

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Agenda
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT-OF-WAY COMMITTEE
October 25, 2017
2:00 p.m.

1. **CALL TO ORDER**
2. **PUBLIC COMMENT**
Pursuant to Section 286.0114, Florida Statutes, 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** – September 5, 2017 TAB A
Requesting approval of the September 5, 2017 minutes. **Action Item.**
4. **S.R. 429 (SUMMER LAKE-GRACE GROVES) WEKIVA PARKWAY PROJECT (PROJECT 429-206) PARCEL 311/811** – *David A. Shontz, Shutts & Bowen* TAB B
Requesting the Committee's recommendation for Board approval of the proposed offer of judgment. **Action Item.**
5. **S.R. 429 (SOLID, LLC) WEKIVA PARKWAY PROJECT (PROJECT 429-206) PARCEL 328** – *David A. Shontz, Shutts & Bowen* TAB C
Requesting the Committee's recommendation for Board approval of the proposed offer of judgment. **Action Item.**
6. **S.R. 429 (PINEL & CARPENTER, INC.) WEKIVA PARKWAY PROJECT (PROJECTS 429-203, 429-204, 429-205, and 429-206)** TAB D
David A. Shontz, Shutts & Bowen
Requesting the Committee's recommendation for Board approval of the proposed Addendum to Second Agreement for Appraisal Services. **Action Item.**
7. **S.R. 429 (LANDON, MOREE & ASSOCIATES, INC.) WEKIVA PARKWAY PROJECT (PROJECTS 429-203, 429-204, 429-205, and 429-206)** TAB E
David A. Shontz, Shutts & Bowen
Requesting the Committee's recommendation for Board approval of the proposed Second Agreement for Engineering Expert Witness Consulting Services. **Action Item.**
8. **S.R. 429 (CONSORTIUM APPRAISAL, INC.) WEKIVA PARKWAY PROJECT (PROJECTS 429-203, 429-204, 429-205, and 429-206)** TAB F
David A. Shontz, Shutts & Bowen
Requesting the Committee's recommendation for Board approval of the proposed Second Agreement for Appraisal Review Services. **Action Item.**

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9. **S.R. 429 (DURRANCE & ASSOCIATES, P.A.) WEKIVA PARKWAY PROJECT (PROJECTS 429-203, 429-204, 429-205, and 429-206)** TAB G
David A. Shontz, Shutts & Bowen
Requesting the Committee's recommendation for Board approval of the proposed Addendum to Second Agreement for Appraisal Services. **Action Item.**
10. **S.R. 429 (CHARLES AND KIM CHAPMAN AND CHAPMAN'S ORCHIDS, INC.) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 219** TAB H
Linda Brehmer Lanosa, CFX
Requesting the Committee's recommendation for Board approval of the proposed settlement agreement for all outstanding expert fees, expert costs and litigation expenses. **Action Item.**
11. **S.R. 417 – DECLARATION OF CFX SURPLUS PARCEL** TAB I
Linda Brehmer Lanosa, CFX
Requesting the Committee's recommendation for Board approval of the Resolution Declaring Property as Surplus Property Available for Sale. Location: S.R. 417, west of Narcoossee Road. **Action Item.**
12. **S.R. 417 (CFX) BOGGY CREEK IMPROVEMENT DISTRICT SURPLUS REQUEST - PARCEL 45-501** TAB J
- Linda Brehmer Lanosa, CFX
Request from the Boggy Creek Improvement District for Use of a Portion of Parcel 45-501. **Action Item.**
13. **OTHER BUSINESS**
14. **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
September 5, 2017

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

Committee Members Present:

Laurie Botts, City of Orlando Representative, Committee Chairman
Paul Sladek, Orange County Representative
Frank Raymond, Osceola County Representative
Jean Jreij, Seminole County Representative
Christopher Murvin, Citizen Representative

Committee Members Not Present:

Brendon Dedekind, Citizen Representative
Brian Sheahan, 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, Recording Secretary

Item 1: CALL TO ORDER

The meeting was called to order at 9:30 a.m. by Chairman Botts.

Item 2: PUBLIC COMMENT

There was no public comment.

Item 3: APPROVAL OF MINUTES

Action: A motion was made by Mr. Murvin and seconded by Mr. Raymond to approve the August 16, 2017 Right of Way Committee meeting minutes as presented.

Vote: The motion carried unanimously with five (5) members present and voting AYE by voice vote. Mr. Dedekind and Mr. Sheahan were not present.

Item 4: S.R. 453 (BENNETT) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 260

Ms. Brehmer Lanosa is presenting this item on behalf of Ms. Driscoll. She is requesting the Committee's recommendation for Board approval of a proposed mediated settlement agreement with Williams S. Bennett and Peggy H. Bennett (the "Owners").

CFX's appraisal of the property was prepared by Chad Durrance of Durrance & Associates. Mr. Durrance opined the value of the taking of Parcel 260 at \$325,000 (\$67,000 for the land, \$258,000 for improvements).

Thomas Callan, counsel for the Owners, retained Richard Dreggors of Calhoun, Dreggors & Associates, Inc. Mr. Dreggors provided a preliminary valuation estimate for the taking of \$620,000.

The case was successfully mediated on August 24, 2017. The parties reached a proposed settlement in the amount of \$485,000, plus \$52,800 for statutory attorney's fees and \$7,500 for expert fees and costs for a total of \$545,300 in full compensation for Parcel 260.

Action: A motion was made by Mr. Raymond and seconded by Mr. Jreij to recommend to the Board approval of the Proposed Settlement Agreement in the amount of \$545,300 in full settlement of all claims for compensation in the acquisition of Parcel 260.

Vote: The motion carried unanimously with five (5) members present and voting AYE by voice vote. Mr. Dedekind and Mr. Sheahan were not present.

Item 5: S.R. 453 (RAMLEE HOLDINGS LIMITED PARTNERSHIP) WEKIVA PARKWAY PROJECT (PROJECT 429-206) PARCEL 330 PARTS A, B AND C; PARCEL 730, AND PARCEL 731A AND 731B

Mr. Shontz is requesting the Committee's recommendation for Board approval of the proposed mediated settlement agreement with Ramlee Holdings Limited Partnership (the "Owner").

CFX retained the appraisal services of Walter Carpenter of Pinel & Carpenter, Inc. Mr. Carpenter opined the value of compensation at \$2,513,201.

Joel Roberts, counsel for the Owner, retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors estimated the total value of the taking at \$4,795,455.60 for the land and damages to the remainder.

The parties reached a proposed all-inclusive settlement in the amount of \$3,558,647.75.

Action: A motion was made by Mr. Raymond and seconded by Mr. Jreij to recommend to the Board approval of the proposed settlement agreement in the amount of \$3,558,647.75 for full compensation for Parcel 330, Parts A, B and C; Parcel 730; and Parcels 731A and 731B, including all attorneys' fees and costs and experts' fees and costs.

Vote: The motion carried unanimously with five (5) members present and voting AYE by voice vote. Mr. Dedekind and Mr. Sheahan were not present.

Item 6: S.R. 429 (PROJECT ORLANDO AND PSP/MRC DEBT PORTFOLIO S-1, L.P.) WEKIVA PARKWAY PROJECT (PROJECTS 429-203 AND 429-204) PARCELS 197/897, 230, 257 AND 267

Jay Small, Esquire of Mateer Harbert, P.A. is recommending and requesting the Committee's recommendation for Board approval of the proposed all-inclusive settlement agreement with Project Orlando, LLC (Respondent) and PSP/MRC Debt Portfolio S-1, L.P. (mortgage holder).

Trial on Parcels 197/897 is scheduled for September 2017. The Court has deferred trial regarding Parcels 230, 257 and 267 pending resolution of the valuation trial regarding Parcels 197/897.

Mr. Small detailed the history of the Parcels. The Mortgage Holder intends to assert a claim against all of the funds deposited. In the Stipulated Final Judgment, the Respondents release CFX from any and all claims. This is a global all-encompassing settlement of all 5 parcels.

The following table summarizes CFX's and the Respondent's appraisers' value of compensation, and Settlement Offer:

	CFX's Appraised Value - Carpenter	Owner's Appraised Value (Cantrell) or Demand	Settlement Offer
Parcels 197/897 (43.8 ac)	\$11,730,000	\$31,145,340	\$18,708,781
Parcel 230 (4.396 ac)	\$19,600	\$88,236	\$53,918
Parcels 257/267 (12.03 ac)	\$484,900	\$1,589,705	\$1,037,301
Subtotal - Appraised Values	\$12,234,500	\$32,823,281	\$19,800,000
Statutory Attorneys' Fees			
• Parcels 197/897		\$3,953,068	\$1,465,756
• Parcel 230		\$22,650	\$11,324.94

• Parcels 257/267		\$271,551	\$133,450.25
Subtotal – Attorneys’ Fees		\$4,247,269	\$1,610,531.39
Owner’s Expert Fees		\$634,817.41	\$545,282.58
Lender’s Trust Account			\$239,534.88
Total		\$37,705,367+	\$22,195,348.85

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

Action: A motion was made by Mr. Sladek and seconded by Mr. Murvin to recommend to the Board approval of an all-inclusive settlement in the amount of \$22,195,348.85 and authorization to execute the all-inclusive Stipulated Final Judgment.

Vote: The motion carried unanimously with five (5) members present and voting AYE by voice vote. Mr. Dedekind and Mr. Sheahan were not present.

Item 7: OTHER BUSINESS

This Right of Way Committee meeting replaces the September 27, 2017 meeting. The next meeting is scheduled for October 25, 2017.

Item 8: ADJOURNMENT

Chairman Botts adjourned the meeting at approximately 10:19 a.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, CLIENT-MATTER NO.: 19125.0166
Right of Way Committee

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

DATE: October 11, 2017

RE: Wekiva Parkway, Project 429-206, Parcel 311/811
Recommendation for Offer of Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right of Way Committee for an Offer of Judgment in full settlement of Parcel 311/811 owned by Summer Lake-Grace Groves, a Florida general partnership for SR 453 Wekiva Parkway, Project 429-206.

DESCRIPTION AND BACKGROUND

The Parent Tract owned by Summer Lake-Grace Groves totals 248.82 acres. The taking includes Parcel 311 Part A containing 0.726 acres, 311 Part B containing 32.536 acres and Parcel 811 containing of 9,515 s.f. The construction of SR 453 bisects the parent tract leaving a west remainder totaling 131.267 ac. and an east remainder totaling 84.293 ac. for a total of 215.560 acres. The property is located north of the Lake/Orange County line, west of Plymouth Sorrento Road and south of Coronado Somerset Road in Lake County, Florida

The parent tract is located in Lake County and is zoned A (Agricultural), which provides for residential and agricultural uses. The future land use designation is split between the western two-thirds (2/3) which is designated as Regional Office with 15% of the property reserved for open space, and the eastern one-third (1/3) which is in the Mount Plymouth-Sorrento Neighborhood area designated by Lake County as 2 dwellings per acre with 50% common open space. The parent tract was included in a pre-application meeting on October 29, 2013, to designate the property as a PUD with mixed-use proposed, including warehouse/distribution, industrial, general office, institutional/office, residential, and commercial uses. This potential land use of the property is a long-range vision, recognized by both Lake County and the City of Mount Dora, to provide a greater employment base than the previous use as agricultural land.

The CFX's appraisal of the property was prepared by Walter Carpenter of Pinel & Carpenter. Mr. Carpenter opined the highest and best use of the property is to hold for future development as permitted under the Regional Office and Mount Plymouth-Sorrento Neighborhood FLU. In the after condition, Mr. Carpenter opined the western remainder

remained a highest and best use as Regional Office use and the eastern remainder had a highest and best use as low density residential. Mr. Carpenter used 6 land sales ranging from \$9,494 to \$16,137 per acre to arrive at the valuation of \$16,000 per acre for the land taken. Mr. Carpenter estimated a possible future value when demand for the property under the Regional Office designation may be more feasible. The concluded per acre price of \$16,100 was attained under this analysis, indicating the \$16,000 per acre is valid for current valuation. Continuing the analysis, Mr. Carpenter opines the residential portion of the parent tract (eastern area with low density residential use) has an indicated present value of \$20,000 per acre, with the Regional Office portion of the parent tract (western area) having an indicated present value of \$15,455 per acre.

In the after condition, Mr. Carpenter estimates severance damages to the 84.293 ac. east remainder to be 20% due to the proximity of the new elevated roadway to the residential highest and best use, based upon his impact adjacency study.

Mr. Carpenter’s Summary of Compensation

Parcel 311 (Part A)	.726 acres @ \$20,000/ac	\$14,520
Parcel 311 (Part B):	Combined Valuation	\$545,480
Low Density Residential	9.274 acres @ \$20,000/ac	
Regional Office	23.262 acres @ \$15,455/ac	
Damages		\$262,580
Parcel 311 Compensation		\$822,580
Parcel 811	9,515 sf @ \$.37/sf x .90	\$ 3,170
Total Compensation		\$825,750

Summer Lake-Grace Groves is represented by Raymer F. Maguire, III. This matter is scheduled for a jury trial beginning February 20, 2018. The case management deadlines are upcoming in the next 30 days through trial, with appraisal and other expert reports and rebuttal reports having recently been exchanged, and depositions currently being scheduled. Mr. Maguire retained Gary Pendergast to provide the appraisal report on behalf of Summer Lake-Grace Groves. Based upon land planning input from Ed Williams and Greg A. Beliveau, as well as input from economist Joshua A. Harris, Mr. Pendergast determined in the before condition, the highest and best use as vacant is for future low-density residential development at 1 to 3 units per acre and the highest and best use after the taking is for future mixed use development, generally regional office and residential type uses. Mr. Pendergast used 5 land sales ranging from \$22,780 to \$36,730 per acre, and opines the valuation of the property is \$26,000 per acre, arriving at the following conclusion of value for the taking:

Parcel 311	32.262 acres @ \$26,000/ac	\$864,800
Parcel 811	9,515 sf	\$ 5,100
Damages		\$2,369,000
Total Compensation		\$3,238,900

The difference in the appraisal opinions is \$2,413,150. In analyzing the issues in the

case, the differential in land values between the two appraisers, although not insignificant is a spread of only \$309,900. The remaining difference in the appraisal opinions of \$2,103,250 is severance damages directly attributable to the property owner's claim of condemnation blight.

The property owner's land planner Ed Williams opines that absent the Wekiva Parkway Project and related Wekiva Parkway Protection Act, the potential development scenario for the subject property would be far different. Mr. Williams opines that a cloud of condemnation blight was over the subject property, letting it be known in the market that the elevated expressway could impact all or a portion of the subject property for several years. Accordingly, Mr. Williams considered the subject property potential, absent the condemnation for the Wekiva Parkway. Mr. Williams further opines that the subject property would have either been (1) developed in Lake County under a Suburban (3DU/Acre) and Rural Village (2 DU/Acre) density or (2) annexed the parcel into Mount Dora and obtained a Planned Residential Development zoning. The property owner's second land planner, Greg Beliveau also concludes that the Wekiva Parkway had a major impact on the current Regional Office designation on the subject property. Mr. Beliveau opines that absent the Wekiva Parkway project and taking, the subject would most likely have had the low density future land use (original designations of the property prior to the Wekiva Parkway). The property owner also retained an economist, Joshua Harris who has undertaken an extensive study indicating that the Wekiva Parkway project has caused condemnation blight affecting the subject property and the Wekiva Parkway has largely driven the current Regional Office designation of the subject property.

Accordingly, Mr. Pendergast concludes that excluding the effects of project influence, the highest and best use of the subject property in the before condition is for future low-density residential development at a density between 1-3 units per acre. In the after condition, Mr. Pendergast concludes that the western remainder is no longer conducive to low density residential uses as the future land use was changed to regional office. Mr. Pendergast further concludes the eastern remainder is damaged due to its poor shape, reduced size and utility, residential view of elevated highway, quiet enjoyment reduced, higher development costs, and buffering of highway required which will reduce number or residential units. Accordingly, Mr. Pendergast finds 42.3% damages to the remainder.

Mr. Maguire has filed a Motion for Summary Judgment as to respondent's constitutional rights to present before-condition-value evidence excluding the effects of project influence and Motion for Summary Judgment to have a jury instruction given on condemnation blight. Specifically,

Threat of Condemnation

If you find from the evidence that the fair market value of the _____ property taken in this case decreased because of the prospect of condemnation, you should disregard that decrease and base your award on the value of the property as it would be at the time of taking without the threat of condemnation. In other words, the full compensation that is due the owner for the taking of his or her property should be the value of the property as it would have been at the time of the taking uninfluenced by the fact that it was to be taken in this proceeding.

Mr. Maguire's argument is summarized as, but for the condemnation blight of the project, the subject property's future land use designation would not have been "lowered" to Regional Office and would have remained a suburban future land use designation, which would have provided for low density residential development of 1-3 units per ac.

The parties agreed to mediate this matter with Lawrence M. Watson, Jr., Esquire, on August 31, 2017, which impassed after a short period, leaving open the possibility of continuing the mediation conference after the exchange of all expert witness reports. With the exchange of reports recently accomplished, continuation of the mediation conference has not yet been rescheduled.

Accordingly, in an effort to potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owner, then the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, the potential risk for the CFX at a jury trial could be approximately \$3,100,000+, which includes the appraisal differential of \$2,415,150, plus attorneys fees and experts fees for both sides, plus statutory interest. I would propose an Offer of Judgment for Parcels 311/811 in the amount of \$1,805,000, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects an increase in the land value and an increase in severance damages.

For the above-cited reasons, Right-of-Way counsel requests a recommendation for approval of an Offer of Judgment in the amount of \$1,805,000, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

RECOMMENDATION

We respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the Offer of Judgment in the amount of \$1,805,000, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 311/811, subject to apportionment (if any).

ATTACHMENTS

Exhibit "A" – Tax Map and Aerial Photograph of the Subject Property

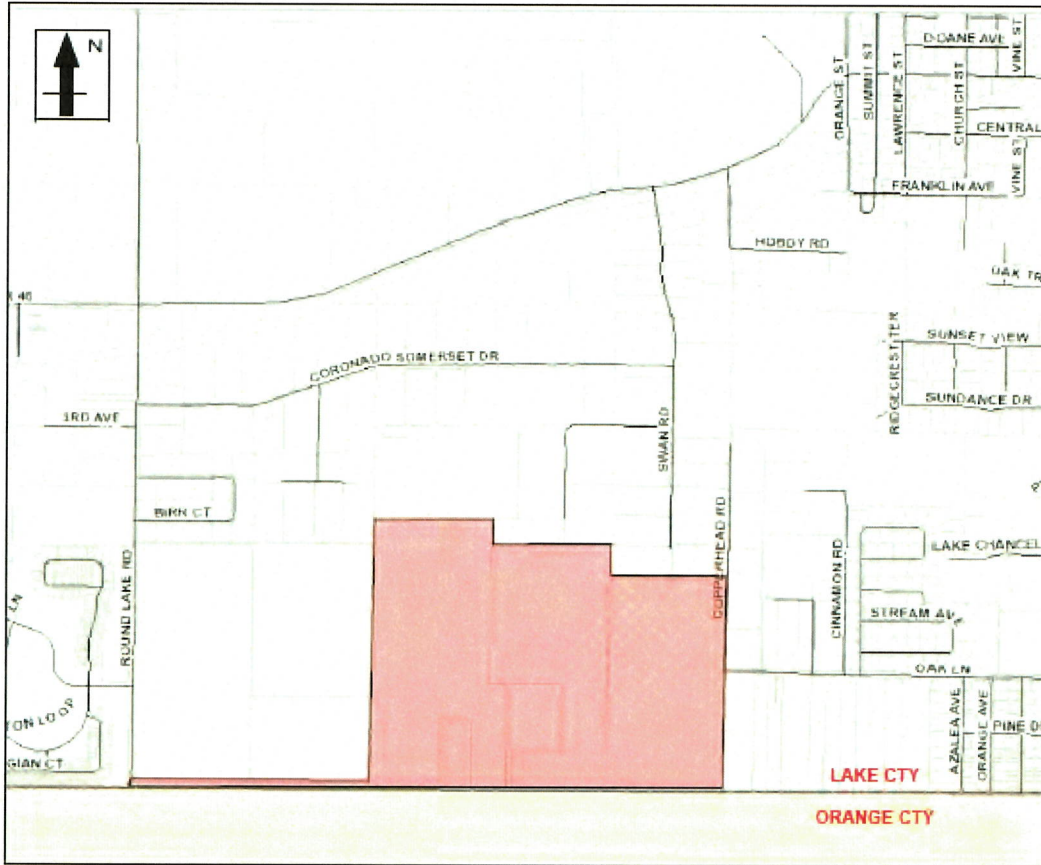
Exhibit "B" – Property Sketches of the Taking Area

ORL.DOCS 15700630 1

Exhibit “A”

PARCEL NO.: 311
OWNER: SUMMER LAKE-GRAVE GROVES
PROJECT: STATE ROAD 453 WEKIVA PARKWAY EXTENSION PROJECT NO. 429
CITY/COUNTY: UNINCORPORATED/LAKE

TAX MAP



Approximate Representation
Source: Lake County Property Appraiser

PARCEL NO.: 311
OWNER: SUMMER LAKE-GRAVE GROVES
PROJECT: STATE ROAD 453 WEKIVA PARKWAY EXTENSION PROJECT NO. 429
CITY/COUNTY: UNINCORPORATED/LAKE

AERIAL PHOTOGRAPH

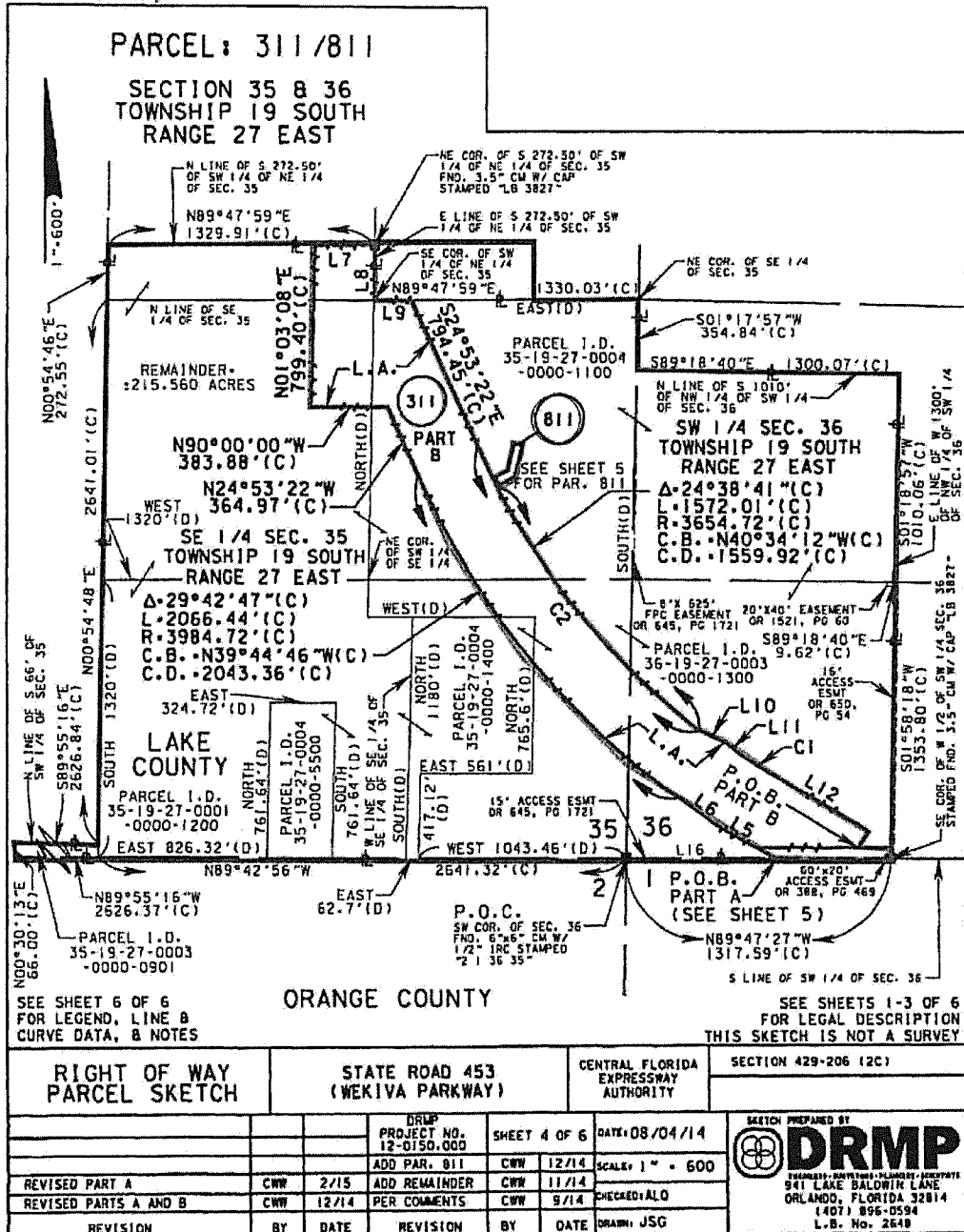


Approximate Representation
Source: Lake County Property Appraiser

Exhibit “B”

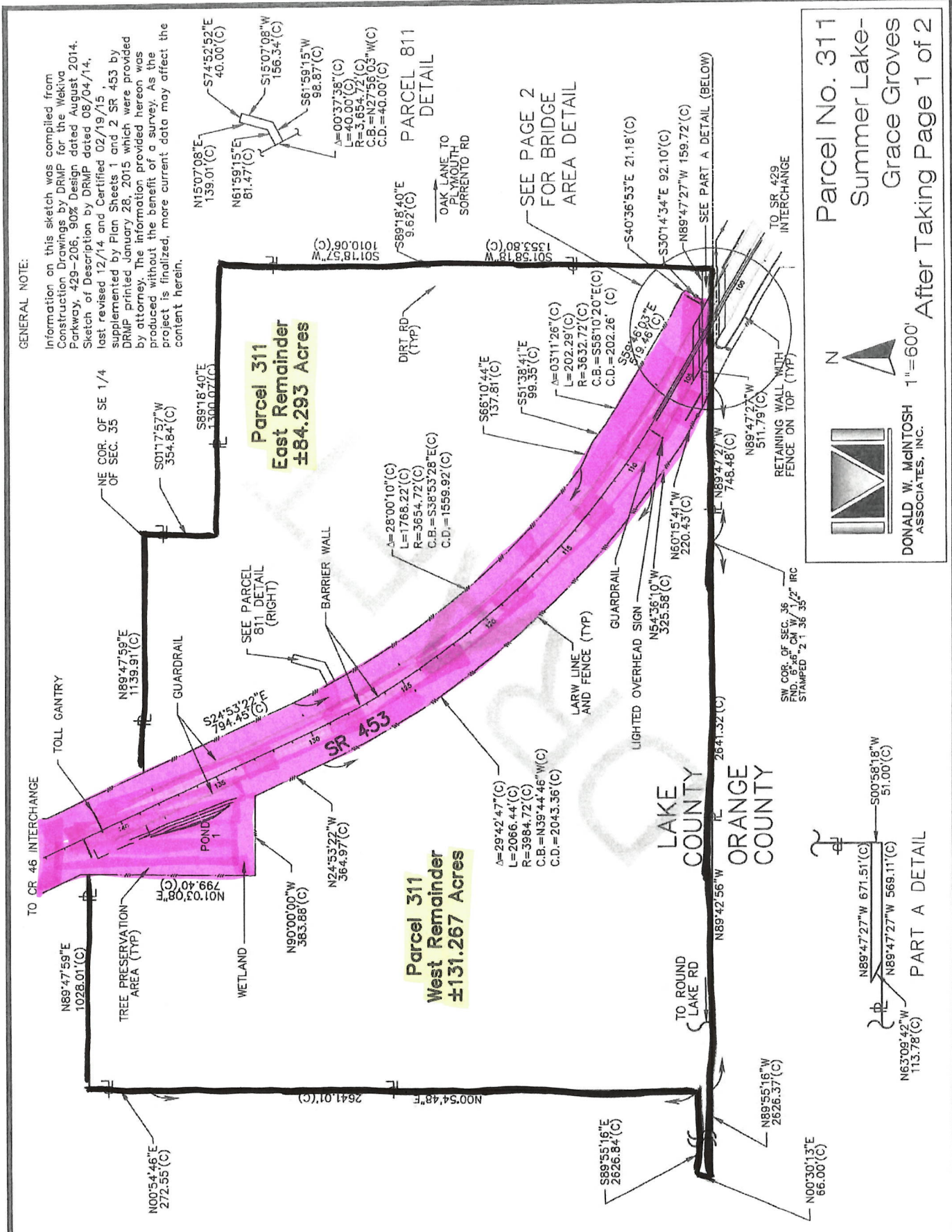
PROPERTY SKETCH
 (Parcels 311/811-Wekiva Parkway Project)
 The Summer Lake-Grace Groves Property

Parent Tract: 248.82 Acres
 Taking: 33.262 Acres
 Remainder: 215.558 Acres
 Parcel 811 (Permanent Drainage Easement): .2184 Acre



GENERAL NOTE:

Information on this sketch was compiled from Construction Drawings by DRMP for the Wekiva Parkway, 429-206, 90% Design dated August 2014. Sketch of Description by DRMP dated 08/04/14, last revised 12/14 and Certified 02/19/15 by DRMP printed January 28, 2015 which were provided by attorney. The information provided herein was produced without the benefit of a survey. As the project is finalized, more current data may affect the content herein.



Parcel No. 311
Summer Lake-
Grace Groves

After Taking Page 1 of 2

1" = 600'

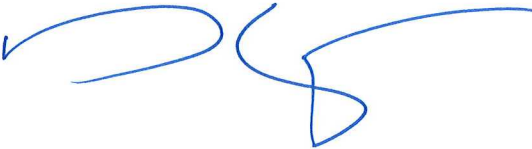
DONALD W. MCINTOSH
ASSOCIATES, INC.

Tab C



MEMORANDUM

TO: Central Florida Expressway Authority, CLIENT-MATTER NO.: 19125.0178
 Right of Way Committee

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

DATE: October 17, 2017

RE: Wekiva Parkway, Project 429-206, Parcel 328
 Recommendation for Offer of Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right of Way Committee for an Offer of Judgment in full settlement of Parcel 328 owned by Solid, LLC, for SR 453 Wekiva Parkway, Project 429-206.

DESCRIPTION AND BACKGROUND

Parcel 328 is a whole take of 5.652 acres. The property is located south of State Road 46 and north of the railroad right-of-way in Lake County, Florida. The main access is from State Road 46 on the north side of the property, with the railroad right-of-way forming the southern boundary of the property. The owner’s Construction Plans for Solid Office Conversion, Lake County, Florida, dated October 23, 2007, indicate the western and central area of the property containing 3.5 acres is considered developable due to the restricted utility in the tapered eastern side. The property is improved with an older single family residence, a detached garage with carports, wood and wire perimeter fencing, and a metal gate.

The parent tract is zoned CP, Planned Commercial, by Lake County. The allowable uses include professional office, banking, personal care services, and church uses. The subject property has a future land use designation of Regional Office by Lake County, with a Wekiva Study Area overlay and is also within the Mount Plymouth-Sorrento Community overlay. This FLU designation is intended to promote office and limited commercial-type development, and allows limited residential uses (multi-family) to be constructed only after or in conjunction with commercial uses.

Public water and sewer utilities exist on State Road 46, approximately 1.25 miles west of Round Lake Road. Currently, the property is serviced with well and septic system.

The CFX’s appraisal of the property was prepared by Walter Carpenter of Pinel & Carpenter. Mr. Carpenter opined the highest and best use of the property “as though vacant” is for an office/commercial use, dictated by demand and approval by Lake County that would incorporate the allowable uses provided for in Ordinance #2005-81. Mr. Carpenter opines that in

the current economic climate, development of the property would be considered speculative at this time and a medium holding period of the land prior to utilization of the site for an office/commercial use. Mr. Carpenter also opines the highest and best use “as improved” would be for renovation/restoration of the existing improvements for an appropriate office/commercial use.

Mr. Carpenter used four (4) land sales comparable ranging from \$56,054 per acre (\$1.29/sf) to \$85,676 per acre (\$1.97/sf) to arrive at a land value estimate of \$1.30/sf for the subject property. Thus, the land value of the parent tract/total taking is 246,201 sf at \$1.30/sf or \$320,000. Mr. Carpenter values the contributory value of the existing improvements at \$47,000. Mr. Carpenter opines the total value of the total taking is \$367,000.

Solid, LLC, is represented by Raymer Maguire, III. This matter is scheduled for a jury trial beginning April 23, 2018. The case management deadlines are upcoming in the next 30 days through trial, with appraisal and other expert reports having recently been exchanged, the exchange of rebuttal reports forthcoming, and depositions currently being scheduled. Mr. Maguire retained Richard Dreggors of Calhoun, Dreggors & Associates who prepared the appraisal report for the Respondent, Solid LLC. Mr. Dreggors received assistance from Ed Williams and Greg Beliveau, both land planners, and Joshua Harris, an economist who has undertaken an extensive study indicating that the Wekiva Parkway project has caused condemnation blight affecting the subject property and the Wekiva Parkway has largely driven the current designation of the subject property. Mr. Williams advised public utilities are located within the City of Mount Dora and can be extended to the property either from Round Lake Road at Sullivan Ranch about ½ mile to the south or along State Road 46 about 1.25 miles to the west. Mr. Dreggors agrees with Mr. Carpenter regarding the zoning and land use of the property; however, based upon information from Mr. Williams and Mr. Beliveau, Mr. Dreggors concluded the Regional Office designation was a direct result of the Wekiva Parkway and must be ignored as it reflects the Wekiva Parkway influence. Instead Messrs. Williams and Beliveau analyzed City and County land use designations in the area, growth patterns, change in character from agriculture and residential to retail, office and other non-residential uses, policies of Lake County Comprehensive Plan and Mount Dora Comprehensive Plan, the Lake County/Mount Dora JPA and the compatibility with adjoining areas to determine the likelihood of the property obtaining a comprehensive plan and zoning amendment. Under these scenarios, the planners advised Mr. Dreggors it is reasonably probable that the subject property would obtain a future land use designation of Neighborhood Activity Center and a zoning designation of Planned Commercial Development. Conversely, the property could be annexed into the City of Mount Dora and obtain a future land use designation of Commercial and a zoning designation of Planned Commercial Development or Neighborhood Commercial (C-1) by the City of Mount Dora. Either of these situations would allow the property to be developed with highway commercial uses at greater densities and higher values than the actual CP, Planned Commercial, under Ordinance #2005-81 approved by Lake County Board of County Commissioners which is the current status of the property. This would also give the property the possibility of using a well and septic system or connecting to the City of Mount Dora’s utility systems subject to a payback agreement, lessening the cost of extending the utilities. Dr. Harris opined the subject property is very well-linked to major employment centers of Central Florida, including Downtown Orlando, Downtown Sanford, Walt Disney World, and multiple points in between. He also opined the area, served by Plymouth-Sorrento Road, would have developed with residential subdivisions and limited commercial/retail due to growth patterns in the area; and that the growth

patterns would lead to the expansion of Plymouth-Sorrento Road to a least 4-lanes from U.S. 441 to State Road 46. According to Harris, State Road 46 would continue its role as a major connecting thoroughfare to link communities within Lake County (including Mount Dora and Sorrento) to employment centers in Orange and Seminole Counties. The natural growth pattern would have required at least the 4-laning of State Road 46, but for the Wekiva Parkway project. Harris continued to opine the subject parcel is located on the “going to work” side of State Road 46, which would have made the property an ideal location for gas stations, convenience stores, coffee shops, quick service restaurants, banks, and retail strip centers as well as other general commercial users. Thus under Harris’ analysis, his opinion is the subject property and surrounding area would have experienced significantly greater development pressure, but for the Wekiva Parkway project. His opinion is the Regional Office land use designation of the property is a direct result of the Parkway project, limiting non-commercial uses.

Mr. Dreggors, considering the analyses of the market analyst and the land planners, opines the most financially feasible use of the property would be for highway oriented commercial uses that could take advantage of the subject property’s location and physical characteristics. Thus while Mr. Dreggors agrees with the other major opinions of Mr. Carpenter, this “blight” caused by the construction of the Wekiva Parkway relegates all zoning and future land use issues to the background in Mr. Dreggors’ appraisal, and produces a highest and best use “as vacant” for a commercial use.

Mr. Dreggors relies upon five (5) comparable land sales, many distinctly outside what is normally considered the market area, ranging in price from \$3.38/sf to \$9.57/sf to arrive at a value for the subject property of \$3.75/sf or \$922,900. He assigns no value to the improvements, so the total valuation of the subject according to Mr. Dreggors is \$922,900.

The difference in the appraisal opinions is \$555,900. In analyzing the issues in the case, due to the whole taking of the property, the land value is the primary issue. The difference in the appraisal opinions is directly attributable to the property owner’s claim of condemnation blight, reinforced by Ed Williams and Greg Beliveau’s land planning analyses and Josh Harris’ interpretation of marketing trends and future scenarios which opines that absent the Wekiva Parkway Project and related Wekiva Parkway Protection Act, the potential development scenario for the subject property would be far different. These analyses combine to forge an opinion that a cloud of condemnation blight was over the subject property, letting it be known in the market that the elevated expressway could impact the subject property for several years. Accordingly, the appraisal by Mr. Dreggors reflects the subject property potential, absent the condemnation for the Wekiva Parkway, and arrives at a commercial use. This opinion is in direct contradiction to the actual land use and zoning currently of CP, Planned Commercial, in effect for the property and which would require changes by the zoning and Lake County Board of County Commissioners.

We anticipate Mr. Maguire filing a Motion for Summary Judgment as to respondent’s constitutional rights to present before-condition-value evidence excluding the effects of project influence and Motion for Summary Judgment to have a jury instruction given on condemnation blight. Specifically,

Threat of Condemnation

If you find from the evidence that the fair market value of the _____ property taken in this case decreased because of the prospect of condemnation, you

should disregard that decrease and base your award on the value of the property as it would be at the time of taking without the threat of condemnation. In other words, the full compensation that is due the owner for the taking of his or her property should be the value of the property as it would have been at the time of the taking uninfluenced by the fact that it was to be taken in this proceeding.

Mr. Maguire's argument is summarized as, but for the condemnation blight of the project, the subject property's future land use designation would not have been "lowered" to Professional Office and would have been commercial, allowing for additional, higher return uses of the property.

Accordingly, in an effort to potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owner, then the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, the potential risk for the CFX at a jury trial could be approximately \$780,000, which includes the appraisal differential of \$555,900, plus attorneys' fees and experts' fees for both sides, plus statutory interest. I would propose an Offer of Judgment for Parcel 328 in the amount of \$618,000, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects an increase in the land value.

For the above-cited reasons, Right-of-Way counsel requests a recommendation for approval of an Offer of Judgment in the amount of \$618,000, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

RECOMMENDATION

We respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the Offer of Judgment in the amount of \$618,000, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 328, subject to apportionment (if any).

ATTACHMENTS

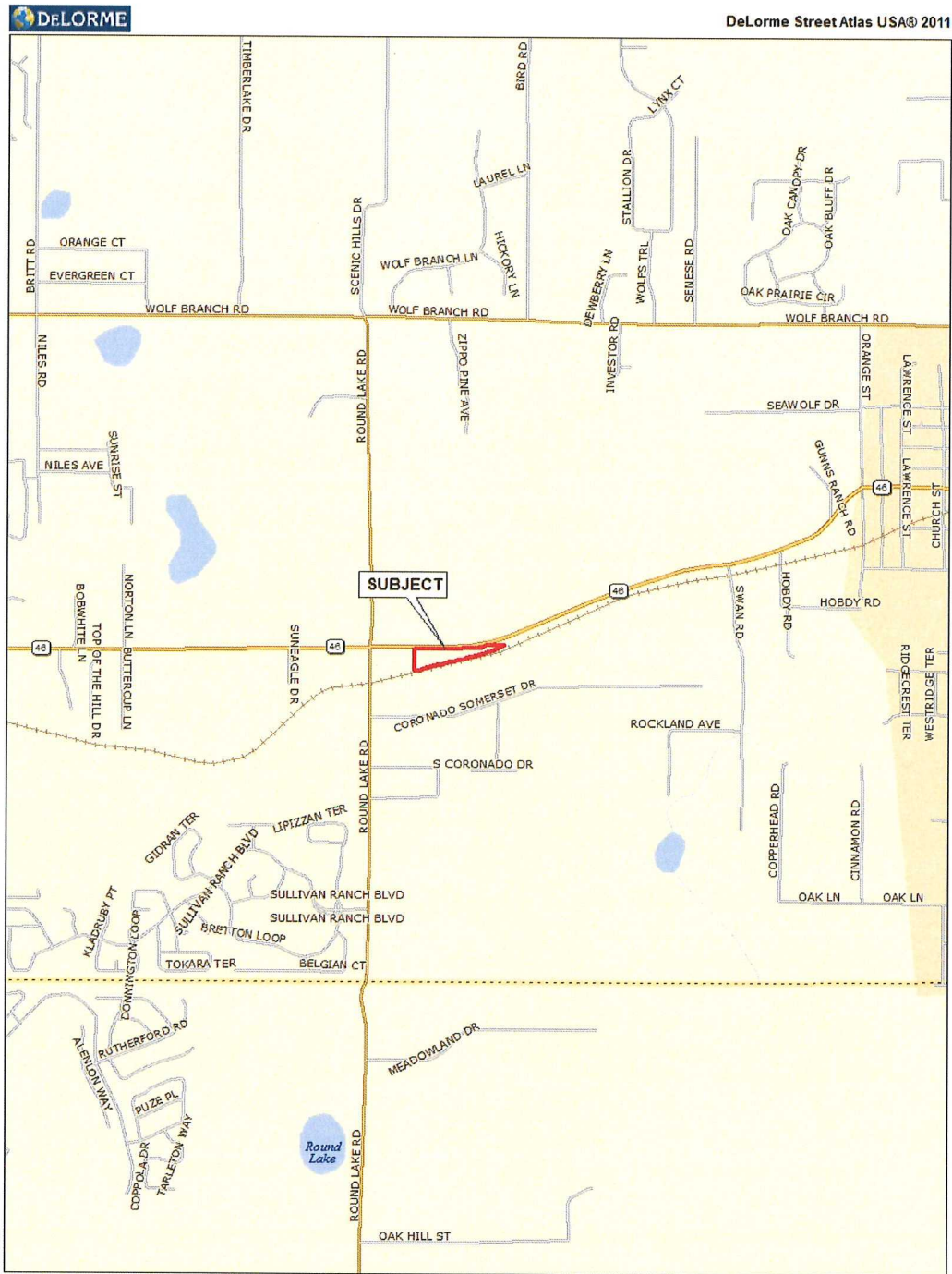
Exhibit "A" – Tax Map and Aerial Photograph of the Subject Property
Exhibit "B" – Property Sketches of the Taking Area

Exhibit “A”

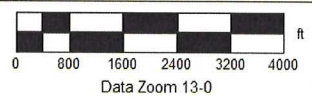
**Tax Map and Aerial Photograph
of the Subject Property**

PARCEL NO.: 328
OWNER: SOLID, LLC
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-208
CITY/COUNTY: UNINCORPORATED/LAKE

LOCATION MAP

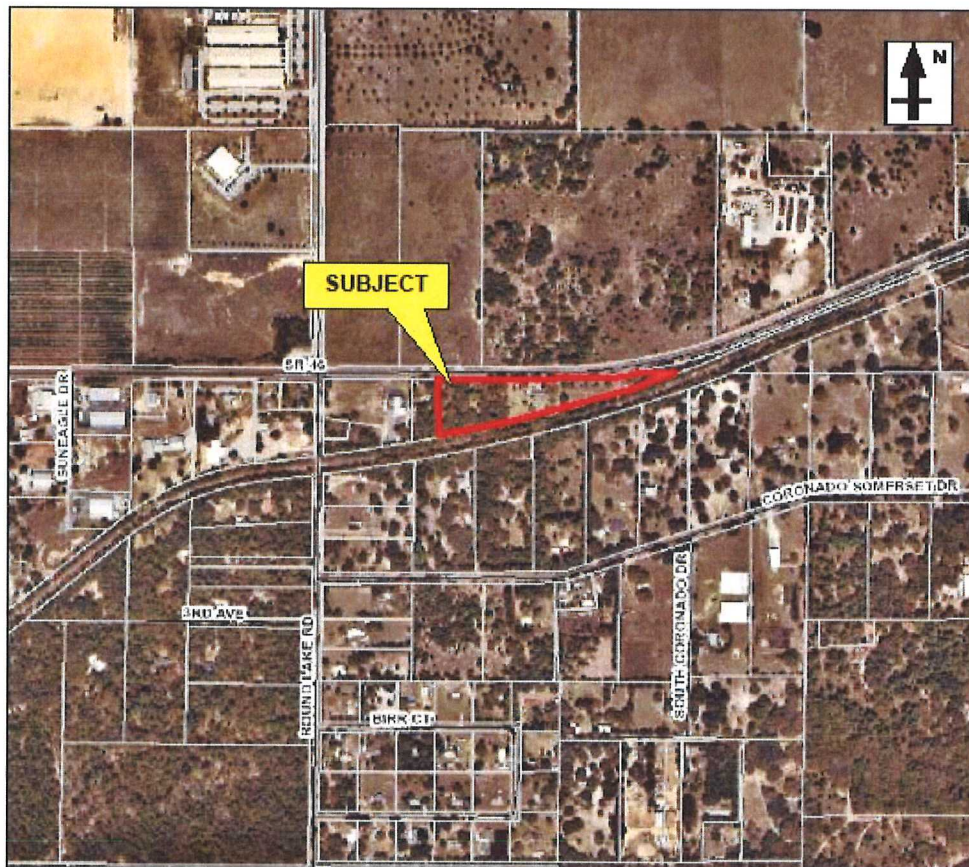


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PARCEL NO.: 328
OWNER: SOLID, LLC
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206
CITY/COUNTY: UNINCORPORATED/LAKE

AERIAL PHOTOGRAPH



*Approximate Representation
Source: Lake County Property Appraiser*

MARKET AREA MAP

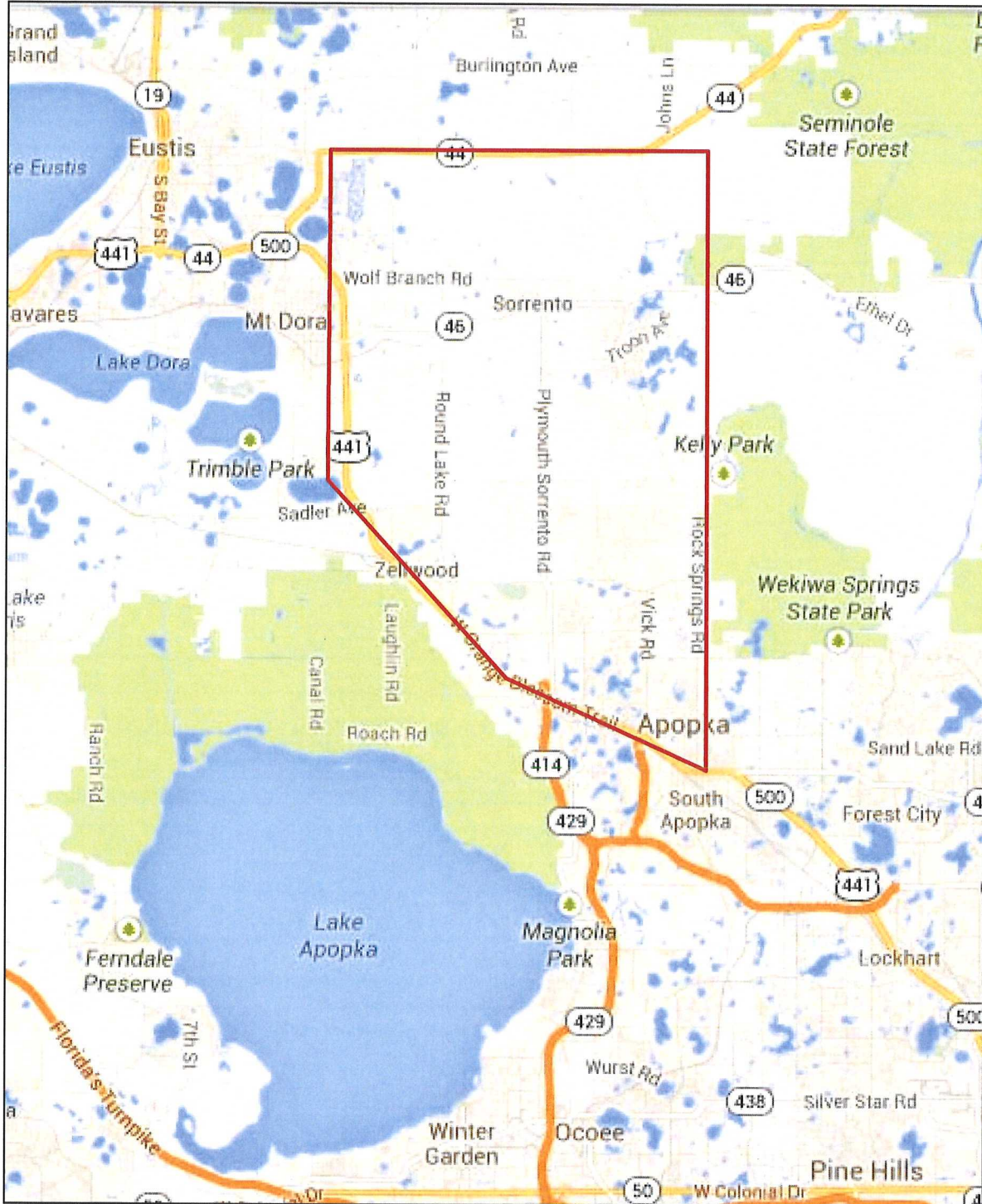
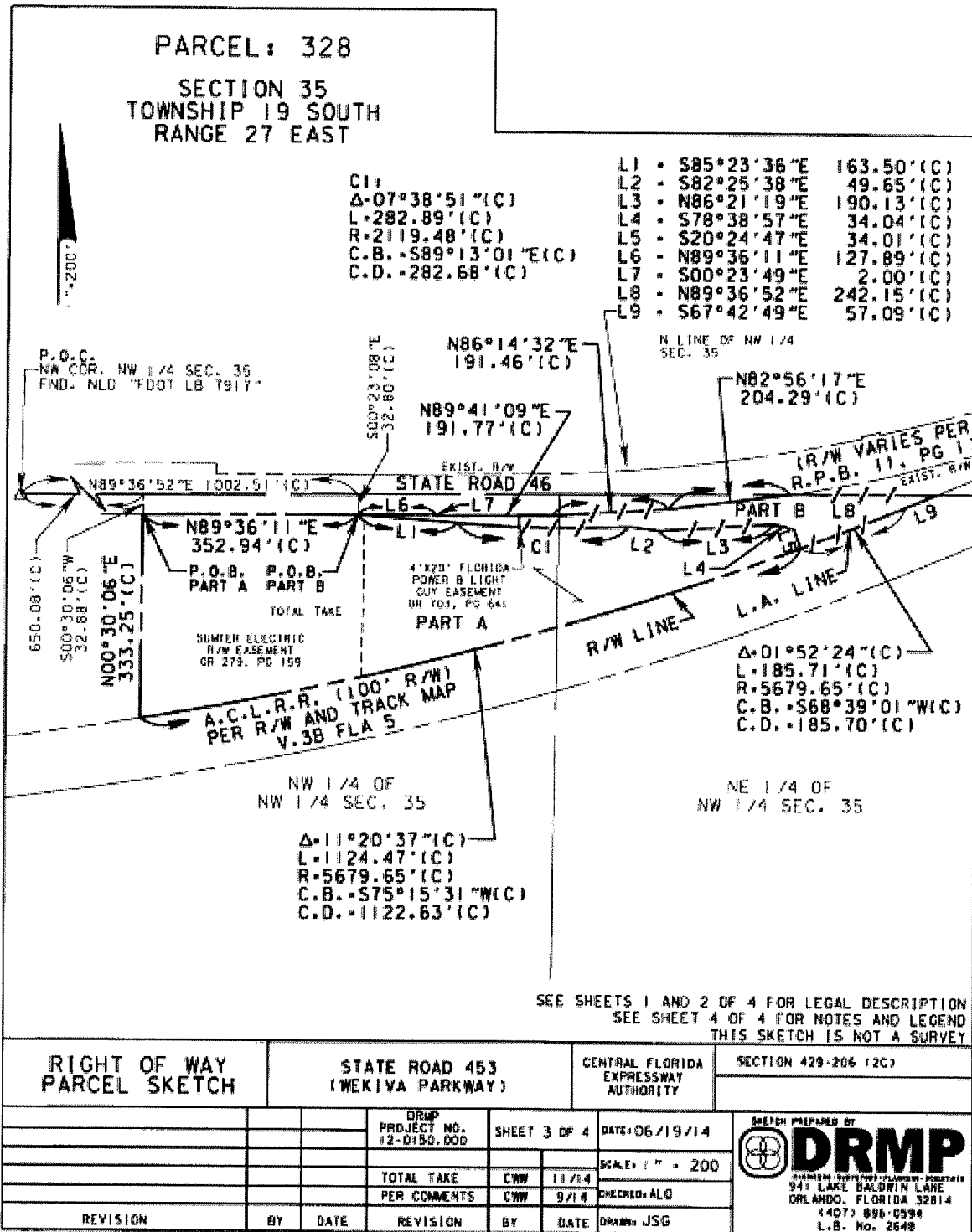


Exhibit “B”

Property Sketch of the Taking Area

PARCEL NO.: 328
 OWNER: SOLID, LLC
 PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206
 CITY/COUNTY: UNINCORPORATED/LAKE

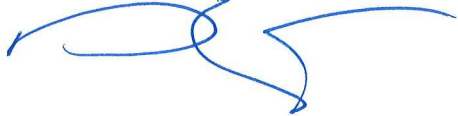
SKETCH OF THE PARENT TRACT/TOTAL TAKING



Tab D



MEMORANDUM

TO: Central Florida Expressway Authority Right-of-Way Committee Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel 
DATE: October 12, 2017
RE: Addendum to Second Agreement for Appraisal Services by Pinel & Carpenter, Inc., for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee for an Addendum to the Second Agreement for Appraisal Services by Pinel & Carpenter, Inc. ("Carpenter") to perform appraisal services for the Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206. A copy of the proposed Addendum to the Second Agreement for Appraisal Services is attached for your review.

