTAL HOURS	10.50

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

November 10, 2016

Thomas P. Callan Esq.
c/o Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: Owner: Yeomans
Project: Wekiva Parkway
Parcel No.: 319
County: Lake

INVOICE

Review CFX reports, conferences with owner's representative, research/analysis of sales, analysis of damages, meeting with owner's representative.

Abrams Schmidt:	12.50 Hrs. x \$175/Hr. =	\$2,187
Dreggors:	6.00 Hrs. x \$275/Hr. =	<u>1,650</u>
Total		\$3,837

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

 ENTERED

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

OWNER	YEOMANS	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	319	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
09/12/16	REVIEW CONDEMNOR APPRAISAL; PULL SUBJECT DATA; MEETING WITH RICK; CREATE SUMMARY OF CFX SURROUNDING PARCEL INFORMATION.	4.00
09/13/16	PREPARE FOR MEETING; RESEARCH/ANALYSIS OF SALES; ANALYSIS OF DAMAGES.	3.50
09/14/16	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE.	3.25
10/26/16	ANALYSIS OF VALUES AND DAMAGES; MEETING WITH RICK; PREPARE SUMMARY OF DATA.	1.75
	TOTAL HOURS	12.50

OWNER	YEOMANS	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	319	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
09/09/16	REVIEW CFX REPORTS; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.75
09/12/16	MEETING WITH ASSOCIATE TO REVIEW OUT SCOPE OF WORK; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
09/14/16	PREPARE FOR AND MET WITH OWNER'S REPRESENTATIVE TO REVIEW OUR PRELIMINARY ANALYSIS.	2.00
10/26/16	REVIEW SALES AND POTENTIAL COMPENSATION FOR THE TAKING.	<u>1.50</u>
	TOTAL HOURS	6.00

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

October 31, 2016

Thomas P. Callan
c/o Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806

RE: Owner: Anderson
Project: Wekiva Parkway
Parcel No.: 251
County: Orange

INVOICE

Pro-rata share research time and sales analysis for single family homes, review/analyze sales.

Abrams:	11.75 Hrs. x \$175/Hr. =	\$2,056
Dreggors:	3.25 Hrs. x \$275/Hr. =	<u>894</u>
Total		\$2,950

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

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

 ENTERED

OWNER	ANDERSON	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	251	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/03/14	RESEARCH SALES.	4.50
10/10/14	RESEARCH/ANALYSIS OF SALES.	2.75
10/22/14	CONTINUE RESEARCH/ANALYSIS OF SALES.	4.25
10/15/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	<u>0.25</u>
	TOTAL HOURS	11.75

OWNER	ANDERSON	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	251	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/22/14	REVIEW SALES; ANALYSIS OF SALES AND COMPARE TO SUBJECT PARCEL.	<u>3.25</u>
	TOTAL HOURS	3.25

X

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

December 1, 2016

Thomas P. Callan Esq.
c/o Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: Owner: Simmons
Project: Wekiva Parkway
Parcel No.: N/A
County: Orange

INVOICE

Conferences with owner and owner's representative, prepare for and meet with owner at the site, inspect subject, review impacts of the taking, meeting with owner's representative.

Abrams Schmidt:	25.50 Hrs. x \$175/Hr. =	\$4,462
Dreggors:	8.00 Hrs. x \$275/Hr. =	<u>2,200</u>
Total		\$6,662

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

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

 ENTERED

OWNER	SIMMONS	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	N/A	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/22/14	CONFERENCE CALL WITH OWNER AND ATTORNEY; REVIEW OF FILE AND SUBJECT MATERIAL.	2.25
01/19/15	ANALYSIS OF CONDEMNOR APPRAISAL AND SALES.	2.25
01/20/15	ANALYSIS OF HALL'S SALES AND DAMAGES.	1.75
01/28/15	MEETING WITH RICK TO REVIEW HALL'S APPRAISAL ANALYSIS AND CONSTRUCTION PLANS.	1.00
08/24/16	RESEARCH/ANALYSIS OF LAND SALES.	4.25
08/26/16	RESEARCH/ANALYSIS OF IMPROVED SALES.	3.75
09/12/16	ANALYSIS OF SALES DATA.	3.00
09/13/16	RESEARCH/ANALYSIS OF SALES; PREPARE FOR MEETING WITH OWNER'S REPRESENTATIVE; MEETING WITH RICK TO DISCUSS DAMAGES AND COMPENSATION ANALYSIS; UPDATE OVERALL EXHIBITS OF CFX VALUES.	5.25
09/14/16	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE.	<u>2.00</u>
	TOTAL HOURS	25.50

OWNER	SIMMONS	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	N/A	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/22/14	PREPARE FOR AND CONFERENCE WITH OWNER AND OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES.	1.25
10/29/14	PREPARE FOR AND MEET WITH OWNER AT THE SITE; INSPECT SUBJECT; REVIEW IMPACTS OF THE TAKING.	1.75
01/28/15	MEETING WITH ASSOCIATE TO REVIEW CFX APPRAISAL OF THE SUBJECT.	1.00
09/13/16	MEETING WITH ASSOCIATE TO REVIEW OUT ANALYSIS.	1.25
09/14/16	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW OUR PRELIMINARY ANALYSIS.	1.50
09/16/16	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION OF SUBJECT.	0.50
11/28/16	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW VALUATION AND OFFER FROM CFX.	0.75
	TOTAL HOURS	8.00

please make checks payable to:

m e i civil, LLC

964 Lake Baldwin Lane., Suite 200

Orlando, FL 32814

407-893-6894

fax 407-893-6851

www.meicivil.com

bill to:

Thomas P. Callan, Esquire

Callan Law Firm, P.A.

921 Bradshaw Terrace

Orlando, Florida 32806

Invoice Date: 2/7/2017

Invoice Number: 193027H-1

Invoice Amount Due: **\$4,593.75**

JOB: SR 429, Wekiva Parkway, Parcel 318

Bridges

Engineering Analysis

Description	Hours	Rate	Fee	Total
Senior Designer (JRR)	35.0	\$125.00	\$4,375.00	\$4,375.00
			Subtotal	\$4,375.00
			Expenses (5%)	\$218.75
			Total Fee Due	\$4,593.75

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for John R. Russell

193027H

Job Name *Bridges P318 SR 429*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
10/12/2016	2.0		Existing Conditions & Boundary
10/12/2016	1.5		DownLoad Appraisal & Roadway Plans and Print
10/13/2016	1.5		USGS, Site Aerial, FEMA & Location Map Exhibits
10/14/2016	3.0		Area Of Take Exhibit
10/14/2016	0.5		Research & Download Digital Aerials
10/14/2016	1.5		Proposed Right of Way & Roadway BaseLines
10/17/2016	3.0		Draft Proposed RoadWay Plans - Ponds & Drainage
10/17/2016	3.5		Draft Proposed RoadWay Plans - Road & Bridge SR 46
10/17/2016	2.0		Before Conditions Exhibit
10/18/2016	2.5		Draft Proposed RoadWay Plans - Ponds & Drainage
10/18/2016	3.0		Draft Proposed RoadWay Plans - Road & Bridge SR 46
10/19/2016	3.5		Draft Proposed RoadWay Plans - RoadWay Shading SR 46
10/20/2016	4.0		UnCured Remainder
10/21/2016	2.0		Update & Plot Final Exhibits
10/21/2016	1.5		SetUp & Print Exhibits
<i>Total Hours:</i>		35.0	



bill to:

Thomas P. Callan, Esquire
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806

Invoice Date: 6/29/2016
Invoice Number: 193026H-1
Invoice Amount Due: **\$8,027.25**

JOB: SR 429-203, Parcel 179
Watson
Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal(DLM)	14.5	\$250.00	\$3,625.00	\$3,625.00
Senior Designer (JRR)	33.5	\$120.00	\$4,020.00	\$4,020.00
Subtotal				\$7,645.00
Expenses (5%)				\$382.25
Total Fee Due				\$8,027.25

ENTERED

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for Daniel L. Morris, P.E.

193026h

Job Name SR429-203, P179, Watson

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
2/22/2016	4.0		review CFX appraisal reports
5/4/2016	4.0		coordinate exhibit preparation
5/13/2016	1.5		coordinate exhibit preparation
5/16/2016	5.0		review 429 construction plans, preliminary analysis of impacts
<i>Total Hours:</i>		14.5	

Work Descriptions for John R. Russell

193026H

Job Name *Watson P179 SR. 429*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
5/2/2016	2.0		Existing Conditions & Boundary
5/2/2016	1.5		DownLoad Appraisal & Roadway Plans and Print
5/2/2016	1.5		USGS, Site Aerial, FEMA & Location Map Exhibits
5/3/2016	3.0		Area Of Take Exhibit
5/3/2016	0.5		Research & Download Digital Aerials
5/3/2016	1.5		Proposed Right of Way & Roadway BaseLines
5/4/2016	3.0		Draft Proposed RoadWay Plans - Ponds & Drainage
5/4/2016	3.5		Draft Proposed RoadWay Plans - Road & Bridge
5/4/2016	2.0		Before Conditions Exhibit
5/5/2016	2.5		Draft Proposed RoadWay Plans - Ponds & Drainage
5/5/2016	2.0		Draft Proposed RoadWay Plans - Road & Bridge
5/6/2016	3.0		Draft Proposed RoadWay Plans - RoadWay Shading
5/10/2016	4.0		UnCured Remainder
5/11/2016	1.5		SetUp & Print Exhibits
5/13/2016	2.0		Update & Plot Final Exhibits
<i>Total Hours:</i>		<i>33.5</i>	

please make checks payable to:

m e i civil, LLC

964 Lake Baldwin Lane., Suite 200

Orlando, FL 32814

407-893-6894

fax 407-893-6851

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bill to:

Thomas P. Callan, Esquire

Callan Law Firm, P.A.

921 Bradshaw Terrace

Orlando, Florida 32806

Invoice Date: 2/7/2017

Invoice Number: 193028H-1

Invoice Amount Due: **\$3,937.50**

JOB: SR 429, Wekiva Parkway, Parcel 319

Yeomans

Engineering Analysis

Description	Hours	Rate	Fee	Total
Senior Designer (JRR)	30.0	\$125.00	\$3,750.00	\$3,750.00
			Subtotal	\$3,750.00
			Expenses (5%)	\$187.50
			Total Fee Due	\$3,937.50

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for John R. Russell

193028H

Job Name *Yeomans P319 SR 429*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
10/12/2016	2.0		Existing Conditions & Boundary
10/12/2016	1.5		DownLoad Appraisal & Roadway Plans and Print
10/13/2016	1.5		USGS, Site Aerial, FEMA & Location Map Exhibits
10/14/2016	3.0		Area Of Take Exhibit
10/14/2016	0.5		Research & Download Digital Aerials
10/14/2016	1.5		Proposed Right of Way & Roadway BaseLines
10/17/2016	3.0		Draft Proposed RoadWay Plans - Ponds & Drainage
10/17/2016	2.0		Draft Proposed RoadWay Plans - Road & Bridge
10/17/2016	2.0		Before Conditions Exhibit
10/18/2016	2.5		Draft Proposed RoadWay Plans - Ponds & Drainage
10/18/2016	1.0		Draft Proposed RoadWay Plans - Road & Bridge
10/19/2016	2.0		Draft Proposed RoadWay Plans - RoadWay Shading
10/20/2016	4.0		UnCured Remainder
10/21/2016	2.0		Update & Plot Final Exhibits
10/21/2016	1.5		SetUp & Print Exhibits
<i>Total Hours:</i>		30.0	

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fax 407-893-6851

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bill to:

Thomas P. Callan, Esquire

Callan Law Firm, P.A.

921 Bradshaw Terrace

Orlando, Florida 32806

Invoice Date: 2/7/2017

Invoice Number: 193009H-1

Invoice Amount Due: **\$3,425.63**

JOB: SR 429, Wekiva Parkway, Parcel 168

Simmons

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal(DLM)	3.0	\$265.00	\$795.00	\$795.00
Senior Project Manager (KSH)	5.5	\$210.00	\$1,155.00	\$1,155.00
Senior Designer (JRR)	10.5	\$125.00	\$1,312.50	\$1,312.50
Subtotal				\$3,262.50
Expenses (5%)				\$163.13
Total Fee Due				\$3,425.63

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for Daniel L. Morris, P.E.

193009H

Job Name SR 429, P168, Simmons

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
4/29/2014	3.0		Prepare for and make site visit with owners and attorney
<i>Total Hours:</i>		3.0	

Work Descriptions for Kevin S. Hebert, PE

193009H

Job Name SR 429,P168, Phillip Simmons

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
10/15/2015	2.0	Intro, map and exhibits prep
10/16/2015	1.5	Maps and exhibits, analysis
10/19/2015	1.0	Maps and exhibits, analysis cont.
11/10/2015	0.5	Analysis
11/11/2015	0.5	Analysis
<i>Total Hours:</i>		5.5

Work Descriptions for John R. Russell

193009H

Job Name *Simmons P168 SR 429*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
5/7/2015	1.5		Proposed Right of Way & Roadway BaseLines
5/7/2015	0.5		Research & Download Digital Aerials
5/8/2015	1.5		Draft Proposed RoadWay Plans - Road & Bridge
5/8/2015	1.5		Draft Proposed RoadWay Plans - Ponds & Drainage
5/9/2015	1.0		Draft Proposed RoadWay Plans - RoadWay Shading
5/9/2015	2.5		Draft Proposed RoadWay Plans - Ponds & Drainage
5/9/2015	2.0		Draft Proposed RoadWay Plans - Road & Bridge
<i>Total Hours:</i>		<i>10.5</i>	

please make checks payable to:

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964 Lake Baldwin Lane., Suite 200

Orlando, FL 32814

407-893-6894

fax 407-893-6851

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bill to:

Thomas P. Callan, Esquire

Callan Law Firm, P.A.

921 Bradshaw Terrace

Orlando, Florida 32806

Invoice Date: 5/31/2017

Invoice Number: 193009C-1

Invoice Amount Due: **\$2,504.25**

JOB: SR 429, Wekiva Parkway, Parcel 168

Simmons

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal(DLM)	9.0	\$265.00	\$2,385.00	\$2,385.00
			Subtotal	\$2,385.00
			Expenses (5%)	\$119.25
			Total Fee Due	\$2,504.25

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for Daniel L. Morris, P.E.

193009H

Job Name *SR 429, P168, Simmons*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
4/7/2017	3.5		prepare and make site visit and meeting with property owner.
4/10/2017	5.5		summary of existing drainage along SR 429 and property, analysis of potential cure
<i>Total Hours:</i>	<i>9.0</i>		



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9781
Invoice Date: 6/28/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: CFX v. Patrick Watson Attn: Mr. Tom Callan, Esq. and Katherine Ewing			
For photo/video session, editing and stablilization of video and output of digital file for client - R. Scott	7.5	185.00	1,387.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,387.50
Payments/Credits	\$0.00
Balance Due	\$1,387.50

ENTERED



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

JM

Invoice #: 9715
Invoice Date: 1/29/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
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Case: Simmons

For development of 3D elevated roadway and bridge models for future visualization of roadway from viewpoint of property.

Computer graphics/3D modeling	7	185.00	1,295.00
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Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,295.00
Payments/Credits	\$0.00
Balance Due	\$1,295.00

 ENTERED



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9723
Invoice Date: 3/10/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Dly	Rate	Amount
Case: Simmons Attn: Melanie Richmond For exterior photographs and aerial drone videos of the above property on 03/05/15, including portal to portal, download and editing. Robert Scott	4	185.00	740.00

Please make checks payable to: Juris Corporation,

Invoices are due and payable when rendered. Invoices
not paid within 30 days of the invoice date are past due
and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$740.00
Payments/Credits	\$0.00
Balance Due	\$740.00

ENTERED



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9702
Invoice Date: 9/19/2014

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Simmons Property Attn: Ms. Melanie Richmond			
R. Scott - For photo/video shoot on Sept. 18, 2014, including travel time, on-site photo and video, studio editing and video stabilization.	2	185.00	370.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices
not paid within 30 days of the invoice date are past due
and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$370.00
Payments/Credits	\$0.00
Balance Due	\$370.00

 ENTERED



Accuright Surveys of Orlando, Inc.

2012 E. Robinson Street, Orlando, Florida 32803
Tel. (407) 894-6314, Fax. (407) 897-3777

SURVEY CONTRACT

Stephanie Tate
Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806
Tel: (407) 426-9141

Fax: (407) 426-1548

09-Oct-14

Job No: 40915

Subject: Survey proposal for 3145 Phils Lane, Apopka

Dear: Stephanie Tate

Thank you for allowing us to submit this proposal for the following land survey services.

Subject Property

Lot: R/W Taking Parcel 168

Subdivision: SEC 36 TOWN 20, Rng 27

Plat Book:

Page(s):

County: ORANGE

Scope of work

Cost

boundary, Topographic and Tree Survey including tree line height on east

\$5,400.00

Produce boundary survey drawing

PRODUCE BOUNDARY AND TOPO DRAWING

PRODUCE BOUNDARY AND TOPO DRAWING SHOWING EFFECT OF R/W TAK

Total: \$5,400.00

1. Before & After
2. Callan Law Firm supply the Order of taking

TIME FRAME: 3-4 weeks

Payment Due upon receipt of survey.

We trust this proposal meets with your approval. Please sign, date and return this proposal so we proceed with your project.

Approved by:

Thomas P. Callan
Print Name

Title

Date

10/13/14

Approved by:

FRANK A. RAYMOND
PRESIDENT
ACCURIGHT SURVEYS

09-Oct-14

paid 1-6-15 chlc 9156
attached

ENTERED

DATE : Jan/ 6/2015
CHE # : 9156 INVOICE PAYMENT INVOICE PAYMENT
AMOUNT : \$10,200.00 41003 : 1200.00 40962 : 3600.00
ACCOUNT: 2 40915 : 5400.00
PAID TO: Accuright Surveys of Orlando, Inc.
2012 E. Robinson Street
Orlando
FL
32803

Invoices 41003, 40915, 40962

CLIENT: Simmon - Simmons, Phillip and Patricia
MATTER: simmons-1066
VENDOR NAME: Accuright Surveys of Orlando, Inc.
VENDOR ACCT:

9156

Ten Thousand Two Hundred ***** 00/100

Jan/ 6/2015 \$10,200.00
Accuright Surveys of Orlando, Inc.
2012 E. Robinson Street
Orlando, FL 32803

Invoices 41003, 40915, 40962

DATE : Jan/ 6/2015
CHE # : 9156
AMOUNT : \$10,200.00
ACCOUNT: 2 VENDOR ACCT:
PAID TO: Accuright Surveys of Orlando, Inc.
Invoices 41003, 40915, 40962
VENDOR NAME: Accuright Surveys of Orlando, Inc.

INVOICE	PAYMENT	INVOICE	PAYMENT
41003	: 1200.00	40962	: 3600.00
40915	: 5400.00		

ALLOCATIONS: Matter or <G/L Account>
Copely-862 : 1200.00 Hatcher-890 : 3600.00 simmons-1066: 5400.00

Lakemont Group

Billable to Lakemont #65881

INVOICE

Invoice Number 1
Period Covered –
12/1/13 to 12/17/15

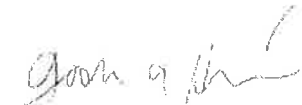
December 18, 2015

To:

Thomas Callan
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
Attn: Accounts Payable

DATES	DESCRIPTION	HOURS	RATE	AMOUNT
Various	<u>Client: Robert P. and Lois C. Brown</u> <u>Matter: Parcel 258 – Section 429-204</u> <u>Case No: 2015-CA-002136-O</u> Meetings and calls with attorneys to advise on real estate and economic market conditions and forces related to valuation of real estate subject to taking.	1.8	\$350.00	\$ 630.00
	SUB TOTAL:			\$ 630.00
Expenses	None			\$ 0.00
	TOTAL DUE:			\$ 630.00

Thank you very much for the opportunity to serve.



Joshua A. Harris, Ph. D., CRE, CAIA
Managing Partner
Lakemont Group

Payment Instruction via Check:

LAKEMONT GROUP
2037 SHAW LN
ORLANDO, FL 32814

Lakemont Group

2037 Shaw Ln, Orlando, FL 32814

INVOICE

Invoice Number 1

Period Covered --

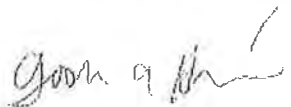
1/1/14 to 6/24/16

June 24, 2016

To: Thomas Callan
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
Attn: Accounts Payable

DATES	DESCRIPTION	HOURS	RATE	AMOUNT
12/4/15 5/10/16 Various	<u>Client: Patrick E and Teresa G Watson</u> <u>Matter: Parcel 179 - Section 429-203</u> <u>Case No: 2014-CA-003658-O</u> Meetings and calls with attorneys to advise on real estate and economic market conditions and forces related to valuation of real estate subject to taking. Review of CFX Appraisal (Dated 10/16/13).	1.5	\$350.00	\$ 525.00
	SUB TOTAL:			\$ 525.00
Expenses	None			\$ 0.00
	TOTAL DUE:			\$ 525.00

Thank you very much for the opportunity to serve.


Joshua A. Harris, Ph. D., CRE, CAIA
Managing Partner
Lakemont Group

Payment Instruction via Check:

LAKEMONT GROUP
2037 SHAW LN
ORLANDO, FL 32814



X

Lakemont Group

1749 Prospect Ave, Orlando, FL 32814

INVOICE

Invoice Number 1
 Period Covered –
 12/1/13 to 3/16/15

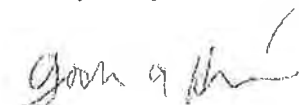
April 1, 2015

To:

Thomas Callan
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, Florida 32806
 Attn: Accounts Payable

DATES	DESCRIPTION	HOURS	RATE	AMOUNT
Various	Client: American Finance LLC Matter: Parcel 251 – Section 429-204 Case No: 2015-CA-001148-O Meetings and calls with attorneys to advise on real estate and economic market conditions and forces related to valuation of real estate subject to taking.	2.7	\$350.00	\$ 945.00
	SUB TOTAL:			\$ 945.00
Expenses	None			\$ 0.00
	TOTAL DUE:			\$ 945.00

Thank you very much for the opportunity to serve.



Joshua A. Harris, Ph. D., CAIA
 Managing Partner
 Lakemont Group

Payment Instruction via Check:

LAKEMONT GROUP
 1749 PROSPECT AVE
 ORLANDO, FL 32814

ENTERED
 KAE
 12-7-10



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Mr. Thomas P. Callan
Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Invoice No: <Draft>
June 28, 2016
VHB Project No: 62475.00

Invoice Total \$13,462.72

Professional Planning Services for Watson property

Professional Services Thru June 18, 2016

Professional Personnel

	Hours	Rate	Amount
Principal 1	16.50	250.00	4,125.00
Technical/Professional 07	9.00	125.00	1,125.00
Technical/Professional 06	6.50	125.00	812.50
Technical/Professional 05	58.00	125.00	7,250.00
Technical/Support 5	1.00	95.00	95.00
Totals	91.00		13,407.50
Total Labor			13,407.50

Reimbursable Expenses

Printing	55.22
Total Reimbursables	55.22

Total this Invoice \$13,462.72

Billings to Date

	Current	Prior	Total
Labor	13,407.50	0.00	13,407.50
Expense	55.22	0.00	55.22
Totals	13,462.72	0.00	13,462.72

ENTERED

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61841.00

Period: 201306

Date	Location	Job Type	User	Total
5/24/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0.77
			Total	\$0.77

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61841.00

Period: 201307

Date	Location	Job Type	User	Total
6/18/2013	Orlando FL	OSS COLOR PRINTING	GZHANG	\$6.42
6/26/2013	Orlando FL	OSS COLOR PRINTING	GZHANG	\$5.35
6/21/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0.26
6/26/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0.52
			Total	\$12.55

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61841.00

Period: 201308

Date	Location	Job Type	User	Total
7/1/2013	Orlando FL	OSS COLOR PRINTING	GZHANG	\$2.14
7/12/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0.26
7/16/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0.38
7/26/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0.90
			Total	\$3.68

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61841.00

Period: 201309

Date	Location	Job Type	User	Total
8/12/2013	Orlando FL	OSS COLOR PRINTING	GZHANG	\$5.33
8/5/2013	Orlando FL	OSS LASER PRINTING	CPUGH	\$0.13
			Total	\$5.46



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

Project Number: 61841.00

Period: 201401

Date	Location	Job Type	User	Total
1/9/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	\$27.73
			Total	\$27.73



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 06/18/2016
Project No.: 62475.00
Project Title: Planning Services for Watson

HALL

05/13/13	1.0 hr.	Meeting with Zhang
05/14/13	0.5 hr.	Reviewed appraisal
05/24/13	0.5 hr.	Tele conference
06/11/13	1.0 hr.	Reviewed maps
07/26/13	0.5 hr.	Online mtg
07/30/13	0.5 hr.	Mtg. with Pugh
08/09/13	1.0 hr.	Client mtg.
08/13/13	1.0 hr.	Client mtg.
08/15/13	1.0 hr.	Staff mtg.
12/09/13	0.5 hr.	Client mtg.
12/19/13	0.5 hr.	Tele conference
12/26/13	0.5 hr.	Review of FLU
01/09/14	1.0 hr.	Team mtg.
01/17/14	1.0 hr.	Mtg. with Hughes
01/21/14	1.0 hr.	Team mtg
02/03/16	1.0 hr.	Review with Shannon
02/08/16	1.0 hr.	Mtg at Callan Law
05/10/16	1.0 hr.	Mtg at Callan Law
05/11/16	0.5 hr.	Review NW Study area
06/01/16	0.5 hr.	Reviewed DPA
06/02/16	0.5 hr.	Tele conference
06/16/16	0.5 hr.	Client mtg

HUGHES

01/08/14	1.0 hr.	Review and edit draft DPA report
01/09/14	2.5 hrs.	Participate in conference call; begin reviewing City of Apopka access, lot split and platting requirements



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Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 06/18/2016
Project No.: 62475.00
Project Title: Planning Services for Watson

JACKOWSKI

05/11/13	0.5 hr.	Open new proposal/oppt. for Callan Law/Watson and prepare agreement; scan, file and forward pdf to Tom Callan.
05/25/13	0.5 hr.	Scan, file and upload Executed agreement/client auth. for Callan Law/Patrick & Teresa Watson and set up in BT.
02/13/16	1.0 hr.	File and Upload Executed Master Agreement and Client Authorization Email for Watson Case and set up job in BT.

PUGH

07/30/13	1.0 hr.	Mtg. with Hall
08/12/13	1.0 hr.	Review of survey

SHANNON

02/03/16	0.5 hr.	Set up project; reviewed appraisals sent from Callan
02/05/16	0.5 hr.	GIS Map series
02/08/16	2.5 hrs.	Start on GIS map series/meeting at Callan's office
02/11/16	1.5 hrs.	GIS map series revisions
05/10/16	4.5 hrs.	Meeting at Callan Law; creation of GIS Map series; review of northwest study area plan

WANG

06/03/16	6.0 hrs.	Created maps; submitted infrastructure information request to City of Apopka.
06/04/16	3.0 hrs.	Created maps.

ZHANG

05/13/13	3.0 hrs.	Due diligence meeting and preparation
05/20/13	1.0 hr.	Due diligence report
05/21/13	3.0 hrs.	Due diligence report
05/24/13	7.0 hrs.	Due diligence report
05/30/13	0.5 hr.	Coordinated with Lauren on map and report



101 Walnut Street
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Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 06/18/2016
Project No.: 62475.00
Project Title: Planning Services for Watson

06/18/13	2.0 hrs.	Revised analytical maps
06/19/13	1.5 hrs.	Continued report writing
06/26/13	4.0 hrs.	Researched city of Apopka comprehensive plan and zoning codes
06/24/13	1.0 hr.	Report writing
06/28/13	2.0 hrs.	Online meeting Researching and report writing
07/01/13	2.0 hrs.	Traffic capacity analysis Revised maps
07/12/13	2.0 hrs.	Report writing
07/15/13	1.0 hr.	Report writing
07/16/13	3.0 hrs.	Report writing
07/18/13	3.0 hrs.	Report writing
07/19/13	5.0 hrs.	Report writing
07/26/13	1.0 hr.	Online meeting and preparation
08/12/13	2.0 hrs.	Revised 5 exhibits with taking
08/13/13	2.5 hrs.	Researched Wekiwa Pkway alignment Report writing
08/15/13	2.0 hrs.	Report writing



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Mr. Thomas P. Callan
Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Invoice No: <Draft>
November 1, 2016
VHB Project No: 62351.00

Invoice Total \$3,255.22

Professional Planning Services for Yeoman property

Professional Services Thru October 22, 2016

Professional Personnel

	Hours	Rate	Amount
Principal 1	3.00	250.00	750.00
Technical/Professional 06	.50	125.00	62.50
Technical/Professional 05	19.00	125.00	2,375.00
Totals	22.50		3,187.50
Total Labor			3,187.50

Reimbursable Expenses

Printing	67.72
Total Reimbursables	67.72

Total this Invoice \$3,255.22

Billings to Date

	Current	Prior	Total
Labor	3,187.50	0.00	3,187.50
Expense	67.72	0.00	67.72
Totals	3,255.22	0.00	3,255.22

ENTERED



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

Project Number: 62351.00

Period: 201510

Date	Location	Job Type	User	Total
8/26/2015	Orlando FL	B/W Laser Printing	kallieshannon	\$5.89
8/31/2015	Orlando FL	B/W Laser Printing	kallieshannon	\$0.77
9/3/2015	Orlando FL	B/W Laser Printing	kallieshannon	\$2.69
8/26/2015	Orlando FL	Sm Fmt Color Printing	kallieshannon	\$17.05
8/31/2015	Orlando FL	Sm Fmt Color Printing	kallieshannon	\$7.46
9/3/2015	Orlando FL	Sm Fmt Color Printing	kallieshannon	\$24.50
9/8/2015	Orlando FL	Sm Fmt Color Printing	kallieshannon	\$3.20
		Total		\$61.56



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 10/22/2016
Project No.: 62351.00
Project Title: Planning Services for Yeoman Property

HALL

07/23/2015	1.0 Hr.	Set up of contract; convo with Callan
08/25/2015	1.0 Hr.	Contact County
09/01/2016	1.0 Hr.	Review and edits to memo

JACKOWSKI

07/22/2015	0.5 Hr.	File and upload Master Agreement for Callan Law Firms and Client Authorization for Yeoman property and setup in BT.
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SHANNON

07/21/2015	1.5 Hrs.	Researched Lake County LDC/FLU/and provisions for nonconforming uses after a taking for the Yeoman property – contacted the County's Planning and Zoning Department and Pat Burdett with Modern Movers.
07/23/2015	8.0 Hrs.	Created series of GIS maps for the DPA, including FLU, Zoning, and Environmental conditions, cited LDC on PDs in the report, and read through existing due diligence report provided by Kimley Horn. Also coordinated with Patsy to get a sketch of the taking by FDOT and other exhibits.
08/24/2015	4.0 Hrs.	Created GIS map series; researched FLU policies; zoning requirements; coordinated with Callan's office to offer exclusionary clause as cited in Lake County LDC.
08/25/2015	0.5 Hr.	Conversation with Tim with the County; email sent to Callan about need for size of future home.
08/26/2015	3.5 Hrs.	Revisions to GIS maps series for purpose of inclusion in memo, spoke with Tim at the County, started memo with inclusion of property appraiser info, FLS policies, etc. Also found sketch of the taking for inclusion in report.
09/03/2016	1.5 Hrs.	Finalized memo after receiving email from Tim McClendon from Lake County.

DeRANGO, BEST & ASSOCIATES

PROFESSIONAL REAL ESTATE APPRAISERS, ADVISORS & CONSULTANTS
1601 EAST AMELIA STREET, ORLANDO, FLORIDA 32803

INVOICE

June 28, 2016

Federal Tax ID #59-3541451

Mr. Thomas Callan
Thomas P. Callan, PA
921 Bradshaw Terrace
Orlando, Florida 32806

DB&A File No. 13-224

For Professional Services Rendered Concerning:

Real Estate appraisal services concerning Parcel 179 of the Central Florida Expressway Authority SR 429 Wekiva Parkway Extension Project Patrick & Teresa Watson located at 3468 & 3480 Plymouth Sorrento Road, Apopka, Orange County, Florida.

Gross Fees to Date: \$750.00

Payable to:

DeRango, Best & Associates
1601 East Amelia Street
Orlando, Florida 32803

 **ENTERED**

Thank you for the opportunity to be of service

(407) 895-6650

• FAX (407) 898-8467

• MAIL@DERANGOBEST.COM



Power Acoustics, Inc.

12472 Lake Underhill Rd #302
Orlando, FL 32828

Invoice

DATE	INVOICE #
6/30/2016	16-06265

BILL TO	CUSTOMER CONTACT / SHIPPED TO
Thomas P. Callan, P.A. Accounts Payable 921 Bradshaw Terrace Orlando, FL 32806	Thomas P. Callan, P.A. Attention: Mr. Tom Callan 921 Bradshaw Terrace Orlando, FL 32806

P.O. NO.	TERMS	JOB
	Per Agreement	Watson / CFX

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant Hourly Rate See attached breakdown.	42.5	210.00	8,925.00
Total, US Dollars			\$8,925.00

Power Acoustics, Inc
Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.

ENTERED

Principal Consultant: Dave Parzych, INCE.Bd.Cert
Job: Watson vs Expressway Authority eminent domain
Client: Tom Callan

Date	Time	Rate	Work Accomplished
1/9/2014	2	210	420 Meeting with Callan
1/10/2014	4	210	840 Review aerial and Wekiva FDOT noise report
1/13/2014	4.5	210	945 Setup monitors
1/14/2014	2	210	420 Retrieve instrumentation, check out equipment.
1/14/2014	2	210	420 Download data, pictures, document data conditions
7/2/2014	4	210	840 Review and scale road drawings for TNM model
7/3/2014	6	210	1260 Complete model and begin report
7/6/2014	8	210	1680 figures report
7/7/2014	8	210	1680 draft report
7/10/2014	2	210	420 finalize report
SUBTOTAL	42.5		Hours Worked
		\$8,925.00	



INVOICE

INVOICE DATE	PROJECT NAME	INVOICE NUMBER
12/15/15	Brown	Brown01

SOLD TO:	PROJECT LOCATION:
Callan Law Firm 921 Bradshaw Terrace Orlando, FL 32806	

DESCRIPTION OF WORK COMPLETE THIS INVOICE			AMOUNT
2/27/15	Call from Tom Callan	.25	
3/2/15	Email from Stephane/set up file	.50	
3/2/15	Email from Scott/ return Email	.25	
3/3/15	Emails from Scott	.25	
3/9/15	Call to brown	.25	
3/10/15	Site visit	2	
3/19/15	Upload pictures	.25	
4/1/15	Meeting with Tom	.5	
4/3/15	Estimate	1.5	
4/7/15	Estimate	1.25	
4/14/15	Estimate	2.50	
4/15/15	Estimate/call to tom	1.25	
4/21/15	Estimate	3.25	
4/22/15	Estimate	3.0	
4/24/15	Estimate	4.5	
	Total	21.5	\$200.00
TOTAL AMOUNT DUE THIS INVOICE			\$4,300.00

PSG CONSTRUCTION 09/26/96 PC-04

PLEASE MAKE PAYMENT TO:
PSG CONSTRUCTION
THANK YOU

P. O. Box 3386 • Winter Park, Florida 32790 • Telephone (407) 628-9660



December 7, 2016

Mr. Tom Callan
Attorney at Law
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: Project : Wekiva Parkway
County : Lake
Parcel : 318
Owner : Alan & Karen Bridges

INVOICE

Inspection of subject property and surrounding neighborhood. Research for and analysis of data.
Review condemning authority appraisal, maps, and plans. Highest and best use and analysis.
Research for sales data and analysis of damages due to the acquisition.

Pendergast: 11.50 Hrs @ \$180.00/Hr = \$2,070
Total Invoice Amount **\$2,070**

Thank you,

Gary M. Pendergast, MAI, President



SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 318
Project: Wekiva Parkway
Owner: Bridges

<u>Date</u>	<u>Procedure</u>	<u>Time</u>
12/09/15	Research and consultation with owner's attorney. Review of data provided by owner's attorney. Review maps and plans, assessor data, and aerials.	1.00
12/10/15	Review condemning authority appraisal report and data. Verification of data. Analysis of maps, plans, and sales data. Analysis of appraisal data. Highest and best use research and analysis. Research and analysis of GIS data, MLS data, public records and other sources. Review before and after plans, offers, and condemnor appraisals provided by owner's attorney. Research and analysis of the history of the Wekiva Parkway, blight issues, and market data.	4.00
12/11/15	Analysis and inspection of data.	2.50
12/14/15	Research and analysis of highest and best use issues, history of the Wekiva Parkway, blight issues, and market data. Research and analysis of appraisal data.	1.75
12/15/15	Research MLS for improved sales data. Research into sales used by the Condemnor appraiser. Analysis of damages.	<u>2.25</u>
	Total	11.50



FLORIDA REAL ESTATE ANALYSTS, INC.

Appraisal & Consultation

December 7, 2016

Mr. Tom Callan
Attorney at Law
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: Project : Wekiva Parkway
County : Lake
Parcel : 319
Owner : Judy Yeomans

INVOICE

Inspection of subject property and surrounding neighborhood. Research for and analysis of data.
Review condemning authority appraisal, maps, and plans. Highest and best use and analysis.
Research for sales data and analysis of damages due to the acquisition.

Pendergast: 11.75 Hrs @ \$180.00/Hr = \$2,115

Total Invoice Amount **\$2,115**

Thank you,

Gary M. Pendergast, MAI, President

ENTERED

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 319
Project: Wekiva Parkway
Owner: Judy Yeomans

<u>Date</u>	<u>Procedure</u>	<u>Time</u>
07/22/15	Research and consultation with owner's attorney. Review of data provided by owner's attorney. Review maps and plans, assessor data, and aerials.	1.25
07/23/15	Review condemning authority appraisal report and data. Verification of data. Analysis of maps, plans, and sales data.	1.50
08/25/15	Analysis of appraisal data. Highest and best use research and analysis. Research and analysis of GIS data, MLS data, public records and other sources. Review before and after plans, offers, survey data, and condemnor appraisal provided by owner's attorney.	2.75
12/09/15	Research and analysis of highest and best use issues, history of the Wekiva Parkway, blight issues, and market data. Research and analysis of appraisal data.	3.75
12/10/15	Research and analysis of the history of the Wekiva Parkway, blight issues, and market data. Research and analysis of appraisal data. Inspection of data.	<u>2.50</u>
	Total	11.75

CENTRAL FLORIDA **EXPRESSWAY AUTHORITY**

RIGHT OF WAY COMMITTEE MEETING
June 28, 2017

**Parcels 168 (Simmons), 179 (Watson),
251 (American Finance), 258 (Brown),
318 (Bridges), and 319 (Yeomans)
Settlement of Expert Fees and Costs**



Procedural History

- Oct. 2016: Offers of Judgment were served
 - Parcel 168: \$330,000
 - Parcel 179: \$302,400
 - Parcel 251: \$205,200
 - Parcel 258: \$386,400
 - Parcel 318: \$148,800
 - Parcel 319: \$173,000
- Oct. to Nov. 2016: Acceptance of OJs
- Invoices submitted.



Requested Expert Fees by Case

CASE	OJ	EXPERT FEES
Brown, Parcel 258	\$386,400	\$12,542.00
Bridges, Parcel 318	148,800	12,488.75
Watson, Parcel 179	302,400	39,945.47
Yeomans, Parcel 319	173,000	13,144.72
American Finance, Parcel 251	205,200	3,895.00
Simmons, Parcel 168	330,000	20,396.88
TOTAL		\$102,412.82



Expert Fees by Case and Expert

WEKIVA PARKWAY Expert Totals											
	Calhoun, Dreggors and Associates	MEI Civil	Lakemont Group	VHB	PSG Construction	Florida R/E Analyst	Juris Corp.	DeRango	Power Acoustics	Accuright	CLIENT TOTAL
Brown	\$ 7,612.00		\$ 630.00		\$ 4,300.00						\$ 12,542.00
Bridges	\$ 5,825.00	\$ 4,593.75				\$ 2,070.00					\$ 12,488.75
Watson	\$ 6,868.00	\$ 8,027.25	\$ 525.00	\$ 13,462.72			\$ 1,387.50	\$ 750.00	\$ 8,925.00		\$ 39,945.47
Yeomans	\$ 3,837.00	\$ 3,937.50		\$ 3,255.22		\$ 2,115.00					\$ 13,144.72
American Fin	\$ 2,950.00		\$ 945.00								\$ 3,895.00
Simmons	\$ 6,662.00	\$ 3,425.63					\$ 2,405.00			\$ 5,400.00	\$ 17,892.63
EXPERT TOTAL	\$ 33,754.00	\$ 19,984.13	\$ 2,100.00	\$ 16,717.94	\$ 4,300.00	\$ 4,185.00	\$ 3,792.50	\$ 750.00	\$ 8,925.00	\$ 5,400.00	

*MEI's total fees increased to \$22,488.38 because MEI charged an additional \$2,504.25 for Parcel 168.



Proposed Settlement

EXPERT	INVOICE	SETTLEMENT
Calhoun Dreggors	\$ 33,754.00	\$30,500
MEI Civil	22,488.38	18,885
Lakemont Group	2,100	1,700
VHB	16,717.94	15,300
PSG Construction	4,300	4,100
Florida RE Analyst	4,185	3,800
Juris Corp	3,792.50	2,900
DeRango	750	750
Power Acoustics	8,925.00	8,000
Accuright Surveyor	5,400	5,400
Total	\$102,412.82	\$91,335



Recommendation

Please recommend to the Board approval of a settlement in the amount of **\$91,335**, in settlement of all expert fees and costs incurred by Respondents for Parcels 168, 179, 251, 258, 318, and 319, subject to a reservation to assert for post-judgment expert fees and costs in connection with Parcel 168.

Tab J

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Right of Way Committee Members

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

DATE: June 7, 2017

RE: *Central Florida Expressway Authority v. Cynthia A. Cioci,*
Case No. 2014-003636-O, Project: 429-203, **Parcel 169/869**
Address: 3150 Phils Lane Apopka, Florida (north of Ponkan Road, Apopka)

INTRODUCTION

The parties reached a proposed settlement in the amount of \$519,000 for compensation to the owner, \$14,000 for expert fees, and \$59,925 for statutory attorney's fees, for a total amount of **\$592,928** for the reasons described below.

CFX'S APPRAISED VALUE OF PARCEL 169/869

Parcel 169, Parts A and B, is a partial taking consisting of a total of 1.637 acres from a 10.169-acre parent tract that is improved with a single family residence. Part A involves the taking of a 1.127-acre strip along the east side of the property for the new limited access right of way. Part B is a strip-taking of 0.510 acres along the west property line of Phils Lane. Parcel 869 is an 8-foot wide perpetual easement adjacent to Part B consisting of 5,301 square feet or 0.122 acres. The date of value is June 16, 2014.

The property is improved with a one-story single-family home with three bedrooms, two baths, a living room, a dining room, and a kitchen in 2,517 square feet of living space. There is an attached six-car garage (2,816 square feet), a barn (672 square feet), a dirt/shell driveway, an entry gate, and fair landscaping. The property is zoned A-1 (Citrus Rural District).

David K. Hall, State-Certified General Appraiser, appraised the property on behalf of CFX. According to Mr. Hall, the highest and best use of the property is for continued use of the existing improvements. Mr. Hall first valued the parent tract before the taking. He estimated the fee simple market value of the land at \$30,000 per acre, resulting in a land value of \$305,100 for the 10.169-acre parent tract. Regarding improvements, the single family home was valued at \$95 per square foot of living area for a value of \$239,100. The unfinished area/enclosed porch was valued at half of that per square foot price for a value of \$95,900. The total value of the property was estimated at \$640,100.

Next, Mr. Hall estimated the value of the part taken. The two strips of land taken (1.127 plus 0.510 acres) were valued at \$30,000 per acre with values of \$33,800 and \$15,300, respectively. The value of the easement, Parcel 869 (0.122 acres), was based upon 95% of the per acre value for a value of \$3,500. Next, Mr. Hall examined the impacts to the remainder and concluded that there would be a 50% diminution in value or severance damages in the amount of \$293,700. The total estimated value of full compensation for the property is summarized below.

	CFX (Hall)
Land Value (per acre)	\$30,000
Land Taken, Parcel 169, Part A (1.127 acres)	\$33,800
Land Taken, Parcel 169, Part B (0.510 acres)	\$15,300
Subtotal of Parts A & B	\$49,100
Easement, Parcel 869 (0.122 ac)	\$ 3,500
Severance Damages (at 50%)	\$293,700
Total	\$346,300

**OWNER'S OPINION OF VALUE, EXPERT FEES,
AND STATUTORY ATTORNEY'S FEES**

Ms. Cioci's attorney consulted with real estate appraiser, Richard C. Dreggors, GAA, but did not request a written appraisal report from Mr. Dreggors. This allowed the parties to engage in preliminary negotiations before the owner incurred extensive expert fees and costs. Instead of delivering a completed appraisal report, Ms. Cioci's attorney presented a table of the anticipated differences between CFX's appraised value and Mr. Dreggors' anticipated value along with data on comparable sales and an engineering report from Tipton Associates Incorporated. According to the information presented, the property would be valued at \$50,000 per acre with a value for the land taken of \$81,900. The improvements were listed at \$398,500. In addition, Mr. Tipton valued the barbed hog wire fence within the area of take designated as Parcel 169A at \$8,400. Severance damages were based upon a 70% reduction of the value of the remainder due to the proximity of the expressway, resulting in a severance damage component of \$567,600. The total anticipated estimate of value for the taking is summarized below.

	Owner's Opinion
Land Value (per acre)	\$50,000
Land Taken, Parts A & B	\$ 81,900
Easement, Parcel 869 (0.122 acre)	\$ 5,800
Improvements (Fence)	\$ 8,400
Severance Damages (at 70%)	\$567,600
Subtotal	\$663,700
Interest	\$ 63,954
Total	\$727,654

In addition to compensation for the land taken, Ms. Cioci's attorney requested the following expert fees and costs:

Calhoun Dreggors and Associates	\$10,468
Tipton Associates, Inc.	\$ 6,754
Total	\$17,222

Regarding attorney's fees, the owner's attorney is entitled to 33% of any benefit up to \$250,000 plus 25% of any benefit between \$250,000 and \$1,000,000. The statutory attorney fee based upon the owner's opinion of value of \$663,700 is \$101,575.¹

ANALYSIS

Because the residence is 90 feet from the limited access line and 190 feet from the edge of the southbound travel lanes, both appraisers found that the remainder property would suffer significant severance damages due to the proximity of S.R. 429 to the single family residence. The appraisers' opinions varied in the degree of impact (50% vs. 70%) and differed with respect to land value (\$30,000 vs. \$50,000 per acre).

Through informal settlement discussions, the parties reached a proposed compromise as outlined in the table below.

	CFX	Owner	Proposed Settlement
Land Value (per acre)	\$30,000	\$50,000	
Parcel 169A & B (1.127 and 0.510 acres)	\$49,100	\$ 81,900	
Easement, Parcel 869 (0.122 acres)	\$ 3,500	\$ 5,800	
Improvements	0	\$ 8,400	
Severance Damages (at 50%)	\$293,700	\$567,600	
Compensation to the Owner	\$346,300	\$663,700	\$519,000
Expert Fees		\$ 17,222	\$ 14,000
Statutory Attorney's Fees		\$101,575	\$ 59,928
Interest		\$ 63,954	
Total		\$846,451	\$592,928

¹ The statutory attorney fee is based upon the monetary benefit. The momentary benefit on the owner's opinion of value of \$663,700 is \$326,300, since the first offer was \$337,400. The statutory attorney's fee is the sum of 33% times \$250,000 (\$82,500) plus 25% of \$76,300 (\$19,075), totaling \$101,575.

RECOMMENDATION

We request the Committee's recommendation for Board approval of a settlement in the amount of \$519,000 for compensation to the owner, \$14,000 for expert fees, and \$59,925 for statutory attorney's fees, for a total amount of **\$592,928** in full settlement of all claims of compensation from CFX including business damages, interest, attorney's fees, expert fees, costs, and any other claim, except supplemental attorney's fees under Section 73.092(2) for apportionment, if any.

Attachments:

- A. Table of Differences from Owner
- B. Maps, Aerials and Photographs of Property
- C. Owner's Expert Fees
- D. Settlement Agreement

cc: David Shontz, Esq., Shutts & Bowen

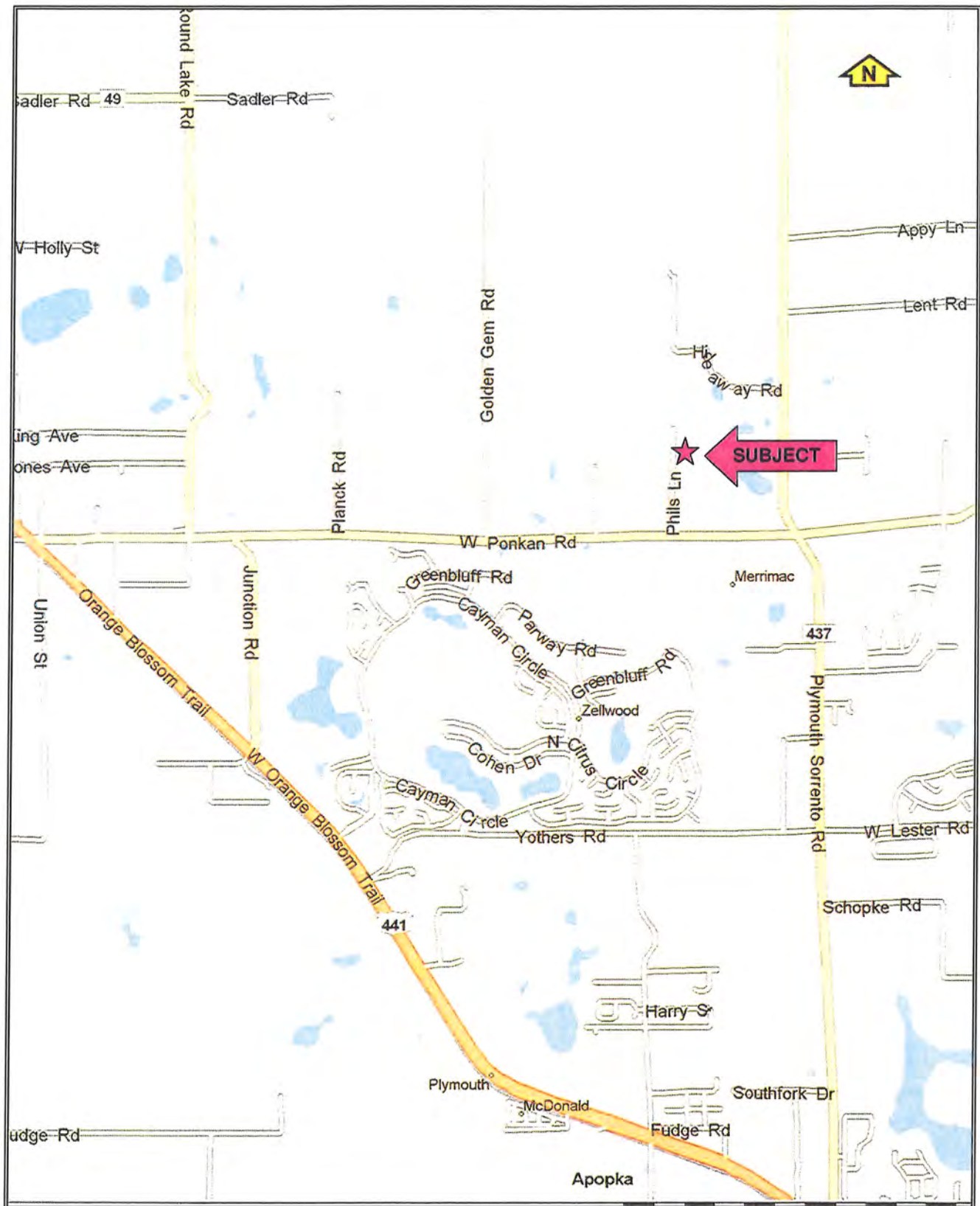
CIOC PROPERTY—WEKIVA PARKWAY DIFFERENCES¹

Parent Tract: 10.169 Acres
 Area of Taking: 169A – 1.127 Acres
 169B – 0.510 Acres
 869 – 0.122 Acres (5,301 SF)
 Date of Value: June 16, 2014

DRAFT

	<u>CFX</u> [Appraiser Hall]	<u>CIOC</u> [Appraiser Rick Dreggors]
Date of Value	October 15, 2013 and April 21, 2014	June 16, 2014
Parent Tract	\$ 624,900 Land: \$289,900 (\$28,500/acre) Imps: \$335,000	\$ 907,000 Land: \$ 508,500 (\$50,000/Ac.) Imps: \$ 398,500
Land Taken	169 A&B: \$ 46,800 [1.637 ACRES X \$28,500/ACRE] 869: \$ 3,300 [0.122 ACRES x 28,500/ACRE x 0.95]	\$ 81,900 (1.637 ACRES x \$50,000/Ac.) \$ 5,800 (0.122 ACRES x \$50,000/Ac. x 0.95)
Improvements	\$ 0	\$ 8,400 ²
Residence Distance From new ROW	90 ft.	90 ft.
Damage Percentage	50%	70%
Severance Damages	\$ 287,300	\$ 567,600
Cure	\$ 0	\$ 0
Total	\$ 337,400 ³	\$ 663,700
Interest	\$ 0	\$ 63,954
Grand Total	\$ 337,400	\$ 727,654

1. Exclusive of Attorney's Fees, Experts' Fees and Costs.
2. Barbed hog wire fencing.
3. First written offer was \$337,400, by letter dated February 17, 2014.



SUBJECT LOCATION MAP
PARCELS 169/869



AERIAL PHOTO
PARCELS 169/869

SIZE OF LAND:

Before: 10.169 Acres

Taking:

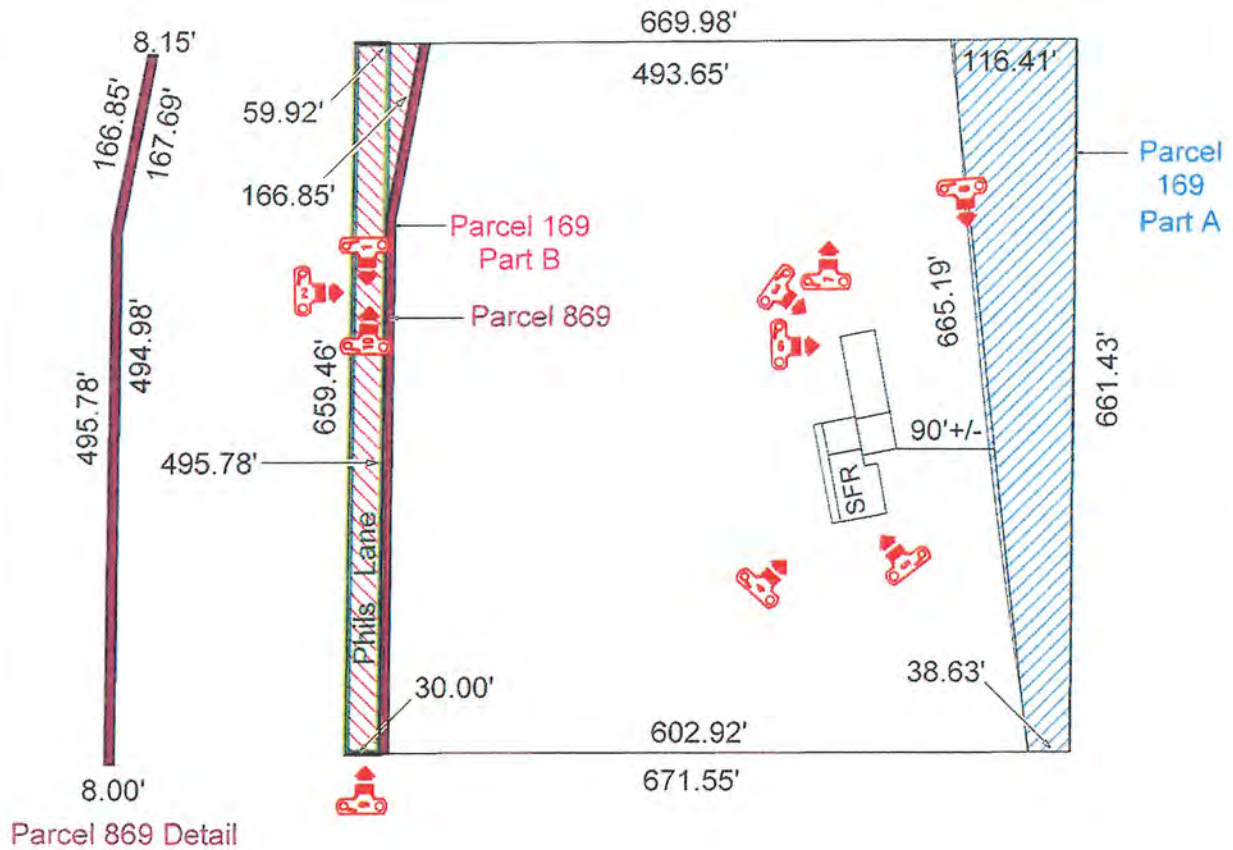
Part A: 1.127 Acres

Part B: .510 Acres

Total Take: 1.637 Acres

Remainder: 8.532 Acres

Parcel 869 (Perpetual Easement): .122 Acre (5,301 Square Feet)

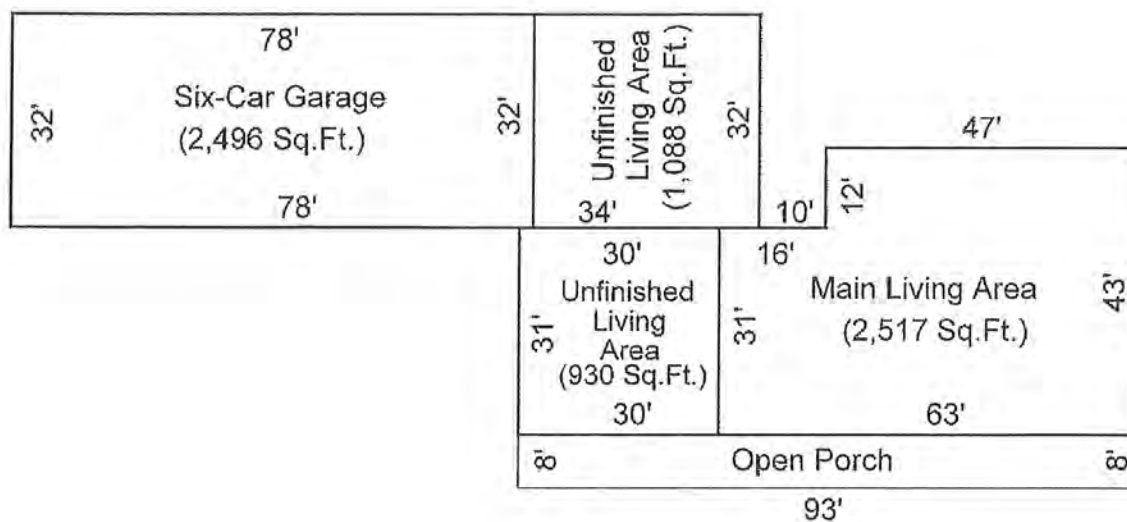


FOR VISUAL AID
NOT TO SCALE

**PARCEL SKETCH
PARCELS 169/869**



**DISTANCE TO RIGHT OF WAY SKETCH
PARCELS 169/869**



FOR VISUAL AID
NOT TO SCALE

**PHOTOGRAPHS OF SUBJECT
PARCELS 169/869**



1. LOOKING SOUTH AT THE FRONTAGE ALONG
PHILS LANE (INGRESS/EGRESS EASEMENT)



2. LOOKING EAST AT THE DRIVEWAY FROM PHILS LANE

Photographs Taken By:
David K. Hall
August 14, 2014

**PHOTOGRAPHS OF SUBJECT
PARCELS 169/869**



9. LOOKING NORTH AT THE PART B TAKING



10. LOOKING NORTH AT THE PART B TAKING AT THE DRIVEWAY

Photographs Taken By:
David K. Hall
August 14, 2014

**PHOTOGRAPHS OF SUBJECT
PARCELS 169/869**



3. LOOKING SOUTHEAST AT THE RESIDENCE



4. LOOKING NORTHEAST AT THE RESIDENCE

**PHOTOGRAPHS OF SUBJECT
PARCELS 169/869**



5. LOOKING NORTHWEST AT THE REAR OF THE RESIDENCE AND THE GARAGE



6. LOOKING EAST AT THE GARAGE

**PHOTOGRAPHS OF SUBJECT
PARCELS 169/869**



7. LOOKING NORTH AT THE BARN



8. LOOKING SOUTH ALONG THE PART A TAKING

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

March 30, 2017

Kent L. Hipp Esq.
c/o GrayRobinson, P.A.
301 E. Pine Street, Suite 140
Orlando, FL 32802

RE: Owner: Cioci
 Project: Wekiva Parkway
 Parcel No.: 169A&B/869
 County: Orange

INVOICE

Research sales, prepare for and attend conference calls/meetings with owner's representative, site inspection of the subject property, review valuation analysis, review single family home sales, analysis of land sales, analysis of home sales, conference with engineer, analysis of damages to the remainder, conference/meeting with owner's representative to review.

Eaton:	3.50 Hrs. x \$125/Hr. =	\$ 437
Abrams:	31.00 Hrs. x \$175/Hr. =	5,425
Dreggors:	16.75 Hrs. x \$275/Hr. =	<u>4,606</u>
Total		\$10,468

Thank you,

Richard C. Dreggors, GAA
President

RCD/smo

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

OWNER	CIOCI	KEVIN EATON
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	169A&B/869	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/04/14	PREPARED FOR AND ATTENDED MEETING WITH OWNER'S REPRESENTATIVE; WORKED ON MAP OF VALUES AND SPREADSHEET; ANALYZED ISSUES OF HIGHEST AND BEST USE.	1.50
03/05/14	GATHER INFORMATION ON THE SUBJECT PARCEL.	0.75
06/25/14	CONDUCTED A SITE INSPECTION OF THE SUBJECT PROPERTY.	<u>1.25</u>
	TOTAL HOURS	3.50

OWNER	CIOCI	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	169A&B/869	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
07/25/14	REVIEW OF NEARBY O/OCEA APPRAISALS.	2.50
11/20/15	MEETING WITH RICK TO REVIEW OUR SCOPE OF WORK; REVIEW ENGINEERING REPORT.	2.00
12/01/14	REVIEW OF SUBJECT MATERIAL AND FILE; ANALYSIS OF CONDEMNOR UPDATED APPRAISAL; MEETING WITH RICK.	4.50
12/02/14	RESEARCH SALES; ANALYSIS OF SALES.	4.75
01/16/15	REVIEW OF CONDEMNOR SALES AND DAMAGES.	3.25
02/23/15	RESEARCH/ANALYSIS OF SALES.	3.75
02/24/15	ANALYSIS OF DAMAGES/COMPENSATION.	3.50
02/26/15	MEETING WITH RICK TO REVIEW COMPENSATION ANALYSIS.	1.50
03/13/15	ANALYSIS OF SALES DATA.	2.00
06/27/15	MEETING WITH OWNER'S REPRESENTATIVE.	0.50
06/29/15	REVIEW NOTES FROM MEETING; PREPARE SALES DATA INFORMATION FOR OWNER'S REPRESENTATIVE.	<u>2.75</u>
	TOTAL HOURS	31.00

OWNER	CIOCI	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	169A&B/869	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/04/14	MEETING WITH OWNER'S REPRESENTATIVE; REVIEW VALUATION ISSUES; REVIEW CFX REPORT.	2.25
04/22/14	REVIEW DOCUMENTS TO PREPARE FOR MEETING WITH ENGINEER AND OWNER'S REPRESENTATIVE.	0.25
04/23/14	ANALYSIS OF SCOPE OF WORK; MEETING WITH EXPERTS/OWNER'S REPRESENTATIVE; REVIEW IMPACTS OF THE TAKING.	1.75
05/20/14	REVIEW UPDATED CFX REPORT.	1.25
06/25/14	PREPARE FOR AND MEET WITH EXPERTS AT THE SITE; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.25
07/25/14	REVIEW APPRAISALS OF NEARBY PARCELS BY O/OCEA APPRAISERS.	2.75
11/20/14	REVIEW TAI REPORT; REVIEW WITH ASSOCIATE.	1.25
12/01/14	ASSIST WITH VALUATION ANALYSIS; MEETING WITH ASSOCIATE; CONFERENCE WITH OWNER'S REPRESENTATIVE.	2.50
02/25/15	REVIEW PRELIMINARY VALUATION ANALYSIS FOR THE SUBJECT.	1.25
02/26/15	ANALYSIS OF LAND VALUES; REVIEW SINGLE FAMILY HOME SALES; DISCUSS WITH ASSOCIATE.	1.00
06/27/15	MEETING WITH OWNER'S REPRESENTATIVE.	0.50
12/08/16	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING NEARBY PARCELS AND VALUES.	<u>0.75</u>
	TOTAL HOURS	16.75

STATEMENT OF WORK ACCOMPLISHED
CIOCI ROW – WEKIVA PKWY
4-516.1

<u>Invoice No.</u>	<u>Date</u>	<u>Amount</u>
15580	05-06-14	1,462.50
15651	11-04-14	1,579.40
15673	12-09-14	675.00
16031	02-06-17	3,037.50
TOTAL AMOUNT DUE:		\$6,754.40

STATEMENT OF WORK ACCOMPLISHED
CIOCI ROW – WEKIVA PKWY
4-516.1

Invoice No. 15580, May 6, 2014 - \$1,462.50

04/23-24/14 William E. Tipton, Jr. (WTJ) attended team meeting, downloaded plans and appraisal from OOCEA and attorney, reviewed plans and appraisal (5.5 hours)
04/29/14 WTJ downloaded and reviewed plans and information from attorney (1.0 hour)

Invoice No. 15651, November 4, 2014 - \$1,579.40

05/29/14 William E. Tipton, Jr. (WTJ) reviewed plans and information from OOCEA and attorney (1.0 hour)
06/25/14 WTJ conducted site meeting with Rick Dreggors (1.0 hour)
10/13/14 WTJ corresponded with attorney and owner on taking impact issues (1.0 hour)
10/16/14 WTJ reviewed updated plans from CFX, attended site meeting with owner regarding taking issues and potential cure (3.0 hours)
10/28/14 WTJ downloaded and reviewed new plans from CFX (1.0 hour)

Invoice No. 15673, December 9, 2014 - \$675.00

11/19-20/14 William E. Tipton, Jr. (WTJ) worked on draft letter report and drawings (3.0 hours)

Invoice No. 16031, February 6, 2017 - \$3,037.50

12/07/16 William E. Tipton, Jr. (WTJ) attended team at attorney's office (2.0 hours)
12/15/16 WTJ updated draft letter report and drawings per team meeting (2.0 hours)
01/19-20/17 WTJ updated draft report and drawings, emailed draft report and drawings to attorney (6.5 hours)
01/23-24/17 WTJ conducted field review, updated draft engineering report, emailed draft report and drawings to attorney (3.0 hours)



Tipton Associates Incorporated

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

Invoice Number: 15580

May 06, 2014

Page number 1

Project 4516: Cioci ROW - Wekiva Pkwy

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

Professional Services for the period ended April 30, 2014

Project 4516:1 Parcels 169 & 869

Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
6.50	\$225.00	\$1,462.50
Services Total		<u>\$1,462.50</u>
Charges Subtotal		<u>\$1,462.50</u>
Invoice Total		<u>\$1,462.50</u>



Tipton Associates Incorporated

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

Invoice Number: 15651

November 04, 2014

Page number 1

Project 4516: Cioci ROW - Wekiva Pkwy

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

Professional Services for the period ended October 31, 2014

Project 4516:1 Parcels 169 & 869

Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
-------	------	--------

7.00	\$225.00	\$1,575.00
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Services Total		\$1,575.00
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Reimbursable Expense

Tolls

Amount

\$4.40

Reimbursable Total	\$4.40
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Charges Subtotal	\$1,579.40
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Invoice Total	\$1,579.40
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Outstanding Invoices	Number	Date	Amount
Invoice	15580	5/6/2014	\$1,462.50

Total Unpaid Invoices	\$1,462.50
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Balance Due	\$3,041.90
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Tipton Associates Incorporated

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

Invoice Number: 15673

December 09, 2014

Page number 1

Project 4516: Cioci ROW - Wekiva Pkwy

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

Professional Services for the period ended November 30, 2014

Project 4516:1 Parcels 169 & 869

Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
3.00	\$225.00	\$675.00
Services Total		\$675.00
Charges Subtotal		\$675.00
Invoice Total		\$675.00

Outstanding Invoices	Number	Date	Amount	
Invoice	15580	5/6/2014	\$1,462.50	
Invoice	15651	11/4/2014	\$1,579.40	
Total Unpaid Invoices				\$3,041.90
Balance Due				\$3,716.90



Tipton Associates Incorporated

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

Invoice Number: 16031

February 06, 2017

Page number 1

Project 4516: Cioci ROW - Wekiva Pkwy

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

Professional Services for the period ended January 31, 2017

Project 4516:I Parcels 169 & 869

Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
13.50	\$225.00	\$3,037.50
Services Total		<u>\$3,037.50</u>
Charges Subtotal		<u>\$3,037.50</u>
Invoice Total		<u>\$3,037.50</u>

Outstanding Invoices	Number	Date	Amount	
Invoice	15580	5/6/2014	\$1,462.50	
Invoice	15651	11/4/2014	\$1,579.40	
Invoice	15673	12/9/2014	\$675.00	
			Total Unpaid Invoices	<u>\$3,716.90</u>
			Balance Due	<u>\$6,754.40</u>

STATEMENT OF WORK ACCOMPLISHED
CIOCI ROW – WEKIVA PKWY
4-516.1

<u>Invoice No.</u>	<u>Date</u>	<u>Amount</u>
15580	05-06-14	1,462.50
15651	11-04-14	1,579.40
15673	12-09-14	675.00
TOTAL AMOUNT DUE:		3,716.90



Tipton Associates Incorporated

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

Invoice Number: 15580

May 06, 2014

Page number 1

Project 4516: Cioci ROW - Wekiva Pkwy

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

Professional Services for the period ended April 30, 2014

Project 4516:1 Parcels 169 & 869

Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
6.50	\$225.00	\$1,462.50
Services Total		<u>\$1,462.50</u>
Charges Subtotal		<u>\$1,462.50</u>
Invoice Total		<u>\$1,462.50</u>



Tipton Associates Incorporated

760 Maguire Blvd

Orlando, FL 32803-

Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15651

November 04, 2014

Page number 1

Project 4516: Cioci ROW - Wekiva Pkwy

Kent L Hipp, Esq.

Gray Robinson

P.O. Box 3068

Orlando, FL 32802-3068

Professional Services for the period ended October 31, 2014

Project 4516:l Parcels 169 & 869

Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
-------	------	--------

7.00	\$225.00	\$1,575.00
------	----------	------------

Services Total		\$1,575.00
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Reimbursable Expense

Tolls

Amount

\$4.40

Reimbursable Total	\$4.40
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Charges Subtotal	\$1,579.40
------------------	------------

Invoice Total	\$1,579.40
----------------------	-------------------

Outstanding Invoices	Number	Date	Amount
Invoice	15580	5/6/2014	\$1,462.50

Total Unpaid Invoices	\$1,462.50
------------------------------	-------------------

Balance Due	\$3,041.90
--------------------	-------------------



Tipton Associates Incorporated

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

Invoice Number: 15673

December 09, 2014

Page number 1

Project 4516: Cioci ROW - Wekiva Pkwy

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

Professional Services for the period ended November 30, 2014

Project 4516:1 Parcels 169 & 869

Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
-------	------	--------

3.00	\$225.00	\$675.00
------	----------	----------

Services Total		\$675.00
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Charges Subtotal		\$675.00
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Invoice Total		\$675.00
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Outstanding Invoices	Number	Date	Amount
Invoice	15580	5/6/2014	\$1,462.50
Invoice	15651	11/4/2014	\$1,579.40

Total Unpaid Invoices	\$3,041.90
-----------------------	------------

Balance Due	\$3,716.90
-------------	------------

STATEMENT OF WORK ACCOMPLISHED
CIOCI ROW – WEKIVA PKWY
4-516.1

Invoice No. 15580, May 6, 2014 - \$1,462.50

04/23-24/14 William E. Tipton, Jr. (WTJ) attended team meeting, downloaded plans and appraisal from OOCEA and attorney, reviewed plans and appraisal (5.5 hours)
04/29/14 WTJ downloaded and reviewed plans and information from attorney (1.0 hour)

Invoice No. 15651, November 4, 2014 - \$1,579.40

05/29/14 William E. Tipton, Jr. (WTJ) reviewed plans and information from OOCEA and attorney (1.0 hour)
06/25/14 WTJ conducted site meeting with Rick Dreggors (1.0 hour)
10/13/14 WTJ corresponded with attorney and owner on taking impact issues (1.0 hour)
10/16/14 WTJ reviewed updated plans from CFX, attended site meeting with owner regarding taking issues and potential cure (3.0 hours)
10/28/14 WTJ downloaded and reviewed new plans from CFX (1.0 hour)

Invoice No. 15673, December 9, 2014 - \$675.00

11/19-20/14 William E. Tipton, Jr. (WTJ) worked on draft letter report and drawings (3.0 hours)

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

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

CASE NO: 2014-CA-003636-0

Subdivision 39

Petitioner,

Parcel 169/869 #

vs.

PEDRO DIAZ-BORDON,
et. al.

Respondent(s).

SETTLEMENT AGREEMENT

Respondent(s), CYNTHIA A. CIOCI,
and representatives of the Central Florida Expressway Authority reached the following
Settlement Agreement:

1. Petitioner will pay to Respondent(s), CYNTHIA A. CIOCI

(referred to as "Respondent") the sum of Five Hundred Nineteen Thousand
Dollars

exactly (\$ 519,000), in full settlement of all claims for compensation from Petitioner
whatsoever for the taking of Parcel 169/869, 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 THREE HUNDRED THIRTY-SEVEN THOUSAND FOUR HUNDRED
Dollars (\$ 337,400). Within thirty days (30) days from the date of receipt by
Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to
Respondent, by deposit in the Registry of the Court the sum of ONE HUNDRED
EIGHTY-ONE THOUSAND SIX HUNDRED Dollars
exactly (\$ 181,600), representing the difference between the total settlement sum
referenced above and the 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 Respondent's attorney the sum of
Fifty-Nine Thousand Nine Hundred Twenty-Eight Dollars
(\$ 59,928) 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

*Note: Parcel 169/869 was consolidated with this case.

It was originally filed with CFX v. Reid, case # 2014-CA-
3698.

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 Respondent's attorney the sum of Fourteen Thousand

\$14,000 Dollars in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent in this case, subject to review and confirmation that each invoice submitted by Respondent's experts was necessary and reasonable. The expert fees are as follows:

TIPTON ASSOCIATES, INC.	\$6000. ⁰⁰
CALHOUN, OREGGORS, & ASSOCIATES, INC.	\$8,000. ⁰⁰

4. 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 Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) 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.

7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 169/869, severance damages, business damages, ~~tort damages~~, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, except supplemental attorney's fees under section 73.092(2) for apportionment.

12th day of May, 2017, contains all the agreements of the parties.

Linda L. B. Lanosa
Print Name: LINDA LANOSA
Central Florida Expressway Authority

David Spontz
Print Name: David Spontz
Counsel for CFX

Print Name: _____
Mediator

Cynthia A. Cacci
Print Name: CYNTHIA A CACCI
Owner

Print Name: _____
Owner

Kent L. Hepp
Print Name: KENT L. HEPP
Attorney for Owner



CENTRAL FLORIDA **EXPRESSWAY AUTHORITY**

RIGHT OF WAY COMMITTEE MEETING
June 28, 2017

Parcels 169/869 – Cynthia A. Cioci
Proposed Settlement Agreement

Parcel Location Map



➤➤➤ Aerial of Subject Parcel





Wekiva Parkway Project

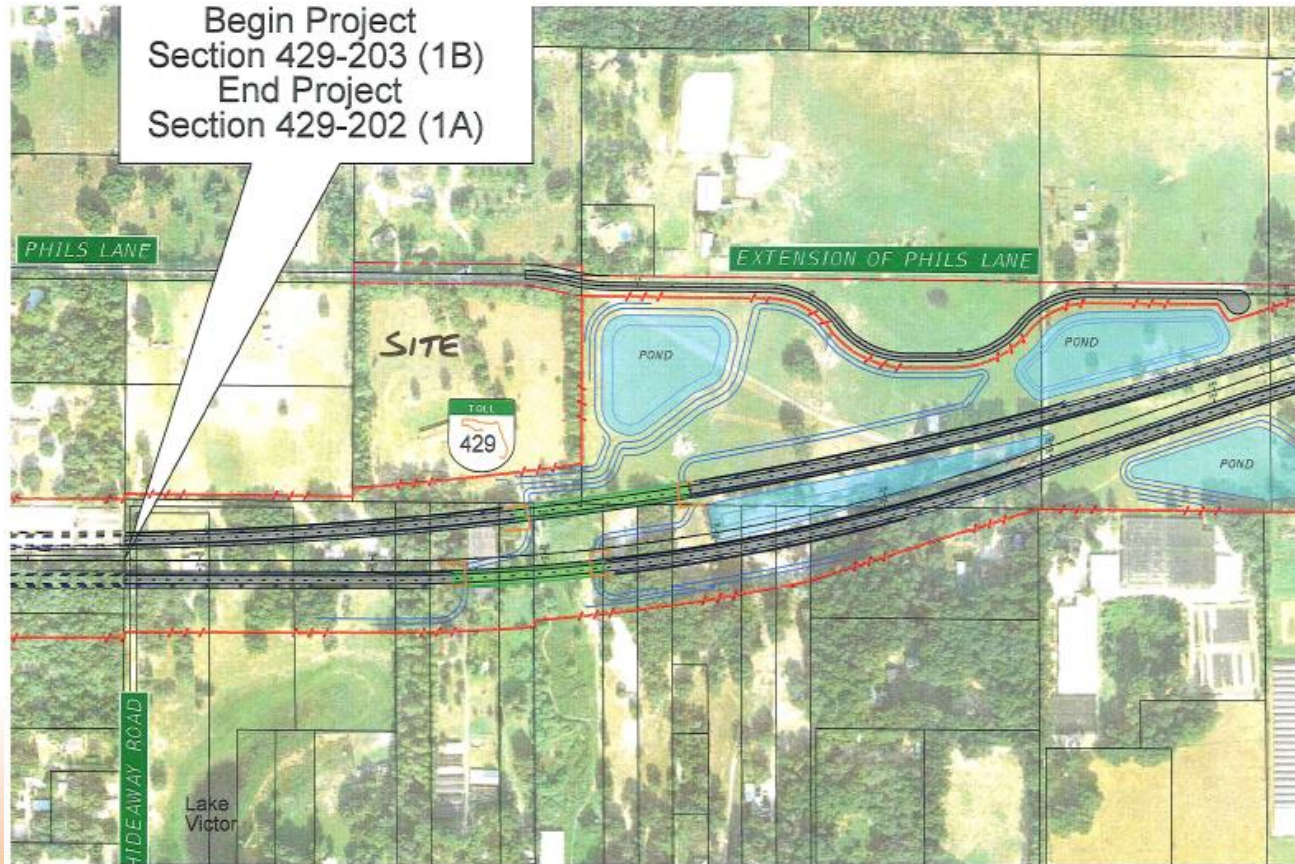


FIGURE 1



Distance to L/A Line

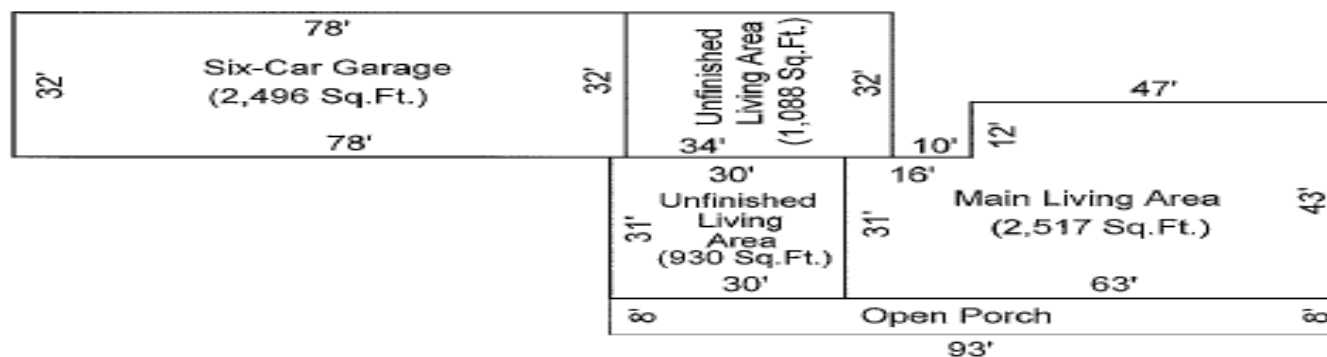


The diagram is a detailed site plan for Parcel 869. It shows the parcel's location relative to Parcel 169 Part A (shaded blue) and Parcel 169 Part B (shaded pink). The plan includes the following dimensions and features:

- Parcel 869 Dimensions:**
 - Top boundary: 493.65'
 - Right boundary: 661.43'
 - Bottom boundary: 602.92'
 - Left boundary: 495.78'
- Parcel 169 Part A Dimensions:**
 - Top boundary: 116.41'
 - Right boundary: 665.19'
 - Bottom boundary: 38.63'
- Parcel 169 Part B Dimensions:**
 - Top boundary: 59.92'
 - Left boundary: 166.85'
 - Bottom boundary: 167.69'
- Other Dimensions:**
 - Top left corner: 8.15'
 - Left side of Parcel 869: 494.98'
 - Bottom left corner: 8.00'
 - Setback from Philis Lane: 30.00'
 - Setback from Parcel 169 Part A: 90'+/-
- Features:**
 - Philis Lane:** A road running along the left side of the parcels.
 - SFR:** A building footprint labeled 'SFR' (Single-Family Residential) located within Parcel 869.
 - Survey Points:** Red survey points with numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 7



Building Sketch



FOR VISUAL AID
NOT TO SCALE

➤➤➤ Photographs of Property



Looking South at the Frontage Along Phils Lane
(Ingress/Egress Easement).



Looking East at the Driveway from Phils Lane.

➤➤➤ Photographs of Property



Looking Southeast at the residence.



Looking Northeast at the residence.

➤➤➤ Photographs of Property



Looking Northwest at the rear of the residence and the garage.



Looking at the garage.

➤➤➤ Photographs of Property



Looking North at the barn.



Looking south along the Part A taking.

➤➤➤ Photographs of Property



Looking North at the Part B taking.



Looking North at the Part B taking at the driveway..



Comparison of Estimated Values

Parcels 169/869	CFX's Appraisal	Owner's Opinion
Land Value (per acre)	\$ 30,000	\$ 50,000
Parent Tract, Before Value	\$640,100 (Imp: \$335,000)	\$907,000 (Imp: \$398,500)
Land Taken, Parcel 169, A & B (1.127 + 0.510 = 1.637 acres)	\$ 49,100	\$ 81,900
Easement, Parcel 869 (0.122 acres)	\$ 3,500	\$5,800
Improvements Taken (Fence)	0	\$8,400
Severance Damages	At 50% = \$293,700	At 70% = \$567,600
Subtotal	\$356,300	\$663,700
Interest	0	\$ 63,954
Total	\$356,300	\$727,654

Owner's Expert Fees

Expert	Invoiced Amount
Calhoun, Dreggors & Associates, Inc.	\$ 10,468
Tipton Associates, Inc.	6,754
Total	\$17,222

Proposed Settlement

Parcel 169/869	CFX's Appraised Value	Owner's Demand	Proposed Settlement
Compensation to the Owner	\$346,300	\$727,654	\$519,000
Expert Fees		\$ 17,222	\$ 14,000
Statutory Attorney's Fees		\$101,575	\$ 59,928
Total		\$846,451	\$592,928



Recommendation


Please recommend to the Board approval of a settlement in the amount of \$592,928, including all claims of compensation arising from the taking of Parcels 169/869, business damages, interest, attorney's fees, expert fees, costs and any other claim, except supplemental attorney's fees under Section 73.092(2) for apportionment, if any.

Tab K

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: June 16, 2017

RE: *Central Florida Expressway Authority v. Michael Tyszko, et al.*
Case No. 2014-003641-O, Project: 429-203, **Parcel 228**
Owner: Michael Tyszko
Address: 3001 West Kelly Park Road, Apopka, Florida

INTRODUCTION

This case is set for trial on the August 14, 2017 docket. This case was initially set for trial on the November 23, 2015 docket, but the case was continued so that the Right of Way Committee could consider an all-inclusive settlement in the amount of \$249,333.98, which the Committee did not approve for lack of a second.

After ongoing discussions and a second appraisal report by CFX, the parties reached a proposed all-inclusive settlement the amount of \$240,000, which is approximately \$10,000 less than the previous settlement offer.

CFX'S APPRAISED VALUE OF PARCEL 228

Parcel 228 is a partial taking of 0.1546 acres (6,735 sq. ft.) of property zoned A-1 (Citrus Rural District) along the northeast corner of Plymouth Sorrento Road and West Kelly Park Road in Apopka. Mr. Carpenter appraised Parcel 228 with a highest and best use in the short-term for continued residential use, with a "reasonably probable use to hold until demand for future neighborhood commercial development permits." Applying the comparable sales approach, Mr. Carpenter relied upon land sales ranging in price from \$1.74 to \$6.19, and estimated the land value to be **\$3.50 per square foot** or \$152,460 per acre.

Regarding the improvements, Mr. Carpenter concluded that the improvements do not represent the highest and best use of the land. Therefore, the improvements are considered to be an interim use until the property is positioned for redevelopment. Applying both the sales comparison approach and the income approach, Mr. Carpenter estimated the contributory value of the improvements at \$60,000. The value of the parent tract before the taking is the sum of the land value (\$103,765) and the value of the improvements (\$60,000) or \$163,765.

The value of the part taken includes compensation for the land taken at \$3.50 per square foot or \$23,575 and compensation for the improvements in the taking, such as trees and sod, in the amount of \$7,665, totaling **\$31,240**. Mr. Carpenter concluded that the property did not suffer severance damages.

For trial purposes, outside counsel for CFX retained a second appraiser, Michael McElveen, who concluded that the property had a similar highest and best use, which is to use in the interim as single-family residential and then develop with a neighborhood scale retail or office use. He valued the property in the before condition at **\$4.00 per square foot** or \$119,000 for the land plus \$39,700 for the home, with a total value of \$158,700. In terms of compensation for the part taken, Mr. McElveen's estimate of value consisted of \$27,000 for the part taken at \$4.00 per square plus \$7,700 for the trees and sod in the area taken, totaling **\$34,700**. Mr. McElveen opined that there were no severance damages.

OWNER'S APPRAISAL REPORT, EXPERT FEES, AND ATTORNEY'S FEES

In contrast, the owner's real estate appraiser, Martin Engelmann, Jr., MAI, valued the property at **\$14.50** per square foot or \$97,700 for the land taken. He relied upon land sales transactions near fully completed highway interchanges, rather than sales in the immediate market area. In addition, Mr. Engelmann concluded that the property suffered severance damages due to the reduction in size from 0.6806 acres to 0.526 acres, diminished access, loss of road frontage, noise, and other factors. He applied a 30% diminution in value for severance damages, amounting to \$108,000. The total estimated value is **\$206,000**.

In addition to compensation for the property taken, the owner is entitled to reasonable costs and expert fees for the defense of the taking. As described in the attached invoices, the owner's costs and expert fees total \$91,036.99.

The owner is also entitled to statutory attorney's fees based upon the monetary benefit. For the purpose of analysis, the statutory attorney fee based upon the owner's estimated value is based upon 33% of the monetary benefit of \$174,760, or \$57,670.80.

PROPOSED SETTLEMENT

In this case, the key differences involve the value of the land and the existence of severance damages. The proposed settlement represents a cost-effective resolution of this matter that reduces the overall cost of litigation for expert fees and attorney's fees and minimizes risk. In order to resolve this matter, the owner is willing to discount his expert fees or attorney's fees by another \$10,000 and not seek compensation for the additional expert fees and costs incurred. A comparison of the positions of the parties and the proposed settlement is summarized in the table below.

	CFX	Owner	Proposed Settlement*
Land	\$27,000.00	\$'97,700.00	
Improvements	\$ 7,700.00	0	
Severance Damages	0	\$108,000.00	
Value of Property Taken	\$34,700.00	\$206,000.00	\$136,883.00
Expert Fees		\$ 91,036.99	\$ 68,254.81
Statutory Attorney's Fees		\$ 57,670.80	\$ 34,862.19
Total		\$354,707.79	\$240,000.00

*The proposed settlement is based upon a hypothetical breakdown.

RECOMMENDATION

We request the Committee's recommendation for Board approval of an all-inclusive settlement in the amount of **\$240,000**, in full settlement of all claims of compensation from CFX including business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim.

Attachments:

- A. Maps, Aerials and Photographs of Property
- B. Owner's Expert Fees
- C. Settlement Agreement

cc: David Shontz, Esq., Shutts & Bowen



*Approximate Representation
Source: Orange County Property Appraiser*



Tropical Realty Appraisal Services

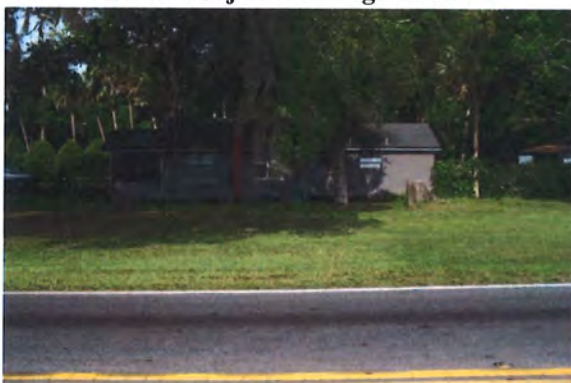
Subject Photos



View of Subject Looking Northeast



View of Subject Looking Northwest



View of Subject Looking West



View of Subject Looking Southeast



Front View of Single Family Residence



Rear View of Single Family Residence

Tropical Realty Appraisal Services

Subject Photos



Interior View of Residence



Interior View of Residence



Interior View of Residence



Interior View of Residence

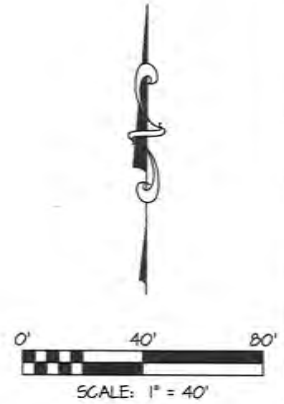
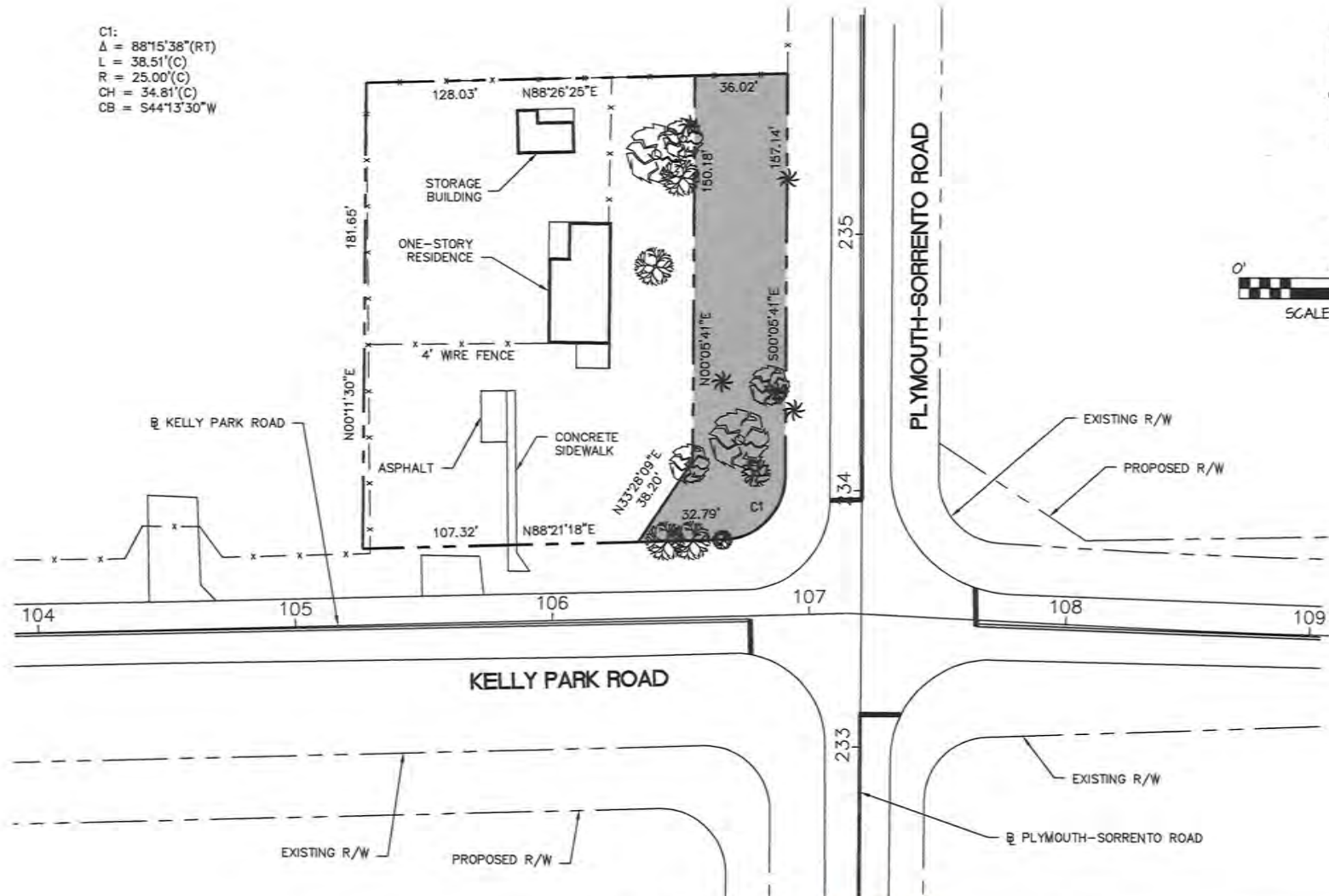


View of Taking Area Looking North



View of Taking Area Looking South

C1:
 $\Delta = 88^{\circ}15'38''$ (RT)
 $L = 38.51'$ (C)
 $R = 25.00'$ (C)
 $CH = 34.81'$ (C)
 $CB = S44^{\circ}13'30''W$



EXISTING CONDITION
 PARCEL 22B
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 LAND ACQUISITION

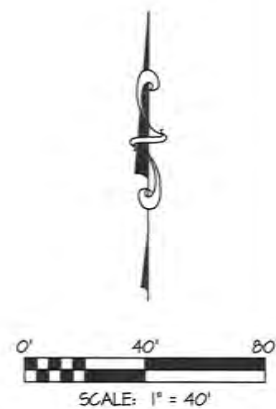
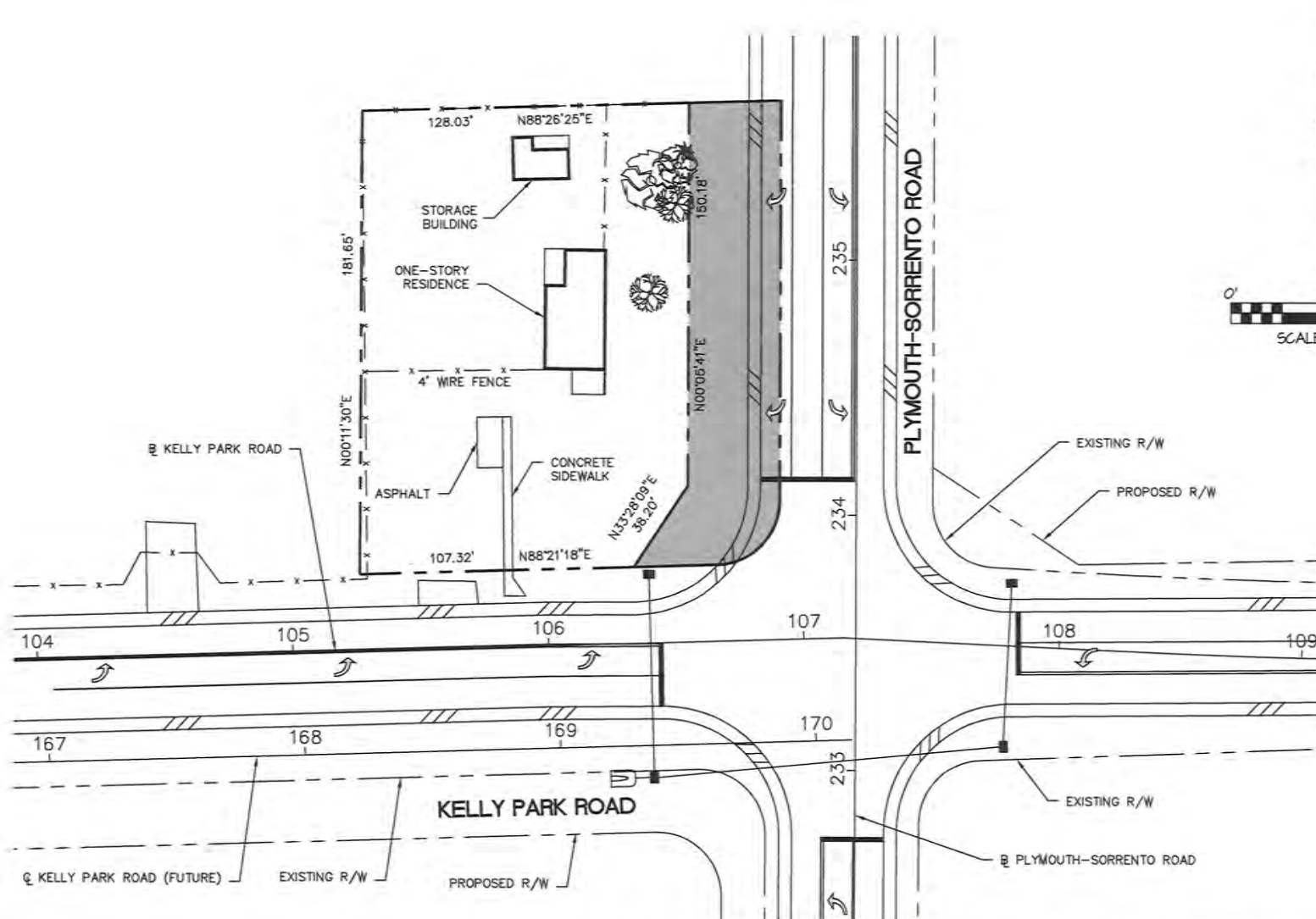
DESIGNER N/A	SCALE AS NOTED
DRAWN BY JDP	DATE 7/24/15
CHECKED BY RVM	PROJECT NO. 15111.012

Maximor
 AND ASSOCIATES, INC.

Consulting Engineers &
 4755 GORDON AVENUE
 ST. PETERSBURG, FL 33716
 (813) 944-2504
 FAX (813) 944-4871
 E.B. NO. 00000871

DATE	BY	REVISION

SHEET
 1 OF 2



FUTURE CONDITION
PARCEL 228
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
LAND ACQUISITION

DESIGNED BY N/A	SCALE AS NOTED
DRAWN BY JDP	DATE 7/24/15
CHECKED BY RVM	PROJECT NO. 15111.012

Maximer
AND ASSOCIATES, INC.

Consulting Engineers
4008 CENTRAL AVENUE
SUITE 200
ORLANDO, FL 32811
TEL: 407-944-8804
FAX: 407-944-8801
EIN: 00000001

DATE	BY	REVISION

SHEET
2 OF 2



Updated Invoice

STYLE: TYSZKO, MICHAEL
INTERNAL FILE #183.00

COSTS INCURRED AS OF: **June 15, 2017**

EXPERTS:

TROPICAL REALTY APPRAISAL SERVICES

A) 11/11/15, C14041NT-01, PROFESSIONAL SERVICES \$58,797.36

MESIMER AND ASSOCIATES, INC.

A) 11/11/15, INV 15111.012, PROFESSIONAL SERVICES \$13,757.65

P&M CONSULTING GROUP

A) 11/10/15, INV 301, PROFESSIONAL SERVICES \$12,628.70

EXPERTS SUBTOTAL \$85,183.71

COURT REPORTERS:

ORANGE LEGAL, INC.

A) 10/20/15, INV 224763; MESIMER	\$170.05
B) 10/19/15, INV 223265; MURPHY	\$163.90
C) 10/12/15, INV 223868; CHAPMAN/KELLY/TYS	\$541.00
D) 02/06/17, INV 353358; ENGELMANN	\$234.40
E) 04/19/17, INV 410521; 04/13/17 HRG	\$507.26
	<hr/>
	\$1,616.61

U.S. LEGAL SUPPORT, INC.

A) 10/12/15, INV 1252496; HARDGROVE	\$682.33
B) 10/13/15, INV 1252498L PECK (PRORATED)	\$239.76
C) 10/19/15, INV 1254196; PRESSIMONE	\$308.00
D) 10/20/15, INV 1254456; NEWTON	\$537.08
E) 10/20/15, INV 1256308; CARPENTER/SPEER	\$1,400.69
F) 10/12/15, INV 1259729; BYRD	\$206.50
	<hr/>
	\$3,374.36

COURT REPORTERS SUBTOTAL \$4,990.97

PROCESS SERVERS:

ATTORNEYS LEGAL SERVICES, INC.