BACKGROUND/DESCRIPTION

On October 8, 2015, Carpenter entered into a second agreement to provide pre-litigation and litigation appraisal services for the Wekiva Parkway Project ("the Agreement") to replace the original agreement, the term of which had expired. The Agreement provided funding in the amount of Two Hundred Thousand and NO/100 Dollars (\$200,000.00) to continue Carpenter's work on twenty-nine (29) parcels in the various segments of the Wekiva Parkway project. The Agreement is reaching its upset limit of Two Hundred Thousand and NO/100 Dollars (\$200,000.00). The attached Addendum to the Second Agreement for Appraisal Services will allow Carpenter to continue its work without interruption and provide for additional funding of One Hundred Thousand and NO/100 Dollars (\$100,000.00) to continue that work. The balance on the current agreement is approximately \$58,000. As expert costs are deducted from Shutts & Bowen LLP's previously approved contract amount, this will not require any increase in said contract amount.

Pinel & Carpenter, Inc., has provided pre-litigation and litigation support services. The final parcels assigned to Carpenter are now in litigation proceeding to trial. The addendum is necessary to allow Carpenter to continue to provide appraisal services and litigation and trial support services, including testifying at trial for the Wekiva Parkway Project for four (4) parcels. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

REQUESTED ACTION

It is respectfully requested that the Right-of-Way Committee recommend to the Central Florida Expressway Board the terms of the Addendum to the Second Agreement for Appraisal Services and authorize execution of the Addendum. Addendum Value: \$100,000.00.

ATTACHMENT

Addendum to the Second Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

**ADDENDUM TO SECOND AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA
PARKWAY PROJECT NUMBERS 429-203, 429-204, 429-205, AND 429-206**

THIS AGREEMENT is effective this _____ day of _____, 2017, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Pinel & Carpenter, Inc. ("Appraiser"), whose business address is 824 North Highland Avenue, Orlando, Florida 32803.

WHEREAS, the Appraiser and Client have entered into a second agreement for appraisal services dated October 10, 2015; and

WHEREAS, pursuant to the terms set forth in the Second Agreement for Appraisal Services dated October 8, 2015, payments made to the Appraiser shall not exceed an upset limit of Two Hundred Thousand Dollars (\$200,000.00) without an addendum; and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the upset limit of Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 - Upset Limit is increased by One Hundred Thousand Dollars (\$100,000.00)

All payments made pursuant to this Addendum to the Second Agreement for Appraisal Services dated October 8, 2015, shall not exceed a total of One Hundred Thousand Dollars (\$100,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the One Hundred Thousand Dollar (\$100,000.00) upset limit.

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ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Second Agreement for Appraisal Services dated October 8, 2015.

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

Attest:

SHUTTS & BOWEN LLP

Witness Signature

By: _____

Terri L. Martin
Printed Name

David A. Shontz, Esquire
Legal Counsel to the Central Florida
Expressway Authority

Witness Signature

Mary Ellen Farmer
Printed Name

PINEL & CARPENTER, INC.

Witness Signature

By: _____

Printed Name

Walter N. Carpenter Jr., President

Witness Signature

Printed Name

Tab E



MEMORANDUM

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

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

DATE: October 12, 2017

RE: Second Agreement for Engineering Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee for a Second Agreement for Engineering Expert Witness Consulting Services by Landon, Moree & Associates, Inc. ("LMA") to perform engineering expert witness consulting services for the Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206. A copy of the proposed Second Agreement for Engineering Expert Witness Consulting Services which includes the Schedule of Rates as Exhibit A is attached for your review.

BACKGROUND/DESCRIPTION

On July 26, 2013, LMA entered into an agreement to provide pre-litigation and litigation engineering expert witness consulting services for the Wekiva Parkway Project ("the Agreement"). The original agreement has reached the end of its term of agreement, and the attached Second Agreement for Engineering Expert Witness Consulting Services will allow LMA to continue its work without interruption and provide for additional funding of Fifty Thousand and NO/100 Dollars (\$50,000.00) to continue that work. The balance on the current agreement is approximately \$8,600. As expert costs are deducted from Shutts & Bowen LLP's previously approved contract amount, this will not require any increase in said contract amount.

Landon, Moree & Associates has provided pre-litigation and litigation support services. The new agreement is necessary to allow LMA to continue to provide engineering services and litigation and trial support services, including testifying at trial for the Wekiva Parkway Project for approximately one (1) parcel. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

REQUESTED ACTION

It is respectfully requested that the Right-of-Way Committee recommend to the Central Florida Expressway Board the terms of the Second Agreement for Engineering Expert Witness Consulting Services and authorize execution of the Second Agreement. Second Agreement Value: \$50,000.00.

ATTACHMENT

Second Agreement for Engineering Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

ORLDOCS 15548700 2

**SECOND AGREEMENT FOR ENGINEERING
EXPERT WITNESS CONSULTING
SERVICES FOR WEKIVA PARKWAY
PROJECTS 429-203, 429-204, 429-205 AND 429-206**

THIS AGREEMENT is effective this ____ day of _____, 2017, by and between Shutts & Bowen LLP (“Client”), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Landon, Moree & Associates, Inc. (“Engineer”), whose business address is 31622 US 19 North, Palm Harbor, Florida 34684.

WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Engineer to provide engineering expert witness consulting services as described herein; and

WHEREAS, the Engineer is licensed, qualified, willing and able to perform the engineering expert witness consulting services required on the terms and conditions hereinafter set forth; and

WHEREAS, the Client desires that the Engineer continue to furnish it with engineering services, and the Engineer represents that he is fully qualified to perform such services and will furnish such services personally;

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

ARTICLE 1 - SERVICES TO BE PROVIDED BY THE ENGINEER

1.1 Engineering Expert Witness Consulting Services

The Engineer agrees to perform engineering expert witness consulting services for Wekiva Parkway Projects 429-203, 429-204, 426-205 and 429-206. It is understood and agreed that the performance of the engineering expert witness consulting services requires the expertise of an individual engineer and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Engineer of Record leaves the Engineer’s employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Engineer of Record so that the services shall be rendered without interruption or shall require the Engineer to appoint a different individual as the Engineer of Record. If the Agreement is assigned to another engineering firm, payment shall be made to the Engineer for all services rendered. Payment for engineering expert witness consulting services shall be made in accordance with the compensation schedule set forth in **Exhibit A**.

The Engineer of Record shall prepare and deliver electronically color copies of the engineering report(s) to David A. Shontz, Esquire, at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Engineer shall commence work on the engineering report(s) immediately and shall perform the work in the most expeditious manner and shall complete the engineering report(s) within the specified timeframe, which the Engineer acknowledges is reasonable. Upon the request from the Client, the Engineer shall provide a progress report which shall advise as to the status of the services to be performed by the Engineer.

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

The Engineer shall consult with the Client regarding services to be performed by the Engineer at such time(s) as may be mutually convenient for the parties to this agreement. The Engineer shall initiate such consultations whenever the Engineer needs legal advice on any aspect of the engineering report to be furnished under this Agreement.

1.2 Litigation Support Services

If requested by the Client, the Engineer of Record shall personally testify under oath as an expert witness on behalf of the Central Florida Expressway Authority in any judicial proceeding involving any engineering expert witness consulting work performed under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A and shall include such reasonable time as may be required for re-inspection of the property, revising the engineering report, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.3 Sub-consultants

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

The Client shall have no liability or obligation to the sub-consultants hereunder. The Central Florida Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the sub-consultants, to pay a specific amount directly to a sub-consultant. In such event, the Engineer agrees any such

payments shall be treated as a direct payment to the Engineer's account. Sub-consultant fees shall be invoiced at cost with no additional markup applied by the Engineer.

1.4 Engineer's Standards of Performance

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

1.5 Engineer's Obligation to Correct Errors or Omissions

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

1.6 Non-Exclusive Rights

The rights granted to the Engineer hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other engineering expert witness consultants to perform engineering expert witness consulting services, including without limitation, any of the services provided for herein.

1.7 Engineer's Compliance with Laws and Regulations

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

1.8 Engineer Is Not Client's Agent

The Engineer is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Engineer is not authorized to act as the agent of the Central Florida Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Central Florida Expressway Authority.

1.9 Reduced Scope of Services

The Client shall have the right, by written notice to the Engineer, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Engineer will be paid in accordance with the compensation schedule set forth in the attached Exhibit A for any time spent in connection with the reduced services. The Engineer shall not be entitled to any anticipated profit as a result of the reduced scope of services.

ARTICLE 2 - TIME

2.1 The date for commencement of the Engineer (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Litigation Support Services (described in Article 1.2) is the date such services are required by the Client.

2.2 The Due Date for the delivery of the engineering report(s) shall be included in an Addendum. By executing an Addendum, the Engineer acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.

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

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

ARTICLE 3 - PAYMENT

3.1 When Payment Is To Be Made By The Client

All payments made pursuant to this Agreement will be paid to the Engineer by the Client only after payment by the Central Florida Expressway Authority to the Client. Payment for services rendered by any sub-consultants shall be paid to the Engineer and the Engineer shall be fully responsible for making payment to any sub-consultant retained by the Engineer. The Engineer acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Central Florida Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Engineer's services on behalf of the Central Florida Expressway Authority and, although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

3.2 Compensation for Consultation Services

It is expressly agreed and understood that the Engineer shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

3.3 Compensation For Engineering Expert Witness Consulting Services

It is expressly agreed and understood that the Engineer shall be paid for satisfactorily performed engineering expert witness consulting services in accordance with the compensation schedule set forth on **Exhibit A**. No payment shall be made for engineering expert witness consulting services until after the receipt of the engineering report(s) by the Client. Once a final engineering report(s) has been provided to the Client, the Central Florida Expressway Authority shall pay all invoices for engineering expert witness consulting services within forty-five (45) days after receipt of the invoice.

The Engineer shall receive compensation in accordance with **Exhibit A** for services performed in connection with the modification or preparation of any supplement or update to any engineering report furnished under this agreement if (1) the property has been materially altered since the initial engineering (i.e., fire or act of God), (2) the boundaries of the property to be acquired have been revised, or (3) if requested by the Client for any other reason not the fault of the Engineer.

The Engineer shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any engineering report furnished under this agreement if (1) applicable principles of law require the modification on or supplementing of such engineering report, (2) material omissions, inaccuracies, or defects in the engineering report are discovered, or (3) the Engineer receives or becomes aware of relevant additional information in existence prior to the date the Engineer signed the report.

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Engineer shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

3.5 Invoices

The Engineer shall submit detailed invoices to the Client for all services rendered. The Engineer represents and warrants that all billable hours and rates furnished by the Engineer to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Central Florida Expressway Authority for payment as provided herein.

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

3.6 Right to Withhold Payment

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

3.7 Total Payments Not To Exceed

All payments made pursuant to this Agreement shall not exceed a total of Fifty Thousand Dollars (\$50,000.00), without an Addendum to this Agreement that shall be approved by the Central Florida Expressway Authority. It shall be the responsibility of the Engineer to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Fifty Thousand Dollars (\$50,000.00) upset limit so that Client may timely present the necessary Addendum to the Central Florida Expressway Authority.

ARTICLE 4 - LIQUIDATED DAMAGES

4.1 Engineering Reports

If the Engineer fails to submit any engineering report by the Due Date, the Engineer will be assessed one percent (1%) of the lump sum amount for such report per calendar day for the first seven (7) calendar days the engineering report is delayed. If the Engineer submits the draft or final engineering report more than seven (7) calendar days after the Due Date, the Engineer will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the engineering report is received by the Client.

4.2 Responses, Modifications, or Corrections

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

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

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

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

5.2 Records Availability and Audit

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

ARTICLE 6 - TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

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

6.2 Termination

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, the Engineer will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to the Engineer. The Engineer shall be paid for the services satisfactorily performed by the Engineer if the engineering report(s) has been provided to the Client. If the engineering report(s) has not been provided to the Client, the Engineer shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

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

ARTICLE 7 - CONFIDENTIALITY

Unless otherwise required by law, the Engineer shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Engineer or received from the Client, concerning the services rendered by the Engineer or any sub-consultant pursuant to this Agreement.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A**. Electronic mail, instant messaging, or facsimile shall NOT be considered notice as required hereunder.

8.2 Change of Address

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

8.3 Jurisdiction

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

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

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

8.6 Member Protection

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

8.7 Conflict of Interest

Except with the Client's knowledge and written consent, the Engineer and Sub-consultants shall not undertake services when it would reasonably appear that such services could compromise the Engineer's judgment or prevent the Engineer from serving the best interests of the Client. Except with the Client's knowledge and written consent, the Engineer shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be acquired or condemned by the Central Florida Expressway Authority for the projects collectively known as the State Road 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived by the Central Florida Expressway Authority.

8.8 Entire Agreement

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

8.9 Amendment

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

8.10 No Third-Party Beneficiaries

No person, except for the Central Florida Expressway Authority, shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party, other than the Central Florida Expressway Authority, is intended or implied by the execution of this Agreement. It is agreed and understood between the services rendered hereunder shall be for the benefit of the Central Florida Expressway Authority and the Central Florida Expressway Authority is entitled to rely upon the engineering report(s) prepared hereunder.

8.11 Engineering Expert Witness Consultant Contractual Authorization

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

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

Attest:

SHUTTS & BOWEN LLP

Witness Signature

Terri L. Martin
Printed Name

By: _____

David A. Shontz, Esquire
Legal Counsel to the Central Florida
Expressway Authority

Witness Signature

Mary Ellen Farmer
Printed Name

**LANDON, MOREE & ASSOCIATES,
INC.**

Witness Signature

Printed Name

By: _____

Leland E. Moree, III

Witness Signature

Printed Name

EXHIBIT A

Client's Representative

Shutts & Bowen LLP
David A. Shontz, Esquire
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

**Engineering Expert Witness
Consultant's Representative**

Landon, Moree & Associates, Inc.
Leland E. Moree, III
31622 US 19 North
Palm Harbor, Florida 34684

This **Exhibit A** includes the following which shall be attached hereto and made a part hereof:

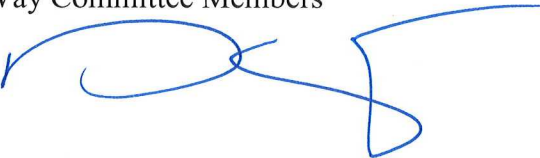
Engineer's Compensation Schedule including all Billable Rates. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

Principal Engineer \$200.00 per Hour

Tab F



MEMORANDUM

TO: Central Florida Expressway Authority Right-of-Way Committee Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel 
DATE: October 12, 2017
RE: Second Agreement for Appraisal Review Services by Consortium Appraisal, Inc. for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee for a Second Agreement for Appraisal Review Services by Consortium Appraisal, Inc. ("Consortium") to perform appraisal review services for the Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206. A copy of the proposed Second Agreement for Appraisal Review Services which includes the Schedule of Rates as Exhibit A is attached for your review.

BACKGROUND/DESCRIPTION

On May 9, 2013, Consortium entered into an agreement to provide pre-litigation and litigation appraisal review services for the Wekiva Parkway Project ("the Agreement"). Two addenda to the original contract price were provided to increase the upset limit of the original agreement. The original agreement has reached the end of its term of agreement, and the attached Second Agreement for Appraisal Review Services will allow Consortium to continue its work without interruption and provide for additional funding of Seventy-Five Thousand and NO/100 Dollars (\$75,000.00) to continue that work. The balance on the current agreement is approximately \$39,000. As expert costs are deducted from Shutts & Bowen LLP's previously approved contract amount, this will not require any increase in said contract amount.

Consortium Appraisal, Inc. has acted in the role of sole review appraiser for the entire Wekiva Parkway Project. Additionally, Consortium Appraisal has provided pre-litigation and litigation support services. The new agreement is necessary to allow Consortium to continue to provide appraisal review services, rebuttal expert witness services, and litigation and trial support services, including testifying at trial for the Wekiva Parkway Project for approximately three (3) parcels. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

REQUESTED ACTION

It is respectfully requested that the Right-of-Way Committee recommend to the Central Florida Expressway Board the terms of the Second Agreement for Appraisal Review Services and authorize execution of the Second Agreement. Second Agreement Value: \$75,000.00.

ATTACHMENT

Second Agreement for Appraisal Review Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

ORLDOCS 15548627 2

**SECOND AGREEMENT FOR APPRAISAL REVIEW SERVICES FOR WEKIVA
PARKWAY PROJECTS 429-203, 429-204, 429-205 AND 429-206**

THIS AGREEMENT is effective this ___ day of _____, 2017, by and between Shutts & Bowen LLP (“Client”), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Consortium Appraisal, Inc. (“Appraiser”), whose business address is 180 South Knowles Avenue, Suite 3, Winter Park, Florida 32790.

WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

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

WHEREAS, the Central Florida Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Agreement;

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

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Pre-Condemnation Consultation Services

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

1.2 Appraisal Review Services

The Appraiser agrees to perform an appraisal review for each parcel of property that is appraised by an independent real estate appraiser for the Central Florida Expressway Authority for various Parcels located within the Wekiva Parkway Projects 429-203, 429-204, 429-205, and 429-206. The reviewer’s opinion about quality must encompass the completeness, adequacy, relevance, appropriateness, and reasonableness of the work under review, developed in the context of the requirements applicable to that work. The appraisal review should be prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The Client will submit to the Appraiser the draft appraisal prepared by the independent appraiser. The Appraiser will commence the review process within two business days from receipt of the draft appraisal. The Appraiser will continue the review process diligently coordinating efforts between the independent appraiser, the Appraiser and all sub-consultants relied upon by the independent appraiser.

Payment for such appraisal review services shall be made in accordance with the compensation schedule set forth in **Exhibit A**.

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

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

The Appraiser agrees to perform appraisal services for each parcel of property that is described in an Addendum to this Agreement. Each Addendum shall set forth the Appraiser of Record, the street address (or other description) of the property to be appraised, and the Due Date for each appraisal report(s). It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Appraiser of Record leaves the Appraiser's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a different individual as the Appraiser of Record. If the Agreement is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser of Record shall personally appraise each parcel identified in the Addendum and prepare and deliver electronically color copies of the appraisal report(s) to David A. Shontz, Esq. at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

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

Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

1.3 Litigation Support Services

If requested by the Client, the Appraiser shall provide research and litigation support services, rebuttal expert witness services, and trial support services to the Client. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as **Exhibit A**.

1.4 Sub-consultants

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

The Client shall have no liability or obligation to the sub-consultants hereunder. The Central Florida Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the sub-consultants, to pay a specific amount directly to a sub-consultant. In such event, the Appraiser agrees any such payments shall be treated as a direct payment to the Appraiser's account. Sub-consultant fees shall be invoiced at cost with no additional markup applied by the Appraiser.

1.5 Appraiser's Standards of Performance

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

1.6 Appraiser's Obligation to Correct Errors or Omissions

The Appraiser shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs,

specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Appraiser.

1.7 Non-Exclusive Rights

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

1.8 Appraiser's Compliance with Laws and Regulations

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

1.9 Appraiser is not Client's Agent

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

1.10 Reduced Scope of Services

The Client shall have the right, by written notice to the Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser will be paid in accordance with the compensation schedule set forth in the attached **Exhibit A** for any time spent in connection with the reduced services. The Appraiser shall not be entitled to any anticipated profit as a result of the reduced scope of services.

ARTICLE 2- TIME

2.1 The date for commencement of services is the effective date of this Agreement.

2.2 If, at any time prior to completion of the services, the Appraiser determines that the services are not progressing sufficiently, the Appraiser shall immediately notify the Client's Representative in writing and shall provide a description of the cause of the delay, and the recommended action.

ARTICLE 3 – PAYMENT

3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Appraiser by the Client only after payment by the Central Florida Expressway Authority is received by the Client. Payment for services rendered by any sub-consultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any sub-consultant retained by the Appraiser. The Appraiser acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Central Florida Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Appraiser's services on behalf of the Central Florida Expressway Authority and, although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

3.2 Compensation for Services

It is expressly agreed and understood that the Appraiser shall be paid for all services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

3.3 Invoices

The Appraiser shall submit detailed invoices to the Client for all services rendered. The Appraiser represents and warrants that all billable hours and rates furnished by the Appraiser to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Central Florida Expressway Authority for payment to the Client and then Client shall forward the payment to the Appraiser as provided herein.

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

3.6 Right to Withhold Payment

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

3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Seventy-Five Thousand Dollars (\$75,000.00), without an Addendum to this Agreement that shall be approved by the Central Florida Expressway Authority. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the Seventy-Five Thousand Dollars (\$75,000.00) upset limit so that Client may timely present the necessary Addendum to the Central Florida Expressway Authority.

ARTICLE 4 – INTENTIONALLY LEFT BLANK

ARTICLE 5 – RECORDS

5.1 Maintenance of Records

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

5.2 Records Availability and Audit

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

ARTICLE 6 – TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall continue for a period of two (2) years. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

6.2 Termination

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

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

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Appraiser shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Appraiser or received from the Client, concerning the services rendered by the Appraiser or any sub-consultant pursuant to this Agreement.

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

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

8.2 Change of Address

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

8.3 Jurisdiction

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

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

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

8.6 Member Protection

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

8.7 Conflict of Interest

Except with the Client's knowledge and consent, the Appraiser and Sub-consultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client.

8.8 Entire Agreement

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

8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement.

8.10 No Third-Party Beneficiaries

No person, except for the Central Florida Expressway Authority, shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party, other than the Central Florida Expressway Authority, is intended or implied by the execution of this Agreement. It is agreed and understood between the parties the services rendered hereunder shall be for the benefit of the Central Florida Expressway Authority and the Central Florida Expressway Authority is entitled to rely upon the appraisal report(s) prepared hereunder.

8.11 Appraiser Contractual Authorization

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

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

SHUTTS & BOWEN LLP

Attest:

Witness Signature

Terri L. Martin
Printed Name

Witness Signature

Mary Ellen Farmer
Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

By: _____
David A. Shontz, Esq.
Legal Counsel to the Central Florida
Expressway Authority

CONSORTIUM APPRAISAL, INC.

By: _____
Harry W. Collison, Jr., Vice President

EXHIBIT A

Client's Representative

David A. Shontz, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

Appraiser's Representative

Harry W. Collison, Jr., Vice President
Consortium Appraisal, Inc.
180 South Knowles Avenue, Suite 3
Winter Park, Florida 32790

This **Exhibit A** includes the following which shall be made a part hereof:

Appraiser's Compensation Schedule including all Billable Rates is as follows. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)


Senior Partner	\$250/hr.
Senior Appraiser	\$175/hr.
Researchers	\$100/hr.

Tab G



MEMORANDUM

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

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

DATE: October 12, 2017

RE: Addendum to Second Agreement for Appraisal Services by Durrance & Associates, P.A., for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee for an Addendum to the Second Agreement for Appraisal Services by Durrance & Associates, P.A. (“Durrance”) to perform appraisal services for the Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206. A copy of the proposed Addendum to the Second Agreement for Appraisal Services is attached for your review.

BACKGROUND/DESCRIPTION

On October 8, 2015, Durrance entered into a second agreement to provide pre-litigation and litigation appraisal services for the Wekiva Parkway Project (“the Agreement”) to replace the original agreement the term of which had expired. The Agreement provided funding in the amount of Two Hundred Thousand and NO/100 Dollars (\$200,000.00) to continue Durrance’s work on fifteen (15) parcels in the various segments of the Wekiva Parkway project. The Agreement is reaching its upset limit of Two Hundred Thousand and NO/100 Dollars (\$200,000.00). The attached Addendum to the Second Agreement for Appraisal Services will allow Durrance to continue its work without interruption and provide for additional funding of One Hundred Thousand and NO/100 Dollars (\$100,000.00) to continue that work. The balance on the current agreement is approximately \$12,000. As expert costs are deducted from Shutts & Bowen LLP’s previously approved contract amount, this will not require any increase in said contract amount.

Durrance & Associates, P.A., has provided pre-litigation and litigation support services. The final parcels assigned to Durrance are now proceeding to trial. The addendum is necessary to allow Durrance to continue to provide appraisal services and litigation and trial support services, including testifying at trial for the Wekiva Parkway Project for two (2) parcels. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

REQUESTED ACTION

It is respectfully requested that the Right-of-Way Committee recommend to the Central Florida Expressway Board the terms of the Addendum to the Second Agreement for Appraisal Services and authorize execution of the Addendum. Addendum Value: \$100,000.00.

ATTACHMENT

Addendum to the Second Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

ORLDOCS 15548735 2

**ADDENDUM TO SECOND AGREEMENT FOR APPRAISAL SERVICES FOR
WEKIVA PARKWAY PROJECT NUMBERS 429-203, 429-204, 429-205, AND 429-206**

THIS AGREEMENT is effective this _____ day of _____, 2017, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Durrance & Associates, P.A. ("Appraiser"), whose business address is 300 South Hyde Park Avenue, Suite 201, Tampa, Florida 33606.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal services dated October 8, 2015; and

WHEREAS, pursuant to the terms set forth in the Second Agreement for Appraisal Services dated October 8, 2015, payments made to the Appraiser shall not exceed an upset limit of One Hundred Thousand Dollars (\$100,000.00) without an addendum; and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the One Hundred Thousand Dollar (\$100,000.00) upset limit; and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 - Upset Limit is increased by One Hundred Thousand Dollars (\$100,000.00)

All payments made pursuant to this Addendum to the Second Agreement for Appraisal Services dated October 8, 2015, shall not exceed a total of One Hundred Thousand Dollars (\$100,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the One Hundred Thousand Dollar (\$100,000.00) upset limit.

[The remainder of this page left blank intentionally]

ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Second Agreement for Appraisal Services dated October 8, 2015.

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

Attest:

SHUTTS & BOWEN LLP

Witness Signature

By: _____

David A. Shontz, Esquire
Legal Counsel to the Central Florida
Expressway Authority

Terri L. Martin

Printed Name

Witness Signature

Mary Ellen Farmer

Printed Name

DURRANCE & ASSOCIATES, P.A.

Witness Signature

By: _____

Chad G. Durrance, President

Printed Name

Witness Signature

Printed Name


Tab H



M E M O R A N D U M

TO: Central Florida Expressway Authority, CLIENT-MATTER NO.: 19125.0120
Right-of-Way Committee Members

CC: Linda Brehmer Lanosa, Esq., Deputy General Counsel
David Shontz, Esq.

FROM: Suzanne M. Driscoll, Esq., Right-of-Way Counsel 

DATE: September 25, 2017

RE: **State Road 429 Wekiva Parkway, Project 429-203.**
*CFX v. Robert Strier and Adis Strier, Charles M. Chapman, Kim Chapman and
Chapman's Orchids, Inc., et al.*

Case No.: 2014-CA-003641-0; Parcel 219

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee to the CFX Board of a negotiated settlement between Respondents, Charles M. Chapman, Kim Chapman and Chapman's Orchids, Inc. ("Respondents") and the Central Florida Expressway Authority ("CFX") for all their outstanding expert fees, expert costs and litigation expenses.

DESCRIPTION AND BACKGROUND

Following a seven day jury trial and entry of the Final Judgment, Respondents, filed their Motion to Tax Fees and Costs ("Motion to Tax"). Respondents later filed their Affidavit of Cost Incurred ("Affidavit"), which included Respondents' invoices and detailed statements of service supporting their Motion. CFX has reviewed Respondents' attorneys' costs and litigation expenses as well as the respective invoices and detailed statements of each of Respondents' expert witnesses. Respondents' Cost Summary identifying the vendor, description of the service and the amount invoiced is attached as **Exhibit "A"** to this Memorandum. The Summary includes 5 different vendor types as follows: (1) Experts, (2) Court Reporters, (3) Process Servers, (4) Exhibit Preparation and Research, and (5) Miscellaneous Expenses totaling \$206,113.83.

Following negotiations, the parties were able to reach resolution on all of the Respondents' expert fees and costs, and litigation expenses subject to final approval by the CFX Right of Way Committee and Board. A copy of the Settlement Agreement is attached as **Exhibit "B"** to this Memorandum.

OUTSTANDING EXPERT FEES, COSTS AND LITIGATION EXPENSES

While the Settlement Agreement was negotiated as an all-inclusive settlement, the following analysis serves as the basis for the recommended settlement amount of \$192,300.00.

I. Experts. Respondents submitted a respective invoice and billing statement for Cantrell Real Estate, Inc. (\$112,755.25), Carter Environmental Services (\$1,236.14), FF&E Valuation Service (\$6,100.00), Mesimer and Associates, Inc. (\$16,367.73) and P&M Consulting Group (\$22,621.72).

It is reasonable that CFX pay Respondents' appraisal costs in the total sum of \$108,981.50 which represents a deduction of \$3,773.75 for unsupported costs contained in the Cantrell Real Estate, Inc. invoice. This is recommended primarily because Respondents' appraisal costs are less than CFX's which totaled approximately \$170,000.00.

It is reasonable that CFX pay Respondents' environmental consultant cost in the total sum of \$1,197.50 which represents a deduction of \$38.64 for nontaxable mileage contained in the Carter Environmental Services invoice. This is recommended primarily because Respondents' expert billed only a nominal amount of time (10.5 hours), 3 of which were for giving a deposition to CFX's legal counsel.

It is reasonable that CFX pay Respondents' fixture appraisal costs in the total sum of \$5,185.00. This represents a 15% reduction in the amount invoiced by FF&E Valuation Service for improperly billed travel time. This is recommended primarily because Respondents' fixture appraisal cost is less than CFX's which totaled more than \$8,000.00.

It is reasonable that CFX pay Respondents' engineering costs in the total sum of \$15,730.00 which represents a deduction of \$637.73 for unsupported costs contained in the Mesimer and Associates, Inc. invoice. This is recommended primarily because Respondents' engineering cost is less than CFX's which totaled more than \$47,000.00.

It is reasonable that CFX pay Respondents' land planning costs in the total sum of \$20,600.00 which represents a deduction of \$2,021.72 for unsupported costs and travel time contained in the P&M Consulting Group invoices. This is recommended primarily because Respondents' land planning cost is less than CFX's which totaled more than \$31,000.00.

II. Court Reporters. Upon the undersigned's review, it is recommended that CFX pay Respondents' reasonable court reporter fees in full which total \$13,391.49.

III. Process Server. Upon the undersigned's review, it is recommended that CFX pay Respondents' reasonable process server fees in full which total 1,887.00.

- IV. Exhibit Preparation/Research.** Upon the undersigned's review, it is recommended that CFX pay Respondents' reasonable cost of exhibit preparation/research fees in the amount of \$25,327.51 which represents approximately 90% of the total amount invoiced (\$30,589.53) less \$2,461.54 erroneously billed to this parcel by Respondents.
- V. Miscellaneous.** Respondents' miscellaneous invoices include conference call expenses (\$20.28), hotel, meals, gasoline and parking invoices for Respondent's lead counsel Andrew Brigham (\$813.78), and travel expenses for Ken Fleming (\$330.91), an employee of Respondent's law firm. It is recommended that CFX not pay these miscellaneous expenses totaling \$1,164.97 based upon reliance on the *Uniform Guidelines for Taxation of Costs in Civil Actions*, which provides that travel expenses of attorneys not be taxed as costs.

RECOMMENDATION

Based upon the foregoing and our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, and prior settlements, I recommend approval of a total settlement for all Respondents' experts' fees and costs and litigation expenses in the sum of \$192,300.00. This settlement eliminates the additional attorneys' fees that CFX would be obligated to pay if this matter were to proceed to a cost hearing. Accordingly, we respectfully request that the Right of Way Committee recommend to the CFX Board approval of the settlement of all outstanding expert fees and costs and litigation expenses for the referenced matter in the amount of \$192,300.00.

ATTACHMENTS

Exhibit "A" - Respondents' Cost Summary

Exhibit "B" - Settlement Agreement as to Expert Fees/Costs and Litigation Expenses

ORLDOCS 15579961 1 19125.0120

EXHIBIT "A"



STYLE: CHAPMAN, CHARLES R. AND KIM A.
INTERNAL FILE #175.00
COSTS INCURRED AS OF: **June 15, 2017**

EXPERTS:

CANTRELL REAL ESTATE, INC		
A) 05/24/17, CRE 4285, PROFESSIONAL SERVICES	\$112,755.25	
CARTER ENVIRONMENTAL SERVICES		
A) 08/05/15, INVOICE 2013	\$1,236.14	
F F & E VALUATION SERVICE		
A) INV 2017-11, PROFESSIONAL SERVICES	\$6,100.00	
MESIMER AND ASSOCIATES, INC.		
A) 05/25/17, INV 14111.009, PROFESSIONAL SERVICES	\$16,367.73	
P&M CONSULTING GROUP		
A) 11/11/15, INV 302, PROFESSIONAL SERVICES	\$10,652.80	
B) 05/26/17, INV 488, PROFESSIONAL SERVICES	\$11,968.92	
		<hr/>
EXPERTS SUBTOTAL		\$159,080.84

COURT REPORTERS:

ORANGE LEGAL		
A) INV 153288; MESIMER DEPO	\$221.60	
B) INV 201835; ATKINSON & CHAPMAN DEPO	\$445.75	
C) INV 206521; CHAPMAN JR. DEPO	\$213.35	
D) INV 207676; 07/20/15 HRG	\$54.25	
E) INV 210613; KELLY DEPO	\$160.55	
F) INV 204701; CANTRELL DEPO	\$355.30	
G) INV 266315; 03/22/16 HRG	\$87.20	
H) INV 409491; 04/11/17 HRG	\$502.75	
I) INV 404407; ANDREA DEPO	\$158.24	
J) INV 434425; TRIAL EXCERPTS	\$155.70	
K) INV 442940; TRIAL EXCERPTS	\$1,410.84	
L) INV 333634; CANTRELL DEPO	\$246.75	
M) INV 333628; MCELVEEN DEPO	\$934.75	
N) INV 442935; TRIAL EXCERPTS	\$1,785.28	
O) INV 219446; 09/24/15 HRG	\$930.53	
		<hr/>
		\$7,662.84

U.S. LEGAL		
A) INV 1124287; PRESSIMONE & SEIDEL DEPC	\$357.00	
B) INV 1216940; WOODALL DEPO	\$110.00	
C) INV 1220060; CARPENTER & HARDGROVE I	\$1,684.80	
D) INV 1222315; NEWTON & SPEER DEPO	\$770.50	
E) INV 1221783; ESTINVAL/POINDEXTER/BYDE	\$809.25	
F) INV 1221594; PRESSIMONE/BENDER DEPO	\$629.40	
G) INV 1226123; LADUE DEPO	\$304.00	
H) INV 1225804; 06/30/15 HRG	\$200.00	
I) INV 1252498; PECK DEPO	\$653.90	
J) INV 1263750; 11/19/15 HRG ATTD	\$105.00	
K) INV 1269057; 11/19/15 HRG TRANS	\$104.80	
		<hr/>
		\$5,728.65

COURT REPORTERS SUBTOTAL \$13,391.49

PROCESS SERVERS:

ATTORNEYS LEGAL SERVICES, INC.		
A) INV ALS-2015004125; HARDGROVE	\$70.00	
B) INV ALS-2015004126; WOODALL	\$70.00	
C) INV ALS-2015004123; CARPENTER	\$70.00	



STYLE: CHAPMAN, CHARLES R. AND KIM A.
INTERNAL FILE #175.00

COSTS INCURRED AS OF: **June 15, 2017**

D) INV ALS-2015004124; SPEER	\$70.00
E) INV ALS-2015004474; BENDER	\$35.00
F) INV ALS-2015004475; NEWTON	\$35.00
G) INV ALS-2015004473; ESTINVAL	\$35.00
H) INV ALS-201500471; REDDICK	\$35.00
I) INV ALS-2015004472; POINDEXTER	\$35.00
J) INV ALS-2015004478; BEAR	\$35.00
K) INV ALS-2015004476; PRESSIMONE	\$35.00
L) INV ALS-2015004477; MAZZILLO	\$35.00
M) INV ALS-2015004479; SPEER	\$35.00
N) INV ALS-2015004480; WARE	\$55.00
O) INV ALS-2015004481; BYRD	\$55.00
P) INV ALS-2015005690; NEWTON	\$35.00
Q) INV ALS-2015005689; POINDEXTER	\$35.00
R) INV ALS-2015005687; BENDER	\$35.00
S) INV ALS-2015005688; REDDICK	\$35.00
T) INV ALS-2015005685; HARDGROVE	\$35.00
U) INV ALS-2015005686; ESTINVAL	\$35.00
V) INV ALS-2015005682; PRESSIMONE	\$35.00
W) INV ALS-2015005684; SPEER	\$35.00
X) INV ALS-2015005683; CARPENTER	\$35.00
Y) INV ALS-2017002154; POINDEXTER	\$70.00
Z) INV ALS-2017002160; PRESSIMONE	\$35.00
AA) INV ALS-2017002161; SPEER	\$35.00
AB) INV ALS-2017002162; BYRD	\$55.00
AC) INV ALS-2017002158; HARDGROVE	\$35.00
AD) INV ALS-2017002159; NEWTON	\$35.00
AE) INV ALS-2017002155; REDDICK	\$35.00
AF) INV ALS-2017002156; ESTINVAL	\$35.00
AG) INV ALS-2015006129; KEST	\$70.00
AH) INV ALS-2015005691; BYRD	\$55.00
AI) INV ALS-2015006811; HORNE (PRORATED)	\$23.33
AJ) INV ALS-2015006812; RUBLE (PRORATED)	\$23.33
AK) INV ALS-2015006813; PECK (PRORATED)	\$23.34
	<hr/>
	\$1,550.00

BOLTER & CARR INVESTIGATIONS, INC.

A) INV 218815; LADUE	\$50.00
B) INV 220403; LADUE	\$50.00
C) INV 240507; MCELVEEN	\$37.00
D) INV 240766; LADUE	\$50.00

CAPLAN, CAPLAN, & CAPLAN

A) INV CPN-2015020493; GERSON	\$50.00
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SPECIAL SERVICES OF JACKSONVILLE, INC.

A) INV 2017003045; REDDICK	\$50.00
B) INV 2017003044; BYRD	\$50.00

PROCESS SERVERS SUBTOTAL:

 \$1,887.00

EXHIBIT PREPARATION & RESEARCH:

COPY RIGHT BGMD, INC.

A) INV 34316; BLOW-UPS/MOUNT	\$2,268.94
B) INV 34329; BLOW-UPS/MOUNT	\$192.60
C) INV 38611; BLOW-UPS/MOUNT	\$20,023.98
D) INV 39327; BLOW-UPS/MOUNT	\$308.16
	<hr/>
	\$22,793.68

FEDEX/KINKO'S



STYLE: CHAPMAN, CHARLES R. AND KIM A.
INTERNAL FILE #175.00

COSTS INCURRED AS OF: **June 15, 2017**

A) 03/09/17; PRINTING	\$14.78	
B) 05/18/17; PRINTING	\$153.10	
C) 05/18/17; PRINTING	\$192.66	
D) 05/22/17; PRINTING	\$363.37	
E) 05/23/17; PRINTING	\$20.26	
		\$744.17

ORLANDO CLERK OF COURT		
A) 05/08/17; CERTIFIED COPIES		\$166.99

PICTERA SOLUTIONS		
A) INV 143806; DEPO EXH	\$833.19	
B) INV 143774; BLOW-UPS	\$1,551.50	
		\$2,384.69

THE TERRA ALTA GROUP, LLC		
A) INV 1079; MAPPING		\$4,500.00
		\$4,500.00

EXHIBIT PREPARATION & RESEARCH SUBTOTAL: \$30,589.53

COURIER EXPENSES:

NONE ON FILE		
		\$0.00
COURIER EXPENSES SUBTOTAL:		\$0.00

MISCELLANEOUS EXPENSES:

INTELLIGENT VOICE SOLUTIONS, LLC		
A) 04/09/15 CONF CALL		\$12.12
B) 08/25/15 CONF CALL		\$8.16

REIMBURSEMENTS; BRIGHAM, ANDREW		
A) 08/20/14, LUNCH; MEETING WITH CLIENT	\$28.31	
B) 09/12/14, LUNCH; MEETING WITH SHONTZ	\$55.66	
C) 06/08/15; EXPERT DEPOS	\$147.37	
D) 06/24/15; DEPOS	\$264.17	
E) 06/30/15; HEARING	\$75.59	
F) 07/06/15; DEPOS	\$88.03	
G) 07/20/15; MEDIATION	\$154.65	
		\$813.78

REIMBURSEMENTS: FLEMING, KEN		
A) 02/24/14, MILEAGE/LUNCH: INITIAL OFFER	\$54.87	
B) 07/11/12, MILEAGE: PROPERTY VISITS	\$15.82	
C) 07/20/15; MILEAGE/LUNCH: PHOTO COMPS	\$260.22	
		\$330.91

MISCELLANEOUS EXPENSES SUBTOTAL \$1,164.97

TOTAL COSTS INCURRED: \$206,113.83

EXHIBIT “B”

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

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

Petitioner,

CASE NO.: 2014-CA-003641-O

v.

Parcel 219

ROBERT STRIER and ADIS STRIER, et al.,

Subdivision 39

Respondents.

**SETTLEMENT AGREEMENT AS TO EXPERT FEES/COSTS
AND LITIGATION EXPENSES**

Through informal discussion between counsel for the CENTRAL FLORIDA EXPRESSWAY AUTHORITY and Respondents, CHARLES R. CHAPMAN and KIM CHAPMAN, CHAPMANS ORCHIDS, INC. ("Respondents"), the parties reached the following Settlement Agreement as to expert fees/costs and litigation expenses for Parcel 219.

1. For reference purposes, the above-listed Respondents submitted the following invoices:

- a. CANTRELL REAL ESTATE, INC. in the sum of \$112,755.25;
- b. CARTER ENVIRONMENTAL SERVICES in the sum of \$1,236.14;
- c. FF&E EVALUATION SERVICE in the sum of \$6,100.00;
- d. MESIMER AND ASSOCIATES, INC. in the sum of \$16,367.73;
- e. P&M CONSULTING GROUP in the sum of \$22,621.72;
- f. COURT REPORTERS in the sum of \$13,391.49;
- g. PROCESS SERVERS in the sum of \$1,887.00;
- h. EXHIBIT PREPARATION in the sum of \$30,589.53;
- i. ATTORNEY EXPENSES/REIMBURSEMENTS in the sum of \$1,164.97.

2. Petitioner will pay to the Trust Account of Respondents' attorney the sum of ONE HUNDRED NINETY TWO THOUSAND THREE HUNDRED AND 00/100 Dollars (\$192,300.00) in full settlement and satisfaction of all expert witness fees, expert witness costs and

litigation expenses incurred by Respondents for Parcel 219.

3. This Settlement Agreement will be placed on the agenda for the October 25, 2017 Central Florida Expressway Authority Right of Way Committee Meeting and, if approval is recommended, on the agenda for the Central Florida Expressway Authority Board Meeting on November 9, 2017. This Settlement Agreement 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 Awarding Expert Fees and Litigation Expenses containing the terms and conditions of this Settlement Agreement within ten (10) days from the date of approval of this Settlement Agreement by the CFX Board. The Order Awarding Fees and Litigation Expenses will include a term and condition requiring Petitioner to pay Respondent the awarded sum within twenty (20) days receipt of the Court's order.

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. This Settlement Agreement, if approved by the CFX Board, resolves all expert fees, expert costs and litigation expenses incurred by Respondents for Parcel 219. Respondent shall make no further claims for expert fees, expert costs or litigation expenses in connection with Parcel 219. Furthermore, if approved by the CFX Board, Respondent shall make no claims for supplemental attorney's fees or costs. If the CFX Board does not approve this Settlement Agreement, then the entirety of this Settlement Agreement is null and void, leaving the matter to be ultimately determined by the Court.

7. This Settlement Agreement, executed by counsel for the parties on this 25th day of September, 2017, contains all the agreements of the parties.



Suzanne M. Driscoll, Esq.
Attorney for Petitioner
Central Florida Expressway Authority



Andrew P. Brigham, Esq.
Counsel for Respondents
Charles R. Chapman, Kim Chapman and
Chapman's Orchids, Inc.