A) 09/21/15, INV ALS-2015006811; HORNE DEP	\$23.33
B) 09/22/15, INV ALS-2015006813; PECK DEPO	\$23.33
C) 09/22/15, INV ALS-2015006812; RUBLE DEP	\$23.33
D) 10/12/15, INV ALS-2015007401; NEWTON	\$70.00
E) 10/12/15, INV ALS-2015007399; SPEER	\$70.00
F) 10/12/15, INV ALS-2015007398; CARPENTER	\$70.00
G) 10/12/15, INV ALS-2015007400; PRESSIMON	\$70.00
	<hr/>
	\$349.99

PROCESS SERVERS SUBTOTAL: \$349.99

EXHIBIT PREPARATION & RESEARCH:



STYLE: TYSZKO, MICHAEL

INTERNAL FILE #183.00

COSTS INCURRED AS OF: **June 15, 2017**

NONE ON FILE

EXHIBIT PREPARATION & RESEARCH SUBTOTAL: \$0.00

COURIER EXPENSES:

FEDERAL EXPRESS

A) 09/11/14; M. TYSZKO \$9.85

COURIER EXPENSES SUBTOTAL: \$9.85

MISCELLANEOUS EXPENSES:

REIMBURSEMENTS: BRIGHAM, ANDREW

A) 10/12/15, MILEAGE/MEALS: EXPERT DEPOS \$36.38

B) 10/19/15, MEALS/HOTEL: EXPERT DEPOS \$237.18

C) 10/20/15, MILEAGE/MEALS: EXPERT DEPOS \$89.57

\$363.13

REIMBURSEMENTS: FLEMING, KEN

A) 11/12/13, MILEAGE/LUNCH: PROPERTY INSU \$84.47

B) 02/24/14, MILEAGE/LUNCH: INITIAL OFFER \$54.87

\$139.34

MISCELLANEOUS EXPENSES SUBTOTAL \$502.47

TOTAL COSTS INCURRED: \$91,036.99



STYLE: TYSZKO, MICHAEL

INTERNAL FILE #183.00

COSTS INCURRED AS OF: August 2, 2016

EXPERTS:

TROPICAL REALTY APPRAISAL SERVICES

A) 11/11/15, C14041NT-01, PROFESSIONAL SERVICES \$58,797.36

MESIMER AND ASSOCIATES, INC.

A) 11/11/1515, INV 15111.012, PROFESSIONAL SERVICES \$13,757.65

P&M CONSULTING GROUP

A) 11/10/15, INV 301, PROFESSIONAL SERVICES \$12,628.70

EXPERTS SUBTOTAL \$85,183.71

COURT REPORTERS:

ORANGE LEGAL, INC.

A) 10/20/15, INV 224763; MESIMER \$170.05

B) 10/19/15, INV 223265; MURPHY \$163.90

C) 10/12/15, INV 223868; CHAPMAN/KELLY/TYSZKO \$541.00

\$874.95

U.S. LEGAL SUPPORT, INC.

A) 10/12/15, INV 1252496; HARDGROVE \$620.30

B) 10/13/15, INV 1252498L PECK (PRORATED) \$217.97

C) 10/19/15, INV 1254196; PRESSIMONE \$280.00

D) 10/20/15, INV 1254456; NEWTON \$488.25

E) 10/20/15, INV 1256308; CARPENTER/SPEER \$1,273.35

F) 10/12/15, INV 1259729; BYRD \$206.50

\$3,086.37

COURT REPORTERS SUBTOTAL \$3,961.32

PROCESS SERVERS:

ATTORNEYS LEGAL SERVICES, INC.

A) 09/21/15, INV ALS-2015006811; HORNE DEP \$23.33

B) 09/22/15, INV ALS-2015006813; PECK DEPO \$23.33

C) 09/22/15, INV ALS-2015006812; RUBLE DEP \$23.33

D) 10/12/15, INV ALS-2015007401; NEWTON \$70.00

E) 10/12/15, INV ALS-2015007399; SPEER \$70.00

F) 10/12/15, INV ALS-2015007398; CARPENTER \$70.00

G) 10/12/15, INV ALS-2015007400; PRESSIMONE \$70.00

\$349.99

PROCESS SERVERS SUBTOTAL: \$349.99

EXHIBIT PREPARATION & RESEARCH:

NONE ON FILE

EXHIBIT PREPARATION & RESEARCH SUBTOTAL: \$0.00

COURIER EXPENSES:

FEDERAL EXPRESS

A) 09/11/14; M. TYSZKO \$9.85

COURIER EXPENSES SUBTOTAL: \$9.85



Brigham Property Rights

Law Firm PLLC

EMERGENCY DOMAINS, PROPERTY RIGHTS, and REAL ESTATE LITIGATION

STYLE: TYSZKO, MICHAEL

INTERNAL FILE #183.00

COSTS INCURRED AS OF: August 2, 2016

MISCELLANEOUS EXPENSES:

REIMBURSEMENTS: BRIGHAM, ANDREW

A) 10/12/15, MILEAGE/MEALS: EXPERT DEPOS \$36.38

B) 10/19/15, MEALS/HOTEL: EXPERT DEPOS \$237.18

C) 10/20/15, MILEAGE/MEALS: EXPERT DEPOS \$89.57

\$363.13

REIMBURSEMENTS: FLEMING, KEN

A) 11/12/13, MILEAGE/LUNCH: PROPERTY INS \$84.47

B) 02/24/14, MILEAGE/LUNCH: INITIAL OFFER \$54.87

\$139.34

MISCELLANEOUS EXPENSES SUBTOTAL

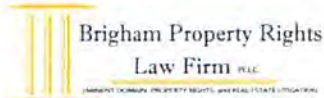
\$502.47

TOTAL COSTS INCURRED:

\$90,007.34

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Initial Invoice



STYLE: TYSZKO, MICHAEL

INTERNAL FILE #183.00

COSTS INCURRED AS OF:

August 2, 2016

EXPERTS:

TROPICAL REALTY APPRAISAL SERVICES

A) 11/11/15, C14041NT-01, PROFESSIONAL SERVICES \$58,797.36

MESIMER AND ASSOCIATES, INC.

A) 11/11/15, INV 15111.012, PROFESSIONAL SERVICES \$13,757.65

P&M CONSULTING GROUP

A) 11/10/15, INV 301, PROFESSIONAL SERVICES \$12,628.70

EXPERTS SUBTOTAL

\$85,183.71

COURT REPORTERS:

ORANGE LEGAL, INC.

A) 10/20/15, INV 224763; MESIMER \$170.05

B) 10/19/15, INV 223265; MURPHY \$163.90

C) 10/12/15, INV 223868; CHAPMAN/KELLY/TYSZKO \$541.00

\$874.95

U.S. LEGAL SUPPORT, INC.

A) 10/12/15, INV 1252496; HARDGROVE \$620.30

B) 10/13/15, INV 1252498L PECK (PRORATED) \$217.97

C) 10/19/15, INV 1254196; PRESSIMONE \$280.00

D) 10/20/15, INV 1254456; NEWTON \$488.25

E) 10/20/15, INV 1256308; CARPENTER/SPEER \$1,273.35

F) 10/12/15, INV 1259729; BYRD \$206.50

\$3,086.37

COURT REPORTERS SUBTOTAL

\$3,961.32

PROCESS SERVERS:

ATTORNEYS LEGAL SERVICES, INC.

A) 09/21/15, INV ALS-2015006811; HORNE DEP \$23.33

B) 09/22/15, INV ALS-2015006813; PECK DEPO \$23.33

C) 09/22/15, INV ALS-2015006812; RUBLE DEP \$23.33

D) 10/12/15, INV ALS-2015007401; NEWTON \$70.00

E) 10/12/15, INV ALS-2015007399; SPEER \$70.00

F) 10/12/15, INV ALS-2015007398; CARPENTER \$70.00

G) 10/12/15, INV ALS-2015007400; PRESSIMONE \$70.00

\$349.99

PROCESS SERVERS SUBTOTAL:

\$349.99

EXHIBIT PREPARATION & RESEARCH:

NONE ON FILE

EXHIBIT PREPARATION & RESEARCH SUBTOTAL:

\$0.00

COURIER EXPENSES:

FEDERAL EXPRESS

A) 09/11/14; M. TYSZKO \$9.85

COURIER EXPENSES SUBTOTAL:

\$9.85



STYLE: TYSZKO, MICHAEL

INTERNAL FILE #183.00

COSTS INCURRED AS OF: **August 2, 2016**

MISCELLANEOUS EXPENSES:

REIMBURSEMENTS: BRIGHAM, ANDREW

A) 10/12/15, MILEAGE/MEALS: EXPERT DEPOS	\$36.38	
B) 10/19/15, MEALS/HOTEL: EXPERT DEPOS	\$237.18	
C) 10/20/15, MILEAGE/MEALS: EXPERT DEPOS	\$89.57	
	-----	\$363.13

REIMBURSEMENTS: FLEMING, KEN

A) 11/12/13, MILEAGE/LUNCH: PROPERTY INS	\$84.47	
B) 02/24/14, MILEAGE/LUNCH: INITIAL OFFER	\$54.87	
	-----	\$139.34

MISCELLANEOUS EXPENSES SUBTOTAL	-----	\$502.47
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TOTAL COSTS INCURRED:	-----	\$90,007.34
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Martin C. Engelmann, Jr., MAI, MRICS
State-Certified General Real Estate Appraiser RZ838



Commercial Appraisers & Consultants



Jon C. Thomas, SRPA
State-Certified General Real Estate Appraiser RZ1696

November 12, 2015

Brigham Property Rights Law Firm
2963 Dupont Avenue, Suite 3
Jacksonville, Florida 32217-2740

Attn: Andrew P. Brigham, Esquire

FOR PROFESSIONAL SERVICES RENDERED

Appraisal Report of:

Parcel 228 (Tyszko)
A .681± Gross/Upland Acre Site
Northwest Corner Of Kelly Park Road
And Plymouth Sorrento Road
Apopka, Orange County, Florida 32712
Our File No.: C14041NT

Federal Tax I.D. No.: 20-1683646

Appraisal Fee:	\$58,797.36
Paid:	<u>\$0.00</u>
Balance:	\$58,797.36

Please remit payment to:

Tropical Realty Appraisal Services
6812 W. Linebaugh Avenue
Tampa, Florida 33625
Attn: Martin C. Engelmann, Jr., MAI, MRICS

Please reference our File No. to ensure proper credit

Payment for services due upon receipt of invoice.
After 30 days a charge of 1.5% per month will be assessed
on the unpaid balance.

Thank you

TAMPA

MIAMI

KEY WEST

ATLANTA

Tropical Realty Appraisal Services
6812 W. Linebaugh Avenue
Tampa, FL 33625

Invoice submitted to:
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217-2740
USA

November 12, 2015
In Reference To: C14041NT
Invoice #1232

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
	<u>Christopher R. Worley, Registered Trainee Appraiser</u>		
10/21/2014	Work session with Engelmann, Kane, Fabian, and Pagliaro regarding status of case.	0.25 135.00/hr	33.75
5/14/2015	Initial subject property inspection along with market area inspection; visit existing residential developments and meet with sales representatives.	4.00 135.00/hr	540.00
6/5/2015	Work session with Mr. Engelmann, Kane, Pagliaro, and Fabian. Continuation of study of site and sale analysis. Clarified assignment to understand all aspects of residential development to ascertain trends in development.	0.50 135.00/hr	67.50
6/9/2015	Reviewed opponent appraisal, identified subject market area, began researching residential market for trend analysis.	3.00 135.00/hr	405.00
6/10/2015	Continued with market research on active selling communities. Created spreadsheet with five active selling or recently sold out communities in Apopka. Include price points, lot sizes, etc.	4.00 135.00/hr	540.00
	SUBTOTAL:	[11.75	1,586.25]
	<u>George Kane, Director of Research</u>		
10/21/2014	Work session with Marty Engelmann, John Fabian, Chris Worley, and Steve	0.50 135.00/hr	67.50

	<u>Hrs/Rate</u>	<u>Amount</u>
Pagliaro regarding case status, project overview, and assignment responsibilities.		
1/16/2015 Work session with Marty Engelmann regarding correspondence with Andrew Brigham's office requesting expert work sessions for January 20, 2015; correspondence with Andrew Brigham's office asking for timeline on January 20, 2015.	0.08 135.00/hr	11.25
1/28/2015 Work session with Andrew Brigham, John Fabian, and Steve Pagliaro regarding case status, trial dates, appraisal exchange dates, and timeline of subject property and history.	0.25 135.00/hr	33.75
5/11/2015 Correspondence with Brigham regarding case update; review correspondence from Brigham's office regarding significant dates and calendar all.	0.08 135.00/hr	11.25
5/12/2015 Work session with Engelmann, Fabian, and Pagliaro regarding case status and significant dates to be calendared; direction from Engelmann on research and analysis to be completed by staff.	0.25 135.00/hr	33.75
5/15/2015 Work session with Brigham regarding case status, appraisal exchange date, project influence, other experts information, interim use, highest and best use, takings, and FDOT appraisal analysis.	0.17 135.00/hr	22.50
6/11/2015 Correspondence with Fabian regarding notice of deposit date and update on draft appraisal.	0.17 135.00/hr	22.50
Correspondence with Reggie Mesimer, Civil Engineer regarding status of his engineering report.	0.08 135.00/hr	11.25
7/3/2015 Sales research consisting of demographic profiles of considered sales inclusive of maps, drive time, aerials, and spreadsheet for comparison purposes.	2.00 135.00/hr	270.00
7/6/2015 Work session with Engelmann regarding draft appraisal due date, other experts draft reports, and land sales research to date.	0.25 135.00/hr	33.75
Correspondence with Mesimer's office regarding timeline of draft engineering report.	0.13 135.00/hr	16.88
7/14/2015 Work session with Fabian and Pagliaro regarding appraisal due date and status of report, correspondence with Engelmann regarding appraisal	0.13 135.00/hr	16.88

	<u>Hrs/Rate</u>	<u>Amount</u>
exchange date.		
7/14/2015 Correspondence with Mesimer's office regarding status of report.	0.13 135.00/hr	16.88
7/15/2015 Correspondence with Mesimer regarding report completion date and notice of deposit, FDOT Carpenter appraisal, and project section map; work session with Mesimer and Patterson regarding project, case status, and report exchange dates.	0.25 135.00/hr	33.75
7/20/2015 Review news articles regarding City of Apopka and new city center; correspondence with Engelmann, Fabian, Pagliaro, and Worley regarding same.	0.13 135.00/hr	16.88
7/21/2015 Work session with Fabian regarding land development code and small single tenant retail users and create spreadsheet of users based on in-house land sales.	0.25 135.00/hr	33.75
Correspondence with real estate developers regarding FAR and users of smaller commercial sites; various work sessions with Fabian regarding before FAR and valuation estimates.	0.50 135.00/hr	67.50
7/23/2015 Various work sessions with Fabian and Pagliaro regarding appraisal report, interim income analysis, and after condition; correspondence with Fabian regarding interim income example for appraisal.	0.33 135.00/hr	45.00
7/24/2015 Correspondence with Engelmann regarding notice of week extension for delivery of expert reports.	0.13 135.00/hr	16.88
7/30/2015 Review before and after valuation of draft appraisal; various work sessions with Fabian regarding draft appraisal.	0.50 135.00/hr	67.50
7/31/2015 Correspondence with Engelmann and Fabian regarding draft appraisal and delivery to Brigham.	0.13 135.00/hr	16.88
Review draft engineering report prepared by Mesimer.	0.25 135.00/hr	33.75
8/1/2015 Interviews with single tenant retail developers regarding demographic research required by end user (tenant); preparation of specific retail demographic information including supply and demand analysis on each of our comparables.	2.00 135.00/hr	270.00

		<u>Hrs/Rate</u>	<u>Amount</u>
8/2/2015	Various work sessions with Engelmann regarding spreadsheet for demographics, traffic counts, physical characteristics, and growth rates on our land sales; produce spreadsheet and edits per Engelmann.	1.00 135.00/hr	135.00
8/3/2015	Work session with Fabian regarding site utility damage studies and after valuation analysis.	0.13 135.00/hr	16.88
	Work session with Brigham regarding his review of our draft appraisal.	0.50 135.00/hr	67.50
8/8/2015	Work session with Engelmann regarding updated CFXs expert reports and filings.	0.13 135.00/hr	16.88
8/17/2015	Work session with Engelmann, Fabian, and Pagliaro regarding due date for our rebuttal report.	0.13 135.00/hr	16.88
8/18/2015	Correspondence with Laing regarding due date for our rebuttal report and CFXs updated expert reports (downloaded to file).	0.13 135.00/hr	16.88
8/25/2015	Various work sessions with Fabian regarding rebuttal of Carpenter's appraisal and new Publix land contract (Horne Property) on Kelly Park Road.	0.25 135.00/hr	33.75
8/26/2015	Correspondence with Andrew Brigham's office regarding DOT's expert rebuttal reports.	0.13 135.00/hr	16.88
	Review Carpenter's rebuttal of TRAS report; work session with Fabian regarding same; review Brigham's motion to continue jury trial for Chapman, effecting Tyszko.	0.25 135.00/hr	33.75
10/14/2015	Deposition preparation consisting of work session with Engelmann regarding file maintenance, damage studies, reinspection of subject and comparable sales, and schedule.	0.13 135.00/hr	16.88
	Deposition preparation consisting of correspondence with Brigham's office regarding petitioner's offer of judgement; review of petitioner's offer of judgement and file.	0.13 135.00/hr	16.88
10/15/2015	Deposition preparation consisting of correspondence with developer and broker of Dollar General site; work session (phone) with Engelmann regarding Dollar General site and additional contact information; work session (phone) with Pagliaro regarding preparation of file for deposition.	0.33 135.00/hr	45.00

		<u>Hrs/Rate</u>	<u>Amount</u>
10/19/2015	Trial preparation consisting of work session (phone) with Engelmann regarding update after his deposition and direction for trial preparation work session scheduled for October 20.	0.20 135.00/hr	27.00
10/20/2015	Trial preparation consisting of work sessions with Engelmann regarding updating scheduled trial dates; correspondence with Brigham's office regarding same.	0.13 135.00/hr	16.88
	Trial preparation consisting of direction to Yvette Daniel regarding copying our entire file data per Sidney Calloway Esquire of Shutts and Bowen after Engelmann's deposition and prepare copies for delivery Brigham's office and DOT attorney's office.	0.50 135.00/hr	67.50
10/21/2015	Trial preparation consisting of review of copied file data per Engelmann after his deposition.	0.50 135.00/hr	67.50
	SUBTOTAL:	[13.26	1,782.07]
	<u>John R. Fabian, State Certified Gen. R. E. Appraiser</u>		
1/28/2015	Work session with A. Brigham, G. Kane and S. Pagliaro regarding status of case	0.13 175.00/hr	23.33
5/14/2015	Subject property inspection and market area inspection	2.00 175.00/hr	350.00
7/14/2015	Work session with Andrew Brigham regarding status of case and appraisal due date.	0.42 175.00/hr	72.92
	Work session with Kane and Pagliaro regarding appraisal due date and status of report.	0.25 175.00/hr	43.75
7/15/2015	Review existing data on case. Prepare report documents and begin draft report. Correspondence with Kane regarding update on Mesimer report completion date.	3.83 175.00/hr	670.83
7/20/2015	Continue writing draft report. Work sessions with S. Pagliaro regarding exhibits and land sales.	8.42 175.00/hr	1,472.92
7/21/2015	Continue writing draft report. Work session with Sue Murphy regarding land planning for the case. Work session with Reggie Mesimer and James Patterson regarding engineering on the case. Work session with S. Pagliaro	9.17 175.00/hr	1,604.17

	<u>Hrs/Rate</u>	<u>Amount</u>
regarding sales.		
7/22/2015 Continue writing draft report.	4.47 175.00/hr	781.67
7/24/2015 Continue writing draft report. Work session with S. Pagliaro regarding sales.	7.75 175.00/hr	1,356.25
7/31/2015 Review Mesimer's engineering report. Make edits to our report based on Mesimer data. Work session with A. Brigham regarding timing of draft report.	2.88 175.00/hr	504.58
8/3/2015 Work session with George Kane regarding site utility damage studies and after valuation analysis.	0.13 175.00/hr	21.88
8/17/2015 Correspondence with Kane on due date for rebuttal report.	0.13 175.00/hr	21.88
8/19/2015 Prepare draft rebuttal letter of and on Carpenters reports.	4.88 175.00/hr	854.58
8/20/2015 Continue writing rebuttal letter regarding Carpenter reports. Work session with Engelmann.	3.05 175.00/hr	533.41
8/21/2015 Review edits from S. Pagliaro, prepare draft for client.	0.50 175.00/hr	87.50
8/25/2015 Work session with A. Brigham regarding rebuttal letter. Review Motion to Continue document regarding Chapman case and discuss how it relates to Tysko. Prepare final version of rebuttal letter.	2.25 175.00/hr	393.75
Work sessions with Kane on Walter Carpenter's rebuttal and Publix contract (Horne Property) on Kelly Park Road.	0.25 175.00/hr	43.75
10/14/2015 Work session with Engelmann and Pagliaro regarding deposition preparation.	0.75 175.00/hr	131.25
10/15/2015 Deposition preparation regarding review of rebuttal letters from CFX experts.	2.50 175.00/hr	437.50
10/17/2015 Prepare outlines for Engelmann regarding rebuttal letters from Carpenter, Hargrave and McIntosh. Review subject report and research additional data on Wekiva Parkway Interchange Vision Plan.	5.83 175.00/hr	1,020.83
10/18/2015 Deposition preparation with Engelmann and Pagliaro regarding additional support for sales, affirmation of Wekiva Interchange Vision Plan and strategy for deposition.	5.75 175.00/hr	1,006.25

		<u>Hrs/Rate</u>	<u>Amount</u>
SUBTOTAL:		[65.34	11,433.00]
	<u>Martin C. Engelmann, Jr., MAI</u>		
		0.50	
6/17/2014	Work session with Steve Pagliaro containing details of the subject property; review executive summary.	365.00/hr	182.50
		4.50	
6/24/2014	Conduct initial inspection of subject property, market area, along with preliminary land sales with Steve Pagliaro.	365.00/hr	1,642.50
		0.25	
10/3/2014	Work session with Andrew Brigham, Esquire, and Steve Pagliaro regarding case matters.	365.00/hr	91.25
		0.50	
10/7/2014	Work session with John Fabian and Steve Pagliaro.	365.00/hr	182.50
		0.13	
10/21/2014	Work session with John Fabian, Steve Pagliaro, George Kane and Chris Worley regarding case status.	365.00/hr	45.63
		0.13	
1/16/2015	Work session with George Kane.	365.00/hr	45.63
		0.06	
4/23/2015	Work session with George Kane.	365.00/hr	21.29
		0.50	
5/11/2015	Work session with George Kane, John Fabian, Chris Worley and Steve Pagliaro regarding tasks, schedules, etc.	365.00/hr	182.50
		0.25	
5/12/2015	Work session with Kane, Fabian, and Pagliaro regarding case status and significant dates to be calendared; direction given on research and analysis to be completed by staff.	365.00/hr	91.25
		0.13	
5/15/2015	Correspondence with George Kane regarding status of property research.	365.00/hr	45.63
		0.13	
6/11/2015	Correspondence with John Fabian.	365.00/hr	45.63
		0.13	
6/12/2015	Correspondence with George Kane regarding status of predicate expert draft reports.	365.00/hr	45.63
		0.25	
6/16/2015	Work session with George Kane regarding all permitted DRIs in the subject area.	365.00/hr	91.25

	<u>Hrs/Rate</u>	<u>Amount</u>
7/6/2015 Work session with George Kane.	0.25 365.00/hr	91.25
7/14/2015 Correspondence with Counsel's assistant regarding witness report exchange date; correspondence with Kane regarding same.	0.13 365.00/hr	45.63
7/15/2015 Work session with Kane regarding update on Mesimer report completion date.	0.13 365.00/hr	45.63
7/24/2015 Correspondence with Counsel regarding extension of date of exchange of expert reports.	0.13 365.00/hr	45.63
8/7/2015 Work session with Counsel regarding receipt of experts' reports from Hardgrave, Walter Carpenter's July 2015 updated appraisal, Newton, Spear and Petikowski, Notice of Exchange of expert reports and download all files for review.	1.00 365.00/hr	365.00
8/19/2015 Correspondence with Counsel's assistant regarding dates pertinent to trial.	0.13 365.00/hr	45.63
8/21/2015 Correspondence with John Fabian regarding rebuttal letter send to Counsel.	0.13 365.00/hr	45.63
8/25/2015 Work session with John Fabian regarding Publix contract on Kelly Park Road.	0.13 365.00/hr	45.63
8/26/2015 Correspondence with Counsel regarding receipt of CFX's rebuttal reports.	0.13 365.00/hr	45.63
10/6/2015 Correspondence with Counsel's assistant confirming my deposition scheduled for October 19 at 3 PM at offices of Shutts & Bowen.	0.13 365.00/hr	45.63
10/14/2015 Reinspection of market area, subject property, TRAS comparable land sales and Walter Carpenter land sales with Steve Pagliaro.	7.00 365.00/hr	2,555.00
10/17/2015 Various work sessions with Steve Pagliaro and John Fabian; re read TRAS appraisal.	4.00 365.00/hr	1,460.00
10/18/2015 Various work sessions with Steve Pagliaro, George Kane and John Fabian. Review deposition transcript of Robert Peck and Ellen Hardgrove. Read 9/24/15 hearing transcript.	10.00 365.00/hr	3,650.00
10/19/2015 Various work sessions with Steve Pagliaro, George Kane and John Fabian; attend deposition per subpoena in Orlando at law offices of Shutts & Bowen	10.00 365.00/hr	3,650.00

		<u>Hrs/Rate</u>	<u>Amount</u>
10/20/2015	Begin process of re-verifying all of Walter Carpenters land sales. Re-verify all TRAS land sales.	1.50 365.00/hr	547.50
10/21/2015	Further land sales verification process.	1.50 365.00/hr	547.50
11/10/2015	Correspondence with Counsel's assistant requesting invoice for settlement negotiations.	0.13 365.00/hr	45.63
SUBTOTAL:		[43.88	15,990.11]
<u>Stephen M. Pagliaro, State Certified Gen. R. E. Appraiser</u>			
1/15/2014	Correspondence with counsel's office regarding the Wekiva Parkway takings, including subject property information, project aerial, deeds, etc. Copy for file.	0.50 155.00/hr	77.50
2/15/2014	Review data sent from Counsel; begin initial subject property research.	1.50 155.00/hr	232.50
2/26/2014	Continued subject property research; research of the Wekiva Parkway roadway project.	1.50 155.00/hr	232.50
3/18/2014	Research of the surrounding ownership, namely the Project Orlando, LLC acquisitions.	2.00 155.00/hr	310.00
3/19/2014	Research of Project Orlando, LLC ownership and affiliate companies acquisitions.	2.00 155.00/hr	310.00
3/24/2014	Continued research of the Wekiva Parkway Project.	2.00 155.00/hr	310.00
4/17/2014	Initial inspection of the subject property and surrounding market area; attending the inspection was Andrew Brigham, counsel, Trevor Hutson, counsel, Ken Fleming, Sue Murphy, Land Planner and the property owner Mike Tyszko.	4.00 155.00/hr	620.00
4/18/2014	Sales and market area research. Continue research of Project Orlando land assemblages purchases.	2.00 155.00/hr	310.00
4/22/2014	Sales and market area research. Continue research of the Project Orlando land assemblage purchases.	2.00 155.00/hr	310.00

		<u>Hrs/Rate</u>	<u>Amount</u>
4/24/2014	Correspondence with counsel's office regarding the Expressway/Carpenters November 2013 report of the subject (Tyszek) property.	0.25 155.00/hr	38.75
4/25/2014	Research of the surrounding subdivisions and commercial developments.	2.25 155.00/hr	348.75
4/26/2014	Continued research of the surrounding subdivisions and commercial developments.	1.25 155.00/hr	193.75
5/5/2014	Continued research of the surrounding subdivisions and commercial developments.	1.25 155.00/hr	193.75
5/9/2014	Initial research of interchange locations for possible study; initial research of corner commercial locations.	3.00 155.00/hr	465.00
6/17/2014	Prepare initial subject property executive summary document for Engelmann's review.	1.75 155.00/hr	271.25
	Correspondence with counsel's office regarding information consisting of a copy of an appraisal previously performed on the subject property and other subject property data; send information to Engelmann for his review.	0.75 155.00/hr	116.25
6/24/2014	Re-inspection of the subject property and surrounding market area with Marty Engelmann, along with preliminary land sales.	4.50 155.00/hr	697.50
10/3/2014	Work session with Andrew Brigham, counsel and Mary Engelmann regarding the various case matters.	0.50 155.00/hr	77.50
	Online sales and market area research; additional research of the Wekiva Expressway project.	2.00 155.00/hr	310.00
10/7/2014	Review file and outline the sales research to date and additional research needed; identify existing and proposed subdivisions within the market area.	2.50 155.00/hr	387.50
10/21/2014	Work session with Marty Engelmann, John Fabian, George Kane and Chris Worley regarding case status and division of tasks.	0.25 155.00/hr	38.75
5/11/2015	Work session with Marty Engelmann, John Fabian, George Kane and Chris Worley regarding the case and updated schedule and the assignment of tasks.	0.58 155.00/hr	90.42

	<u>Hrs/Rate</u>	<u>Amount</u>
5/12/2015 Work session with Engelmann, Fabian, and Kane regarding case status and dates to be calendared; direction from Engelmann on research and analysis to be completed by staff.	0.25 155.00/hr	38.75
5/13/2015 Prepare subject and market area inspection packet for John Fabian and Chris Worley's inspection of the subject property and surrounding area.	1.85 155.00/hr	286.75
5/21/2015 Initial workbook setup and edit to the executive summary	4.85 155.00/hr	751.75
5/22/2015 Begin review and summary of CFX/Carpenter report for rebuttal purposes.	4.92 155.00/hr	762.08
5/27/2015 Edits to workbook and summary; research of commercial land sales for consideration for analysis; work session with John Fabian regarding the case.	2.85 155.00/hr	441.75
5/28/2015 Continue with land sales research of interchange locations.	3.00 155.00/hr	465.00
5/29/2015 Edits to workbook and edits to the executive summary. Work session with John Fabian regarding the case.	2.25 155.00/hr	348.75
6/2/2015 Work session with Martin C. Engelmann, Jr., MAI, John Fabian and George Kane regarding the case, status of the draft and the assignment of additional tasks.	0.25 155.00/hr	38.75
6/4/2015 Research of land sales proximate to Interchanges and analyze the time line to development.	2.00 155.00/hr	310.00
6/5/2015 Research of land sales proximate to Interchanges and analyze the time line to development; identify the DRI's in the area and detail; residential market survey of rooftops from 2007 and present. Create exhibits.	1.50 155.00/hr	232.50
6/9/2015 Commercial land sales research.	1.00 155.00/hr	155.00
6/12/2015 Land sales research and edits to database information, edits to the mapping file. Continued research of the DRI's and PD's in the market area.	1.00 155.00/hr	155.00
Work session with John Fabian the sales and market area research and direction moving forward.	0.25 155.00/hr	38.75

	<u>Hrs/Rate</u>	<u>Amount</u>
6/13/2015 Work session with John Fabian regarding the potential land sales and edits to the data base information.	0.25 155.00/hr	38.75
6/14/2015 Continued land sales and market area research; edits to data base and mapping information.	2.00 155.00/hr	310.00
6/18/2015 Continued land sales and market area research. Edits to data base and mapping information. Initial draft of DRI and PD locations and development for inclusion in the analysis. Research of the Central Florida Regional Planning Counsel and the Department of Economic Opportunity's web sites for pertinent data.	1.00 155.00/hr	155.00
6/20/2015 Continue with draft of the developments along the "Beltway". Work session with John Fabian on status of research and direction moving forward.	3.00 155.00/hr	465.00
6/21/2015 Edits to draft of the developments along the "Beltway". Add additional sites to the GIS mapping file.	2.50 155.00/hr	387.50
6/22/2015 Map out and label the major intersections; confirm the proposed building sizes of the sales considered for FAR; confirm considered sales.	3.00 155.00/hr	465.00
6/23/2015 Work session with John Fabian regarding the sales and ongoing confirmations; continue the mapping and labeling of the major intersections to show development patterns; continue with confirmations	3.00 155.00/hr	465.00
6/24/2015 Work session with John Fabian regarding the sales and ongoing confirmations; edits to the data base information	3.00 155.00/hr	465.00
6/28/2015 Research of signalized corner locations; edits to data base and mapping information.	2.92 155.00/hr	452.08
6/29/2015 Further sales research of signalized corner locations.	5.92 155.00/hr	917.08
6/30/2015 Further review of CFX/Carpenter land sales considered in the report for rebuttal purposes. Verification and confirmation of details.	4.00 155.00/hr	620.00
7/1/2015 Further review of and confirmation of CFX/Carpenter land sales considered in the report for rebuttal purposes.	2.50 155.00/hr	387.50

	<u>Hrs/Rate</u>	<u>Amount</u>
7/1/2015 Further sales research of signalized corner locations.	3.50 155.00/hr	542.50
7/2/2015 In house sales research of signalized corner locations within the metro Orlando area.	3.50 155.00/hr	542.50
Work session with Kane regarding development trends within the subjects trade area and other trade areas in and around the beltway. Prep for and attend work session with Andrew Brigham, counsel Marty Engelmann and John Fabian regarding case.	2.50 155.00/hr	387.50
7/7/2015 Continued with sales research of signalized corner locations within the metro Orlando area.	3.50 155.00/hr	542.50
7/14/2015 Work session with Fabian and Kane regarding sales research and rebuttal report preparation and exchange dates.	0.13 155.00/hr	19.38
Further sales research of prominent corner location proximate to interchanges and intense commercial development.	3.84 155.00/hr	595.46
Continue with the sales research of corner locations proximate to interchanges	3.42 155.00/hr	529.58
7/15/2015 Correspondence with Kane regarding update on Mesimer's draft engineering report.	0.13 155.00/hr	19.38
7/20/2015 Work session with Sue Murphy, land planner regarding the construction plans and affect of the taking. Multiple work sessions with John Fabian regarding the draft and exhibits to be included in appraisal report.	2.83 155.00/hr	439.17
7/21/2015 Work session with John Fabian regarding exhibits to be included in the report.	1.50 155.00/hr	232.50
Edits to considered land sale for John Fabian review.	1.50 155.00/hr	232.50
7/22/2015 Edits to considered land sale based on ongoing verification and confirmations.	2.50 155.00/hr	387.50
7/23/2015 Work session with Andrew Brigham, counsel and James Patterson, engineer regarding the case and time frames for expert reports.	0.50 155.00/hr	77.50

	<u>Hrs/Rate</u>	<u>Amount</u>
7/23/2015 Correspondence with property owner regarding the rental of the single family home on the subject property.	0.25 155.00/hr	38.75
Review and edit to the draft analysis	2.25 155.00/hr	348.75
7/24/2015 Review and edit to the draft analysis. Work session with John Fabian regarding the sales. Continue with the verifications.	2.00 155.00/hr	310.00
7/31/2015 Review Mesimer's engineering report; review and edit to the draft analysis.	1.00 155.00/hr	155.00
8/3/2015 Research of the land sales along Rock Springs Road	1.75 155.00/hr	271.25
8/17/2015 Correspondence with Kane regarding due date for rebuttal report.	0.13 155.00/hr	19.38
8/21/2015 Review and edit rebuttal letter.	1.75 155.00/hr	271.25
10/9/2015 Review and organize file in preparation for deposition.	5.75 155.00/hr	891.25
10/12/2015 Work session with Engelmann regarding the case	0.83 155.00/hr	129.17
10/14/2015 Re inspection of the subject and the surrounding market area with Engelmann; re inspection of the sales utilized; re inspection of CFX/Carpenter sales	7.00 155.00/hr	1,085.00
10/15/2015 Work sessions with Engelmann and Fabian regarding case	4.75 155.00/hr	736.25
10/16/2015 Work sessions with Engelmann and Fabian regarding case	5.00 155.00/hr	775.00
10/17/2015 Work sessions with Engelmann and Fabian regarding case	5.00 155.00/hr	775.00
10/18/2015 Work sessions with Engelmann and Fabian regarding case; create exhibits/maps for the sales used in the prior beltway appraisals	5.00 155.00/hr	775.00
10/19/2015 Deposition preparation with Engelmann, Fabian and Kane regarding case and additional support for sales and strategy for deposition. Map out distances between the interchanges along the beltway. Reconfirmation with Engelmann of the sales along Rock Springs Road.	3.50 155.00/hr	542.50

	<u>Hrs/Rate</u>	<u>Amount</u>
10/20/2015 Review and label all photos from recent inspection and add to file; send copy of said photos to Ken Fleming	1.50 155.00/hr	232.50
10/26/2015 Reconfirmation with Engelmann of Family Dollar and O'Reilly land sales on Rock Springs Road with the seller; enter sales information into database	2.00 155.00/hr	310.00
10/27/2015 Trial preparation consisting of work sessions with Engelmann, Fabian and Kane; confirm zoning and land use changes of Carpenter land sales and summarize confirmations for Engelmann's review prior to transmitting to Andrew Brigham; Research of the land sale in the SE/c of Kelly Park Road and Plymouth Sorrento Road; call to Sarah Pinkepank at Heyward Cantrell's office for possible contact information	2.75 155.00/hr	426.25
10/30/2015 Research and detail for file the number of parcels and acreage Project Orlando has purchased; instruction to Poulos to locate all the schools in the subject area.	1.75 155.00/hr	271.25
SUBTOTAL:	[180.70	28,005.93]
For professional services rendered	314.93	\$58,797.36
Balance due		<u>\$58,797.36</u>



November 11, 2015

Mr. Andrew P. Brigham
Brigham Property Rights Law Firm, PLLC
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217-2740

In Reference To: Tyszko
Parcel 228
3001 West Kelly Park Road
Apopka, Florida 32712

Invoice # 15111.012

Professional Services Rendered:

	<u>Hours</u>	<u>Amount</u>
<u>James D. Patterson</u>		
7/15/2015 Review FDOT's appraisal report; review plans and right-of-way maps; begin preparation of report	3.75	656.25
7/16/2015 Review legal descriptions for size and closure; prepare drawing showing existing property	3.50	612.50
7/17/2015 Prepare drawing of existing and future property and roadways	4.25	743.75
7/20/2015 Prepare drawing showing future property, roadways and intersection	2.50	437.50
7/21/2015 Review appraisal; review Orange County Land Development Code	2.50	437.50
7/22/2015 Field review to take detailed measurements and photographs; reduce field notes	6.50	1,137.50
7/23/2015 Prepare drawing showing property and roadways; prepare report and analysis	4.00	700.00
7/24/2015 Prepare report and analysis	4.50	787.50
8/3/2015 Publish final report	0.50	87.50
10/19/2015 Prepare exhibits and drawings for deposition	3.50	612.50

Continued on next page

Consulting Engineers and Planners

4738 CENTRAL AVENUE • ST. PETERSBURG, FLORIDA 33711
(727) 894-8589 • FAX (727) 898-4937

Mr. Andrew P. Brigham

Page 2

	<u>Hours</u>	<u>Amount</u>
10/20/2015 Research zoning and Land Development Codes for access in Orange County and City of Apopka	2.00	350.00
<i>Subtotal:</i>	<u>37.50</u>	<u>6,562.50</u>

Reginald Mesimer, P.E.

2/11/2015 Conference with Mr. Brigham to review and discuss case issues	0.75	168.75
7/15/2015 Begin preparation of analysis and report; conference with Mr. Kane to discuss case issues	2.75	618.75
7/16/2015 Coordinate drafting of existing property and improvements; review legal descriptions	3.00	675.00
7/17/2015 Coordinate preparation of drawing showing future property and roadways; review and evaluate site impacts	2.25	506.25
7/21/2015 Prepare for and participate in conference with Mr. Pagliaro to discuss site impacts	1.50	337.50
7/22/2015 Coordinate field review; prepare report	3.00	675.00
7/23/2015 Coordinate preparation of exhibits; prepare report and analysis	3.25	731.25
7/24/2015 Prepare report and analysis	4.50	1,012.50
10/19/2015 Prepare for deposition	3.75	843.75
10/20/2015 Field review and property inspection; prepare for and attend deposition in Orlando	6.50	1,462.50
<i>Subtotal:</i>	<u>31.25</u>	<u>7,031.25</u>

Total Professional Services:

68.75 \$13,593.75

Expenses:

Mileage	153.90
Parking	10.00

Total Expenses:

\$163.90

Employee Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
James D. Patterson	37.50	175.00	\$6,562.50

Continued on next page

Mr. Andrew P. Brigham

Page 3

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Reginald Mesimer, P.E.	31.25	225.00	\$7,031.25

Amount

AMOUNT DUE THIS INVOICE:

\$13,757.65



INVOICE

From **P&M Consulting Group**
501 W Euclid Ave.
Tampa, FL 33602

Invoice For **Brigham Property Rights Law Firm**
2963 Dupont Ave., Ste 3
Jacksonville, FL 32217

Invoice ID **301**
Issue Date 11/10/2015
Due Date 11/10/2015 (upon receipt)

Subject **Michael Tyszko**

Item Type	Description	Quantity	Unit Price	Amount
Service Consulting	Michael Tyszko - 04/08/2014 - expert witness / Sue Murphy: Begin review of property information and project overview	0.50	\$250.00	\$125.00
Service Consulting	Michael Tyszko - 04/09/2014 - expert witness / Sue Murphy: Review Expressway Authority appraisal	1.20	\$250.00	\$300.00
Service Consulting	Michael Tyszko - 04/17/2014 - expert witness / Sue Murphy: Meet on site with client and team	3.00	\$250.00	\$750.00
Service Consulting	Michael Tyszko - 05/02/2014 - expert witness / Sue Murphy: Research Wekiva land use docs and agreements, Kelly Park DRI (partial time)	1.50	\$250.00	\$375.00
Service Consulting	Michael Tyszko - 10/08/2014 - expert witness / Sue Murphy: Review background documents and appraisal	1.00	\$250.00	\$250.00
Service Consulting	Michael Tyszko - 10/13/2014 - expert witness / Sue Murphy: Meet with Apopka on land use issues, research area projects	1.60	\$250.00	\$400.00
Service Consulting	Michael Tyszko - 10/22/2014 - expert witness / Sue Murphy: Begin draft planning report	1.20	\$250.00	\$300.00
Service Consulting	Michael Tyszko - 07/15/2015 - expert witness / Sue Murphy: Begin review of Pinel and Carpenter appraisal	0.70	\$250.00	\$175.00
Service Consulting	Michael Tyszko - 07/16/2015 - expert witness / Sue Murphy: Work on planning report	2.00	\$250.00	\$500.00
Service Consulting	Michael Tyszko - 07/17/2015 - expert witness / Sue Murphy: Work on planning report	1.50	\$250.00	\$375.00
Service Consulting	Michael Tyszko - 07/20/2015 - expert witness / Sue Murphy: Work on draft planning report	6.50	\$250.00	\$1,625.00
Service Consulting	Michael Tyszko - 07/27/2015 - expert witness / Sue Murphy: Telecom with Tropical Realty	0.20	\$250.00	\$50.00

Item Type	Description	Quantity	Unit Price	Amount
Service Consulting	Michael Tyszko - 07/28/2015 - expert witness / Sue Murphy: Work on planning report	2.60	\$250.00	\$650.00
Service Consulting	Michael Tyszko - 07/31/2015 - expert witness / Sue Murphy: Review Mesimer report	0.60	\$250.00	\$150.00
Service Consulting	Michael Tyszko - 08/17/2015 - expert witness / Sue Murphy: Review Central Fl. Expressway Authority reports	1.00	\$250.00	\$250.00
Service Consulting	Michael Tyszko - 08/18/2015 - expert witness / Sue Murphy: Finish review of CFEA appraisals	0.50	\$250.00	\$125.00
Service Consulting	Michael Tyszko - 08/19/2015 - expert witness / Sue Murphy: Case planning conference call with A Brigham; several calls to Apopka on new development	1.50	\$250.00	\$375.00
Service Consulting	Michael Tyszko - 08/20/2015 - expert witness / Sue Murphy: Several telecoms with City, research Fowlers Grove shopping center, prepare rebuttal report, review Newsome and Hargrove updated reports, telecom with A Brigham, prep memo on telecom with D. Moon	5.60	\$250.00	\$1,400.00
Service Consulting	Michael Tyszko - 08/25/2015 - expert witness / Sue Murphy: Final and send rebuttal report and memo on discussion with D. Moon	0.40	\$250.00	\$100.00
Service Consulting	Michael Tyszko - 08/27/2015 - expert witness / Sue Murphy: Begin review of Expressway Authority rebuttals	1.00	\$250.00	\$250.00
Service Consulting	Michael Tyszko - 09/16/2015 - expert witness / Sue Murphy: Research Renaissance Center DA	0.30	\$250.00	\$75.00
Service Consulting	Michael Tyszko - 10/08/2015 - expert witness / Sue Murphy: Telecom with A Brigham on case planning	0.90	\$250.00	\$225.00
Service Consulting	Michael Tyszko - 10/12/2015 - expert witness / Sue Murphy: Deposition preparation	2.50	\$250.00	\$625.00
Service Consulting	Michael Tyszko - 10/13/2015 - expert witness / Sue Murphy: Deposition preparation	5.80	\$250.00	\$1,450.00
Service Consulting	Michael Tyszko - 10/14/2015 - expert witness / Sue Murphy: Telecom with Andrew Brigham on deposition issues	0.80	\$250.00	\$200.00
Service Consulting	Michael Tyszko - 10/19/2015 - expert witness / Sue Murphy: Deposition preparation and attend deposition	5.60	\$250.00	\$1,400.00
Product	Michael Tyszko - 04/17/2014 - Mileage / Sue Murphy: Partial mileage for area visit 60 miles@.55/mi	60.00	\$0.55	\$33.00
Product	Michael Tyszko - 10/23/2015 - Mileage / Sue Murphy	174.00	\$0.55	\$95.70

Item Type	Description	Quantity	Unit Price	Amount
			Subtotal	\$12,628.70
			Retainer Payments	-\$500.00
			Amount Due	\$12,128.70



Andrew Prince Brigham, Esquire
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.
224763	10/30/2015	247940
Job Date	Case No.	
10/20/2015	2014CA0035900	
Case Name		
Central Florida Expressway Authority vs. Michael Tyszko, et al.		
Payment Terms		
Net 30		

CLIENT# _____ NAME TYBULO MATTER# _____

REASON FOR CHARGES _____

1 CERTIFIED COPY OF TRANSCRIPT OF:

Reginald V. Mesimer, P.E.

ASCII, Condensed

Delivery, Shipping and Handling

E-mail transcript

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POSTED IN PL BY _____

PD. DATE _____

CK# _____

DATE _____

AMT _____

30.00 Pages

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TOTAL DUE >>>

\$170.05

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Tax ID: 59-2754282

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Andrew Prince Brigham, Esquire
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

Job No. : 247940 BU ID : Central FL
Case No. : 2014CA0035900
Case Name : Central Florida Expressway Authority vs.
Michael Tyszko, et al.
Invoice No. : 224763 Invoice Date : 10/30/2015
Total Due : \$ 170.05

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

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2963 Dupont Avenue
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INVOICE

Invoice No.	Invoice Date	Job No.
223265	10/30/2015	247999
Job Date	Case No.	
10/19/2015	2014CA0035900	
Case Name		
Central Florida Expressway Authority vs. Michael Tyszko, et al.		
Payment Terms		
Net 30		

Martin Engelmann

Estimated # of Pages 53.00 0.00

1 CERTIFIED COPY OF TRANSCRIPT OF:

Sue Murphy 33.00 Pages 108.90

ASCII, Condensed 35.00

Delivery, Shipping and Handling 20.00

E-mail transcript 0.00

TOTAL DUE >>> \$163.90

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Job No. : 247999 BU ID : Central FL
Case No. : 2014CA0035900
Case Name : Central Florida Expressway Authority vs.
Michael Tyszko, et al.
Invoice No. : 223265 Invoice Date : 10/30/2015
Total Due : \$163.90

Andrew Prince Brigham, Esquire
Brigham Property Rights Law Firm
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INVOICE

Invoice No.	Invoice Date	Job No.
223868	10/30/2015	247890
Job Date	Case No.	
10/12/2015	2014CA0035900	
Case Name		
Central Florida Expressway Authority vs. Michael Tyszko, et al.		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Charles Chapman	60.00 Pages	177.00
ASCII, Condensed		35.00
Exhibit Charge - Per Page for Color Copies	3.00	3.00
Delivery, Shipping and Handling		20.00
E-mail transcript		0.00

1 CERTIFIED COPY OF TRANSCRIPT OF:

William Kelly	37.00 Pages	109.15
ASCII, Condensed		35.00

1 CERTIFIED COPY OF TRANSCRIPT OF:

Michael Tyszko	43.00 Pages	126.85
ASCII, Condensed		35.00

TOTAL DUE >>> \$541.00

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Tax ID: 59-2754282

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Brigham Property Rights Law Firm
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Jacksonville, FL 32217

Job No. : 247890 BU ID : Central FL
Case No. : 2014CA0035900
Case Name : Central Florida Expressway Authority vs.
Michael Tyszko, et al.
Invoice No. : 223868 Invoice Date : 10/30/2015
Total Due : \$541.00

Remit To: **Orange Legal, Inc.** **1-800-275-7991**
633 East Colonial Drive
Orlando, FL 32803

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Amount to Charge: _____
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Email: _____



Andrew Prince Brigham, Esquire
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.
223868	10/30/2015	247890
Job Date	Case No.	
10/12/2015	2014CA0035900	
Case Name		
Central Florida Expressway Authority vs. Michael Tyszko, et al.		
Payment Terms		
Net 30		

collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282

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Andrew Prince Brigham, Esquire
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

Job No. : 247890 BU ID : Central FL
Case No. : 2014CA0035900
Case Name : Central Florida Expressway Authority vs.
Michael Tyszko, et al.
Invoice No. : 223868 Invoice Date : 10/30/2015
Total Due : \$541.00

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

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INVOICE

U.S. Legal Support, Inc.
20 North Orange Avenue
Suite 1209
Orlando FL 32801
Phone:407-649-9193 Fax:407-245-7099

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Invoice No.	Invoice Date	Job No.
1252496	10/22/2015	1333820
Job Date	Case No.	
10/12/2015	2014CA0035900	
Case Name		
Central Florida Expressway Authority vs. Michael Tyszko		
Payment Terms		
Due upon receipt		

ORIGINAL TRANSCRIPT OF:

Ellen Hardgrove	74.00	Pages	@	4.00	296.00
Attendance - First Hour				75.00	75.00
Additional Hour(s)	2.00		@	52.50	105.00
E-cd Litigation Support Package				39.00	39.00
Condensed Transcript				19.50	19.50
Processing/Archival/Delivery				45.00	45.00
Ellen Hardgrove Exhibit					
Exhibit	68.00	Pages	@	0.60	40.80

TOTAL DUE >>> **\$620.30**
 AFTER 12/6/2015 PAY \$682.33
(-) Payments/Credits: 0.00
(+) Finance Charges/Debits: 0.00
(=) New Balance: **620.30**

Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Phone: 904-730-9001 Fax:904-733-7633

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Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Job No. : 1333820 BU ID :55-ORLAN
 Case No. : 2014CA0035900
 Case Name : Central Florida Expressway Authority vs.
 Michael Tyszko
 Invoice No. : 1252496 Invoice Date :10/22/2015
Total Due : \$ 620.30

Remit To: **U.S. Legal Support, Inc.**
P.O. Box 4772-12
Houston TX 77210-4772

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
 Card Number: _____
 Exp. Date: _____ Phone#: _____
 Billing Address: _____
 Zip: _____ Card Security Code: _____
 Amount to Charge: _____
 Cardholder's Signature: _____

INVOICE

U.S. Legal Support, Inc.
20 North Orange Avenue
Suite 1209
Orlando FL 32801
Phone:407-649-9193 Fax:407-245-7099

Invoice No.	Invoice Date	Job No.
1252498	10/23/2015	1333805
Job Date	Case No.	
10/13/2015	2014CA0036410,2014CA0036760	
Case Name		
Central Florida Expressway Authority vs. Robert Strier		
Payment Terms		
Due upon receipt		

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

ORIGINAL TRANSCRIPT OF:

Robert Peck	110.00	Pages	@	4.00	440.00
Attendance - First Hour				75.00	75.00
Additional Hour(s)	1.50		@	52.50	78.75
Processing/Archival/Delivery				45.00	45.00
Robert Peck					
Exhibit	19.00	Pages	@	0.60	11.40
Exhibits - Color	3.00	Pages	@	1.25	3.75
TOTAL DUE >>>					\$653.90
AFTER 12/7/2015 PAY					\$719.29
(-) Payments/Credits:					0.00
(+) Finance Charges/Debits:					0.00
(=) New Balance:					653.90

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Tax ID: 76-0523238

Phone: 904-730-9001 Fax:904-733-7633

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Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Job No. : 1333805 BU ID : 55-ORLAN
Case No. : 2014CA0036410,2014CA0036760
Case Name : Central Florida Expressway Authority vs. Robert Strier
Invoice No. : 1252498 Invoice Date : 10/23/2015
Total Due : \$ 653.90

Remit To: **U.S. Legal Support, Inc.**
P.O. Box 4772-12
Houston TX 77210-4772

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____

INVOICE

U.S. Legal Support, Inc.
20 North Orange Avenue
Suite 1209
Orlando FL 32801
Phone:407-649-9193 Fax:407-245-7099

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Invoice No.	Invoice Date	Job No.
1254196	10/26/2015	1333807
Job Date	Case No.	
10/19/2015	2014CA0035900	
Case Name		
Central Florida Expressway Authority vs. Michael Tyszko		
Payment Terms		
Due upon receipt		

ORIGINAL TRANSCRIPT OF:

Glenn Pressimone, P.E.