STYLE: CHAPMAN, CHARLES R. AND KIM A.
INTERNAL FILE #175.00
COSTS INCURRED AS OF: **June 15, 2017**

EXPERTS:

CANTRELL REAL ESTATE, INC		
A) 05/24/17, CRE 4285, PROFESSIONAL SERVICES	\$112,755.25	
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A) 08/05/15, INVOICE 2013	\$1,236.14	
F F & E VALUATION SERVICE		
A) INV 2017-11, PROFESSIONAL SERVICES	\$6,100.00	
MESIMER AND ASSOCIATES, INC.		
A) 05/25/17, INV 14111.009, PROFESSIONAL SERVICES	\$16,367.73	
P&M CONSULTING GROUP		
A) 11/11/15, INV 302, PROFESSIONAL SERVICES	\$10,652.80	
B) 05/26/17, INV 488, PROFESSIONAL SERVICES	\$11,968.92	

EXPERTS SUBTOTAL		\$159,080.84

COURT REPORTERS:

ORANGE LEGAL		
A) INV 153288; MESIMER DEPO	\$221.60	
B) INV 201835; ATKINSON & CHAPMAN DEPO	\$445.75	
C) INV 206521; CHAPMAN JR. DEPO	\$213.35	
D) INV 207676; 07/20/15 HRG	\$54.25	
E) INV 210613; KELLY DEPO	\$160.55	
F) INV 204701; CANTRELL DEPO	\$355.30	
G) INV 266315; 03/22/16 HRG	\$87.20	
H) INV 409491; 04/11/17 HRG	\$502.75	
I) INV 404407; ANDREA DEPO	\$158.24	
J) INV 434425; TRIAL EXCERPTS	\$155.70	
K) INV 442940; TRIAL EXCERPTS	\$1,410.84	
L) INV 333634; CANTRELL DEPO	\$246.75	
M) INV 333628; MCELVEEN DEPO	\$934.75	
N) INV 442935; TRIAL EXCERPTS	\$1,785.28	
O) INV 219446; 09/24/15 HRG	\$930.53	

		\$7,662.84

U.S. LEGAL		
A) INV 1124287; PRESSIMONE & SEIDEL DEPC	\$357.00	
B) INV 1216940; WOODALL DEPO	\$110.00	
C) INV 1220060; CARPENTER & HARDGROVE I	\$1,684.80	
D) INV 1222315; NEWTON & SPEER DEPO	\$770.50	
E) INV 1221783; ESTINVAL/POINDEXTER/BYDE	\$809.25	
F) INV 1221594; PRESSIMONE/BENDER DEPO	\$629.40	
G) INV 1226123; LADUE DEPO	\$304.00	
H) INV 1225804; 06/30/15 HRG	\$200.00	
I) INV 1252498; PECK DEPO	\$653.90	
J) INV 1263750; 11/19/15 HRG ATTD	\$105.00	
K) INV 1269057; 11/19/15 HRG TRANS	\$104.80	

		\$5,728.65

COURT REPORTERS SUBTOTAL \$13,391.49

PROCESS SERVERS:

ATTORNEYS LEGAL SERVICES, INC.		
A) INV ALS-2015004125; HARDGROVE	\$70.00	
B) INV ALS-2015004126; WOODALL	\$70.00	
C) INV ALS-2015004123; CARPENTER	\$70.00	



STYLE: CHAPMAN, CHARLES R. AND KIM A.
 INTERNAL FILE #175.00

COSTS INCURRED AS OF: **June 15, 2017**

D) INV ALS-2015004124; SPEER	\$70.00
E) INV ALS-2015004474; BENDER	\$35.00
F) INV ALS-2015004475; NEWTON	\$35.00
G) INV ALS-2015004473; ESTINVAL	\$35.00
H) INV ALS-201500471; REDDICK	\$35.00
I) INV ALS-2015004472; POINDEXTER	\$35.00
J) INV ALS-2015004478; BEAR	\$35.00
K) INV ALS-2015004476; PRESSIMONE	\$35.00
L) INV ALS-2015004477; MAZZILLO	\$35.00
M) INV ALS-2015004479; SPEER	\$35.00
N) INV ALS-2015004480; WARE	\$55.00
O) INV ALS-2015004481; BYRD	\$55.00
P) INV ALS-2015005690; NEWTON	\$35.00
Q) INV ALS-2015005689; POINDEXTER	\$35.00
R) INV ALS-2015005687; BENDER	\$35.00
S) INV ALS-2015005688; REDDICK	\$35.00
T) INV ALS-2015005685; HARDGROVE	\$35.00
U) INV ALS-2015005686; ESTINVAL	\$35.00
V) INV ALS-2015005682; PRESSIMONE	\$35.00
W) INV ALS-2015005684; SPEER	\$35.00
X) INV ALS-2015005683; CARPENTER	\$35.00
Y) INV ALS-2017002154; POINDEXTER	\$70.00
Z) INV ALS-2017002160; PRESSIMONE	\$35.00
AA) INV ALS-2017002161; SPEER	\$35.00
AB) INV ALS-2017002162; BYRD	\$55.00
AC) INV ALS-2017002158; HARDGROVE	\$35.00
AD) INV ALS-2017002159; NEWTON	\$35.00
AE) INV ALS-2017002155; REDDICK	\$35.00
AF) INV ALS-2017002156; ESTINVAL	\$35.00
AG) INV ALS-2015006129; KEST	\$70.00
AH) INV ALS-2015005691; BYRD	\$55.00
AI) INV ALS-2015006811; HORNE (PRORATED)	\$23.33
AJ) INV ALS-2015006812; RUBLE (PRORATED)	\$23.33
AK) INV ALS-2015006813; PECK (PRORATED)	\$23.34

	\$1,550.00

BOLTER & CARR INVESTIGATIONS, INC.	
A) INV 218815; LADUE	\$50.00
B) INV 220403; LADUE	\$50.00
C) INV 240507; MCELVEEN	\$37.00
D) INV 240766; LADUE	\$50.00

CAPLAN, CAPLAN, & CAPLAN	
A) INV CPN-2015020493; GERSON	\$50.00

SPECIAL SERVICES OF JACKSONVILLE, INC.	
A) INV 2017003045; REDDICK	\$50.00
B) INV 2017003044; BYRD	\$50.00

PROCESS SERVERS SUBTOTAL: \$1,887.00

EXHIBIT PREPARATION & RESEARCH:

COPY RIGHT BGMD, INC.	
A) INV 34316; BLOW-UPS/MOUNT	\$2,268.94
B) INV 34329; BLOW-UPS/MOUNT	\$192.60
C) INV 38611; BLOW-UPS/MOUNT	\$20,023.98
D) INV 39327; BLOW-UPS/MOUNT	\$308.16

	\$22,793.68

FEDEX/KINKO'S



STYLE: CHAPMAN, CHARLES R. AND KIM A.
INTERNAL FILE #175.00

COSTS INCURRED AS OF: **June 15, 2017**

A) 03/09/17; PRINTING	\$14.78	
B) 05/18/17; PRINTING	\$153.10	
C) 05/18/17; PRINTING	\$192.66	
D) 05/22/17; PRINTING	\$363.37	
E) 05/23/17; PRINTING	\$20.26	
	-----	\$744.17
ORLANDO CLERK OF COURT		
A) 05/08/17; CERTIFIED COPIES		\$166.99
PICTERA SOLUTIONS		
A) INV 143806; DEPO EXH	\$833.19	
B) INV 143774; BLOW-UPS	\$1,551.50	
	-----	\$2,384.69
THE TERRA ALTA GROUP, LLC		
A) INV 1079; MAPPING		\$4,500.00

EXHIBIT PREPARATION & RESEARCH SUBTOTAL:		\$30,589.53
<u>COURIER EXPENSES:</u>		
NONE ON FILE		

COURIER EXPENSES SUBTOTAL:		\$0.00
<u>MISCELLANEOUS EXPENSES:</u>		
INTELLIGENT VOICE SOLUTIONS, LLC		
A) 04/09/15 CONF CALL		\$12.12
B) 08/25/15 CONF CALL		\$8.16
REIMBURSEMENTS; BRIGHAM, ANDREW		
A) 08/20/14, LUNCH; MEETING WITH CLIENT	\$28.31	
B) 09/12/14, LUNCH; MEETING WITH SHONTZ	\$55.66	
C) 06/08/15; EXPERT DEPOS	\$147.37	
D) 06/24/15; DEPOS	\$264.17	
E) 06/30/15; HEARING	\$75.59	
F) 07/06/15; DEPOS	\$88.03	
G) 07/20/15; MEDIATION	\$154.65	
	-----	\$813.78
REIMBURSEMENTS: FLEMING, KEN		
A) 02/24/14, MILEAGE/LUNCH: INITIAL OFFER	\$54.87	
B) 07/11/12, MILEAGE: PROPERTY VISITS	\$15.82	
C) 07/20/15; MILEAGE/LUNCH: PHOTO COMPS	\$260.22	
	-----	\$330.91
MISCELLANEOUS EXPENSES SUBTOTAL		\$1,164.97

TOTAL COSTS INCURRED:		\$206,113.83
		=====

CANTRELL REAL ESTATE, INC.

REAL ESTATE APPRAISALS, CONSULTING & ASSET MANAGEMENT



Heyward M. Cantrell, MAI
Matthew P. Ray, MAI

Sarah F. Pinkepank
Rikke L. Mihos

INVOICE

FEDERAL TAX I.D. #59-3201910

Mr. Charles R. Chapman, Sr.
c/o Mr. Andrews Brigham
Brigham Property Rights Law Firm, PLLC
Suite 3
2963 Dupont Avenue
Jacksonville, FL 32217

Re: Chapman's Orchids & Exotic Plants
3321 Kelly Park Road, Apopka, Florida
CRE No. 4285

Date: May 24, 2017

Time for Heyward M. Cantrell, MAI

04/17/2014	Inspection of market area and search for market data. Meeting with Mr. Chapman and other experts.	4.00 hrs.
04/22/2014	Inspect the subject property and surrounding market area. Meet with the property owner, Mr. Chapman	4.00 hrs.
06/17/2014	Meet with Andrew Brigham to discuss appraisal methodology.	1.00 hr.
10/06/2014	Reviewing and editing draft of the appraisals of the property.	1.50 hrs.
10/07/2014	Review and analysis of market data.	0.75 hr.
02/10/2015	Review of case status, and discussion of market value with A. Brigham.	1.50 hrs.
04/06/2015	Draft Scope of Work.	0.75 hr.
04/09/2015	Reviewing and editing appraisal of the Chapman property.	2.00 hrs.
04/13/2015	Reviewing and editing draft report of property.	2.00 hrs.
04/14/2015	Review and editing the appraisal of Mr. Chapman's property.	3.00 hrs.
04/17/2015	Review and edit report.	3.00 hrs.
04/28/2015	Drafting and editing a rebuttal report on the subject property.	4.00 hrs.
05/27/2015	Preparation for deposition.	2.00 hrs.
05/29/2015	Preparation for deposition.	2.00 hrs.
05/30/2015	Preparation for deposition.	2.00 hrs.
05/31/2015	Preparation for deposition.	2.00 hrs.
06/02/2015	Review of documents in preparation for deposition.	2.25 hrs.
06/03/2015	Meeting with Andrew Brigham in preparation for deposition.	2.50 hrs.
06/08/2015	Review documents in preparation for deposition.	5.00 hrs.
06/27/2015	Preparation for deposition.	5.00 hrs.

CONTINUED ON NEXT PAGE

Mr. Charles R. Chapman, Sr.
 c/o Mr. Andrews Brigham, Brigham Property Rights Law Firm, PLLC
 Re: Chapman's Orchids & Exotic Plants, 3321 Kelly Park Road, Apopka, Florida
 CRE No. 4285
 May 24, 2017
 Page 2

06/28/2015	Preparation for deposition.	5.00	hrs.
06/29/2015	Attendance at deposition by Mr. Calloway.	2.00	hrs.
08/05/2015	Reviewing the Motion in Liminee filed by the Orlando Expressway Authority and discussing with Andrew Brigham.	1.00	hr.
09/23/2015	Meeting with Andrew Brigham and preparation for deposition.	12.00	hrs.
09/24/2015	Prepared for and provided testimony at hearing.	11.00	hrs.
	TOTAL	<u>81.25</u>	hrs.
		x \$295.00	
		<u>\$23,968.75</u>	
10/03/2016	Reviewing documents and market data for updating appraisal.	2.50	hrs.
10/04/2016	Inspecting and gathering updated market data.	8.00	hrs.
10/05/2016	Reviewing documents and analyzing new market data for updated appraisal.	3.00	hrs.
10/17/2016	Preparing updated report.	4.00	hrs.
11/17/2016	Drafting rebuttal to McElveen report.	4.00	hrs.
11/19/2016	Drafting rebuttal to McElveen report.	2.00	hrs.
11/28/2016	Drafting rebuttal report.	4.00	hrs.
11/30/2016	Preparation for deposition.	2.00	hrs.
12/05/2016	Review and edit rebuttal report.	1.00	hrs.
12/12/2016	Preparing for deposition	4.00	hrs.
12/13/2016	Preparing for and attendance at deposition of Mr. Calloway.	8.00	hrs.
03/14/2017	Discussion and meeting with Andrew Brigham in preparation for trial testimony.	2.50	hrs.
04/05/2017	Beginning preparation for trial on the Chapman property.	1.00	hrs.
04/06/2017	Preparation for trial testimony.	2.00	hrs.
04/10/2017	Preparation for trial testimony.	2.00	hrs.
04/11/2017	Preparation for trial testimony.	2.00	hrs.
05/04/2017	Preparing for trial	4.00	hrs.
05/05/2017	Preparing for trial	4.00	hrs.
05/07/2017	Preparing for trial.	4.00	hrs.
05/10/2017	Preparing for trial.	2.00	hrs.
05/11/2017	Meeting with Charles Chapman and Andrew Brigham preparing for trial.	4.00	hrs.
05/13/2017	Preparing for trial.	4.00	hrs.
05/14/2017	Preparing for trial.	8.00	hrs.
05/16/2017	Preparing for trial and inspecting comparable properties of CFX appraiser.	4.00	hrs.
05/17/2017	Preparing for trial and reinspecting all of my comparable properties.	8.00	hrs.
05/18/2017	Preparing for trial and attendance in the courtroom for testimony.	10.00	hrs.
05/19/2017	Preparing for and attending trial for testimony.	11.00	hrs.

CONTINUED ON NEXT PAGE

Mr. Charles R. Chapman, Sr.
 c/o Mr. Andrews Brigham, Brigham Property Rights Law Firm, PLLC
 Re: Chapman's Orchids & Exotic Plants, 3321 Kelly Park Road, Apopka, Florida
 CRE No. 4285
 May 24, 2017
 Page 3

05/20/2017	Preparing for cross examination.	4.00	hrs.
05/21/2017	Preparing for cross-examination.	4.00	hrs.
05/22/2017	Preparing for and attending court for testimony.	5.00	hrs.
	TOTAL	<u>128.00</u>	hrs.
		x \$335.00	
		<u>\$42,880.00</u>	

Heyward M. Cantrell, MAI Total 04/17/14 – 09/24/15	\$23,968.75
Heyward M. Cantrell, MAI Total 10/03/16 – 05/22/17	\$42,880.00
TOTAL AMOUNT DUE HEYWARD M. CANTRELL, MAI	\$66,848.75

Time for Matthew P. Ray, MAI

02/14/2014	Meet with Andrew Brigham and property owner. Inspect subject property and market area.	5.00	hrs.
04/17/2014	Meet with Andrew Brigham, property owner, and other experts. Inspect subject property and market area.	4.00	hrs.
07/28/2015	Correspondence with T. Hutson. Researched land sales.	1.25	hrs.
07/29/2015	Provide A. Brigham with additional information requested.	1.25	hrs.
	TOTAL	<u>11.50</u>	hrs.
		x \$275.00	
	TOTAL AMOUNT DUE MATTHEW P. RAY, MAI	\$3,162.50	

Time for Sarah Pinkepank

04/15/2014	Researched demographics, new developments, and expected growth of market area.	2.25	hrs.
04/16/2014	Researched demographics, new developments, and expected growth of market area.	3.50	hrs.
04/17/2014	Inspected subject and surrounding area. Met with multiple sales agents of residential developments to discuss sale progress and potential for new development.	4.00	hrs.
04/18/2014	Researched demographics, new developments, and expected growth of market area.	1.50	hrs.
04/24/2014	Researched residential sales in Market Area	3.40	hrs.
04/25/2014	Researched residential sales in Market Area	3.25	hrs.
06/17/2014	Meeting with Andrew Brigham and HMC to discuss appraisal methodology.	1.00	hr.
09/16/2014	Continued research on sales in and near DRIs. Created DataComp write-ups for sales.	5.50	hrs.

CONTINUED ON NEXT PAGE

Mr. Charles R. Chapman, Sr.
 c/o Mr. Andrews Brigham, Brigham Property Rights Law Firm, PLLC
 Re: Chapman's Orchids & Exotic Plants, 3321 Kelly Park Road, Apopka, Florida
 CRE No. 4285
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09/17/2014	Organized and summarized analysis of sales at DRIs around Orlando. Researched construction on SR 429.	5.50	hrs.
09/19/2014	Researched comparable sales within DRIs around Orlando.	6.00	hrs.
09/22/2014	Began editing H. Cantrell's draft of the appraisal.	4.00	hrs.
09/23/2014	Continued editing H. Cantrell's draft of the appraisal.	4.00	hrs.
09/29/2014	Researched comparable sales.	2.00	hrs.
09/30/2014	Typed and edited H. Cantrell's scope of work and commercial development patterns.	6.50	hrs.
10/03/2014	Reviewed, edited, and completed initial draft of Scope of Work.	4.00	hrs.
10/06/2014	Made edits to Scope of Work and Commercial Development Patterns with H. Cantrell. Researched contact information to verify comparable sales.	6.75	hrs.
10/07/2014	Made edits to Commercial Development Patterns with H. Cantrell. Researched contacts to verify comparable sales.	4.00	hrs.
02/27/2015	Reviewed draft of report and updated as necessary. Edited Highest and Best Use for HMC to review.	3.00	hrs.
03/02/2015	Continued work on draft of report. Researched comparable sales.	2.50	hrs.
03/13/2015	Reviewed draft report. Updated and edited Market Area Data.	3.00	hrs.
03/23/2015	Reviewed commercial development analysis. Checked for new sales.	0.75	hr.
03/30/2015	Reviewed documents sent by Andrew Brigham.	1.75	hrs.
03/31/2015	Reviewed and edited draft.	2.00	hrs.
04/06/2015	Worked with HMC to edit report.	4.00	hrs.
04/07/2015	Made edits to report, researched Disney expansion.	3.50	hrs.
04/09/2015	Conference call with HMC and Andrew Brigham, continued draft of report: Land Acquisition for Conservation	5.25	hrs.
04/10/2015	Discussed report with HMC, updated market area data, studied plans for interchange development.	5.50	hrs.
04/13/2015	Discussed report and analysis of land sales with HMC. Continued draft of report.	5.50	hrs.
04/14/2015	Discussed edits to report with HMC, computed replacement cost estimate of improvements and depreciation.	6.25	hrs.
04/15/2015	Proof read and edited draft of report.	5.50	hrs.
04/16/2015	Reviewed Sue Murphy's report, researched land acquisitions, meeting with Andrew Brigham.	5.00	hrs.
04/17/2015	Reviewed and edited report with HMC, published report.	7.75	hrs.
04/20/2015	Meeting with Andrew Brigham and HMC to discuss report and rebuttal of Carpenter.	1.25	hrs.
04/20/2015	Assisted in preparation for deposition.	3.50	hrs.
04/22/2015	Assisted in preparation for deposition.	4.00	hrs.
04/23/2015	Assisted in preparation for deposition.	2.00	hrs.
04/23/2015	Researched market area data for updated information.	2.00	hrs.
04/27/2015	Discussed and drafted rebuttal of Carpenter Appraisal with HMC.	5.00	hrs.
04/28/2015	Discussed rebuttal letter of Carpenter Appraisal with HMC and edited letter.	3.00	hrs.

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Mr. Charles R. Chapman, Sr.
 c/o Mr. Andrews Brigham, Brigham Property Rights Law Firm, PLLC
 Re: Chapman's Orchids & Exotic Plants, 3321 Kelly Park Road, Apopka, Florida
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05/01/2015	Researched construction plans for I-4, researched Disney World expansion plans, researched John Young and SR 417 interchange development.	2.50	hrs.
05/04/2015	Researched transaction history of comparable sales used by Carpenter.	5.75	hrs.
05/05/2015	Researched circumstances of sale of Carpenter's comparable sales. Continued draft of rebuttal letter for HMC review: Selection of Comparable Sales, Contributory Value of Subject Improvements.	5.00	hrs.
05/06/2015	Researched circumstances of sale of Carpenter's comparable sales. Continued draft of rebuttal letter.	4.00	hrs.
05/07/2015	Reviewed and edited draft of Carpenter rebuttal letter with HMC.	3.50	hrs.
05/08/2015	Analyzed comparable sales used by Carpenter as paired to other similar sales in the immediate area.	2.50	hrs.
05/11/2015	Researched sale of Family Dollar. Contacted seller to confirm.	2.00	hrs.
05/12/2015	Reviewed report prepared by client and letter from attorney. Edited compensation due to owner summary.	0.75	hr.
05/13/2015	Made edits to HMC draft of rebuttal letter. Conference call with attorney. Continued edits of HMC draft and discussions with Andrew Brigham.	4.50	hrs.
05/14/2015	Assisted in preparation for deposition.	2.00	hrs.
05/29/2015	Worked w/HMC in preparation for deposition.	2.50	hrs.
06/01/2015	Assisted HMC in preparation for deposition.	3.50	hrs.
06/02/2015	Assisted in preparation for deposition.	7.00	hrs.
06/03/2015	Assisted HMC with preparation for deposition. Meeting with Andrew Brigham.	6.50	hrs.
06/04/2015	Assisted HMC with preparation for deposition. Reviewed DRI documents, Wekiva Parkway and Protection Act, Wekiva Parkway Interchange Plan, City of Apopka Comprehensive Plan.	6.00	hrs.
06/05/2015	Assisted HMC with preparation for deposition. Organization of work file, reviewed timeline of events pertaining to approval of the Wekiva Parkway and Kelly Park Crossing DRI.	5.75	hrs.
06/08/2015	Assisted HMC in preparation for deposition.	5.00	hrs.
06/09/2015	Assisted HMC in preparation for deposition.	5.00	hrs.
06/10/2015	Assisted HMC in preparation for deposition.	4.50	hrs.
06/11/2015	Assisted HMC in preparation for deposition.	2.00	hrs.
06/24/2015	Assisted HMC in preparation for deposition	1.50	hrs.
06/26/2015	Assisted HMC in preparation for deposition.	3.50	hrs.
07/20/2015	Searched for listings and recent sales near Kelly Park DRI. Summarized findings and sent to Andrew Brigham.	1.75	hrs.
07/22/2015	Reviewed Carpenter's comparables, meeting with Andrew Brigham.	3.75	hrs.
07/23/2015	Meeting with Trevor Hutson, preparation for trial.	7.00	hrs.
07/24/2015	Researched sales on Rock Springs Road. Assisted in preparation of exhibits.	2.50	hrs.

CONTINUED ON NEXT PAGE

Mr. Charles R. Chapman, Sr.
 c/o Mr. Andrews Brigham, Brigham Property Rights Law Firm, PLLC
 Re: Chapman's Orchids & Exotic Plants, 3321 Kelly Park Road, Apopka, Florida
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07/27/2015	Assisted in preparation for exhibits.	0.50	hr.
07/31/2015	Discussion with Andrew Brigham. Discussion with Matthew Ray.	0.50	hr.
08/04/2015	Reviewed motions and considered responses. Verification of Rock Springs Road recent sales.	1.00	hr.
08/05/2015	Discussion with HMC and Andrew Brigham regarding the Motion in Liminee.	2.00	hrs.
08/10/2015	Researched Carpenter's comparable sales.	2.00	hrs.
09/23/2015	Assisted HMC in preparation for court testimony and meeting with Andrew Brigham.	8.50	hrs.
09/24/2015	Assisted HMC in preparation for attendance at court hearing for testimony. Discussed analysis and methodology with HMC.	11.00	hrs.
	TOTAL	<u>274.90</u>	hrs.
		x \$125.00	
		<u>\$34,362.50</u>	

10/03/2016	Researched recent development around comparable sales and subject property.	4.00	
10/04/2016	Researched recent development around comparable sales and subject property. Updated report with HMC edits. Researched new developments in market area.	5.00	
10/10/2016	Made edits to report per HMC request.	0.33	
10/17/2016	Discussed and edited report with HMC	0.50	
10/18/2016	Discussed and edited report with HMC	0.50	
11/16/2016	Researched McElveen's comparable sales.	2.50	
11/20/2016	Assisted HMC in drafting rebuttal letter to Mr. McElveen's appraisal report.	1.00	
11/28/2016	Assisted HMC in drafting rebuttal letter to McElveen's appraisal report.	1.00	
11/29/2016	Assisted HMC in preparation for deposition/trial.	4.00	
12/05/2016	Organized documents and work file as requested by Sidney Calloway's subpoena.	2.50	
12/07/2016	Organized work file as requested by Sidney Calloway's subpoena.	3.00	
12/13/2016	Assisted HMC in preparation for deposition.	1.50	
05/18/2017	Assisted HMC in preparation for testimony.	0.50	
	TOTAL	<u>26.33</u>	hrs.
		x \$175.00	
		<u>\$4,607.75</u>	

Sarah F. Pinkepank Total 04/17/14 – 09/24/15 \$34,362.50
 Sarah F. Pinkepank Total 10/03/16 – 05/18/17 \$4,607.75
TOTAL AMOUNT DUE SARAH F. PINKEPANK \$38,970.25

Mr. Charles R. Chapman, Sr.
 c/o Mr. Andrews Brigham, Brigham Property Rights Law Firm, PLLC
 Re: Chapman's Orchids & Exotic Plants, 3321 Kelly Park Road, Apopka, Florida
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CRRE 4285 OUT-OF-POCKET EXPENSES

Date	Memo/Description	Amount
4/18/2015	Mileage	\$ 165.00
4/22/2014	Mileage	\$ 253.00
4/22/2024	Lodging	\$ 96.66
4/22/2014	Meals	\$ 17.76
4/22/2014	Tolls/Gasoline	\$ 11.94
5/8/2015	Mileage	\$ 165.00
5/8/2015	Meals - Pro Rata	\$ 0.24
5/8/2015	Tolls	\$ 3.79
9/24/2015	Mileage	\$ 168.85
9/24/2015	Meals	\$ 30.40
9/24/2015	Parking	\$ 10.00
10/26/2016	Lunch	\$ 7.46
10/26/2016	Mileage	\$ 202.50
12/13/2016	Meals	\$ 16.16
12/13/2016	Mileage - 250 miles @0.54 per mile	\$ 135.00
3/20/2017	Lunch	\$ 25.00
5/18/2017	Parking	\$ 33.00
5/18/2017	Tolls	\$ 9.50
5/18/2017	Mileage - 735 miles @0.535 per mile	\$ 393.23
5/18/2017	Meals	\$ 51.11
5/18/2017	Lodging/Meals	\$ 978.15
	Market Data Retrieval Sources	\$ 1,000.00
	TOTAL	\$ 3,773.75

Amount Due for Services of Heyward M. Cantrell, MAI	\$66,848.75
Amount Due for Services of Matthew P. Ray, MAI	\$3,162.50
Amount Due for Services of Sarah F. Pinkepank	\$38,970.25
Out-of-Pocket Expenses	<u>\$3,773.75</u>
TOTAL	\$112,755.25
Less Retainer Received	<u>-\$7,500.00</u>
AMOUNT DUE	\$105,255.25

CANTRELL REAL ESTATE, INC.

REAL ESTATE APPRAISALS, CONSULTING & ASSET MANAGEMENT



Heyward M. Cantrell, MAI
Matthew P. Ray, MAI

Sarah F. Pinkepank
Rikke L. Mihos

May 24, 2017

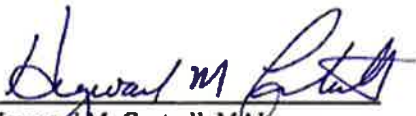
Mr. Charles R. Chapman, Sr.
c/o Mr. Andrews Brigham
Brigham Property Rights Law Firm, PLLC
Suite 3
2963 Dupont Avenue
Jacksonville, FL 32217

Re: Chapman's Orchids & Exotic Plants
3321 Kelly Park Road, Apopka, Florida
CRE No. 4285

Dear Mr. Chapman:

Please find enclosed our invoice for appraisal services rendered through May 24, 2017, under our agreement for the above-captioned case.

Sincerely,


Heyward M. Cantrell, MAI
State Certified General Appraiser
License No. RZ 1051

Enclosures

HMC:sfp



7 Waldo Street
 St. Augustine, FL 32084
 Ryan Carter
 ph: 904-540-1786

Date	Invoice #
8/5/2015	2013

Bill To
Brigham Law Trevor Hudson 2963 Dupont Avenue, Suite #3 Jacksonville, Florida 32217

Work Statement
all time for project is included in this invoice.

Project
5.14147 - Chapman Lent

Item	Qty	Description	Hourly Rate	Amount Due
Principal	0.5	10/7/14 - Review methodology for tree assessment with GIS analyst	135.00	67.50
GIS Analyst	3	10/7/14 - Office Tree Assessment; digitize tree canopy areas from aerials, Estimate DBHs from canopy diameter, research Orange County tree laws	80.00	240.00
Principal	1	10/9/14 - Reviewed tree assessment map, drafted emailed response to client and left message for Orange County EPD to discuss	135.00	135.00
Principal	1	10/13/14 - Spoke to Joanne Lavner with Orange County and emailed client an update	135.00	135.00
Proj Scientist	1	5/5/15 - Tree survey methodology letter	80.00	80.00
Principal	1	5/6/15- Reviewed , edited, finalized and emailed letter report to project attorney	135.00	135.00
Principal	3	6/29/15 - 12:45 Deposition Chapman at BPRLF	135.00	405.00
Mileage	69	6/29/15 - Ryan	0.56	38.64

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balace after 30 days from date on invoice.

Balance Due	\$1,236.14
--------------------	-------------------

Please remit to: P.O. Box 3596, St. Augustine, FL 32085

FF & E Valuation Service

Pamela B. Andrea, A.S.A.
6149 Kissengen Springs Ct.
Jacksonville, FL 32258

Invoice

Date	Invoice #
6/7/2017	2017-11

Bill To
Brigham Property Rights Law Firm, LLC Andrew Brigham, Esq. 2963 Dupont Avenue, Suite 3 Jacksonville, Florida 32217

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
61	Meetings, telephone calls, emails, travel to and from attorney's office for multiple meetings and deposition, travel to and from Apopka, Fl., onsite inspection, research, valuation, preparation of appraisal report and photographs, transmittal of report, review of appraisals prepared by others, review of subpoena, preparation/copies and review of file for deposition, conferences with attorney, attendance at deposition, preparation of letter update to attorney, and review of file in preparation for trial - Fee for services from 4/16/14 to 5/30/17	100.00	6,100.00

Thank you for your business.	Total	\$6,100.00
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May 25, 2017

Mr. Andrew P. Brigham
Brigham Property Rights Law Firm, PLLC
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

In Reference To: Chapman
Wachiva Parkway Project
Parcel 219
Orange County, Florida

Invoice # 14111.009

Professional Services Rendered:

	<u>Hours</u>	<u>Amount</u>
<u>James D. Patterson</u>		
5/17/2017 Research local traffic volumes per Mr/ Mesimer's request	2.50	\$437.50
<i>Subtotal:</i>	<u>2.50</u>	<u>\$437.50</u>
<u>Jason M. Spencer</u>		
6/25/2014 Review plans and right-of-way maps; review pond plans	1.50	\$180.00
6/26/2014 Review stormwater permit information	2.00	\$240.00
7/15/2014 Review pond sizing information, pond volume and alternatives available	2.75	\$330.00
7/16/2014 Assist Mr. Mesimer in preparing for a deposition; prepare exhibits for reducing the size of the pond; prepare document to show calculations	4.00	\$480.00
7/17/2014 Assist Mr. Mesimer in preparing for a deposition; prepare exhibits for reducing the size of the pond; prepare document to show calculations	2.50	\$300.00

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>
7/18/2014 Revise exhibits to show entire property boundary; prepare board mounted exhibits along with copies	2.25	\$270.00
6/12/2015 Review material received from Mr. Hutson	1.00	\$120.00
6/22/2015 Review construction plans	1.50	\$180.00
7/2/2015 Assist Mr. Mesimer to prepare for deposition	3.00	\$360.00
	<hr/>	<hr/>
<i>Subtotal:</i>	20.50	\$2,460.00

John F. Ellinger

7/17/2014 Assist Mr. Mesimer with preparation for deposition	1.00	\$120.00
	<hr/>	<hr/>
<i>Subtotal:</i>	1.00	\$120.00

Reginald Mesimer, P.E.

6/25/2014 Review plans and right-of-way maps	1.25	\$281.25
6/26/2014 Review stormwater permit information	0.50	\$112.50
7/15/2014 Review drainage report and calculations; evaluate alternatives to reduce pond size; conference with Mr. Hutson coordinate preparation of calculations and drawings to reduce pond size	3.00	\$675.00
7/16/2014 Review stormwater regulations; prepare drainage calculations and drawings allowing reduction on size of pond	3.00	\$675.00
7/17/2014 Prepare for and attend deposition	5.75	\$1,293.75
7/18/2014 Coordinate preparation of exhibits for Order of Taking hearing	1.00	\$225.00
2/11/2015 Conference with Mr. Brigham to discuss case issues	0.75	\$168.75
6/22/2015 Coordinate preparation of site drawings prepare for deposition	1.75	\$393.75
7/2/2015 Prepare for deposition	3.00	\$675.00
7/6/2015 Prepare for and attend deposition	3.00	\$675.00
5/12/2017 Review deposition; review site photographs; prepare for trial	4.50	\$1,012.50
5/13/2017 Review deposition; review exhibits received from Mr. Brigham; prepare for trial	6.50	\$1,462.50
5/14/2017 Review testimony; prepare for trial	4.50	\$1,012.50
5/16/2017 Review appraisals of both appraisers; prepare for trial	5.25	\$1,181.25
5/17/2017 Conference with Mr. Brigham; prepare for and attend trial	7.50	\$1,687.50
5/18/2017 Conference with Mr. Brigham; prepare for and attend trial	5.25	\$1,181.25
	<hr/>	<hr/>
<i>Subtotal:</i>	56.50	\$12,712.50

Continued on next page

Mr. Andrew P. Brigham

Page 3

	<u>Hours</u>	<u>Amount</u>
Total Professional Services:	80.50	\$15,730.00

Expenses:

Lodging		\$313.88
Mileage		\$280.85
Parking		\$43.00

Total Expenses:		\$637.73
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Employee Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
James D. Patterson	2.50	\$175.00	\$437.50
Jason M. Spencer	20.50	\$120.00	\$2,460.00
John F. Ellinger	1.00	\$120.00	\$120.00
Reginald Mesimer, P.E.	56.50	\$225.00	\$12,712.50

AMOUNT DUE THIS INVOICE:

\$16,367.73



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 **302**
Issue Date 11/11/2015
Due Date 11/11/2015 (upon receipt)

Subject Chapman

Item Type	Description	Quantity	Unit Price	Amount
Service Consulting	Charles and Kim Chapman - 04/08/2014 - expert witness / Sue Murphy: Begin review of property information	0.50	\$250.00	\$125.00
Service Consulting	Charles and Kim Chapman - 04/16/2014 - expert witness / Sue Murphy: Begin review of Ex Authority appraisal	0.50	\$250.00	\$125.00
Service Consulting	Charles and Kim Chapman - 04/17/2014 - expert witness / Sue Murphy: Meet on site with client and team	3.00	\$250.00	\$750.00
Service Consulting	Charles and Kim Chapman - 05/02/2014 - expert witness / Sue Murphy: Research Wekiva land use plans and agreements and Kelly DRI (partial time)	1.50	\$250.00	\$375.00
Service Consulting	Charles and Kim Chapman - 10/08/2014 - expert witness / Sue Murphy: Review background documents and appraisal, set up meeting with City	1.40	\$250.00	\$350.00
Service Consulting	Charles and Kim Chapman - 10/13/2014 - expert witness / Sue Murphy: Meet with City on land use issues, research area projects	1.60	\$250.00	\$400.00
Service Consulting	Charles and Kim Chapman - 10/22/2014 - expert witness / Sue Murphy: Begin draft planning report	1.10	\$250.00	\$275.00
Service Consulting	Charles and Kim Chapman - 04/03/2015 - expert witness / Sue Murphy: Work on draft planning report, review documents from FDOT team, telecom with H. Cantrell	3.00	\$250.00	\$750.00
Service Consulting	Charles and Kim Chapman - 04/07/2015 - expert witness / Sue Murphy: Work on planning report	1.20	\$250.00	\$300.00
Service Consulting	Charles and Kim Chapman - 04/08/2015 - expert witness / Sue Murphy: Work on draft planning report	5.00	\$250.00	\$1,250.00
Service Consulting	Charles and Kim Chapman - 04/09/2015 - expert witness / Sue Murphy: Work on draft planning report	0.40	\$250.00	\$100.00

Item Type	Description	Quantity	Unit Price	Amount
Service Consulting	Charles and Kim Chapman - 04/13/2015 - expert witness / Sue Murphy: Telecon with Sarah at Heyward Cantrell's office on land use questions	0.30	\$250.00	\$75.00
Service Consulting	Charles and Kim Chapman - 04/15/2015 - expert witness / Sue Murphy: Telecom with A Brigham and begin research on government acquisitions of land in area	0.60	\$250.00	\$150.00
Service Consulting	Charles and Kim Chapman - 04/16/2015 - expert witness / Sue Murphy: Complete acquisition research and final report and send to A Brigham	2.80	\$250.00	\$700.00
Service Consulting	Charles and Kim Chapman - 05/01/2015 - expert witness / Sue Murphy: Research area growth patterns and population projections	4.20	\$250.00	\$1,050.00
Service Consulting	Charles and Kim Chapman - 05/13/2015 - expert witness / Sue Murphy: Review and compare my planning report with Ellen Hargroves report, prepare and send comparison report to A Brigham	2.60	\$250.00	\$650.00
Service Consulting	Charles and Kim Chapman - 06/01/2015 - expert witness / Sue Murphy: Deposition preparation	2.60	\$250.00	\$650.00
Service Consulting	Charles and Kim Chapman - 06/08/2015 - expert witness / Sue Murphy: Depo prep. Partial travel to Orlando before deposition cancelled	2.30	\$250.00	\$575.00
Service Consulting	Charles and Kim Chapman - 07/21/2015 - expert witness / Sue Murphy: prepare and send draft invoice for time to date to A. Brigham	0.50	\$250.00	\$125.00
Service Consulting	Charles and Kim Chapman - 07/22/2015 - expert witness / Sue Murphy: Telecom with A Brigham. Begin DRI research, call City of Apopka on Kelly Park Crossing status	2.70	\$250.00	\$675.00
Service Consulting	Charles and Kim Chapman - 07/23/2015 - expert witness / Sue Murphy: Final and send DRI analysis memo to A Brigham, telecom with the City of Apopka	1.30	\$250.00	\$325.00
Service Consulting	Charles and Kim Chapman - 08/19/2015 - expert witness / Sue Murphy: Case planning call with A Brigham	0.50	\$250.00	\$125.00
Service Consulting	Charles and Kim Chapman - 08/21/2015 - expert witness / Sue Murphy: Telecoms with A Brigham, review Land Design Innovation study for interchange area, finalized memo on D. Moon discussion	2.20	\$250.00	\$550.00
Product	Charles and Kim Chapman - 04/17/2014 - Mileage / Sue Murphy: Partial milage for area visit 60 miles	60.00	\$0.55	\$33.00
Product	Charles and Kim Chapman - 04/17/2014 - Transportation / Sue Murphy: tolls 12.50	1.00	\$12.50	\$12.50

Item Type	Description	Quantity	Unit Price	Amount
Product	Charles and Kim Chapman - 10/14/2014 - Mileage / Sue Murphy	216.00	\$0.55	\$118.80
Product	Charles and Kim Chapman - 06/12/2015 - Mileage / Sue Murphy	70.00	\$0.55	\$38.50

Subtotal	\$10,652.80
Retainer Payments	-\$2,000.00
Amount Due	\$8,652.80

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 **488**
Issue Date 05/26/2017
Due Date 05/26/2017 (upon receipt)

Subject Charles and Kim Chapman

Item Type	Description	Quantity	Unit Price	Amount
Service Consulting	Charles and Kim Chapman - 07/22/2016 - expert witness / Sue Murphy: Begin research on recent activity in area	0.30	\$250.00	\$75.00
Service Consulting	Charles and Kim Chapman - 09/29/2016 - expert witness / Sue Murphy: Telecom with Rogers Beckett at Apopka on activity status	0.30	\$250.00	\$75.00
Service Consulting	Charles and Kim Chapman - 10/03/2016 - expert witness / Sue Murphy: telecoms with Andrew Brigham. Work on updated report	2.40	\$250.00	\$600.00
Service Consulting	Charles and Kim Chapman - 10/04/2016 - expert witness / Sue Murphy: Research the LUP amendment near site	2.00	\$250.00	\$500.00
Service Consulting	Charles and Kim Chapman - 10/06/2016 - expert witness / Sue Murphy: Finalize and send updated planning report	0.90	\$250.00	\$225.00
Service Consulting	Charles and Kim Chapman - 03/14/2017 - expert witness / Sue Murphy: Review additional appraisal information	2.30	\$250.00	\$575.00
Service Consulting	Charles and Kim Chapman - 03/20/2017 - expert witness / Sue Murphy: Telecom with Jim Hitt, City of Apopka Community Development Director on Kelly Park DRI status and form based code	0.80	\$250.00	\$200.00
Service Consulting	Charles and Kim Chapman - 03/21/2017 - expert witness / Sue Murphy: Review DRI extensions/form based code draft information, call A. Brigham, telecom with Adam Biblio at DEO on status of Kelly Park DRI	4.50	\$250.00	\$1,125.00
Service Consulting	Charles and Kim Chapman - 03/22/2017 - expert witness / Sue Murphy: Obtain and review additional information on DRI	0.50	\$250.00	\$125.00
Service Consulting	Charles and Kim Chapman - 04/05/2017 - expert witness / Sue Murphy: Telecom with Heyward Cantrell, trial prep	1.50	\$250.00	\$375.00

Service Consulting	Charles and Kim Chapman - 04/11/2017 - expert witness / Sue Murphy: Trial prep	2.50	\$250.00	\$625.00
Service Consulting	Charles and Kim Chapman - 04/13/2017 - expert witness / Sue Murphy: Trial prep. Site and area visit	5.20	\$250.00	\$1,300.00
Service Consulting	Charles and Kim Chapman - 04/18/2017 - expert witness / Sue Murphy: Review documents from team emails on case	0.50	\$250.00	\$125.00
Service Consulting	Charles and Kim Chapman - 05/15/2017 - expert witness / Sue Murphy: Trial preparation	2.00	\$250.00	\$500.00
Service Consulting	Charles and Kim Chapman - 05/17/2017 - expert witness / Sue Murphy: Trial preparation and travel to Orlando for trial	9.70	\$250.00	\$2,425.00
Service Consulting	Charles and Kim Chapman - 05/18/2017 - expert witness / Sue Murphy: Attend trial and testify, travel to Tampa	10.20	\$250.00	\$2,550.00
Product	Charles and Kim Chapman - 04/13/2017 - Mileage / Sue Murphy: Site and area visit	211.00	\$0.55	\$116.05
Product	Charles and Kim Chapman - 04/13/2017 - Other / Sue Murphy: Tolls for site and area visit	1.00	\$9.78	\$9.78
Product	Charles and Kim Chapman - 05/17/2017 - Transportation / Sue Murphy: Tolls for travel to Orlando	1.00	\$2.25	\$2.25
Product	Charles and Kim Chapman - 05/18/2017 - Lodging / Sue Murphy: Hotel stay for trial	1.00	\$311.73	\$311.73
Product	Charles and Kim Chapman - 05/18/2017 - Meals / Sue Murphy: Lunch	1.00	\$15.71	\$15.71
Product	Charles and Kim Chapman - 05/18/2017 - Other / Sue Murphy: Parking at Courthouse	1.00	\$10.00	\$10.00
Product	Charles and Kim Chapman - 05/26/2017 - Mileage / Sue Murphy: Travel to trial and back	188.00	\$0.55	\$103.40

Subtotal **\$11,968.92**

Amount Due \$11,968.92



407 898 4200 FAX 407 898 4955

Trevor Hutson, Esquire
 Brigham Moore, LLP
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.
153288	7/31/2014	173457
Job Date	Case No.	
7/17/2014	2014CA0036410	
Case Name		
Central Florida Expressway Authority vs. Robert Strier & Adis Strier		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Reginald V. Mesimer PE	42.00 Pages	138.60
ASCII, Condensed		35.00
Exhibit Charge - Per Page for Black and White Copies	46.00	23.00
Exhibit Charge - Per Page for Color Copies	5.00	5.00
E-mail transcript		0.00
Delivery, Shipping and Handling		20.00
TOTAL DUE >>>		\$221.60

Payments may be made online at www.orangelegal.com.

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over for collection, you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

CASE Chapman
 CHECK 175 JUDG 10
 REASON FOR DISCREPANCY
 # 1210
 APPROVED BY _____ DATE _____
 RECOGNITION USE ONLY
 POSTED TO ACC. PAY. ALL DATE 8/7/14
 DE. DATE 8/20 CK # 1220 AMT. 221.60

Job No. : 173457 BU ID : West FL
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier & Adis Strier
 Invoice No. : 153288 Invoice Date : 7/31/2014
Total Due : \$ 221.60

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

PAYMENT WITH CREDIT CARD

Cardholder's Name: _____
 Card Number: _____
 Exp. Date: _____ Phone#: _____
 Billing Address: _____
 Zip: _____ Card Security Code: _____
 Amount to Charge: _____
 Cardholder's Signature: _____



Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.
201835	6/22/2015	223949
Job Date	Case No.	
6/8/2015	2014CA0036410	
Case Name		
Central Florida Expressway Authority vs. Robert Strier & Adis Strier		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Rodney Atkinson	33.00 Pages	97.35
ASCII, Condensed		35.00
Exhibit Charge - Per Page for Black and White Copies	29.00	14.50
Delivery, Shipping and Handling		20.00
E-mail transcript		0.00

1 CERTIFIED COPY OF TRANSCRIPT OF:

Charles Chapman	82.00 Pages	241.90
ASCII, Condensed		35.00
Exhibit Charge - Per Page for Black and White Copies	4.00	2.00

TOTAL DUE >>> \$445.75

Payments may be made online at www.orangelegal.com.

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Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to 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

CLIENT# 175 MATTER# 100
Chapman
 REASON FOR CHARGES _____
#1210
 APPLIED BY _____
 PAY ASAP _____
 BOOKKEEPING USE ONLY _____
 POSTED IN PL BY _____ DATE _____
 PD. DATE 7/2 CK# 1183 AMT 445.75

Job No. : 223949 BU ID : Central FL
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier & Adis Strier
 Invoice No. : 201835 Invoice Date : 6/22/2015
Total Due : \$ 445.75

Remit To: **Orange Legal, Inc.** 1-800-275-7991
633 East Colonial Drive
Orlando, FL 32803

PAYMENT WITH CREDIT CARD

Cardholder's Name: _____
 Card Number: _____
 Exp. Date: _____ Phone#: _____
 Billing Address: _____
 Zip: _____ Card Security Code: _____
 Amount to Charge: _____
 Cardholder's Signature: _____



Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.
206521	7/14/2015	228993
Job Date	Case No.	
7/6/2015	2014-CA-003641-O	
Case Name		
Central Florida Expressway Authority vs. Robert Strier and Adis Strier, et al		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Charles Chapman, Jr.	53.00 Pages	156.35
ASCII, Condensed		35.00
Exhibit Charge - Per Page for Black and White Copies	4.00	2.00
Delivery, Shipping and Handling		20.00
E-mail transcript		0.00
William Kelly		
Estimated # of Pages	24.00	0.00
Reginald Mesimer		
Estimated # of Pages	20.00	0.00
TOTAL DUE >>>		\$213.35

Payments may be made online at www.orangelegal.com.

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

Job No. : 228993 BU ID : Central FL
 Case No. : 2014-CA-003641-O
 Case Name : Central Florida Expressway Authority vs. Robert Strier and Adis Strier, et al
 Invoice No. : 206521 Invoice Date : 7/14/2015
Total Due : \$ 213.35

CLIENT# 175 MATTER# 00
 NAME Chapman
 REASON FOR CHARGES #1210
 APPROVED BY _____ DATE _____
 PAY AS _____ HOLD _____
 BOOKING FEE USE ONLY
 POSTED IN FL BY _____ DATE _____
 PD. DATE 7/15 CK# 1291 AMT 213.35

Remit To: **Orange Legal, Inc.** **1-800-275-7991**
633 East Colonial Drive
Orlando, FL 32803

PAYMENT WITH CREDIT CARD

Cardholder's Name: _____
 Card Number: _____
 Exp. Date: _____ Phone#: _____
 Billing Address: _____
 Zip: _____ Card Security Code: _____
 Amount to Charge: _____
 Cardholder's Signature: _____



Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.
207676	7/29/2015	234014
Job Date	Case No.	
7/20/2015	2014-CA-003641-O	
Case Name		
Central Florida Expressway Authority vs. Robert Strier and Adis Strier, et al		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Hearing before the Honorable John Kest	15.00 Pages	44.25
ASCII, Condensed		0.00
Delivery, Shipping and Handling		10.00
E-mail transcript		0.00
TOTAL DUE >>>		\$54.25

Payments may be made online at www.orangelegal.com.