Attendance - First Hour

Processing/Archival/Delivery

40.00	Pages	@	4.00	160.00
			75.00	75.00
			45.00	45.00

TOTAL DUE >>>	\$280.00
AFTER 12/10/2015 PAY	\$308.00
(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	280.00

Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Phone: 904-730-9001 Fax:904-733-7633

Please detach bottom portion and return with payment.

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Job No. : 1333807 BU ID : 55-ORLAN
Case No. : 2014CA0035900
Case Name : Central Florida Expressway Authority vs.
Michael Tyszko
Invoice No. : 1254196 Invoice Date : 10/26/2015
Total Due : \$ 280.00

Remit To: **U.S. Legal Support, Inc.**
P.O. Box 4772-12
Houston TX 77210-4772

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____

Card Number: _____

Exp. Date: _____ Phone#: _____

Billing Address: _____

Zip: _____ Card Security Code: _____

Amount to Charge: _____

Cardholder's Signature: _____

INVOICE

U.S. Legal Support, Inc.
20 North Orange Avenue
Suite 1209
Orlando FL 32801
Phone:407-649-9193 Fax:407-245-7099

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Invoice No.	Invoice Date	Job No.
1254456	10/26/2015	1333812
Job Date	Case No.	
10/20/2015	2014CA0035900	
Case Name		
Central Florida Expressway Authority vs. Michael Tyszko		
Payment Terms		
Due upon receipt		

ORIGINAL TRANSCRIPT OF:

Jeffrey Newton	45.00	Pages	@	4.00	180.00
2-Day Expedited Transcript					162.00
Attendance - First Hour				75.00	75.00
Additional Hour(s)	0.50		@	52.50	26.25
Processing/Archival/Delivery				45.00	45.00

TOTAL DUE >>>	\$488.25
AFTER 12/10/2015 PAY	\$537.08
(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	488.25

Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Phone: 904-730-9001 Fax:904-733-7633

Please detach bottom portion and return with payment.

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Job No. : 1333812 BU ID : 55-ORLAN
Case No. : 2014CA0035900
Case Name : Central Florida Expressway Authority vs.
Michael Tyszko
Invoice No. : 1254456 Invoice Date : 10/26/2015
Total Due : \$ 488.25

Remit To: **U.S. Legal Support, Inc.**
P.O. Box 4772-12
Houston TX 77210-4772

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____

INVOICE

U.S. Legal Support, Inc.
20 North Orange Avenue
Suite 1209
Orlando FL 32801
Phone:407-649-9193 Fax:407-245-7099

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Invoice No.	Invoice Date	Job No.
1256308	10/30/2015	1333812
Job Date	Case No.	
10/20/2015	2014CA0035900	
Case Name		
Central Florida Expressway Authority vs. Michael Tyszko		
Payment Terms		
Due upon receipt		

ORIGINAL TRANSCRIPT OF:

Walter Carpenter	159.00	Pages	@	4.35	691.65
E-cd Litigation Support Package				39.00	39.00
Condensed Transcript				19.50	19.50
Processing/Archival/Delivery				45.00	45.00

ORIGINAL TRANSCRIPT OF:

John Speer	12.00	Pages	@	4.35	52.20
Attendance - First Hour				95.00	95.00
Additional Hour(s)	3.50		@	65.00	227.50
E-cd Litigation Support Package				39.00	39.00
Condensed Transcript				19.50	19.50
Processing/Archival/Delivery				45.00	45.00

TOTAL DUE >>> \$1,273.35

AFTER 12/14/2015 PAY \$1,400.69

(-) Payments/Credits: 0.00

(+) Finance Charges/Debits: 0.00

Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Phone: 904-730-9001 Fax:904-733-7633

Please detach bottom portion and return with payment.

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Job No. : 1333812 BU ID :55-ORLAN

Case No. : 2014CA0035900

Case Name : Central Florida Expressway Authority vs.
Michael Tyszko

Invoice No. : 1256308 Invoice Date : 10/30/2015

Total Due : \$ 1,273.35

Remit To: **U.S. Legal Support, Inc.**
P.O. Box 4772-12
Houston TX 77210-4772

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____

Card Number: _____

Exp. Date: _____ Phone#: _____

Billing Address: _____

Zip: _____ Card Security Code: _____

Amount to Charge: _____

Cardholder's Signature: _____

INVOICE

U.S. Legal Support, Inc.
20 North Orange Avenue
Suite 1209
Orlando FL 32801
Phone:407-649-9193 Fax:407-245-7099

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Invoice No.	Invoice Date	Job No.
1256308	10/30/2015	1333812
Job Date	Case No.	
10/20/2015	2014CA0035900	
Case Name		
Central Florida Expressway Authority vs. Michael Tyszko		
Payment Terms		
Due upon receipt		

(=) New Balance: 1,273.35

Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Phone: 904-730-9001 Fax:904-733-7633

Please detach bottom portion and return with payment.

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Job No. : 1333812 BU ID : 55-ORLAN
Case No. : 2014CA0035900
Case Name : Central Florida Expressway Authority vs.
Michael Tyszko
Invoice No. : 1256308 Invoice Date : 10/30/2015
Total Due : \$ 1,273.35

Remit To: **U.S. Legal Support, Inc.**
P.O. Box 4772-12
Houston TX 77210-4772

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____

Card Number: _____

Exp. Date: _____ Phone#: _____

Billing Address: _____

Zip: _____ Card Security Code: _____

Amount to Charge: _____

Cardholder's Signature: _____

INVOICE

U.S. Legal Support, Inc.
20 North Orange Avenue
Suite 1209
Orlando FL 32801
Phone:407-649-9193 Fax:407-245-7099

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Invoice No.	Invoice Date	Job No.
1259729	11/11/2015	1333820
Job Date	Case No.	
10/12/2015	2014CA0035900	
Case Name		
Central Florida Expressway Authority vs. Michael Tyszko		
Payment Terms		
Due upon receipt		

ORIGINAL TRANSCRIPT OF:

William Byrd, PSM	25.00	Pages	@	4.00	100.00
Condensed Transcript				19.50	19.50
Processing/Archival/Delivery				45.00	45.00
William Byrd, PSM					
Exhibit	70.00	Pages	@	0.60	42.00
TOTAL DUE >>>					\$206.50
AFTER 12/26/2015 PAY					\$227.15

Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Phone: 904-730-9001 Fax:904-733-7633

Please detach bottom portion and return with payment

Andrew Brigham, Esquire
Brigham Property Rights Law Firm, P.L.L.C.
2963 Dupont Avenue
Suite 3
Jacksonville FL 32217

Job No. : 1333820 BU ID : 55-ORLAN
Case No. : 2014CA0035900
Case Name : Central Florida Expressway Authority vs.
Michael Tyszko
Invoice No. : 1259729 Invoice Date : 11/11/2015
Total Due : \$206.50
AFTER 12/26/2015 PAY \$227.15

Remit To: **U.S. Legal Support, Inc.**
P.O. Box 4772-12
Houston TX 77210-4772

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____

ATTORNEYS LEGAL SERVICES, INC.
617 East Washington St.
#2
Orlando, FL 32801
Phone: (800) 275-8908
Fax: (407) 839-3639
Tax Id#: 59-3464830

INVOICE

Invoice #ALS-2015006811
9/21/2015

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Mary Welborn
Case Number: Orange 14-CA-3641

Plaintiff:
Orlando-Orange County Expressway Authority,

Defendant:
Charles R. Chapman and Kim Chapman; et al.,

Received: 9/21/2015 Served: 9/21/2015 3:45 pm .INDIVIDUAL/PERSONAL
To be served on: ERNEST L. HORNE

1/3 173.00
1/3 175.00
1/3 183.00

CLIENT# _____ MATTER# _____
NAME _____
REASON FOR CHARGES
depo sub-Horne
APPROVED BY _____
PAY ASAP _____
BOOKKEEPING USE ONLY
POSTED IN BY _____ DATE _____
PD, DMT _____ AMT _____

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00
BALANCE DUE:			\$70.00

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

617 East Washington St., #2
Orlando, FL 32801

Please let ALS handle your investigative needs. License #A9300074

ATTORNEYS LEGAL SERVICES, INC.
617 East Washington St.
#2
Orlando, FL 32801
Phone: (800) 275-8908
Fax: (407) 839-3639
Tax Id#: 59-3464830

INVOICE

Invoice #ALS-2015006813
9/22/2015

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Mary Welborn
Case Number: Orange 14-CA-3641

Plaintiff:
Orlando-Orange County Expressway Authority,

Defendant:
Charles R. Chapman and Kim Chapman; et al.,

Received: 9/21/2015 Served: 9/21/2015 11:45 am .INDIVIDUAL/PERSONAL
To be served on: ROBERT PECK

1/3 173.00
1/3 175.00
1/3 183.00

CLIENT# _____ MATTER# _____
NAME _____
REASON FOR CHARGES
depo sub-Peck
APPROVED BY _____
PAY ASAP _____
BOOKKEEPING USE ONLY _____
POSTED IN FL BY _____ DATE _____
PD. DATE _____ CR# _____ AMT _____

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00

BALANCE DUE: **\$70.00**

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

617 East Washington St., #2
Orlando, FL 32801

Please let ALS handle your investigative needs. License #A9300074

ATTORNEYS LEGAL SERVICES, INC.
617 East Washington St.
#2
Orlando, FL 32801
Phone: (800) 275-8908
Fax: (407) 839-3639
Tax Id#: 59-3464830

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Mary Welborn
Case Number: Orange 14-CA-3641

Plaintiff:
Orlando-Orange County Expressway Authority,

Defendant:
Charles R. Chapman and Kim Chapman; et al.,

Received: 9/21/2015 Served: 9/22/2015 7:41 am .INDIVIDUAL/PERSONAL
To be served on: EVELYN RUBLE

INVOICE

Invoice #ALS-2015006812
9/23/2015

1/3 173.00
1/3 175.00
1/3 183.00

CLIENT# _____ MATTER# _____

NAME _____

REASON FOR CHARGES _____

depo sub 2 Ruble

APPROX _____

PAY AMT _____

BOOKED _____

POSTED _____

FILED _____

1309 AMT 140.00

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00

BALANCE DUE:

\$70.00

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

617 East Washington St., #2
Orlando, FL 32801

Please let ALS handle your investigative needs. License #A9300074

ATTORNEYS LEGAL SERVICES, INC.
617 East Washington St.
#2
Orlando, FL 32801
Phone: (800) 275-8908
Fax: (407) 839-3639
Tax Id#: 59-3464830

INVOICE

Invoice #ALS-2015007401
10/12/2015

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3590

Plaintiff:
Central Florida Expressway Authority,

Defendant:
Michael Tyszko,

Received: 10/9/2015 Served: 10/12/2015 2:21 pm .SUBSTITUTE - BUSINESS
To be served on: JEFFREY NEWTON, P.E.
Jepto

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00

BALANCE DUE: **\$70.00**

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

617 East Washington St., #2
Orlando, FL 32801

Please let ALS handle your investigative needs. License #A9300074

ATTORNEYS LEGAL SERVICES, INC.
617 East Washington St.
#2
Orlando, FL 32801
Phone: (800) 275-8908
Fax: (407) 839-3639
Tax Id#: 59-3464830

INVOICE

Invoice #ALS-2015007399
10/12/2015

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3590

Plaintiff:
Central Florida Expressway Authority,

Defendant:
Michael Tyszko,

Received: 10/9/2015 Served: 10/9/2015 4:10 pm .INDIVIDUAL/PERSONAL
To be served on: JOHN T. SPEER

depo

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00

BALANCE DUE: \$70.00

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

617 East Washington St., #2
Orlando, FL 32801

Please let ALS handle your investigative needs. License #A9300074

ATTORNEYS LEGAL SERVICES, INC.
617 East Washington St.
#2
Orlando, FL 32801
Phone: (800) 275-8908
Fax: (407) 839-3639
Tax Id#: 59-3464830

INVOICE

Invoice #ALS-2015007398
10/12/2015

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3590

Plaintiff:
Central Florida Expressway Authority,

Defendant:
Michael Tyszko,

Received: 10/9/2015 Served: 10/9/2015 3:40 pm .AUTHORIZED
To be served on: WALTER N. CARPENTER, JR., MAI, CRE

dupo

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00

BALANCE DUE: **\$70.00**

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

617 East Washington St., #2
Orlando, FL 32801

Please let ALS handle your investigative needs. License #A9300074

ATTORNEYS LEGAL SERVICES, INC.
617 East Washington St.
#2
Orlando, FL 32801
Phone: (800) 275-8908
Fax: (407) 839-3639
Tax Id#: 59-3464830

INVOICE

Invoice #ALS-2015007400
10/12/2015

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3590

Plaintiff:
Central Florida Expressway Authority,

Defendant:
Michael Tyszko,

Received: 10/9/2015 Served: 10/9/2015 3:20 pm .INDIVIDUAL/PERSONAL
To be served on: GLENN PRESSIMONE, P.E. Director of Engineering

depo

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00

BALANCE DUE: **\$70.00**

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

617 East Washington St., #2
Orlando, FL 32801

Please let ALS handle your investigative needs. License #A9300074

FedEx Billing Online

View Cart
0.00

 Printer-friendly Logout

Account Summary

Search/Download

My Options

Message Center

Ground Shipment Details

Tracking ID Summary

Billing Information

Tracking ID no. [≤ Prev](#) 771110178484 [Next >](#)

Invoice no 4-714-82486

Account no. 3183-7731-6

Bill date 09/11/2014

Total Billed	\$9.85
--------------	--------

Tracking ID Balance due	\$0.00
-------------------------	--------

Status	Paid CC
--------	---------

[View Invoice History](#)

[View signature proof of delivery](#)

Messages

Transaction Details

Sender Information

Andrew Brigham
Brigham Property Rights
2963 Dupont Avenue #3
Jacksonville FL 32217
US

Recipient Information

MICHAEL TYSZKO
MICHAEL TYSZKO
2112 BAYOU DR
HOLIDAY FL 34691-971712
US

Shipment Details

Ship date	09/11/2014
Payment type	Shipper
Service type	Home Delivery
Zone	03
Package type	Customer Packaging
Weight	1.00 lbs
Pieces	1
Meter No.	103755643
Declared value	\$0.00

Charges

Transportation Charge	6.68
Performance Pricing	-0.33
Residential	2.90
Fuel Surcharge	0.60
Total charges	\$9.85

Original Reference

Customer reference no. 183.00 / Tyszk
Department no.
Purchase order no.

Proof of Delivery

Delivery date 09/12/2014 00000

Service area code

Signed by

[View signature proof of delivery](#)

Daily's 1083
2685 Race Track Road
Jacksonville, Florida 32259

10/12/2015 6:07:06 AM

STARBUCKS Store #13645
105 Fireworks Alley
Saint Augustine, FL (904) 810-0771

CHK 656537
10/12/2015 06:26 AM
1869153 Drawer: 1 Reg: 2

Rf Trky Bacon Sand	3.75
Vt Dark Roast	2.45
Mastercard	6.58
XXXXXXXXXXXX1870	
Subtotal	\$6.20
Tax 6.0%	\$0.38
Total	\$6.58
Change Due	\$0.00

----- Check Closed -----
10/12/2015 06:26 AM

Join our loyalty program
My Starbucks Rewards(R)
Sign up for promotional emails
Visit Starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply

Register: 100 Tran Seq No: 5560
Store No: 1083 ICR

Fuel Sale
Pump# 1 93-V-Pwr
11.040 Gallons @ \$2.699/Gal \$29.80

Sub. Total:	\$29.80
Tax:	\$0.00
Total:	\$29.80
Discount Total:	\$0.00

MASTERCARD: \$29.80
Change: \$0.00

SHELL
2685 RACE TRACK RD
JACKSONVILLE FL
32259
Merch #: 57541299004
Appr: 01247E
Invoice #: 029033

MASTERCARD
XXXX XXXX XXXX 1870

10/12/2015 06:06:47

Thanks
For Your Business

2450 State Road 16
St. Augustine FL 32092

EXXON EXPRESS PAY

TRAVEL CENTER EXXON
FG12117121001
2450 STATE ROAD 16
SAINT AUGUST, FL
32092
10/20/2015 21665533
07:59:56 PM

XXXXXXXXXXXX1870
Mastercard
BRIGHAM/ANDREW P
INVOICE 092035
AUTH 02066E

PUMP# 8 20.7496
Plus \$2.699
PRICE/GAL
FUEL TOTAL \$ 56.00
CREDIT \$ 56.00

=====Customer-activated Purchase/Capture
Site #: 000000004227666
Shift Number 1
Sequence Number 04513
APPROVED 02066E

Croissant Gourmet
120 East Morse Blvd.
Winter Park, FL 32789
(407) 622-7753

10055 Alexandria

Check: 1258
10/20/2015 07:48AM
Guests: 1

1	Lg. Reg Coffee	1.79
1	Choco Croissant	3.20
SUBTOTAL		4.99
Tax		0.33
TOTAL DUE		\$5.32

Merci Beaucoup!
Phone: (407) 622-7753
Fax: (407) 622-7754

Mastercard Table CARD

Smile! You'd Think That's Great!

Since 1977

BILL

1504

CREDIT CARD 28.25

Card No. 0000000000000000
Exp. Date 12/31/15

Cardholder's Name
Cardholder's Address
Cardholder's City/State/Zip

Park Plaza Hotel

307 South Park Avenue

Winter Park, FL 32789

407-647-1072

FrontDesk@ParkPlazaHotel.com

Page 1 of 1

Andrew Brigham

2963 Dupont Ave

Jacksonville, FL 32217

904-730-9001

TAX ID:

Room	Folio	CheckIn	CheckOut	Balance
200	122860	10/19/2015	10/20/2015	0.00

Corporate

Date	Room	Description / Voucher	Charges	Credits	Balance
10/19/2015	200	Room Taxable	199.00	0.00	199.00
10/19/2015	200	Sales Tax - 6.500%	12.94	0.00	211.94
10/19/2015	200	Room/Bed Tax - 6.000%	11.94	0.00	223.88
10/20/2015	200	Visa/Mastercard - ...1870 AP: 01926E	0.00	223.88	0.00

The COOP
Dine In
610 W Morse Blvd
Winter Park, FL 32789-3701
407-843-2667

2142 Jessica

Chk 1300 Oct19 15 07:09PM

1 3 Pc Chk Gen Breast Thigh 12.49

Drum
XXXXXXXXXXXX1870 13.30
Mastercard

Subtotal 12.49

Tax Total 0.81

Payment Made 13.30

2142 Check Closed
Oct19 15 07:10PM

RR

10/20/2015 04:14 AM

Guest Signature
Thank you for staying with us!

NAME	Dept. or Sales Office	Report Date	Date of Trip	To
Business Purpose	Account No.			

	DATE	TRANSPORTATION		AUTOMOBILE EXPENSES ***	LOCAL TAXI, CARFARE, TOLL, ETC.	LODGING	MEALS (ITEMIZE BUSINESS ***)			ENTERTAINMENT ***	MISCELLANEOUS ***	TOTAL
		AIR, RAIL, BUS, ETC.	LIMOUSINE, CAR RENTAL, ETC.				BREAKFAST	LUNCH	DINNER			
SUN	10/20	90 miles										49 95
MON	11/5	422 miles										234 21
TUE	11/12	292 miles									(81 M)	162 06
WED	11/13	352 miles								Haines City		195 36
THU	/											
FRI	/											
SAT	/											
TOTAL												1641 58

EXPENSE REPORT

AUTOMOBILE EXPENSES ***							ENTERTAINMENT AND BUSINESS MEALS ONLY ***					
DATE	MILEAGE	GAS PARKING REPAIRS SERVICE	AMOUNT	DATE	ENTERTAINED (NAME, COMPANY, TITLE)	PLACE	BUSINESS PURPOSE	AMOUNT				
				11/5/13	KLF	DQ	Ingram Inspection	692				
				11/12/13	KLF	Publicx	Hilly Techd inspection	688				
				11/13/13	KLF	Bueger Hqy	SFO Connection Mxy	703				
MISCELLANEOUS EXPENSES ***							INSTRUCTIONS					
DATE	DETAIL	AMOUNT	TOTAL EXPENSES REPORTED	LESS CASH ADVANCE	TOTAL DUE EMPLOYEE/EMPLOYER							
10/30/13	VPS - Notary	10.00	1672.11			DEDUCT FROM MY ADVANCE <input type="checkbox"/>						
						MAIL TO: <input type="checkbox"/>						
APPROVED BY _____ <i>[Signature]</i>						DATE 12-13-13						

Publix

Lake Forest
5240 West SR 46
Sanford, FL (407) 321-0423
Store Manager: Bob Hodge

PBX TUR CRAN WH SU 6.49 T F
You Saved 1.40

Order Total	6.49
Sales Tax	0.39
Grand Total	6.88
Debit	Payment 6.88
Change	0.00

TYSZKO
3.44

Savings Summary

Special Price Savings 1.40

* Your Savings at Publix *

* 1.40 *

PRESTO!

Reference #: 069470-003

Trace #: 0010012721

Acct #: XXXXXXXXXXXX9604

Debit Purchase FROM CHECKING

Amount: \$6.88

Your cashier was Chelsea

11/12/2013 14:34 S0641 R106 5054 C0237

Love to shop here. Love to save here.
Visit publix.com/save

Publix Super Markets, Inc.

EXPENSE REPORT

NAME <u>Ken Fleming</u>		DEPT. OR SALES OFFICE	REPORT DATE <u>6/9/14</u>	DATE OF TRIP	FROM <u>2/1/14</u>	TO <u>3/30/14</u>
BUSINESS PURPOSE				ACCOUNT NO.		

DATE	TRANSPORTATION		AUTOMOBILE EXPENSES ***	LOCAL TAXI, CARFARE, TOLL, ETC.	LODGING	MEALS (ITEMIZE BUSINESS ***)			ENTERTAINMENT ***	MISCELLANEOUS ***	TOTAL
	AIR, RAIL, BUS, ETC.	LIMOUSINE, CAR RENTAL, ETC.				BREAKFAST	LUNCH	DINNER			
SUB UN M	6/24	Relly / <u>Spzko</u> , Chapman	Initial	Officers		278	miles	1 x 92 2 x 93			155 68

Kelly, Tyszkiewicz, Chapman
KLF, Tcevor

TIJUANA FLATS

5030 W State Road 46

Host: Cashier 02/24/2014
KEN 1:45 PM
20055

Dos Taco's	4.99
H/Chicken Taco	0.45
NO Onion	
S/Chicken Taco	0.45
Fleur Tortilla	
NO Onion	
---2Tacos---	
Blk Bns & Rice	1.99

Subtotal	7.88
Tax	0.48

EAT IN Total 8.36

Cash 20.00

Change 11.64

2.18

--- Check Closed ---

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, CASE NO: 2014-CA-003590-O
body politic and corporate, and an agency of the state
under the laws of the State of Florida,

Subdivision 39

Petitioner,

Parcel 228

vs.

MICHAEL TYSZKO, et. al.

Respondents.

SETTLEMENT AGREEMENT

Respondent(s), MICHAEL TYSZKO, and representatives of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to Respondent(s), MICHAEL TYSZKO, (referred to as "Respondent") the sum of Two Hundred Forty Thousand Dollars exactly (\$240,000), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 228, including statutory interest and all claims related to real estate and business damages, severance damages, attorney's fees and litigation costs, expert witness fees, and 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 Thirty-One Thousand Two Hundred Forty Dollars (\$31,240). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of Two Hundred Eight Thousand Seven Hundred Sixty Dollars exactly (\$208,760), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

2. 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. If approval is not given by the ROW Committee, on or before July 7, 2017, and the CFX Board, on or before July 14, 2017, this Settlement Agreement shall be null and void. Petitioner and Respondent agree that the pending case will remain on the jury trial docket currently set for August 14, 2017, unless and until the ROW Committee and CFX Board approve the Settlement Agreement within the aforementioned timeframes.

3. The parties agree to waive any confidentiality provisions set forth in Chapter 44

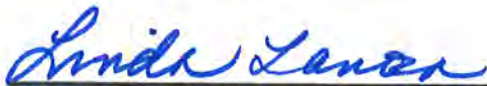
of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

4. Counsel for Petitioner and Counsel for Respondent will submit to the Court a mutually agreeable form of Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

5. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 228, severance damages, business damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

6. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

7. This Settlement Agreement, executed by the parties and their counsel on this 20 day of JUNE, 2017, contains all the agreements of the parties.




Print Name: LINDA S. B. LANOSA
Central Florida Expressway Authority

Print Name: _____
Owner

Print Name: _____
Counsel for CFX

Print Name: _____
Owner

N/A
Print Name: _____
Mediator


Print Name: Andrew Prince Brighton
Attorney for Owner



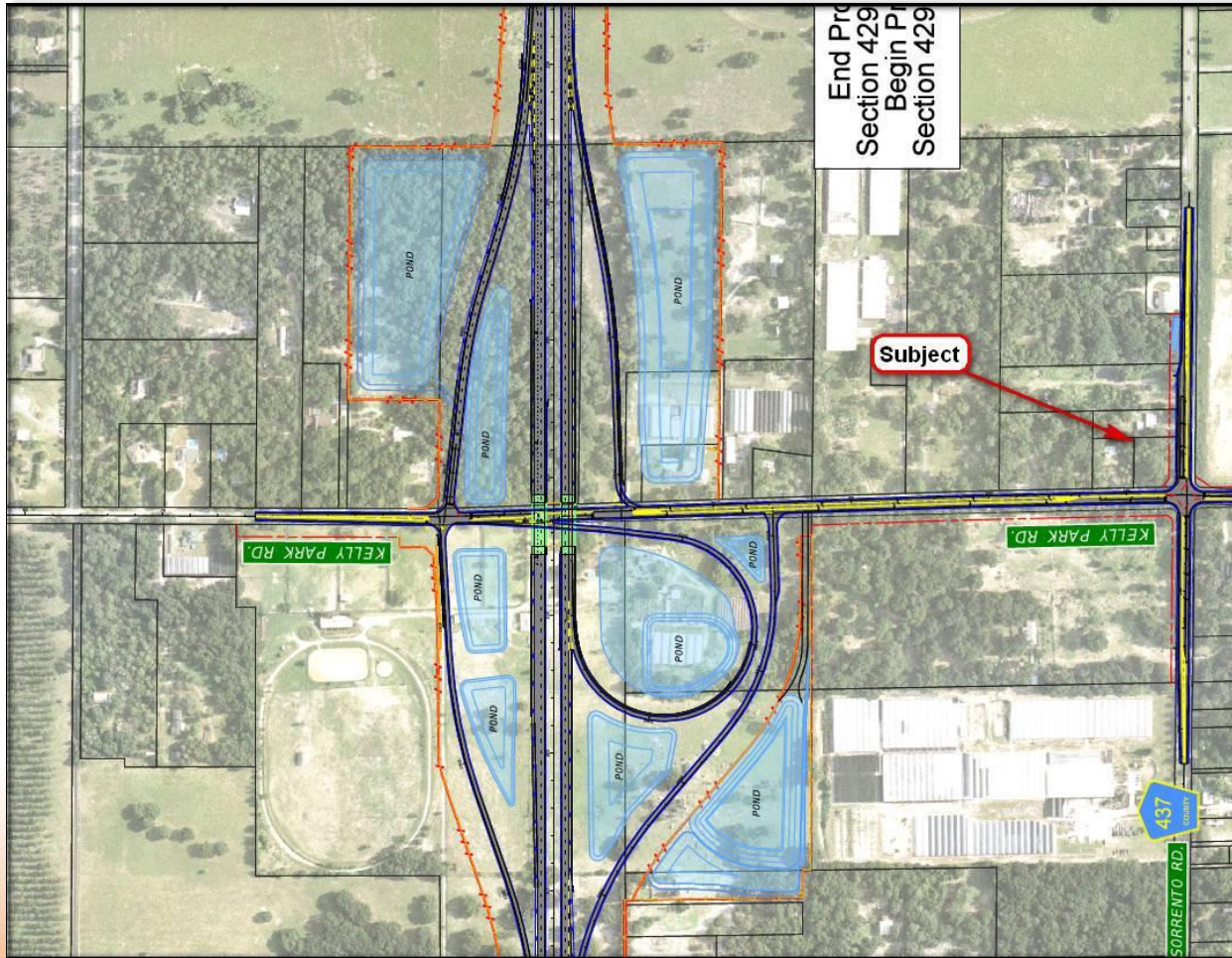
CENTRAL FLORIDA **EXPRESSWAY AUTHORITY**

RIGHT OF WAY COMMITTEE MEETING
June 28, 2017

Parcel 228 – Michael Tyszko, et. al.
Proposed Settlement



Construction Plans





Subject Property

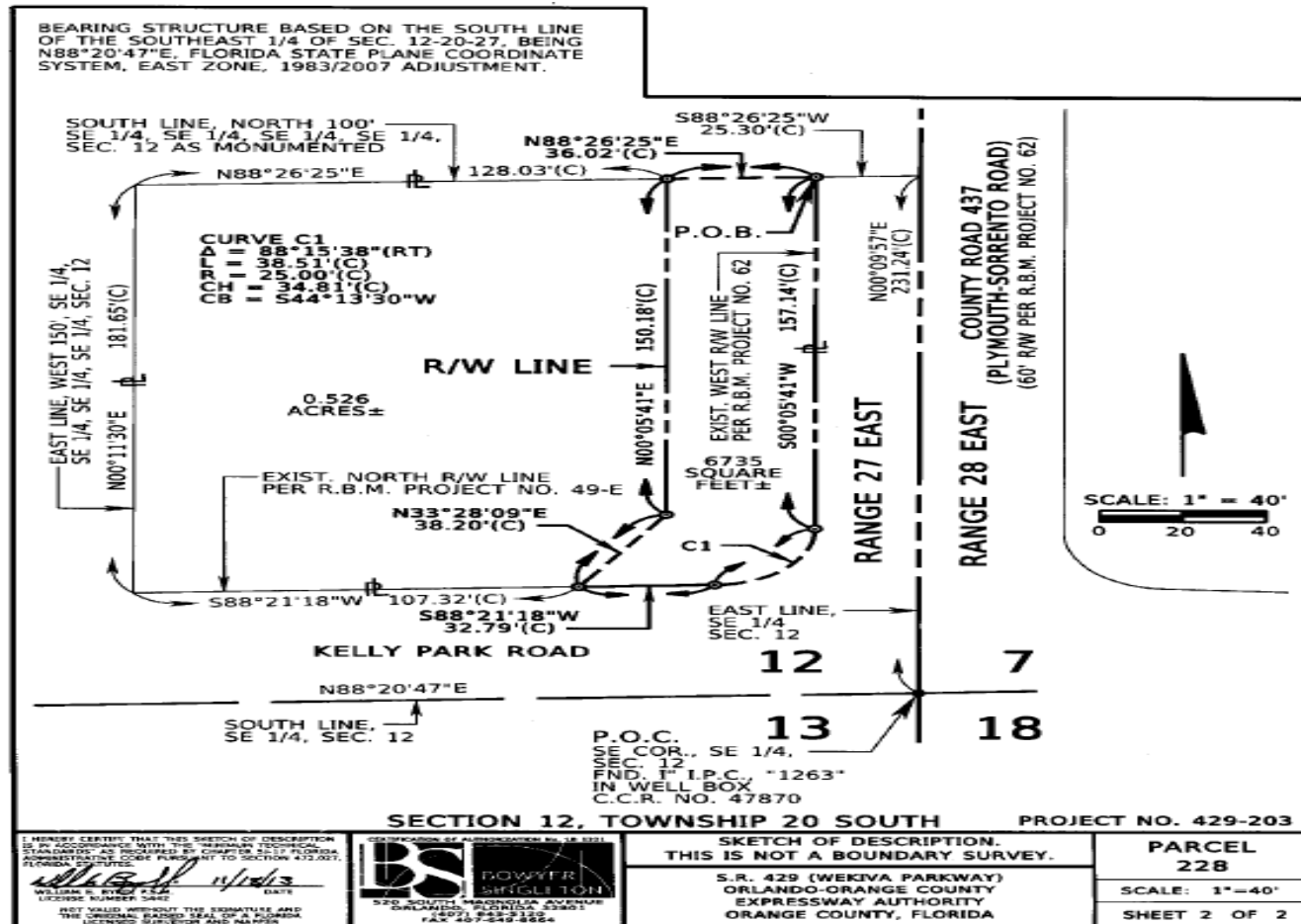


Approximate Representation
Source: Orange County Property Appraiser



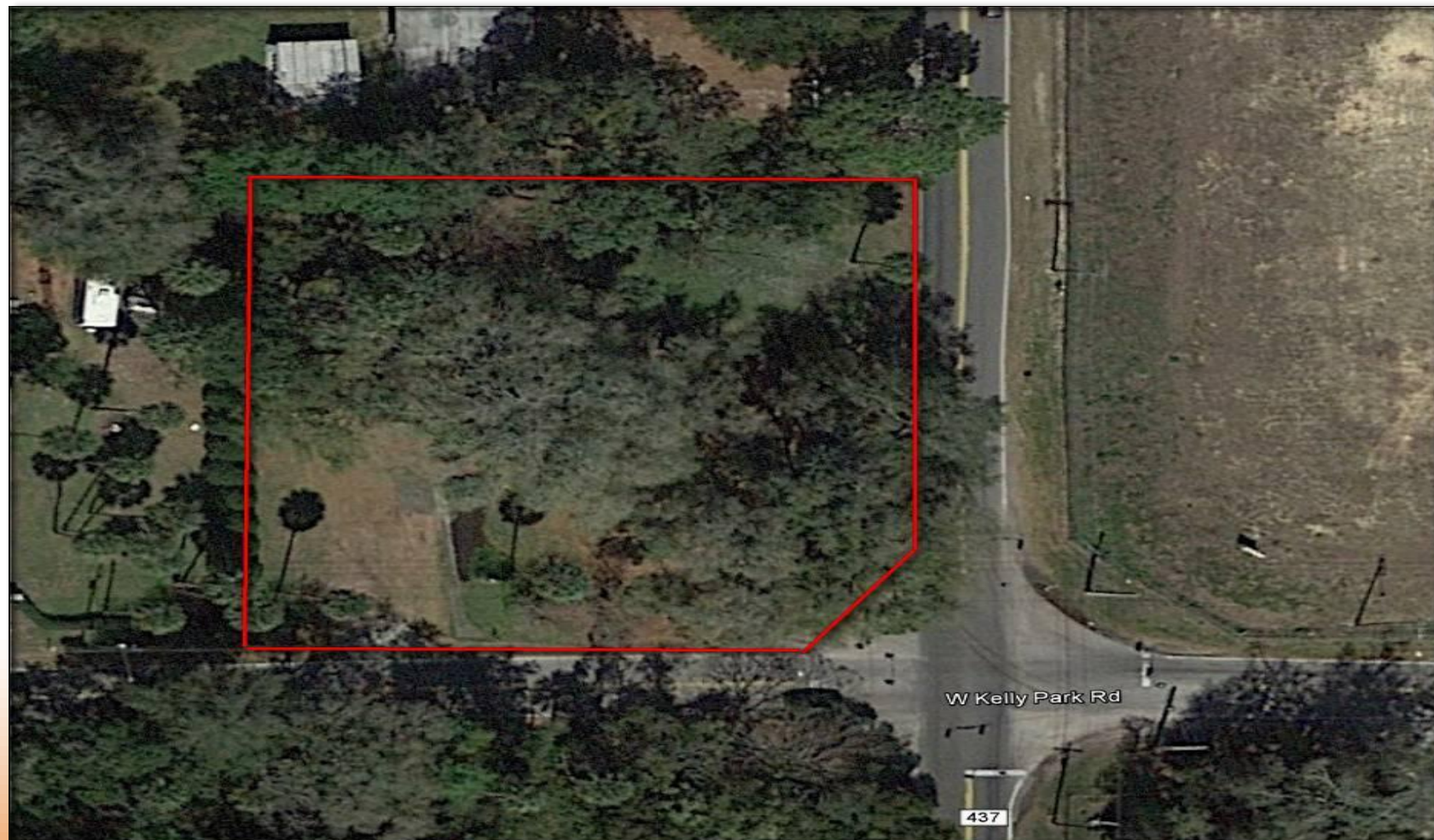


Parcel 228 (0.1546 acres)





Aerial View of Subject Parent Tract





Single Family Residence (1,304 s.f.)



➤➤➤ Storage Building (296 s.f.)



»» Subject Photos



View Looking East on Kelly Park Road



View Looking West on Kelly Park Road



View Looking North on Plymouth Sorrento Road



View Looking South on Plymouth Sorrento Road



Parcel 228

- Zoning: A-1, Citrus Rural District
- Future Land Use: R, Rural
- Highest and Best Use: Residential Use, with a reasonable probable use to hold until the demand for future neighborhood commercial development permits.
- Parent Tract: 0.6806 acres
- Part Taken: 0.1546 acre
- Remainder: 0.526 acres
- Offer of Judgment made in June 2015 for \$81,240
- Trial set for November 2015, reset to August 14, 2017



Proposed Settlement

Parcel 228	CFX	Owner	Proposed Settlement*
Land Value (per sf)	\$3.50/sf	\$14.50/sf	
Value of Parent Tract	\$163,765	\$466,000	
Land	\$27,000	\$ 97,700	
Improvements	\$ 7,700	0	
Severance Damages	0	at 30%, \$108,000	
Value of Property Taken	\$34,700	\$206,000	\$136,883
Expert Fees		91,036.99	68,254.81
Statutory Attorney's Fees		57,670.80	34,862.19
Total		\$354,707.79	\$240,000

*The Proposal settlement is based upon a hypothetical breakdown

Recommendation


Please recommend to the Board approval of a settlement in the amount of \$240,000, including all claims of compensation arising from the taking of Parcels 228 including severance damages, business damages, interest, attorney's fees, expert fees, costs and any other claim.

Tab L

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: June 19, 2017

RE: *Central Florida Expressway Authority v. Anthony Randall Carter, et al.*
Project 429-204, Case No. 2015-CA-006557-O, Parcel 253
Owner: Aran Glenn Carter
Address: 3239 Ondich Road, Apopka, Florida
(North side of Ondich about 1400 feet west of Plymouth Sorrento)

BACKGROUND

The parties mediated on June 14, 2017, and continued settlement discussions after the mediation. After extensive communications, the parties reached an all-inclusive settlement in the amount of **\$933,898.50**, consisting of \$770,000 for the land, \$84,000 for statutory attorney's fees, \$69,898.50 for expert fees, and an additional \$10,000 to bridge the gap. Previously, the Right of Way Committee and Board approved an offer of judgment in the amount of \$695,075, excluding attorney's fees, expert fees, and costs, but the offer of judgment was not accepted.

DESCRIPTION

Parcel 253 is a fee simple partial taking consisting of 7.959 acres. The parent tract is 10.546 acres and the remainder property is 2.587 acres. The property is located at 3239 Ondich Road in Apopka, Orange County, Florida. As of the date of taking, the property was improved with a three bedroom, two bath single family residence containing 1,926 square feet of living area that was built in 2006. Additional improvements included a 1,404 square foot manufactured home containing 3 bedrooms and 3 bathrooms built in 1987, several animal pens and a shed structure for RV storage. The property is zoned A-1, Citrus Rural District by Orange County.

CFX'S ESTIMATE OF VALUE

Chad Durrance of Durrance and Associates appraised the property for CFX. He opined the highest and best use of the property is for continued residential use. He used seven (7) comparable land sales with prices ranging from \$24,200 per acre to \$29,300 per acre to arrive at an estimate of the land value of the subject land of \$27,500 per acre and a value of \$218,900 for the land taken.

Mr. Durrance used five (5) improved single family home sales with prices ranging from \$96 to \$134 per square foot to arrive at an estimate of value of the subject single family residence of \$116.82 per square foot or \$225,000. The entire single family residence was acquired.

Mr. Durrance used five (5) improved manufactured home sales to determine the value of the manufactured home and its associated improvements with prices ranging from \$17 to \$32 per square foot to arrive at an estimate of value for the manufactured home and associated improvements of \$17.81 per square foot or \$25,000.

In the after condition, the manufactured home is within 23 feet of the new right-of-way line for the Wekiva Parkway, which has significantly changed the character of the neighborhood in the after condition. Mr. Durrance estimated severance damages at \$95,100 as a result of the proximity of the Wekiva Parkway and the change in character of the neighborhood. Accordingly, Mr. Durrance's total estimate of value for Parcel 253 is **\$539,000** (\$218,900 land; \$225,000 residence; \$95,100 damages).

OWNER'S ESTIMATE OF VALUE

The Uniform Relocation Act provides assistance to eligible owners for moving expenses and for replacement housing (if a purchase additive is established), but the Act does not compensate an owner for moving an entire house onto the remainder property. In this case, Mr. Carter moved his entire home from the part taken to the 2.5-acre remainder at a cost of \$167,000. He provided CFX with his receipts, copies of which are attached. Mr. and Mrs. Carter did not appear to understand the difference between compensable moving expenses and the cost of moving and reestablishing the entire home to the remainder. In order to obtain a move permit for the house, the Carters stated that they were required by Orange County to remove or demolish the existing manufactured home on the remainder due to zoning restrictions.

In terms of the estimates of value, the owners retained Rick Dreggors, GAA, to appraise the property. Both appraisers found that the remainder tract had nominal value. Mr. Durrance valued the remainder at \$1,000 while Mr. Dreggors valued the remainder at \$5,000. Both appraisers valued the single family home in the \$200,000s with a difference of \$40,000. The appraisers differed in their opinion of the value of the land. Mr. Dreggors valued the land at \$65,000 per acre using comparable sales from 2006 or outside of the market area, while Mr. Durrance valued the land at \$27,500 per acre relying upon comparable sales in the market area. In addition to compensation for the land, Mr. Carter wanted additional compensation associated with the cost of the move and categorized the moving expenses as a cost to cure. The opinions of the appraisers and Mr. Carter are summarized in the table below.

	CFX	Owner's Appraisal	Mr. Carter's Demand
Land Value (per acre)	\$27,500	\$65,000	
Value of Part Taken (7.959 acres)	\$218,900	\$517,300	\$517,300
Improvements	\$225,000	\$264,200	192,000
Severance Damages (2.587-acre remainder)	\$95,100	\$163,500	265,000
Total Estimate of Value	\$539,000	\$945,000	\$974,335

In addition to compensation for the property, counsel for the property owners are entitled to statutory attorney's fees and reasonable expert fees and costs for the defense of the eminent domain case. The owner's attorney provided invoices from his experts totaling \$80,398.75, copies of which are attached and summarized in the next section below.

ANALYSIS

After heated and lengthy discussions, this case can be resolved for the sum of \$770,000 for the land, \$69,898.50 for expert fees, \$84,000¹ for statutory attorney's fees, and an additional \$10,000 to resolve the case, for a total all-inclusive settlement in the amount of \$933,898.50.

Unfortunately, Mr. and Mrs. Carter did not qualify for relocation benefits and paid to move the house out of their own pockets, essentially using the money they received from the deposit. Had they moved into a replacement dwelling, rather than moved their entire house onto the remainder, relocation benefits would have been available. They claimed they could not find a replacement dwelling that was comparable to what they had in the before and they did not want to move into a house that was in a more urban area and a house that was not adjacent to Mr. Carter's brother. The owners are well spoken, very bright, and are not afraid to vocalize their opinions and feelings about having their property taken. Considering all the factors and the unique circumstances of the property owners, the proposed settlement is a compromise by both sides.

For the purpose of settlement, counsel for Mr. Carter agreed to reduce his expert fees by almost \$11,000 as listed in the table below. At this point in the case, the expert fees are lower than they would have been had the case been resolved after the discovery cutoff date or after a trial. In addition, an early settlement reduces CFX's internal costs for its own experts and attorneys. To date, CFX paid \$50,597.50 for its experts, excluding the cost of the review appraiser.

¹ Statutory attorney's fees are based upon a monetary benefit of \$256,000 (representing the difference between \$770,000 and the first offer of \$514,000) multiplied by 33% for the first \$250,000 (\$82,500) plus 25% for the remaining \$6,000 (\$1,500).

	Invoiced Amount	Proposed Resolution
Ovation	\$ 1,950.00	\$,,1,950.00
Dreggors	29,850.00	25,372.50
Lakemont Group	6,230.00	5,000.00
Williams Development	5,625.00	5,063.00
VHB (with expenses)	9,760.00	8,784.00
MEI Civil (Dan Morris) (without contingency)	18,210.00	15,479.00
Land Survey	3,250.00	3,250.00
Power Acoustics	5,853.75	5,000.00
Total	\$80,798.75	\$69,898.50

RECOMMENDATION

We respectfully request that the Right of Way Committee recommend that the CFX Board approve the proposed settlement in the amount of **\$933,898.50** in full settlement of all claims of compensation from CFX including business damages, interest, attorney's fees, attorney's costs, expert fees, costs, and any other claim associated with the taking of Parcels 287/887.

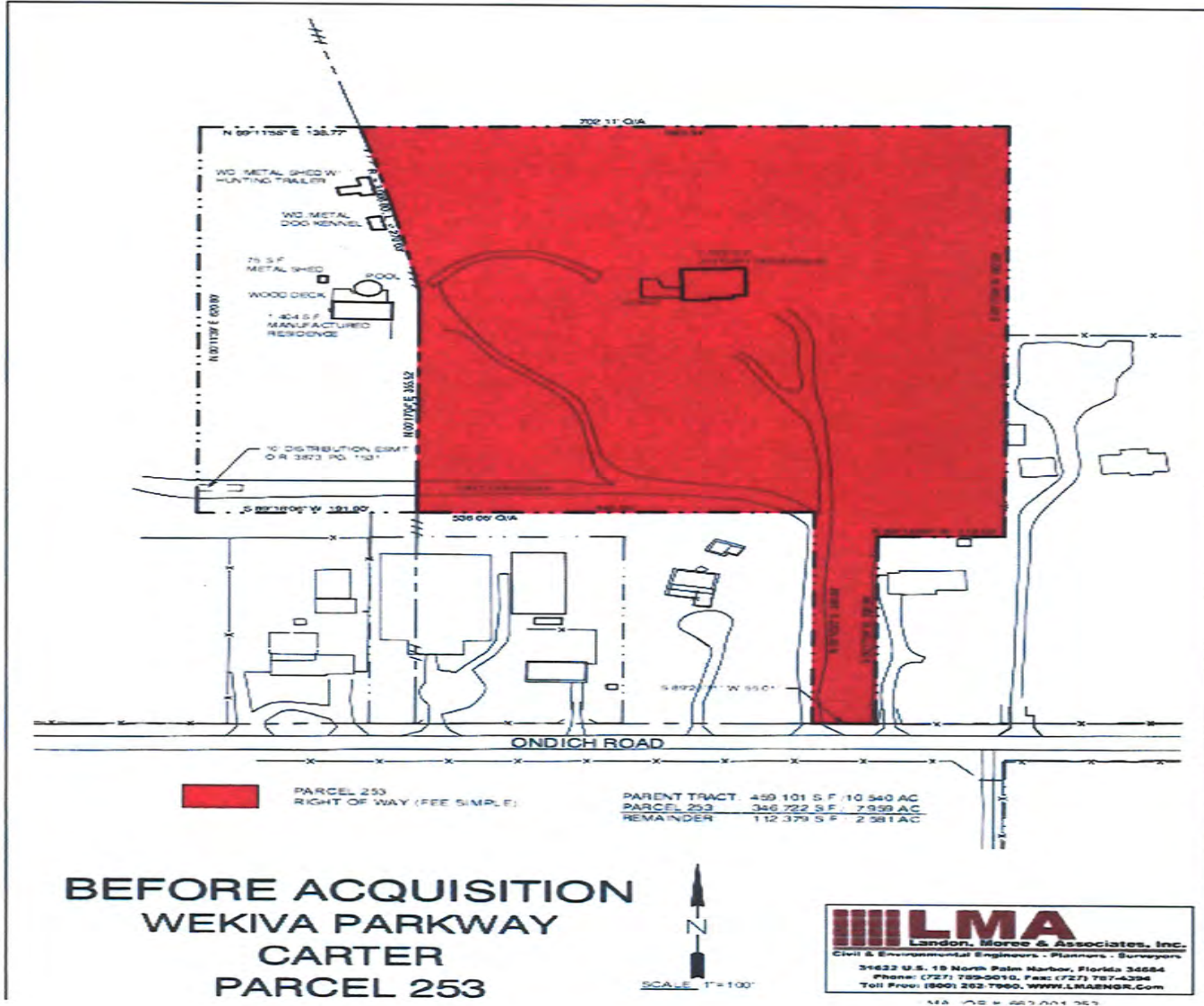
Attachments: Aerial and Sketches of Property
Settlement Agreement
Invoices
Moving Expenses

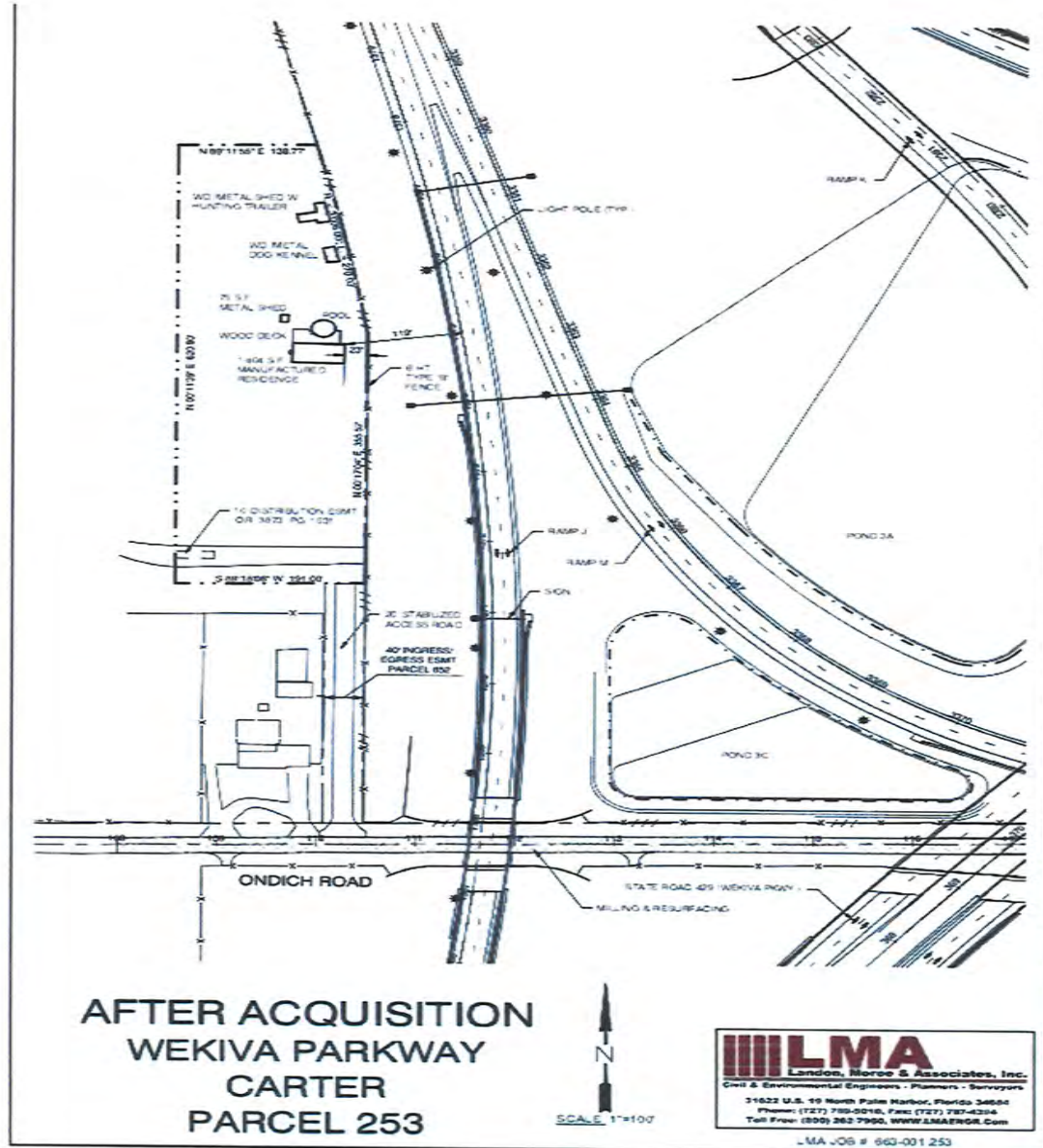


**BEFORE ACQUISITION
WEKIVA PARKWAY
CARTER
PARCEL 253**



LMA
Landon, Moore & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors
34622 U.S. 19 North Palm Harbor, Florida 34684
Phone: (727) 789-5615, Fax: (727) 787-4394
Toll Free: (800) 262-7860, WWW.LMAENG.COM
LMA JOB # 0537001 053





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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, CASE NO: 2015-CA-003555-O
body politic and corporate, and an agency of the state
under the laws of the State of Florida, Subdivision _____

Petitioner,

Parcel: 253

vs.

ANTHONY RANDALL CARTER,
ARAN GLENN CARTER, et. al.

Respondent(s).
_____ /

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on June 14, 2017 the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent(s), Aran Glenn Carter (referred to as "Respondent") the sum of Seven Hundred Eighty Thousand 00/100 Dollars exactly (\$780,000.00), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel No. 253, 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 Five Hundred Thirty Nine Thousand 00/100 Dollars (\$539,000.00). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of Two Hundred Forty One Thousand 00/100 Dollars exactly (\$241,000.00), representing the difference between the total settlement sum referenced above and the 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 Respondent's attorney the sum of Eighty Four Thousand 00/100 Dollars (\$84,000.00) 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.

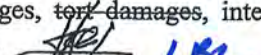
3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondent's attorney the sum of Sixty Nine Thousand Eight Hundred Ninety Eight 50/100 Dollars (\$69,898.50) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent in this case, subject to review and confirmation that each invoice submitted by Respondent's experts was necessary and reasonable. The expert fees are as follows: See Attachment "A" hereto.

4. 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 Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) 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.

7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 253, severance damages, business damages, ~~test~~ damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim. 

9. Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, Florida Statutes (2016).

10. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

11. This Settlement Agreement, executed by the parties and their counsel on this 20th day of June, 2017, contains all the agreements of the parties.

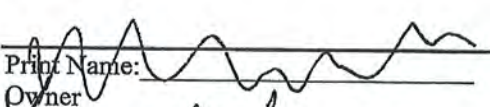


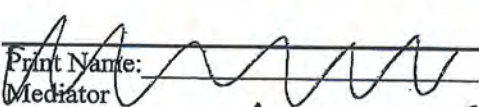
Print Name: LINDA S.B. LANOSA
Central Florida Expressway Authority



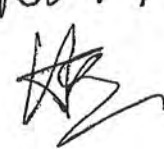
Print Name: Aran Glenn Carter
Owner

Print Name: SIDNEY CALLOWAY
Counsel for CFX

Print Name: 
Owner

Print Name: 
Mediator

Print Name: HEROLD A. LASSMAN
Attorney for Owner

NOT AVAILABLE


Attachment "A"

1. Ovation Construction Company, Inc.
2. Lakemont Group
3. Power Acoustics, Inc.
4. Williams Development Services, Inc.
5. Vanasse Hangen Brustlin, Inc.
6. MEI Civil, LLC
7. Calhoun, Dreggors & Associates, Inc.
8. Associated Land Surveying & Mapping, Inc.

PARCEL 253

OWNER'S EXPERT FEES

	<u>Expert</u>	<u>Invoice</u>	<u>Proposed Payment</u>
A	Ovation	\$ 1,950	\$ 1,950.00
B	Calhoun, Dreggors & Associates	29,850	25,372.50
C	Lakemont	6,230	5,000.00
D	William	5,626	5,063.00
E	VHB	9,760.48	8,784.00
F	MEI Civil (Dan Morris)	18,210	15,479.00
G	Land Survey	3,250	3,250.00
H	Power Acoustics	5,853	5,000.00
	Total Expert Fees	\$80,729.48	\$69,898.50



Ovation
Construction, Inc.

POST OFFICE BOX 621287
OVIEDO, FLORIDA 32762
(407) 722-4161
Fax: (866) 431-6032

INVOICE #OV1754

May 12, 2016

Maguire Lassman, PA
Attn: Harold Lassman, PA
605 E. Robinson Street, #140
Orlando, Florida 323801

Re: Glen Carter Parcel #253
SR429 (Wekiva Parkway)

DESCRIPTION: Perform Eminent Domain work for the Carter Parcel.

TOTAL COST: 13 Hrs x \$150.00/hr = \$1,950.00

Thank you.

Sincerely,
Bert Karpinski
Ovation Construction, Inc.

A

TIME SHEET LOG
BERT KARPINSKI/OVATION CONSTRUCTION

PROJECT: Glen Carter Parcel #253

DATE	HOURS	DESCRIPTION
2/17/2016	0.5	Conference Call with Attorney and MEI Civil Engineering
3/7/2016	0.5	Conference Call with Attorney and MEI Civil Engineering
3/18/2016	3.5	Site Visit with Dan Morris, MEI Civil Engineering, to confirm & document existing conditions.
3/26/2016	2	Worked on Existing Conditions Report and Cost Analysis
3/27/2016	2	Worked on Existing Conditions Report and Cost Analysis
3/28/2017	0.25	Received appraisal report and reviewed.
3/29/2016	0.5	Sent copies of report to Dan Morris, PE and discussed via phone call
4/7/2016	0.25	Sent final copies of report to Harold Lassman, Attorney
7/6/2016	2	Site visit to document relocated home prior to obtaining Certificate of Occupancy
4/27/2016	1.5	Prepared reclaimed water distribution line cost analysis and forwarded to MEI Civil Eng.

13 TOTAL HOURS

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

PREPARED FOR MEDIATION

June 9, 2017

Raymer F. Maguire, Esq.
c/o Maguire Lassman
605 East Robinson Street
Suite 140
Orlando, FL 32801

RE: Owner: Carter
Project: Wekiva Parkway
Parcel No.: 253
County: Orange

INVOICE

Review CFX reports, conferences with experts and owners, inspect subject property, meetings with owners and experts, review valuation issues, sales research/analysis, review sales, review highest and best use issues, analysis of damages, review land values, review moving costs, review/write report, review condemnation blight information, review motions regarding blight, valuation analysis as of 2006, preparation of appraisal.

Abrams Schmidt:	105.75 Hrs. x \$175/Hr. =	\$18,506
Dreggors:	41.25 Hrs. x \$275/Hr. =	<u>11,344</u>
Total		\$29,850

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	CARTER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	253	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
05/04/15	REVIEW OF CFX APPRAISAL AND SALES; CONFERENCE CALL WITH EXPERTS AND OWNER.	2.50
05/07/15	BEGIN RESEARCH LAND SALES.	3.75
05/08/15	PREPARED FOR SITE VISIT; INSPECTED SUBJECT PROPERTY; MET WITH OWNERS; RESEARCH IMPROVED SALES.	4.00
05/11/15	SALES RESEARCH; ANALYSIS OF SALES.	5.75
05/12/15	CONFERENCE WITH RICK; SALES ANALYSIS.	3.50
05/13/15	ANALYSIS OF SALES/COMPENSATION; MEETING WITH RICK TO REVIEW SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	2.25
05/14/15	ANALYSIS OF COMPENSATION OF DAMAGES; PREPARE EXHIBITS FOR MEETING WITH OWNER'S REPRESENTATIVE.	3.75
05/15/15	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE.	2.25
11/18/15	ANALYSIS OF SALES.	2.00
02/08/16	MEETING WITH EXPERTS REGARDING CONDEMNATION BLIGHT.	1.25
02/17/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; REVIEW OF FILE.	1.25
02/18/16	REVIEW OF NEW SUBJECT MATERIAL; MEETING WITH RICK DREGGORS TO REVIEW PRELIMINARY NUMBERS; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	2.00
02/19/16	PREPARE FOR CONFERENCE CALL; CONFERENCE ALL WITH EXPERTS AND OWNER.	0.75
02/22/16	UPDATE SUMMARY ANALYSIS OF SURROUNDING APPRAISAL INFORMATION.	1.50
03/04/16	ASSIST WITH APPRAISAL REPORT; WORKED ON EXHIBITS FOR REPORT.	4.00
03/07/16	RESEARCH/ANALYSIS OF IMPROVED SALES; ASSIST WITH APPRAISAL.	4.75

OWNER	CARTER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	253	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/08/16	ANALYSIS OF IMPROVED SALES.	2.00
03/09/16	ANALYSIS OF IMPROVED SALES; REVIEW WITH RICK; WORKED ON SALE WRITE-UPS.	3.75
03/10/16	ASSISTED WITH APPRAISAL; WORK ON SALE WRITE-UPS; VERIFY SALES; RESEARCH LAND SALES FOR ALLOCATION ANALYSIS.	2.50
03/11/16	WORK ON SALE WRITE-UPS AND ASSIST WITH APPRAISAL.	2.75
04/11/16	REVIEW OF RCN ESTIMATE AND MOVING COSTS; ASSIST WITH APPRAISAL; ANALYSIS OF DEPRECIATION; ANALYSIS OF DAMAGES.	6.75
04/12/16	ASSISTED WITH APPRAISAL; WORKED ON EXHIBITS FOR REPORT.	4.50
04/13/16	ASSISTED WITH APPRAISAL; ANALYSIS OF SALES; ANALYSIS OF DAMAGES.	3.75
04/14/16	ASSISTED WITH APPRAISAL.	2.50
04/15/16	ASSISTED WITH APPRAISAL.	4.00
08/04/16	WORKED ON BLIGHT STUDY.	2.75
08/05/16	WORKED ON BLIGHT STUDY.	1.50
09/29/16	PREPARE FOR CONFERENCE CALL; CALL WITH EXPERTS.	1.00
09/30/16	ASSIST WITH APPRAISAL.	2.75
11/17/16	MEETING WITH RICK; REVIEW EXPERT REPORTS; ASSISTED WITH APPRAISAL.	4.50
11/18/16	CONFERENCE CALL WITH EXPERTS ON BLIGHT.	1.25
11/22/16	ASSISTED WITH APPRAISAL; CALL WITH EXPERTS.	2.75
12/12/16	VERIFIED SALES; WORKED ON ADDENDA; CALL WITH OWNER'S REPRESENTATIVE.	2.75
12/15/16	CALL WITH ENGINEER; REVIEW OF UPDATED ENGINEERING INFORMATION.	1.00
12/16/16	CALL WITH EXPERTS.	1.00

OWNER	CARTER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	253	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
12/22/16	REVIE JOSH HARRIS' REPORT.	1.25
02/16/17	CALL WITH EXPERTS.	0.50
03/20/17	CALL WITH OWNER'S REPRESENTATIVE.	0.50
04/10/17	ANALYSIS OF 2006 SALES; MEETING WITH RICK TO REVIEW.	2.00
05/04/17	REVIEW OF WILLIAMS LAND PLANNING REPORT; ASSISTED WITH APPRAISAL.	<u>2.50</u>
	TOTAL HOURS	105.75

OWNER	CARTER	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	253	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/23/15	BEGIN REVIEW OF CFX REPORTS.	0.50
03/27/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	1.25
05/04/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE; CONFERENCE WITH OWNERS TO REVIEW OUR SCOPE OF WORK.	1.75
05/07/15	PREPARE FOR INSPECTION; REVIEW DOCUMENTS.	1.25
05/08/15	INSPECT SUBJECT; MEET WITH OWNER AND REVIEW VALUATION ISSUES.	1.75
05/12/15	REVIEW SALES; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING OUR INITIAL FINDINGS.	1.50
05/13/15	MEETING WITH ASSOCIATE TO REVIEW SALES.	0.50
05/15/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW OUR PRELIMINARY FINDINGS AND HIGHEST AND BEST USE ISSUES.	1.75
11/09/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	0.25
02/08/16	PREPARE FOR AND MEET WITH EXPERTS AND OWNER TO REVIEW IMPACTS OF THE PROPERTY IN THE AREA; REVIEW EXAMPLES OF THESE AND DOCUMENTS.	1.50
02/17/16	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW OUR SCOPE OF WORK; PREPARE FOR CONFERENCE CALL WITH OWNER.	0.75
02/18/16	ANALYSIS OF DAMAGES; REVIEW WITH ASSOCIATE; REVIEW LAND VALUES; CONFERENCE WITH OWNER'S REPRESENTATIVE TO PREPARE FOR CALL WITH OWNER.	3.75
02/19/16	PREPARE AND CONFERENCE WITH OWNERS AND EXPERTS TO REVIEW DEADLINES AND SCOPE TO COMPLETE THE ASSIGNMENT.	0.75
02/29/16	REVIEW MOVING COSTS PROVIDED BY OWNER.	0.50

OWNER	CARTER	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	253	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/09/16	MEETING WITH ASSOCIATE TO REVIEW MARKET SALES.	0.50
09/29/16	PARTICIPATE IN CONFERENCE WITH EXPERTS TO REVIEW SCOPE OF ASSIGNMENT AND DEADLINES.	1.00
11/20/16	REVIEW/WRITE REPORT.	3.25
11/28/16	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE REGARDING CONDEMNATION BLIGHT.	1.00
12/12/16	REVIEW INFORMATION FOR OWNER'S REPRESENTATIVE REGARDING BLIGHT.	1.25
12/13/16	PREPARE FOR AND CONFERENCE WITH EXPERTS REGARDING BLIGHT PROPERTY.	0.75
02/16/17	CONFERENCE WITH EXPERTS AND OWNER'S REPRESENTATIVE.	0.25
03/28/17	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION MATTERS.	0.25
03/30/17	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING VALUATION ANALYSIS AS OF 2006.	0.25
04/04/17	PREPARE FOR AND CONFERENCE WITH EXPERTS AND OWNER'S REPRESENTATIVE.	1.25
04/07/17	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING STATUS OF REPORTS FROM OTHER EXPERTS.	0.25
04/10/17	MEETING WITH ASSOCIATE TO REVIEW 2006 ERA HOME SALES AFTER.	0.50
05/05/17	REVIEW/WRITE REPORT.	2.25
05/08/17	REVIEW/WRITE REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE.	4.75
05/09/17	REVIEW/WRITE REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
05/17/17	CONFERENCE WITH MATT SILBERNAGEL REGARDING OUR VALUATION.	0.50

OWNER	CARTER	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	253	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
05/19/17	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING VALUES AND CFX OFFER OF JUDGMENT.	1.50
05/30/17	PREPARE FOR MEETING WITH OWNERS TO REVIEW OUR ANALYSIS.	0.50
06/01/17	PREPARE FOR AND MEET WITH OWNERS TO REVIEW OUR ANALYSIS.	<u>2.75</u>
	TOTAL HOURS	41.25

Lakemont Group

2037 Shaw Lane, Orlando, FL 32814

INVOICE

Invoice Number 1

Period Covered –

12/1/16 to 6/7/17

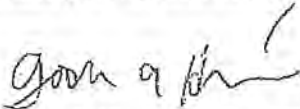
June 7, 2017

To:

Harold A. Lassman, Esq
 Maguire Lassman, P.A.
 605 E. Robinson St, Suite 140
 Orlando Florida 32801
 Attn: Accounts Payable

DATES	DESCRIPTION	PERSON	HOURS	RATE	AMOUNT
	Client: Aran Glenn Carter Matter: CFX v. Carter et. al. – Parcel 253 3239 Ondich Road, Apopka, Florida Case No: 2015-CA-003555-O				
See Attached	Meetings and calls with attorneys and clients, review of documents, determine scope of report and research.	JH	3.45	\$350.00	\$ 1,207.50
See Attached	Research blight issues, development potential, tour market area, update data files and findings.	JH	4.40	\$350.00	\$ 1,540.00
See Attached	Draft report, prepare charts, maps, graphs and summarize file and append into report.	JH	9.95	\$350.00	\$ 3,482.50
	SUB TOTAL:				\$ 6,230.00
Expenses	None				\$ 0.00
	TOTAL DUE: NOTE: Bill reflects partial time allocation (50% to CFX vs. Anthony Randall Carter – Parcel 252) Note: Hour Detail Sheet Attached				\$ 6,230.00

Thank you very much for the opportunity to serve.



Joshua A. Harris, Ph. D., CRE, CCIM, CAIA
 Managing Partner
 Lakemont Group

Payment Instruction via Check:

LAKEMONT GROUP
 C/O JOSHUA HARRIS
 2037 SHAW LANE
 ORLANDO, FL 32814

C

Hour Detail Sheet

Client: Aran Glenn Carter					
Matter: CFX Parcel 253 - 3239 Ondich Rd., Apopka FL					
Person	Date	Hrs	Description	Allocation	Alloted Time
JH	12/2/2016	1	initial case talk - scope of work - items to research	50%	0.50
JH	12/2/2016	3.7	document intake, review, building of file, research	50%	1.85
JH	12/7/2016	3.6	review motion on blight, research blight issues	50%	1.80
JH	12/10/2016	3.5	property and market research	50%	1.75
JH	12/14/2016	1.7	econ market research, updating of file	50%	0.85
JH	12/15/2016	3.5	draft report - market section, housing data	50%	1.75
JH	12/16/2016	2.6	draft report - blight issue, impacts of project	50%	1.30
JH	12/16/2016	4.3	updates charts, tables, further research	50%	2.15
JH	12/19/2016	2.5	Finalize report and edit	50%	1.25
JH	12/29/2016	1	Call to discuss report and blight issues	50%	0.50
JH	4/3/2017	0.3	call to discuss appraisal issues	50%	0.15
JH	4/10/2017	0.6	call to discuss scope of report	50%	0.30
JH	4/16/2017	3.4	update and reformat charts, edit report	50%	1.70
JH	5/2/2017	0.3	call to discuss report	50%	0.15
JH	5/4/2017	3.6	final edits and formating of report	50%	1.80
Total		35.6			17.8

Payment Instruction via Check:

LAKEMONT GROUP
C/O JOSHUA HARRIS
2037 SHAW LANE
ORLANDO, FL 32814

Williams Development Services, Inc.

Edward J. Williams
PRESIDENT

June 11, 2017

Mr. Harold Lassman
Maguire and Lassman
605 E. Robinson Street
Orlando FL 32801

RE: SR429 – Wekiva Parkway, CFX V. Aran Glenn Carter
Parcel 253, SR429, Section 429 – 204, Orange County

Dear Mr. Lassman,

The following invoice is for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated. Entries marked with an (A) indicate times allocated on the same day between two or more cases.

DATE	SERVICES	HOURS
8-30-16	Meeting with attorney, retained in case, received initial work assignments	1.0
9-2-16	Site and neighborhood inspections	1.5(A)
1-25-17		1.0(A)
2-6-17	Review ROW and construction plans for impacts to property	1.0(A)
2-8-17	Review and comment on CFX appraisal from a land Planning and development permitting standpoint.	3.0
2-20-17	Collect and analyze background data on Comprehensive Plan and Land	2.0(A)
2-21-17	Development Code, permitting history of the property; house relocation.	2.5
4-27-17	Assist MEI Inc. on utility cost allocation and review and comment on report	1.5(A)
4-26-17	Review and comment on VHB report	1.0
5-15-17	Conference with appraiser on utility issues	0.5
5-2-17	Highest and best use analysis, damage analysis	2.0
5-3-17		2.3
3-13-17	Preparation for and attendance at team meeting of experts to report findings	1.0
5-1-17	exchange information and coordinate work assignments	1.0

407-422-8100 ♦ Fax 407-422-8180

D

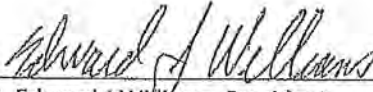
Williams Development Services, Inc.

Edward J. Williams
PRESIDENT

Subtotal: 22.5 Hours at \$250.00 per Hour

Total Due: \$ 5,625.00

Approved by:



Edward J Williams, President

Williams Development Services Inc.



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Harold Lassman, Esq.
Maguire Lassman, P.A.
605 E. Robinson Street
Suite 140
Orlando, FL 32801

Invoice No: <Draft>
June 12, 2017
VHB Project No: 62326.00

Invoice Total \$10,318.48

Professional Planning Services for Carter Property (Aran Carter)

Professional Services Thru June 10, 2017

Professional Personnel

	Hours	Rate	Amount
Principal 1	6.00	250.00	1,500.00
Technical/Professional 07	1.50	125.00	187.50
Technical/Professional 06	2.00	125.00	250.00
Technical/Professional 05	58.50	125.00	7,312.50
Technical/Support 2	6.00	85.00	510.00
Totals	74.00		9,760.00
Total Labor			9,760.00

Reimbursable Expenses

Printing

Total Reimbursables

558.48
558.48

Total this Invoice \$10,318.48

Billings to Date

	Current	Prior	Total
Labor	9,760.00	0.00	9,760.00
Expense	558.48	0.00	558.48
Totals	10,318.48	0.00	10,318.48



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

Project Number: 62326.00

Period: 201603

Date	Location	Job Type	User	Total
2/19/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.39
2/17/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$12.80
2/18/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
2/19/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$38.35
2/24/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$72.43
		Total		\$125.04



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

Project Number: 62326.00

Period: 201604

Date	Location	Job Type	User	Total
3/7/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$45.80
			Total	\$45.80



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

Project Number: 62326.00

Period: 201607

Date	Location	Job Type	User	Total
6/17/2016	Orlando FL	B/W Laser Printing	katieshannon	\$4.55
6/13/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$78.82
6/17/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$28.76
		Total		\$112.13



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

Project Number: 62326.00

Period: 201611

Date	Location	Job Type	User	Total
9/29/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$139.54
			Total	\$139.54



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

Project Number: 62326.00

Period: 201613

Date	Location	Job Type	User	Total
11/23/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$57.52
			Total	\$57.52



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

Project Number: 62326.00

Period: 201705

Date	Location	Job Type	User	Total
4/28/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$27.69
			Total	\$27.69

Davis	04/01/16	1.50	Merging historic aerial exhibits
	04/07/16	1.00	1970s aerial merge
	04/08/16	1.50	1980s aerial merge
	04/12/16	1.00	merging historic aerals
	04/13/16	2.00	1990s aerial and conference call with Matthew, Katie Shannon, and Jerry Holder
	04/14/16	2.00	Preparing acquisition and development exhibits
	04/15/16	3.00	Preparing acquisition and development exhibits
	04/20/16	2.00	Historic Aerial Exhibits
	04/21/16	2.00	Historic Aerial Exhibits
	04/26/16	1.50	Historic Aerial Exhibits
	06/10/16	2.00	Timeline maps
Hall	06/08/15	1.00	Research with Needler
	06/09/15	1.00	Maitland Blvd. research
	06/30/15	1.00	Research
	03/03/16	0.50	Invoicing
	03/07/16	1.00	Review of DPA
	11/29/16	1.00	Edits to DPA
	12/05/16	0.50	Tele call
Jackowski	06/12/15		File and upload executed Master Agreement and Client Authorization Email for Maguire Lassman/Carter ED Services and set up in DT
Needler	05/10/16	1.00	Research
	05/19/16	1.50	Research
	06/03/16	1.50	Beltway Timeline
	06/06/16	1.00	Orlando Beltway Timeline
	06/10/16	1.00	Created an excel timeline for Jim & company + added maps + extra research
Shannon	06/10/15	1.00	Coordinated with county staff about the possibility of rezoning.
	06/12/15	3.00	Went to County Permitting...spoke with Heather, Angel, and Mark about next steps related to the moving of the house
	06/15/15	0.50	Jenkins Site Aerial and Neighborhood Aerial Maps

		Coordinated with Pat Burdett of Modern Movers about process involved in the moving of the home - received confirmation that they complete all building, zoning, and health compliance permits.
06/22/15	0.50	GIS Maps - FLU, surrounding ownership, environmental - created. Environmental analysis conducted. Zoning description updated
06/23/15	5.00	Coordinated with Rocco to have email sent stating that a variance would not be necessary for the moving of the house - drafted letter to Mitch Gordon, Head of Orange County's Zoning Department
06/26/15	1.50	
02/17/16	4.00	IS Map series, review of CFX appraisal, start draft of report
02/18/16	3.00	Work on DPA
02/19/16	4.00	Carter teleconference with Lassman and expert witnesses, revisions to DPA
02/24/16	0.50	Revisions to DPA
03/07/16	2.50	Edits to DPA; review of doc with Jim
03/25/16	0.50	Collaborated with Jerry/Matt about historic aerials; set up extranet system; delegated responsibilities to Katie for series of exhibits
06/13/16	1.50	Prep for tele conference; tele conference; exchange of docs and set-up of new folder
06/17/16	3.50	Revisions to DPA - pre-post condition, figures, etc.
09/29/16	0.50	Telephone conference with Dreggors, Hall, Lassman, Matt, Maguire
11/22/16	0.50	Revisions
11/29/16	1.00	Meeting with Jim; edits to report; sent to client
12/05/16	0.50	Telephone conference with Hall and C. Abrams
12/09/16	0.50	Meeting with Dreggors, Maguire, Matt, Josh Harris, Harold on history of Wekiva Parkway and development; further research on docs like EIS< PD&E start of creation of graphics
12/12/16	2.00	Series of roadway exhibits in GIS, Photoshop, and InDesign: Wekiva Springshed and Springs exhibit, Municipalities exhibit, Planned Highway Exhibit
12/13/16	1.00	Edits to blight graphics
12/16/16	1.50	Tele call with Abrams; Conference call with Lassman, Matt, Dreggors, Abrams, Morris; review of utility cost estimate; GIS estimate on acres serviced; quantity of units provided; research on KP DRI

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
03/14/17 0.50 Catalog of new docs; scheduling
tele conference; review of Northwest area conceptual master
04/04/17 0.50 plan
04/28/17 1.00 MEI conference
[REDACTED]

Taniguchi 06/01/16 0.50 Maitland Extension research
06/10/16 1.00 Orlando beltway history/timeline
[REDACTED]
[REDACTED]

please make checks payable to:

m e i civil, LLC

964 Lake Baldwin Lane, Suite 200

Orlando, FL 32814

407-893-6894

fax 407-893-6851

www.meicivil.com

bill to:

Harold A. Lassman, Esquire

Maguire Lassman, P.A.

605 E. Robinson Street, Suite 140

Orlando, Florida 32801

Invoice Date: 6/12/2017

Invoice Number: 191019H-1

Invoice Amount Due: **\$19,120.50**

JOB: SR 429, Parcel 253

Aron Glenn Carter

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (DLM)	46.5	\$265.00	\$12,322.50	\$12,322.50
Senior Designer (JRR)	37.5	\$125.00	\$4,687.50	\$4,687.50
Designer (MP)	12.0	\$100.00	\$1,200.00	\$1,200.00
Subtotal				\$18,210.00
Expense (5%)				\$910.50
Total Fee Due				\$19,120.50

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

F

Work Descriptions for Daniel L. Morris, P.E.

191019h

Job Name *SR429, P253, Aron Glenn Carter*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
6/24/2015	2.5		request boundary and topographic services
8/5/2015	1.5		coordination with surveyor to include area of take on survey
8/19/2015	1.5		coordinate site plan preparation for house relocation
8/21/2015	3.5		coordinate site plan preparation for house relocation
10/19/2015	2.0		coordinate site plan prep with access road and septic system
1/25/2016	3.5		coordinate revise site plan for health department permit
3/18/2016	4.0		prepare for and make site visit after relocation
6/13/2016	3.5		review CFX appraisal report, prepare for and attend conf call regarding access
6/28/2016	3.5		coordinate report exhibit preparation
6/30/2016	1.5		coordinate report exhibit preparation
7/7/2016	9.5		review the latest roadway construction plans, analysis of impacts, preliminary engineering report
7/6/2016	7.5		finalize preliminary engineering report
12/15/2016	2.5		review/coordinate cost estimate preparation for utility extensions
<i>Total Hours:</i>		46.5	

Work Descriptions for John R. Russell

191019H

Job Name *Wekiwa Parkway P253 Carter*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
8/18/2015	0.5		SetUp Title Sheet
8/18/2015	1.5		CleanUp Survey Base Cadd File
1/7/2016	0.5		Add Legal Description & Plot
3/9/2016	3.0		Drafting SR 429 Roadway Plans
3/9/2016	1.5		Download & Review Appraisal & FDOT Plans
3/9/2016	2.0		Before Conditions Base File - Drafting & Calculations
3/9/2016	3.0		Create Exhibit Plan Sheets & Labeling
3/10/2016	2.5		Uncured Conditions Base File - Drafting & Calculations
3/10/2016	2.0		SR 429 Roadway Plans - Striping & Shading
3/10/2016	2.5		Area of Take Base File - Drafting & Calculations
3/20/2016	1.5		Drafting SR 429 Roadway Plans
3/21/2016	2.5		Partial Cure Plan
3/21/2016	1.0		Partial Cure Hatching
3/22/2016	3.0		Assemble Sheets from Cadd Files, Shading & Check Plot
3/23/2016	3.0		Adjust Sheet SetUp From In-House MarkUps
6/28/2016	1.5		UnCured Exhibit
6/28/2016	2.0		Partial Cure Exhibit
6/29/2016	1.5		8x11 USGS, FEMA, Aerial & Location Map Exhibits
6/30/2016	1.0		Revise Exhibits per Engineer Comments
6/30/2016	1.5		Update, Revise and Plot Exhibits
<i>Total Hours:</i>		37.5	

Work Descriptions for Mitchell Pentecost

191019H

Job Name *SR429, Glenn Carter, P253*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
10/13/2015	4.5	add access road, driveway, septic location to existing site plan
10/14/2015	1.0	add access road, driveway, septic location to existing site plan
11/2/2015	3.5	Begin work on 8.5 x 11 maps (site location, usgs, drainage, etc.)
1/12/2016	1.5	Deliver project drawings to client in Sanford
1/25/2016	1.5	Add water line to PDF, drive to/from Triangle for prints
<i>Total Hours:</i>	<i>12.0</i>	

Associated Land Surveying
& Mapping, Inc.

101 WYMORE ROAD, SUITE 111
ALTAMONTE SPRINGS, FL 32714
Phone [(407) 869-5002] Fax [(407) 869-8393]

INVOICE

INVOICE #120219
DATE: AUGUST 13, 2015

TO:
MEI CIVIL
964 LAKE BALDWIN LANE
ORLANDO, FL 32814

FOR:
PROJECT: 3239 ONDITCH ROAD
PO #

FOR PROFESSIONAL SERVICES

BOUNDARY AND TOPOGRAPHIC SURVEY

\$3,250.00

ORDERED BY GLENN CARTER (07/08/2015)

JOB #15069

Pd. 10/5/15
CK # 109

\$3,250.00

Make all checks payable to ASSOCIATED LAND SURVEYING & MAPPING, INC.
Total due in 30 days. Overdue accounts subject to a service charge of 1.5% per month.

Thank you for your business!

Power Acoustics, Inc.
12472 Lake Underhill Rd #302
Orlando, FL 32828

Invoice

DATE	INVOICE #
6/8/2017	17-06308

BILL TO
Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, FL 32801

CUSTOMER CONTACT / SHIPPED TO
Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, FL 32801

P.O. NO.	TERMS	JOB
	Per Agreement	CFX/Carter Parcel 253

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant breakdown attached.	27.875	210.00	5,853.75
Total, US Dollars			\$5,853.75

Power Acoustics, Inc
Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.

H

Principal Consultant: Dave Parzych, INCE.Bd.Cert

Job: Carter (Parcels 252 and 253) vs Expressway Authority eminent domain

Client: Maguire Lassman

Date	Time	Rate	Work Accomplished
6/29/2015	4	210	\$840.00 Review aerial and appraisal, prep sound monitor
6/30/2015	3	210	\$630.00 Review Carter Properties, Setup monitor
7/1/2015	3	210	\$630.00 Retrieve instrumentation, check out equipment
7/2/2015	3	210	\$630.00 Download data, pictures, document data conditions
11/17/2015	3	210	\$630.00 Traffic Model
2/17/2016	8	210	\$1,680.00 Traffic model
2/18/2016	6	210	\$1,260.00 Review plot 24 hour sound data, correct nighttime, location figure
2/18/2016	8	210	\$1,680.00 analysis/report
2/19/2016	8	210	\$1,680.00 report and telephone conference call, Lassman and team
5/11/2017	0.75	210	\$157.50 report finalize

SUBTOTAL 46.75

Hours Worked

\$9,817.50

Above work split between parcels 252 and 253 evenly

\$4,908.75

Additional Work for parcel 253

7/8/2015 4.5 210

\$945.00 Suggested location and orientation of re-located Glenn Carter home.

Parcel 252

\$4,908.75

Parcel 253

\$5,853.75

Parcel 253: Moving Expenses

	Date	Ref# if applicable	Contractor/vendor	Amount			
1	7/1/2015		TA Youngblood & Sons	\$86,000.00			
2	8/13/2015	120219	Associated Land & Survey	\$3,250.00			
3	9/9/2015		B&B Plumbing	\$3,750.00			
4	8/26/2015	19114	Bill's A/C & Heating	\$250.00			
5	10/5/2015	15-1787	State of Florida - Health	\$108.00			
6	7/27/2015	1038736	Duke Energy	\$805.35			
7	7/22/2015		Steve Harper Land Clearing	\$6,500.00			
8	7/21/2015	32389	Orlando Water	\$102.00			
9	8/5/2015	792667	Amerigas	\$31.37			
10	7/21/2015	3042533121	Amerigas	\$79.10			
11	7/16/2015	86859	Shelly's	\$300.00			
12	10/28/2015	87306	Shelly's	\$200.00			
13	10/7/2015		FedEx Office	\$153.36			
14	10/16/2015	9282424-018002	Waste Management	\$1,499.86			
15	10/1/2015	9273302-018	Waste Management	\$817.41			
16	10/1/2015	9273228-0	Waste Management	\$102.85			
17	9/14/2015		Waste Management	\$725.00	Discover - deposit		
18	9/21/2015	1978706	Neff Rental	\$321.02			
19	9/4/2015	1978456-0002	Neff Rental	\$329.51			
20	9/4/2015	1978456-0001	Neff Rental	\$7,064.24			
21	9/4/2015	1978456	Neff Rental	\$110.00			
22	5/17/2016	0006568-IN	Creative Walls & Landscaping	\$15,692.50			
23		31782	Wiggins Bros Well Drilling, Inc.	\$2,392.94			
24	6/7/2016		Thermotane	\$585.69			
25	6/15/2016		Beautiful Bamboo	\$4,804.30			
26	5/25/2016	45372	Libby Twins	\$750.00			
27	5/24/2016	36022	Orlando Water	\$274.10			
28	5/25/2016	36149	Orlando Water	\$103.84			
29	4/22/2016	2820	STE Electrical	\$1,005.00			
30	4/6/2016	2759	STE Electrical	\$1,160.00			
31	4/14/2016		Hunter Concrete	\$3,700.00			
32	4/22/2006	1847	Headwater Farms LLC	\$6,550.00			

33	4/15/2016	1845	Headwater Farms LLC	\$9,400.00			
34	4/29/2016	1851	Headwater Farms LLC	\$3,250.00			
35	6/10/2016	H6375-5196	Home Depot	\$4,502.82			
				\$166,670.26	Sub-total		

T. A. Youngblood & Sons Building Movers, Inc.

P.O. Box 470278
Lake Monroe, FL 32747
Ph: (407) 323-0715
Fax: (407) 321-5519

Estimate

Date	7/1/2015
------	----------

Company

Glenn Carter 3239 Ondich Rd Apopka, FL 32712
--

Description	Cost
<p>This estimate is for the relocation of CBS Home located at 3239 Ondich Rd Apopka, FL. The house has a 45 X 56 footprint. It is single story with a bonus room built in attic space. It is being relocated due to Road Work/ Ramp on 429. We will be relocating the house approximately 50 yards. This estimate is for the Move Only. We will furnish the Moving Permit and Engineering Plans for new foundation.</p> <p>All other connections, reconnections, land clearing, wire cost and other permits are the owners responsibility.</p> <p>Cost to Move House Cost for Foundation</p>	<p>66,000.00 20,000.00</p>
Total	\$86,000.00

E-mail
audreyablackwood@gmail.com

Associated Land Surveying
& Mapping, Inc.

101 WYMORE ROAD, SUITE 111
ALTAMONTE SPRINGS, FL 32714
Phone [(407) 869-5002] Fax [(407) 869-8393]

INVOICE

INVOICE #120219
DATE: AUGUST 13, 2015

TO:
MEI CIVIL
964 LAKE BALDWIN LANE
ORLANDO, FL 32814

FOR:
PROJECT: 3239 ONDITCH ROAD
PO #

FOR PROFESSIONAL SERVICES

BOUNDARY AND TOPOGRAPHIC SURVEY

\$3,250.00

ORDERED BY GLENN CARTER (07/08/2015)

JOB #15069

Pd. 10/5/15
CK # 109

\$3,250.00

Make all checks payable to ASSOCIATED LAND SURVEYING & MAPPING, INC.
Total due in 30 days. Overdue accounts subject to a service charge of 1.5% per month.

Thank you for your business!



B & B Plumbing of Central Florida, Inc.

1902 Montebello Avenue, Deltona, FL 32738
Telephone 407-834-5424
State Certification No. CFC1427174
E-mail: bb.plumbing@yahoo.com

PROPOSAL FOR: Glenn Carter
3239 Ondich Road
Apopka, FL 32712
Telephone (407) 432-9912
Email: agc2012@rocketmail.com

JOB LOCATION: SAME

REPIPE 2-BATH HOME CONSISTING OF:

(2) Water closets	(1) Ice maker box
(3) Lavatories	(1) Laundry
(2) Tubs	(1) Water heater
(1) Shower	(1) Main
(1) Kitchen	(2) Hose bibs

Repipe waste and water system (PVC & CPVC) to well and septic tank under raised dwelling.

Labor/material...\$3,750.00 (with permit)
\$3,600.00 (without permit)

Submitted this 9th day of September, 2015.

/s Ben Stevenson

ACCEPTED Aran Glenn Carter DATE Sept. 11, 2015.

BILL'S A/C & HEATING CORP.

Post Office Box 536
Minneola, Florida 34755
(352) 394-3617
FAX (352) 242-9885

BILL TO

GLENN CARTER
3239 ONDICH RD.
APOPKA, FL 32712

Invoice

DATE	INVOICE #
8/26/2015	19114

DESCRIPTION	AMOUNT
UNHOOK UNIT SO HOUSE CAN BE MOVED REMOVED CONDENSOR AND SEALED CONNECTIONS UNHOOKED COPPER FROM AIR HANDLER AND SEALED CONNECTIONS TOTAL MATERIALS AND LABOR NONI	250.00 0.00
Pd. 10/5/15 CK 110	
We appreciate your prompt payment.	Total \$250.00

WE ACCEPT MAJOR CREDIT CARDS.

CARD HOLDERS NAME _____

AMOUNT REMITTED \$ _____

CREDIT CARD NUMBER _____

EXP. DATE _____

SIGNATURE _____

MASTER CARD _____ VISA _____ DISCOVER _____

AMERICAN EXPRESS CORP. _____ PERSONAL _____

RECEIPT

DATE 10/06/15No. 045554RECEIVED FROM Arin Glenn Carter\$ 108.00one hundred & eight100 DOLLARS☐ FOR RENT☒ FOR Abandonment - 15-1787

ACCOUNT	
PAYMENT	<u>108.00</u>
BAL. DUE	

☐ CASH☐ CHECK☐ MONEY ORDER☒ CREDIT CARD

FROM

TO

BY

L. Clarke

TO

*** DUPLICATE ***

ARIN GLENN CARTER

CUSTOMER COPY

TO BE COMPLETED BY APPLICANT OR APPLICANT'S AUTHORIZED AGENT. SYSTEMS MUST BE CONSTRUCTED BY A PERSON LICENSED PURSUANT TO 489.105(3)(M) OR 489.552, FLORIDA STATUTES. IT IS THE APPLICANT'S RESPONSIBILITY TO PROVIDE DOCUMENTATION OF THE DATE THE LOT WAS CREATED OR PLATTED (MM/DD/YY) IF REQUESTING CONSIDERATION OF STATUTORY GRANDFATHER PROVISIONS.

PROPERTY INFORMATION

LOT: 01 BLOCK: 20 SUBDIVISION: 27-0000 PLATTED: 039PROPERTY ID #: 01-20-27-0000-039 ZONING: A-1 I/M OR EQUIVALENT: 1 Y 1(N)PROPERTY SIZE: 2.59 ACRES WATER SUPPLY: ☒ PRIVATE ☐ PUBLIC ☐ 1<=2000GPD ☐ 1>2000GPDIS SEWER AVAILABLE AS PER 381.0065, FS? ☐ Y ☒ N DISTANCE TO SEWER: 51 FTPROPERTY ADDRESS: 3239 Ondich Rd Apple FL 3239DIRECTIONS TO PROPERTY: North 441 Thru Apple, Turn Right onPlymouth Sorrento Rd go approx 5 miles take left onOndich Rd 3239 is approx 3/4 mile on right

BUILDING INFORMATION

☒ RESIDENTIAL☐ COMMERCIALUnit No. 1 Type of Establishment Mobile HomeNo. of Bedrooms 3 Building Area Sqft 1404 Commercial/Institutional System Design Table 1, Chapter 64E-6, FAC

1

2

3

4

☐ Floor/Equipment Drains ☐ Other (Specify)SIGNATURE: Arin Glenn CarterDATE: 10/8/15

DH 4015, 08/09 (Obsoletes previous editions which may not be used)
Incorporated 64E-6.001, FAC

Page 1 of 4



Duke Energy
St. Petersburg, Florida
July 27, 2015

INVOICE

GLENN CARTER
P.O. BOX 2012
APOPKA FL 32704

Please mail remittance and signed copy
of Invoice to:

Duke Energy Florida, Inc
Attn: CIAC Central BAY72
P.O. Box 14042
St. Petersburg, FL 33733

Service Address:
3237 ONDICH RD
APOPKA FL 32712

Account Number:
50488-57348
WMIS WR Number:
1038736

Work Description:

INSTALL RISER AND 120 FT UG SERVICE ON EXISTING POLE

CIAC Due: \$805.35

This invoice reflects Contribution in Aid of Construction (CIAC) for the above referenced work.

Agreement: The customer acknowledges receipt of invoice cover letter and further understands Customer is responsible for removing all obstructions from the route along which the Company's facilities are to be installed. Company shall not be responsible for any damage to shrubs, trees, grass, sod or any other foliage or property caused by the Company's equipment during installation of the Company's facilities. In addition, the Company shall not be responsible for the repair or replacement of underground facilities on the Customer's property damaged during the installation of the Company facilities, unless; prior to the Company's construction, the owner of the facilities clearly identified and marked the location of such facilities pursuant to any applicable statutory requirements concerning underground facility damage prevention.

The undersigned hereby authorizes Duke Energy to perform this work with necessary labor, facilities and equipment and acknowledges the Invoice amount becomes invalid if the signed agreement is not received by Duke Energy on or before 30 days from the date of this invoice.

Customer Signature

Aran Glenn Carter

Date: 8/5/15

Name (Please print or type)

Aran Glenn Carter

GLENN CARTER
P.O. BOX 2012
APOPKA FL 32704

July 22, 2015

Steve Harper
18044 Triple E Rd
Clermont, FL 34715
(321) 229-3586
sharperh62@aol.com

INVOICE

BILL TO:
#1032
Glenn Carter
receipt

Invoice:

Due upon

JOB:
Ondich Rd, Sorrento, FL

Clear Lot
(1) L.S. @

\$6,500.00

Chase Online

TOTAL CHECKING (...9222)

Check Number: 1814 Post Date: 07/27/2015 Amount of Check: \$102.00

ARAN GLENN CARTER P.O. BOX 2012 APOPKA, FL 32704-2012		18936 1814
July 24 2015		
PAID TO Orlando Water Inc.		\$ 102.00
One Hundred Two dollars no Cents		
CHASE		
Relocate Water Filter		Aran Glenn Carter
⑆ 267084131⑆		3472439222⑈1814

Need help printing or saving this check?

DO NOT WRITE, STAMP OR SIGN ON OR THIS LINE	ENCLOSURE
PAY TO THE ORDER OF SUNTRUST BANK FOR DEPOSIT ONLY ORLANDO WATER, INC. 100000126195	

Need help printing or saving this check?

© 2015 JPMorgan Chase & Co.

water filter Relocation

AmeriGas
605 S. HIGHLAND
Mt. Dora FL 32757
352-383-2161
www.amerigas.com

Final Bill

AmeriGas®

Page 1 of 2

ACCOUNT NUMBER: 201244769
AMOUNT DUE: \$31.37
TERMS: Due 30 Days From Invoice

CUSTOMER CLOSE NO: 792667
NAME: GLENN CARTER#
SERVICE ADDRESS: PO Box 2012
Apopka FL 32704-2012

Total Account Balance Due: \$31.37

Final Bill Overview

Date	Ref No.	Description	Amount Due
03/04	4107807462	Budget Pay Entry	-\$44.93
04/03	4108097049	Budget Pay Entry	-\$50.00
04/08	3039711985	*Forecast Order	\$591.90
05/05	4108295742	Budget Pay Entry	-\$50.00
06/03	4108505966	Budget Pay Entry	-\$50.00
07/06	4108691042	Budget Pay Entry	-\$50.00
07/10	3042313432	*Forecast Order	\$152.73
07/21	3042533121	*Service-Sales Order	\$79.13
07/21	402112273	*Rent-Cr.Memo Request - Eqpt Rent	-\$5.94
07/22	402117011	*Returns	-\$541.52

Messages:

Please pay the amount listed above to close out your account.

Pl. 8/5/15
CK # 1818

31.37

Contact Us: Billing, Service & Delivery: 352-383-2161
Pay Online or Enroll in our Automatic Payment program: www.amerigas.com

THANK YOU FOR YOUR BUSINESS!

9

AmeriGas
605 S. HIGHLAND
Mt. Dora FL 32757
352-383-2161
www.amerigas.com

Invoice

AmeriGas®

Page 1 of

ACCOUNT NUMBER: 201244769
INVOICE AMT DUE: \$79.13
DUE DATE: 08/20/2015

INVOICE NO: 3042533121 INVOICE DATE: 07/21/2015
NAME: GLENN CARTER#
SERVICE ADDRESS: 3239 ONDICH RD
Apopka FL 32712-5112

Account Activity

Date	Ref No.	Description	Quantity	Price	Amount
07/21/15	71384660	APP&S Service Dispatch Charge-NT SITE:101448701	1.0	\$39.99/EA	\$39.9
07/21/15	71384660	Pump Out Restocking Charge SITE:101448701	105.0	\$0.35/EA	\$36.7
		State Sales Tax			\$2.2
		County Sales Tax			\$0.1
		TOTAL NEW CHARGES			\$79.1

MESSAGES

Pay your Invoices, sign up for AutoPay, Go Paperless and much more by managing your account online using our free, quick, easy and secure service. Visit our company website and click on "My Account" to enroll.

We periodically review and revise our standard Terms & Conditions. Visit our company website to read the T&C that apply.

Earn \$100 for new residential customer referrals and \$150 when you refer a new business. Visit our company website to learn how.

No more checks or postage fees with our free AutoPay service! Visit the online billing site below to enroll.