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

CLIENT # 105 MATTER# 000
 NAME Chapman
 REASON FOR CHARGES
#1210
 APPROVED BY _____
 PAY ASAP _____
 BOOKKEEPING USE ONLY _____
 POSTED IN PL BY _____ DATE _____
 PD. DATE 9/11 CK# 2022 AMT 54.25

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

Job No. : 234014 BU ID : Central FL
 Case No. : 2014-CA-003641-O
 Case Name : Central Florida Expressway Authority vs. Robert Strier and Adis Strier, et al
 Invoice No. : 207676 Invoice Date : 7/29/2015
Total Due : \$ 54.25

Remit To: **Orange Legal, Inc.** 1-800-275-7991
633 East Colonial Drive
Orlando, FL 32803

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



Invoice No.	Invoice Date	Job No.
210613	7/30/2015	228993
Job Date	Case No.	
7/6/2015	2014-CA-003641-0	
Case Name		
Central Florida Expressway Authority vs. Robert Strier and Adis Strier, et al		
Payment Terms		
Net 30		

CLIENT# 175 **MATTER#** 00
NAME Chapman
PERSON FOR CHARGES _____
 Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217
APPROVED BY #1211 **DATE** _____
PAY ASAP _____ **HOLD** _____
BOOKING/PRINT USE ONLY

1 CERTIFIED COPY OF TRANSCRIPT	OFFERED BY	DATE		
William Kelly; Backorder	PD. DATE	9/11	8/5/2	AMT 160.55
ASCI, Condensed			19.00 Pages	56.05
Exhibit Charge - Per Page for Black and White Copies			67.00	33.50
Exhibit Charge - Per Page for Color Copies			31.00	31.00
E-mail transcript				0.00
Delivery, Process and Archive				40.00
TOTAL DUE >>>				\$160.55

Payments may be made online at www.orangelegal.com.

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

Job No. : 228993 BU ID : Central FL
 Case No. : 2014-CA-003641-0
 Case Name : Central Florida Expressway Authority vs. Robert Strier and Adis Strier, et al
 Invoice No. : 210613 Invoice Date : 7/30/2015
Total Due : \$ 160.55

Remit To: **Orange Legal, Inc.** **1-800-275-7991**
633 East Colonial Drive
Orlando, FL 32803

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

Invoice No.	Invoice Date	Job No.
204701	7/13/2015	228989
Job Date	Case No.	
6/29/2015	2014-CA-003641-O	
Case Name		
Central Florida Expressway v Strier, et al		
Payment Terms		

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

CLIENT# 175 MATTER# 60
 NAME Andrew Prince Brigham
 REASON FOR CHARGES _____

1 CERTIFIED COPY OF TRANSCRIPT OF: #1210

Heyward Cantrell	APPROVED BY _____ DATE _____	91.00 Pages	300.30
ASCII, Condensed	PAY ASAP _____ HOLD _____		35.00
Delivery, Shipping and Handling	BOOKKEEPING USE ONLY		20.00
E-mail transcript	POSTED IN PL BY _____ DATE _____		0.00
	PD. DATE <u>9/11</u> AMT <u>355.30</u>		
TOTAL DUE >>>			\$355.30

Payments may be made online at www.orangelegal.com.

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

Job No. : 228989 BU ID : North FL
 Case No. : 2014-CA-003641-O
 Case Name : Central Florida Expressway v Strier, et al
 Invoice No. : 204701 Invoice Date : 7/13/2015
Total Due : \$ 355.30

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

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

Invoice No.	Invoice Date	Job No.
266315	4/13/2016	284613
Job Date	Case No.	
3/22/2016	2014CA0036410	
Case Name		
Central Florida Expressway Authority vs. Robert Strier & Adis Strier		
Payment Terms		
Net 30		

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

1 CERTIFIED COPY OF TRANSCRIPT OF:

Hearing before the Honorable John Marshall Kest; Backorder	16.00 Pages	47.20
ASCII, Condensed		0.00
E-mail transcript		0.00
Delivery, Process and Archive		40.00
TOTAL DUE >>>		\$87.20

Payments may be made online at www.orangelegal.com.

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

CLIENTS 175 MATTERS 60 Job No. : 284613 BU ID : Central FL
 Andrew Prince Brigham, Esquire Chapman Case No. : 2014CA0036410
 Brigham Property Rights Law Firm FOR CHAPMAN Case Name : Central Florida Expressway Authority vs. Robert
 2963 Dupont Avenue Strier & Adis Strier
 Suite 3 Invoice No. : 266315 Invoice Date : 4/13/2016
 Jacksonville, FL 32217 #1210 **Total Due : \$ 87.20**

APPROVED BY _____ DATE _____
 PAY ASAP _____ HOLD _____
 BOOK JURING LINE ONLY
 POSTED IN PL BY _____ DATE _____
 PD. DATE 5/20 CK# 2396 AMT 2918.35

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				

INVOICE



Andrew Prince Brigham, Esquire
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

Invoice No.	Invoice Date	Job No.
409491	4/19/2017	383010
Job Date	Case No.	
4/11/2017	2014-CA-003641-O	
Case Name		
Central Florida Expressway Authority vs. Charles R.Chapman and Kim Chapman et al		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Hearing before the Honorable Christi L. Underwood, backorder	145.00 Pages	427.75
Litigation Package - ASCII, Condensed		35.00
E-mail transcript		0.00
Delivery, Process and Archive		40.00
TOTAL DUE >>>		\$502.75

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To pay online visit www.orangelegal.com/payments

Pay via EFT: Seacoast National Bank
Account Number: 81000022 Routing Number: 067005158

If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Preserving the record is our job, but keeping your documents secure and instantly available is our goal. We require our reporters to take extra steps to ensure your data is kept secure and available when you request it. Due to the cost incurred for these increased measures, we charge a \$20 process and archival fee for all jobs not ordered at the time of the job. Thank you for your understanding.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

Job No. : 383010 BU ID : Central FL
 Case No. : 2014-CA-003641-O
 Case Name : Central Florida Expressway Authority vs. Charles R.Chapman and Kim Chapman et al
 Invoice No. : 409491 Invoice Date : 4/19/2017
 Total Due : \$ 502.75

DATE: 5/5
 HOLD
 DATE: 2/28

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD

AMEX MasterCard VISA

Cardholder's Name: _____
 Card Number: _____
 Exp. Date: _____ Phone#: _____
 Billing Address: _____
 Zip: _____ Card Security Code: _____
 Amount to Charge: _____
 Cardholder's Signature: _____
 Email: _____



INVOICE

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

Invoice No.	Invoice Date	Job No.
404407	4/19/2017	228989
Job Date	Case No.	
6/29/2015	2014CA0036410	
Case Name		
Central Florida Expressway Authority vs. Robert Strier & Adis Strier		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

ORIGINAL TRANSCRIPT OF:

Pamela Andrea, backorder	18.00 Pages	86.40
4 Day Expedite		51.84
Condensed Transcript		0.00
E-mail transcript		0.00
Process & Archive		20.00
TOTAL DUE >>>		\$158.24

Reference No. : email only

Thank you for your business!

To pay online visit www.orangelegal.com/payments

Pay via EFT: Seacoast National Bank
 Account Number: 81000022 Routing Number: 067005158

If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Preserving the record is our job, but keeping your documents secure and instantly available is our goal. We require our reporters to take extra steps to ensure your data is kept secure and available when you request it. Due to the cost incurred for these increased measures, we charge a \$20 process and archival fee for all jobs not ordered at the time of the job. Thank you for your understanding.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

Job No. : 228989 BU ID : North FL
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier & Adis Strier
 Invoice No. : 404407 Invoice Date : 4/19/2017
Total Due : \$ 158.24

Handwritten: LRS, 2668, 158.24

Stamp: APPROVED BY DATE HOLD

Remit To: **Orange Legal, Inc.** 1-800-275-7991
633 East Colonial Drive
Orlando, FL 32803

PAYMENT WITH CREDIT CARD

Cardholder's Name: _____
 Card Number: _____
 Exp. Date: _____ Phone#: _____
 Billing Address: _____
 Zip: _____ Card Security Code: _____
 Amount to Charge: _____
 Cardholder's Signature: _____
 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.
434425	5/17/2017	395945
Job Date	Case No.	
5/16/2017	2014CA0036410	
Case Name		
Central Florida Expressway Authority vs. Robert Strier & Adis Strier		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Trial before the Honorable Renee A. Roche- "Opening Statement" Excerpt	18.00 Pages	53.10
1 Day Expedite		53.10
Litigation Package - ASCII, Condensed		0.00
Delivery, Shipping and Handling		20.00
E-mail transcript		0.00

1 CERTIFIED COPY OF TRANSCRIPT OF:

Trial before the Honorable Renee A. Roche, "New Hope" Excerpt	5.00 Pages	14.75
1 Day Expedite		14.75
Condensed Transcript		0.00
E-mail transcript		0.00

TOTAL DUE >>> \$155.70

Thank you for your business!

To pay online visit www.orangelegal.com/payments

Pay via EFT: Seacoast National Bank
 Account Number: 81000022 Routing Number: 067005158

Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

Job No. : 395945 BU ID : Central FL
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier & Adis Strier
 Invoice No. : 434425 Invoice Date : 5/17/2017
Total Due : \$155.70

Remit To: **Orange Legal, Inc.** **1-800-275-7991**
633 East Colonial Drive
Orlando, FL 32803

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				



INVOICE

Andrew Prince Brigham, Esquire
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

Invoice No.	Invoice Date	Job No.
442940	5/31/2017	398873
Job Date	Case No.	
5/23/2017	2014CA003641O	
Case Name		
Central Florida Expressway Authority vs. Robert Strier & Adis Strier		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

ORIGINAL TRANSCRIPT OF:

Hearing before the Honorable Roche, backoder	132.00 Pages	785.40
3 Day Expedite		550.44
Litigation Package - ASCII, Condensed		35.00
Delivery, Process and Archive		40.00
E-mail transcript		0.00
TOTAL DUE >>>		\$1,410.84

Thank you for your business!

To pay online visit www.orangelegal.com/payments

Pay via EFT: Seacoast National Bank
Account Number: 81000022 Routing Number: 067005158

If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Preserving the record is our job, but keeping your documents secure and instantly available is our goal. We require our reporters to take extra steps to ensure your data is kept secure and available when you request it. Due to the cost incurred for these increased measures, we charge a \$20 process and archival fee for all jobs not ordered at the time of the job. Thank you for your understanding.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

Job No. : 398873 BU ID : Central FL
Case No. : 2014CA003641O
Case Name : Central Florida Expressway Authority vs. Robert Strier & Adis Strier
Invoice No. : 442940 Invoice Date : 5/31/2017
Total Due : \$ 1,410.84

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____
Email: _____



INVOICE

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

Invoice No.	Invoice Date	Job No.
333634	12/30/2016	351742
Job Date	Case No.	
12/13/2016		
Case Name		
Central Florida Expressway Authority v. Charles Chapman, et al		
Payment Terms		
Net 30		

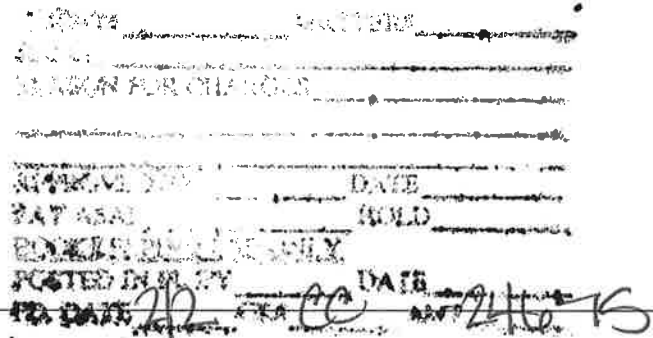
1 CERTIFIED COPY OF TRANSCRIPT OF:

Heyward Cantrell, MAI	65.00 Pages	191.75
ASCII, Condensed		35.00
Delivery, Shipping and Handling		20.00
E-mail transcript		0.00
TOTAL DUE >>>		\$246.75

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Payments may be made online at www.orangelegal.com/payments.



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. : 351742 BU ID : Central FL
 Case No. :
 Case Name : Central Florida Expressway Authority v. Charles Chapman, et al
 Invoice No. : 333634 Invoice Date : 12/30/2016
Total Due : \$ 246.75

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				



INVOICE

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

Invoice No.	Invoice Date	Job No.
333628	12/30/2016	351731
Job Date	Case No.	
12/13/2016	2014CA0036410	
Case Name		
Central Florida Expressway Authority vs. Robert Strier & Adis Strier		
Payment Terms		
Net 30		

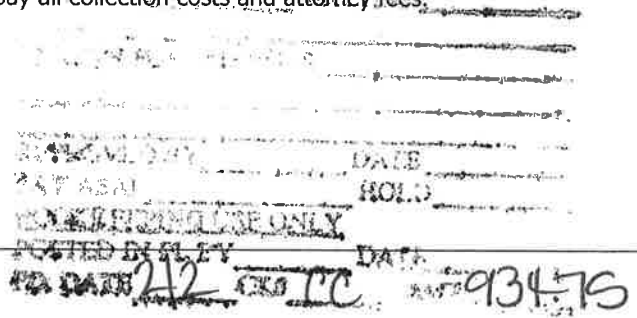
ORIGINAL TRANSCRIPT OF:

Michael A. McElveen, MAI	155.00 Pages	612.25
Appearance Fee		75.00
Appearance Fee - Each Additional Hour	3.50 Hours	192.50
ASCII, Condensed		35.00
Delivery, Shipping and Handling		20.00
E-mail transcript		0.00
TOTAL DUE >>>		\$934.75

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

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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. : 351731 BU ID : Central FL
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier & Adis Strier
 Invoice No. : 333628 Invoice Date : 12/30/2016
Total Due : \$ 934.75

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				



INVOICE

Andrew Prince Brigham, Esquire
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

Invoice No.	Invoice Date	Job No.
442935	5/31/2017	398872
Job Date	Case No.	
5/22/2017	2014CA0036410	
Case Name		
Central Florida Expressway Authority vs. Robert Strier & Adis Strier		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

ORIGINAL TRANSCRIPT OF:

Trial before the Honorable Roche, backorder - Excerpt of Charles Chapman	169.00 Pages	1,005.55
3 Day Expedite		704.73
Litigation Package - ASCII, Condensed		35.00
Delivery, Process and Archive		40.00
E-mail transcript		0.00
TOTAL DUE >>>		\$1,785.28

Day 6 of 7

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Pay via EFT: Seacoast National Bank
Account Number: 81000022 Routing Number: 067005158

If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

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Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

Job No. : 398872 BU ID : Central FL
Case No. : 2014CA0036410
Case Name : Central Florida Expressway Authority vs. Robert Strier & Adis Strier
Invoice No. : 442935 Invoice Date : 5/31/2017
Total Due : \$ 1,785.28

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD		AMEX	MasterCard	VISA
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				



INVOICE

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

Invoice No.	Invoice Date	Job No.
219446	9/30/2015	244530
Job Date	Case No.	
9/24/2015	2014CA0036410	
Case Name		
Central Florida Expressway Authority vs. Robert Strier & Adis Strier		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Hearing before the Honorable John Marshall Kest	163.00 Pages	480.85
2 Day Expedite		384.68
ASCII, Condensed		35.00
E-mail transcript		0.00
Delivery, Shipping and Handling		30.00
TOTAL DUE >>>		\$930.53

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CLIENT# 175 MATTER# 0
 NAME Chapman
 REASON FOR CHARGES _____

#1210

Tax ID: 59-2754282

APPROVED BY _____
 PAYABLE TO _____

BOOKKEEPING US Please detach bottom portion and return with payment.

POSTED IN FL BY _____ DATE _____
 PD. DATE 12/2 CK# 2249 AMT 1805.18

Andrew Prince Brigham, Esquire
 Brigham Property Rights Law Firm
 2963 Dupont Avenue
 Suite 3
 Jacksonville, FL 32217

Job No. : 244530 BU ID : Central FL
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier & Adis Strier
 Invoice No. : 219446 Invoice Date : 9/30/2015
Total Due : \$ 930.53

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

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.
1124287	7/21/2014	1167469
Job Date	Case No.	
7/17/2014	25014CA003641039219	
Case Name		
Orlando-Orange County Expressway vs. Robert Strier <i>Chapman</i>		
Payment Terms		
Due upon receipt		

Trevor Hutson, Esquire
 Brigham Property Rights Law Firm, P.L.L.C.
 2963 Dupont Avenue
 Suite 3
 Jacksonville FL 32217

ORIGINAL TRANSCRIPT OF:

Glenn Pressimone, P.E. 19.00 Pages @ 4.00 76.00
 Attendance - First Hour 75.00 75.00
 Processing/Archival/Delivery 45.00 45.00

ORIGINAL TRANSCRIPT OF:

Gregory Seidel 29.00 Pages @ 4.00 116.00
 Processing/Archival/Delivery 45.00 45.00

Chapman
 175
 #1210
 APPROVED BY _____ DATE _____
 REQUESTED BY _____ DATE 8/7/14
 RE-DATED 8/20 OF A 1221 OF 357.00

TOTAL DUE >>> \$357.00
 AFTER 9/4/2014 PAY \$392.70
 (-) Payments/Credits: 0.00
 (+) Finance Charges/Debits: 0.00
 (=) New Balance: 357.00

Please contact us immediately with questions or corrections regarding billing or payment.
 No adjustments or refunds will be made after 120 days from date of payments.

Tax ID: 76-0523238




Phone: 904-730-9001 Fax:904-733-7633

Please detach bottom portion and return with payment.

Trevor Hutson, Esquire
 Brigham Property Rights Law Firm, P.L.L.C.
 2963 Dupont Avenue
 Suite 3
 Jacksonville FL 32217

Job No. : 1167469 BU ID : 55-ORLAN
 Case No. : 25014CA003641039219
 Case Name : Orlando-Orange County Expressway vs. Robert Strier
 Invoice No. : 1124287 Invoice Date : 7/21/2014
Total Due : \$ 357.00

Remit To: **U.S. Legal Support, Inc.**
P.O. Box 864407
Orlando FL 32886-4407

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.
1216940	6/15/2015	1284623
Job Date	Case No.	
6/8/2015	2014CA0036410	
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

Deposition Of:

Rusty Woodall

Attendance - First Hour	85.00	85.00
Processing/Archival	25.00	25.00

TOTAL DUE >>>	\$110.00
AFTER 7/30/2015 PAY	\$121.00
(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	110.00

CLIENT# 175 MATTER# 00
 NAME Chapman
 REASON FOR CHARGES _____
#1210
 APPROVED BY _____ DATE _____
 PAY ASAP _____ HOLD _____
 BOOKKEEPING USE ONLY
 POSTED IN PL BY _____ DATE _____
 PD. DATE 7/2 CK# 1284 AMT 110.00

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. : 1284623 BU ID :55-ORLAN
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier
 Invoice No. : 1216940 Invoice Date :6/15/2015
Total Due : \$ 110.00

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

Invoice No.	Invoice Date	Job No.
1220060	6/26/2015	1284625
Job Date	Case No.	
6/9/2015	2014CA0036410	
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:

Walter Carpenter, Jr. MAI, CRE	183.00	Pages	@	4.00	732.00
Medical/Technical surcharge	158.00	Pages	@	0.15	23.70
Processing/Archival/Electronic Delivery				45.00	45.00

ORIGINAL TRANSCRIPT OF:

Ellen Hardgrove, AICP	96.00	Pages	@	4.00	384.00
Attendance - First Hour				75.00	75.00
Additional Hour(s)	7.00		@	52.50	367.50
Medical/Technical surcharge	84.00	Pages	@	0.15	12.60
Processing/Archival/Electronic Delivery				45.00	45.00

TOTAL DUE >>>	\$1,684.80
AFTER 8/10/2015 PAY	\$1,853.28
(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	1,684.80

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

CLIENT# 576 **MATTER#** 00
NAME Chapman
REASON FOR CHARGES #1210

Job No. : 1284625 BU ID : 55-ORLAN
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier
 Invoice No. : 1220060 Invoice Date : 6/26/2015
Total Due : \$ 1,684.80

APPROVED BY _____ DATE _____
 PAY TO THE ORDER OF _____
 BOOK NO. _____
 POSTED BY _____ DATE _____
 P.L. CK# 7115 CK# 7292 AMT 1684.80

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.
1222315	7/2/2015	1289468
Job Date	Case No.	
6/25/2015	2014CA0036410	
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:

Jeffrey Newton	81.00	Pages	@	4.00	324.00
Attendance - First Hour				75.00	75.00
Additional Hour(s)	3.00		@	52.50	157.50
Processing/Archival/Delivery				45.00	45.00

ORIGINAL TRANSCRIPT OF:

John Speer	31.00	Pages	@	4.00	124.00
Processing/Archival/Delivery				45.00	45.00

TOTAL DUE >>>	\$770.50
AFTER 8/16/2015 PAY	\$847.55
(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	770.50

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. : 1289468 BU ID : 55-ORLAN
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier

CLIENT# 175 MATTER# 00
 NAME Chapman
 REASON FOR CHARGES #1210

Invoice No. : 1222315 Invoice Date : 7/2/2015
Total Due : \$ 770.50

APPROVED BY _____ DATE _____
 PAY ASAP _____ HOLD _____
 BOOKKEEPING USE ONLY _____
 POSTED IN PL BY _____ DATE _____
 PD DATE 7/15 CK# 1292 AMT 11050

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.
1221783	6/30/2015	1292423
Job Date	Case No.	
6/24/2015	2014CA0036410	
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

1 CERTIFIED COPY OF TRANSCRIPT OF: Joan Estival	24.00	Pages	@	2.85	68.40
Processing/Archival/Delivery				45.00	45.00
1 CERTIFIED COPY OF TRANSCRIPT OF: Deborah Poindexter, Esq	98.00	Pages	@	2.85	279.30
Attendance - First Hour				75.00	75.00
Additional Hour(s)	3.00		@	52.50	157.50
Processing/Archival/Delivery				45.00	45.00
1 CERTIFIED COPY OF TRANSCRIPT OF: William Byrd, P.S.M.	33.00	Pages	@	2.85	94.05
Processing/Archival/Delivery				45.00	45.00
TOTAL DUE >>>					\$809.25
AFTER 8/14/2015 PAY					\$890.18
(-) Payments/Credits:					0.00
(+) Finance Charges/Debits:					0.00
(=) New Balance:					809.25

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. : 1292423 BU ID : 55-ORLAN
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier
 Invoice No. : 1221783 Invoice Date : 6/30/2015
Total Due : \$ 809.25

CLIENT# 175 MATTER# 00
 NAME Chapman
 REASON FOR CHARGES #1210

APPROVED BY _____ DATE _____
 PAY ASAP _____ HOLD _____
 BOOKKEEPING USE ONLY
 POSTED IN PL BY _____ DATE _____

Remit To: **U.S. Legal Support, Inc.** CK# 1292 AMT 809.25
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.
1221594	6/30/2015	1289467
Job Date	Case No.	
6/24/2015	2014CA0036410	
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

1 CERTIFIED COPY OF TRANSCRIPT OF:				
Glenn Pressimone, P.E Transcript	85.00	Pages	@	2.85
Medical/Technical surcharge	74.00	Pages	@	0.15
Processing/Archival/Delivery				45.00
242.25				
1 CERTIFIED COPY OF TRANSCRIPT OF:				
Jeffrey Bender	28.00	Pages	@	2.85
Attendance - First Hour				75.00
Additional Hour(s)	2.50		@	52.50
Processing/Archival/Delivery				45.00
79.80				
75.00				
131.25				
45.00				
TOTAL DUE >>>				\$629.40
AFTER 8/14/2015 PAY				\$692.34
(-) Payments/Credits:				0.00
(+) Finance Charges/Debits:				0.00
(=) New Balance:				629.40
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

CLIENT# 175 MATTER# 00
 NAME Chapman
 REASON FOR CHARGES # 1210

Job No. : 1289467 BU ID : 55-ORLAN
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier
 Invoice No. : 1221594 Invoice Date : 6/30/2015
Total Due : \$ 629.40

APPROVED BY _____ DATE _____
 PAY TO THE ORDER OF _____ HOLD _____
 BOOKED FOR DEPOSIT ONLY
 POSTED IN PL BY _____ DATE _____
 PD. DATE 7/15 CK# 0292 AMT 629.40

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.
1226123	7/16/2015	1291950
Job Date	Case No.	
7/6/2015	2014CA0036410	
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:

Fred LaDue, II
 Attendance - First Hour
 Processing/Archival/Delivery

46.00 Pages	@	4.00	184.00
		75.00	75.00
		45.00	45.00

TOTAL DUE >>> **\$304.00**
 AFTER 8/30/2015 PAY \$334.40
 (-) Payments/Credits: 0.00
 (+) Finance Charges/Debits: 0.00
 (=) New Balance: **304.00**

CLIENT# 175 MATTER# 00
 NAME Chapman
 REASON FOR CHARGES _____
#1210
 APPROVED BY _____ DATE _____
 PAY ASAP _____ HOLD _____
 BOOKKEEPING USE ONLY
 POSTED IN PL BY _____ DATE _____
 PD. DATE 9/11 CGL 248 AMT 334.00

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. : 1291950 BU ID : 55-ORLAN
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier
 Invoice No. : 1226123 Invoice Date : 7/16/2015
Total Due : \$ 304.00

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

Invoice No.	Invoice Date	Job No.
1225804	7/15/2015	1293371
Job Date	Case No.	
6/30/2015	2014CA0036410	
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:

Judge John Kest	15.00	Pages	@	5.00	75.00
Hearing Attendance - First Hour				80.00	80.00
Processing/Archival/Delivery				45.00	45.00

TOTAL DUE >>>	\$200.00
AFTER 8/29/2015 PAY	\$220.00
(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	200.00

CLIENT# 175 MATTER# 00
 NAME Chapman
 REASON FOR CHARGES _____

 #1210
 APPROVED BY _____ DATE _____
 PAY ASAP _____ HOLD _____
 BOOKKEEPING USE ONLY
 POSTED IN BL BY _____ DATE _____
 PD. DATE 9/11 CK# 2148 AMT 220.00

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. : 1293371 BU ID : 55-ORLAN
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier
 Invoice No. : 1225804 Invoice Date : 7/15/2015
Total Due : \$ 200.00

Remit To: **U.S. Legal Support, Inc.**
P.O. Box 4772-12
Houston TX 77210-4772

PAYMENT WITH CREDIT CARD		AMEX	Discover	VISA
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	19.00	Pages	@	0.60	11.40
Exhibit				75.00	75.00
Exhibits - Color	3.00		@	1.25	3.75

CLIENT# 175 **MATTER#** 50
NAME Chapman
REASON FOR CHARGES _____
TOTAL DUE >>> **\$653.90**
 AFTER 12/7/2015 PAY \$719.29
 _____ **(-) Payments/Credits:** 0.00
 _____ **(+) Finance Charges/Debits:** 0.00
 _____ **(=) New Balance:** **653.90**
APPROVED BY _____
PAY ASAP
BOOKKEEPING USE ONLY
POSTED IN PL BY _____ **DATE** _____
PD. DATE 10/22 **CHK#** 2291 **AMT** 3853.89

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. : 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

Invoice No.	Invoice Date	Job No.
1263750	11/23/2015	1346388
Job Date	Case No.	
11/19/2015	2014CA0036410	
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

Hearing Before:

Judge John Kest

Hearing Attendance - First Hour
 Processing/Archival

80.00 80.00
 25.00 25.00

TOTAL DUE >>> **\$105.00**
 AFTER 1/7/2016 PAY \$115.50
 (-) Payments/Credits: 0.00
 (+) Finance Charges/Debits: 0.00
 (=) **New Balance: 105.00**

CLIENT# 175 MATTER# 01
 NAME Chapman
 REASON FOR CHARGES _____

 APPROVED BY _____
 PAY AMOUNT _____
 BOOKKEEPING USE ONLY _____
 POSTED IN PL BY _____ DATE _____
 PD. DATE 12/2 CR# 2241 AMT 21095.50

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. : 1346388 BU ID : 55-ORLAN
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier
 Invoice No. : 1263750 Invoice Date : 11/23/2015
Total Due : \$ 105.00

Remit To: **U.S. Legal Support, Inc.**
P.O. Box 4772-12
Houston TX 77210-4772

PAYMENT WITH CREDIT CARD		AMEX	MasterCard	VISA
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.
1269057	12/11/2015	1346388
Job Date	Case No.	
11/19/2015	2014CA0036410	
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

1 CERTIFIED COPY OF TRANSCRIPT OF:

Judge John Kest Transcript
 Processing/Archival/Electronic Delivery

28.00 Pages @ 2.85 79.80
 25.00 25.00

TOTAL DUE >>> \$104.80
 AFTER 1/25/2016 PAY \$115.28
 (-) Payments/Credits: 0.00
 (+) Finance Charges/Debits: 0.00
 (=) New Balance: **104.80**

CLIENT# 175 MATTER# 00
 NAME Chapman
 REASON FOR CHARGES _____
 # 1210
 APPROVED BY _____
 PAY ASAP _____
 BOOKKEEPING USE ONLY
 POSTED IN FL BY _____ DATE _____
 PD. DATE 12/12 CK# 224 AMT 21095.50

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. : 1346388 BU ID : 55-ORLAN
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier
 Invoice No. : 1269057 Invoice Date : 12/11/2015
Total Due : \$ 104.80

Remit To: **U.S. Legal Support, Inc.**
P.O. Box 4772-12
Houston TX 77210-4772

PAYMENT WITH CREDIT CARD		AMEX	MasterCard	VISA
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-2015004125
6/4/2015

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: 6/2/2015 Served: 6/3/2015 11:47 am .INDIVIDUAL/PERSONAL
To be served on: ELLEN S. HARDGROVE, AICP

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

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
1210
APPEARANCE _____
PAY ASBY _____ FILED _____
BOOKKEEPING USE ONLY
POSTED IN FL BY _____ DATE _____
PD. DATE 6/11 CK# 1280 AMT 75.00

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-2015004126
6/4/2015

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: 6/2/2015 Served: 6/3/2015 3:56 pm .SUBSTITUTE - BUSINESS
To be served on: RUSTY WOODALL

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

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
APPROVED BY _____ DATE _____
PAY ASAP _____ HOLD _____
BOOKKEEPING USE ONLY
POSTED IN PL BY _____ DATE _____
PD. DATE 6/11 CK# 1280 AMT 10.00

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-2015004123
6/3/2015

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: 6/2/2015 Served: 6/3/2015 10:10 am .AUTHORIZED
To be served on: WALTER N. CARPENTER, JR., MAI, CRE

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

CLIENT# 179 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
APPROVED BY _____ DATE _____
PAY ASAP _____ HOLD _____
BOOKKEEPING USE ONLY
POSTED IN PL BY _____ DATE _____
PD. DATE 6/11 CK# 1220 AMT 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-2015004124
6/3/2015

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: 6/2/2015 Served: 6/3/2015 1:55 pm .INDIVIDUAL/PERSONAL
To be served on: JOHN T. SPEER

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

CLIENT# 175 MATTER# 00
NAME Chapman
REASON
#1210
APPROVED BY
PAY ACCT
BOOKKEEPING USE ONLY
POSTED IN CL BY DATE
PD. DATE 6/11 CK# 1280 AMT 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-2015004474
6/17/2015

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: 6/16/2015 Served: 6/16/2015 3:53 pm .SUBSTITUTE - BUSINESS
To be served on: JEFFREY BENDER Senior Right of Way Agent

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
APR _____
PAY _____
BOOKKEEPING USE ONLY
POSTED IN PL BY _____ DATE _____
PD. DATE 112 CK# 1285 AMT 35.00

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-2015004475
6/17/2015

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: 6/16/2015 Served: 6/16/2015 4:30 pm .SUBSTITUTE - BUSINESS
To be served on: JEFFREY NEWTON Vice President

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
APPL _____
PAY _____
BOOKING USE ONLY
POSTED IN PL BY _____ DATE _____
PD. DATE 7/2 CK# 1285 AMT 35.00

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-2015004473
6/17/2015

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: 6/16/2015 Served: 6/16/2015 3:53 pm .SUBSTITUTE - BUSINESS
To be served on: JOAN ESTINVAL Right of Way Agent

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
AP# _____
PAY# _____ HOLD _____
BOOKING FEE USE ONLY
POSTED IN PL BY _____ DATE _____
PD. DATE 7/2 CK# 1285 AMT 35.00

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-2015004471
6/17/2015

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: 6/16/2015 Served: 6/16/2015 3:53 pm .SUBSTITUTE - BUSINESS
To be served on: DEBRA K. REDDICK Senior Project Manager-Right of Way

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#R10
APPL _____
PAY _____
BOUNDED USE ONLY
POSTED IN PL BY _____ DATE _____
PD. DATE 7/2 CK# 1285 AMT 35.00

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-2015004472
6/17/2015

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: 6/16/2015 Served: 6/16/2015 3:53 pm .INDIVIDUAL/PERSONAL
To be served on: DEBORAH S. POINDEXTER, ESQ. Project Manager

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
APR _____
PAY _____
BOOKING OFFICE USE ONLY
POSTED IN PL BY _____ DATE _____
PD. DATE 7/2 CK# 085 AMT 35.00

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-2015004478
6/18/2015

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: 6/16/2015 Non-Served: 6/17/2015 .NON-SERVE - COMMENTS
To be served on: SCOTT BEAR, P.E.

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
API _____
PAY _____
BOOK _____
POSTED IN FL BY _____ DATE _____
PD. DATE 7/2 CK# 1286 AMT 35.00

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-2015004476
6/17/2015

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: 6/16/2015 Served: 6/17/2015 11:05 am .AUTHORIZED
To be served on: GLENN PRESSIMONE, P.E. Director of Engineering

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
APPROVED BY _____
PAY TO ORDER OF _____
BOOKING FEE USE ONLY _____
POSTED IN P.L. BY _____ DATE _____
PD. DATE 7/2 CK# 1286 AMT 35.00

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-2015004477
6/17/2015

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: 6/16/2015 Served: 6/17/2015 11:05 am .INDIVIDUAL/PERSONAL
To be served on: DARLEEN MAZZILLO Executive Assistant and Secretary to Board of Directors

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
APR _____
PAY _____
BOX _____
POSTED BY _____ DATE _____
PD. DATE 7/2 CK# 1288 AMT 35.00

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-2015004479
6/17/2015

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: 6/16/2015 Served: 6/16/2015 4:30 pm .INDIVIDUAL/PERSONAL
To be served on: JOHN T. SPEER

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
APR _____ DATE _____
PAY _____ HOLD _____
BOOK _____ USE ONLY _____
POSTED IN RL BY _____ DATE _____
PD. DATE 7/2 CK# 1285 AMT 35.00

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-2015004480
6/22/2015

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: 6/16/2015 Served: 6/16/2015 3:45 pm .INDIVIDUAL/PERSONAL
To be served on: SHELIA A. WARE, P.S.M. Dewberry Bowyer-Singleton Surveying and Mapping Services

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (State wide)	1.00	55.00	55.00
TOTAL CHARGED:			\$55.00
BALANCE DUE:			\$55.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
AP# _____
PAY# _____
BOOK# _____
POSTED IN FL BY _____ DATE _____
PD. DATE 7/2 CK# 1285 AMT 55.00

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-2015004481
6/22/2015

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: 6/16/2015 Served: 6/16/2015 3:45 pm .SUBSTITUTE - BUSINESS
To be served on: WILLIAM E. BYRD, P.S.M. Dewberry Bowyer-Singleton Surveying and Mapping Services

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (State wide)	1.00	55.00	55.00
TOTAL CHARGED:			\$55.00
BALANCE DUE:			\$55.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
APPR. _____
PAY. _____
BOOK. _____
POSTED IN FL BY _____ DATE _____
PD. DATE 7/2 CK# 1285 AMT 55

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-2015005690
8/7/2015

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: 8/4/2015 Served: 8/6/2015 2:55 pm .SUBSTITUTE - BUSINESS
To be served on: JEFFREY NEWTON Vice President

CLIENT# 173 MATTER# 00
NAME Chap
REASON FOR CHARGES _____
#1210
APPROVED BY _____
PAY ASAP _____
BOOKKEEPING USE ONLY _____
POSTED _____ DATE _____
PD. DATE 9/11 AMT 440.00

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

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-2015005689
 8/5/2015

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: 8/4/2015 Served: 8/4/2015 4:15 pm .SUBSTITUTE - BUSINESS
 To be served on: DEBORAH S. POINDEXTER, ESQ. Project Manager

CLIENT# HS MATTER# 00
 NAME Chap
 REASON FOR CHARGES _____
 _____ #1210 _____
 APPROVED BY _____
 PAY AMT _____
 E. 254 _____
 POSTED IN _____
 PD. DATE 9/11 2:54 AM 440.00

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

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-2015005687
 8/5/2015

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: 8/4/2015 Served: 8/4/2015 4:15 pm .SUBSTITUTE - BUSINESS
 To be served on: JEFFREY BENDER Sr. Right of Way Agent

CLIENT# 175 MATTER# 00
 NAME Chap
 REASON FOR CHARGES _____
 #1210
 APPRI...
 PAY AS...
 BOOKKEEPING US ONLY
 POSTED IN...
 PD. DATE 9/11 DATE 2154 AMT 440.00

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

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-2015005688
 8/5/2015

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: 8/4/2015 Served: 8/4/2015 4:15 pm .SUBSTITUTE - BUSINESS
 To be served on: DEBRA K. REDDICK Sr. Project Manager-ROW

CLIENT# 175 MATTER# 00
 NAME Chap
 REASON FOR CHARGES _____
 # 1210
 APPROVED BY _____
 PAY AS TO _____
 BOOK# _____
 POSTED IN PL BY _____ DATE _____
 PD. DATE 9/11 CK# 2154 AMT 440.00

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

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-2015005685
8/5/2015

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: 8/4/2015 Served: 8/4/2015 2:25 pm .INDIVIDUAL/PERSONAL
To be served on: ELLEN S. HARDGROVE, AICP

CLIENT# 115 MATTER# 620
NAME Chap
REASON FOR CHARGE _____
#1210
APPROVED BY _____
PAYABLE TO _____
BOOKKEEPING USE ONLY
POSTED IN FL BY _____ DATE _____
PD. DATE 9/11 CK# 2154 AMT 440.00

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

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-2015005686
8/5/2015

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: 8/4/2015 Served: 8/4/2015 4:15 pm .INDIVIDUAL/PERSONAL
To be served on: JOAN ESTINVAL Sr. Right of Way Agent

CLIENT# 175 MATTER# 00
NAME Chap
REASON FOR CHARGES _____
\$1210
A. PROVIDED BY _____
PAY ASAP _____ HOLD _____
BOOKING FEE ONLY _____
POSTED IN PL. BY _____ DATE _____
PD. DATE 9/11 CNE 2154 AMT 440

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

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-2015005682
 8/5/2015

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: 8/4/2015 Served: 8/5/2015 10:50 am .SUBSTITUTE - BUSINESS
 To be served on: GLENN PRESSIMONE, P.E. Director of Engineering

CLIENT# 175 MATTER# 00
 NAME Chapman
 REASON FOR CHARGES _____

 \$1210
 APPROVED BY _____
 PAY AS NET HOLD _____
 BOOKING USE ONLY
 POSTED ON BL BY _____ DATE _____
 PD. DATE 9/11 CR# 2154 AMT 440

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

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-2015005684
 8/5/2015

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: 8/4/2015 Served: 8/4/2015 6:50 pm .INDIVIDUAL/PERSONAL
 To be served on: JOHN T. SPEER

CLIENT# 175 MATTER# 00
 NAME Chap
 REASON FOR CHARGES _____

 #1210
 APPROVED BY _____
 PAY ASAP _____ HOLD _____
 BOOKKEEPING USE ONLY
 POSTED IN PL BY _____ DATE _____
 PD. DATE 9/11 CK# 2154 AMT 440

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

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-2015005683
8/5/2015

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: 8/4/2015 Served: 8/5/2015 11:10 am .SUBSTITUTE - BUSINESS
To be served on: WALTER N. CARPENTER, JR., MAI, CRE

CLIENT# 175 MATTER# 00
NAME Chap
REASON FOR CHARGES _____

#1210
APPROVED BY _____ DATE _____
PAY ASAP _____ HOLD _____
BOOKKEEPING USE ONLY
POSTED IN PL. BY _____ DATE _____
PD. DATE 9/11/11 CK# 2154 AMT 440

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

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-2017002154
4/10/2017

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3641

Plaintiff:
Orlando-Orange County Expressway Authority,

Defendant:
Charles R. Chapman and Kim Chapman; et al.,

Received: 4/6/2017 Served: 4/10/2017 11:45 am .SUBSTITUTE - BUSINESS
To be served on: DEBORAH S. POINDEXTER, ESQ.

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Additional Addresses	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00
BALANCE DUE:			\$70.00

175
00
5/8 26/11 10

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-2017002160
4/11/2017

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3641

Plaintiff:
Orlando-Orange County Expressway Authority,

Defendant:
Charles R. Chapman and Kim Chapman; et al.,

Received: 4/6/2017 Served: 4/7/2017 1:45 pm .INDIVIDUAL/PERSONAL
To be served on: GLENN PRESSIMONE, P.E. Director of Engineering

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00

BALANCE DUE: \$35.00

175 MATR: 00
RECEIVED BY
4/11/2017 35

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-2017002161
4/12/2017

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3641

Plaintiff:
Orlando-Orange County Expressway Authority,

Defendant:
Charles R. Chapman and Kim Chapman; et al.,

Received: 4/6/2017 Served: 4/10/2017 5:55 pm .SUBSTITUTE - RESIDENTIAL
To be served on: JOHN T. SPEER

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CLERKS 175 MATTERS 00
NAME _____
REASON FOR CHANGES _____
ATTORNEY'S DAY _____ DATE _____
PAY MADE _____ FILED _____
NOTICE OF USE ONLY _____
POSTED BY _____
4/12/17 5:13 PM 4/14/17 3:52 PM

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-2017002162
4/12/2017

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3641

Plaintiff:
Orlando-Orange County Expressway Authority,

Defendant:
Charles R. Chapman and Kim Chapman; et al.,

Received: 4/6/2017 Non-Served: 4/10/2017 .NON-SERVE - COMMENTS
To be served on: WILLIAM E. BYRD, P.S.M. Dewberry Bowyer-Singleton Surveying and Mapping Services

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (State wide)	1.00	55.00	55.00
TOTAL CHARGED:			\$55.00
BALANCE DUE:			\$55.00

CLIENTS 175 MATTERS 00
MIAMI
CHARGES
5/8 2017

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-2017002158
4/12/2017

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3641

Plaintiff:
Orlando-Orange County Expressway Authority,

Defendant:
Charles R. Chapman and Kim Chapman; et al.,

Received: 4/6/2017 Non-Served: 4/12/2017 .NON-SERVE - COMMENTS
To be served on: ELLEN S. HARDGROVE

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

Comments pertaining to this invoice:
Per client case has been continued.

CLEARED 175 MATTERS (D)
BLAME
REASON FOR DELAY
APPROVED BY
PAYABLE
5/8 2614 350

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-2017002159
4/12/2017

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3641

Plaintiff:
Orlando-Orange County Expressway Authority,

Defendant:
Charles R. Chapman and Kim Chapman; et al.,

Received: 4/6/2017 Served: 4/10/2017 12:00 pm .SUBSTITUTE - BUSINESS
To be served on: JEFFREY NEWTON

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CLIENTS 115 MATTERS 00
NAME _____
REASON FOR _____
APPROV. _____
PAID BY _____
DATE PAID _____
DATE IN FILE _____
FILE NO. 510 EXA 2614 35

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-2017002155
4/12/2017

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3641

Plaintiff:
Orlando-Orange County Expressway Authority,

Defendant:
Charles R. Chapman and Kim Chapman; et al.,

Received: 4/6/2017 Non-Served: 4/7/2017 .NON-SERVE - COMMENTS
To be served on: DEBRA K. REDDICK

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

EX-100 175 MATTHEW 60
APPROVED BY
TAYLOR
5/8 2014 35

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-2017002156
4/13/2017

Andrew Prince Brigham
Brigham Moore, LLP
2963 Dupont Ave.
Suite 3
Jacksonville, FL 32217

Your Contact: Beka Laing
Case Number: Orange 14-CA-3641

Plaintiff:
Orlando-Orange County Expressway Authority,

Defendant:
Charles R. Chapman and Kim Chapman; et al.,

Received: 4/6/2017 Non-Served: 4/7/2017 .NON-SERVE - COMMENTS
To be served on: JOAN ESTINVAL

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

175 00
510 2674 35

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-2015006129
8/24/2015

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: 8/21/2015 Served: 8/21/2015 3:35 pm OTHER - COMMENTS
To be served on: THE HONORABLE JOHN KEST

CLIENT# 175 MATTER# 00
NAME Chap
REASON FOR CHARGES _____
#1210
APPROVED BY _____
PAY ASAP _____
BOOKKEEPING USE ONLY _____
POSTED IN PL BY _____ DATE _____
PD. DATE 9/11 CK# 2124 AMT 440.00

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

Comments pertaining to this invoice:
8/21/2015 3:35 pm Placed in box outside Chambers

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-2015005691
8/12/2015

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: 8/4/2015 Served: 8/7/2015 1:45 pm .SUBSTITUTE - BUSINESS
To be served on: WILLIAM E. BYRD, P.S.M. Dewberry Bowyer-Singleton Surveying and Mapping Services

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____

RW
APPROVED BY _____
PAY ASAP _____
BOOKKEEPING USE ONLY _____
POSTED IN PL BY _____ DATE _____
PD. DATE 9/11 CK# 3154 AMT 440.00

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (State wide)	1.00	55.00	55.00
TOTAL CHARGED:			\$55.00
BALANCE DUE:			\$55.00

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-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
 1/3 173.00
 1/3 173.00

CLIENT# _____ MATTER# _____
 NAME _____
 REASON FOR CHARGES depo sub-Horne
 APPROVED BY _____
 PAY ASAP _____
 BOOKKEEPING USE ONLY _____
 POSTED TO P/L BY PL2 DATE 9/21/15 AMT 420
 PD. DATE _____

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-2015006812
 9/23/2015

1/3 173.00
 1/3 175.00
 1/3 183.00

CLIENT# _____ MATTER# _____
 NAME _____
 REASON FOR CHARGES
 depo sub2 Ruble
 APPROVAL _____
 PAY ASPT _____
 BOOKED _____
 POSTED BY PL BY _____
 PD. DATE: 10/5 1309 AMT 140.00

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

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

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 12/22 CRG 2280 AMT 420

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

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

INVOICE

BOLTER & CARR INVESTIGATIONS, INC.

P.O. BOX 8965,
TAMPA, FL 33674-8965
Phone: (813) 251-6033
Fax: (813) 254-7883
59-1913436

Invoice: 218815
Client File #:
Job: 2015006219
Date: 6/26/2015

ANDREW PRICE BRIGHAM
BRIGHAM PROPERTY RIGHTS LAW FIRM
2963 DUPONT AVENUE SUITE 3
JACKSONVILLE, FL32217

Case Number: 2014-CA-003641

Plaintiff:
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Defendant:
CHARLES R CHAPMAN

Received: 6/16/2015
Completed: 6/17/2015
To be served on: LADUE, FRED B II

Itemized Listing

Line	Description	Quantity	Price	Amount
1	Service fee for Subpoena	1	\$50.00	\$50.00
Sub Total:				\$50.00
Tax:				\$0.00
Balance Due:				\$50.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____
#1210
APPROVED BY _____ DATE _____
PAY BY _____ HOLD _____
BOOKKEEPING USE ONLY
POSTED IN PL BY _____ DATE _____
PD. DATE 7/2 CK# 1202 AMT 50.00

INVOICE

BOLTER & CARR INVESTIGATIONS, INC.

P.O. BOX 8965,
TAMPA, FL 33674-8965
Phone: (813) 251-6033
Fax: (813) 254-7883
59-1913436

Invoice: 220403
Client File #:
Job: 2015007652
Date: 8/17/2015

ANDREW PRICE BRIGHAM
BRIGHAM PROPERTY RIGHTS LAW FIRM
2963 DUPONT AVENUE SUITE 3
JACKSONVILLE, FL32217

CLIENT# 175 MATTER# 00
NAME Chapman
REASON FOR CHARGES _____

#1210
APPROVED BY _____
PAY ASAP _____
BOOKKEEPING USE ONLY _____
POSTED IN PL BY _____ DATE _____
PD. DATE 9/11 CK# 2151 AMT 50.00

Case Number: 2014-CA-003641-0

Plaintiff:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Defendant:
ROBERT STRIER ET AL

Received: 8/3/2015
Completed: 8/4/2015
To be served on: LADUE, FRED B II

Itemized Listing

Line	Description	Quantity	Price	Amount
1	Service fee for Subpoena	1	\$50.00	\$50.00
			Sub Total:	\$50.00
			Tax:	\$0.00
			Balance Due:	\$50.00

INVOICE

BOLTER & CARR INVESTIGATIONS, INC.

P.O. BOX 8965,
TAMPA, FL 33674-8965
Phone: (813) 251-6033
Fax: (813) 254-7883
59-1913436

Invoice: 240507
Client File #:
Job: 2017003344
Date: 4/7/2017

ANDREW PRICE BRIGHAM
BRIGHAM PROPERTY RIGHTS LAW FIRM
2963 DUPONT AVENUE SUITE 3
JACKSONVILLE, FL32217

Case Number: 2014-CA-003641-0

Plaintiff:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Defendant:
ROBERT STRIER ET AL

Received: 4/7/2017
Completed: 4/7/2017
To be served on: MCELVEEN, MICHAEL A

175 00
APPROVED BY
PAT ADAM
4/8 2017

Itemized Listing

Line	Description	Quantity	Price	Amount
1	Service fee for Subpoena	1	\$37.00	\$37.00
			Sub Total:	\$37.00
			Tax:	\$0.00
			Balance Due:	\$37.00

INVOICE

BOLTER & CARR INVESTIGATIONS, INC.