Get protection for your outside propane gas lines for only \$18.95 a year with LineGard. Call us to enroll.

- ☎ Contact Us: Billing, Service & Delivery: 352-383-2161
☎ Pay Online or Enroll in our Automatic Payment program: www.amerigas.com

THANK YOU FOR YOUR BUSINESS!

AMERIGAS
605 S. HIGHLAND
MT. DORA FL 32757

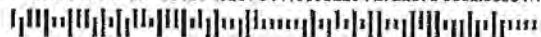
Account No.	Invoice No.	Invoice Date	Due Date	Amount Due
201244769	3042533121	07/21/2015	08/20/2015	\$79.1

TOTAL AMOUNT ENCLOSED \$79.13

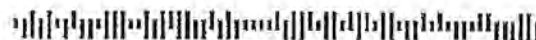
Please return this portion with your payment

☐ Account or user address change?
If yes, please check box and complete reverse side.

2083 1 A8 0.416 E0125 10281 D1410085220 P2722575 0002:0003 H1



GLENN CARTER#
PO BOX 2012
APOPKA FL 32704-2012



REMIT TO
PO BOX 660288
DALLAS TX 75266-0288

0201244769000304253312100000000079136

0002:0003

10

SHELLEY'S SEPTIC TANKS, INC.
 DBA SHELLEY'S ENVIRONMENTAL SYSTEMS
 P.O. Box 249/6505 West Jones Avenue, Zellwood, FL 32798-0249
 (407) 889-8042 • (352) 383-5775
 RMF Permit #FLA016177 (Zellwood)

To: _____

I authorize Shelley's Septic Tanks, Inc, DBA Shelley's Environmental Services to perform the services listed and I agree to pay the amount indicated. Price does not include electrical wiring or connections. I understand that Shelley's does not assume any responsibility for broken, settled, rusted, deteriorated or lead pipes, fixtures and any damages to driveways, landscaping, sprinkler systems, sidewalks, concreted areas or underground damages resulting from cleaning or repairing such lines. I have the authority to approve this work and the conditions of this agreement.

(Print Name)

(Signature)

COMPLETION: I acknowledge that the below described work has been completed to my satisfaction. I accept the conditions.

(Signature)

Phone Number		Date	
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
			300 -
	Tank Size		
	Tank Condition		
	Outlet 'T'		
SUB TOTAL			
TAX			
TOTAL			

1 1/2% per month service charge (18% per year) will be added.

SUB TOTAL

TAX

TOTAL

SHELLEY'S SEPTIC TANKS, INC.
 DBA SHELLEY'S ENVIRONMENTAL SYSTEMS
 P.O. Box 249/6505 West Jones Avenue, Zellwood, FL 32798-0249
 (407) 889-8042 • (352) 383-5775
 RMF Permit #FLA016177 (Zellwood)

To: 48-SX-1634735

 **FAXED**

'15 OCT 28 AM 8:24

3239 Oakwood Rd

Apopka FL

I authorize Shelley's Septic Tanks, Inc, DBA Shelley's Environmental Services to perform the services listed and I agree to pay the amount indicated. Price does not include electrical wiring or connections. I understand that Shelley's does not assume any responsibility for broken, settled, rusted, deteriorated or lead pipes, fixtures and any damages to driveways, landscaping, sprinkler systems, sidewalks, concreted areas or underground damages resulting from cleaning or repairing such lines. I have the authority to approve this work and the conditions of this agreement.

(Print Name)

(Signature)

COMPLETION: I acknowledge that the below described work has been completed to my satisfaction. I accept the conditions.

(Signature)

Phone Number		Date	
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	P/C FOR ABANDONMENT		300 -
	DISCOUNT - UNCOVERED		- 25
	DISCOUNT 24" 200 Gall		- 75
	Tank Size 945		
	Tank Condition ABANDONED		
	Outlet 'T' N/A		
SUB TOTAL			
TAX			
TOTAL			

1 1/2% per month service charge (18% per year) will be added.

SUB TOTAL

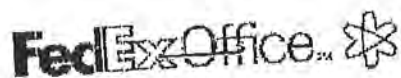
TAX

TOTAL

Drive was to be to be

Not to be

11-12



FedEx Office is your destination
for printing and shipping.

3120 S Kirkman Rd
Orlando, FL 32811
Tel: (407) 298-7383

10/7/2015

1:19:18 PM EST

Team Member: Michelle K.

SALE

BW 24x36 Print	32 @	4.5000 T
000278 Reg. Price	4.50	

Regular Total	144.00
Discounts	0.00

Total	144.00
-------	--------

Sub-Total	144.00
Tax	9.36
Deposit	0.00

Total	153.36
-------	--------

Visa (S)	153.36
----------	--------

Account: 17:3
Auth: 021913 (A)

Total Tender	153.36
Change Due	0.00

Total Discounts 0.00

NAT623



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Waste Management Inc. of Florida
PO BOX 42930
PHOENIX, AZ 85080

(407) 843-7370
(800) 829-7370
(813) 740-8408 FAX

INVOICE

Customer:
Online WM ezPay ID:
Invoice Date:
Invoice Number:
Account Number:
Due Date:

Page 1 of 3
GLENN CARTER
00015-78395-63004
10/16/2015
9282424-0180-2
181-0199931-0180-7
Due Upon Receipt

Total Current Charges Total Amount Due

1,499.86

1,499.86

Account Summary

Description	
Previous Balance	817.41
Total Credits and Adjustments	0.00
Total Payments Received	817.41
Total Current Charges	1,499.86
Total Amount Due	1,499.86
Total Amount Past Due	0.00

*Pd. 11/2/15
CK # 116*

Please pay total amount due. Thank you for your business.

Service Period: OCT 01-15 2015

Description	Amount
Roll-Off	1,499.86
Total Current Charges	1,499.86

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Use your iPhone or Android mobile device to manage your account, pay your bill, and schedule a roll-off pickup, similar to wm.com. More at wm.com/GoMobile.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
1,499.86	0.00	0.00	0.00	0.00	1,499.86



Waste Management Inc. of Florida
PO BOX 42930
PHOENIX, AZ 85080

(407) 843-7370
(800) 829-7370
(813) 740-8408 FAX

INVOICE

Pol 10/7/15
CK # 111

Customer: GLENN CARTER
Online WM ezPay ID: 00015-78395-631
Invoice Date: 10/01/2015
Invoice Number: 9273302-016
Account Number: 181-0199931-016
Due Date: Due Upon Receipt

Page 1 of 1

Total Current Charges	Total Amount Due
817.41	817.41

Account Summary

Description	
Previous Balance	0.00
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	817.41
Total Amount Due	817.41
Total Amount Past Due	0.00

Please pay total amount due. Thank you for your business.



Service Period: SEPT 16-30 2015

Description	Amount
Roll-Off	817.41
Total Current Charges	817.41

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Use your iPhone or Android mobile device to manage your account, pay your bill, and schedule a roll-off pickup, simply visit wm.com. More at wm.com/GoMobile.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
817.41	0.00	0.00	0.00	0.00	817.41



Waste Management Inc. of Florida
PO BOX 42930
PHOENIX, AZ 85080

(407) 843-7370
(800) 829-7370
(813) 740-8408 FAX

INVOICE

Customer: GLEN CAI
Online WM ezPay ID: 00015-74082-2
Invoice Date: 10/01
Invoice Number: 9273228-0
Account Number: 181-0199759-0
Due Date: Due Upon Receipt

Total Current Charges	Total Amount Due
625.37	102.85

Account Summary

Description	
Previous Balance	522.52
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	625.37
Total Amount Due	102.85
Total Amount Past Due	0.00

Please pay total amount due. Thank you for your business.

Service Period: 09/20/15 - 09/26/15

Description	Amount
Roll-Off	625.37
Total Current Charges	625.37

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Use your iPhone or Android mobile device to manage your account, pay your bill, and schedule a roll-off pickup, visit wm.com. More at wm.com/GoMobile.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
102.85	0.00	0.00	0.00	0.00	102.85



Waste Management Inc. of Florida
PO BOX 42930
PHOENIX, AZ 85080

(407) 843-7370
(800) 829-7370
(813) 740-8408 FAX

Payment Coupon

Please detach and send with checks only (no cash).
Please send all other correspondence to your local site.

Your Account Number

181-0199759-0180-2

Invoice Date

10/01/2015

Your Invoice Number

9273228-0180-8

Due Date

Upon Receipt

Total Due

102.85

Amount Paid

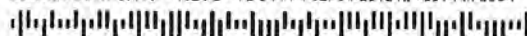
102.85

To pay this bill online and switch to paperless billing, go to wm.com/paperless

01801810199759092732280000006253700000010285 8

0007829 01 AT 0.413 **AUTO T2 0 7774 32704-201212 -C01-P07836-1

10290039



GLEN CARTER
POP BOX 2012
APOPKA FL 32704-2012



Waste Management Inc. of Florida
PO BOX 105453
ATLANTA, GA 30348-5453

From everyday collection to environmental protection, Think Green®. Think Waste Management.

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



16



A GLENN CARTER
Acct. Ending 3047
PO BOX 2012, APOPKA, FL, 32704--2012
(000)000-0000

Recent Activity Since September 12, 2015

Recent Account Activity Totals

Last Statement Balance	\$	0.00
Payments and Credits	+\$	0.00
Transactions	+\$	725.00
Current Balance	=\$	725.00

Next Statement Closing Date ⓘ Oct 12

About Your Last Statement

Last Statement Posted	September 12, 2015
Last Statement Balance	\$ 0.00
Minimum Payment Due	\$ 0.00
Payment Due Date	October 7, 2015

Please allow 1-3 days for payments to appear on your account.

Recent Transactions

Trans. Date ^	Post Date	Description	Amount	Category
09/14/15	09/14/15	WM EZPAY 866-834-2080 TX	\$ 725.00	Services

ⓘ Please be aware that your actual Next Statement Closing Date might be different if you change your Payment Due Date.

©2014 Discover Bank, Member FDIC.



THANK YOU FOR CHOOSING NEFF RENTAL

PAGE:

** INVOICE **

** Work Order **

DATE:	10/01/15
INVOICE #:	1978706

RECEIVED OCT 08 2015

BRANCH: SAN

PHONE:

NEFF RENTAL LLC
PO BOX 405138
ATLANTA, GA 30384-5138

**NOTICE: PLEASE REMIT PAYMENTS ONLY - TO ABOVE ADDRESS AND INCLUDE INVOICE #

DATE AND TIME OUT
9/21/15
DATE AND TIME RELEASED
DATE AND TIME RETURNED
9/21/15
DELIVERY CHARGE
PICK-UP CHARGE

RENTED TO:	CARTER & COGGINS CONTRACTING DBA C&C CONTRACTING 4515 OLD WINTER GARDEN RD ORLANDO, FL 32811
------------	---

SHIPPED TO:	
-------------	--

Job Location: 39 ONDICH ROAD, APOPKA

Job Number: 2 - C & C CONTRAC

CUSTOMER#	29993	PHONE	ORDERED BY	PURCHASE ORDER #
			NMITCHELL	VERBAL

Equipment To Be Repaired	Make	Model			
WHEEL LOADER 130-167HP 3YD BKT	JOHN DEERE	544K			
Serial Number	Equip #	Tag No.	Hrs/Mi	In Ser	
1DW544KZTCE646308	646308		2619.000	7/27/	
Work To Be Done					
CUSTOMER DAMAGE FLAT REPAIR					
Qty	Part Number	Description	U/M	Price	Amou

PARTS/LABOR:

Qty	Part Number	Description	U/M	Price	Exten
1	TIRE REPAIR	TIRE REPAIR CHARGE	EA	296.980	296.
1	ENFE	ENVIRONMENTAL	EA	4.450	4.

Customer called in for a tire repair he ran something over

Pl. 10/14/15
CK # 112

ORIGINAL INVOICE
PLEASE PAY
FROM THIS

301.4

SUB-TOTAL:	301.43
SALES TAX:	19.59
TOTAL:	321.02



RENTAL RETURN

INVOICE DATE: 10/06/15
INVOICE #: 1978456-0002

RECEIVED OCT 9 2015

BRANCH: SAN

PHONE: 407-320-9990

NEFF RENTAL LLC
PO BOX 405138
ATLANTA, GA 30384-5138

DATE AND TIME OUT

9/04/15 12:00PM

DATE AND TIME RELEASED

DATE AND TIME RETURNED

10/02/15 12:20PM

EST. DATE TO BE RETURNED

10/02/15 12:00 P

SALESPERSON

72733 Terr:

**NOTICE: PLEASE REMIT PAYMENTS ONLY - TO ABOVE ADDRESS AND INCLUDE INVOICE #

RENTED TO:

CARTER & COGGINS CONTRACTING
DBA C&C CONTRACTING
4515 OLD WINTER GARDEN RD
ORLANDO, FL 32811

SHIPPED TO:

CARTER & COGGINS CONTRACTING
3239 ONDICH ROAD
APOPKA, FL 32712

Job Location 39 ONDICH ROAD, APOPKA

Job Number 2 - C & C CONTRAC

CUSTOMER#	PHONE	ORDERED BY	PURCHASE ORDER #
29993	407-299-5131	304053-Glenn Carter	PENDING

CUSTOMER MUST CALL NEFF AND OBTAIN NUMBER TO RELEASE EQUIPMENT AND IS RESPONSIBLE FOR EQUIPMENT, FUEL, TIR REPAIRS, AND DAMAGES UNTIL PICKED UP BY NEFF.

Qty	Equipment #	Day	Week	4 Week	Total
1	WHEEL LOADER 130-167HP 3YD BKT 646308 544K Serial #:1DW544KZTCE646308	925.00	2245.00	4865.00	N/C
		HR OUT1 2619.00	HR IN1	2681.00	
1	WHEEL LOADER ACC. ROOT RAKE 516111 RRK-416 Serial #:18516111	255.00	630.00	695.00	N/C

SALES ITEMS:

Qty	Item number	Unit	Price	Total
52	DIESEL DIESEL FUEL	GL	5.950	309.40

Pd 10/14/15
CK # 113

ORIGINAL INVOICE
PLEASE PAY
FROM THIS

FINAL BILL: 10/02/15 THRU 10/02/15.

LOSS AND DAMAGE WAIVER (LDW) LDW IS NOT INSURANCE

By his/her initials, Customer agrees to pay a fee of 15% of the gross rental charges hereunder in consideration of Lessor agreeing to waive certain claims against customer for loss of or damage to said equipment, provided equipment is used in conformity with this agreement including the conditions specified on the reverse side of this agreement.

ACCEPTS _____ DECLINES _____

The equipment described herein is rented pursuant to and in accordance with the terms and conditions set out on the reverse side of this agreement. Customer represents that he/she has read and agrees to the same.

SIGNING FOR CUSTOMER X. _____ PRINT NAME _____

TERMS & CONDITIONS ON THE OTHER SIDE

RENTAL CONTACT INFO: GLENN (407) 432-9912

LDW: ** N/A **

SUB-TOTAL: 309.40

SALES TAX: 20.11

TOTAL: 329.51

DEPOSIT:

NET DUE:

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CLEANING CHARGES
MAY APPLY

Terms: Payment Due Net 10



THANK YOU FOR CHOOSING NEFF RENTAL

PAGE

4 WEEK BILL

INVOICE DATE: 9/25/15
INVOICE #: 1978456-0001

RECEIVED SEP 30 2015

BRANCH: SAN

PHONE: 407-320-9990

NEFF RENTAL LLC
PO BOX 405138
ATLANTA, GA 30384-5138

**NOTICE: PLEASE REMIT PAYMENTS ONLY - TO ABOVE ADDRESS AND INCLUDE INVOICE #

DATE AND TIME OUT

9/04/15 12:00PM

DATE AND TIME RELEASED

DATE AND TIME RETURNED

EST. DATE TO BE RETURNED

10/02/15 12:00 P

SALESPERSON

72733 Terr;

RENTED TO:

CARTER & COGGINS CONTRACTING
DBA C&C CONTRACTING
4515 OLD WINTER GARDEN RD
ORLANDO, FL 32811

SHIPPED TO:

CARTER & COGGINS CONTRACTING
3239 ONDICH ROAD
APOPKA, FL 32712

Job Location 39 ONDICH ROAD, APOPKA

Job Number 2 - C & C CONTRAC

CUSTOMER#	PHONE	ORDERED BY	PURCHASE ORDER #
29993	407-299-5131	304053-Glenn Carter	PENDING

CUSTOMER MUST CALL NEFF AND OBTAIN NUMBER TO RELEASE EQUIPMENT AND IS RESPONSIBLE FOR EQUIPMENT, FUEL, TIR REPAIRS, AND DAMAGES UNTIL PICKED UP BY NEFF.

Qty	Equipment #	Day	Week	4 Week	Total
1	WHEEL LOADER 130-167HP 3YD BKT 646308 544K Serial #:1DW544KZTCE646308	925.00	2245.00	4865.00	4865.00
		HR OUT1 2619.00	HR IN1		
1	WHEEL LOADER ACC. ROOT RAKE 516111 RRK-416 Serial #:18516111	255.00	630.00	695.00	695.00

SALES ITEMS:

Qty	Item number	Unit	Price	Total
1	ENFE	EA	83.410	83.41
	ENVIRONMENTAL			
	DELIVERY CHARGE			110.00
	PICKUP CHARGE			110.00

Pd 10/5/15
CK # 108

10/9/15

ORIGINAL INVOICE
PLEASE PAY
FROM THIS

BILLED FOR FOUR WEEKS 9/04/15 THRU 10/02/15

LOSS AND DAMAGE WAIVER (LDW) LDW IS NOT INSURANCE

By his/her initials, Customer agrees to pay a fee of 15% of the gross rental charges hereunder in consideration of Lessor agreeing to waive certain claims against customer for loss of or damage to said equipment, provided equipment is used in conformity with this agreement including the conditions specified on the reverse side of this agreement.

ACCEPTS _____ DECLINES _____

The equipment described herein is rented pursuant to and in accordance with the terms and conditions set out on the reverse side of this agreement. Customer represents that he/she has read and agrees to the same.

SIGNING FOR CUSTOMER X. _____ PRINT NAME _____

TERMS & CONDITIONS ON THE OTHER SIDE

RENTAL CONTACT INFO: GLENN (407) 432-9912

LDW: 834.00

SUB-TOTAL: 6697.41

SALES TAX: 366.83

TOTAL: 7064.24

DEPOSIT:

NET DUE:

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CLEANING CHARGES
MAY APPLY

Terms: Payment Due Net 10

20



RENTAL OUT

INVOICE DATE: 9/03/15

INVOICE #: 1978456

BRANCH: SAN

PHONE: 407-320-9990

NEFF RENTAL LLC
PO BOX 405138
ATLANTA, GA 30384-5138

**NOTICE: PLEASE REMIT PAYMENTS ONLY - TO ABOVE ADDRESS AND INCLUDE INVOICE #

DATE AND TIME OUT

9/04/15 12:00PM

DATE AND TIME RELEASED

DATE AND TIME RETURNED

EST. DATE TO BE RETURNED

10/02/15 12:00 P

SALESPERSON

72733 Terr:

RENTED TO:

CARTER & COGGINS CONTRACTING
DBA C&C CONTRACTING
4516 OLD WINTER GARDEN RD
ORLANDO, FL 32811

SHIPPED TO:

CARTER & COGGINS CONTRACTING
3239 ONDICH ROAD
APOPKA, FL 32712

Job Location 39 ONDICH ROAD, APOPKA

Job Number 2 - C & C CONTRAC

CUSTOMER

29993

PHONE

407-299-5131

ORDERED BY

304053-Glenn Carter

PURCHASE ORDER

PENDING

CUSTOMER MUST CALL NEFF AND OBTAIN NUMBER TO RELEASE EQUIPMENT AND IS RESPONSIBLE FOR EQUIPMENT, FUEL, TIRE REPAIRS, AND DAMAGES UNTIL PICKED UP BY NEFF.

Qty	Equipment #	Day	Week	4 Week	Total
-----	-------------	-----	------	--------	-------

1	WHEEL LOADER 130-167HP 3YD BKT 646308 544K Serial #:1DW544KZTCE646308	925.00	2245.00	4865.00	
	HR OUT1	2619.00			
1	WHEEL LOADER ACC. ROOT RAKE 516111 RRK-416 Serial #:18516111	255.00	630.00	695.00	

*** EQP MSG ***

FUEL added upon return \$___/GAL. Charge for KEY not returned \$___.

SALES ITEMS:

Qty	Item number	Unit	Price	Total
1	ENFE ENVIRONMENTAL DELIVERY CHARGE PICKUP CHARGE	EA		110.00 110.00

LOSS AND DAMAGE WAIVER (LDW) LDW IS NOT INSURANCE

By his/her initials, Customer agrees to pay a fee of 15% of the gross rental charges hereunder in consideration of Lessor agreeing to waive certain claims against customer for loss of or damage to said equipment, provided equipment is used in conformity with this agreement including the conditions specified on the reverse side of this agreement.

ACCEPTS _____ DECLINES _____

The equipment described herein is rented pursuant to and in accordance with the terms and conditions set out on the reverse side of this agreement. Customer represents that he/she has read and agrees to the same.

SIGNING FOR CUSTOMER X. _____ PRINT NAME _____

TERMS & CONDITIONS ON THE OTHER SIDE

RENTAL CONTACT INFO: GLENN (407) 432-9912

LDW:

SUB-TOTAL:

SALES TAX:

TOTAL:

DEPOSIT:

NET DUE:

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCEMULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLYCLEANING CHARGES
MAY APPLY

Terms: Payment Due Net 10

21



Creative Walls & Landscaping, Inc
26714 Oak Shadow Lane
Mt. Dora, FL 32757
Jeff Germeroth
352-267-2464

Contact:

Quote

Customer: Glenn Carter
4515 Old Winter Garden Rd.
Orlando, FL 32811

Project: C & C Contracting

Qty	Description	Unit	Total
2	Magnolia B&B	\$ 475.00	\$ 950.00
35	3 Gal. Burford Holly	\$ 10.00	\$ 350.00
20	3 Gal. Azalea Rushion	\$ 10.00	\$ 200.00
20	3 Gal. Loropetalum	\$ 10.00	\$ 200.00
30	1 Gal. Society Garlic	\$ 4.75	\$ 142.50
Total			\$ 1,842.50

10	Mulch	\$ 0.45	\$ 450.00
24,000	Zoyisa	\$ 0.35	\$ 8,400.00
10	Irrigation	\$ 500.00	\$ 5,000.00

TOTAL \$ 15,692.50

*50% Deposit due before work begins \$7846.25 5/17/16

THERMOTANE

Propane - Fireplaces - Water Heaters - Pool / Spa Heaters

Date: 1/7/10

Time: 2:45 pm

Employee: _____

ESTIMATE

Permit Y / N Permit Office: _____

City / County

Name: _____ Gate Code: _____

Address: _____ City: _____ Zip: _____

Phone: (____) _____ (____) _____ Email: _____

- ☒ Dolly In Full ☒ Upright ☐ Haul Away Dirt
☐ Dolly In Empty ☐ Bury Tank ☐ Back To Tank
☐ Laydown ☐ Hole is Dug

Inst / EXT - 24 - 28 - 60 - 120 - 150 - 250 - 500 - 1000 - AG
UG

Tank Size _____ Location _____

FP / CK / WH / Furn / Spa / Grill / Gen

Office: _____

Service: _____

1/7/10 12:00 PM - 1:00 PM
1/7/10 12:00 PM - 1:00 PM
Customer Payment: \$135.00

Future Stub Out For: # 135

_____ Parts Form Completed

Employees Needed: _____ Hours: _____

SERVICE CALL	60.00
GAS	175.00
YEARLY TANK RENTAL	32.00
1 M 1.5 H LABOR	90.00
PARTS	167.00
TAX	11.69
TOTAL	585.69
DEPOSIT PAID ON	
BALANCE OWED	
FINAL PAYMENT	
CUSTOMER PAID IN FULL	Y / N
AUTO PAY	Y / N

352.429.2425

Sold to:

Glen Carter

3239 Ondich Rd.

Apopka, FL 32712

(407) 432-9912

6/15/2016

QUANTITY

Size

SPECS

Type

Price

Total

53

3g

3-4' tall, 1-3 canes

Seabreeze

\$45.00

\$2,385.00

53

3g

install

Seabreeze

\$35.00

\$1,855.00

5

100

Irrigation

\$50.00

\$250.00

Delivery

\$0.00

\$0.00

subtotal

\$4,490.00

tax

\$314.30

Total Due

\$4,804.30

Received

Pyram Stauffer

6-15-2016

PAID

check # 136

WINS P.O. Box 530448
ING & HEAT DeBary, FL. 32753
 CAC1815302
 (407) 299-3588 (407) 886-5379

libbytwins@gmail.com

HVAC SERVICE ORDER INVOICE

45372

BILL TO

UNIT	UNIT
CARRIER	CARRIER
MODEL	MODEL
FP4ANF042	N/A
SERIAL NUMBER	SERIAL NUMBER
2006A86214	N/A

NAME				ENVIRONMENTAL CHECK LIST				WORK PERFORMED			
3239 Ondick Rd				DATE 5-25				CONDENSING UNIT			
APORVA 32712				PROMISED				TYPE/DISPOSITION			
PHONE (HOME) 407-432-9912				PHONE (WORK)				CONDENSING UNIT			
TECHNICIAN Sam - Alfonso				SCHED. TIME				FURNACE/ELEC.			
WORK TO BE PERFORMED Reconnect system				AM. PM.				RPLCD UNIT			
				RECOVERED				RPLCD UNIT			
				RECYCLED				RPLCD GAS VALVE			
				RECLAIMED				RPLCD THERMOCOUPLE			
				RETURNED				RPLCD BURNERS			
				DISPOSAL				RPLCD MOTOR			
				DISMANTLED				RPLCD COILS			
				CHANGED OUT/REPLACED				RPLCD LEAK			
				TOTAL \$				RPLCD LIMIT			
DESCRIPTION OF WORK PERFORMED								OILED MOTOR			
Reconnect Lines, Filter Dryer And T-stat								RPLCD FUSE			
Wire. Start And tested unit. Unit								RPLCD DISCONNECT			
Running fine at this time.								RPLCD PILOT			
								RPLCD WIRING			
								RPLCD CONTACTOR			
								RPLCD CAPACITOR			
								RPLCD RELAY			
								ADJUSTMENT			
								REFRIGERATION			
								NEW FILTER /DRIER			
								RPLCD LIMIT DISK			
								RPLCD WIRING			
								HARD-START KIT			
								EVAPORATOR COIL			
								CONDENSING COMPRESSOR			
								RPLCD UNIT			
								RPLCD THERMOSTAT			
								RPLCD LEAK			
								RPLCD DEFROST TIMER			
								SEAL			
								RPLCD LEAK			
								ADD FREON			
								CONDENSING COIL			
								CONDENSING COIL			
								ADJUSTMENT			
								RPLCD PAN			
								RPLCD HTFS			
								WINDOW UNIT			
								DUCT			
								RPLCD UNIT			
								ADJUSTED			
								CLEANED			
								INSTALLED			
								ADD FREON			
								THERMOSTAT			
								RPLCD STAT/SWITCH			
								ADJUSTED			
								CONDENSING COMPRESSOR			
								REPLACED			
								CONDENSING FAN MOTOR			
								FILTERS			
								CLEANED			
								REPLACED			
								TOTAL SUMMARY			
								TOTAL MATERIALS			
								TOTAL LABOR			
								TRAVEL CHARGE			
								TAX			
								TOTAL \$750.00			

NAME: CARTER, GLENN
ADDRESS: 3239 OMDICH RD
CITY: APOPKA, FL 32112
PHONE: 407-432-9912
COST: 274.10

NAME: CARTER, GLENN
ADDRESS: 3239 OMDICH RD
CITY: APOPKA, FL 32112
PHONE: 407-432-9912
COST: 274.10

MODEL: 3250 SERIAL: 12345678
MODEL: 3250 SERIAL: 12345678
MODEL: 3250 SERIAL: 12345678

TOTAL HARDWARE: 11
CABLES: 1
DISK: 1
OTHER: 1

SPECIAL INSTRUCTIONS:
INSTALL: SOFTWARE IN GAME LOCATION AS PREVIOUSLY INSTALLED. CHECK
OVER ENTIRE SYSTEM, MAKE SURE EVERYTHING IS WORKING CORRECTLY.
TEST: WATER IN & AFTER SYSTEM. 120 GALLONS @ 407-432-9912

NEW: 1 USED: 1
DISC #: 1 GALT: 1 GALT INSTEAD: 1

PUT ON SALT ROUTE!

INSTALLATION SITE: 1111 S. of Highway 100

TIME IN: 1 TIME OUT: 1 JOB HRS: 1 TRAVEL: 1 TOT HRS: 1 RATE: 1 \$ AMOUNT: 1

DIRECTIONS:
444 TO APOPKA, R ON PLYMOUTH SORENTO RD, L ON OMDICH
*DRIG OWNER: GLENN CARTER * DRIG SITE: 3239 OMDICH RD*

ADDITIONAL INSTALLER'S COMMENTS:

274.10 - 165.00
274.10 - 165.00
274.10 - 165.00

274.10

INSTALLATION COMPLETE (INSTALLER'S SIGNATURE)

3840 COMMERCE LOOP
ORLANDO, FL 32808
4072957711

RD

Transaction 000282

DATE PROMISED: 05/25/16 *Webster*

DATE CALL RECEIVED: 05/28/10

BALANCE FORWARD: -274.10

Total	\$103.84
-------	----------

DEBIT CARD SALE	\$103.84
-----------------	----------

CUST TYPE HC
OUT OF WARRANTY

DATE INSTALLED: 08/29/13

IN WARRANTY

PHONED IN BY :GLENN

ERGOXIDE @ \$48.75 + TAX EACH.

25-May-2016 12:03:04P
\$103.84 | Method: EMV
US DEBIT XXXXXXXXXXXXX4819
ARAN GLENN CARTER
Ref #: 614600000270
Auth #: 632762
MID: 825327234886
AID: A0000000980840
AthNtwkNm: INTERLINK
RtInd: DEBIT
PIN VERIFIED

Online: <https://clover.com/p/44TZHR1XDE3XP>



HOURS _____

CONCLUSION

DATE SERVICED

QTY.	MATERIAL DESCRIPTION	PART NO.	PRIC
------	----------------------	----------	------

SERVICE CHARGE

LABOR CHARGE

PH TDS

2 Cases of peroxide @ 14875 each 197

SUB TOTAL \$97.50

GRAN 6.5%

TAX % 6.34

AMOUNT DUE \$ 103.84

CHECK 表

AMOUNT PAID	\$
-------------	----

PARTS AND SERVICE RECEIVED BY X

REMARKS: Pay this within ten days. Statements sent to over due accounts only.
This company will not be responsible for cash paid to delivery or service man.

STE Electrical Systems, Inc.

P.O. Box 2011
Apopka, FL 32704-2011

Invoice

Date	Invoice #
4/22/2016	2820

Bill To
Glen Carter P.O. Box 2012 Apopka, FL 32704

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	Due on receipt	JSD	4/22/2016				
Quantity	Item Code	Description			U/M	Price Each	Amount
	Electrical Service	Scheduled Service Appointment: 04/14/16. Run UG Wiring to Well and Provision Wiring for A/C. Permit with Orange County Included.				1,005.00	1,005.00
It's been a pleasure working with you!					Total \$1,005.00		

STE Electrical Systems, Inc.

P.O. Box 2011
Apopka, FL 32704-2011

Invoice

Date	Invoice #
4/6/2016	2759

Bill To
Glen Carter P.O. Box 2012 Apopka, FL 32704

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	Due on receipt	JSD	4/6/2016				
Quantity	Item Code	Description			U/M	Price Each	Amount
	Electrical Service	Scheduled Service Appointment: 04/06/16. Panel Upgrade 150A>200A. Pcl. 4/15/16 CK # 122				1,160.00	1,160.00
It's been a pleasure working with you!					Total		\$1,160.00

Hunter Concrete

3730 Kentucky Street

Sanford, FL 32773

407-322-7979

ESTIMATE

DATE

4/14/2016

ESTIMATE FOR:

JOB ADDRESS

Glen Carter
3239 Onditch Rd.
Apopka Fl.

ITEM	DESCRIPTION	TOTAL
sidewalks	form and pour concrete sidewalks---Install 4' concrete sidewalk from circle to front door and garage. Install concrete parking pad 24 x 16 at garage door. Concrete to be 4" thick, 3000 lb. with fibre mesh reinforcing. Concrete and pump included.	3,700.00
TOTAL		\$3,700.00

Headwater Farms, LLC
Zellwood, FL 32798

Invoice

Date	Invoice #
4/22/2016	1847

Bill To
Glenn Carter 3239 Ondich Rd Apopka, FL 32712

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/22/2016			
Quantity	Item Code	Description			Price Each	Amount
2.5	Service	Days of skid steer work			1,000.00	2,500.00
15	Load(s)	Delivered sandy fill to 3239 Ondich			150.00	2,250.00
4	Load(s)	Delivered asphalt millings to 3239 Ondich			450.00	1,800.00
		Sales Tax			0.00%	0.00
						</

Headwater Farms, LLC
Zellwood, FL 32798

Invoice

Date	Invoice #
4/29/2016	1851

Bill To
Glenn Carter 3239 Ondich Rd Apopka, FL 32712

Ship To

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project	
				4/29/2016				
Quantity	Item Code	Description				Price Each	Amount	
5	Load(s)	Delivered 5 loads of asphalt millings to 3239 Ondich				450.00	2,250.00	
1	Service	1 day of skid steer work				1,000.00	1,000.00	
		Sales Tax				0.00%	0.00	



**More saving.
More doing.SM**

1530 E HWY 50
CLERMONT, FL 34711 (352)242-1870

6375 00014 10661 06/10/16 03:06 PM
CASHIER FRANCISCO

ORDER ID: H6375-5196
RECALL AMOUNT 4628.00
-----Save up to \$800 on Appliances-----
4628.00 Appliances BSM -400.00
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 4,228.00
SALES TAX 274.82
TOTAL \$4,502.82
XXXXXXXXXXXX3047 DISCOVER 4,502.82
AUTH CODE 01054R/7142467 TA



6375 14 10661 06/10/2016 9301
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

CE - Continued

Last Name: CARTER

Page 2 of 3

ADDL MDSE SUBTOTAL 0.00

No. H6375-5196

SALE 6375 00014 10661 06/10/16
32 FBZ3G2 03:06 PM

TO: CUSTOMER		-- CONTINUATION DOCUMENT -- PAGE 1	
JENN CARTER		ADDL MDSE SUBTOTAL	0.00
CITY: APOPKA		SUBTOTAL	4,228.00
UNTY: ORANGE	SALES TAX RATE: 6.5	SALES TAX	274.82
ERNATE PHONE:		MERCHANDISE TOTAL:	\$4,628.00
		XXXXXXXXXXXX3047 DISCOVER	4,502.82
		AUTH CODE 01054R/7142467	TA
END OF VENDOR DIRECT SHIP			

MERCHANDISE & SERVICES

/ deny returns. Please see the return policy sign in stores for details.

ORDER TOTAL	\$4,628.00
SALES TAX	\$300.82
TOTAL	\$4,928.82
BALANCE DUE	\$4,928.82

END OF ORDER No. H6375-5196



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RIGHT OF WAY COMMITTEE MEETING
June 28, 2017

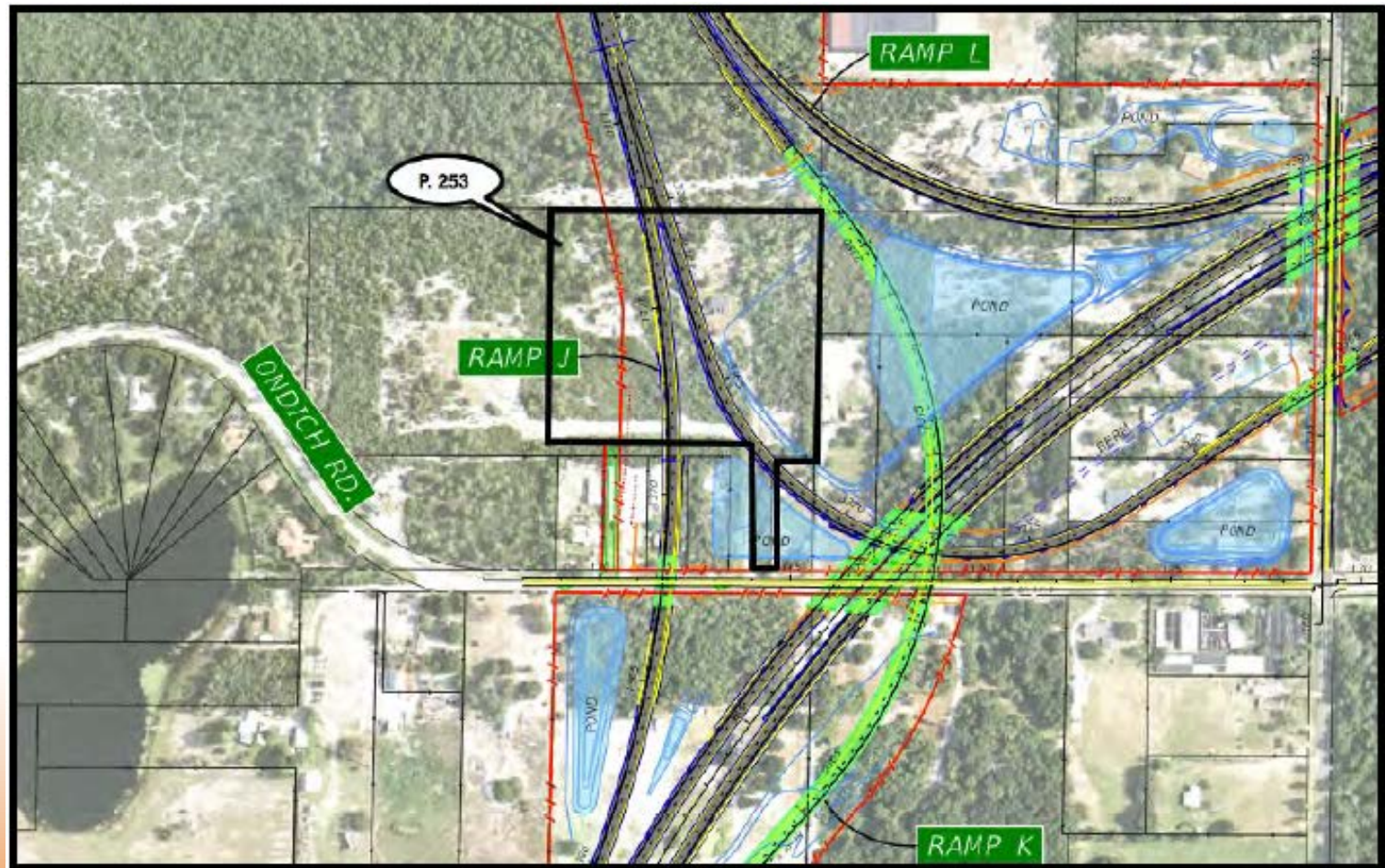
Parcel 253 - Aran Glenn Carter
Proposed Settlement

Location Map





Wekiva Parkway Improvements





Aerial of Parcel 253





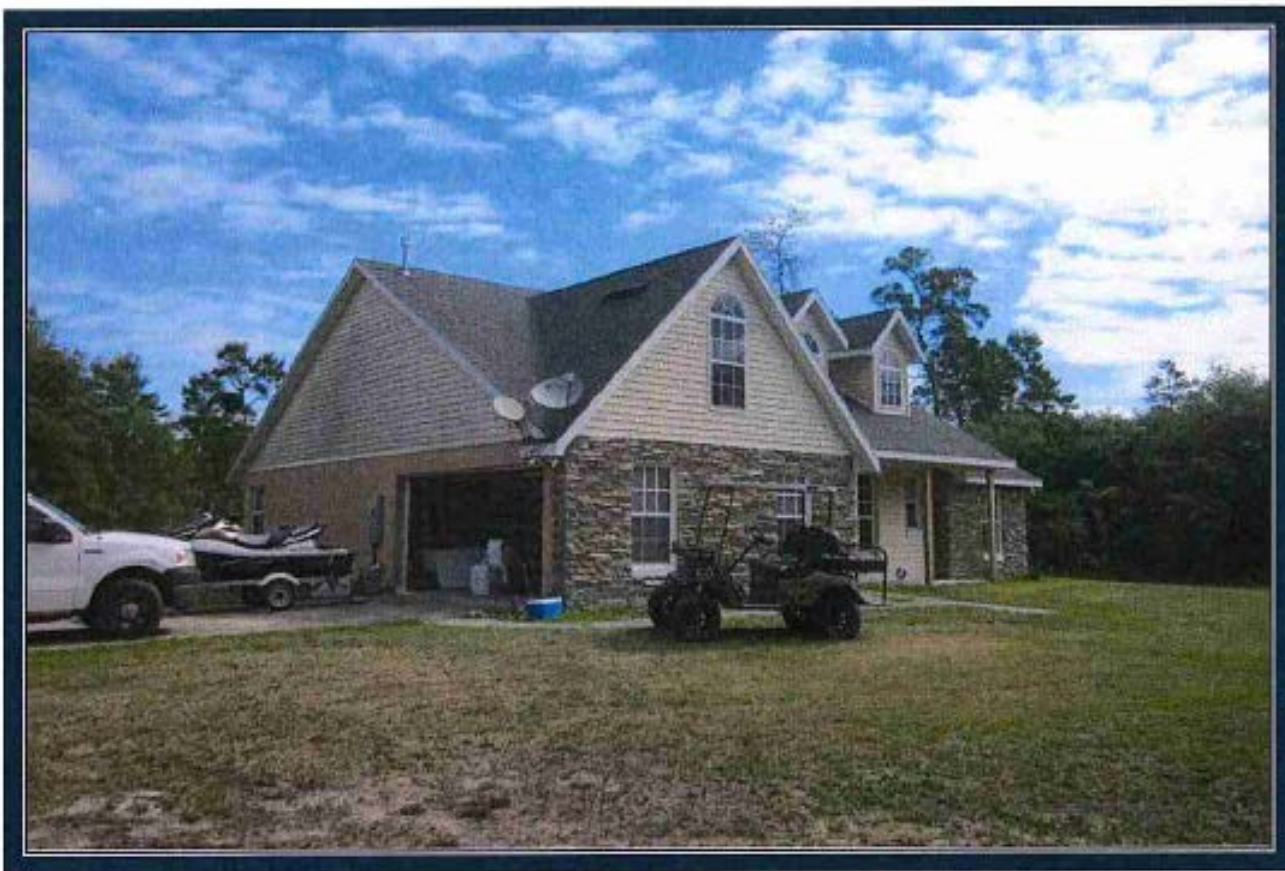
Aerial of Parcel 253



Northerly aerial view identifying the subject improvements.



Photographs of Property



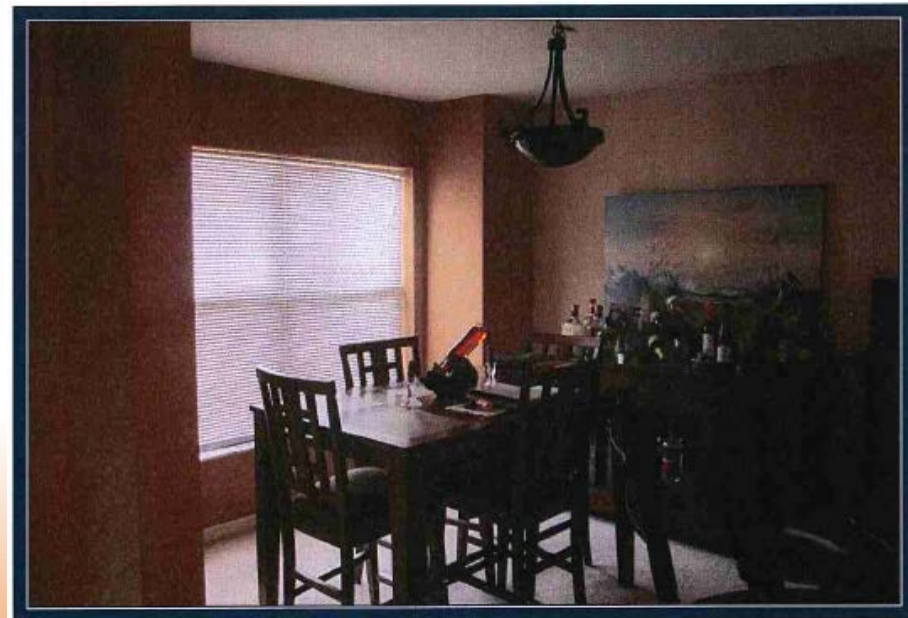
View of the single family home located on the subject property. (Photo No. 1)



Photographs of Property



View of the kitchen. (Photo No. 2)



View of the dining area. (Photo No. 3)



Photographs of Property



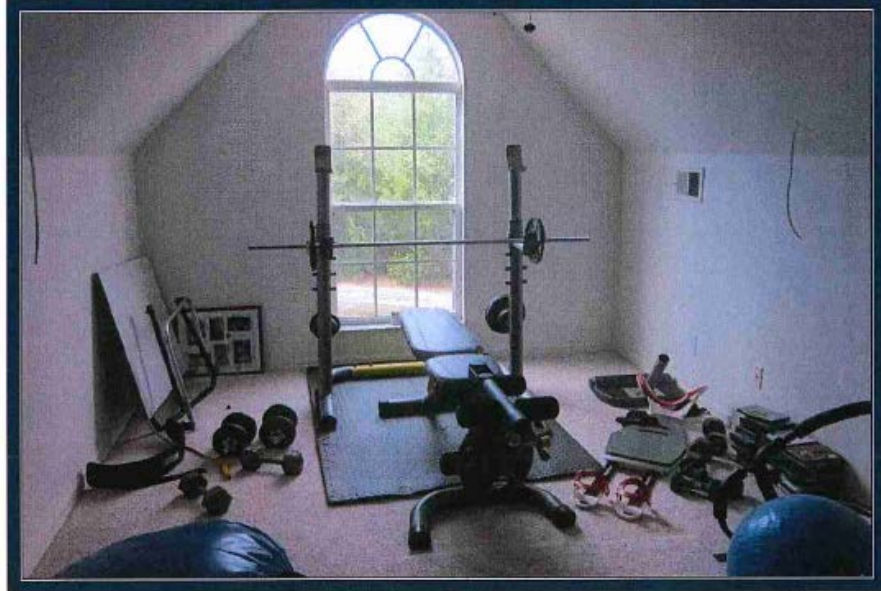
View of the interior of the home. (Photo No. 4)



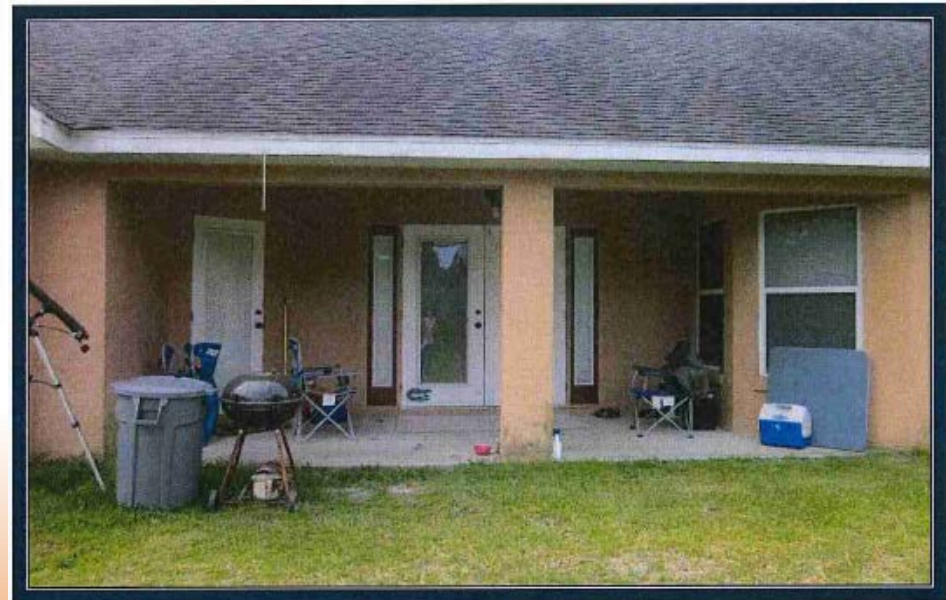
View of the fireplace in the living room. (Photo No. 5)



Photographs of Property



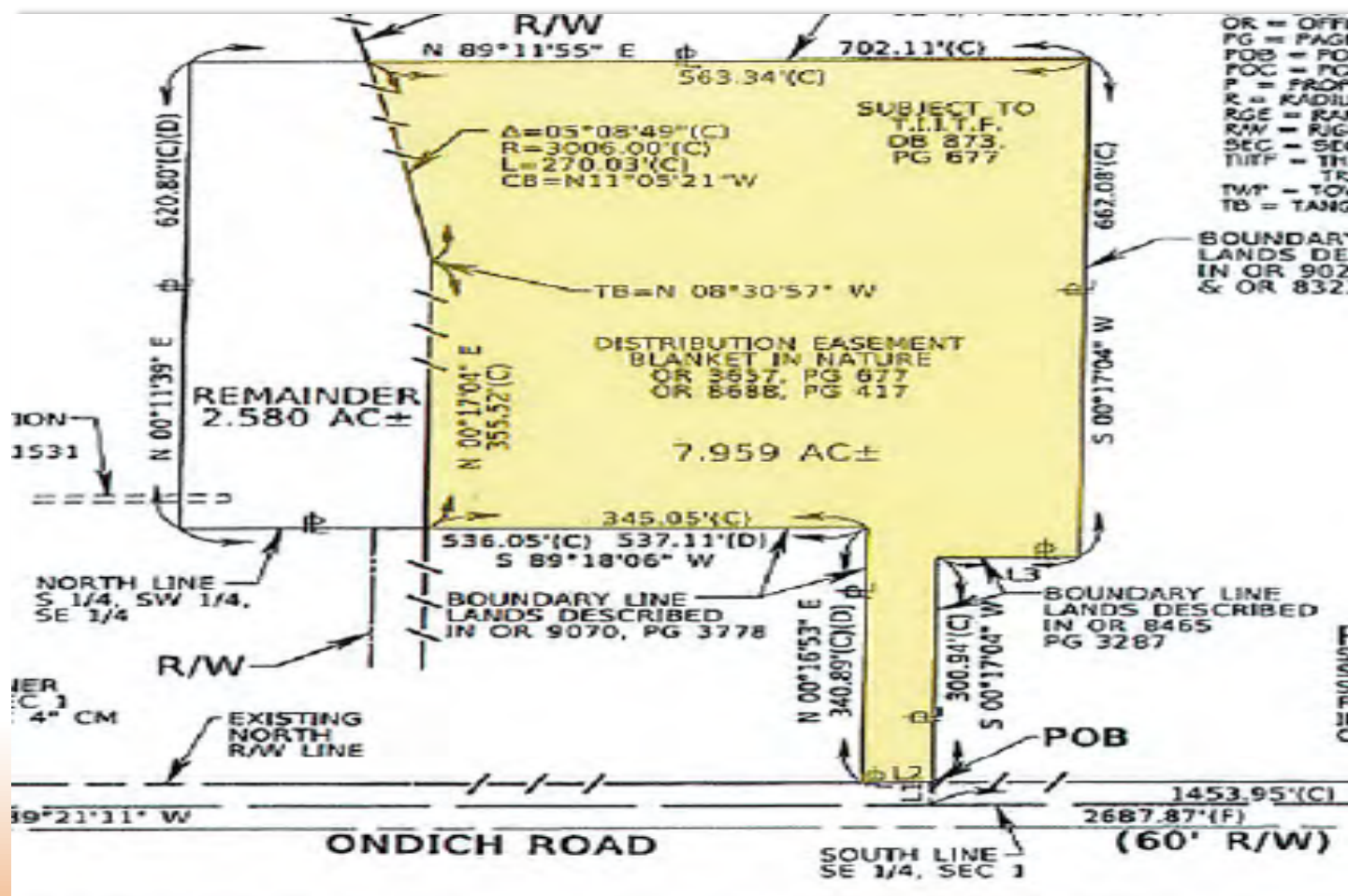
View of the second floor of the single family home. (Photo No. 6)



View of the back patio. (Photo No. 7)



Sketch of Remainder





Relocation of the House





Comparison of Appraised Values

	CFX	Owner's Appraisal	Carter's Demand
Land Value (per acre)	\$27,500	\$65,000	
Value of Part Taken (7.959 acres)	\$218,900	\$517,300	\$517,300
Improvements Taken	\$225,000	\$264,200	\$192,000
Severance Damages (2.587-acre remainder)	\$95,100	\$163,500	\$265,000
Total Estimate of Value	\$539,000	\$945,000	\$974,335



Owner's Expert Fees

	Invoiced Amount	Proposed Resolution
Ovation	\$ 1,950.00	\$ 1,950.00
Dreggors	29,850.00	25,372.50
Lakemont Group	6,230.00	5,000.00
Williams Development	5,625.00	5,063.00
VHB (without expenses)	9,760.00 (10,318.48 with exp.)	8,784.00
MEI Civil (Dan Morris) (without contingency)	18,210.00 (19,120 originally)	15,479.00
Land Survey	3,250.00	3,250.00
Power Acoustics	5,853.75	5,000.00
Total	\$80,798.75 (\$82,197.48 originally)	\$69,898.50

Proposed Settlement

	CFX	CARTER'S DEMAND	PROPOSED SETTLEMENT
Compensation to Owner	\$539,000.00	\$974,335.00	\$770,000.00
Expert Fees	50,597.50*	82,197.48	69,898.50
Attorney's Fees		135,083.75	84,000.00
Bridge the Gap		0	10,000.00
Total		\$1,191,616.20	\$933,898.50

*Excludes Review Appraiser



Recommendation


Please recommend to the Board approval of a settlement in the amount of \$933,898.50, including all claims of compensation arising from the taking of Parcel 253, severance damages, business damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, but excluding supplemental proceedings related to apportionment.

Tab M

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: June 19, 2017

RE: *Central Florida Expressway Authority v. Kenneth W. Morris*,
Case No.2015-CA-006557-O, Parcel 287/887
Owner: Kenneth W. Morris
Address: 2121 Haas Road, Apopka, Florida

BACKGROUND

The property owner, Kenneth Morris, accepted the offer of judgment served by the Central Florida Expressway Authority ("CFX"). The offer of judgment totaled \$1,442,000, excluding attorney's fees, expert fees, and costs. The property was appraised at \$1,030,000 for Parcel 287 and \$3,060 for Parcel 887. As part of full compensation and as required by Section 73.091, Florida Statutes, CFX is required to pay all reasonable costs incurred in the defense of the proceedings by the owner, such as reasonable appraisal fees.

OWNER'S REQUESTED EXPERT FEES

Counsel for the owner provided CFX with eleven (11) invoices, copies of which are attached. The invoices total \$167,430.84 as described below.

<u>Expert</u>	<u>Field</u>	<u>Invoice</u>
Calhoun, Dreggors & Associates	Appraiser	\$34,888.00
Equable Real Estate Solutions LLC (Charles W. Haynes, Jr., GAA)	Appraiser	10,176.25
MEI Civil (Dan Morris)	Engineer	31,326.75
VHB (Jim Hall)	Planner	31,535.35
Lakemont Group (Joshua Harris)	Market Analyst	15,557.50
Buchheit	Surveyor	29,324.64
Grove Scientific & Engineering (Golden)	Geologist	1,147.50
HSA Golden	Hydrologist	780.00
JTS Tech (Jerry Holder)	Tech Support	1,065.60
Aerial Cartographics of America	Historical Aerials	479.25
Ed Williams	Planner	11,150.00
Total		\$167,430.84

The owner and his experts expended considerable time analyzing whether the Wekiva Parkway project blighted the owner's property and the surrounding area.

ANALYSIS

In order to determine the reasonableness of the expert fees requested, counsel for CFX or its experts reviewed the invoices, reviewed the expert's files, and discussed the invoices and services rendered with the experts. By questioning and eliminating items that appeared redundant or unnecessary, the invoices were adjusted downward by approximately \$25,000. A breakdown of the proposed payment per invoice is below.

<u>Expert</u>	<u>Invoice</u>	<u>Settlement Proposal</u>
Calhoun, Dreggors & Associates	\$34,888.00	\$29,000.00
Equable Real Estate Solutions LLC (Charles W. Haynes, Jr., GAA)	10,176.25	8,141.00
MEI Civil (Dan Morris)	31,326.75	26,851.00
VHB (Jim Hall)	31,535.35	25,500.00
Buchheit	29,324.64	26,530.54
Lakemont Group (Joshua Harris)	\$15,557.50	13,500.00
Grove Scientific & Engineering (Golden)	1,147.50	1,147.50
HSA Golden	780.00	780.00
JTS Tech (Jerry Holder)	1,065.60	1,065.60
Aerial Cartographics of America	479.25	479.25
Ed Williams	11,150.00	9,500.00
Total	\$167,430.84	\$142,494.89

By comparison, CFX retained four experts and expended \$38,191.72 in expert fees to date, but CFX's experts had not yet started preparing for discovery or trial in this matter. To prepare for trial, CFX's experts would need to expend additional time, including time addressing the new issues raised by the owner's experts. Further, CFX may need to retain additional experts for rebuttal purposes, raising CFX's internal costs.

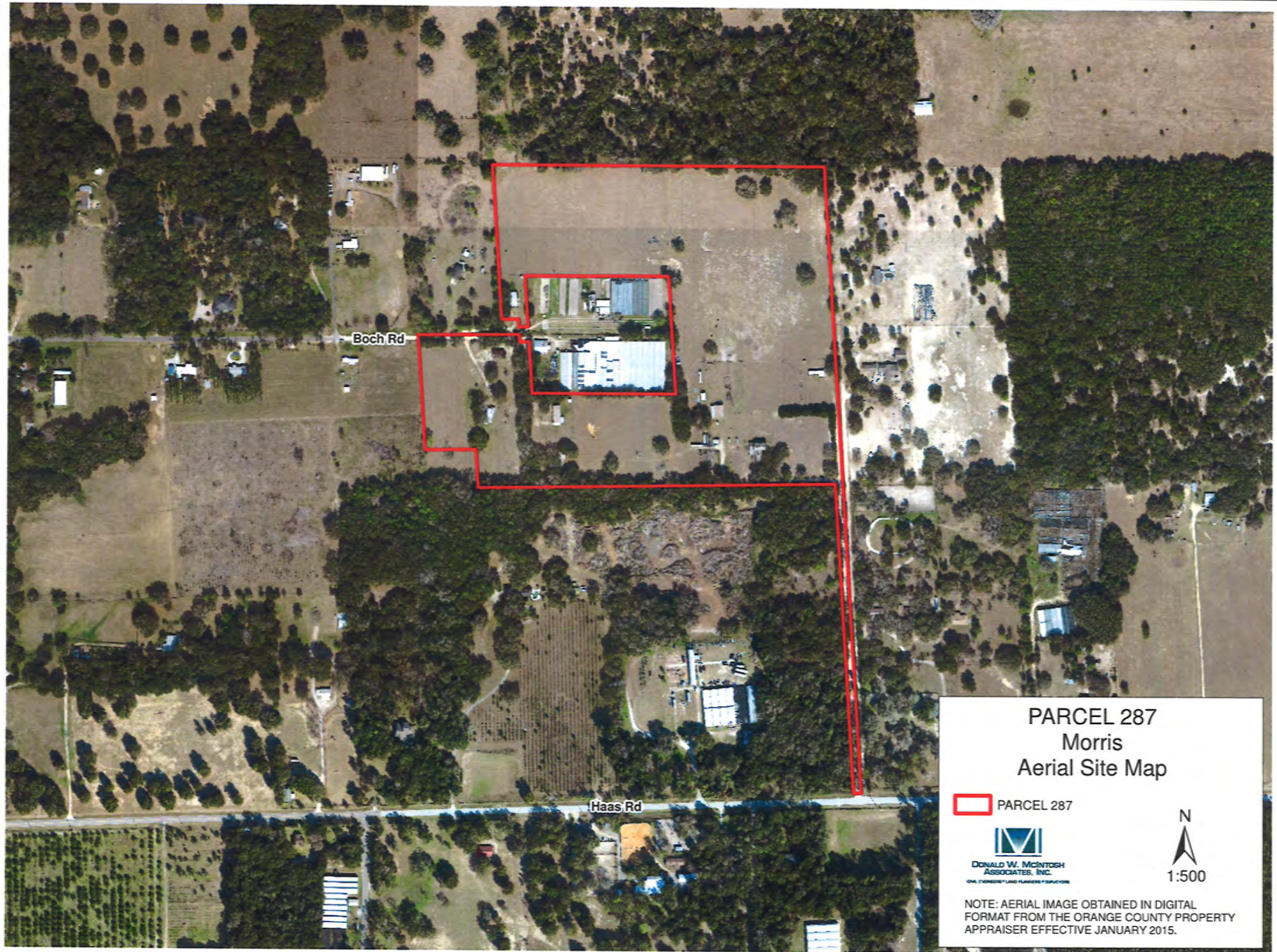
As an additional factor to consider, CFX, as the condemning authority, is responsible for attorney's fees incurred by the owner for supplemental proceedings, such as the determination of reasonable expert fees. In addition to the cost of the owner's attorney's fees, CFX would need to consider the cost of its own attorney's fees and its own expert fees. Thus, the cost of supplemental proceedings would be in the thousands of dollars or more depending on the circumstances.

RECOMMENDATION

We respectfully request that the Right of Way Committee recommend that the CFX Board approve the proposed settlement in the amount of **\$142,494.89** in settlement of all expert fees and costs associated with the taking of Parcels 287/887. The proposed settlement would resolve all remaining claims whatsoever arising from the taking of Parcels 287/887.

Attachments: Map and Aerial of Property
Invoices
Settlement Agreement



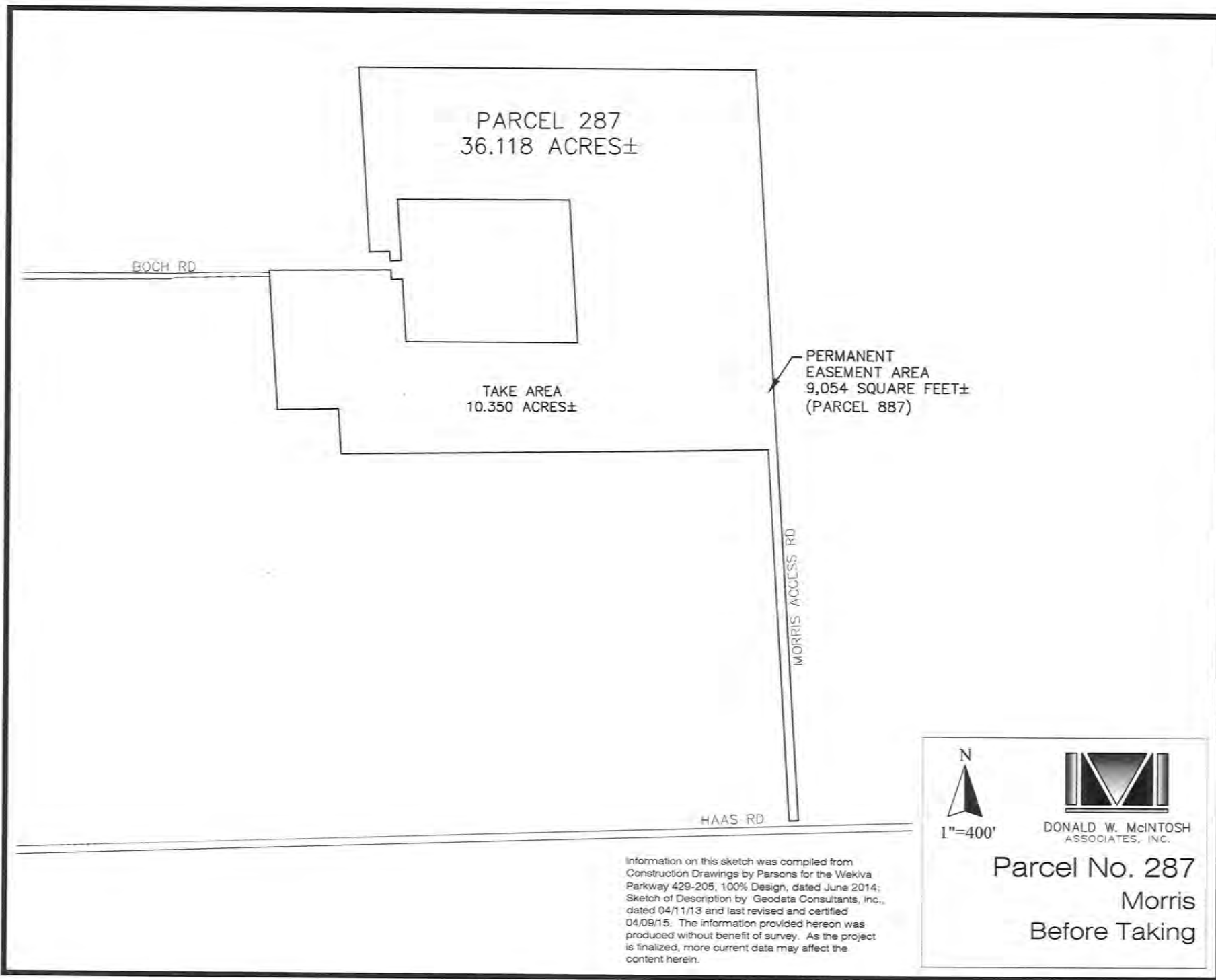


PARCEL 287
Morris
Aerial Site Map

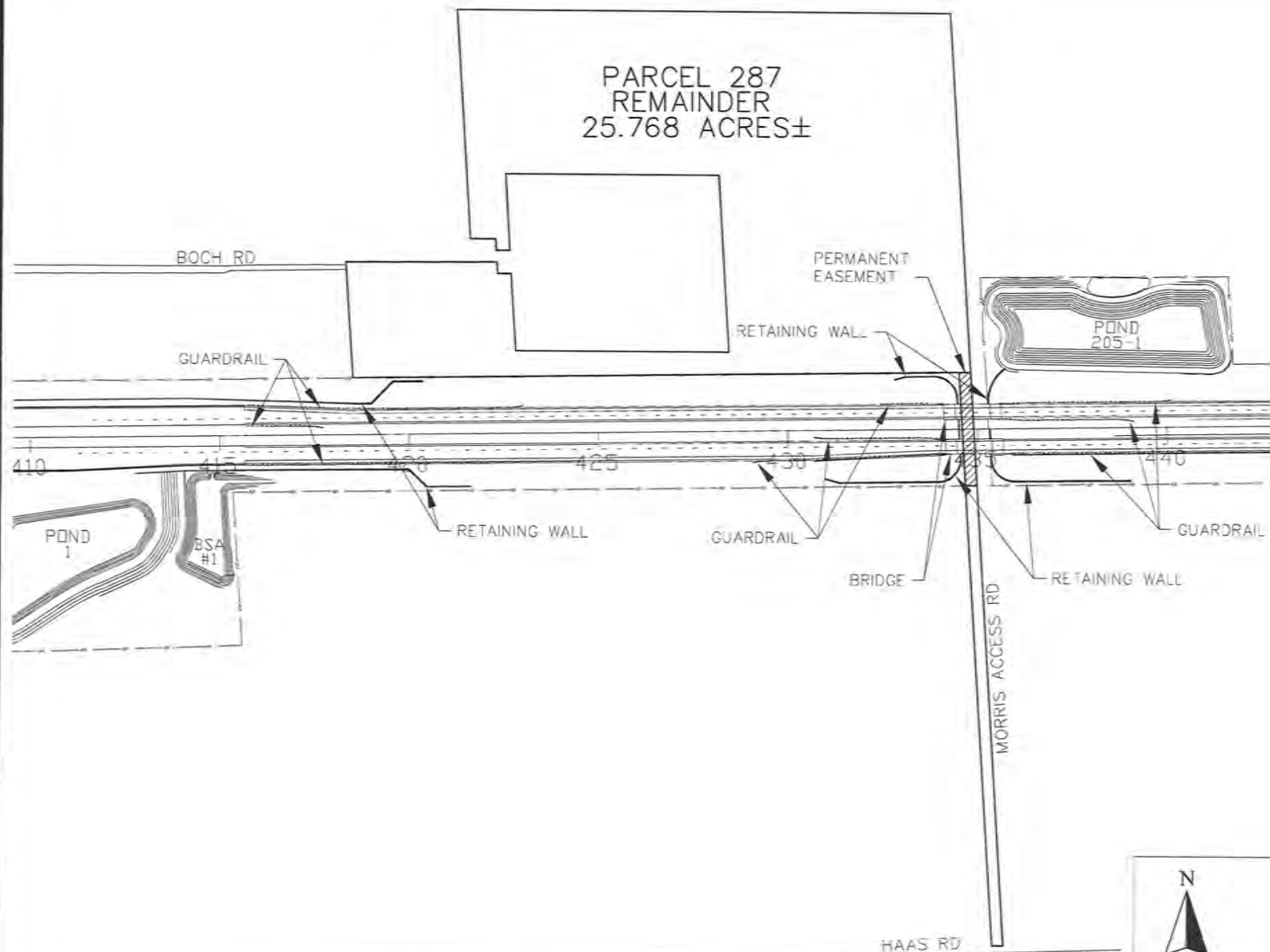
 PARCEL 287



NOTE: AERIAL IMAGE OBTAINED IN DIGITAL
FORMAT FROM THE ORANGE COUNTY PROPERTY
APPRAISER EFFECTIVE JANUARY 2015.



PARCEL 287
REMAINDER
25.768 ACRES±



Information on this sketch was compiled from Construction Drawings by Parsons for the Wekiva Parkway 429-205, 100% Design, dated June 2014; Sketch of Description by Geodata Consultants, Inc., dated 04/11/13 and last revised and certified 04/09/15. The information provided hereon was produced without benefit of survey. As the project is finalized, more current data may affect the content herein.



1"=400'



DONALD W. McINTOSH
ASSOCIATES, INC.

Parcel No. 287
Morris
After Taking

MORRIS EXPERT INVOICES

<u>Expert</u>	<u>Invoice Date</u>	<u>Hours</u>	<u>Amount</u>
Dreggors	01/18/17	165.5	\$34,888.00
Haynes	01/17/17	52.25	\$10,176.25
MEI	01/23/17	169.50	\$31,326.75
VHB	03/20/17	202.50	\$31,535.35
Harris	02/06/17	49.7	\$15,557.50
Buchheit	01/18/17	272	\$29,324.64
Grove (Golden)	02/16/17	8.5	\$1,147.50
HASGolden	04/30/15	5.5	\$780.00
Holder	01/16/17	8.88	\$1,065.60
Arial Cartographers	03/28/16	--	\$479.25
Ed Williams	01/27/17	44.6	\$11,150.00
TOTAL:			\$167,430.84

0 * *

34,888.00 +
10,176.25 +
31,326.75 +
31,535.35 +
15,557.50 +
29,324.64 +
1,147.50 +
780.00 +
1,065.60 +
479.25 +
11,150.00 +
167,430.84 *

0 * *

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

January 18, 2017

Raymer F. Maguire, Esq.
c/o Maguire Lassman
605 East Robinson Street
Suite 140
Orlando, FL 32801

RE: Owner: Morris
Project: Wekiva Parkway
Parcel No.: 287/887
County: Orange

INVOICE

Inspect subject property, meetings with owner, sales research/analysis, conferences with owner's representative, conferences with owners and experts, review taking and impacts to property, review land planning issues, analysis of potential for fill, analysis of land use and valuation/mining issues, analysis of highest and best use, review land planning information on other parcels in the area, analysis of access to subject before and after/ highest and best use, review engineering analysis, analysis of sales, inspect sales, review land planning report, review sales data for 2006 date of value analysis, begin analysis of land sales within and outside the project area, study research.

Abrams Schmidt:	106.25 Hrs. x \$175/Hr. =	\$18,594
Dreggors:	59.25 Hrs. x \$275/Hr. =	<u>16,294</u>
Total		\$34,888

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

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

OWNER	MORRIS	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
12/04/14	REVIEW OF FILE AND OWNER DOCUMENTS.	1.25
12/17/14	REVIEW OF FILE AND SUBJECT DATA; PREPARED FOR CONFERENCE CALL.	3.25
12/18/14	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH OWNER AND REPRESENTATIVE.	1.50
12/19/14	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.00
02/10/15	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.50
03/03/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.50
03/24/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.25
04/14/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.75
05/26/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.50
06/16/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.50
08/11/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.50
10/05/15	PREPARE FOR AND CONFERENCE WITH OWNER AND OWNER'S REPRESENTATIVE.	1.25
10/19/15	CONFERENCE CALL WITH OWNER AND HIS REPRESENTATIVE.	0.50
11/03/15	CONFERENCE CALL WITH OWNER AND EXPERTS; ANALYSIS OF SALES.	3.75
11/17/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ANALYSIS OF CONDEMNOR'S AFTER VALUE.	3.25
11/18/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; REVIEW OF CONTRACTOR'S ESTIMATE.	1.00

OWNER	MORRIS	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
11/19/15	MEETING WITH RICK TO REVIEW RELOCATION INFORMATION AND RCN ESTIMATES.	1.00
11/20/15	ANALYSIS OF RELOCATION VALUES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	1.50
12/08/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.50
12/22/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.25
12/23/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	1.50
01/06/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.75
01/20/16	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	2.00
01/27/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.25
02/17/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE AND OWNER.	0.50
02/23/16	CONFERENCE CALL WITH OWNERS.	0.75
04/04/16	CONFERENCE CALL WITH EXPERTS.	0.50
04/06/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS; REVIEW OF UPDATED LAND PLANNING REPORT; MEETING WITH RICK.	2.25
04/11/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.25
04/13/16	REVIEW OF ENGINEERING EXHIBITS; PREPARE FOR CONFERENCE CALL.	1.25
04/14/16	ASSIST WITH APPRAISAL.	1.75
04/18/16	ASSIST WITH APPRAISAL; WORK ON EXHIBITS FOR REPORT; CONFERENCE CALL WITH EXPERTS.	4.25
04/20/16	CONFERENCE CALL WITH EXPERTS.	0.25

OWNER	MORRIS	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/25/16	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	1.00
05/16/16	RESEARCH/ANALYSIS OF SALES; ASSIST WITH APPRAISAL; REVIEW OF EXPERT REPORTS; CONFERENCE CALL WITH EXPERTS.	5.00
05/17/16	RESEARCH/ANALYSIS OF SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ASSIST WITH APPRAISAL; WORK ON SALE WRITE-UPS.	3.75
05/18/16	ASSIST WITH APPRAISAL.	4.50
05/19/16	ASSIST WITH APPRAISAL; RESEARCH/ANALYSIS OF RENTS; CONFERENCE CALL WITH EXPERTS; ANALYSIS OF UPDATED SALES DATA.	6.00
05/20/16	RESEARCH AND VERIFYING SALES; ASSIST WITH APPRAISAL; CONFERENCE CALL WITH EXPERTS; MEETING WITH RICK.	3.00
05/23/16	ASSISTED WITH APPRAISAL; RESEARCH/ANALYSIS OF SALES.	4.00
05/24/16	CONFERENCE CALLS WITH EXPERTS; ASSIST WITH REPORT; WORK ON VERIFICATIONS.	2.25
05/25/16	CONFERENCE CALL WITH EXPERTS; ANALYSIS OF SALES.	3.50
05/26/16	CONFERENCE CALL WITH EXPERTS; ANALYSIS OF SALES; MEETING WITH RICK TO REVIEW.	2.25
05/31/16	ASSISTED WITH APPRAISAL; CONFERENCE CALL WITH EXPERTS.	2.50
06/01/16	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	2.50
06/03/16	ASSISTED WITH APPRAISAL.	3.00
06/06/16	REVIEW CONDEMNATION BLIGHT DOCUMENTS.	2.00
08/02/16	MEETING WITH RICK TO REVIEW STUDY ASSIGNMENT.	1.25
10/18/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.00

OWNER	MORRIS	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/25/16	ANALYSIS OF SALES; UPDATE AFTER SALES RESEARCH; MEETING WITH RICK TO REVIEW.	2.50
10/26/16	ANALYSIS OF SALES; PREPARE SUMMARY ANALYSIS IN PREPARATION FOR CONFERENCE CALL.	3.00
11/01/16	CALL WITH EXPERTS.	0.50
11/04/16	ASSISTED WITH APPRAISAL; SALES ANALYSIS.	3.00
11/07/16	CALL WITH EXPERTS; WORKED ON AFTER SALE WRITE-UPS.	3.25
11/08/16	WORKED ON EXHIBITS FOR SALES; ASSISTED WITH APPRAISAL.	2.00
11/22/16	CALL WITH OWNER'S REPRESENTATIVE AND JIM GOLDEN.	0.50
12/13/16	MEETING WITH RICK TO REVIEW DAMAGE ANALYSIS; REVIEW PROPOSED SETTLEMENT DOCUMENTS; CALL WITH OWNER'S REPRESENTATIVE.	<u>2.25</u>
	TOTAL HOURS	106.25

OWNER	MORRIS	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/26/11	PREPARE FOR AND INSPECT SUBJECT; MEET WITH OWNER.	2.00
09/18/13	INSPECT LAND SALES; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.50
10/04/13	ASSIST WITH SALES RESEARCH OF VACANT PARCELS IN WEST ORANGE COUNTY.	1.25
07/21/14	CONFERENCE WITH OWNER'S REPRESENTATIVE TO SET UP INSPECTION.	0.25
07/28/14	PREPARE FOR AND ASSIST WITH SUBJECT PROPERTY INSPECTION; CONFERENCE WITH OWNER'S REPRESENTATIVE.	2.25
12/18/14	PREPARE FOR CONFERENCE CALL WITH OWNERS AND EXPERTS.	1.25
12/19/14	CONFERENCE CALL WITH THE PLANNER.	1.00
01/05/15	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW TAKING AND IMPACTS TO PROPERTY IN THE AREA.	0.75
02/10/15	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW LAND PLANNING ISSUES; REVIEW POTENTIAL FOR FILL FROM PARCEL.	1.75
02/16/15	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING HIGHEST AND BEST USE BEFORE THE TAKING.	0.50
03/03/15	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW LAND USE AND VALUATION/MINING ISSUES.	0.75
03/24/15	CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.25
04/14/15	CONFERENCE WITH EXPERTS TO DISCUSS AND REVIEW HIGHEST AND BEST USE.	0.75
09/10/15	REVIEW VALUATION ISSUES WITH OWNER'S REPRESENTATIVE.	1.00
10/04/15	REVIEW VHB PLANNING ANALYSIS IN PREPARATION OF CONFERENCE CALL.	1.75

OWNER	MORRIS	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/23/15	REVIEW INFORMATION ON THE EFFECT OF THE WEKIVA PARKWAY LEGISLATION FROM 2004 IN THE MT. DORA PAPER.	0.75
11/13/15	ANALYSIS OF HIGHEST AND BEST USE; REVIEW LAND PLANNING INFORMATION ON OTHER PARCELS IN THE AREA.	1.75
11/17/15	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW HIGHEST AND BEST USE OF SUBJECT AND SALES DATA.	1.25
11/19/15	MEETING WITH ASSOCIATE TO REVIEW VALUATION.	1.00
12/22/15	PREPARE FOR CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING CLAY ON THE SUBJECT PARCEL.	0.25
12/23/15	PREPARE FOR AND CONFERENCE WITH ENGINEER, OWNER AND OWNER'S REPRESENTATIVE REGARDING CLAY AND FILL AVAILABLE FOR THE PROPERTY.	1.75
01/06/16	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS; DISCUSS SOIL/EXCESS FILL.	0.50
01/20/16	PREPARE FOR CONFERENCE CALL WITH NUMEROUS EXPERTS; CONFERENCE WITH OWNER AND OWNER'S REPRESENTATIVE; REVIEW HIGHEST AND BEST USE OF PARCEL; REVIEW SOILS INFORMATION AND VALUE OF FILL.	1.75
02/23/16	CONFERENCE WITH OWNER AND ENGINEER REGARDING SCOPE OF ASSIGNMENT.	0.50
04/04/16	PREPARE FOR CONFERENCE CALL AND REVIEW ACCESS TO SUBJECT.	0.50
04/06/16	CONFERENCE WITH EXPERTS AND OWNERS; REVIEW VHB REPORT; MEETING WITH ASSOCIATE TO DISCUSS.	2.75
04/11/16	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW ACCESS TO SUBJECT BEFORE AND AFTER/ HIGHEST AND BEST USE.	0.75

OWNER	MORRIS	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/25/16	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW ENGINEERING ANALYSIS.	1.50
05/02/16	PREPARE FOR CONFERENCE CALL WITH EXPERTS.	0.50
05/09/16	PREPARE FOR AND CONFERENCE WITH ENGINEER AND LAND PLANNER.	0.75
05/16/16	CONFERENCE CALL WITH EXPERTS TO REVIEW LAND PLANNING ISSUES.	1.50
05/17/16	REVIEW SALES AND VHB REPORT.	1.00
05/19/16	PREPARE FOR AND CONFERENCE WITH EXPERTS TO REVIEW MEI REPORT AND LAND PLANNING/ HIGHEST AND BEST USE; REVIEW EARLY SALES DATA.	1.50
05/20/16	PREPARE FOR AND CONFERENCE WITH ASSOCIATE AND LAND PLANNER.	0.50
05/24/16	CONFERENCE WITH EXPERTS; REVIEW HIGHEST AND BEST USE BEFORE AND AFTER.	4.25
05/25/16	CONFERENCE WITH EXPERTS; REVIEW SALES DATA FOR 2006 DATE OF VALUE ANALYSIS.	3.25
05/26/16	CONFERENCE WITH PLANNERS AND ENGINEER; MEETING WITH ASSOCIATE.	1.25
05/31/16	CONFERENCE WITH EXPERTS.	1.25
06/01/16	PREPARE FOR CONFERENCE WITH EXPERTS.	1.75
06/03/16	BEGIN ANALYSIS OF LAND SALES WITHIN AND OUTSIDE THE PROJECT AREA.	1.50
06/13/16	REVIEW LAND PLANNING ISSUES AND CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.50
06/16/16	PREPARE FOR AND PARTICIPATE IN CONFERENCE CALL WITH EXPERTS AND OWNER.	0.75
07/31/16	ASSIST WITH LAND SALES ANALYSIS OF LAND INSIDE AND OUTSIDE PROJECT AREA.	1.50
08/02/16	ASSIST WITH STUDY RESEARCH; REVIEW WITH ASSOCIATE.	1.25

OWNER	MORRIS	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/25/16	REVIEW SALES WITH ASSOCIATE.	0.50
10/31/16	PREPARE FOR CONFERENCE WITH EXPERTS TO REVIEW SCOPE OF WORK NEEDED TO FINISH.	0.50
11/01/16	CONFERENCE CALL WITH EXPERTS.	0.50
11/22/16	PREPARE FOR AND CONFERENCE WITH ENGINEER AND OWNER'S REPRESENTATIVE.	0.50
12/13/16	MEETING WITH ASSOCIATE TO REVIEW CFX OFFER; CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW.	<u>2.25</u>
	TOTAL HOURS	59.25

Equable Real Estate Solutions LLC.

*Real Estate Appraisers & Consultants
2112 Sunnydale Boulevard, Suite E,
Clearwater, Florida 33765
(727) 362-5110*

January 17, 2017

Mr. Raymer F. Maguire III
Maguire Lassman P.A.
605 E. Robinson Street
Suite 140
Orlando, FL 32801

In Reference To: Morris Property
Wekiva Parkway (State Road 429)
Parcel 287/887
Orange County

INVOICE

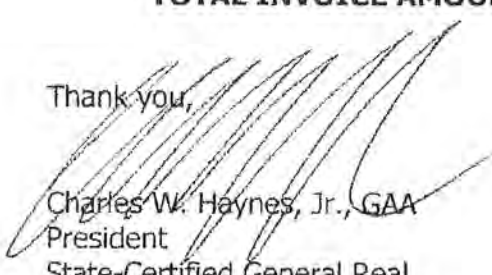
Analysis of subject property, subject neighborhood, and market trends; research and analyze highest and best use issues for subject property; analysis of take and damage issues; and discuss various issues with client.

D. L. Beaugrand :	32.25 Hrs. @ \$145.00/Hr.	\$ 4,676.25
C. W. Haynes :	20.00 Hrs. @ \$275.00/Hr.	<u>5,500.00</u>

TOTAL INVOICE AMOUNT:

\$10,176.25

Thank you,



Charles W. Haynes, Jr., GAA
President
State-Certified General Real
Estate Appraiser RZ2244

Invoice submitted to:

Mr. Raymer F. Maguire III
Maguire Lassman, PA
605 E. Robinson Street
Suite 140
Orlando, FL 32801

January 17, 2017

In Reference To: Morris Property
Parcel 287/887
State Road 429/Wekiva Parkway
Central Florida Expressway
Orange County

Invoice #10890

Professional Services

Hours

Donna Beaugrand

11/10/2016	OPEN FILE; PRINT OUT SUBJECT FILE AND BEGIN PROCESSING DATA.	5.00
11/12/2016	CONTINUE PRINTING OUT FILE AND PROCESSING SUBJECT DATA; ANALYSIS OF INFORMATION	7.00
11/14/2016	CONTINUE PRINTING OUT FILE AND PROCESSING SUBJECT DATA; ANALYSIS OF INFORMATION	8.00
11/15/2016	CONTINUE PRINTING OUT FILE AND PROCESSING SUBJECT DATA; ANALYSIS OF INFORMATION	7.50
11/16/2016	CONTINUE PRINTING OUT FILE AND PROCESSING SUBJECT DATA; ANALYSIS OF INFORMATION	4.75
SUBTOTAL:		[32.25 4676.25]

Haynes, Charles

11/10/2016	ANALYSIS OF DATA; ANALYSIS OF SUBJECT PROPERTY AND NEIGHBORHOOD. ANALYSIS OF SUBJECT DATA AND HISTORY OF PROPERTY/MARKET.	5.00
11/11/2016	ANALYSIS OF DATA; ANALYSIS OF SUBJECT PROPERTY AND NEIGHBORHOOD. ANALYSIS OF SUBJECT DATA AND HISTORY OF PROPERTY/MARKET.	4.75
11/17/2016	ANALYSIS OF DATA; ANALYSIS OF SUBJECT PROPERTY AND NEIGHBORHOOD. ANALYSIS OF SUBJECT DATA AND HISTORY OF PROPERTY/MARKET.	6.75
11/22/2016	ANALYSIS OF DATA; ANALYSIS OF SUBJECT PROPERTY AND NEIGHBORHOOD. ANALYSIS OF SUBJECT DATA AND HISTORY OF PROPERTY/MARKET.	3.50
SUBTOTAL:		[20.00 5500.00]

Amount

For professional services rendered	52.25	\$10,176.25
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please make checks payable to:

m e i civil

964 Lake Baldwin Lane,, Suite 200

Orlando, FL 32814

407-893-6894

fax 407-893-6851

bill to:

Raymer F. Maguire, III, Esquire

Maguire Lassman, P.A.

605 E. Robinson Street, Suite 140

Orlando, Florida 32801

Invoice Date: 1/23/2017

Invoice Number: 191018H-1

Invoice Amount Due: **\$31,326.75**

JOB: SR 429, Parcel 287

Morris

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (DLM)	4.0	\$265.00	\$1,060.00	\$1,060.00
Senior Project Manager (KSH)	100.0	\$210.00	\$21,000.00	\$21,000.00
Senior Designer (JRR)	49.0	\$125.00	\$6,125.00	\$6,125.00
Designer (MP)	16.5	\$100.00	\$1,650.00	\$1,650.00
Subtotal				\$29,835.00
Expense (5%)				\$1,491.75
Total Fee Due				\$31,326.75

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

Work Descriptions for Daniel L. Morris, P.E.

191018H

Job Name SR429, P287, Morris

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
8/11/2015	4.0		review CFX appraisal report, prepare for and attend conf call
<i>Total Hours:</i>		4.0	

Work Descriptions for Kevin S. Hebert, PE

191018H

Job Name SR 429, P287, Morris

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
9/1/2015	2.0	Analysis, research
9/3/2015	1.0	Analysis, coord.
9/9/2015	0.5	Analysis, coord.
9/10/2015	0.5	Analysis, coord.
10/20/2015	3.0	Prep and attend mtg
11/3/2015	1.5	Prep and attend conf call, analysis
12/23/2015	2.0	Prep and attend conf call, analysis
1/20/2016	3.0	Prep and attend conf call, analysis
2/2/2016	0.5	Prep and attend conf call / coordination, etc.
2/11/2016	2.5	Prep and attend conf call, analysis
2/23/2016	3.0	Prep and attend conf call
3/8/2016	1.5	Prep and attend conf call, analysis
3/11/2016	1.0	Esmt analysis, coord with survey
3/15/2016	1.0	Esmt analysis, coord., const. plan review
3/17/2016	1.0	Prep for site visit, research
3/18/2016	5.0	prep and attend site visit
3/21/2016	1.0	Coord with survey, exhibits prep
3/22/2016	2.0	Prep and attend conf call, analysis
3/23/2016	1.0	analysis, exhibit review
3/24/2016	1.0	analysis, exhibit review cont.
4/4/2016	1.5	Prep and attend conf call, analysis
4/6/2016	1.0	Prep and attend conf call, analysis
4/11/2016	1.5	Prep and attend conf call, analysis
4/13/2016	8.5	Prep and attend conf call, access review and analysis, exhibits

4/18/2016	1.5	Prep and attend conf call
4/19/2016	7.0	PER, analysis, exhibits
4/20/2016	4.5	PER, analysis, exhibits cont.
4/21/2016	1.5	Prep and attend conf call
4/25/2016	1.5	Prep and attend conf call
5/2/2016	1.0	Exhibit update cont.
5/2/2016	3.0	PER, analysis, exhibits
5/9/2016	2.0	Prep and attend CC
5/16/2016	2.5	Prep and attend conf. call, analysis of volumes, etc.
5/19/2016	1.0	Cost pro rata share analysis
5/20/2016	4.0	PER updates, analysis, etc.
5/25/2016	2.0	Prep and attend conf. call
6/1/2016	2.0	Prep and attend conf call, pro rata share analysis, city info analysis from 2006
6/2/2016	1.0	Pro rata share analysis - sewer / FM
6/6/2016	0.5	Prep and attend conf call
10/18/2016	2.5	Prep and attend conf. call, photo analysis
10/20/2016	1.5	Prep and attend conf. call, photo analysis cont.
11/1/2016	2.5	Prep and attend conf. call, analysis
11/2/2016	2.0	Photo analysis cont.
11/7/2016	2.0	Prep and attend conf. call, analysis
11/10/2016	4.0	Prep and attend site visit, clay analysis
11/11/2016	1.5	Geo analysis, coord.
12/9/2016	0.5	Prep and attend conf call
12/14/2016	2.0	Prep and attend conf call, geotech analysis
Total Hours:		100.0

Work Descriptions for John R. Russell

191018H

Job Name Wekiwa Parkway P287 Morris

Date	Hours	Task	Work Description
3/19/2016	1.0		Download & Review Appraisal
3/19/2016	3.0		Incorporate Survey Into Before Base File & Label
3/20/2016	2.5		Before Conditions Base File - Drafting & Calculations
3/20/2016	0.5		Adjust USGS, FEMA, Aerial & Location Map Exhibits
3/20/2016	1.5		Overall Before Conditions Base File - Drafting & Calculations
3/21/2016	2.5		Assemble & SetUp Sheets From Base files
3/24/2016	6.5		Create Enlarged Easement Exhibit
3/25/2016	1.5		Update Exhibits per Engineer Comments
3/25/2016	1.5		Create Enlarged Easement Exhibit
4/4/2016	1.5		Revise Easement Site Plan per Engineer & Surveyor Comments
4/12/2016	4.0		Create Roadway Plans (SR 429) From FDOT Plans
4/12/2016	2.5		Create AOT Conditions - Boundary Calculations & Drafting
4/13/2016	2.0		Revise & Update Exhibits Per Engineer Comments
4/13/2016	2.0		Shading Parcels, Identify & Label Multiple Easement Descriptions
4/15/2016	5.0		Create Roadway Plans (SR 429) From FDOT Plans Paving, Drainage & Guardrail
4/15/2016	2.0		Uncured Plan - Boundary Calculations & Drafting
4/18/2016	1.0		Update 8 X 11 Exhibits w/ New Boundary
4/18/2016	2.0		Create Roadway Plans (SR 429) From FDOT Plans - Shading & Coloring
4/18/2016	2.0		Revise FDOT Retaining Walls
4/19/2016	1.5		Revise, Update & Reissue Exhibits per Engineer Comments
4/25/2016	1.0		Revise & Update per Engineer's Comments
6/11/2016	2.0		Preliminary Earthwork Volume Calculations from FDOT Cross Sections
Total Hours:		49.0	

Work Descriptions for Mitchell Pentecost

191018H

Job Name *SR429, P287/887, Morris*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
1/4/2016	5.0	Create LIDAR/Aerial drawings and Map exhibits
1/5/2016	2.5	continue work on map exhibits
1/6/2016	5.5	continue work on map exhibits
1/7/2016	3.5	create (3) exhibits: Lidar, photo, combined
<i>Total Hours:</i>	<i>16.5</i>	



Invoice

Please remit to:

Vanasse Hangen Brustlin, Inc.

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

617.924.1770 F 617.924.2286

Raymer Maguire, Esq.
Fixel Maguire & Willis
1010 Executive Center Drive
Suite 121
Orlando, FL 32803

Invoice No: **<Draft>**

June 6, 2017

VHB Project No: 61793.00

Invoice Total \$31,847.85

Professional Planning Services for Harvey L & Kenneth W. Morris

Professional Services Thru March 25, 2017

Professional Personnel

	Hours	Rate	Amount
Principal 1	50.50	250.00	12,625.00
Technical/Professional 08	1.00	125.00	125.00
Technical/Professional 07	6.50	125.00	812.50
Technical/Professional 06	2.50	125.00	312.50
Technical/Professional 05	127.00	125.00	15,875.00
Technical/Support 2	15.00	85.00	1,275.00
Technical/Support 5	1.50	95.00	142.50
Totals	204.00		31,167.50
Total Labor			31,167.50

Reimbursable Expenses

Printing	680.35
Total Reimbursables	680.35

Total this Invoice \$31,847.85

Billings to Date

	Current	Prior	Total
Labor	31,167.50	0.00	31,167.50
Expense	680.35	0.00	680.35
Totals	31,847.85	0.00	31,847.85

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61793.00

Period: 201304

Date	Location	Job Type	User	Total
3/19/2013	Orlando FL	OSS COLOR PRINTING	ERENTA	\$1.07
3/21/2013	Orlando FL	OSS COLOR PRINTING	ERENTA	\$1.07
			Total	\$2.14



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

Project Number: 61793.00

Period: 201503

Date	Location	Job Type	User	Total
3/3/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.13
2/23/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
3/4/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$25.56
3/5/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$12.78
			Total	\$39.54



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

Project Number: 61793.00

Period: 201506

Date	Location	Job Type	User	Total
5/29/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$27.70
		Total		\$27.70



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

Project Number: 61793.00

Period: 201507

Date	Location	Job Type	User	Total
6/25/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.52
6/19/2015	Orlando FL	B/W Laser Printing	TJohnson	\$0.90
6/17/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$46.88
6/25/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$19.17
6/19/2015	Orlando FL	Sm Fmt Color Printing	TJohnson	\$13.85
Total				\$81.32



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

Project Number: 61793.00

Period: 201510

Date	Location	Job Type	User	Total
8/31/2015	Orlando FL	Sm Fmt Color Printing	kalieshannon	\$151.24
			Total	\$151.24



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

Project Number: 61793.00

Period: 201604

Date	Location	Job Type	User	Total
3/23/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$108.63
			Total	\$108.63



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

Project Number: 61793.00

Period: 201605

Date	Location	Job Type	User	Total
4/4/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.13
4/21/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.64
4/4/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$84.14
4/18/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$11.75
4/21/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$10.66
Total				\$107.32



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

Project Number: 61793.00

Period: 201607

Date	Location	Job Type	User	Total
6/9/2016	Orlando FL	B/W Laser Printing	BNeedler	\$0.78
6/6/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.13
6/7/2016	Orlando FL	Sm Fmt Color Printing	BNeedler	\$7.49
6/9/2016	Orlando FL	Sm Fmt Color Printing	BNeedler	\$3.21
6/10/2016	Orlando FL	Sm Fmt Color Printing	BNeedler	\$6.40
6/6/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$74.56
			Total	\$92.57



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

Project Number: 61793.00

Period: 201702

Date	Location	Job Type	User	Total
1/30/2017	Orlando FL	B/W Laser Printing	katieshannon	\$1.54
1/31/2017	Orlando FL	B/W Laser Printing	katieshannon	\$1.03
2/1/2017	Orlando FL	B/W Laser Printing	katieshannon	\$0.39
2/7/2017	Orlando FL	B/W Laser Printing	katieshannon	\$0.26
2/9/2017	Orlando FL	B/W Laser Printing	katieshannon	\$2.72
1/30/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
1/31/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.14
2/1/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.14
2/7/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$17.04
2/8/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$5.33
2/9/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$24.50
2/14/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$5.33
2/15/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$6.40
			Total	\$69.89



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 06/06/2017
Project No.: 61793.00
Project Title: Planning Services Morris

CARRAGHER

11/19/13 0.5 Hr. Review of contract

DAVIS

06/10/16 2.0 Hrs. Timeline Maps

HALL

03/21/13	2.0 Hrs.	Mtg. w/Rob Simon
04/01/13	0.5 Hr.	Mtg. w/Rob Simon
02/10/15	2.0 Hrs.	Review of needs for maps with Shannon
02/11/15	1.0 Hr.	Mtg. with Maguire
02/20/15	1.0 Hr.	Review of maps with Shannon
02/23/15	1.0 Hr.	Review of maps/LDC with Shannon
02/24/15	1.0 Hr.	Edits to draft report
02/26/15	0.5 Hr.	Review edits with Shannon
03/03/15	2.0 Hrs.	Tele conference
03/05/15	1.0 Hr.	Tele conference
04/14/15	1.0 Hr.	Team teleconference
05/29/15	1.0 Hr.	Review and edits to DPA
06/11/15	1.0 Hr.	Parkway history research
08/31/15	1.0 Hr.	Review of edits with Shannon
09/25/15	0.5 Hr.	Tele call with Raymer
03/03/16	0.5 Hr.	City meeting
03/25/16	1.0 Hr.	Review of meeting minutes/next steps with Shannon
04/01/16	0.5 Hr.	Meeting with Shannon to set up historic aerials
04/06/16	1.0 Hr.	Expert team conference call
04/18/16	1.0 Hr.	Conference call
04/21/16	1.0 Hr.	Expert team conference call
04/25/16	1.0 Hr.	Review of historic aerials
05/09/16	1.0 Hr.	Doc review



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05/10/16	1.0 Hr.	Meeting with Transportation Planners concerning research
05/13/16	1.0 Hr.	Review of PD&E study/WP history
05/16/16	1.0 Hr.	Tele conference with expert team
05/17/16	0.5 Hr.	Research on Wekiva Parkway
05/20/16	0.5 Hr.	Research with Needler
05/26/16	1.0 Hr.	Conference call
05/27/16	2.0 Hrs.	Additions to DPA with Shannon
05/31/16	2.0 Hrs.	Research
06/01/16	1.5 Hrs.	Expert team meeting
06/02/16	0.5 Hr.	In house meeting
06/03/16	1.0 Hr.	Edits to DPA
06/06/16	2.0 Hrs.	Meeting with Shannon
06/10/16	0.5 Hr.	Meeting with Needler concerning research
06/13/16	1.0 Hr.	Prep for meeting; review of research
06/16/16	0.5 Hr.	Meeting
10/18/16	1.0 Hr.	Tele conference
11/01/16	1.0 Hr.	Tele conference
11/18/16	0.5 Hr.	Invoicing
01/27/17	1.0 Hr.	Tele call with Raymer
01/30/17	1.0 Hr.	Review of Plans with Shannon
02/03/17	1.0 Hr.	City of Apopka call
02/09/17	2.0 Hr.	Meeting with Apopka staff about access
02/10/17	1.0 Hr.	Review of memo with Shannon; edits
02/16/17	1.0 Hr.	Raymer tele

HUGHES

03/21/13	2.5 Hrs.	Prep for and meeting with Rob Simon
01/27/17	1.0 Hr.	Invoicing



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Billing Period thru 06/06/2017
Project No.: 61793.00
Project Title: Planning Services Morris

JACKOWSKI

12/03/12	0.5 hr.	Open new proposal number for Fixel, Maguire & Willis for Eminent Domain Services for Morris and draft proposal; print finals;
12/06/12	0.5 hr.	File and upload Client Authorization for ED services for Fixel Maguire/Morris and set up in BT; prepare new file folders for project.
01/10/13	0.5 hr.	(1) Print, scan and file January 2013 Status Update from Fixel & Maguire re: O/OCEA/SR 429 (Wekiva Pkwy)/Pre-Suit for Kenneth Morris & Harvey Morris; coord. and send invites for quarterly meetings. (2) Coord. site visit w/J.Hall & Maguire to go on site visit to client property.