P.O. BOX 8965,
TAMPA, FL 33674-8965
Phone: (813) 251-6033
Fax: (813) 254-7883
59-1913436

Invoice: 240766
Client File #:
Job: 2017003343
Date: 4/24/2017

ANDREW PRICE BRIGHAM
BRIGHAM PROPERTY RIGHTS LAW FIRM
2963 DUPONT AVENUE SUITE 3
JACKSONVILLE, FL32217

Case Number: 2014-CA-003641-0

Plaintiff:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Defendant:
ROBERT STRIER ET AL

Received: 4/7/2017
Completed: 4/11/2017
To be served on: LADUE, FRED B II

PAID 175
APR 24 2017
FBI
2017
50

Itemized Listing

Line	Description	Quantity	Price	Amount
1	Service fee for Subpoena	1	\$50.00	\$50.00
			Sub Total:	\$50.00
			Tax:	\$0.00
			Balance Due:	\$50.00

Caplan, Caplan & Caplan Process Servers
12555 Orange Drive
Suite 106
Davie, FL 33330
Phone: (954) 462-1800
Fax: (305) 854-4847
46-4588872

INVOICE

Invoice #CPN-2015020493
6/4/2015



Andrew Prince Brigham
BRIGHAM MOORE, LLP
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217

Case Number: Orange 2014-CA-003641-O 39

Plaintiff:
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY,

Defendant:
CHARLES R. CHAPMAN,

Received: 6/3/2015 Served: 6/4/2015 12:11 pm SERVED
To be served on: GARY R. GERSON

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
SUBPOENA LOCAL RUSH FEE	1.00	50.00	50.00
TOTAL CHARGED:			\$50.00
BALANCE DUE:			\$50.00

CLIENT# 175 MATTER# 00
NAME Chapman
REASON _____
#1210
APR _____
PAY _____
BOX _____
POS _____
PD. DATE 7/7 1286 AMT 50.00

PLEASE ENCLOSE A COPY OF THIS INVOICE WITH YOUR PAYMENT OR INCLUDE THE INVOICE NUMBER ON YOUR CHECK.

WE NOW ACCEPT CREDIT CARDS VIA OUR WEB SITE.

*****PLEASE NOTE OUR NEW TAX ID NUMBER*****

Special Services of Jacksonville, Inc.
729 Parker Street
Jacksonville, FL 32202
Phone: (904) 358-2122
Fax: (904) 354-4033
59-1618629

INVOICE

Invoice #SSJ-2017003045
4/12/2017



Andrew Brigham, Esquire
Brigham Property Rights Law Firm, PLLC
2963 Dupont Ave., Ste. 3
Jacksonville, FL 32217

Case Number: Orange 2014-CA-3641

Plaintiff:
Central Florida Expressway Authority

Defendant:
Robert Strier and Adis Strier Et Al

Received: 4/11/2017 Served: 4/11/2017 10:20 am SUBSTITUTE AUTHORIZED
To be served on: Debra K. Reddick C/O Sr. Project Manager-Row Atkins

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Routine Service Duval	1.00	50.00	50.00
TOTAL CHARGED:			\$50.00
BALANCE DUE:			\$50.00

5/11 2019 50
DATE 5/11/2019
AMOUNT 50
TOTAL CHARGES
DATE
AMOUNT

Please enclose a copy of this invoice with your payment or put our SSJ- number in the memo section of your check.
LATE FEES are charged; Invoices Over 60 Days will be charged \$10.00, Over 120 Days will be charged \$15.00, and
5.00 more per month after 120 Days!
Thank you for your business!

Special Services of Jacksonville, Inc.
729 Parker Street
Jacksonville, FL 32202
Phone: (904) 358-2122
Fax: (904) 354-4033
59-1618629

INVOICE

Invoice #SSJ-2017003044
4/12/2017



Andrew Brigham, Esquire
Brigham Property Rights Law Firm, PLLC
2963 Dupont Ave., Ste. 3
Jacksonville, FL 32217

Case Number: Orange 2014-CA-3641

Plaintiff:
Central Florida Expressway Authority

Defendant:
Robert Strier and Adis Strier Et Al

Received: 4/11/2017 Served: 4/11/2017 10:00 am IND - ABODE / EMP...
To be served on: William E. Byrd, P.S.M. C/O Dewberry Bowyer-Singleton Surveying and Mapping Services

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Routine Service Duval	1.00	50.00	50.00
TOTAL CHARGED:			\$50.00

BALANCE DUE: \$50.00

2017 MATTER 00
5/11 2019 50

Please enclose a copy of this invoice with your payment or put our SSJ- number in the memo section of your check.
LATE FEES are charged; Invoices Over 60 Days will be charged \$10.00, Over 120 Days will be charged \$15.00, and
5.00 more per month after 120 Days!
Thank you for your business!

Copy Right

5569-6 Bowden Road
Jacksonville, FL 32216
904-680-0343
TAX ID# 83-0373904

Invoice	
Date	Invoice #
9/22/2015	34316

Bill To
Brigham Property Rights Law Firm 2963 Dupont Avenue Suite 3 Jacksonville, FL 32217

Ship To
Ken Fleming

1/2 Chapman / 1/2 Kelly

Ref/P.O. Number	Terms	Due Date	Ship Date	Rep
Trial Presentation	Due on receipt	9/22/2015	9/22/2015	SB

Description	No. of Orig.	No. of Sets	Total Quantity	Rate	Amount
40x60 printed in full color & mounted to white foam core	17	1	17	150.00	2,550.00T
30x40 printed in full color on poster paper	6	1	6	49.00	294.00T
11 page 36x48 flip chart. Last page mounted to white foam core. 10 flip pages attached using banner tape.	1	1	1	828.00	828.00T
3 page flip chart. Last page mounted to white foam core. 2 flip pages attached using banner tape.	1	1	1	206.00	206.00T
2 page flip chart	1	1	1	157.00	157.00T
3 page flip chart	1	1	1	206.00	206.00T
FL Sales Tax				7.00%	296.87

CLIENT# _____ **MATTER#** _____
NAME _____
REASON FOR CHARGES
~~173.00 - \$2,268.93~~
~~175.00 - \$2,268.94~~
APPR _____ **DATE** _____
PAY A _____ **HOLD** _____
BOOKING FEE USE ONLY
POSTED IN FL BY _____ **DATE** _____
PD. DATE 12/22 **CK#** 2248 **AMT** 1162.85

We appreciate your prompt payment.	Total	\$4,537.87
------------------------------------	--------------	------------

1.5% INTEREST PER MONTH WILL BE CHARGED ON PAST DUE INVOICES (\$2 MIN)

Balance Due	\$4,537.87
--------------------	------------

Copy Right

5569-6 Bowden Road
Jacksonville, FL 32216
904-680-0343
TAX ID# 83-0373904

Invoice

Date	Invoice #
9/23/2015	34329

Bill To
Brigham Property Rights Law Firm 2963 Dupont Avenue Suite 3 Jacksonville, FL 32217

Ship To
Kimberly

1/2 Chapman / 1/2 Kelly

Ref/P.O. Number	Terms	Due Date	Ship Date	Rep
Nalven	Due on receipt	9/23/2015	9/23/2015	SB

Description	No. of Orig.	No. of Sets	Total Quantity	Rate	Amount
36x48 mounted b/w FL Sales Tax	5	1	5	72.00 7.00%	360.00T 25.20
<p>CLIENT# _____ MATTER# _____ NAME _____ REASON FOR CHARGES _____ <u>173.00 - \$192.60</u> <u>175.00 - \$192.60</u> APR _____ DATE _____ PAY A _____ HOLD _____ BOOKED FOR USE ONLY _____ POSTED IN PL BY _____ DATE _____ PD. DATE <u>9/22</u> CK# <u>2248</u> AMT <u>7762.85</u></p>					

We appreciate your prompt payment.	Total	\$385.20
------------------------------------	--------------	----------

1.5% INTEREST PER MONTH WILL BE CHARGED ON PAST DUE INVOICES (\$2 MIN)

Balance Due	\$385.20
--------------------	----------

Copy Right

5569-6 Bowden Road
Jacksonville, FL 32216
904-680-0343
TAX ID# 83-0373904

Invoice	
Date	Invoice #
1/3/2017	38611

Bill To
Brigham Property Rights Law Firm 2963 Dupont Avenue Suite 3 Jacksonville, FL 32217

Ship To

Ref/P.O. Number	Terms	Due Date	Ship Date	Rep
Chapman Exhibits	Due on receipt	1/3/2017	1/3/2017	SB

Description	No. of Orig.	No. of Sets	Total Quantity	Rate	Amount
24x36 color foam mounts	1	86	86	54.00	4,644.00T
36x48 color foam mounts	1	65	65	108.00	7,020.00T
40x60 color foam mounts	1	47	47	150.00	7,050.00T
FL Sales Tax				7.00%	1,309.98
<p>175 DO</p> <p>Chapman</p> <p>#1210</p> <p>1/3 2598 20,023.98</p>					

We appreciate your prompt payment.	Total	\$20,023.98
------------------------------------	--------------	-------------

1.5% INTEREST PER MONTH WILL BE CHARGED ON PAST DUE INVOICES (\$2 MIN)

Balance Due	\$20,023.98
--------------------	-------------

Copy Right

5569-6 Bowden Road
Jacksonville, FL 32216
904-680-0343
TAX ID# 83-0373904

Invoice	
Date	Invoice #
3/10/2017	39327

Bill To
Brigham Property Rights Law Firm 2963 Dupont Avenue Suite 3 Jacksonville, FL 32217

Ship To
Brett

Ref/P.O. Number	Terms	Due Date	Ship Date	Rep
Chapman	Due on receipt	3/10/2017	3/10/2017	SB

Description	No. of Orig.	No. of Sets	Total Quantity	Rate	Amount
36x48 FL Sales Tax	4	1	4	72.00 7.00%	288.00T 20.16
CHAPMAN LIS MATTER 00 SECTION FOR CHARGES 510 0471069 208.16					

We appreciate your prompt payment.	Total	\$308.16
------------------------------------	--------------	----------

1.5% INTEREST PER MONTH WILL BE CHARGED ON PAST DUE INVOICES (\$2 MIN)

Balance Due	\$308.16
--------------------	----------

A-Vega v. State Farm Qty 3 0.42
 BW 1S on 24# Wht 3 @ 0.14 0.1400 T
 000330 Reg. Price
 Price per piece 0.14
 Regular Total 0.42
 Discounts 0.00

B-Vega v. State Farm Qty 3 1.32
 BW 1S on 24# Wht 9 @ 0.14 0.1400 T
 000330 Reg. Price
 Machine Stapling 3 @ 0.02 0.0200 T
 000078 Reg. Price
 Price per piece 0.44
 Regular Total 1.32
 Discounts 0.00

C-Vega v. State Farm Qty 3 1.74
 BW 1S on 24# Wht 12 @ 0.14 0.1400 T
 000330 Reg. Price
 Machine Stapling 3 @ 0.02 0.0200 T
 000078 Reg. Price
 Price per piece 0.58
 Regular Total 1.74
 Discounts 0.00

D-Vega v. State Farm Qty 3 1.32
 BW 1S on 24# Wht 9 @ 0.14 0.1400 T
 000330 Reg. Price
 Machine Stapling 3 @ 0.02 0.0200 T
 000078 Reg. Price
 Price per piece 0.44
 Regular Total 1.32
 Discounts 0.00

E-Vega v. State Farm Qty 3 7.62
 BW 1S on 24# Wht 54 @ 0.14 0.1400 T
 000330 Reg. Price
 Machine Stapling 3 @ 0.02 0.0200 T
 000078 Reg. Price
 Price per piece 2.54
 Regular Total 7.62
 Discounts 0.00

Sub-Total
 Tax
 Deposit

Total
 Visa (S)
 Account: 5356
 Auth: 690089 (A)
 Total Tender
 Change Due

12.42
 0.81
 0.00
 13.23
 13.23



FedEx Office is your destination
for printing and shipping.

350 W Fairbanks Ave
Winter Park, FL 32789
Tel (407) 644-2971

5/18/2017 7:37:50 AM EST
Team Member: OMERY R.
Customer: Ken Fleming

SALE

McElveen_Rock_Spring	Qty 1	143.76
SS Color 36x48"	2 @	71.8800 T
050583 Reg. Price	71.88	
Price per piece	143.76	
Regular Total	143.76	
Discounts	0.00	
Sub-Total		143.76
Tax		9.34
Deposit		0.00
Total		153.10
MasterCard (S)		153.10
Account: 0476		
Auth: 55585P (A)		
Total Tender		153.10
Change Due		0.00
Total Discounts	0.00	





FedEx Office is your destination for printing and shipping.

47 E ROBINSON ST
Orlando, FL 32801
Tel: (407) 839-5000

5/18/2017 2:10:24 PM EST
Team Member: Ronald C.
Customer: Ken Fleming

SALE

A-McElveen_Rock_Spri	Qty 1	87.00
Matte Paper/SqFt	12 @	7.2500 T
001450 Reg. Price	7.25	
Price per piece	87.00	
Regular Total	87.00	
Discounts	0.00	

B-McElveen_Rock_Spri	Qty 5	3.45
CLR 1S on 32# Wht	5 @	0.6900 T
000224 Reg. Price	0.69	
Price per piece	0.69	
Regular Total	3.45	
Discounts	0.00	

A-McElveen_Rock_Spri	Qty 1	87.00
Matte Paper/SqFt	12 @	7.2500 T
001450 Reg. Price	7.25	
Price per piece	87.00	
Regular Total	87.00	
Discounts	0.00	

B-McElveen_Rock_Spri	Qty 5	3.45
CLR 1S on 32# Wht	5 @	0.6900 T
000224 Reg. Price	0.69	
Price per piece	0.69	
Regular Total	3.45	
Discounts	0.00	

Sub-Total	180.90
Tax	11.76
Deposit	192.66
Total	192.66

Total Tender	0.00
Change Due	0.00

Total Discounts 0.00



* 3 9 9 4 0 0 8 3 6 3 5 *

Tell us how we're doing and receive 20% off your next \$35 print order
fedex.com/welisten or 1-800-398-0242
Offer Code: _____ Offer expires 06/30/17

Get your message out in a big way with everything from full-color banners to photo-quality posters, yard signs, auto magnets and more.

Thank you for visiting

FedEx Office
Make It. Print It. Pack It. Ship It.
fedex.com/office

By submitting your project to FedEx Office or by making a purchase in the FedEx Office store, you agree to all the FedEx Office terms and conditions, including limitations of liability, located at fedex.com/office, or you may request a copy of our terms and conditions, which will be made available to you upon request.

Customer Copy



FedEx Office is your destination for printing and shipping.

350 W Fairbanks Ave
Winter Park, FL 32789
Tel (407) 644-2971

5/22/2017 8:28:25 PM EST
Team Member: Ashley F.
Customer: Ken Fleming

SALE

A-EXHIBIT 202 Other Qty 1 215.64
SS Color 36x48" 3 @ 71.8800 T
050583 Reg. Price 71.88
Price per piece 215.64
Regular Total 215.64
Discounts 0.00

B-EXHIBIT 202 Other Qty 5 6.90
CLR 1S on 32# Wht 10 @ 0.6900 T
000224 Reg. Price 0.69
Price per piece 1.38
Regular Total 6.90
Discounts 0.00

C-EXHIBIT 202 Other Qty 5 3.45
CLR 1S on 32# Wht 5 @ 0.6900 T
000224 Reg. Price 0.69
Price per piece 0.69
Regular Total 3.45
Discounts 0.00

20 pages Qty 1 90.00
BW 24x36 Print 20 @ 4.5000 T
002172 Reg. Price 4.50
Price per piece 90.00
Regular Total 90.00
Discounts 0.00

20 pages Qty 6 25.20
BW 1S on 32# Wht 120 @ 0.2100 T
000218 Reg. Price 0.22
Price per piece 4.20
Regular Total 26.40
Discounts 1.20

Sub-Total 341.19
Tax 22.18
Deposit 0.00

Total 363.37

MasterCard (S) 363.37

Account: 0476
Auth: 816 4P (A)

Total Tender 363.37
Change Due 0.00

Total Discounts 1.20



Tell us how we're doing and receive
20% off your next \$35 print order
fedex.com/we/listen or 1-800-398-0242
Offer Code: _____ Offer expires 06/30/17

Get your message out in a big way with
everything from full-color banners to
photo-quality posters, yard signs,
auto magnets and more.

Thank you for visiting

FedEx Office
Make It. Print It. Pack It. Ship It.



FedEx Office is your destination
for printing and shipping.

47 E ROBINSON ST
Orlando, FL 32801
Tel: (407) 839-5000

5/23/2017 9:23:38 AM EST
Team Member: JULIE B.

SALE

BW 1S on 24# Wht	18 @	0.1400 T
000330 Reg. Price	0.14	
BW 24x36 Print	3 @	4.5000 T
002172 Reg. Price	4.50	
CLR Enlarg/Reduce	3 @	1.0000 T
000213 Reg. Price	1.00	
Regular Total	19.02	
Discounts	0.00	
Total	19.02	

Sub-Total	19.02
Tax	1.24
Deposit	0.00

Total	20.26
--------------	--------------

MasterCard (S)	20.26
Account: 0476	
Auth: 36980P (A)	

Total Tender	20.26
Change Due	0.00

Total Discounts	0.00
------------------------	-------------

175.00

OFFICIAL RECEIPT

**Orange County Clerk of the Circuit and County Courts
Records Management Division
425 North Orange Avenue, Suite 150
Orlando, FL 32802-4994
Phone (407) 836-2000 Fax (407) 836-6328
www.myorangeclerk.com**

**Tell us how we did!
Please go to the link below to complete our Customer Satisfaction Survey.
www.myorangeclerk.com - Click on the website survey.**

Payor
BRETT TENSFELDT

Receipt No
RM-2017-05360

Transaction Date
05/8/2017

Description	Amount Paid
Miscellaneous Payment	
\$3.99 Credit Card Fee	3.99
Records Management - Certified Copies	32.00
Records Management - Copies	131.00
SUBTOTAL	166.99
PAYMENT TOTAL 166.99	
Credit Card (for counter payments) (Ref #3701714118) Tendered	166.99
Total Tendered Change	166.99 0.00
05/08/2017 04:00 PM	Cashier Station RM1
Audit 42229246	

OFFICIAL RECEIPT



800 West Monroe Street
 Jacksonville, FL 32202
 904-358-0222
 www.picterasolutions.com

Invoice

Invoice Date	7/23/2015
Due Date	8/22/2015
Invoice #	143806
Job #	87516

Bill To
Beka Laing Brigham Property Rights Law Firm 2963 Dupont Ave., Ste 3 Jacksonville, FL 32207

Ship To
Brigham Property Rights Law Firm 2963 Dupont Ave., Ste 3 Jacksonville, FL 32207 (904)730-9001

Client Matter # - Billing Reference #	Terms	Account Manager	Ship Date	Shipped Via
175.00 / Chapman	Net 30	Ron	7/23/2015	Free

Quantity	Item Code	Description	Price Each	Amount
4,350	60	Blowbacks	0.105	456.75
657	60A	Color Blowbacks	0.49	321.93

CLIENT# 175 MATTER# 00
 NAME Chapman
 REASON FOR CHARGES Pressing depo exh. #1210
 APPROVED BY _____
 PAY ASAP
 BOOKKEEPING USE ONLY
 POSTED IN PL BY _____ DATE _____
 PD. DATE 7/22 CKA 2252 AMT 3372.83

By signing this invoice, you are acknowledging that the "Bill To" party is responsible for the amount indicated in full, and will pay by the date as indicated above.
 WE CANNOT ACCEPT THIRD PARTY BILLING RESPONSIBILITY.

 Signature & Date

Federal Tax ID # 82-0579713

Subtotal	\$778.68
Sales Tax: (7.0%)	\$54.51
Total:	\$833.19
Balance Due	\$833.19



800 West Monroe Street
 Jacksonville, Fl. 32202
 904-358-0222
 www.picterasolutions.com

Invoice

Invoice Date	7/21/2015
Due Date	8/20/2015
Invoice #	143774
Job #	87483

Bill To
Trevor S. Hutson Brigham Property Rights Law Firm 2963 Dupont Ave., Ste 3 Jacksonville, FL 32207

Ship To
Brigham Property Rights Law Firm 2963 Dupont Ave., Ste 3 Jacksonville, FL 32207 (904)730-9001

Client Matter # - Billing Reference #	Terms	Account Manager	Ship Date	Shipped Via
CFX v. Chapman	Net 30	Ron	7/21/2015	Free

Quantity	Item Code	Description	Price Each	Amount
3	36C	36 x 48 Color Blow Up & Mount	275.00	825.00
1	36C	40 x 60 Color Blow Up & Mount	365.00	365.00
2	36	40 x 60 B&W Blow Up & Mount	130.00	260.00

CLIENT# 515 **MATTER#** 120
NAME Chapman
REASON FOR CHARGES _____

#1210
APPROVED BY _____ **DATE** _____
PAY ASAP _____ **HOLD** _____
BOOKKEEPING USE ONLY
POSTED IN PL BY _____ **DATE** _____
PD. DATE 7/22 **AMT** 3312.83

By signing this invoice, you are acknowledging that the "Bill To" party is responsible for the amount indicated in full, and will pay by the date as indicated above.
 WE CANNOT ACCEPT THIRD PARTY BILLING RESPONSIBILITY.

 Signature & Date

Federal Tax ID # 82-0579713

Subtotal	\$1,450.00
Sales Tax: (7.0%)	\$101.50
Total:	\$1,551.50
Balance Due	\$1,551.50

The Terra Alta Group, LLC
 12443 San Jose Blvd. Suite 504
 Jacksonville, FL 32223

Invoice

Invoice #: 1079
 Invoice Date: 4/18/2018
 Due Date: 4/18/2018
 Case:
 P.O. Number:

Bill To:
 Brigham Property Rights Law Firm, PLLC
 Attn: Andrew Brigham
 2963 Dupont Ave.
 Jacksonville, FL 32217-2740

Description	Hours/Qty	Rate	Amount
Creating mapping exhibits for Andrew, Ken and Matt (Lit) July - November mapping of CFX vs Chapman	45	100.00	4,500.00

CLIENT# 175 MATTER# 00
 NAME Chapman
 REASON FOR CHARGES _____
#1210
 APPROVED BY _____ DATE _____
 PAY AHEAD _____ HOLD _____
 BOOKKEEPING USE ONLY
 POSTED IN PL BY _____ DATE _____
 PD. DATE 5/20 CK# 2399 AMT 5100

Total		\$4,500.00
Payments/Credits		\$0.00
Balance Due		\$4,500.00

Beka Laing

Chapman

From: Attorney Conference <customers@attorney-conference.com>
Sent: Thursday, April 09, 2015 11:00 AM
To: Beka Laing
Subject: Conference Call Receipt

Attorney Conference
conference calling for Attorneys



Conference Call Receipt

This is **NOT** an invoice

Beka Laing (465356)
Brigham Property Rights Law Firm, PLLC
Thursday, April 9th 2015 @ 9:49am Eastern

Calling #	Caller Name	Date Time	Minutes	Cost
(904) 226-0220	WIRELESS CALLER	10:00am	48	\$2.88
(904) 356-2054	CANTRELL AND MO	10:00am	47	\$2.82
(904) 591-8336	BRIGHAM PROPERT	10:00am	48	\$2.88
*(904) 730-9001	BRIGHAM PROP RI	9:49am	59	\$3.54
Totals			202	\$12.12

* denotes the HOST

Attorney Conference
7652 Sawmill Rd.
Suite 156
Dublin, OH 43016
(877) 282-2087
customers@attorney-conference.com

</td>

Beka Laing

Chapman

From: Attorney Conference <sales@attorney-conference.com>
Sent: Tuesday, August 25, 2015 8:30 AM
To: Beka Laing
Subject: Conference Call Receipt



Conference Call Receipt

This is **NOT** an invoice

Beka Laing (465356)
Brigham Property Rights Law Firm, PLLC
Tuesday, August 25th 2015 @ 7:54am Eastern

Calling #	Caller Name	Date Time	Minutes	Cost
(407) 619-1907	CHAPMAN ESTHER	7:56am	28	\$1.68
(407) 690-5000	CFX	8:04am	20	\$1.20
(904) 509-7697	WIRELESS CALLER	7:54am	29	\$1.74
*(904) 591-8336	BRIGHAM PROPERT	7:54am	29	\$1.74
(954) 661-8340	CALLOWAY SIDNEY	7:54am	17	\$1.02
(954) 661-8340	CALLOWAY SIDNEY	8:10am	13	\$0.78
Totals			136	\$8.16

* denotes the HOST

Attorney Conference
7652 Sawmill Rd.
Suite 156
Dublin, OH 43016
(877) 282-2087
sales@attorney-conference.com

</td>

Chapman

INSHOP

Johns #1018
ps #1900
4-10-6199

08-20 12:47 PM
Tkr M

#10 Anchors Brew	5.99
#15 Club Tuna	5.99
#16 Club Lulu	5.99
#14 Bordlegger Clu	5.99

Jimmy Jalapeno Chips	1.25
Jimmy Jalapeno Chips	1.25

Subtotal 26.46
Sales Tax (7.%) 1.85

Total \$ 28.31

*** PAID ***

Credit Tendered 28.31 Tip 0.00

INSHOP

Order Taker: Natalie

Chk# 274



3302 HENDRICKS AVE
 JACKSONVILLE, FL 32207
 904.398.3701

WWW.METRODINER.COM

Date: Sep12'14 01:22PM
 Card Type: Mastercard
 Acct #: XXXXXXXXXXXXX1870
 Card Entry: SWIPE
 Trans Type: PUK:11ASE
 Trans Key: C1C010873775521
 Auth Code: 01293E
 Check: 7621
 Table: 7/1
 Server: 5044 DANIELLE

Subtotal: 47.66
 Tip: 8.00
 Total: 55.66

Signature:

I agree to pay above total according to my card issuer agreement.

Chapman



3302 HENDRICKS AVE
 JACKSONVILLE, FL 32207
 904.398.3701
 WWW.METRODINER.COM

5044 DANIELLE

Tbl 7/1 Ck 7621 Gst 4
 Sep12'14 12:50PM

2 WATER	0.00
2 ICED TEA	4.58
2 MAHI SAND	20.98
1 TUNA MELT	9.99
1 METRO CLUB	8.99

Subtotal 44.54
 Tax 3.12
 12:50PM Total 47.66

06/23/15 13:55

CLASS DRAFT

Station Fuel
200 South Mirage St.
Orlando, FL, 32801

Welcome to Chick-fil-A
Ormond Towne Square FSU (#00771)

Ormond Beach, FL
(386) 673-6424

James Wood, Operator

CUSTOMER COPY
6/9/2015 7:28:03 AM

DRIVE THRU

Order Number: 2974272

Kangaroo Exp 2574
1520 W Granada Blvd
Ormond Beach FL 32174
(386) 672-1686

WELCOME TO Longwood
CIRCLE K #5220
321-287-0240
00359082

MERCH ID: 275214
CAS-TER: 4013
TERMINAL: 479 Suntrust

Master Card

NAME: SAISHAM/ANDREW P
NLMB33: 00XXXXXXXFFFF@
EXPIRE: 12/14
ALT: 00322E
AWD_VT: 131

CHECK: 677112

TCTA: 31

1 CFA Bisc 2.19
1 BEC Bisc 2.69

Sub. Total: \$4.88

Tax: \$0.32

Total: \$5.20

Change \$0.00

MasterCard: \$5.20

Register: 2

Cashier: Kendra

It was our pleasure serving you!

Have a wonderful day.

Tran Seq No: 2974272

MasterCard

Card Num: XXXXXXXXXXXX1870

Terminal: KA13521886002

Approval: 00940E

Sequence: 017996

000000000-000

DATE 06/09/15
TIME 7:21 AM
AUTH# 00926E

MASTERCARD

PUMP PRODUCT PPG
04 MID \$2.969

GALLONS FUEL TOTAL
14.753 \$43.80

THANK YOU
HAVE A NICE DAY

DATE 06/08/15 08:27
PUMP # 05
PRODUCT: PLSUNL
GALLONS: 20.213
PRICE/G: \$ 2.899
FUEL SALE \$ 58.60
XXXXXXXXXXXX1870
Stn# 00359082
MASTERCARD
Inv# 8237934
Auth# 00880E

Learn how to
EARN REWARDS
with a Chevron
or Texaco
Credit Card
See application
for details

THANK YOU
HAVE A NICE DAY.
PLEASE COME BACK.



Sensible Food That Tastes Great!
Since 1977

BILL
SERVER 17648
2

REGULAR WATER 1.50
ORANGE JUICE 1.79
CHIPS 0.98

REGULAR
Taco Salad 9.37
Taco 9.37
Taco 0.61

REGULAR
CREDIT CARD 9.98
TAX 0.98

TOTAL

XXXXXXXXXXXXXXXXXXXX

ORDER NO:

ORDER CARD NUMBER 0001

PHONE NUMBER 7-02 R

1000 N. W. 10th Ave
Orlando, Florida
407-841-9030

Hamburger Mary's
110 West Church Street
Orlando, FL 32801

(321) 319-0600

www.HamburgerMarys-Orlando.com

Date: Jun09'15 01:50PM

Card Type: M.C.

Acct #: XXXXXXXXXXXX1870

Card Entry: SWIPED

Trans Type: PURCHASE

Trans Key: FIF004366080747

Auth Code: 00925E

Check: 9334

Table: 102/1

Server: 311 ELLEN P

Subtotal: 32.86

Tip: 5.00

Total: 37.86

Signature:

I agree to pay above total
according to my card issuer
agreement.
***** Customer Copy *****

6/9/2015 13:55

Trust

Order: 477112

Server: Angie

Terminal: 477

Master Card Check 1.79
1627 501's

Subtotal 1.79

Tax 0.12

Total 1.91

Master Card 1.91
XXXXXXXXXXXX1870

BILLY HAW/ANNE P

GRAND TOTAL 1.91

1477 24546 6/9/2015 13:55



Sensible Food That Tastes Great!
Since 1977

Store# 2001
Jacksonville
11105 San Jose Blvd
Jacksonville, FL 32223
904-260-1727

Store# 2001
Jacksonville
11105 San Jose Blvd
Jacksonville, FL 32223
904-260-1727

Server: Wilber
Andy/1
06/25/2015
7:45 PM
Guests: 1

#20063

BILL
SERVER 17403
2

SALE
6.79
6.79
0.10
7.78
1.95
1.99
1.99

Server: Wilber
07:44 PM
Andy/1
DOB: 06/25/2015
06/25/2015
2/20063

SALE

Mastercard
Card #XXXXXXXXXXXX1870
Magnetic card present: Yes
Card Entry Method: S

Order Type: WalkIn ToGo
Area: Pickup
Menu: D-BW Srvr\Cshr
Day Part: Dinner
Spicy General Fu
Chicken-R
Add on Crab Rangoon
1 Items
8.59
1.79

REGULAR
TAX
TAX
1.78

Amount: \$ 11.11

Subtotal 10.38
Tax 0.73
Total 11.11

CREDIT CARD 29.12

TIP: 2.00
Total: 29.12

Mastercard #XXXXXXXXXXXX1870
Auth:02540E
Balance Due 0.00

I agree to pay the above
total amount according to the
card issuer agreement.

Thank you for visiting
Mama Fu's Asian House
Jacksonville
Let us know how we are doing
and order online at:
www.mamafus.com

ORDER #02
904-260-1727
904-260-1727

11105 SAN JOSE BLVD
JACKSONVILLE, FL 32223

Thank you for visiting
Mama Fu's Asian House
Jacksonville
Let us know how we are doing
and order online at:
www.mamafus.com



Check Closed



5780 Major Boulevard • Orlando, FL 32819
 Phone (407) 351-1000 • Fax (407) 363-0106
 Reservations
 www.doubletree.com or 1-800-222-TREE

Name & Address

BRIGHAM, ANDREW

Room 1421/NQ2
 Arrival Date 6/24/2015 5:44:00 PM
 Departure Date 6/25/2015

Adult/Child 1/0
 Room Rate 109.00

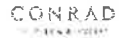
Rate Plan: LV6
 HH # 931699362 BLUE
 AL:
 Car:

Confirmation Number: 81669978

6/24/2015

Folio

DATE	REFERENCE	DESCRIPTION	AMOUNT
6/24/2015	7537558	PARKING-SELF	\$17.00
6/24/2015	7537558	PARKING TAX	\$1.11
6/24/2015	7537559	GUEST ROOM	\$109.00
6/24/2015	7537559	STATE TAX	\$7.09
6/24/2015	7537559	COUNTY TAX	\$6.54
		WILL BE SETTLED TO MC*1870	\$140.74
		EFFECTIVE BALANCE OF	\$0.00



ACCOUNT NO.

CARD MEMBER NAME

ESTABLISHMENT NO. & LOCATION ESTABLISHMENT AGREES TO TRANSMIT TO CARD HOLDER FOR PAYMENT

CARD MEMBER'S SIGNATURE
X

DATE OF CHARGE FOLIO NO /CHECK NO
 1171698 A

AUTHORIZATION INITIAL

PURCHASES & SERVICES

TAXES

TIPS & MISC.

TOTAL AMOUNT

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND

PAYMENT DUE UPON RECEIPT - 1.5% PER MONTH INTEREST CHARGE WILL BE APPLIED TO ALL PAST DUE INVOICES.



STARBUCKS Store #13645
105 Fireworks Alley
Saint Augustine, FL (904) 810-0771

CHK 736727

06/30/2015 06:19 AM
1876090 Drawer: 1 Reg: 2

Vt Dark Roast 2.35
Rf Trky Bacon Sand 3.45
Mastercard 6.15
XXXXXXXXXXXX1870

Subtotal \$5.80
Tax 6.0% \$0.35
Total \$6.15
Change Due \$0.00

Check Closed
06/30/2015 06:19 AM

New members get a FREE DRINK
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

Courthouse Garage
46 East Amelia Street
Orlando, FL 32801

Fee Computer Number: 31
Cashier: Daisy JD #39
Transaction Number: 77
Entered: 06/30/2015 08:03 AM
Exited: 06/30/2015 09:25 AM
Ticket #65906 Dispenser #33
Rate: Courthouse Garage
Total Fee: \$4.00
Cash: \$5.00
Change: \$1.00

Thank you for choosing
Courthouse House Avenue Parking Garage
Have a nice day

Starbucks
Grand Bohemian
Orlando, FL

99053 Evanise

CHK 5859

06JUL'15 12:48PM

1 Coffee G 2.25

Subtotal 2.25
Tax 0.15
Payment 2.40
---99053 Closed JUL06 12:49PM---

SPEEDWAY
0006658
Winter Park
FL 32789-3312
(407)628-1126
TRAN#: 246233
Pump 12
Plus, Self Serve, Ca
19.89 @ \$2.779/GAL
GAS TOTAL \$55.30
TAX \$0.00
TOTAL \$55.30

Master Card
Card Num :
XXXXXXXXXXXX1870
TERM: 0050006658001
TRANS TYPE: CAPTURE
APP#: 03052E
BATCH #: 42
SEQ#: 181042023
ENTRY METHOD: ICR
06/30/2015 11:45:20

Cardholder agrees to
pay to issuer total
charges per the
agreement between
cardholder & issuer.
VISIT US AT
WWW.SPEEDWAY.COM
CUSTOMER SERVICE
1-800-643-1948
M-F 8:30A-5:30P EST



Sensible Food That Tastes Great!
Since 1977

Welcome to GATE
Store # 1209
12548 San Jose Blvd
Jacksonville FL
32223
(904) 260-2732

74
00519E
00/01

RECEIPT #80508
07/06/2015
17:44

SALE - Card Swiped
TOTAL SALE \$ 51.20
MC Acct#
*****1870
Refer #0000988
Batch #3850
Sequence #8263
Approval #00610E

Thank you for choosing you GATE+

Magnolia Square Market

117 S MAGNOLIA AVE
SANFORD, FL 32771
4078784942

Hollerbach's Magnolia Square Market a
True German Deli

ORDER: 61

Cashier: Syd
30-Jun-2015 12:41:07P
1 Ruben
1 Dasani
\$7.99
\$1.49

Subtotal \$9.48
Tax \$0.66

Total \$10.14
CREDIT CARD SALE
MASTERCARD 1870 \$10.14

30-Jun-2015 12:41:17P
\$10.14 | Method: SWIPE
MASTERCARD XXXX XXXXXX1870
Ref #: 518100009708 | Auth #: 03090E
MID: 825317489888
SIGNATURE VERIFIED

Order: 5WKH4HJB7JJD2

Don't forget Sausage Special Thursdays!!
\$2.00 off all select fresh link sausages!

Online: <https://clover.com/pv/RKEHNE53BRARM>



RKTHNE53BRARM

1209 SAN JOSE BLVD
JACKSONVILLE FL 32223
(904) 260-2732

Kelly, Tysetko, 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
Flour Tortilla	
NO Onion	
---2Tacos---	
Bik Bns & Rice	1.99

Subtotal	7.88
Tax	0.48

EAT IN Total 8.36 - 2.79

Cash	20.00
------	-------

Change	11.64
--------	-------

--- Check Closed ---

EXPENSE REPORT

NAME: Ryan Fleming DEPT. OR SALES OFFICE: _____ REPORT DATE: 6/19/14 DATE FROM: 6/1/14 TO: 6/30/14
 BUSINESS PURPOSE: _____ ACCOUNT NO.: _____

DATE	TRANSPORTATION		AUTOMOBILE EXPENSES ***	LOCAL TAXI, CARRIAGE, TOLL, ETC.	LODGING	MEALS (ITEMIZE BUSINESS ...)			ENTERTAINMENT ***	MISCELLANEOUS ***	TOTAL
	AIR, RAIL, BUS, ETC.	LIMOUSINE, CAR RENTAL, ETC.				BREAKFAST	LUNCH	DINNER			
<u>6/24</u>	<u>Relly / Spk, Chapman</u>						<u>278 miles</u>	<u>1 x 92</u>			<u>155</u>
								<u>(2 x 93)</u>			<u>68</u>

NAME

Ken Fleming

DEPARTMENT

Chapman

EXPENSE REPORT

PERIOD ENDING

ITEMIZE ALL REIMBURSABLE EXPENSES IN APPROPRIATE BLANKS - ITEMIZE ANY NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY.

DAY	CITY AND STATE	LODGING	AIR, RAIL ETC.	TRANSPORTATION			BREAKFAST	BUSINESS MEALS			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL
				RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUB. LIC. TRANSIT	AUTO EXPENSES (itemize below)		Itemize Below	LUNCH	DINNER			
SUN	Trip to Apopka - Photo Appraisal camps												235.75
MON													
TUE													
WED													
THU													
FRI													
SAT													
WEEKLY CATEGORY TOTALS \$													
WEEKLY TOTAL OF EXPENSES \$													

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT

DEDUCT FROM MY ADVANCE OR MAIL TO

260.22

SIGNATURE 

APPROVED BY

44B-950N • Carbonless Speediset® Forms

DATE	NAME OF PERSON(S) ENTERTAINED: COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
7/20 7/20	Ride KFE			3 7	4 8

ITEMIZED AUTOMOBILE EXPENSES		ITEMIZED MISCELLANEOUS EXPENSES	
DATE	AMOUNT	DATE	AMOUNT
	MILEAGE, GAS, PARKING, REPAIRS, ETC.		
	Tolls		
	13		50

FLORIDA TURNPIKE ENTERPRISE

CUSTOMER TOLL RECEIPT

WESTERN-BELTWAY

FLORIDA TURNPIKE ENTERPRISE

PLAZA 003500 LANE 02
COLL R183
TOLL DUE 1.25
PAID 1.25 CHANGE 0.00
PAY TYPE CASH
07/20/15-15:56:11.815
<http://www.surpass.com>
1-888-865-5352
Thank you!

THANK YOU

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

INDEPENDENCE

Lane: 1 Collector: 9317

Mon Jul 20 15:17:45 2015

Toll paid: \$ 1.50

FLORIDA TURNPIKE ENTERPRISE

CUSTOMER TOLL RECEIPT

Lake Jesup ML

FLORIDA TURNPIKE ENTERPRISE

PLAZA 008100 LANE 04
COLL 5299
TOLL DUE 2.25
PAID 2.25 CHANGE 7.75
PAY TYPE CASH
07/20/15-17:20:45.450
<http://www.surpass.com>
1-888-865-5352
Thank you!

THANK YOU

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

ECOGY CREEK

Lane: 2 Collector: 8614

Mon Jul 20 16:10:28 2015

Toll paid: \$ 1.50

FLORIDA TURNPIKE ENTERPRISE

CUSTOMER TOLL RECEIPT

Celebration ML

FLORIDA TURNPIKE ENTERPRISE

PLAZA 003300 LANE 07
COLL S068
TOLL DUE 1.00
PAID 1.00 CHANGE 4.00
PAY TYPE CASH
07/20/15-16:06:29.387
<http://www.surpass.com>
1-888-865-5352
Thank you!

THANK YOU

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

CURRY FORD

Lane: 16 Collector: 4024

Mon Jul 20 17:00:37 2015

Toll paid: \$ 1.00



STORE 091
 1625 Courty Road 210 West
 Jacksonville, FL 32259
 (904) 826-3618
 07/20/2015

Chapman

SALE
 Transaction #: 6190572
 Qt/ Name Price Total
 32oz Fountain 1.45 1.00
 FIN/Frozen/Tea\$1.00 -0.45
 Stk Ch Biscuit 2.29 2.29
 Subtotal 3.29
 Sales Tax 0.20
 Gen Merch Rate 0.20
 Total 3.49

Received:
 Debit Card SWIPED 3.49
 (XXXXXXXXXX)9815
 APPROVED
 Auth #: 470235

***** PROMO\COMBO SAVINGS: 0.45*****



009106130572

Pos: 6 Clerk: 515 C7/20/2015 08:24:25
 #ORIGINAL RECEIPT

FLORIDA TURNPIKE ENTERPRISE

CUSTOMER TOLL RECEIPT

WESTERN-BELTWAY

FLORIDA TURNPIKE ENTERPRISE

PLAZA 003500 LANE 02
 COLL R461
 TOLL DUE 1.25
 PAID 1.25 CHANGE 0.00
 PAY TYPE CASH
 07/20/15-15:28:04.665
<http://www.sunpass.com>
 1-888-865-5352
 Thank you!

THANK YOU

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

UNIVERSITY AVE.

Lane: 2 Collector: 6499

Mon Jul 20 17:09:01 2015

Toll paid: \$ 1.00

FLORIDA TURNPIKE ENTERPRISE

CUSTOMER TOLL RECEIPT

Western Beltway

FLORIDA TURNPIKE ENTERPRISE

PLAZA 003500 LANE 13
 COLL C013
 TOLL DUE 1.25
 PAID 1.25 CHANGE 0.00
 PAY TYPE CASH
 07/20/15-15:35:01.174
<http://www.sunpass.com>
 1-888-865-5352
 Thank you!

THANK YOU

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

JOHN YOUNG

Lane: 1 Collector: 9450

Mon Jul 20 16:14:15 2015

Toll paid: \$ 1.50

Chapman

KFC

Restaurant #X309014

3930 University Blvd W
Jacksonville
(904)737-2252

Ticket #3470

2015-07-20

7:21 PM

X309014 3 48 3470

Cashier: Regina

Fill Up Box	5.00
3 Ec Tender	
+ Sauce	
FLG	
8oz Mash & Gvy	
Biscuit	
Md Dr Pepper	
CChip Ckie	
Hot Wings Only	1.99
3 Hot Wing	
Tax	0.49
CARRY OUT	\$7.48
CASH NEXT	\$8.00
Change	\$0.52

Get a
FREE GO CUP
WITH PURCHASE OF ANY DRINK
on your next visit

Go To:
WWW.MYKFC EXPERIENCE.COM
within 7 days
and tell us about your visit

Survey Code:
X3090140720153470

Write the validation code below and
bring your receipt to redeem in store!

Void where prohibited. Limit one per
guest per visit. Offer valid only at
this KFC. Not valid with any other offer
Expires 30 days after receipt date.
Surveys can also be completed
via phone at 800-542-0299.

Thank You


Please Come Again Soon

Tab I

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: October 16, 2017

RE: Resolution Declaring Property as Surplus Property Available for Sale
Location: S.R. 417, south of the Orlando International Airport, west of Narcoossee Road, adjacent to the Lake Nona Development of Regional Impact

INTRODUCTION

The Boggy Creek Improvement District (“BCID”), a local-unit of special-purpose government existing under the laws of the State of Florida, has made an application to use or purchase a 0.229-acre, triangularly-shaped piece of property (“the Parcel”) from the Central Florida Expressway Authority (“CFX”) for public road right of way purposes. BCID has offered to pay the appraised value for the Parcel and, as further consideration, has offered to donate to CFX, by way of assignment, a drainage easement (“Drainage Easement”) to reroute the existing drainage from CFX’s retention pond to the drainage property.

Before considering BCID’s request, CFX must first evaluate whether the Parcel should be declared surplus property.

BACKGROUND INFORMATION

CFX has adopted a Policy Regarding the Disposition of Excess Lands, codified in section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Policy”), which Policy provides, in part, for the disposal of real property unnecessary or unsuitable for CFX’s use. Pursuant to the Policy, “Excess Property” is “[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff.”

Where excess property is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes, the CFX Board may declare such excess property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold.

Further, the Policy allows CFX to waive any procedure for the disposition of surplus property upon a recommendation of the Right of Way Committee and Executive Director, where deemed to be in the best interest of CFX and the public. Policy, §§ 5-1.01 & 5-6.04.

DESCRIPTION OF PARCEL

CFX staff and its General Engineering Consultant have examined the footprint of the Parcel and determined that the Parcel is currently within CFX's operating Right of Way limits, but the Parcel is not needed to support existing Expressway Facilities. CFX's General Engineering Consultant has certified that the Parcel will not be needed for the present or future construction, operation or maintenance of the Expressway Facility and that the disposition of the Parcel would not impede or restrict the Expressway System as shown by **Attachment "1."**

As a result, the Parcel can be declared Surplus Property by the CFX Board through the adoption of a resolution.

REQUEST

We request the Committee's recommendation for Board approval of the attached Resolution Declaring the Property as Surplus Property Available for Sale for the reasons and conditions set forth in the Resolution.

Attachments:

1. Certificate from CFX's General Engineering Consultant
2. Resolution Declaring Property as Surplus Property and Available for Sale

October 10, 2017

Joseph A. Berenis, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

Re: Disposition of Property
SR 417, Project 455, Parcel 45-501 (Partial) and Limited Access Rights

Dear Mr. Berenis:

We have reviewed the limits of the parcels described in the attached legal descriptions, the plans for SR 417 Project 455, along with CFX's future plans for this area. We certify that, if the CFX remainder property is fenced as shown on the attached plans prepared by Donald W. McIntosh and Associates, Inc. dated September 14, 2017, this parcel is not essential for the operation of the Expressway System and disposition of the parcel would not impede or restrict the current or future construction, operation or maintenance by the Central Florida Expressway Authority (CFX) of the Expressway System.

Sincerely,

R. Keith Jackson, P.E.
GEC Program Manager

c: Laura Kelley, Executive Director
Joseph Passiatore, General Counsel
Linda Brehmer Lanosa, Deputy General Counsel
Glenn Pressimone, Director of Engineering.

Attachments

CONSULTANTS

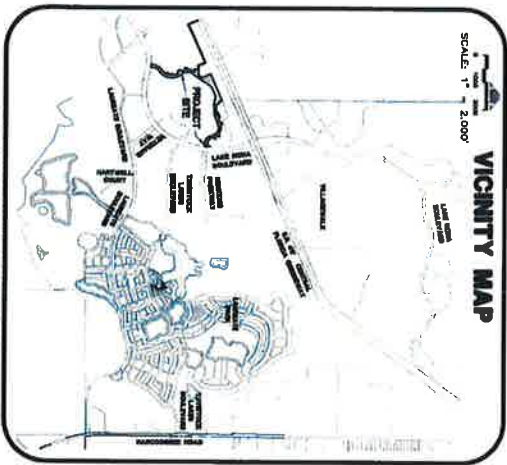
CH2M Engineering
 Donald W. McIntosh Associates, Inc.
 2000 Park Avenue North
 Winter Park, Florida 32789
 Contact: David Banick P.E.
 Phone (407) 944-4055
 Fax (407) 944-4318

Travis Engineers
 Gannon & Associates, Inc.
 222 East Robinson Street, Suite 400
 Orlando, Florida 32801
 Contact: James J. Gannon P.E.
 Phone (407) 540-0255
 Fax (407) 540-0250

Geotechnical:
 PEG
 1748 South Street
 Orlando, Florida 32801
 Contact: Robert A. Thompson, P.E.
 Phone (407) 304-6990
 Fax (407) 304-1200

Legal Counsel:
 Board and Counsel
 3021 Orange Avenue, Suite 1400
 Orlando, Florida 32801
 Contact: Mel Sam Bennett, Esq.
 Phone (407) 558-4200
 Fax (407) 558-8177

Landscape/Architectural:
 LandScape
 1018 Orange Avenue, Suite 700
 Orlando, Florida 32801
 Contact: Jean J. Bergman, P.A. A.S.A. C.A.S.P.
 Phone (407) 270-7800



SECTION 28, TOWNSHIP 24S, RANGE 30E
 PROPERTY APPRAISER PARCEL ID # 28-24-00-0000-00-022

FINAL ENGINEERING PLAN LAKE NONA NEMOURS PARKWAY WEST AND LIFT STATION NO. 10 CITY OF ORLANDO, FLORIDA

PREPARED FOR
TAVISTOCK DEVELOPMENT COMPANY, LLC
 6900 TAVISTOCK LAKES BLVD., SUITE 200
 ORLANDO, FLORIDA 32827
 407.851.9091
 CONTACT: JAMES L. ZBORIL

SITE DATA
 PROJECT AREA 17.8 ACRES
 EXISTING ZONING P.D.
 SMAP PHASE 1 APR. 2013-00019
 SMAP PHASE 2A APR. 2016-00055
 PRELIMINARY PLAT SUB 2017-00014
 ENGINEERING ENG 2017-00790

REVISED SEPTEMBER 14, 2017
 MAY 9, 2017



DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2300 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4088
 CERTIFICATE OF AUTHORIZATION NO. 018

THE ENGINEERING MANAGEMENT SYSTEM HAS BEEN USED IN ACCORDANCE WITH THE CITY OF ORLANDO ENGINEERING STANDARDS MANUAL AND THE PROFESSIONAL ENGINEERING REGULATIONS AND SPECIFICATIONS. THE ENGINEERING MANAGEMENT SYSTEM HAS BEEN USED IN ACCORDANCE WITH THE CITY OF ORLANDO ENGINEERING STANDARDS MANUAL AND THE PROFESSIONAL ENGINEERING REGULATIONS AND SPECIFICATIONS. THE ENGINEERING MANAGEMENT SYSTEM HAS BEEN USED IN ACCORDANCE WITH THE CITY OF ORLANDO ENGINEERING STANDARDS MANUAL AND THE PROFESSIONAL ENGINEERING REGULATIONS AND SPECIFICATIONS.