JOHNSON

06//09/16	1.5 Hrs.	Corridor Alternatives maps and photoshop
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NEEDLER

05/16/16	1.0 Hr.	WP Research
05/17/16	1.0 Hr.	Research
05/18/16	1.5 Hrs.	WP Research
05/19/16	1.0 Hr.	Research
05/20/16	2.0 Hrs.	Research
05/27/16	1.0 Hr.	Maitland Research
05/31/16	1.0 Hr.	Maitland Boulevard Extension
06/02/16	0.5 Hr.	Maitland research
06/03/16	0.5 Hr.	Beltway Timeline
06/06/16	2.0 Hrs.	Orlando Beltway Timeline
06/07/16	0.5 Hr.	Orlando Beltway Timeline
06/08/16	1.0 Hr.	Research
06/09/16	1.0 Hr.	Made maps at home
06/10/16	1.0 Hr.	Created an excel timeline for Jim & company + added maps + extra research



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Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 06/06/2017
Project No.: 61793.00
Project Title: Planning Services Morris

SHANNON

02/10/15	1.0 Hr.	Set up for GIS Maps
02/20/15	4.5 Hrs.	GIS Maps for DPA
02/23/15	5.5 Hrs.	Analyzed GIS maps and worked on due diligence report - traffic, soil, topography analysis
02/24/15	1.0 Hr.	Due diligence report - reviewed appraisal sent
03/02/15	3.5 Hrs.	Reviewed Comp Plan policies and past legislation for DPA
03/03/15	1.0 Hr.	Meeting with Raymer and the City about updated property lines and Comp Plan amendment/future zoning concerns for the property
03/04/15	6.5 Hrs.	Updated all gis maps with new property boundary after Mahaffey purchase; updated Idc and future land use designations given recent comp plan change and future rezoning opportunities provided by the City of Apopka after annexation
03/05/15	0.5 Hr.	Conference call with Raymer, edited DPA
03/24/15	1.5 Hrs.	Prepped for meeting today
05/26/15	2.0 Hrs.	Conference call with Raymer, started to edit DPA after reviewing outline of development surrounding the Morris property
05/27/15	4.5 Hrs.	Updated market section in DPA with relevant subdivision developments/comp plan policies related to higher intensity/densities - created graphics as well
05/28/15	4.0 Hrs.	Continued to revise DPA - added MAP H of City of Apopka's development plan, started to address pre-post conditions, reviewed documents related to Solid LLC and applied info to the market analysis.
06/15/15	1.0 Hr.	Reread Wekiva Parkway Primer for relevant historical information
06/16/15	4.5 Hrs.	Conference call with Raymer, modifications and edits to Morris report to include verbiage about Plymouth Sorrento being developed as a main arterial
06/19/15	2.5 Hrs.	Further research on the entitlements granted to Pine Plantation; referenced Wekiva Parkway Protection Act in report; created public lands map in GIS Added research on Stoneybrook Hills to DPA
07/22/15	0.5 Hr.	Scanned all documents acquired from the City's Planning Department, set up extranet folder, and shared with all
08/31/15	4.5 Hrs.	Revisions made to draft report with Plymouth Sorrento developed as main arterial, revised character district descriptions per the City's Vision Plan
09/01/15	0.5 Hr.	Meeting with Raymer and Ed Williams
09/15/15	1.0 Hr.	Meeting with Ed Williams/Jim
01/04/16	0.5 Hr.	Organized all files



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 06/06/2017
Project No.: 61793.00
Project Title: Planning Services Morris

03/22/16	1.0 Hr.	Tele conference with Matt & Holder about ACA aerials; review of aerials; email correspondence
03/23/16	4.0 Hrs.	Final revisions to DPA; review with Jim; report sent to client
04/01/16	0.5 Hr.	Historic aerials work
04/04/16	0.5 Hr.	Meeting with expert team
04/06/16	0.5 Hr.	Conference call with expert team
04/11/16	1.0 Hr.	conference call/revisions to report
04/14/16	0.5 Hr.	Overview of historic aerials work with Katie D. - discussion on DOR codes for public lands layer
04/18/16	1.0 Hr.	Conference call with experts
04/19/16	0.5 Hr.	Reviewed revised joint access easement docs from Kevin
04/21/16	1.5 Hrs.	Conference call with Kevin, Ed, Raymer; read through MEI report and reviewed easement and uncured remainder graphics
04/25/16	1.5 Hrs.	Conference call with experts; review of historic aerials with P+D staff
05/09/16	0.5 Hr.	Coordination with team to send/receive various docs related to case
05/16/16	2.5 Hrs.	Tele conference with Raymer, Ed, Jerry, revised exhibits and report; review of 2006 resolution; annexation docs acquired from the City
05/26/16	0.5 Hr.	Reviewed West Area Plan with Jim
05/27/16	4.0 Hrs.	Worked on revised timeline of Wekiva Parkway; meeting with Jim to discuss collection of evidence; revised DPA; coordinated with Katie about creation of Resolution 2007-02 map
05/31/16	3.5 Hrs.	research on 2006 land use
06/01/16	0.5 Hr.	Conference with expert witnesses; revisions to report
06/02/16	0.5 Hr.	Meeting with Ben, Kyle, Katie, Jim about Wekiva Parkway
06/03/16	1.0 Hr.	edits to DPA
06/06/16	5.0 Hrs.	Revisions to DPA; some of GIS graphics with 2015 FLU and Zoning maps; review with Hall; conference call with Maguire Law/Dreggors
06/10/16	1.0 Hr.	Meeting on Parkway Alignments; work in InDesign and GIS on Exhibits
06/14/16	0.5 Hr.	Wekiva Parkway Timeline exhibits
06/15/16	1.0 Hr.	Wekiva Parkway timeline exhibits/beltway timeline exhibits in Photoshop/InDesign
06/16/16	2.0 Hrs.	Meeting at VHB; revisions to Wekiva Parkway history exhibits and timeline
06/20/16	0.5 Hr.	Revisions to timeline exhibits



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 06/06/2017
Project No.: 61793.00
Project Title: Planning Services Morris

06/24/16	0.5 Hr.	Organized files
06/28/16	0.5 Hr.	Teleconference with Raymer, Dreggors, Courtney, Matt
10/18/16	1.5 Hrs.	Tele call; prep for telephone conference
11/01/16	1.0 Hr.	Tele conference and prep for mtg
11/21/16	1.5 Hrs.	Tele call with Matt about exhibit; work on exhibit in GIS
12/01/16	0.5 Hr.	Expert Witness telephone conference
12/09/16	1.0 Hr.	Meeting with Dreggors, Maguire, Matt, Josh Harris, Harold on history of Wekiva Parkway and development; further research on docs like EIS < PD&E start of creation of graphics
12/12/16	2.5 Hrs.	Series of roadway exhibits in GIS, Photoshop, and InDesign: Wekiva Springshed and Springs exhibit, Municipalities exhibit, Planned Highway Exhibit
12/13/16	0.5 Hr.	Edits to blight graphics
01/11/17	1.0 Hr.	Prep for conference call and conference call with Dreggors, Maguire
01/13/17	0.5 Hr.	Conference call with expert witnesses
01/18/17	0.5 Hr.	Request for Invoice fulfilled
01/30/17	4.5 Hrs.	Review of FDOT Plans; Cross sections
02/01/17	8.0 Hrs.	Rendering of Bridge to spec; Revisions to Cross Section; review of all docs related to Morris Access Road in CFX plans (sheet B1-1 pulled from entire series, pavement markings, etc.; start of plan view Coordination with City of Apopka to set Pre-App
02/03/17	0.5 Hr.	Contact with City to set-up Pre-App
02/07/17	2.5 Hrs.	Morris Access Road Plan View in Photoshop/InDesign
02/08/17	1.5 Hr.	Revisions to graphics, prep for meeting with City tomorrow
02/09/17	3.5 Hrs.	Travel to and from Apopka; meeting with Apopka staff; conference call with client after; draft of memo to send to client
02/10/17	0.5 Hr.	Review of memo with Hall
02/14/17	2.5 Hrs.	Draft of memorandum; neighborhood aerial created; review with Jim
02/15/17	2.0 Hrs.	Revisions to memo; report sent to client



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 06/06/2017
Project No.: 61793.00
Project Title: Planning Services Morris

TANIGUCHI

05/12/16	2.5 Hrs.	Work on the Wekiva Parkway history
05/31/16	1.0 Hr.	Maitland Extension research
06/06/16	2.0 Hrs.	Orlando beltway history/timeline

TOFTE

03/24/15	1.0 Hr.	GIS
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Lakemont Group

2037 Shaw Lane, Orlando, FL 32814

INVOICE

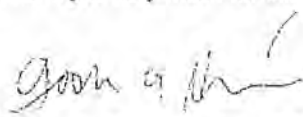
Invoice Number 1
Period Covered –
5/17/16 to 1/31/17

February 6, 2017

To: Raymer F. Maguire, III
Maguire Lassman, P.A.
605 E. Robinson St, Suite 140
Orlando Florida 32801
Attn: Accounts Payable

DATES	DESCRIPTION	PERSON	HOURS	RATE	AMOUNT
	<u>Client: Kenneth W. and Harvey Lee Morris</u> <u>Matter: CFX v. Morris et. al. – Parcel 287/887</u> <u>2121 Haas Road, Apopka, Florida</u> <u>Case No: 2015-CA-006557-O</u>				
See Attached	Meetings and calls with attorneys and clients, review of documents, determine scope of report and research.	JH	10.5	\$350.00	\$ 3,675.00
See Attached	Background research, collection of market data, research on project history, subdivision development, and macroeconomic and demographic factors.	JH TS	6.1 10.5	\$350.00 \$175.00	\$ 2,135.00 \$ 1,837.50
See Attached	Draft report, prepare charts, maps, graphs and summarize file and append into report.	JH	22.6	\$350.00	\$ 7,910.00
	SUB TOTAL:				\$ 15,557.50
Expenses	None				\$ 0.00
	TOTAL DUE:				\$ 15,557.50
	NOTE: Bill reflects partial time allocation (25% to other related CFX-Wekiva Parkway cases) Note: Hour Detail Sheet Attached				

Thank you very much for the opportunity to serve.


Joshua A. Harris, Ph. D., CRE, CCIM, CAIA
Managing Partner
Lakemont Group

Payment Instruction via Check:

LAKEMONT GROUP
C/O JOSHUA HARRIS
2037 SHAW LANE
ORLANDO, FL 32814

Hour Detail Sheet

Client: Kenneth W. and Harvey Lee Morris

Matter: CFX Parcel 287/887 - 2121 Haas Road, Apopka FL

Person	Date	Hrs	Description	Allocation	Alloted Time
JH	5/17/2016	1.2	initial case talk - scope of work - items to research	75%	0.9
JH	5/17/2016	0.7	doc intake and reivew - review subject property	75%	0.5
JH	5/18/2016	1.2	doc intake and reivew - Review CFX appraisal	75%	0.9
JH	5/20/2016	1.4	call to discuss case issues - issues affecting value	75%	1.1
JH	5/23/2016	1.2	call to discuss case issues - development potential	75%	0.9
JH	5/24/2016	1	call to discuss case issues - update scope of report	75%	0.8
JH	5/25/2016	3.3	update and research econ indicators	75%	2.5
JH	5/26/2016	0.8	obtain charles wayne data	75%	0.6
JH	5/26/2016	0.7	call to discuss case issues - results of research	75%	0.5
JH	5/26/2016	1	call to discuss case issues - receive update of subject	75%	0.8
JH	5/27/2016	3	research of market area and data collection	75%	2.3
TS	5/27/2016	4	research of market area and data collection	75%	3.0
TS	5/28/2016	2	research of market area and data collection	75%	1.5
JH	5/28/2016	4.5	draft report, set econ data charts	75%	3.4
JH	5/29/2016	3.4	draft report, market data anlaysis	75%	2.6
JH	5/31/2016	4	draft report - analysis of Project impacts	75%	3.0
JH	6/1/2016	4.5	draft report - analysis of Project impacts	75%	3.4
JH	6/1/2016	1	call to discuss case issues - scope of report/research	75%	0.8
JH	6/2/2016	3.5	anlyze market data, draft report	75%	2.6
TS	6/2/2016	3	research of market area and data collection	75%	2.3
TS	6/2/2016	3	research of market area and data collection	75%	2.3
JH	6/3/2016	4.5	draft report - analysis of housing and real estate mrk	75%	3.4
JH	6/4/2016	3.2	draft report - microeconomics of SW OC	75%	2.4
JH	6/5/2016	2.5	proof and edit report - add econ data	75%	1.9
JH	6/14/2016	0.8	call to discuss case issues - report results of research	75%	0.6
JH	6/15/2016	1	call to discuss case issues - update on valuation issues	75%	0.8
JH	6/15/2016	1	research items - CFX history and project scope	75%	0.8
TS	6/16/2016	2	research items - CFX history and project scope	75%	1.5
JH	6/16/2016	0.8	call to discuss case issues - scope of report/research	75%	0.6
JH	11/1/2016	0.7	call to discuss case issues - scope of report/research	75%	0.5
JH	12/1/2016	1.3	Update file, scope for report and timeline	75%	1.0
Total		66.2			49.7

Person Guide:

JH - Joshua A. Harris, Ph D., CRE, CCIM, CAIA, Managing Partner

TS - J. Turner Swann, MSRE, Senior Consultant

Payment Instruction via Check:

LAKEMONT GROUP
C/O JOSHUA HARRIS
2037 SHAW LANE
ORLANDO, FL 32814



INVOICE

11231 Rev

January 18, 2017

Revised for discussion of a voluntary settlement of Expert Fees on June 14, 2017

(This Revised Invoice is not applicable for any other purpose)

Maguire Lassman, P.A.

Attn: Raymer Maguire

605 E. Robinson Street, Suite 140

Orlando, FL 32801

by email: matthew@Maguire-EminentDomain.com

Project Number: 2140010-0001

Client Reference: Morris Parcel

Project Reference: 429-204, #287

Work Performed During Period: 8/12/2014 Through 12/31/2016

Summary

Personnel	Hours	Rate	Amount
Survey Crew A		\$ 177.91	\$ -
Survey Crew B	54	\$ 143.52	\$ 7,750.08
3 Person Survey Crew		\$ 180.90	\$ -
Survey Technician	86	\$ 71.76	\$ 6,171.36
Surveyor and Mapper	54	\$ 106.15	\$ 5,732.10
Survey Project Manager	56	\$ 149.50	\$ 8,372.00
Clerical	22	\$ 59.05	\$ 1,299.10
Total Invoice # 11231 Dated 1/18/17			\$ 29,324.64

For Settlement on 6/14/17

Invoice Total			\$ 29,324.64
Courtesy Adjustments			
Clerical (see notes below)	22	\$ 59.05	\$ (1,299.10)
Project Manager (see notes below)	10	\$ 149.50	\$ (1,495.00)
Revised Total Invoice #11231 Rev			\$ 26,530.54

Thank You for Your Business !

6/14/2017

Kimberly A. Buchheit, P.S.M., President

Date

Kindly Remit to:

Buchheit Associates, Inc. Surveyors & Mappers

PO Box 2016

Apopka, FL 32704

For Inquiries:

kbuchheit@buchheitassoc.com

Direct: cell/text 321-689-1057

Notes: Clerical time eliminated, as suggested. Project Manager time reduced by 10 hours for meeting attendance. All other staff performed technical production or field work and did not attend meetings or phone conferences.



BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS

INVOICE

11231

January 18, 2017

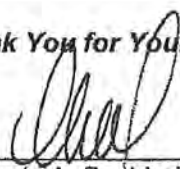
Maguire Lassman, P.A.
Attn: Raymer Maguire
605 E. Robinson Street, Suite 140
Orlando, FL 32801
by email: matthew@Maguire-EminentDomain.com

Project Number: 2140010-0001
Client Reference: Morris Parcel
Project Reference: 429-204, #287
Work Performed During Period: 8/12/2014 Through 12/31/2016

Summary

Personnel	Hours	Rate	Amount
Survey Crew A		\$ 177.91	\$ -
Survey Crew B	54	\$ 143.52	\$ 7,750.08
3 Person Survey Crew		\$ 180.90	\$ -
Survey Technician	86	\$ 71.76	\$ 6,171.36
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Survey Project Manager	56	\$ 149.50	\$ 8,372.00
Clerical	22	\$ 59.05	\$ 1,299.10
Total This Invoice			\$ 29,324.64

Thank You for Your Business !


Kimberly A. Buchheit, P.S.M., President 1/18/2017
Date

Kindly Remit to:
Buchheit Associates, Inc. Surveyors & Mappers
PO Box 2016
Apopka, FL 32704

For Inquiries:
kbuchheit@buchheitassoc.com
Direct: cell/text 321-689-1057

INVOICE

Grove Scientific & Engineering
6140 Edgewater Drive
Suite F
Orlando, FL 32810
407-298-2282
ar@grovescientific.com



INVOICE TO
Raymer Maguire
Maguire Lassman, P.A.
605 E. Robinson St.
Suite 140
Orlando, FL 32801

INVOICE NO. 16798
TERMS Net 30
DATE 01/17/2017
DUE DATE 02/16/2017

PO:

Job Description: Clay Soils Study, Conference Calls, Review SR429 Geotechnical Reports.

ACTIVITY	QTY	RATE	AMOUNT
Professional Geologist	1:00	135.00	135.00
Professional Geologist	1:30	135.00	202.50
Professional Geologist	1:00	135.00	135.00

BALANCE DUE \$472.50

Grove Scientific & Engineering thanks you for your business.

INVOICE

Grove Scientific & Engineering
6140 Edgewater Drive
Suite F
Orlando, FL 32810
407-298-2282
ar@grovescientific.com

INVOICE TO
Raymer Maguire
Maguire Lassman, P.A.
605 E. Robinson St.
Suite 140
Orlando, FL 32801



INVOICE NO. 16759
TERMS Net 30
DATE 01/05/2017
DUE DATE 02/04/2017
PO

Job Description:
Investigate geotechnical reports and evaluate on-site clay.

Project:
Maguire- Morris Case SR 429

ACTIVITY	QTY	RATE	AMOUNT
Professional Geologist	1:00	135.00	135.00
Professional Geologist	3:00	135.00	405.00
Professional Geologist	1:00	135.00	135.00

BALANCE DUE: \$675.00

Grove Scientific & Engineering thanks you for your business.



11 Lake Gatlin Road
Orlando, Florida 32806

Invoice

No. 6404

4/30/2015

Raymer F. Maguire, III, Esq.
Maguire Lassman, P.A.
605 East Robinson Street, Suite 140
Orlando, FL 32801

Project: #05-355.003 Morris Clay Mine Study

Task	Position / Description	Work Description	Units	Rate	Amount
Geotechnical Investigati...	Professional Hydrogeologist	Conference call with attorney and Mr. Morris; review OCEA soils reports	3	150.00	450.00
Total - This Invoice					\$450.00

Unless otherwise noted, the charges reflected above were incurred during the month of the invoice date. This invoice is payable upon receipt; please review promptly, as we will correct any errors within 30 days of invoice date. Thereafter, this invoice is deemed to be correct and payable in full. A monthly finance charge of 1.5% is added to invoices not paid in 30 days. For billing inquiries, please call 407.649.5475, fax to 407.649.6582, or email info@hsagolden.com.

Thank You



11 Lake Gatlin Road
Orlando, Florida 32806

Invoice

No. 6313

2/28/2015

Raymer F. Maguire, III, Esq.
Maguire Lassman, P.A.
605 East Robinson Street, Suite 140
Orlando, FL 32801

PAST DUE

Project: #05-355,003 Morris Clay Mine Study

Task	Position / Description	Work Description	Units	Rate	Amount
Expert Witness	Professional Hydrogeologist		2	150.00	300.00
Word Processing	Administrative Assistant		0.5	60.00	30.00
		Site evaluation and conference call			
Total - This Invoice					\$330.00

Unless otherwise noted, the charges reflected above were incurred during the month of the invoice date. This invoice is payable upon receipt; please review promptly, as we will correct any errors within 30 days of invoice date. Thereafter, this invoice is deemed to be correct and payable in full. A monthly finance charge of 1.5% is added to invoices not paid in 30 days. For billing inquiries, please call 407.649.5475, fax to 407.649.6582, or email info@hsagolden.com.

Thank You



January 16, 2017

Invoice Mailing:

Mr. Raymer F. Maguire
Attorney at Law
Maguire Lassman, P.A.
605 E. Robinson Street, Suite 140
Orlando, FL 32801

Services Completed For :

Client : Kenneth W. Morris
Project : Wekiva - Parkway
County : Orange
Parcel : 287
Job Number : ML2016-702A-287
Hourly Rate : \$120.00
Total Hours : 8.88

Summary:

Research and analysis of data, graphics and maps to be used on behalf of the client. Time and details for the services completed are provided on the subsequent pages. All costs for time, travel and materials have been factored in for a comprehensive billing approach.

Thank you ,

Jerry Holder
JTS Tech Support Staff
JTSTechhelp@gmail.com
(407) 718-7530

Total Invoiced Amount :	\$1,065.60
-------------------------	------------

Payment can be mailed to: JTS Tech P.O. Box 682 Plymouth, FL 32768



Client : Kenneth W. Morris
 Project : Wekiwa - Parkway
 County : Orange
 Parcel : 287
 Job Number : ML2016-702A-287
 Hourly Rate : \$120.00
 Total Hours : 8.88

For Services Rendered Please Remit :	\$1,065.60
--------------------------------------	------------

Date and Detail	Time
5/16/16 Conference call and joinme to review details on reports and layouts with the experts and client. Additional follow ups with VHB on access for files and potential exhibit	3.00
5/23/16 Correspondence sent to Richard Dreggors office - Download and indexing of VHB data files for exhibit review and discussion - Correspondence with ML office on findings and update	0.63
5/31/16 Join me conference call to discuss data and ideas as to the best way to explain what is being seen with the cases. Review of potential ideas on what information still needs to be gathered.	0.50
6/1/16 Phone call discussing property usage, zoning and experts thoughts and directions. Gaining an understanding of the different perspectives on before and after conditions of how the Beltway now impacts the property owners ability to utilize his land. Additional research with experts as to possible graphics and maps to be utilized.	0.50
10/18/16 Reviewing the case preparing for trial. Taking part of a conference call with the client and the experts on outstanding items and planning. Information included: - Pictures of Morris access road from Kevin to Matt for review - Request from Kevin for updated construction plans and Geo Tech Report for the section that Morris is in. - Review of the before and after affects due to a beltway	0.67
11/8/16 Reviewed sample data from Josh Harris. Small sampling uploaded for quick verification on various map point programs	0.38
11/1/16 Conference call and joinme to review details on reports and layouts with the experts and client. Additional follow ups with experts on access for files and potential exhibit information. Updates on report usage and details. High-level reviews of trial deadlines. Conference call with Matt and Josh regrading reports to be potentially mappointed. Discussion on options and reasonable methods for documenting and presenting data in a cohesive stream.	0.50 1.00

Thank you for the opportunity to provide the service above. Please make checks Payable to JTS Tech

11/18/16	
Join me conference call to discuss data and ideas as to the best way to explain what is being seen with how Blight will be addressed the cases. Review of potential ideas on what information still needs to be gathered.	0.50
Reviewed a number of discussion points on how to best present the finding and key points of CFX documents that has been amassed over the years through studies, reports,	
12/1/16	
T/C Blight Cases; Raymer; Matt;; Hall; K. Shannon; K. Hebert; Holder	0.29
Continued to review potential PPT slides for overall case involvement	
Listened to Matt's overview of published government documents.	
12/9/16	
T/C Blight cases; Raymer; Matt;;	0.50
Continued discussion and review for potential PPT slides for overall case development.	
Detailed discussion on proper map and data usage in regards to of published government documents.	
12/14/16	
Phone call discussing property reports still in progress and the potential order of importance.	0.17
12/15/16	
Review of email containing POJ and scheduling of case management	0.25
Time Total :	8.88

Thank you for the opportunity to provide the service above. Please make checks Payable to JTS Tech



Aerial Cartographics of America, Inc.

Digital Mapping - LAMP - Helicopter LiDAR - Mobile LiDAR - Digital Orthophotography - HD Video

INVOICE

Ship Date

03/28/2016

Ref Job #

12605.101

Ship By

FTP

Sold To:	Ship To:
Maguire Lassman, P.A. 605 E. Robinson Street Suite 140 Orlando, FL 32801 Matthew Silbernagel P: F:	Maguire Lassman, P.A. 605 E. Robinson Street Suite 140 Orlando, FL 32801 Matthew Silbernagel / Jerry Holder P: F:

Order Date	Customer Order	Name	SP	Inv Date	Inv #
03/28/201		1972-1973 Orange and Lake Co Aeri	KG	03/29/201	190399

Qty Ordered	Description	Unit Price	Amount	
1	Black/White	\$450.00	\$450.00	1st
	MrSID/SDW Files	\$0.00	\$0.00	Add
	1972/1973 Aerials	\$0.00	\$0.00	Oth
	Color Balance	\$0.00	\$0.00	
Sub Total:			\$450.00	

Item Total: \$450.00

Discount: \$0.00

Sales Tax: \$29.25

Shipping: \$0.00

Grand Total: \$479.25

All photographic imagery in the form of prints, film, digital or otherwise is Copyright Protected and may not be copied, reproduced, or altered in any form without the written consent of Aerial Cartographics of America. For information on how you may purchase a Copyright Release, please call us at: (407) 851-7880.

Check Invoice: 190399 1 of 1

hsagolden
engineering environmental solutions
11 Lake Gatlin Road
Orlando, Florida 32806

Invoice

No. 6404

4/30/2015

Raymer F. Maguire, III, Esq.
Maguire Lassman, P.A.
605 East Robinson Street, Suite 140
Orlando, FL 32801

PAST DUE

Project: #05-355.003 Morris Clay Mine Study

Task	Position / Description	Work Description	Units	Rate	Amount
Geotechnical Investigati...	Professional Hydrogeologist	Conference call with attorney and Mr. Morris; review OCEA soils reports	3	150.00	450.00
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Unless otherwise noted, the charges reflected above were incurred during the month of the invoice date. This invoice is payable upon receipt; please review promptly, as we will correct any errors within 30 days of invoice date. Thereafter, this invoice is deemed to be correct and payable in full. A monthly finance charge of 1.5% is added to invoices not paid in 30 days. For billing inquiries, please call 407.649.5475, fax to 407.649.6582, or email info@hsagolden.com.

Thank You

January 27, 2017

Mr. Raymer F Maguire III
Maguire Lassman PA
605 e. Robinson Street Suite 140
Orlando Fl. 32801

Subject: CFX v. Kenneth and Harvey Morris
Parcel 287/887, Wekiva Parkway SR 429-205, Orange County
Land Planning and Development Permitting Analysis

Dear Mr. Maguire

The following invoice is for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated. Entries makes with an (A) Indicate times allocated on the same day between two or more cases.

DATE	SERVICES	HOURS
4-4-16	Meeting with attorney, retained in case, received initial work assignments	1.0
4-5-16	Site and neighborhood inspections	2.3
4-18-16		1.0
5-13-16		1.2(A)
4-6-16	Review and comment on CFX appraisal by Integra Realty Resources from a land Planning and development permitting standpoint.	2.7
4-7-16		2.3
4-7-16	Collect and analyze background data on County Comprehensive Plan and Land Development Code, permitting history of the property, access issues, split Jurisdiction, reasonable probability of entitlement changes	3.0(A)
4-11-16		2.0(A)
4-12-16		2.0
4-14-16		3.5
4-15-16	Review and comment on VHB report	1.5
4-13-16	Review and comment on Engineer MEI report, update and exhibits.	1.0
4-15-16		1.0
4-21-16		0.5
4-22-16	Research and analyze access issues in before and after taking case	3.0
4-23-16		2.4
4-21-16	Highest and best use analysis, damage analysis, prepare report	3.0
4-22-16		2.5
4-23-16		2.0
5-16-16		1.0

6-1-16	Preparation for and attendance at team meeting of experts to report findings	1.2
10-19-16	exchange information and coordinate work assignments	1.5(A)
11-7-16		0.5
1-20-17		1.0(A)
12-15-16	Review and comment on Offer of judgement issues	0.5
1-19-17		1.0
Subtotal:	44.6 Hours at \$250.00 per Hour	
Total Due:	\$ 11,150.00	

Approved by: _____
Edward J Williams, President
Williams Development Services Inc.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, CASE NO: 2015-CA-006557-O
body politic and corporate, and an agency of the state
under the laws of the State of Florida,

Subdivision 39

Petitioner,

Parcel 287/887

vs.

KENNETH W. MORRIS, et. al.

Respondent(s).

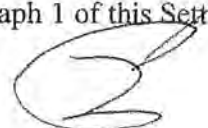
SETTLEMENT AGREEMENT AS TO EXPERT FEES

During settlement negotiations, counsel for Respondent(s), KENNETH W. MORRIS, and representative(s) of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to the Trust Account of Respondent's attorney the sum of One Hundred Forty-Two Thousand Four Hundred Ninety-Four and 89/100ths Dollars (\$142,494.89) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent in this case. The expert fees are allocated as follows:

<u>Expert</u>	<u>Invoice</u>	<u>Settlement Proposal</u>
Calhoun, Dreggors & Associates	\$34,888.00	\$29,000.00
Equable Real Estate Solutions LLC (Charles W. Haynes, Jr., GAA)	10,176.25	8,141.00
MEI Civil (Dan Morris)	31,326.75	26,851.00
VHB (Jim Hall)	31,535.35	25,500.00
Buchheit	29,324.64	26,530.54
Lakemont Group (Joshua Harris)	\$15,557.50	13,500.00
Grove Scientific & Engineering (Golden)	1,147.50	1,147.50
HSA Golden	780.00	780.00
JTS Tech (Jerry Holder)	1,065.60	1,065.60
Aerial Cartographics of America	479.25	479.25
Ed Williams	11,150.00	9,500.00
Total	\$167,430.84	142,494.89

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement



Agreement, Respondent agrees to waive all attorney's fees, expert's fees, and litigation costs in this matter.

3. 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.

4. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Order containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

5. 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.


6. The parties agree to continue the trial of and hearings in this matter pending review by the CFX ROW Committee and CFX Board.


7. This Agreement resolves all remaining claims whatsoever arising from the taking of Parcel 287/887, including attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

8. Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes*.

9. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, *Florida Statutes*.

10. This Settlement Agreement, executed by counsel for the parties on this 19 day of June, 2017, contains all the agreements of the parties.


Print Name: Linda S. B. Lanosa
Central Florida Expressway Authority


Print Name: Raymond Moquies
Attorney for Owner



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RIGHT OF WAY COMMITTEE MEETING
June 28, 2017

Parcels 287/887 – Kenneth W. Morris
Proposed Settlement of
Expert Fees and Costs

➤➤➤ Photograph of Residence





Procedural History

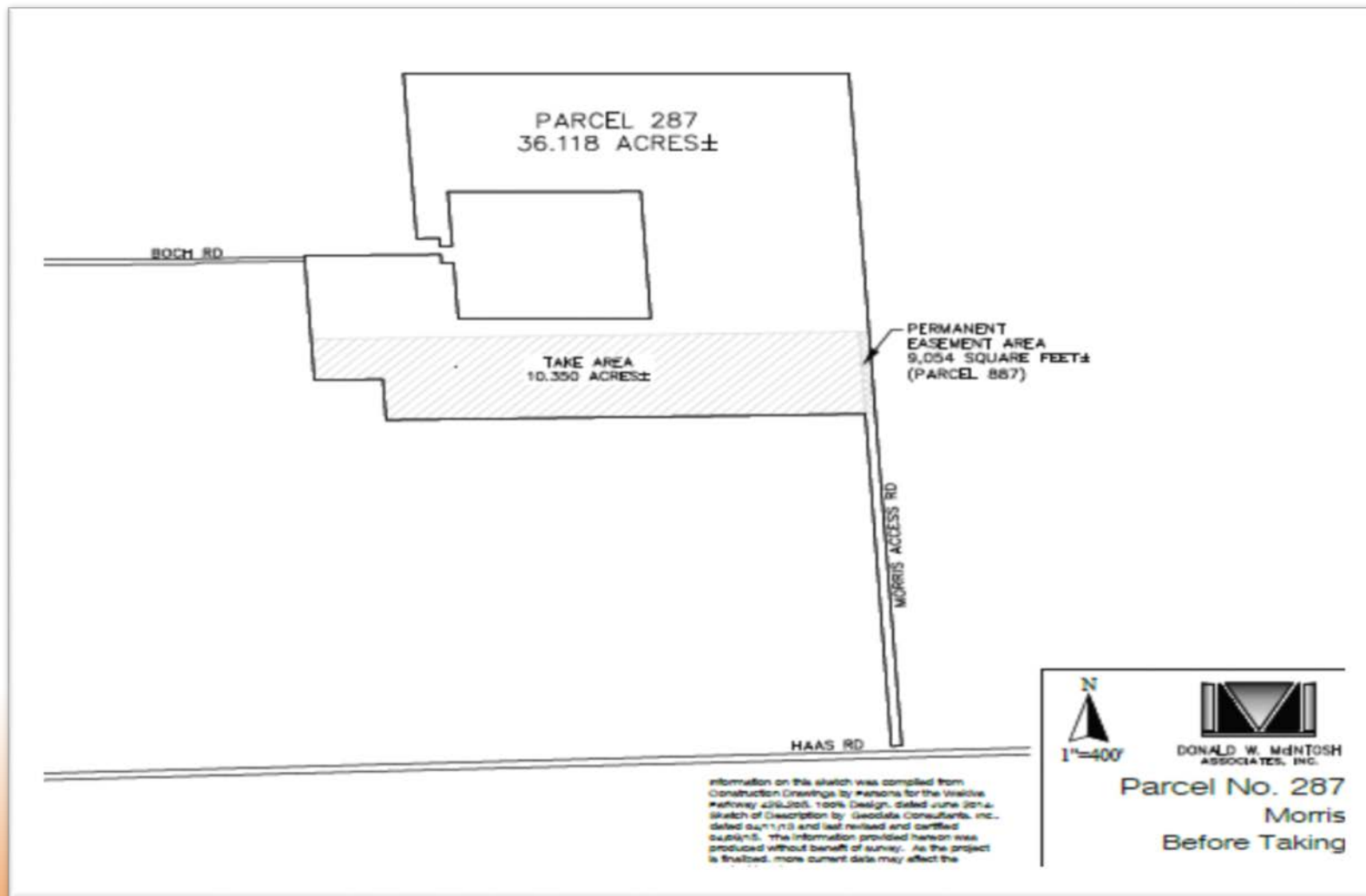
- July 14, 2015: Eminent Domain Petition
- Sept. 2, 2015: Deposit per O.T.
- Jan. 13, 2017: Offer of Judgment in the amount of \$1,442,000
- Feb. 13, 2017: Acceptance of O.J.
- April 24, 2017: Judgment per O.J.

➤➤➤ Aerial Site Map

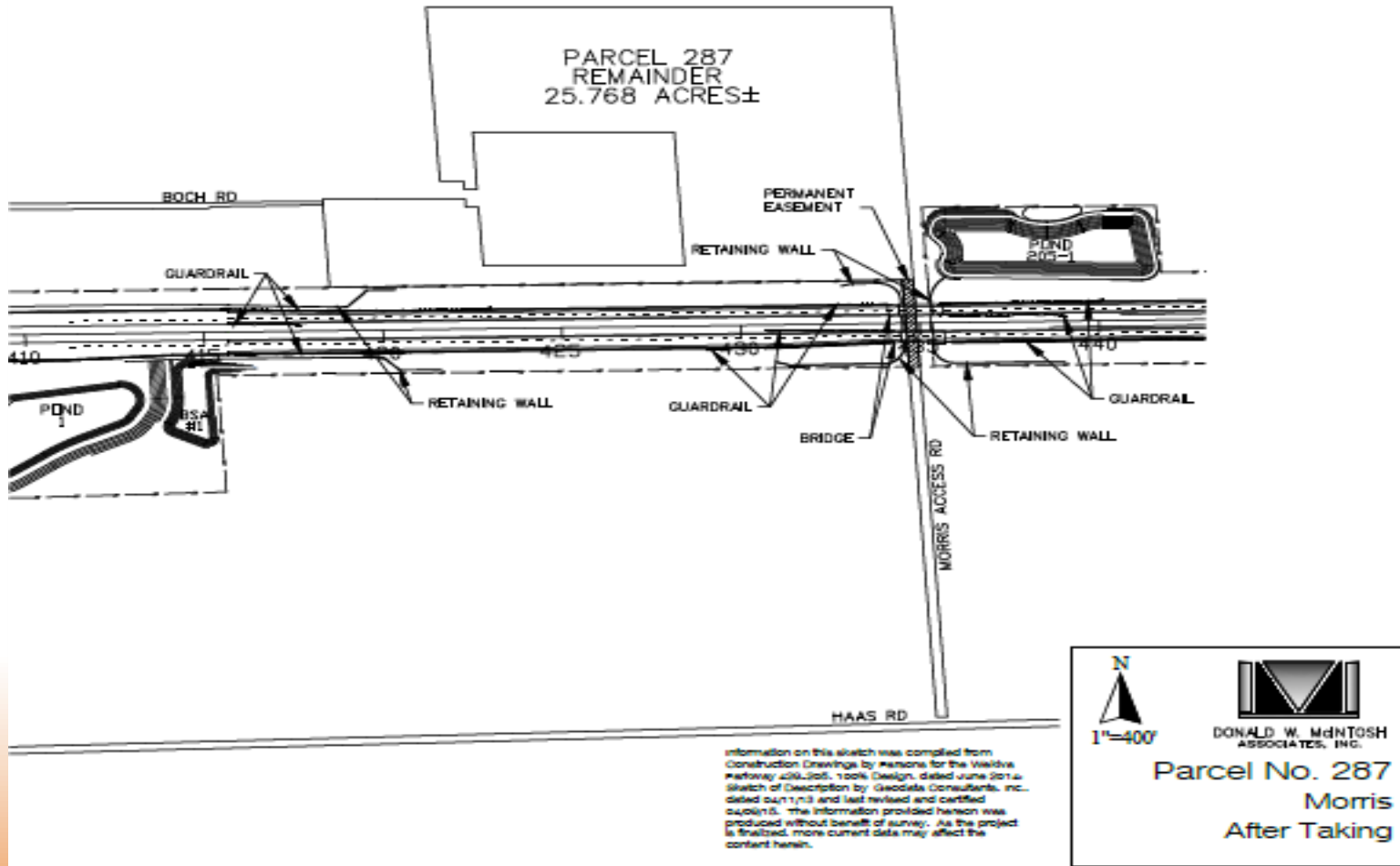




Parcel Before Taking



Parcel After Taking





Aerial showing S.R. 429





Owner's Requested Expert Fees

Expert	Field	Invoice
Calhoun, Dreggors & Associates	Appraiser	\$34,888.00
Equable Real Estate Solutions LLC (Charles W. Haynes, Jr., GAA)	Appraiser	10,176.25
MEI Civil (Dan Morris)	Engineer	31,326.75
VHB (Jim Hall)	Planner	31,535.35
Lakemont Group (Joshua Harris)	Market Analyst	15,557.50
Buchheit	Surveyor	29,324.64
Grove Scientific & Engineering	Geologist	1,147.50
HSA Golden	Hydrologist	780.00
JTS Tech (Jerry Holder)	Tech Support	1,065.60
Aerial Cartographics of America	Historical Aerials	479.25
Ed Williams	Planner	11,150.00
Total		\$167,430.84



Proposed Settlement

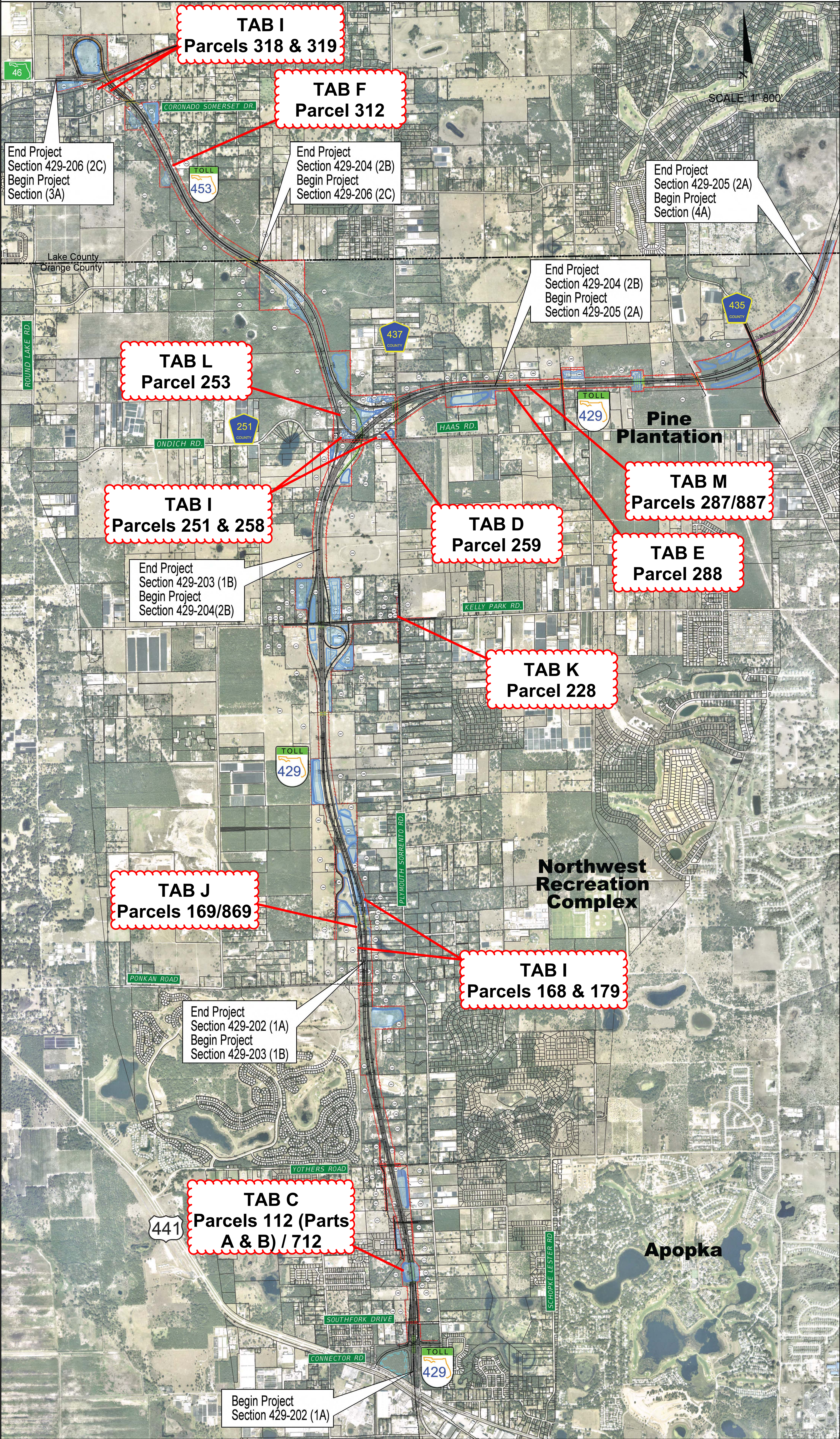
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Ed Williams	11,150.00	9,500.00
Total	\$167,430.84	\$142,494.89



Recommendation

Please recommend to the Board approval of a settlement in the amount of \$142,494.89, in settlement of all remaining claims arising from the taking of Parcels 287/887, including attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.




CFX Project Section Map



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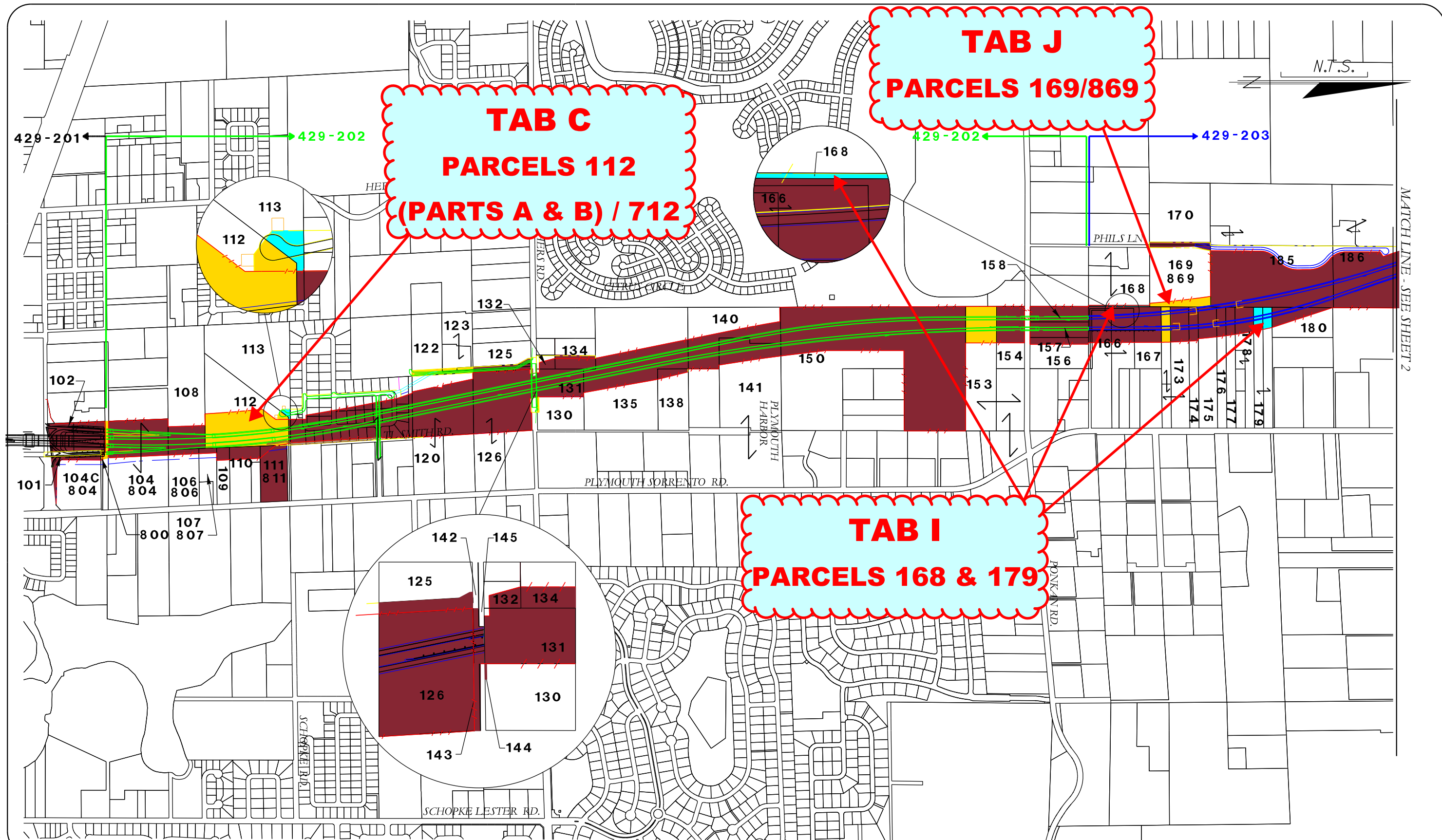
CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

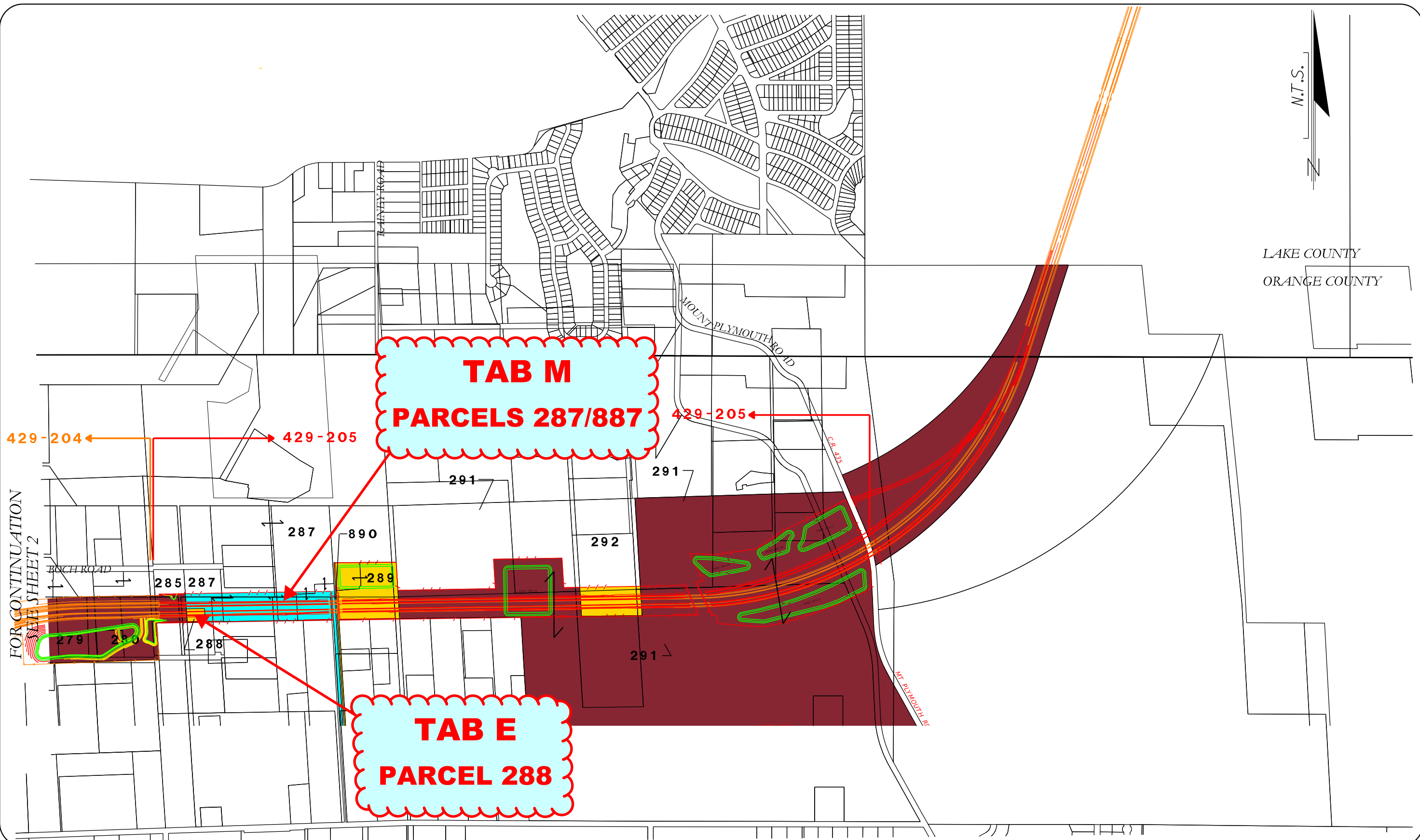
Legend	
	ACQUIRED/COMPLETE
	ACQUIRED/PENDING LITIGATION
	ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
June 28, 2017
SUBJECT TO CHANGE

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OF
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FLORIDA
EXPRESSWAY
AUTHORITY

WEEKIVA PARKWAY

Legend

- ACQUIRED/COMPLETE
- ACQUIRED/PENDING LITIGATION
- ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT

June 28, 2017

SUBJECT TO CHANGE

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CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

TAB I
PARCELS 318 & 319

- Legend
- ACQUIRED/COMPLETE
 - ACQUIRED/PENDING LITIGATION
 - ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
June 28, 2017
SUBJECT TO CHANGE

5
OF
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