UTILITY COMPANIES

City of Orlando
 Wastewater & Purified Water
 5100 E. McDonald Road
 Orlando, Florida 32822
 Contact: David Banick P.E.
 Phone (407) 246-5525
 Fax (407) 246-2888

Orlando Utilities Commission
 Water Division
 8003 Peering Avenue
 Orlando, Florida 32822
 Contact: Jerry Reynolds
 Phone (407) 246-5525
 Fax (407) 944-8521

Orlando Utilities Commission
 Electrical Division
 8003 Peering Avenue
 Orlando, Florida 32822
 Contact: Juan Diaz
 Phone (407) 434-4143
 Fax (407) 434-4329

TECO Pipeline Gas System, Inc
 6900 West Robinson Street
 Orlando, Florida 32822-2433
 Contact: Ms. Bruce Stout
 Phone (407) 420-8608
 Fax (407) 858-0788

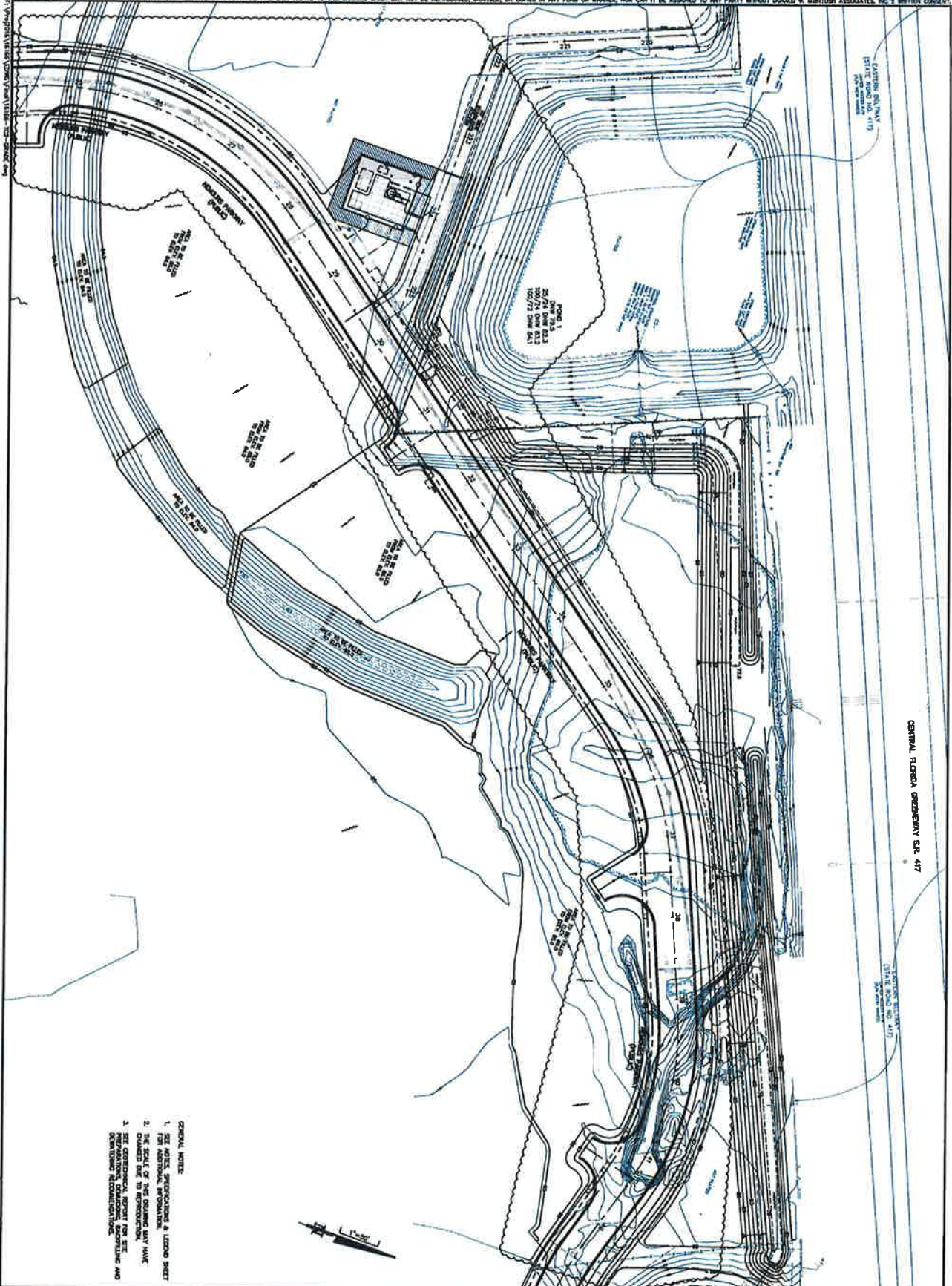
Dale Technologies
 6900 Teelbeck Lakes Blvd Suite 200
 Orlando, FL 32827
 Contact: David Dowell
 Phone (407) 513-1945

SHEET INDEX	
000	CONTRACT
001	NOTES, SPECIFICATIONS AND LEGEND
002	PRELIMINARY PLAN AND DEVELOPMENT NOTES
003	EXISTING CONDITIONS PLAN
004	ADJUSTED CONDITIONS PLAN
005	WATER MAIN PLAN
006	SEWER MAIN PLAN
007	STORM DRAINAGE PLAN
008	TYPICAL PAVEMENT SECTION
009	EXHAUSTION AND PORT-LAND SAND DRAIN
010	RIGHT-OF-WAY PLAN
011	TURNING MOVEMENT PLAN
012	WATER DRAINAGE PLAN
013	ORLANDO PLAN
014	UNDEVELOPED PLAN
015	FINISHED DRIVE SECTION
016	TYPICAL PAVEMENT SECTION
017	CENTRAL STRUCTURE DETAILS
018	ORLANDO AND DRIVE DETAILS
019	ORLANDO AND DRIVE DETAILS
020	SECTION THROUGH SAND AND SLURRY LAYER PLAN
021	SECTION THROUGH SAND AND SLURRY LAYER PLAN
022	SECTION THROUGH SAND AND SLURRY LAYER PLAN
023	SECTION THROUGH SAND AND SLURRY LAYER PLAN
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050	SECTION THROUGH SAND AND SLURRY LAYER PLAN

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

DAVID BANICK
 P.E. No. 44602
 DATE

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- GENERAL NOTES:
1. SEE NOTES, SPECIFICATIONS & LEGEND SHEET
 2. THE DATE OF REVISIONS MAY VARY
 3. SEE GEOTECHNICAL REPORT FOR SITE INVESTIGATION, DESIGN, RECOMMENDATIONS AND REVISIONS RECOMMENDATIONS.

CENTRAL FLORIDA GREENWAY, S.R. 417

DRAWING NO. 10186-102-GRADE
SHEET C312
43 OF 122

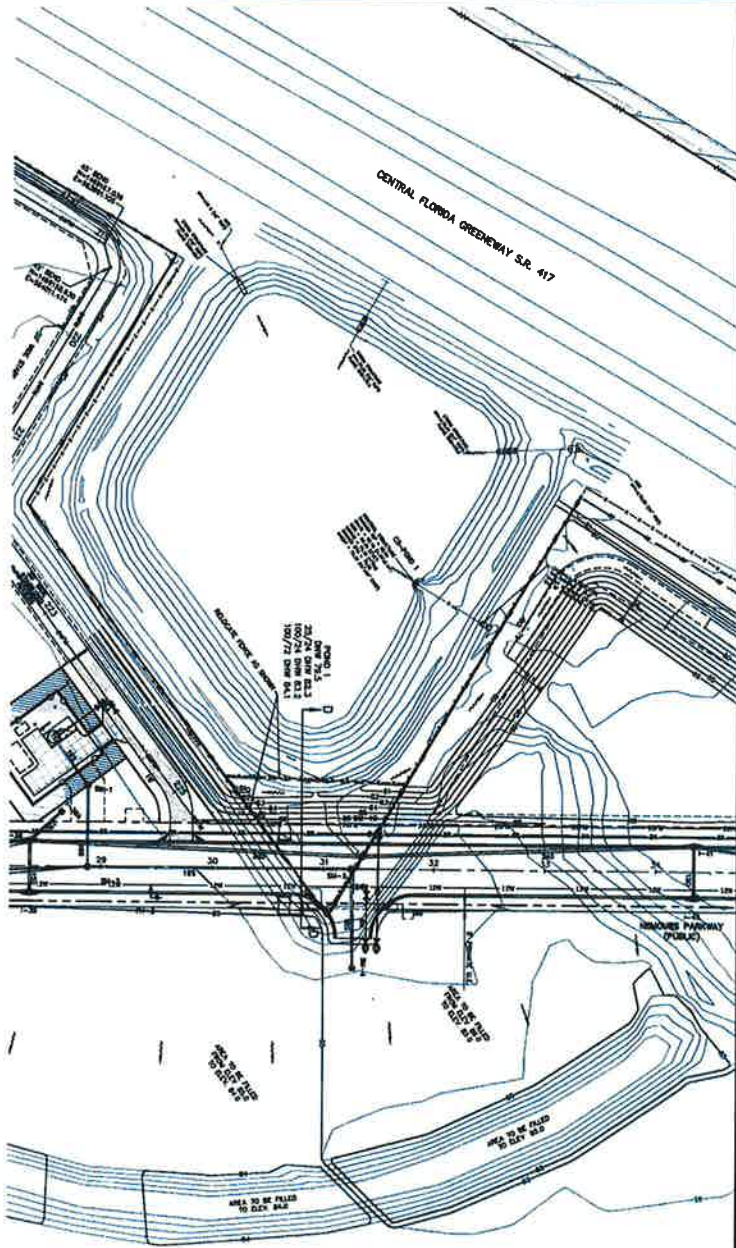
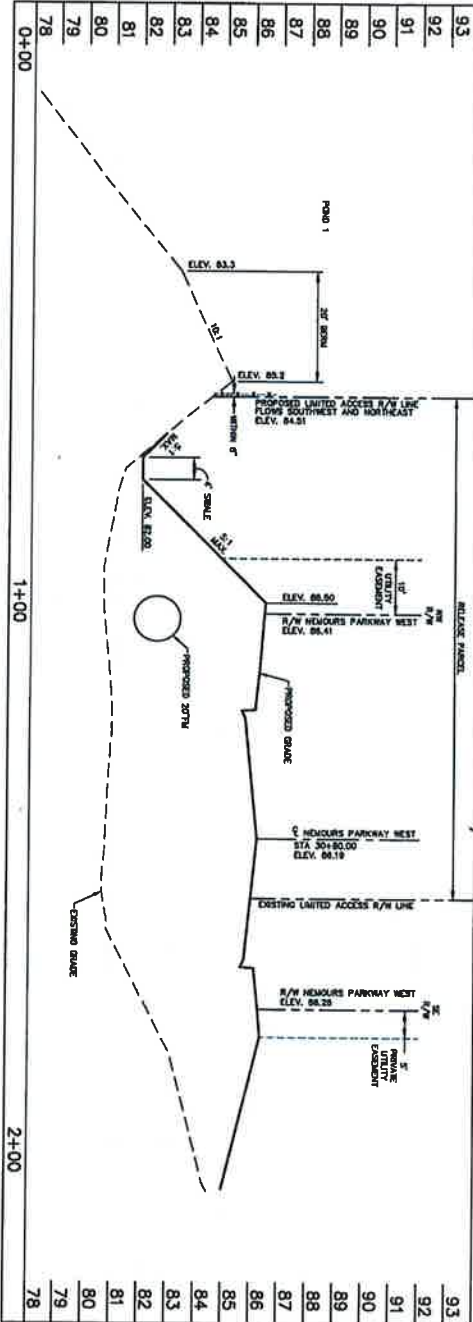
LAKE NONA
NEMOURS PARKWAY WEST
AND LIFT STATION NO. 10
CITY OF ORLANDO, FLORIDA
GRADING PLAN

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
8000 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4000
CERTIFICATE OF ADOPTION NO. 88

DRAWN BY	REPORTED BY	CHECKED BY	DATE	SCALE	JOB NUMBER
RTM	JAF	RJW	3/9/17	1"=50'	18188

NO.	DATE	REVISIONS	CHK.
1	3/9/17	REVISED FOR CLIENT REVIEW	RLW
2	3/9/17	UPDATED FLOOD STAGES	RLW
3	7/27/17	REVISED DRAINAGE, FLOOD ELEVATIONS AND ADDED FLOW LIMITS	RLW
4	8/1/17	REVISED DRAINAGE, FLOOD ELEVATIONS AND ADDED FLOW LIMITS	RLW

KIRBY L. WHITE
FLORIDA P.E. No. 44802
DATE:



- GENERAL NOTES:**
- SEE NOTES, SPECIFICATIONS & LEGEND SHEET FOR ADDITIONAL INFORMATION.
 - THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.
 - ELEVATIONS SHOWN HEREON ARE IN METERS ON THE BASIS OF A SEA LEVEL DATUM (PAGODA) PROVIDED BY THE COUNTY ENGINEER. ALL ELEVATIONS ARE TO BE ADJUSTED TO THE NATIONAL ADJUSTED LEVEL OF HIGHEST POINT, ACCORDING TO THE DATA ELIMINATION OF GRAVITY CRUSTY BOUNDARY. THE POINTS ARE SHOWN IN FIG. 10000 (DWARDS) TO CORRECT ELEVATIONS AND DATA TO THE ELEVATIONS SHOWN HEREON. (DWARDS) (ELEV. 10000 (DWARDS) + 0.29 = ELEV. 10000 (NAD83)).

DRAWING NO. 18180-102-1002
SHEET C319
50 OF 120

**LAKE NONA
NEMOURS PARKWAY WEST
AND LIFT STATION NO. 10
CITY OF ORLANDO, FLORIDA
PERIMETER CROSS SECTIONS**

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
8000 PARK AVENUE NORTH, WINTER PARK, FL 32789 407-944-4008
CERTIFICATE OF AUTHORIZATION NO. 88

DRAWN BY: STJ	DESIGNED BY: JAF	CHECKED BY: K.L.W.	DATE: 5/9/17	SCALE: AS SHOWN	JOB NUMBER: 18180
---------------	------------------	--------------------	--------------	-----------------	-------------------

KERRY L. WHITE FLORIDA P.E. NO. 64802	
DATE:	
NO.	DATE
1	5/11/17
2	5/11/17
3	5/11/17
4	5/11/17
5	5/11/17
6	5/11/17
7	5/11/17
8	5/11/17
9	5/11/17
10	5/11/17
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**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DECLARING PROPERTY AS SURPLUS PROPERTY
AVAILABLE FOR SALE**

WHEREAS, the Central Florida Expressway (“CFX”), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facility”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Policy”), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX’s use; and

WHEREAS, pursuant to the Policy, “Excess Property” is “[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff;” and

WHEREAS, pursuant to the Policy, where excess property is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes, the CFX Board may declare such excess property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, section 5-1.01 of the Policy allows CFX to waive the procedures in a particular circumstance where deemed to be in the best interest of CFX and the public, provided that such waiver is not in conflict with state or federal law; and

WHEREAS, CFX staff and its General Engineering Consultant has examined the footprint of the retention pond located just south of the Orlando International Airport, west of Narcoossee Road, east of Boggy Creek Road, along the southeast side of State Road (“S.R.”) 417, adjacent to the Lake Nona Development of Regional Impact, and determined that a 0.229-acre, triangularly-shaped corner of the property, depicted in **Exhibit “A”** attached hereto and referred to as “the Parcel,” is currently within CFX’s operating Right of Way limits, but is not needed to support existing Expressway Facilities; and

WHEREAS, CFX's General Engineering Consultant has certified that the Parcel will not be needed for the present or future construction, operation or maintenance of the Expressway Facilities; and

WHEREAS, the BOGGY CREEK IMPROVEMENT DISTRICT (“BCID”), a local-unit of special-purpose government existing under the laws of the State of Florida, has made an application to use the Parcel from CFX for public road right of way purposes and has offered to pay the appraised value of the parcel plus donate by way of assignment a drainage easement in favor of CFX; and

WHEREAS, CFX’s Right of Way Committee has determined that it is in the best interest of CFX and the public to designate the Parcel as excess property; and

WHEREAS, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that that the Parcel be designated as excess property and that the CFX Board adopt a resolution declaring the Parcel to be Surplus Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. CFX hereby declares that the Parcel identified in **Exhibit “A”** attached hereto (“Parcel”) is not essential for present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes and is Excess Property.
2. Finding it is in the best interest of CFX and the public to declare the Parcel as Surplus Property, CFX hereby declares the Parcel as Surplus Property available for sale.
3. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2017.

Buddy Dyer, Chairman

ATTEST: _____
Mimi Lamaute
Board Services Coordinator

Approved as to form and legality

Joseph L. Passiatore, General Counsel

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
 RELEASE PARCEL
 STATE ROAD 417, PROJECT 455, PARCEL 45-501 (PARTIAL)
 SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR SKETCH

DESCRIPTION:

That part of Section 26, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Northeast 1/4 of said Section 26; thence N89°31'49"W along the North line of said Northeast 1/4 for a distance of 739.93 feet to the Southerly limited access right-of-way line of State Road No. 417, as described in Official Records Book 4345, Page 3237, of the Public Records of Orange County, Florida; thence run the following courses and distances along said Southerly limited access right-of-way line: S66°42'07"W, 117.67 feet; S23°17'53"E, 305.00 feet; S66°42'07"W, 450.00 feet; N23°17'53"W, 305.00 feet; S66°42'07"W, 1700.00 feet; S23°17'53"E, 305.29 feet to the POINT OF BEGINNING; continue S23°17'53"E, 138.83 feet; S89°50'51"W, 156.13 feet; thence departing said Southerly limited access right-of-way line run N38°21'09"E, 163.13 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined factor of 0.99994883912, NAD 83 Datum (2011 adjustment).

Reserving all rights of ingress, egress, light, air and view to, from or across any SR 417 right of way property which may accrue to any property adjoining said right or way.

Containing 0.229 acres more or less being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on North line of the Northeast 1/4 of Section 26, Township 24 South, Range 30 East, being N89°31'49"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm. Surveyor has reviewed the following items listed in Schedule B - Section 2 of First American Title Insurance Company Certificate of Title Information, Agent File No.: CFX-RW Release, First American File Number 2037-3765036, Effective Date May 18, 2017, for easements and rights-of-way as provided to Donald W. McIntosh Associates, Inc. and finds none.

The property may also be subject to other matters set forth in said Certificate of Title Information.

LEGEND

SECTION 26-24-30 SECTION, TOWNSHIP, RANGE
 PB PLAT BOOK
 PGS PAGES
 L1 LINE NUMBER (SEE TABLE)
 R/W RIGHT-OF-WAY
 ORB OFFICIAL RECORDS BOOK

DATE	BY	DESCRIPTION
10/12/17	PH	Revised Sketch
9/25/17	PH	Revised Legal Description
6/28/17	PH	Revised Notes

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 LIMITED ACCESS R/W - RELEASE PARCEL
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. MCINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Groseman October 12, 2017
 Florida Registered Surveyor and Mapper
 Certificate No. 5048
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

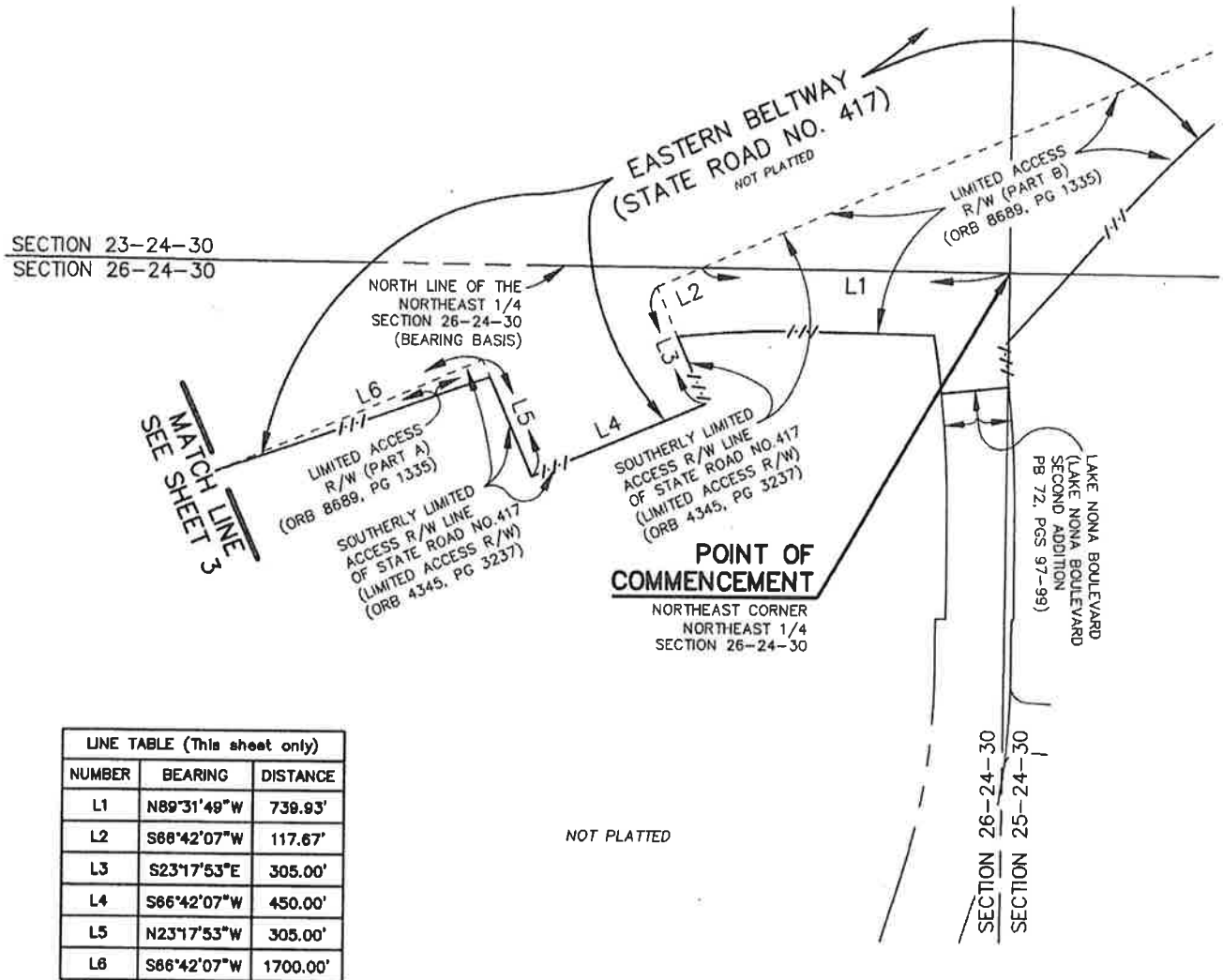
DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16166	SCALE N/A	SHEET 1 OF 3
DATE: 5/2017	DATE: 5/2017			

EXHIBIT "A"

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
 RELEASE PARCEL
 STATE ROAD 417, PROJECT 455, PARCEL 45-501 (PARTIAL)
 SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR SKETCH

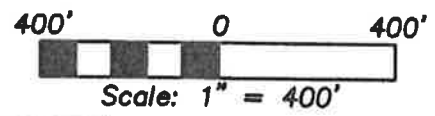
All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.



LINE TABLE (This sheet only)		
NUMBER	BEARING	DISTANCE
L1	N89°31'49"W	739.93'
L2	S68°42'07"W	117.67'
L3	S23°17'53"E	305.00'
L4	S66°42'07"W	450.00'
L5	N23°17'53"W	305.00'
L6	S86°42'07"W	1700.00'

NOT PLATTED

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 LIMITED ACCESS R/W - RELEASE PARCEL
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)

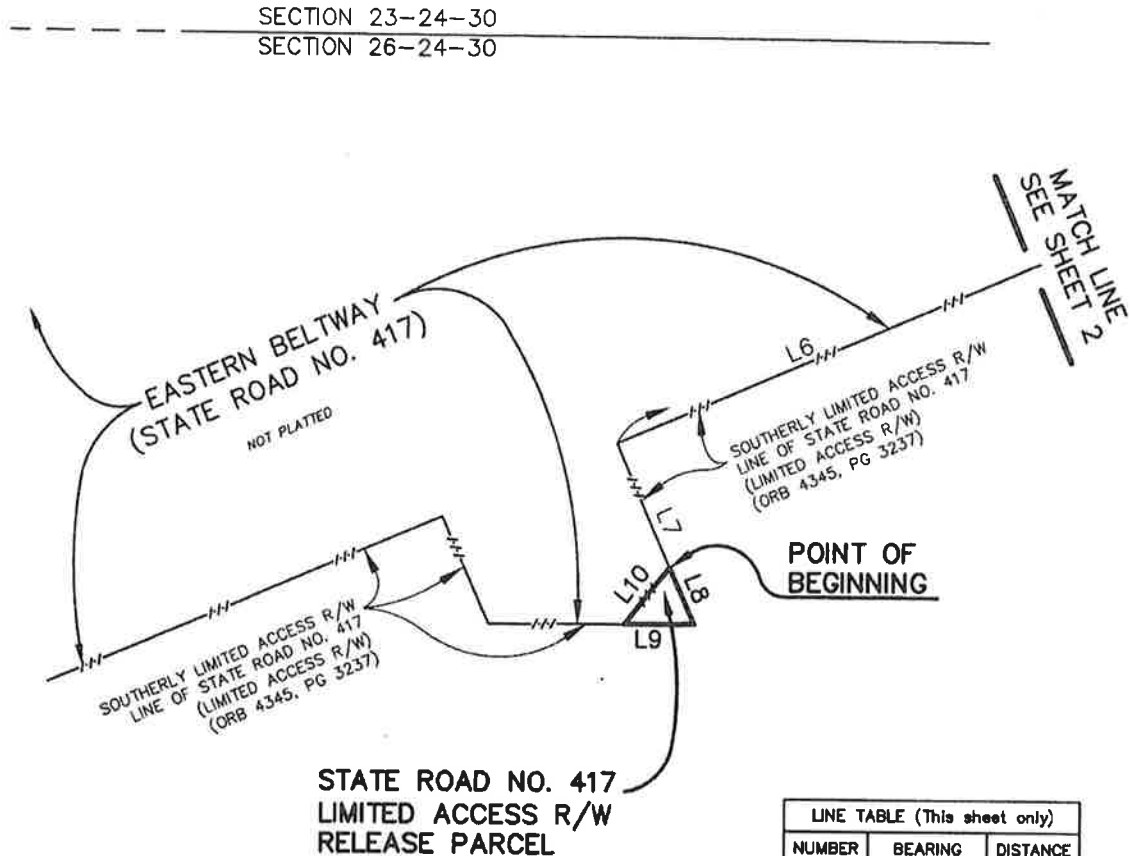


	DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68			
	DRAWN BY: <u>PH</u> DATE: <u>5/2017</u>	CHECKED BY: <u>SG</u> DATE: <u>5/2017</u>	JOB NO. <u>16166</u>	SCALE <u>1"=400'</u>

SKETCH OF DESCRIPTION

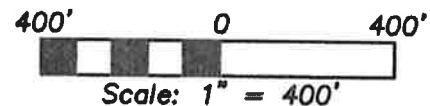
STATE ROAD 417 LIMITED ACCESS R/W
 RELEASE PARCEL
 STATE ROAD 417, PROJECT 455, PARCEL 45-501 (PARTIAL)
 SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR SKETCH

All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.



LINE TABLE (This sheet only)		
NUMBER	BEARING	DISTANCE
L6	S66°42'07"W	1700.00'
L7	S23°17'53"E	305.29'
L8	S23°17'53"E	138.83'
L9	S89°50'51"W	156.13'
L10	N38°21'09"E	163.13'

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 LIMITED ACCESS R/W - RELEASE PARCEL
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



	DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68			
	DRAWN BY: <u>PH</u> DATE: <u>5/2017</u>	CHECKED BY: <u>SG</u> DATE: <u>5/2017</u>	JOB NO. <u>16166</u>	SCALE <u>1"=400'</u>

Tab J

MEMORANDUM

TO: Right of Way Committee Members

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

DATE: October 16, 2017

RE: Request from the Boggy Creek Improvement District for Use of a Portion of Parcel 45-501 for Public Road Right-of-Way Purposes plus the Donation via Assignment to CFX of a Drainage Easement
Location: S.R. 417, south of the Orlando International Airport, west of Narcoossee Road, adjacent to the Lake Nona Development of Regional Impact

REQUEST

The Boggy Creek Improvement District (“BCID”), a local-unit of special-purpose government existing under the laws of the State of Florida, has made an application to use or purchase a 0.229-acre, triangularly-shaped piece of property (“the Parcel”) from the Central Florida Expressway Authority (“CFX”) for public road right of way purposes. BCID has offered to pay the appraised value of the Parcel and, as further consideration, has offered to donate to CFX, by way of assignment, a drainage easement (“Drainage Easement”) to reroute the existing drainage from CFX’s retention pond to the drainage property. A copy of the BCID’s request is attached as **Attachment “1.”**

ANALYSIS

CFX has adopted a Policy Regarding the Disposition of Excess Lands, codified in section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Policy”), which Policy provides, in part, for the disposal of real property unnecessary or unsuitable for CFX’s use. Pursuant to the Policy, where excess property is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes, the CFX Board may declare such excess property to be “Surplus Property” through the adoption of a resolution and may direct that the Surplus Property be sold. Moreover, the Policy allows CFX to waive any procedure for the disposition of surplus property upon a recommendation of the Right of Way Committee and Executive Director, where deemed to be in the best interest of CFX and the public. Policy, §§ 5-1.01 & 5-6.04.

CFX staff and its General Engineering Consultant have examined the footprint of the retention pond located just south of the Orlando International Airport, west of Narcoossee Road, east of Boggy Creek Road, along the southeast side of S.R. 417, adjacent to the Lake Nona Development of Regional Impact, and determined that the Parcel is currently within CFX’s operating Right of Way limits, but the Parcel is not needed to support existing Expressway Facilities. As a result, CFX’s General Engineering Consultant has certified that the Parcel will not

be needed for the present or future construction, operation or maintenance of the Expressway Facility and that the disposition of the Parcel would not impede or restrict as shown by **Attachment “2.”**

The BCID retained Christopher Starkey, MAI, of Integra Realty Resources – Orlando to appraise the Parcel and the Drainage Easement. He valued the Parcel at One Hundred Fifteen Thousand Dollars (\$115,000), which was reviewed by Paul Roper, MAI, of Clayton, Roper, and Marshall, who submitted an Appraisal Review Report.

Additionally, the BCID delivered a second appraisal report to CFX from Christopher Starkey, MAI, valuing the drainage easement to be donated to CFX via assignment at Three Hundred Thousand Dollars (\$300,000).

Based upon the BCID’s representation the Parcel is required for public road right of way purposes and the additional consideration of the Drainage Easement to CFX, it is recommended that the Right of Way Committee find the sale of the Parcel to be in the best interest of CFX and the public.

Therefore, it is recommended that the Parcel be sold to the BCID for public road right of way purposes at the appraised value of One Hundred Fifteen Thousand Dollars (\$115,000.00) plus the donation of the Drainage Easement, in accordance with CFX's Policy, except for the following conditions or modifications: (1) separate notice to the local government in which the Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed, with a reverter clause in the event that the use of the Parcel for public right-of-way purposes is permanently discontinued on either five percent (5%) or five hundred square feet (500 s.f.) or more of the Parcel.

RECOMMENDATION

We request the Committee’s recommendation for Board approval of the attached Resolution Authorizing the Sale of Surplus Property to the Boggy Creek Improvement District for public road right of way purposes at the appraised value of One Hundred Fifteen Thousand Dollars (\$115,000.00) plus the donation of the Drainage Easement, in accordance with CFX's Policy, except for the following conditions and modifications: (1) separate notice to the local government in which the Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed, with a reverter clause in the event that the use of the Parcel for public right-of-way purposes is permanently discontinued on either five percent (5%) or five hundred square feet (500 s.f.) or more of the Parcel.

Attachments:


1. Boggy Creek Improvement District's Application with a Sketch of the Property
 - A – Sketch of Proposed Surplus Parcel and Drainage Easement
 - B – Real Estate Agreement to Sell and Purchase Surplus Property and Agreement to Assign Stormwater Drainage Easement to CFX
2. Certificate from CFX's General Engineering Consultant
3. Resolution Authorizing the Sale of Surplus Property to the Boggy Creek Improvement District for Public Road Right of Way Purposes

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

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

From: Tucker F. Mackie, Hopping Green & Sams, P.A.,
Counsel for Boggy Creek Improvement District 

Date: October 12, 2017

Re: Request for Use of a Portion of Parcel 45-501 by Boggy Creek Improvement District
for Public Road Right of Way Purposes With Associated Assignment of Drainage
Easement in Favor of CFX – Lake Nona Town Center Loop Road

Background:

The Boggy Creek Improvement District (the “BCID”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining public infrastructure improvements, facilities and services to the lands within the BCID’s boundaries. In connection with future development of the Lake Nona Town Center within the BCID, BCID plans to construct various public infrastructure improvements adjacent to SR 417, east of Boggy Creek Road and west of Lake Nona Boulevard. Among other things, the proposed public improvements to be constructed by BCID include a town center loop road and a stormwater drainage system.

The town center loop road’s proposed alignment encroaches upon a 0.229 acre portion of limited access right of way (the “Unused Property”) owned by the Central Florida Expressway Authority (“CFX”) as shown on the enclosed sketch. The Unused Property is not currently improved, except for fencing, and is not currently being utilized by CFX.

Accordingly, BCID asks that CFX formally declare the Unused Property to be surplus and allow BCID to purchase the property so that it can be utilized substantially by BCID for public road right-of-way purposes, including the town center loop road, and associated sidewalks, utility lines, landscaping, and related improvements. The Unused Property is necessary for construction of the loop road and will positively impact the area transportation and traffic facilities, and benefit the public, when improved by BCID and converted to the proposed public right of way uses. Ultimately, the public right of way will be dedicated to the City of Orlando.

BCID’s Offer for Conveyance of the Unused Property

BCID proposes a two part offer for purchase of the Unused Property. First, BCID will pay appraised fair market value for the Unused Property. Second, as an added inducement to CFX BCID will donate by assignment to CFX a stormwater drainage easement to formalize defined drainage rights for the existing CFX pond that outfalls through the proposed drainage easement.

Appraised Value

BCID commissioned an appraisal of the Unused Property dated September 22, 2017 by Christopher Starkey and Marti Matonis Hornell of Integra Realty Resources - Orlando. CFX is an intended user of the appraisal report. The report determined that fair market value of the Unused Property as of June 9, 2017 is \$115,000.00. The appraisal report has been reviewed for CFX by Paul Roper of Clayton, Roper & Marshall, who has certified that the report is accepted and recommended as the basis for establishing value.

Drainage Easement

Through plans prepared by Donald W. McIntosh & Associates, Inc., BCID will be constructing a drainage system on the town center property to carry stormwater discharge from the existing CFX pond, servicing SR 417 more efficiently to the permitted outfall under SR 417 to Mud Lake. In its present condition, the existing pond has only partial easements that discharge onto the town center property and results in a poorly defined marsh that is difficult to maintain and does not follow defined drainage easements to eventual outfall under SR 417 to Mud Lake. The proposed drainage improvements will not affect the function of the pond but will make the outfalls more functional, modern and maintainable, and provide formal drainage easement rights for CFX. Upon completion of that construction and certification of the stormwater system, BCID will assign a drainage easement to CFX for use of those drainage system improvements, as an extension of Project 455, Parcel 851, Part D. As part of the drainage easement assignment document, BCID agrees to be responsible for maintenance and repair of the new stormwater conveyance system at BCID's own expense.

BCID commissioned an appraisal of the proposed drainage easement to be donated by assignment to CFX as further consideration for conveyance of the Unused Property. In the appraisal report, Christopher Starkey and Marti Matonis Hornell of Integra Realty Resources – Orlando valued the drainage easement at \$300,000.00 as of June 9, 2017. The drainage easement appraisal report was obtained purely for informational purposes, since BCID will be donating the drainage easement to CFX by assignment and CFX will not be paying any separate consideration for it other than conveyance of the Unused Property to BCID for appraised value.

Additional Terms

In connection with conveyance of the Unused Property, it will be necessary to release and re-establish the CFX limited access right of way line in its new location. Accordingly, as part of the proposed purchase agreement, in advance of closing BCID will be responsible for relocating existing fencing from the Unused Property to CFX's new limited access boundary, and will ensure that CFX's property remains fenced at all times during the process.

Conclusion:

BCID respectfully requests that CFX allow BCID to purchase the Unused Property for public right of way purposes, pursuant to the terms of the proposed enclosed Real Estate Agreement to Sell and Purchase Surplus Property and Agreement to Assign Stormwater Drainage Easement to CFX, including payment by BCID of the property's appraised value of \$115,000.00 and BCID's donation by assignment of the drainage easement referenced therein.

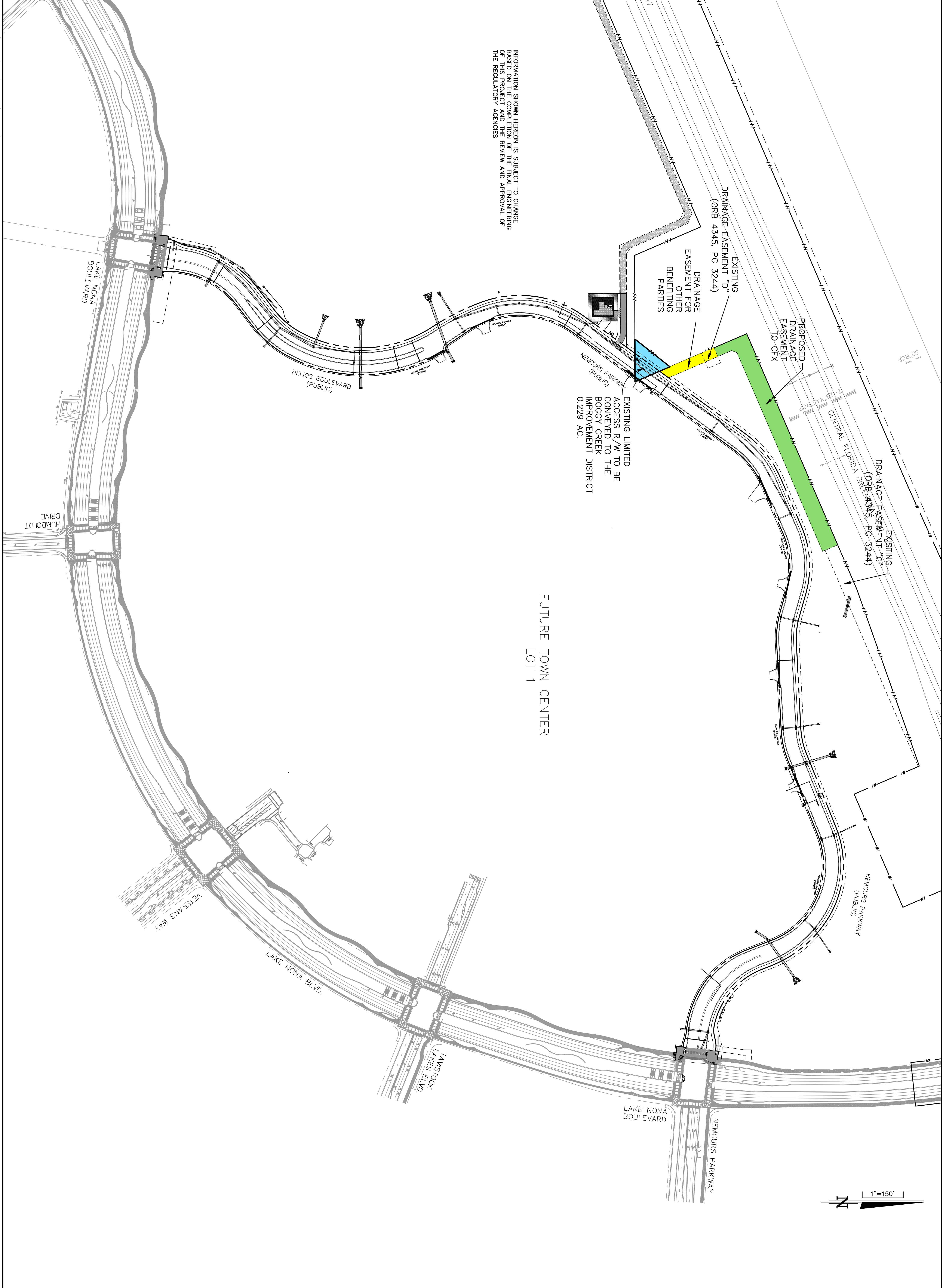
Attachments:

Exhibit A – Sketch of Proposed Surplus Parcel and Drainage Easement

Exhibit B – Real Estate Agreement to Sell and Purchase Surplus Property and Agreement to Assign Stormwater Drainage Easement to CFX

EXHIBIT A TO MEMO

DONALD W. MCINTOSH ASSOCIATES, INC. RESERVES THE EXCLUSIVE COPYRIGHT AND PROPERTY RIGHTS TO THIS DRAWING WHICH MAY NOT BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER, NOR CAN IT BE ASSIGNED TO ANY PARTY WITHOUT DONALD W. MCINTOSH ASSOCIATES, INC.'S WRITTEN CONSENT.



F:\Proj\2016\16166\Sawg\NAVD28\Exhibits\Ex-6 Overall Loop Road.dwg

DRAWING SHEET	LAKE NONA NEMOURS PARKWAY WEST AND LIFT STATION NO. 10		 DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068 CERTIFICATE OF AUTHORIZATION NO. 68	NO.	DATE	REVISIONS	CHK.
	CITY OF ORLANDO, FLORIDA						
1 OF 1	CFX SURPLUS PARCEL AND SURROUNDING AREA EXHIBIT	DRAWN BY PH DESIGNED BY DWMA CHECKED BY SG DATE 5/2017 SCALE 1"=150' JOB NUMBER 16166					
				3	10/12/2017	REVISED GRAPHIC	
				2	10/10/2017	REVISED GRAPHIC	
				1	9/20/2017	REMOVED ADDITIONAL R/W PARCEL AND REVISED DRAINAGE EASEMENT	

EXHIBIT B TO MEMO

**SR 417, PROJECT 455, PARCEL NO. 45-501 (PARTIAL)
DRAINAGE EASEMENT PARCEL NO. 851, PART D EXTENSION**

**REAL ESTATE AGREEMENT TO SELL AND PURCHASE SURPLUS PROPERTY
AND AGREEMENT TO ASSIGN STORMWATER DRAINAGE EASEMENT TO CFX**

THIS AGREEMENT, made this _____ day of _____ 2017, between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and agency of the State of Florida, with an address of 4974 ORL Tower Road, Orlando, Florida 32807, (“CFX”) and **BOGGY CREEK IMPROVEMENT DISTRICT**, a local-unit of special-purpose government existing under the laws of the State of Florida, having an address of 12051 Corporate Blvd., Orlando, Florida 32812 Attn: District Manager (the “Purchaser”).

RECITALS:

WHEREAS, CFX is an agency of the State of Florida, created by Section 348.753, Florida Statutes, and is empowered to build and support an expressway system (“Expressway System”) in the Central Florida area, including the authority to acquire real property by donation and to do everything necessary or convenient for the conduct of its business and the general welfare of CFX;

WHEREAS, CFX is the fee simple owner of a certain parcel of real property located in Orange County, Florida, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Surplus Property”);

WHEREAS, Purchaser is a “Community Development District” created pursuant to the Uniform Community Development District Act of 1980, codified in Section 190.001, et al., Florida Statutes, and is a local unit of special-purpose government;

WHEREAS, Purchaser holds a drainage easement over a certain parcel of real property located in Orange County, Florida, as more particularly described on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Easement Property”);

WHEREAS, the Easement Property connects to and accepts drainage from various other properties and drainage facilities belonging to, among others, CFX;

WHEREAS, the existing stormwater design capacity flowing from CFX’s State Road (“S.R.”) 417, Project 455, Pond 1 and S.R. 417, Project 455A, Pond B to the cross drain under S.R. 417 through the Easement Property, attributable to CFX is not less than a discharged flow of 11.0 cfs for Pond 1, 30.9 cfs for Pond B, and a maximum tailwater elevation of 81.6 (NAVD 88) for all 25 year storm events and 13.0 cfs for Pond 1, 58.8 cfs for Pond B, and a maximum tailwater elevation of 82.4 (NAVD 88) for all 100 year storm events (“CFX’s Existing Capacity”);

WHEREAS, Purchaser has constructed or intends to construct a ditch and related stormwater drainage improvements on the Easement Property, and intends to make non-exclusive assignments of its rights to CFX via donation and potentially to other beneficiaries;

WHEREAS, CFX has determined that the Surplus Property is non-essential for present or future construction, operation or maintenance of the Expressway System and is Surplus Property available for sale in accordance with CFX's Policy Regarding the Disposition of Excess Lands as set for in CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Manual");

WHEREAS, Purchaser desires to purchase the Surplus Property for public road purposes and CFX has determined that the sale of the Surplus Property to the Purchaser, upon the terms and conditions set forth herein, is in the best interest of the public and CFX.

NOW, THEREFORE, for and in consideration of 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 Purchaser 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 Sell and Purchase the Surplus Property and Agreement to Assign Drainage Easement.** Subject to the terms and conditions contained herein, CFX agrees to sell to the Purchaser and Purchaser agrees to purchase from CFX the Surplus Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement. In addition and simultaneously with the conveyance of the Surplus Property, Purchaser agrees to donate by way of assignment to CFX an easement for drainage purposes ("Drainage Easement") over the Easement Property, which Drainage Easement will not be recorded until after the drainage structures and associated improvements to be located on the Easement Property are constructed and the exact boundary of the Easement Property can be verified or within twenty-four (24) months of closing, whichever is earlier, unless extended in writing by the Executive Director of CFX. Prior to recording and after construction is completed and approved by the appropriate governmental agencies, Purchaser will provide the final legal description to include with the Drainage Easement for recording.

3. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by the Purchaser to CFX for the Surplus Property shall be One Hundred Fifteen Thousand Dollars (\$115,000.00) plus assignment to CFX of a Drainage Easement over the Easement Property. Within fourteen (14) days after the approval by the CFX Board, Purchaser shall provide CFX with an initial payment of Eleven Thousand Five Hundred and no/100 Dollars (\$11,500.00) (the "Initial Payment") by check or wire transfer of funds payable to "Central Florida Expressway Authority." The Initial Payment shall be paid directly to CFX and applied to the Purchase Price at closing pursuant to the terms of this Agreement and shall be non-refundable except as provided hereinbelow. The balance of the Purchase Price in the amount of One Hundred Three Thousand Five Hundred Dollars (\$103,500.00) shall be paid by the Purchaser to CFX at closing by cashier's check or by wire transfer of funds, subject to appropriate credits, adjustments and prorations as hereinbelow provided.

4. **Title.** Purchaser has ordered a title report from First American Title Insurance Company (“Title Insurance Company”) at Purchaser’s expense. Purchaser may order an ALTA owner’s title commitment (the “Commitment”) at its option and expense. It is expressly acknowledged and agreed that the Quit Claim Deed conveying the Surplus Property shall contain a restriction that all rights of ingress, egress, light, air and view between CFX’s Expressway System, including State Road 417, and the Surplus Property are reserved in CFX and shall not be conveyed by the Quit Claim Deed. The Quit Claim Deed shall expressly state that: “CFX is not conveying or restoring any other abutter’s rights including, without limitation, any claims for ingress, egress, air, light and view between the Surplus Property being conveyed, any abutting property, and CFX’s property.” (Manual, § 5-6.09)

5. **Survey.** Purchaser, at Purchaser’s expense, may obtain a survey of the Surplus Property (the “Survey”) within twenty (20) days after the Approval Date. If obtained, Purchaser shall provide a copy of the Survey to CFX.

6. **Inspections; Condition of Surplus Property.**

a. Purchaser shall have ten (10) days after the Approval Date (the “Inspection Period”), to determine, in Purchaser’s sole and absolute discretion, that the Surplus Property is suitable and satisfactory for Purchaser’s intended use. During the Inspection Period, Purchaser and/or its representatives shall have the right to enter upon the Surplus Property for the purposes of making soil tests, site studies and surveys; provided, however, such entry shall be coordinated with CFX and shall not unreasonably damage the Surplus Property or interfere with CFX’s or any third party’s use or occupancy of the Surplus Property. Purchaser shall repair any damage occurring as a result of such activities and restore the Surplus Property to substantially the condition it was in immediately prior to Purchaser’s entry thereon. All such entries onto the Surplus Property shall be at the sole risk and expense of Purchaser and CFX shall have no liability for any injuries or damages sustained by Purchaser or any of Purchaser’s agents or contractors or any other third parties. Purchaser agrees to indemnify and hold CFX harmless from any and all loss, claim, action, demand or liability which may arise against CFX or the Surplus Property arising out directly or indirectly out of Purchaser’s exercise of its rights pursuant to this Paragraph 6(a), including any damage to the Surplus Property. Nothing contained in this Agreement shall be construed as a waiver of either party’s limitations on liability set forth in Section 768.28, Florida Statutes. The foregoing indemnities shall survive the expiration or termination of this Agreement. If Purchaser elects to not proceed with the purchase of the Surplus Property, Purchaser shall notify CFX in writing within the Inspection Period that Purchaser elects to cancel this Agreement (the “Cancellation Notice”), the Initial Payment shall be promptly refunded to Purchaser and this Agreement shall automatically terminate and be null and void, and neither party hereto shall have any further liability or obligation hereunder, except those expressly surviving the termination or expiration of this Agreement. In the event Purchaser shall fail to provide CFX with the Cancellation Notice within the Inspection Period, Purchaser shall be deemed to have waived Purchaser’s right to cancel this Agreement and shall not be entitled to a refund of the Initial Payment except in the event of a default by CFX under this Agreement as set forth in Paragraph 9(a).

Purchaser acknowledges and agrees that CFX is affording Purchaser full and complete access to the Surplus Property for the purpose of making any and all tests, inspections, or evaluations thereof as desired by Purchaser, including, but not limited to any environmental assessments or audits deemed advisable by Purchaser, and that Purchaser has inspected the Surplus Property to the extent desired by Purchaser. Purchaser expressly acknowledges and agrees that the Surplus Property and the Premises are to be conveyed by CFX, and accepted by Purchaser in “AS IS” and “WHERE IS” condition, and that neither CFX, nor any officer, director, bondholder, employee, agent, representative, or other person or entity whatsoever, has made or does make hereby any warranty, representation, statement, guarantee, assertion or opinion, written or oral, express or implied, about or concerning the Surplus Property or the Premises, or about or concerning the physical condition thereof or for any use or purpose, or any similar matter. Purchaser covenants and agrees that the acceptance by Purchaser of the Surplus Property in “AS IS” and “WHERE IS” condition, and without any representation or warranty of any kind or nature whatsoever was and is a material part of the consideration bargained for by CFX, and that Purchaser’s agreements in such regard were and are a material inducement for CFX to enter into and perform this Agreement. Purchaser hereby covenants and agrees that Purchaser does and shall assume any and all risks concerning the Surplus Property, and the physical condition and characteristics thereof, and any defects or problems concerning the Surplus Property, whether patent or latent, known or unknown. (Manual, § 5-6.09)

b. In the event Purchaser does not close on the purchase of the Surplus Property, within seven (7) days after the termination of this Agreement, Purchaser shall deliver to CFX copies of all tests, reports, surveys, environmental audits and other audits relating to the Surplus Property which have been prepared by, on behalf of, or for Purchaser.

7. Condition Precedent to Closing: Reconstruction of CFX’s Right-of-Way Fence (“ROW Fence”).

a. Prior to scheduling a closing date and subject to CFX’s oversight and approval, and at no cost to CFX, Purchaser shall relocate the ROW Fence as required in accordance with the following process and provisions.

b. CFX’s property must be secured with a perimeter fence at all times. Purchaser shall construct the new fence before removing the existing fence.

c. Purchaser shall prepare plans to reconstruct the ROW fence. CFX shall have final approval rights over the design plans. Purchaser agrees to reconstruct the ROW fence according to the approved plans. Purchaser agrees not to commence any construction activities until CFX approves the final design plans.

d. Construction shall be performed in a manner that will not impair CFX’s existing retention pond, the Expressway System, or other property. Purchaser shall obtain all required permits as needed. In order to obtain access to CFX’s property to reconstruct the fence, Purchaser or its contractor shall apply for and obtain a Temporary Right of Entry Permit from CFX. Construction shall comply with all permit conditions and applicable laws, ordinances, and regulations.

e. CFX will be given notice of the project schedule and invited to attend progress meetings, and will be given the opportunity to inspect the construction at all critical paths, which will give CFX the opportunity to check for damage to CFX's existing infrastructure.

f. Upon completion of the work, Purchaser shall cause to be provided to CFX as-built drawing information and final certification forms for the ROW Fence on signed and sealed plans if required by CFX. The final set of plans shall contain only the latest revision of each sheet. CFX shall inspect the ROW Fence.

g. CFX's acceptance of the ROW Fence is a condition precedent to closing.

8. **Closing Date and Closing Procedures and Requirements.**

a. Closing Date. The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall take place within ten (10) days after CFX's acceptance of the ROW Fence on a date and time specified by CFX (the "Closing Date") upon not less than five (5) days' written notice to Purchaser. Closing shall be held at First American Title Insurance Company, 2233 Lee Road, Winter Park, Florida 32789, or at such other place as the Purchaser and CFX shall agree. Notwithstanding the foregoing, closing may be by mail and/or overnight courier.

b. Conveyance of Title to the Surplus Property. At the Closing, CFX shall execute and deliver to Purchaser a Quit Claim Deed, in the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference, conveying its interest in the Surplus Property to the Purchaser.

c. Reverter. The parties agree that if use of the Surplus Property for public right-of-way purposes (including associated sidewalks, landscaping, and drainage) is permanently discontinued on five percent (5%) or five hundred square feet (500 s.f.) or more of the Surplus Property, then all right, title, and interest to the Surplus Property shall revert back to CFX at CFX's option as further described in the Quit Claim Deed.

d. Conveyance of a Drainage Easement to the Easement Property. At the Closing, the Purchaser shall execute and deliver to CFX an Assignment of Rights and Benefits under Grant of Stormwater Drainage Easement and Agreement by District to Maintain Drainage Easement Property ("Assignment of Drainage Easement"), in the form and content attached hereto as **Exhibit "D"** and incorporated herein by reference, assigning a drainage easement to the Easement Property to CFX, and including subordination (or joinder and consent) to the easement by any applicable lienholder. The Grant of Stormwater Drainage Easement ("Drainage Easement") referenced by the Assignment of Drainage Easement is attached hereto as part of **Exhibit "D."**

i. CFX and Purchaser further acknowledge that, prior to recording, the description of the Easement Property may need to be revised or adjusted in order to accommodate revisions in the Purchaser's

drainage structures and stormwater conveyance systems for other projects Purchaser has in progress and under construction in the vicinity of the Easement Property as construction work progresses. CFX and Purchaser agree to cooperate with one another to accommodate such revisions or adjustments to the description of the Easement Property as may be reasonably necessary prior to recording and agree that execution of an amendment to the Drainage Easement shall not be required provided the revisions before recording do not reduce either CFX's Existing Capacity or the area of the Drainage Easement. Upon request made by CFX from time to time, CFX will have the right to inspect and copy drainage plans, submittals and permit documents for any modification that impacts the stormwater drainage. Any modification or use that reduces or adversely impacts CFX's Existing Capacity must be submitted to CFX for review and approval.

- ii. Although the Drainage Easement and the Assignment of Drainage Easement will be in existence and effective as of the Closing, neither the Drainage Easement nor the Assignment of Drainage Easement will be recorded in the Official Records of Orange County until after the drainage structures and other associated improvements are constructed and approved by the appropriate governmental agencies and the exact legal description of the Drainage Easement is confirmed by the parties or twenty-four (24) months has lapsed since the closing, whichever is earlier, unless extended in writing by the Executive Director.

e. Delivery of Possession; Risk of Loss. Purchaser shall be given possession of the Surplus Property on the Closing Date. All risk of loss prior to closing shall be borne by CFX, except to the extent of Purchaser's liability for damage to the Surplus Property caused by Purchaser, its employees, agents or contractors and except for the reconstruction of the fence and regrading, which shall be borne by the Purchaser.

f. Closing Costs; Prorations. CFX shall prepare and pay for the cost of preparation of the Quit Claim Deed. CFX shall pay for the cost of recording the Assignment of Drainage Easement. Purchaser shall pay all costs of the recording of the Deed (including documentary stamp taxes, if any); the cost of preparation of the survey and other costs of Purchaser's due diligence of the Surplus Property; all costs, if any, related to Purchaser's financing of the property (including all costs related to any note and mortgage obtained by Purchaser, any lender charges or fees, documentary stamps, intangible taxes and recording fees); cost of CFX's appraisal and review appraisal, and the premium for the title policy to be issued at closing, if any. The Parties shall each pay their own attorney's fees. Real property taxes and assessments on the Surplus Property, if any, shall be prorated as of the date of closing. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Orange County, Florida.

g. General Closing Documents. At Closing, the parties shall sign a closing statement or statements and such other documents as are necessary to complete the transaction. If requested, CFX shall sign an affidavit that CFX 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 CFX's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that CFX is exempt from withholding tax on the Purchase Price under FIRPTA).

h. Disclosure of Beneficial Interests. If, at the time of Closing, the Grantor of the Assignment of Drainage Easement holds title to the Easement Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then at Closing the Grantor of the Assignment of Drainage Easement shall sign an Affidavit of Disclosure of Beneficial Interests in Real Property per Section 286.23, Florida Statutes, as applicable. A sample of an Affidavit of Disclosure of Beneficial Interests is attached hereto as Exhibit "E".

9. **Failure of Performance.**

a. On the part of CFX: In the event of a default by CFX under this Agreement, then as Purchaser's sole remedy hereunder, Purchaser may recover a refund of its Initial Payment. Purchaser expressly waives any and all other remedies, legal or equitable, including any action for damages.

b. On the part of Purchaser: In the event of a default by Purchaser under this Agreement, then CFX shall have the right to immediately claim the Initial Payment and the Initial Payment shall be deemed nonrefundable.

10. **No Recording.** Neither this Agreement nor any record or memorandum thereof shall be recorded in the Public Records of any county in the State of Florida. Recording of this Agreement or any of the terms and provisions hereof, or any record or memorandum thereof by Purchaser shall, at the option of CFX, immediately constitute a material breach and default by Purchaser hereunder, and grounds for termination of the Agreement by CFX. Nevertheless, this Agreement will be included in the official records of CFX and official records of the Purchaser as a public record.

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, 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

With copy to:

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

Purchaser: Boggy Creek Improvement District
12051 Corporate Blvd.
Orlando, Florida 32812
Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Tucker F. Mackie

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 Purchaser 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. Purchaser 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 or after closing if

desirable or necessary to assist in correcting errors or omissions. This Agreement shall be interpreted under the laws of the State of Florida. Purchaser and CFX acknowledge that this Agreement was prepared after substantial negotiations between the parties and this Agreement shall not be interpreted against either party solely because such party or its counsel drafted the Agreement. The parties hereto agree that venue for any legal action authorized hereunder shall be *exclusively* in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

13. **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.

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

15. **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 Purchaser execute this Agreement.

16. **Approval Date.** It is specifically acknowledged and agreed that this Agreement is subject to final approval by CFX’s Right of Way Committee and Board of Directors and, if applicable, the Appraisal and a review appraiser’s certification certifying the proposed sale price as reasonable. The date of CFX Board’s final approval of this Agreement, as set forth in written notice from CFX to Purchaser, shall be deemed the “Approval Date”. If this Agreement is not approved by CFX Board, the Agreement shall be terminated and, upon return of Initial Payment to Purchaser, the Parties shall have no further obligations or liabilities hereunder except those expressly surviving termination of this Agreement.

17. **Radon Gas Notification.** Radon is a 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 public health unit.

18. **Release of Authority.** By execution of this Agreement, Purchaser acknowledges and agrees that as of the date of the execution and delivery of the Quit Claim Deed and Assignment of Drainage Easement to Purchaser and CFX, respectively, Purchaser 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 Purchaser ever had, then have, or which any personal representative, successor, heir or assign of Purchaser, 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 CFX's conveyance of the Surplus Property to Purchaser, including, without limitation, any claims for air, light and view between any abutting property and CFX's property. (Manual § 5-7.05)

19. **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 Surplus Property.

20. **Inspector General**. Purchaser agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Purchaser agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year above written.

WITNESSES:

“PURCHASER”

BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

Name: _____

By: _____

Name: _____

Date: _____

Tax ID # _____

WITNESSES:

Name: _____

Name: _____

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**, a public corporation under
the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

General Counsel

Date: _____

Exhibits

Exhibit “A.” Legal Description of the Surplus Property

Exhibit “B.” Legal Description of the Easement Property

Exhibit “C.” Quit Claim Deed from CFX to Purchaser

Exhibit “D.” Assignment of Rights and Benefits under Grant of Stormwater Drainage
Easement and Agreement by District to Maintain Drainage Easement Property to
CFX and

Grant of Stormwater Drainage Easement

Exhibit “E.” Beneficial Interest Affidavit per Section 286.23, Florida Statutes

Exhibit “F.” Aerial of the Surplus Property and the Drainage Easement

EXHIBIT "A"
LEGAL DESCRIPTION OF THE SURPLUS PROPERTY

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
 RELEASE PARCEL
 STATE ROAD 417, PROJECT 455, PARCEL 45-501 (PARTIAL)

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR SKETCH

DESCRIPTION:

That part of Section 26, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Northeast 1/4 of said Section 26; thence N89°31'49"W along the North line of said Northeast 1/4 for a distance of 739.93 feet to the Southerly limited access right-of-way line of State Road No. 417, as described in Official Records Book 4345, Page 3237, of the Public Records of Orange County, Florida; thence run the following courses and distances along said Southerly limited access right-of-way line: S66°42'07"W, 117.67 feet; S23°17'53"E, 305.00 feet; S66°42'07"W, 450.00 feet; N23°17'53"W, 305.00 feet; S66°42'07"W, 1700.00 feet; S23°17'53"E, 305.29 feet to the POINT OF BEGINNING; continue S23°17'53"E, 138.83 feet; S89°50'51"W, 156.13 feet; thence departing said Southerly limited access right-of-way line run N38°21'09"E, 163.13 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined factor of 0.99994883912, NAD 83 Datum (2011 adjustment).

Reserving all rights of ingress, egress, light, air and view to, from or across any SR 417 right of way property which may accrue to any property adjoining said right or way.

Containing 0.229 acres more or less being subject to any rights-of-way, restrictions and easements of record.

NOTES:

1. This is not a survey.
 2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
 3. Bearings based on North line of the Northeast 1/4 of Section 26, Township 24 South, Range 30 East, being N89°31'49"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
 4. All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.
 5. Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm. Surveyor has reviewed the following items listed in Schedule B - Section 2 of First American Title Insurance Company Certificate of Title Information, Agent File No.: CFX-RW Release, First American File Number 2037-3765036, Effective Date May 18, 2017, for easements and rights-of-way as provided to Donald W. McIntosh Associates, Inc. and finds none.
- The property may also be subject to other matters set forth in said Certificate of Title Information.

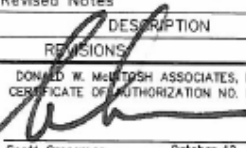
LEGEND

SECTION 26-24-30 SECTION, TOWNSHIP, RANGE
 PB PLAT BOOK
 PGS PAGES
 LF LINE NUMBER (SEE TABLE)
 R/W RIGHT-OF-WAY
 ORB OFFICIAL RECORDS BOOK

DATE	BY	DESCRIPTION
10/12/17	PH	Revised Sketch
9/25/17	PH	Revised Legal Description
6/28/17	PH	Revised Notes

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 LIMITED ACCESS R/W - RELEASE PARCEL
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)

DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. MCINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68

 Scott Grossman October 12, 2017
 Florida Registered Surveyor and Mapper
 Certificate No. 5048
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

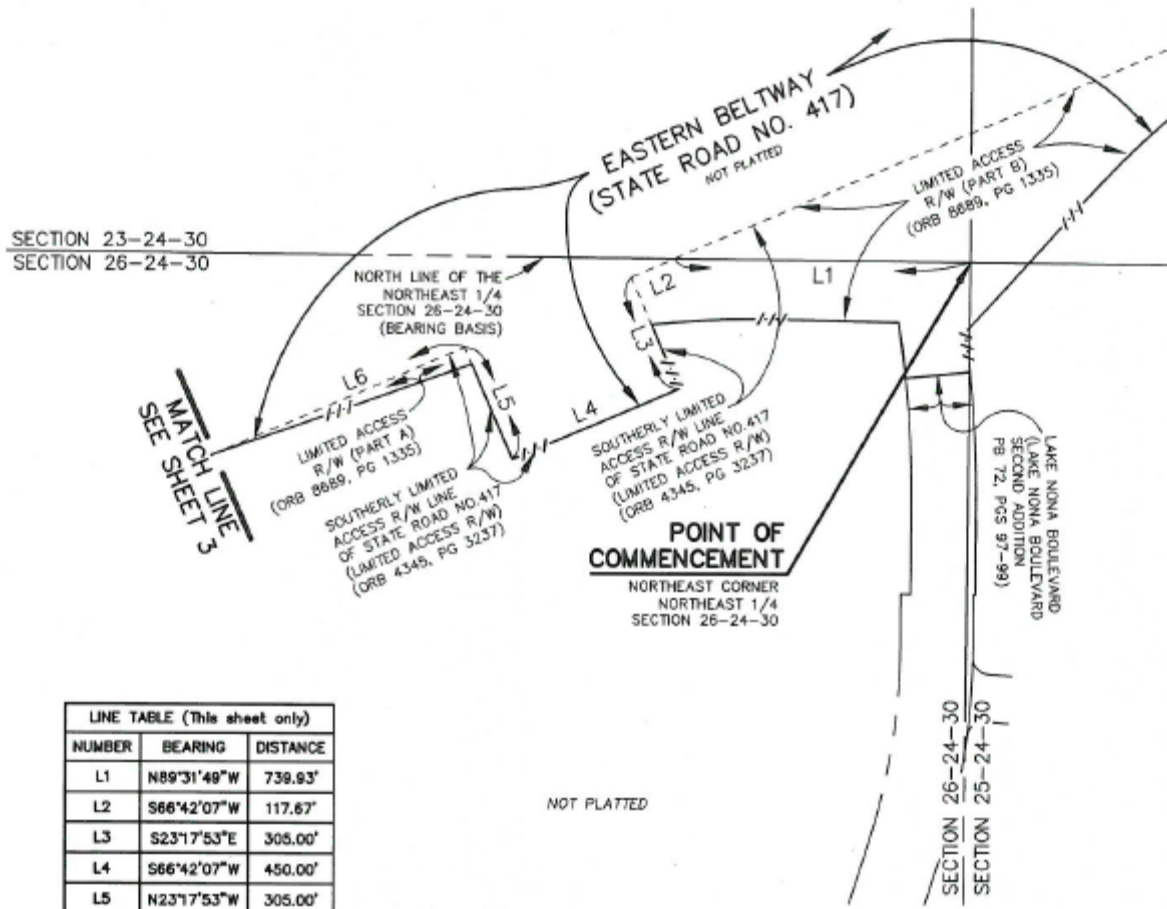
DRAWN BY: PH	CHECKED BY: SG	JOB NO. 15166	SCALE N/A	SHEET 1 OF 3
DATE: 5/2017	DATE: 5/2017			

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
 RELEASE PARCEL
 STATE ROAD 417, PROJECT 455, PARCEL 45-501 (PARTIAL)

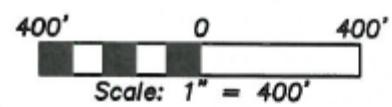
SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR SKETCH

All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.



LINE TABLE (This sheet only)		
NUMBER	BEARING	DISTANCE
L1	N89°31'49"W	739.93'
L2	S66°42'07"W	117.67'
L3	S23°17'53"E	305.00'
L4	S66°42'07"W	450.00'
L5	N23°17'53"W	305.00'
L6	S66°42'07"W	1700.00'

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 LIMITED ACCESS R/W - RELEASE PARCEL
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



	DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS			
	2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68			
DRAWN BY: <u>PH</u> DATE: <u>5/2017</u>	CHECKED BY: <u>SG</u> DATE: <u>5/2017</u>	JOB NO. <u>16166</u>	SCALE <u>1"=400'</u>	SHEET <u>2</u> OF <u>3</u>

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CS# 17-111(3)

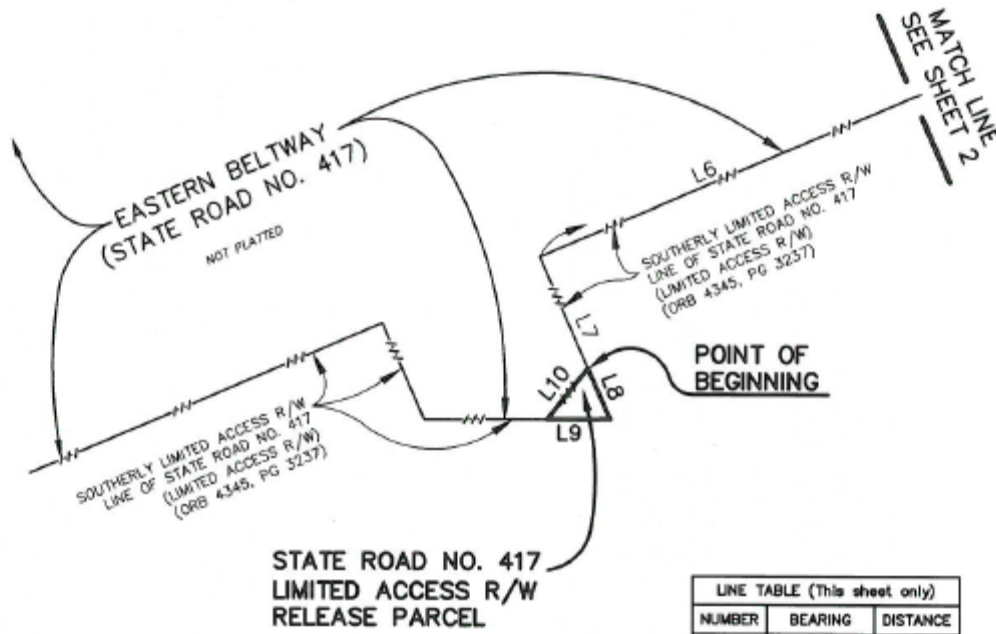
SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
 RELEASE PARCEL
 STATE ROAD 417, PROJECT 455, PARCEL 45-501 (PARTIAL)
 SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR SKETCH

All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.

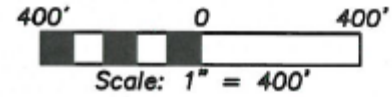


----- SECTION 23-24-30
 SECTION 26-24-30 -----



LINE TABLE (This sheet only)		
NUMBER	BEARING	DISTANCE
L6	S86°42'07"W	1700.00'
L7	S23°17'53"E	305.29'
L8	S23°17'53"E	138.83'
L9	S89°50'51"W	156.13'
L10	N38°21'09"E	163.13'

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 LIMITED ACCESS R/W - RELEASE PARCEL
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



M DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>16166</u>	SCALE <u>1"=400'</u>	SHEET <u>3</u>
DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			OF <u>3</u>

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CS# 17-111(3)

EXHIBIT "B"

LEGAL DESCRIPTION OF THE DRAINAGE EASEMENT

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
 DRAINAGE EASEMENT
 STATE ROAD 417, PROJECT 455,
 PARCEL 851, PART D, EXTENSION
 SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR NOTES CONTINUED
 SEE SHEETS 4-5 FOR SKETCH

DESCRIPTION:

That part of Section 26, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Northeast 1/4 of said Section 26; thence N89°31'49"W along the North line of said Northeast 1/4 for a distance of 739.93 feet to the Southerly limited access right-of-way line of State Road No. 417, as described in Official Records Book 4345, Page 3237, of the Public Records of Orange County, Florida; thence run the following courses and distances along said Southerly limited access right-of-way line: S66°42'07"W, 117.67 feet; S23°17'53"E, 305.00 feet; S66°42'07"W, 450.00 feet; N23°17'53"W, 305.00 feet; S66°42'07"W, 860.00 feet to the Southwesterly line of Drainage Easement "C", as described in Official Records Book 4345, Page 3244, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southwesterly line continue S66°42'07"W along said Southerly limited access right-of-way line, 840.00 feet; thence S23°17'53"E along said Southerly limited access right-of-way line, 130.00 feet to the Northerly line of Drainage Easement "D", as described in said Official Records Book 4345, Page 3244; thence departing said Southerly limited access right-of-way line run N66°42'07"E along said Northerly line, 35.00 feet; thence departing said Northerly line run N23°17'53"W, 55.00 feet; thence N21°42'07"E, 21.21 feet; thence N66°42'07"E, 790.00 feet to the Southeasterly prolongation of the aforesaid Southwesterly line of Drainage Easement "C"; thence N23°17'53"W along said Southeasterly prolongation and the said Southwesterly line, 60.00 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined factor of 0.99994883912, NAD 83 Datum (2011 adjustment).

Containing 1.216 acres more or less being subject to any rights-of-way, restrictions and easements of record.

NOTES:

1. This is not a survey.
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. Bearings based on North line of the Northeast 1/4 of Section 26, Township 24 South, Range 30 East, being N89°31'49"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
4. All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.

NOTES CONTINUED ON SHEET 2

LEGEND

SECTION 26-24-30	SECTION, TOWNSHIP, RANGE
PB	PLAT BOOK
PGS	PAGES
L1	LINE NUMBER (SEE TABLE)
R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
SWLY LINE	SOUTHWESTERLY LINE
DE "C"	OF DRAINAGE EASEMENT "C" (OFFICIAL RECORDS BOOK 4345, PAGE 3244)
TCOM	TELECOMMUNICATION

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 - DRAINAGE EASEMENT
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)

10/12/17	PH	REVISED SKETCH
3/28/2017	PH	REVISED NOTES AND SHEET LAYOUT
DATE	BY	DESCRIPTION

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman October 12, 2017
 Florida Registered Surveyor and Mapper
 Certificate No. 5048

DRAWN BY: PH
 DATE: 5/2017

CHECKED BY: SG
 DATE: 5/2017

JOB NO. 16166
 SCALE N/A
 SHEET 1 OF 5

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

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
DRAINAGE EASEMENT

STATE ROAD 417, PROJECT 455,
PARCEL 851, PART D, EXTENSION

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

SEE SHEETS 2-3 FOR NOTES CONTINUED

SEE SHEETS 4-5 FOR SKETCH

NOTES CONTINUED FROM SHEET 1

5. Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm. Surveyor has reviewed the following items listed in First American Title Insurance Company Ownership and Encumbrance Report, Customer Reference Number, CFX-DE (Drainage Easement), First American File Number 2037-3765059, dated May 18, 2017, for easements and rights-of-way as provided to Donald W. McIntosh Associates, Inc. and finds the following:

Item Number:	Comment:
9. Orange County/Lake Nona Corporation Water and Wastewater Utilities Agreement recorded August 25, 1986 in Book 3814, Page 2159; First Amendment recorded August 25, 1988 in Book 4008, Page 3245; Lake Nona Utility Agreement with the City of Orlando recorded July 5, 1994 in Book 4764, Page 1185; First Amendment recorded November 20, 1998 in Book 5620, Page 2327; Second Amendment recorded November 20, 1998 in Book 5620, Page 2331; and Third Amendment recorded September 28, 2000 in Book 6097, Page 4121.	No plottable easements.
10. Declaration of Covenant and Waiver recorded February 29, 1988 in Book 3961, Page 1078.	No plottable easements.
11. Declaration and Dedication of Avigation Easement recorded February 29, 1988 in Book 3961, Page 1089; and Amendment recorded July 23, 2008 in Book 9735, Page 3416.	Shown.
12. Access to Central Florida Greenway (SR 417) is limited by Special Warranty Deed recorded November 14, 1991 in Book 4345, Page 3237.	Shown.
13. Stipulated Final Judgment recorded August 5, 1994 in Book 4778, Page 1036, under Case No. CI-91-692 and CI-91-4738; First Amendment to Schedule A recorded November 20, 1998 in Book 5620, Page 2336; and Amendment recorded July 23, 2008 in Book 9735, Page 3410.	No plottable easements.
14. Developer's Agreement by and between City of Orlando, Lake Nona Corporation and Orlando Utilities Commission recorded July 16, 1996 in Book 5090, Page 924.	No plottable easements.
15. Assignment and Agreement Regarding Development Rights and Obligations recorded February 18, 1997 in Book 5202, Page 4038.	No plottable easements.
16. Notice of Establishment of the Boggy Creek Improvement District, a Community Development District recorded December 20, 2001 in Book 6417, Page 3725; Notice of Boundary Amendment recorded January 12, 2004 in Book 7261, Page 3561; Notice of Boundary Amendment of the Boggy Creek Improvement District recorded March 31, 2006 in Book 8559, Page 221; and Notice of Boundary Amendment of the Boggy Creek Improvement District recorded June 3, 2008 in Book 9706, Page 10830; and Notice of Boundary Amendment recorded November 11, 2016 in Instrument No. 20160591805.	No plottable easements.
17. Interlocal Agreement by and between City of Orlando, Florida and Boggy Creek Improvement District recorded February 7, 2002 in Book 6452, Page 695B; and First Amendment to Interlocal Agreement between City of Orlando, Florida and Boggy Creek Improvement District recorded April 11, 2003 in Book 6865, Page 217B; Second Amendment between the City of Orlando, Florida and Boggy Creek Improvement District Regarding the Exercise of Powers and Cooperation on Various Projects and Services dated February 13, 2006 and recorded August 11, 2006 in Book 8800, Page 4934; and Third Amendment recorded June 12, 2008 in Book 9711, Page 2576.	No plottable easements.
18. Ordinance Establishing a Community Development District, to be known as the Boggy Creek Improvement District recorded June 27, 2002 in Book 6554, Page 1847; Ordinance expanding the Boggy Creek Improvement District recorded April 11, 2003 in Book 6865, Page 2169; unrecorded Ordinance Contracting the Boundaries of the Community Development District, known as the Boggy Creek Community Development District; Providing a Severability Clause; and Providing on Effective Date, dated February 13, 2006; and that certain unrecorded Ordinance approved May 19, 2008 Amending the Boundaries of the Community Development District known as the Boggy Creek Improvement District; providing a severability clause; and providing on effective date.	No plottable easements.
19. Interlocal Agreement among the Boggy Creek Improvement District, the Myrtle Creek Improvement District and the Greenway Improvement District regarding the Construction, Management and Financing of Certain Infrastructure Improvements recorded May 25, 2006 in Book 8663, Page 1398; First Amendment recorded August 2, 2006 in Book 8782, Page 3885; Second Amendment recorded September 23, 2008 in Book 9765, Page 4236; and Third Amendment recorded October 21, 2008 in Book 9776, Page 9296.	No plottable easements.

NOTES CONTINUED ON SHEET 3

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 417 - DRAINAGE EASEMENT
(PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

All dimensions shown hereon are
Grid dimensions in U.S. Survey Feet,
based on Florida State Plane
Coordinate System, Florida East
zone, 1983 North American Datum,
2011 adjustment, average combined
factor of 0.99994863912.

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET 2
DATE: 5/2017	DATE: 5/2017	16166	N/A	OF 5

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CS# 17-111(1)

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
DRAINAGE EASEMENT
STATE ROAD 417, PROJECT 455,
PARCEL 851, PART D, EXTENSION

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
SEE SHEETS 2-3 FOR NOTES CONTINUED
SEE SHEETS 4-5 FOR SKETCH

NOTES CONTINUED FROM SHEET 2

Item Number:

Comment:

20. Ordinance of the City of Orlando, Florida, Amending and Restating the Development Requirements for the Lake Nona Planned Development recorded January 11, 2008 in Book 9563, Page 1304; Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development recorded March 26, 2008 in Book 9640, Page 1912; An Ordinance of the City of Orlando, Florida, Amending the Planned Development Zoning District Regulations for the Lake Nona Planned Development recorded August 23, 2012 in Book 10430, Page 5591; An Ordinance of the City of Orlando, Florida, Amending the Planned Development Zoning District Regulations for the Lake Nona Planned Development recorded November 27, 2013 in Book 10670, Page 3237; and An Ordinance of the City of Orlando, Florida, Amending the Planned Development Zoning District Regulations for the Lake Nona Planned Development recorded September 11, 2015 in Book 10982, Page 938. No plottable easements.
21. Boggy Creek Improvement District's Notice of Imposition of Special Assessments recorded August 9, 2010 in Book 10066, Page 5970. No plottable easements.
22. Declaration of Consent to Jurisdiction of Boggy Creek Improvement District and To Imposition of Special Assessments recorded January 5, 2011 in Book 10155, Page 1112. No plottable easements.
23. Lien of Record of Boggy Creek Improvement District recorded January 7, 2011 in Book 10156, Page 9442. No plottable easements.
24. Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by The Boggy Creek Improvement District recorded May 4, 2011 in Book 10209, Page 20; and Amended Disclosure recorded June 27, 2013 in Book 10592, Page 1773. No plottable easements.
25. Grant of Non-Exclusive Access & Telecommunications Easement in favor of 827 Communications, LLC recorded December 21, 2012 in Book 10494, Page 1920; with Joinder and Consent to Grant of Non-Exclusive Access & Telecommunications Easement in favor of 827 Communications, LLC recorded December 21, 2012 in Book 10494, Page 1936. Shown.
26. Declaration of Consent to Jurisdiction of Boggy Creek Improvement District and to Imposition of Special Assessments recorded April 29, 2013 in Book 10561, Page 4546. No plottable easements.
27. Boggy Creek Improvement District's Notice of Series 2013 Special Assessments and Government Lien of Record recorded May 3, 2013 in Book 10564, Page 2953. No plottable easements.
28. Declaration of Prohibited Uses recorded December 29, 2016 in Instrument No. 20160672579; with Joinder and Consent to Declaration of Prohibited Uses recorded December 29, 2016 in Instrument No. 20160672580. No plottable easements.
29. Amendment to Developer's Agreement Regarding Lake Nona by and among Lake Nona Property Holdings, LLC, Lake Nona Land Company, LLC and the City of Orlando, Florida recorded January 27, 2017 in Instrument No. 20170053289. No plottable easements.
30. Amended and Restated Developer's Agreement Regarding Lake Nona recorded February 3, 2017 in Instrument No. 20170067108. No plottable easements.

The property may also be subject to other matters set forth in said Certificate of Title Information.

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 417 - DRAINAGE EASEMENT
(PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

All dimensions shown hereon are
Grid dimensions in U.S. Survey Feet,
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Coordinate System, Florida East
zone, 1983 North American Datum,
2011 adjustment, average combined
factor of 0.99994883912.

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>16166</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			OF <u>5</u>

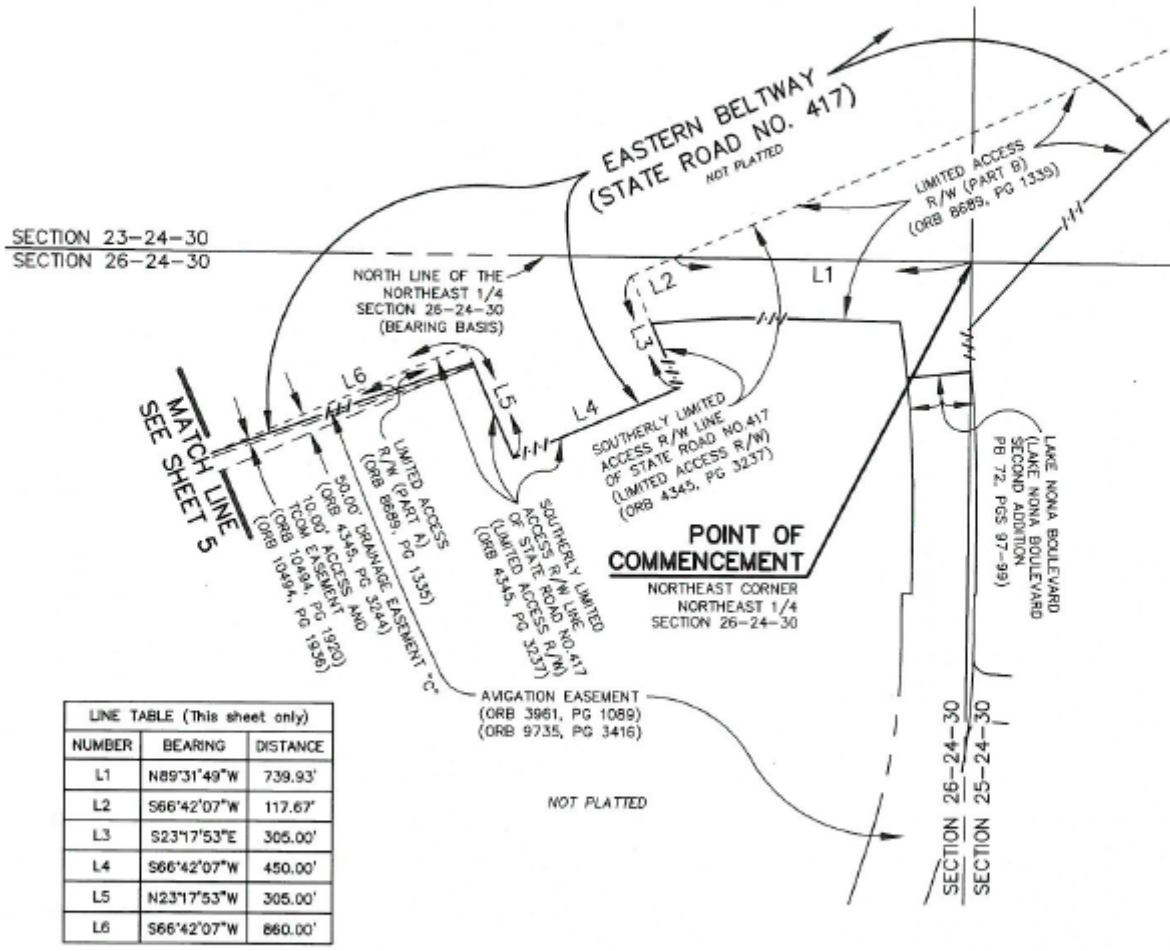
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CS# 17-111(1)

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
 DRAINAGE EASEMENT
 STATE ROAD 417, PROJECT 455,
 PARCEL 851, PART D, EXTENSION
 SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR NOTES CONTINUED
 SEE SHEETS 4-5 FOR SKETCH

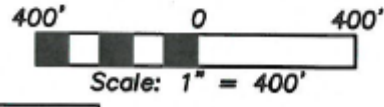
All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.



LINE TABLE (This sheet only)

NUMBER	BEARING	DISTANCE
L1	N89°31'49"W	739.93'
L2	S66°42'07"W	117.67'
L3	S23°17'53"E	305.00'
L4	S66°42'07"W	450.00'
L5	N23°17'53"W	305.00'
L6	S66°42'07"W	860.00'

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 - DRAINAGE EASEMENT
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>16166</u>	SCALE <u>1"=400'</u>	SHEET <u>4</u>
DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			OF <u>5</u>

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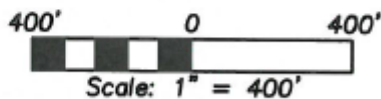
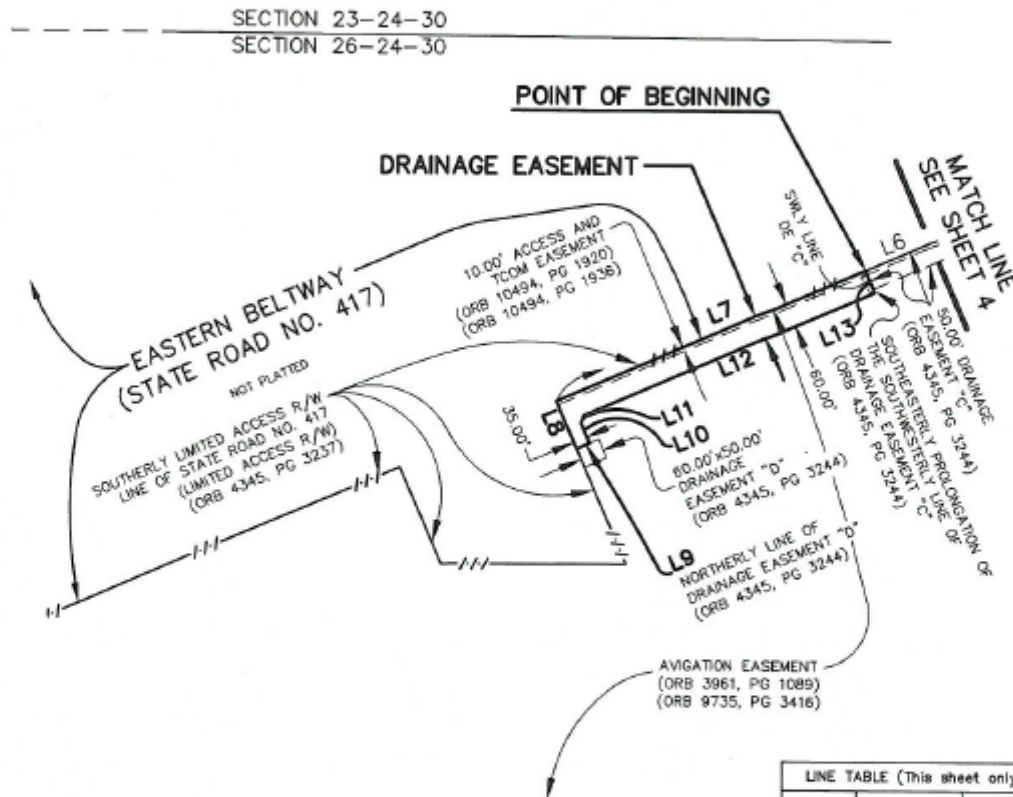
CS# 17-111(1)

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
DRAINAGE EASEMENT
STATE ROAD 417, PROJECT 455,
PARCEL 851, PART D, EXTENSION

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
SEE SHEETS 2-3 FOR NOTES CONTINUED
SEE SHEETS 4-5 FOR SKETCH

All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.



LINE TABLE (This sheet only)		
L6	S66°42'07"W	860.00'
L7	S66°42'07"W	840.00'
L8	S23°17'53"E	130.00'
L9	N66°42'07"E	35.00'
L10	N23°17'53"W	55.00'
L11	N21°42'07"E	21.21'
L12	N66°42'07"E	790.00'
L13	N23°17'53"W	60.00'

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 417 - DRAINAGE EASEMENT
(PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>16166</u>	SCALE <u>1"=400'</u>	SHEET <u>5</u>
DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			OF <u>5</u>

EXHIBIT "C"
QUIT CLAIM DEED FROM CFX TO PURCHASER

Prepared By:

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

Reserved for Recording

S.R. 417, Project 455, Parcel 45-501 (Partial)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and executed on the ____ day of _____, 2017, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“GRANTOR”) and BOGGY CREEK IMPROVEMENT DISTRICT, a local-unit of special-purpose government existing under the laws of the State of Florida, having an address of 12051 Corporate Blvd., Orlando, Florida 32812 (“GRANTEE”).

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, hereinafter “the Property,” to-wit:

SEE ATTACHED EXHIBIT “A”

Property Appraiser’s Parcel Identification Number: Not Assigned

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, for the proper use, benefit, and behoove of the GRANTEE forever.

S.R. 417, Project 455, Parcel 45-501 (Partial)

SUBJECT TO the covenants, conditions and restrictions which are set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any S.R. 417 right of way property, including the retention pond, which may otherwise accrue to any property adjoining said right of way.
- b) CFX is not conveying or restoring any abutter's rights including, without limitation, any claims for air, light and view between the Property, any abutting property, and CFX's property.
- c) GRANTEE expressly agrees for itself and its successors and assigns, to refrain from any use of the Property which would interfere with the Expressway System, or otherwise constitute a hazard for the Expressway System.
- d) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, that if use of the Property for public right-of-way purposes (including associated sidewalks, landscaping, and drainage) is permanently discontinued on either five percent (5%) or five hundred square feet (500 s.f.) or more of the Property, then at GRANTOR'S option all right, title, and interest to the Property **shall immediately revert to and vest in** the GRANTOR herein and GRANTOR shall be entitled to immediate possession of the Property and the improvements thereon, provided that if such reversion shall occur within seven (7) years from the date of this deed, then it will be conditioned upon GRANTOR returning the purchase price of \$115,000.00 to GRANTEE, reduced by \$16,500.00 for each year between the date of this deed and the date such reversion occurs and also reduced by the cost of inspection and restoration of the Property and the transaction costs. No act or omission upon the part of GRANTOR shall be a waiver of the operation or enforcement of such condition. GRANTOR retains the right to refuse to accept the Property by providing notice, in writing, to the GRANTEE.
- e) GRANTOR hereby releases all phosphates, metals, minerals and petroleum reservations, if any, it may have pursuant to Section 270.11, Florida Statutes.

[signature page follows]

S.R. 417, Project 455, Parcel 45-501 (Partial)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered
in the presence of:

**“CFX”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

First Witness:

Witness

BY: _____
CHAIRMAN BUDDY DYER

Print Name

Date: _____

ATTEST: _____
Mimi Lamaute,
Board Services Coordinator

Second Witness:

Witness

Print Name

(Signature of TWO witnesses required by
Florida law)

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by BUDDY DYER, as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

**EXHIBIT “D”
DRAINAGE EASEMENT TO CFX**

This document was prepared by:

And should be returned to:

Drainage Easement, S.R. 417, Project 455,
Parcel 851, Part D, Extension

**ASSIGNMENT OF RIGHTS AND BENEFITS UNDER GRANT OF STORMWATER
DRAINAGE EASEMENT, AND AGREEMENT BY DISTRICT TO MAINTAIN
DRAINAGE EASEMENT PROPERTY**

THIS ASSIGNMENT OF RIGHTS AND BENEFITS UNDER GRANT OF STORMWATER DRAINAGE EASEMENT AND AGREEMENT BY DISTRICT TO MAINTAIN DRAINAGE EASEMENT PROPERTY (“Assignment”) is entered into on this _____ day of _____, 2017, by **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (the “Assignor”), in favor of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and agency of the State of Florida, with an address of 4974 ORL Tower Road, Orlando, Florida 32807 (the “Assignee” or “CFX”).

WITNESSETH:

WHEREAS, Assignor is the holder and prime beneficiary of that certain Grant of Stormwater Drainage Easement (the “**Drainage Easement**”) dated _____ and recorded as Document # _____ in the Official Records of Orange County, Florida, burdening and encumbering the real property more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “**Drainage Easement Property**”); and

WHEREAS, the Drainage Easement Property connects to and accepts drainage from various other properties and drainage facilities belonging to, among others, CFX; and

WHEREAS, the existing stormwater design capacity flowing from CFX’s State Road (“S.R.”) 417, Project 455, Pond 1 and S.R. 417, Project 455A, Pond B to the cross drain under S.R. 417 through the Drainage Easement Property, attributable to CFX is not less than a discharged flow of 11.0 cfs for Pond 1, 30.9 cfs for Pond B, and a maximum tailwater elevation of 81.6 (NAVD 88) for all 25 year storm events and 13.0 cfs for Pond 1, 58.8 cfs for Pond B, and a maximum tailwater elevation of 82.4 (NAVD 88) for all 100 year storm events (CFX’s Existing Capacity”); and

WHEREAS, in conjunction with the conveyance of a separate parcel, Assignor has offered to assign to Assignee non-exclusive rights to the use and benefit of the Drainage Easement, sufficient to accommodate CFX's Existing Capacity, while retaining the obligation of Assignor to maintain the Drainage Easement Property; and

WHEREAS, the Drainage Easement specifically contemplates and authorizes non-exclusive assignment of rights thereunder to Assignee.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Assignment.
2. **Assignment.** Assignor hereby assigns, conveys, and confirms unto the Assignee right, title and interest as a grantee and beneficiary under that Grant of Stormwater Drainage Easement recorded as Document # _____ in the Official Records of Orange County, Florida, being a perpetual, non-exclusive easement over, under, across and through the Drainage Easement Property for stormwater drainage purposes, to accommodate Assignee's stormwater drainage and CFX's Existing Capacity. Assignor agrees to defend this Assignment against any and all claims and demands of any person or entity whatsoever at no cost to the Assignee.
3. **Acceptance of Assignment.** The Assignee hereby accepts the foregoing assignment.
4. **Maintenance of Drainage Easement Property.** Assignor agrees for the benefit of Assignee to prevent the Drainage Easement Property from becoming overgrown or obstructed and to maintain the Drainage Easement Property in good condition and repair, and in compliance with all applicable stormwater management permit requirements. In the event of any failure of Assignor to properly maintain the Drainage Easement Property after reasonable notice, Assignee shall, in addition to any other remedies, have the right to enter and make repairs to and perform maintenance upon the Drainage Easement Property at Assignor's expense. Subject to Assignee's approval, Assignor reserves the right to reconfigure the Drainage Easement Property in the future in a manner that will not interfere with its normal operation and use by Assignee, at Assignor's own sole expense, provided that CFX's Existing Capacity is not reduced or adversely impacted. Upon request made by CFX from time to time, CFX will have the right to inspect and copy drainage plans, submittals and permit documents for any modification that impacts the stormwater drainage. Any modification or use that reduces or adversely impacts CFX's Existing Capacity must be submitted to CFX for review and approval.
5. **Further Assignments.** As contemplated by and pursuant to the terms of the Drainage Easement, Assignor will retain the right to use of the Drainage Easement Property, and may make further non-exclusive assignments of rights under the

Drainage Easement to the City of Orlando, Florida Department of Transportation, and to other permitting or regulatory authorities, without prejudice to Assignee's rights hereunder, provided that CFX's Existing Capacity is not reduced or adversely impacted.

6. **Binding Effect.** This Assignment shall run with the Drainage Easement Property and inure to the benefit and burden of Assignor and Assignee and their respective successors and assigns. This Assignment shall be enforceable at law and in equity, including but not limited to enforcement by an action for specific performance.
7. **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, 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:

Assignor: Boggy Creek Improvement District
12051 Corporate Blvd.
Orlando, Florida 32812
Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Tucker F. Mackie

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

With copy to:

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

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.

8. **Venue.** Venue for any legal action hereunder shall lie exclusively in the courts of Orange County, Florida.
9. **Amendment.** This Assignment may be modified or amended only upon the mutual written consent of Assignor and Assignee, which amendment shall become effective only upon recording in the Public Records of Orange County, Florida.

[SIGNATURE PAGES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, this Assignment has been executed as of the date first written above.

ASSIGNOR:

Two Witnesses:

BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. He who is personally known to me/has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____

Notary Public-State of _____

Commission Number: _____

ASSIGNEE:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**, a public corporation under
the laws of the State of Florida

Two Witnesses:

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____
General Counsel

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation under the laws of the State of Florida. He who is personally known to me/has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____

Notary Public-State of _____

Commission Number: _____

This document was prepared by:
And should be returned to:
Wiley S. Boston, Esq.
HOLLAND & KNIGHT LLP
P.O. Box 1526
Orlando, Florida 32801

Drainage Easement, S.R. 417, Project 455,
Parcel 851, Part D, Extension

GRANT OF STORMWATER DRAINAGE EASEMENT

THIS GRANT OF STORMWATER DRAINAGE EASEMENT (“Easement Grant”) is entered into on this _____ day of _____, 2017, by **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company whose mailing address is Attn: General Counsel, 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827 ("**Grantor**") to and in favor of **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (referred to as "**Grantee**").

RECITALS:

A. Grantor is the owner of the real property located in Orange County, Florida, and described on **Exhibit "A"** attached hereto and incorporated herein (the "**Drainage Easement Property**").

B. The Drainage Easement Property connects to and accepts drainage from various other properties and drainage facilities belonging to, among others, Grantor, Grantee, and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and agency of the State of Florida ("**CFX**").

C. The existing stormwater design capacity flowing from CFX’s State Road (“S.R.”) 417, Project 455, Pond 1 and S.R. 417, Project 455A, Pond B to the cross drain under S.R. 417 through the Drainage Easement Property, attributable to CFX is not less than a discharged flow of 11.0 cfs for Pond 1, 30.9 cfs for Pond B, and a maximum tailwater elevation of 81.6 (NAVD 88) for all 25 year storm events and 13.0 cfs for Pond 1, 58.8 cfs for Pond B, and a maximum tailwater elevation of 82.4 (NAVD 88) for all 100 year storm events (CFX’s Existing Capacity”).

D. Grantee has constructed or intends to construct a ditch and related stormwater drainage improvements on the Drainage Easement Property (the "**Improvements**”), and intends to make non-exclusive assignments of its rights under this Easement Grant to CFX and potentially to other beneficiaries.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Grant of Stormwater Easement.** Grantor hereby grants to Grantee, its successors and assigns, a perpetual, nonexclusive easement for stormwater drainage purposes (the “**Stormwater Easement**”), which will accommodate CFX’s Existing Capacity, with full authority to enter upon, construct, and maintain as the Grantee and its assigns may deem reasonably necessary, drainage ditches, pipes or facilities over, under and upon the Drainage Easement Property.
3. **Grantee’s Right to Clear and Maintain/No Obstruction.** Grantee and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of any drainage ditch, pipe or facility, out of and away from the Drainage Easement Property, and the Grantor, and its successors and assigns, agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted Drainage Easement Property that may interfere with the normal operation or maintenance of any drainage ditch, pipe or facility.
4. **Assignability of Easement Grant/Addition of Beneficiaries by Grantee.** Grantee shall have the right, without the consent of Grantor, to make one or more non-exclusive assignments of its rights under this Easement Grant to CFX, Florida Department of Transportation, to the City of Orlando, and to any applicable permitting or regulatory authority (each, an “Interested Party”), and to thereby add beneficiaries to the Easement Grant, without prejudice to Grantee’s right to continuing non-exclusive use of the Drainage Easement Property for the Stormwater Easement. Grantor acknowledges and agrees that, in addition to any other remedies, any Interested Party assignee will have the right to enforce the obligations of this Easement Grant directly against Grantor.
5. **Relocation.** Grantee may relocate or reconfigure the Improvements in the future in a manner that will not interfere with their normal operation and use, at its own sole expense, in order to optimize the use of the Drainage Easement Property, provided Grantee will not have the right to change the location of or expand the area of the Drainage Easement Property unless Grantor executes and records a modification of this Easement Grant.
6. **Reservation.** Grantor reserves the right to use the Drainage Easement Property in any manner that will not unreasonably interfere with the normal operation and use of the Stormwater Easement or maintenance of the Improvements provided that CFX’s Existing Capacity is not reduced. Upon request made by CFX from time to time, CFX will have the right to inspect and copy drainage plans, submittals and permit documents for any modification that impacts the stormwater drainage. Any modification or use that reduces or adversely impacts CFX’s Existing Capacity must be submitted to CFX for review and approval.

7. **Governing Law/Venue.** This Easement shall be construed and enforced in accordance with Florida law (excluding its conflict of law rules). Venue for any legal action hereunder shall lie exclusively in the courts of Orange County, Florida.
8. **Benefits, Burdens and Parties.** All benefits arising under this Easement Grant shall run with the title to Grantee's Property and all burdens arising under this Easement Grant shall run with the title to the Grantor Property, and said benefits shall inure to the benefit of, and said burdens will bind, Grantee, Grantor and their respective successors in title.

[execution page follows]

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day and year first above written.

Two Witnesses:

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

Print Name: _____

By: _____

Print Name: _____

as its _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of Lake Nona Land Company, LLC, a Florida limited liability company, on behalf of the Company. He who is personally known to me/has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

EXHIBIT "E"
AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY
PER SECTION 286.23, FLORIDA STATUTES

TO: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Executive Director

FROM: _____ (“Seller”)

SUBJECT: Drainage Easement as more particularly described on Exhibit “B” 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 OF THE PROPERTY

Name of Seller: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of _____, a _____. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

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

EXHIBIT "F"

AERIAL OF THE SURPLUS PROPERTY AND DRAINAGE EASEMENT



DRAWING SHEET	LAKE NONA NEMOURS PARKWAY WEST AND LIFT STATION NO. 10 CITY OF ORLANDO, FLORIDA ONE SURPLUS PARCEL AND SURROUNDING AREA EXHIBIT	 DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS & SURVEYORS 2000 PARK AVENUE NORTH, SUITE 2000, PALM BEACH, FL 33480-4000 TEL: 561-832-1111 FAX: 561-832-1112	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DATE</td> <td>BY</td> <td>CHKD</td> <td>APP</td> <td>DATE</td> <td>BY</td> </tr> <tr> <td>11/11/10</td> <td>DM</td> <td>DM</td> <td>DM</td> <td>11/11/10</td> <td>DM</td> </tr> </table>	DATE	BY	CHKD	APP	DATE	BY	11/11/10	DM	DM	DM	11/11/10	DM
DATE	BY	CHKD	APP	DATE	BY										
11/11/10	DM	DM	DM	11/11/10	DM										

Exhibit F

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AUTHORIZING THE SALE OF SURPLUS PROPERTY TO
THE BOGGY CREEK IMPROVEMENT DISTRICT FOR
PUBLIC ROAD RIGHT OF WAY PURPOSES**

WHEREAS, the Central Florida Expressway (“CFX”), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facility”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Policy”), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX’s use; and

WHEREAS, pursuant to the Policy, where excess property is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes, the CFX Board may declare such excess property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, section 5-1.01 of the Policy allows CFX to waive the procedures in a particular circumstance where deemed to be in the best interest of CFX and the public, provided that such waiver is not in conflict with state or federal law;

WHEREAS, CFX staff and its General Engineering Consultant have examined the footprint of the retention pond located just south of the Orlando International Airport, west of Narcoossee Road, east of Boggy Creek Road, along the southeast side of S.R. 417, adjacent to the Lake Nona Development of Regional Impact, and determined that a 0.229-acre, triangularly-shaped corner of the property, described in **Exhibit “A”** and generally depicted in **Exhibit “C”** attached hereto, referred to as “the Parcel,” is not needed to support existing Expressway Facilities; and

WHEREAS, CFX's General Engineering Consultant has certified that the Parcel will not be needed for the present or future construction, operation or maintenance of the Expressway Facility; and

WHEREAS, CFX’s Right of Way Committee has determined that the Parcel can be designated as excess property and can be declared by the Board to be Surplus Property; and

WHEREAS, the BOGGY CREEK IMPROVEMENT DISTRICT ("BCID"), a local-unit of special-purpose government existing under the laws of the State of Florida, has made an application to use the Parcel for public road right of way purposes and has offered to pay the appraised value of the Parcel subject to reversion in the event that the Parcel is not used for public road right of way purposes; and

WHEREAS, as further consideration, BCID has offered to donate to CFX, by way of assignment, a drainage easement as described in Exhibit "B" and generally depicted in Exhibit "C" attached hereto, referred to as the "Drainage Easement," to reroute the existing drainage from CFX's retention pond to the drainage property; and

WHEREAS, CFX received an Appraisal Report valuing the Parcel at One Hundred Fifteen Thousand Dollars (\$115,000) and an Appraisal Review Report; and

WHEREAS, CFX received a second Appraisal Report valuing the Drainage Easement at Three Hundred Thousand Dollars (\$300,000); and

WHEREAS, CFX's Right of Way Committee has determined that the sale of the Parcel to the BCID for public road right of way purposes would be in the best interest of CFX and the public; and

WHEREAS, after reviewing the BCID's application, CFX's Right of Way Committee has recommended that the Parcel be sold to the BCID for public road right of way purposes for the appraised value of One Hundred Fifteen Thousand Dollars (\$115,000.00) plus the donation of the Drainage Easement, in accordance with CFX's Policy, except for the following conditions or modifications: (1) separate notice to the local government in which the Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed, with a reverter clause in the event that the use of the Parcel for public right-of-way purposes is permanently discontinued on either five percent (5%) or five hundred square feet (500 s.f.) or more of the Parcel.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. CFX hereby that it is in the interest of both CFX and the public to sell Parcel identified in Exhibit "A" to the BOGGY CREEK IMPROVEMENT DISTRICT ("BCID"), a local-unit of special-purpose government existing under the laws of the State of Florida, for public road right-of-way purposes.

2. Accordingly, CFX hereby declares that the Parcel may be sold to the BCID for public road right of way purposes via Quit Claim Deed for the appraised value of One Hundred Fifteen Thousand Dollars (\$115,000.00), plus the donation via assignment of a Drainage Easement in favor of CFX over the property described in Exhibit "B", in accordance with CFX's Policy, except for the following conditions or modifications: (1) separate notice to the local government in which the Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed,

rather than Special Warranty Deed, with a reverter clause in the event that the use of the Parcel for public right-of-way purposes is permanently discontinued on either five percent (5%) or five hundred square feet (500 s.f.) or more of the Parcel.

3. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2017.

Buddy Dyer, Chairman

ATTEST: _____
Mimi Lamaute
Board Services Coordinator

Approved as to form and legality

Joseph L. Passiatore, General Counsel

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
 RELEASE PARCEL
 STATE ROAD 417, PROJECT 455, PARCEL 45-501 (PARTIAL)
 SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR SKETCH

DESCRIPTION:

That part of Section 26, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Northeast 1/4 of said Section 26; thence N89°31'49"W along the North line of said Northeast 1/4 for a distance of 739.93 feet to the Southerly limited access right-of-way line of State Road No. 417, as described in Official Records Book 4345, Page 3237, of the Public Records of Orange County, Florida; thence run the following courses and distances along said Southerly limited access right-of-way line: S66°42'07"W, 117.67 feet; S23°17'53"E, 305.00 feet; S66°42'07"W, 450.00 feet; N23°17'53"W, 305.00 feet; S66°42'07"W, 1700.00 feet; S23°17'53"E, 305.29 feet to the POINT OF BEGINNING; continue S23°17'53"E, 138.83 feet; S89°50'51"W, 156.13 feet; thence departing said Southerly limited access right-of-way line run N38°21'09"E, 163.13 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined factor of 0.99994883912, NAD 83 Datum (2011 adjustment).

Reserving all rights of ingress, egress, light, air and view to, from or across any SR 417 right of way property which may accrue to any property adjoining said right or way.

Containing 0.229 acres more or less being subject to any rights-of-way, restrictions and easements of record.

NOTES:

1. This is not a survey.
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. Bearings based on North line of the Northeast 1/4 of Section 26, Township 24 South, Range 30 East, being N89°31'49"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
4. All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.
5. Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm. Surveyor has reviewed the following items listed in Schedule B - Section 2 of First American Title Insurance Company Certificate of Title Information, Agent File No.: CFX-RW Release, First American File Number 2037-3765036, Effective Date May 18, 2017, for easements and rights-of-way as provided to Donald W. McIntosh Associates, Inc. and finds none.

The property may also be subject to other matters set forth in said Certificate of Title Information.

LEGEND

SECTION 26-24-30 SECTION, TOWNSHIP, RANGE
 PB PLAT BOOK
 PGS PAGES
 L1 LINE NUMBER (SEE TABLE)
 R/W RIGHT-OF-WAY
 ORB OFFICIAL RECORDS BOOK

DATE	BY	DESCRIPTION
10/12/17	PH	Revised Sketch
9/25/17	PH	Revised Legal Description
6/28/17	PH	Revised Notes

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 LIMITED ACCESS R/W - RELEASE PARCEL
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)

REVISIONS



DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. MCINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman October 12, 2017
 Florida Registered Surveyor and Mapper
 Certificate No. 5048
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

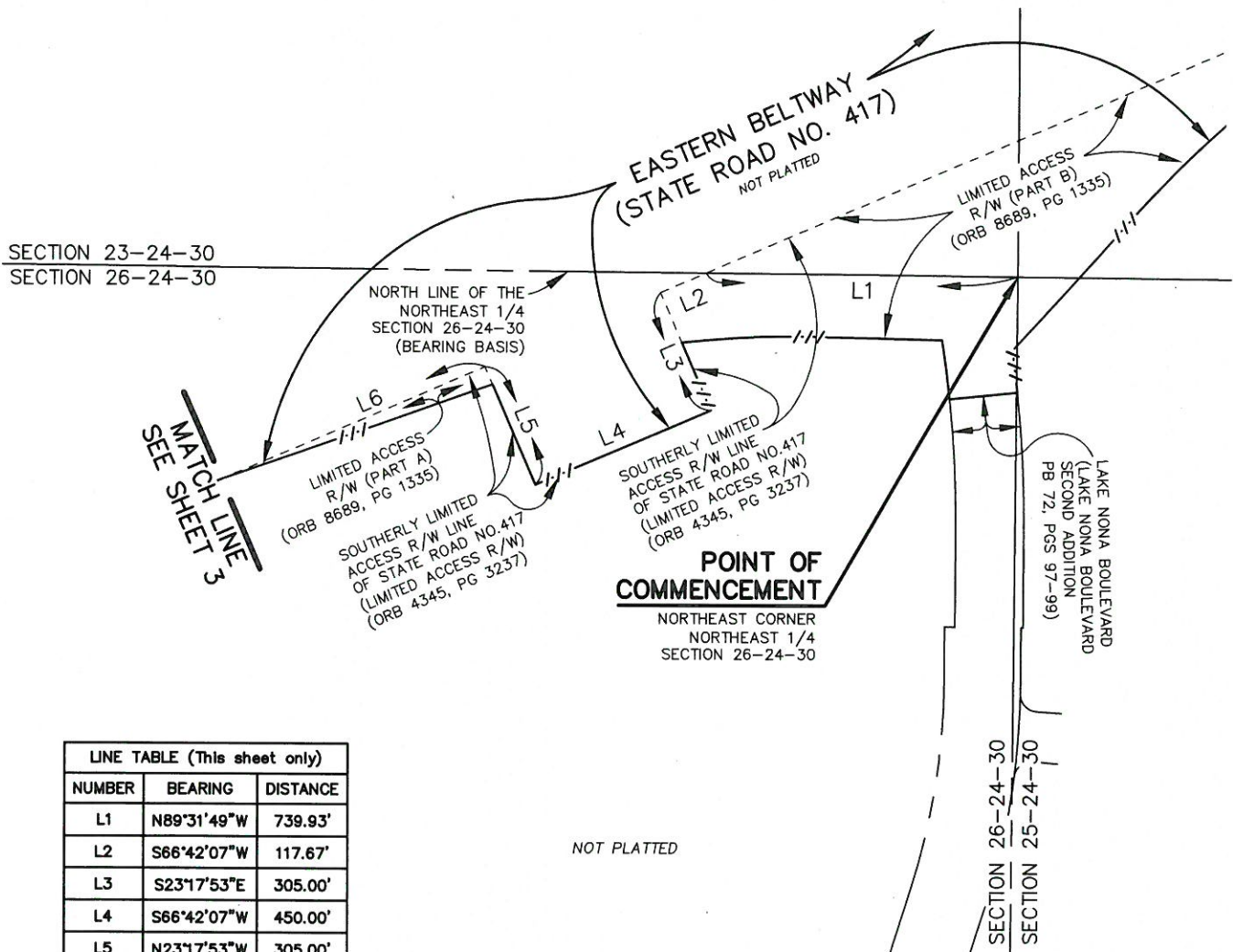
DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>16166</u>	SCALE <u>N/A</u>	SHEET <u>1</u>
DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			OF <u>3</u>

EXHIBIT "A"

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
 RELEASE PARCEL
 STATE ROAD 417, PROJECT 455, PARCEL 45-501 (PARTIAL)
 SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR SKETCH

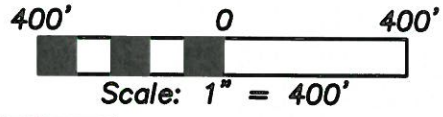
All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.



LINE TABLE (This sheet only)		
NUMBER	BEARING	DISTANCE
L1	N89°31'49"W	739.93'
L2	S66°42'07"W	117.67'
L3	S23°17'53"E	305.00'
L4	S66°42'07"W	450.00'
L5	N23°17'53"W	305.00'
L6	S66°42'07"W	1700.00'

NOT PLATTED

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 LIMITED ACCESS R/W - RELEASE PARCEL
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>16166</u>	SCALE <u>1"=400'</u>	SHEET <u>2</u>
DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			OF <u>3</u>

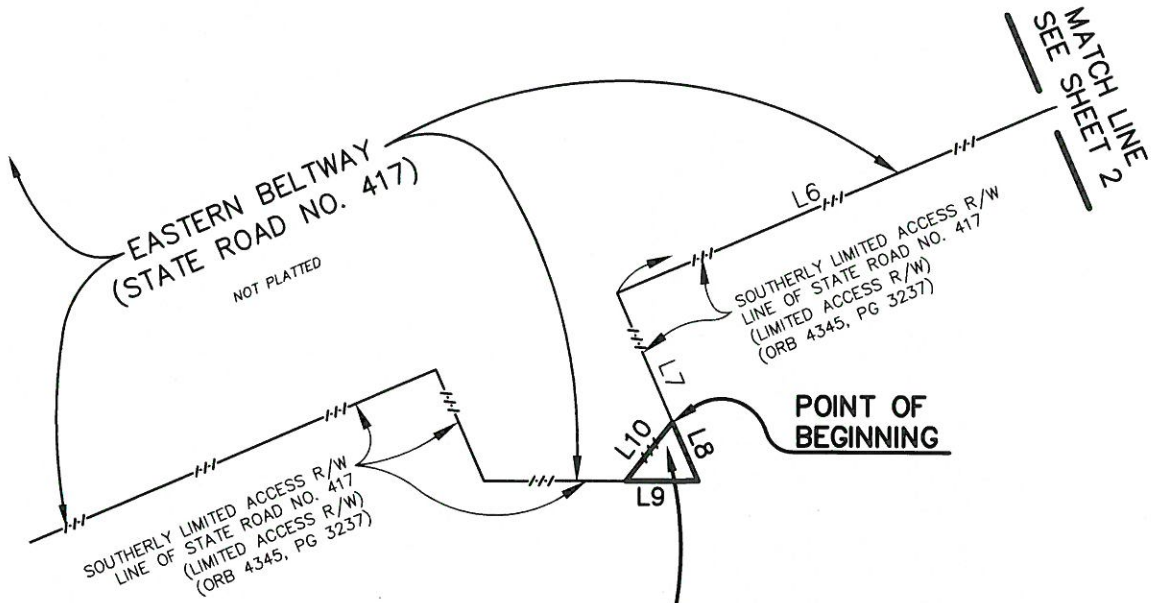
SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
 RELEASE PARCEL
 STATE ROAD 417, PROJECT 455, PARCEL 45-501 (PARTIAL)
 SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR SKETCH

All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.



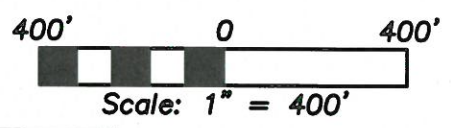
----- SECTION 23-24-30
 ----- SECTION 26-24-30



**STATE ROAD NO. 417
 LIMITED ACCESS R/W
 RELEASE PARCEL**

LINE TABLE (This sheet only)		
NUMBER	BEARING	DISTANCE
L6	S66°42'07"W	1700.00'
L7	S23°17'53"E	305.29'
L8	S23°17'53"E	138.83'
L9	S89°50'51"W	156.13'
L10	N38°21'09"E	163.13'

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 LIMITED ACCESS R/W - RELEASE PARCEL
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>16166</u>	SCALE <u>1"=400'</u>	SHEET <u>3</u>
DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			OF <u>3</u>

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
DRAINAGE EASEMENT
STATE ROAD 417, PROJECT 455,
PARCEL 851, PART D, EXTENSION
SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
SEE SHEETS 2-3 FOR NOTES CONTINUED
SEE SHEETS 4-5 FOR SKETCH

DESCRIPTION:

That part of Section 26, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Northeast 1/4 of said Section 26; thence N89°31'49"W along the North line of said Northeast 1/4 for a distance of 739.93 feet to the Southerly limited access right-of-way line of State Road No. 417, as described in Official Records Book 4345, Page 3237, of the Public Records of Orange County, Florida; thence run the following courses and distances along said Southerly limited access right-of-way line: S66°42'07"W, 117.67 feet; S23°17'53"E, 305.00 feet; S66°42'07"W, 450.00 feet; N23°17'53"W, 305.00 feet; S66°42'07"W, 860.00 feet to the Southwesterly line of Drainage Easement "C", as described in Official Records Book 4345, Page 3244, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said Southwesterly line continue S66°42'07"W along said Southerly limited access right-of-way line, 840.00 feet; thence S23°17'53"E along said Southerly limited access right-of-way line, 130.00 feet to the Northerly line of Drainage Easement "D", as described in said Official Records Book 4345, Page 3244; thence departing said Southerly limited access right-of-way line run N66°42'07"E along said Northerly line, 35.00 feet; thence departing said Northerly line run N23°17'53"W, 55.00 feet; thence N21°42'07"E, 21.21 feet; thence N66°42'07"E, 790.00 feet to the Southeasterly prolongation of the aforesaid Southwesterly line of Drainage Easement "C"; thence N23°17'53"W along said Southeasterly prolongation and the said Southwesterly line, 60.00 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined factor of 0.99994883912, NAD 83 Datum (2011 adjustment).

Containing 1.216 acres more or less being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on North line of the Northeast 1/4 of Section 26, Township 24 South, Range 30 East, being N89°31'49"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.

NOTES CONTINUED ON SHEET 2

LEGEND

SECTION 26-24-30	SECTION, TOWNSHIP, RANGE
PB	PLAT BOOK
PGS	PAGES
L1	LINE NUMBER (SEE TABLE)
R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
SWLY LINE	SOUTHWESTERLY LINE
DE "C"	OF DRAINAGE EASEMENT "C" (OFFICIAL RECORDS BOOK 4345, PAGE 3244)
TCOM	TELECOMMUNICATION

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 417 - DRAINAGE EASEMENT
(PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)

DATE	BY	DESCRIPTION
10/12/17	PH	REVISED SKETCH
6/28/2017	PH	REVISED NOTES AND SHEET LAYOUT

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman October 12, 2017
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>16166</u>	SCALE <u>N/A</u>	SHEET <u>1</u>
DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			OF <u>5</u>

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
DRAINAGE EASEMENT
STATE ROAD 417, PROJECT 455,
PARCEL 851, PART D, EXTENSION

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
SEE SHEETS 2-3 FOR NOTES CONTINUED
SEE SHEETS 4-5 FOR SKETCH

NOTES CONTINUED FROM SHEET 1

5. Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm. Surveyor has reviewed the following items listed in First American Title Insurance Company Ownership and Encumbrance Report, Customer Reference Number. CFX-DE (Drainage Easement), First American File Number 2037-3765059, dated May 18, 2017, for easements and rights-of-way as provided to Donald W. McIntosh Associates, Inc. and finds the following:

Item Number:

Comment:

9. Orange County/Lake Nona Corporation Water and Wastewater Utilities Agreement recorded August 25, 1986 in Book 3814, Page 2159; First Amendment recorded August 25, 1988 in Book 4008, Page 3245; Lake Nona Utility Agreement with the City of Orlando recorded July 5, 1994 in Book 4764, Page 1185; First Amendment recorded November 20, 1998 in Book 5620, Page 2327; Second Amendment recorded November 20, 1998 in Book 5620, Page 2331; and Third Amendment recorded September 29, 2000 in Book 6097, Page 4121. No plottable easements.
10. Declaration of Covenant and Waiver recorded February 29, 1988 in Book 3961, Page 1078. No plottable easements.
11. Declaration and Dedication of Avigation Easement recorded February 29, 1988 in Book 3961, Page 1089; and Amendment recorded July 23, 2008 in Book 9735, Page 3416. Shown.
12. Access to Central Florida Greenway (SR 417) is limited by Special Warranty Deed recorded November 14, 1991 in Book 4345, Page 3237. Shown.
13. Stipulated Final Judgment recorded August 5, 1994 in Book 4778, Page 1036, under Case No. CI-91-692 and CI-91-4738; First Amendment to Schedule A recorded November 20, 1998 in Book 5620, Page 2336; and Amendment recorded July 23, 2008 in Book 9735, Page 3410. No plottable easements.
14. Developer's Agreement by and between City of Orlando, Lake Nona Corporation and Orlando Utilities Commission recorded July 16, 1996 in Book 5090, Page 924. No plottable easements.
15. Assignment and Agreement Regarding Development Rights and Obligations recorded February 18, 1997 in Book 5202, Page 4038. No plottable easements.
16. Notice of Establishment of the Boggy Creek Improvement District, a Community Development District recorded December 20, 2001 in Book 6417, Page 3725; Notice of Boundary Amendment recorded January 12, 2004 in Book 7261, Page 3561; Notice of Boundary Amendment of the Boggy Creek Improvement District recorded March 31, 2006 in Book 8559, Page 221; and Notice of Boundary Amendment of the Boggy Creek Improvement District recorded June 3, 2008 in Book 9706, Page 10830; and Notice of Boundary Amendment recorded November 11, 2016 in Instrument No. 20160591805. No plottable easements.
17. Interlocal Agreement by and between City of Orlando, Florida and Boggy Creek Improvement District recorded February 7, 2002 in Book 6452, Page 6958; and First Amendment to Interlocal Agreement between City of Orlando, Florida and Boggy Creek Improvement District recorded April 11, 2003 in Book 6865, Page 2178; Second Amendment between the City of Orlando, Florida and Boggy Creek Improvement District Regarding the Exercise of Powers and Cooperation on Various Projects and Services dated February 13, 2006 and recorded August 11, 2006 in Book 8800, Page 4934; and Third Amendment recorded June 12, 2008 in Book 9711, Page 2576. No plottable easements.
18. Ordinance Establishing a Community Development District, to be known as the Boggy Creek Improvement District recorded June 27, 2002 in Book 6554, Page 1847; Ordinance expanding the Boggy Creek Improvement District recorded April 11, 2003 in Book 6865, Page 2169; unrecorded Ordinance Contracting the Boundaries of the Community Development District, known as the Boggy Creek Community Development District; Providing a Severability Clause; and Providing an Effective Date, dated February 13, 2006; and that certain unrecorded Ordinance approved May 19, 2008 Amending the Boundaries of the Community Development District known as the Boggy Creek Improvement District; providing a severability clause; and providing an effective date. No plottable easements.
19. Interlocal Agreement among the Boggy Creek Improvement District, the Myrtle Creek Improvement District and the Greenway Improvement District regarding the Construction, Management and Financing of Certain Infrastructure Improvements recorded May 25, 2006 in Book 8663, Page 1398; First Amendment recorded August 2, 2006 in Book 8782, Page 3865; Second Amendment recorded September 23, 2008 in Book 9765, Page 4236; and Third Amendment recorded October 21, 2008 in Book 9776, Page 9296. No plottable easements.

NOTES CONTINUED ON SHEET 3

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 417 - DRAINAGE EASEMENT
(PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



DONALD W. MCINTOSH ASSOCIATES, INC.
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2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>16166</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			OF <u>5</u>

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
DRAINAGE EASEMENT

STATE ROAD 417, PROJECT 455,
PARCEL 851, PART D, EXTENSION

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

SEE SHEETS 2-3 FOR NOTES CONTINUED

SEE SHEETS 4-5 FOR SKETCH

NOTES CONTINUED FROM SHEET 2

Item Number:

Comment:

20. Ordinance of the City of Orlando, Florida, Amending and Restating the Development Requirements for the Lake Nona Planned Development recorded January 11, 2008 in Book 9563, Page 1304; Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development recorded March 26, 2008 in Book 9640, Page 1912; An Ordinance of the City of Orlando, Florida, Amending the Planned Development Zoning District Regulations for the Lake Nona Planned Development recorded August 23, 2012 in Book 10430, Page 5591; An Ordinance of the City of Orlando, Florida, Amending the Planned Development Zoning District Regulations for the Lake Nona Planned Development recorded November 27, 2013 in Book 10670, Page 3237; and An Ordinance of the City of Orlando, Florida, Amending the Planned Development Zoning District Regulations for the Lake Nona Planned Development recorded September 11, 2015 in Book 10982, Page 938. No plottable easements.
21. Boggy Creek Improvement District's Notice of Imposition of Special Assessments recorded August 9, 2010 in Book 10086, Page 5970. No plottable easements.
22. Declaration of Consent to Jurisdiction of Boggy Creek Improvement District and To Imposition of Special Assessments recorded January 5, 2011 in Book 10155, Page 1112. No plottable easements.
23. Lien of Record of Boggy Creek Improvement District recorded January 7, 2011 in Book 10156, Page 9442. No plottable easements.
24. Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by The Boggy Creek Improvement District recorded May 4, 2011 in Book 10209, Page 20; and Amended Disclosure recorded June 27, 2013 in Book 10592, Page 1773. No plottable easements.
25. Grant of Non-Exclusive Access & Telecommunications Easement in favor of 827 Communications, LLC recorded December 21, 2012 in Book 10494, Page 1920; with Joinder and Consent to Grant of Non-Exclusive Access & Telecommunications Easement in favor of 827 Communications, LLC recorded December 21, 2012 in Book 10494, Page 1936. Shown.
26. Declaration of Consent to Jurisdiction of Boggy Creek Improvement District and to Imposition of Special Assessments recorded April 29, 2013 in Book 10561, Page 4546. No plottable easements.
27. Boggy Creek Improvement District's Notice of Series 2013 Special Assessments and Government Lien of Record recorded May 3, 2013 in Book 10564, Page 2953. No plottable easements.
28. Declaration of Prohibited Uses recorded December 29, 2016 in Instrument No. 20160672579; with Joinder and Consent to Declaration of Prohibited Uses recorded December 29, 2016 in Instrument No. 20160672580. No plottable easements.
29. Amendment to Developer's Agreement Regarding Lake Nona by and among Lake Nona Property Holdings, LLC, Lake Nona Land Company, LLC and the City of Orlando, Florida recorded January 27, 2017 in Instrument No. 20170053289. No plottable easements.
30. Amended and Restated Developer's Agreement Regarding Lake Nona recorded February 3, 2017 in Instrument No. 20170067108. No plottable easements.

The property may also be subject to other matters set forth in said Certificate of Title Information.

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 417 - DRAINAGE EASEMENT
(PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

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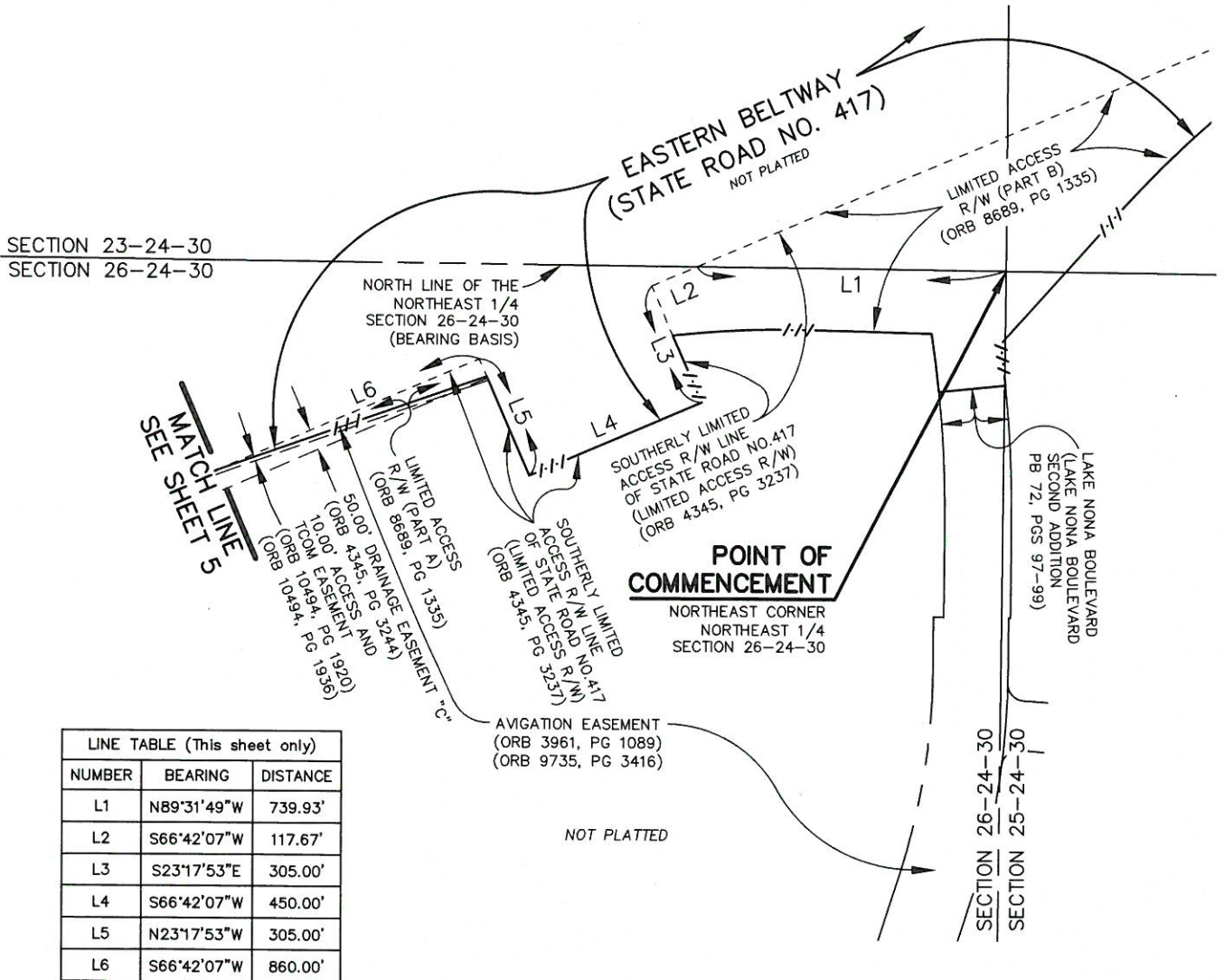
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DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			OF <u>5</u>

SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
DRAINAGE EASEMENT
STATE ROAD 417, PROJECT 455,
PARCEL 851, PART D, EXTENSION

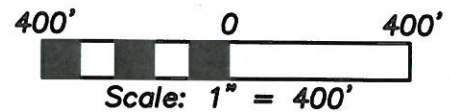
SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
SEE SHEETS 2-3 FOR NOTES CONTINUED
SEE SHEETS 4-5 FOR SKETCH

All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.



LINE TABLE (This sheet only)		
NUMBER	BEARING	DISTANCE
L1	N89°31'49"W	739.93'
L2	S66°42'07"W	117.67'
L3	S23°17'53"E	305.00'
L4	S66°42'07"W	450.00'
L5	N23°17'53"W	305.00'
L6	S66°42'07"W	860.00'

PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 417 - DRAINAGE EASEMENT
(PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>16166</u>	SCALE <u>1"=400'</u>	SHEET <u>4</u> OF <u>5</u>
DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			

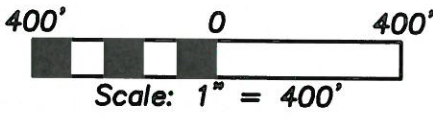
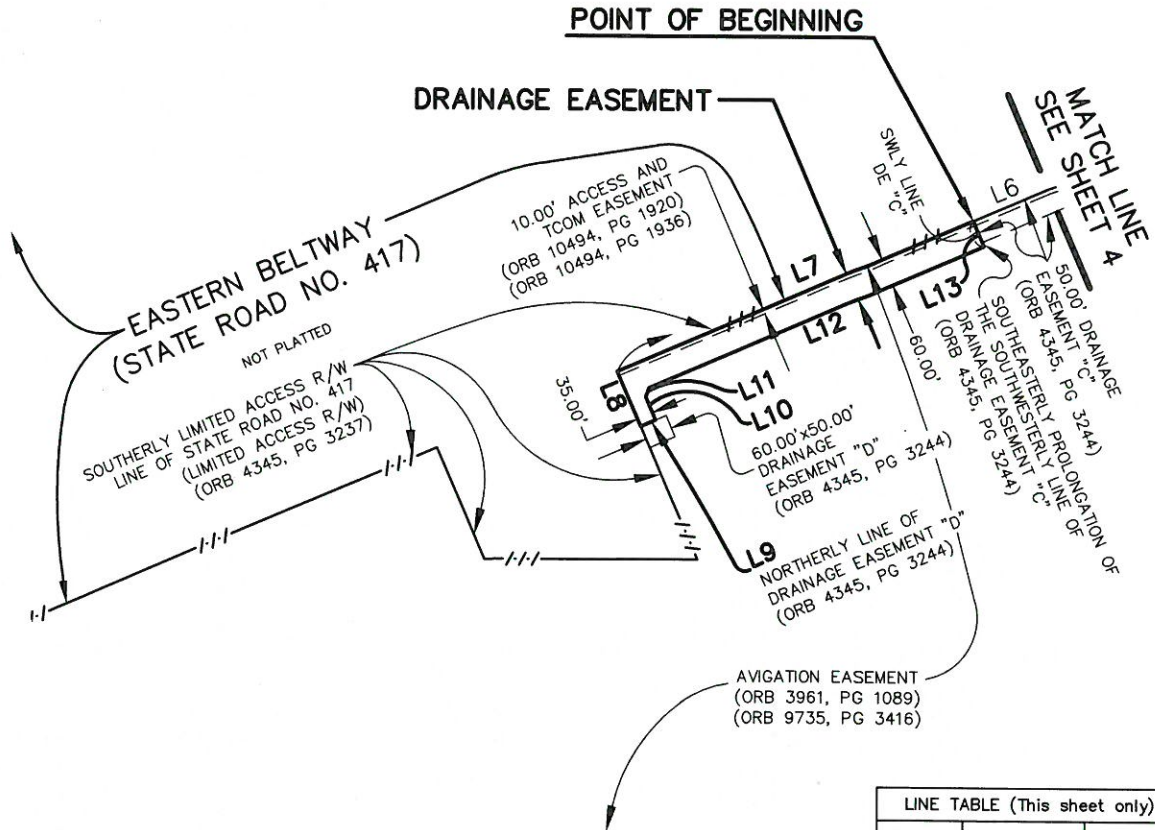
SKETCH OF DESCRIPTION

STATE ROAD 417 LIMITED ACCESS R/W
 DRAINAGE EASEMENT
 STATE ROAD 417, PROJECT 455,
 PARCEL 851, PART D, EXTENSION
 SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND
 SEE SHEETS 2-3 FOR NOTES CONTINUED
 SEE SHEETS 4-5 FOR SKETCH

All dimensions shown hereon are Grid dimensions in U.S. Survey Feet, based on Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment, average combined factor of 0.99994883912.



SECTION 23-24-30
 SECTION 26-24-30



LINE TABLE (This sheet only)		
L6	S66°42'07"W	860.00'
L7	S66°42'07"W	840.00'
L8	S23°17'53"E	130.00'
L9	N66°42'07"E	35.00'
L10	N23°17'53"W	55.00'
L11	N21°42'07"E	21.21'
L12	N66°42'07"E	790.00'
L13	N23°17'53"W	60.00'

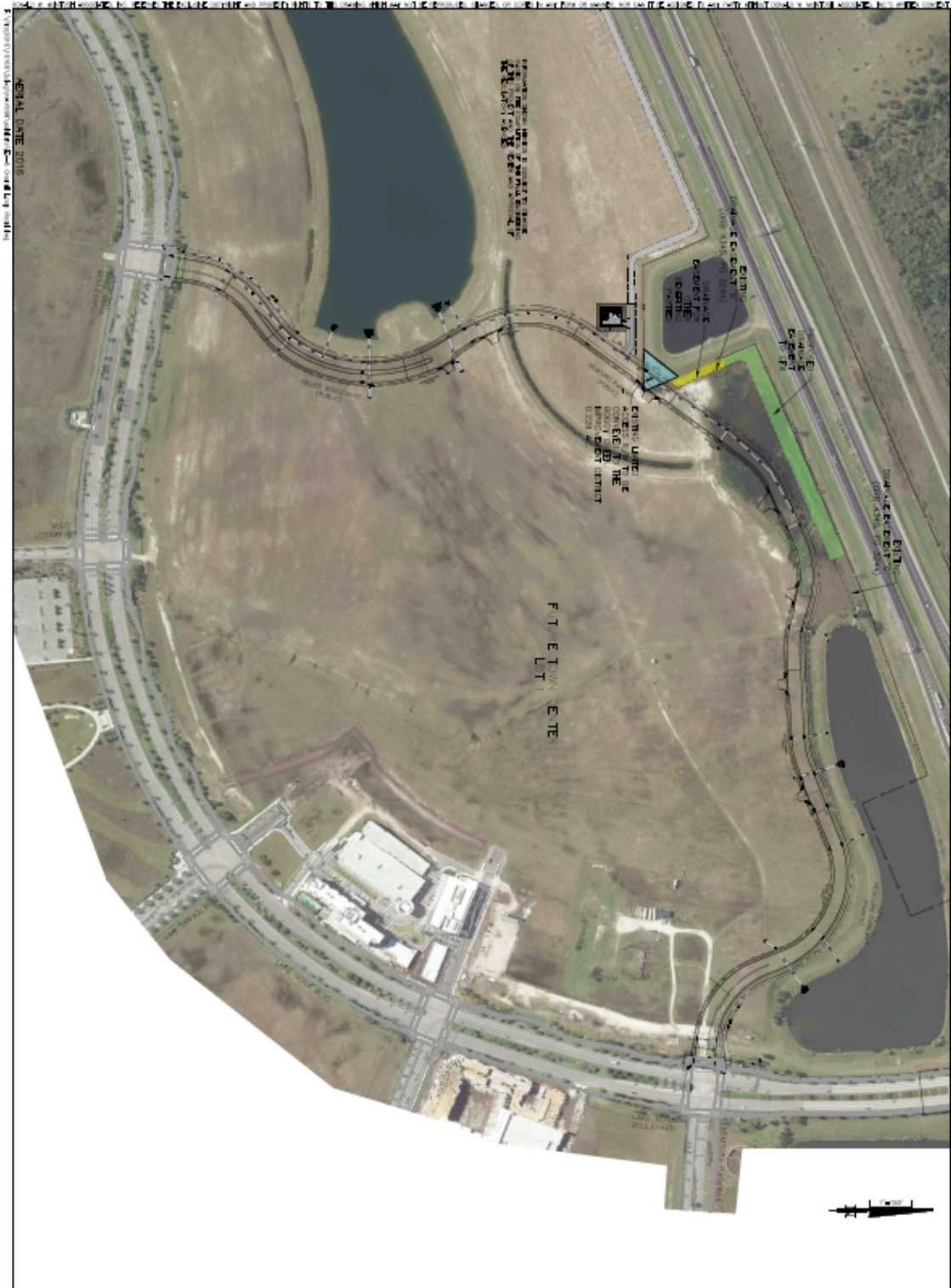
PREPARED FOR: BOGGY CREEK IMPROVEMENT DISTRICT
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 417 - DRAINAGE EASEMENT
 (PORTION OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA)

DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>16166</u>	SCALE <u>1"=400'</u>	SHEET <u>5</u>
DATE: <u>5/2017</u>	DATE: <u>5/2017</u>			OF <u>5</u>

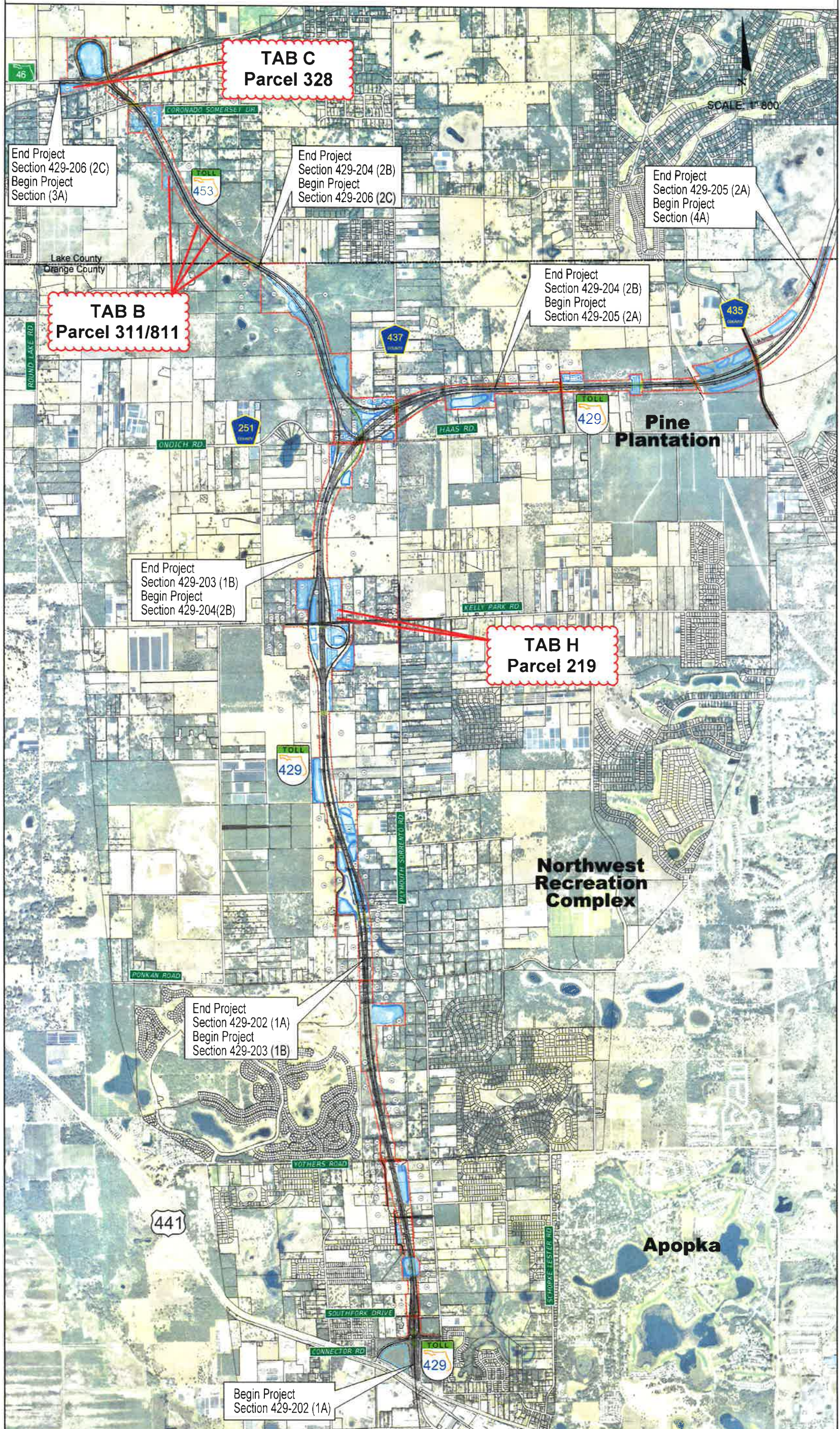
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AERIAL OF THE SURPLUS PROPERTY AND DRAINAGE EASEMENT

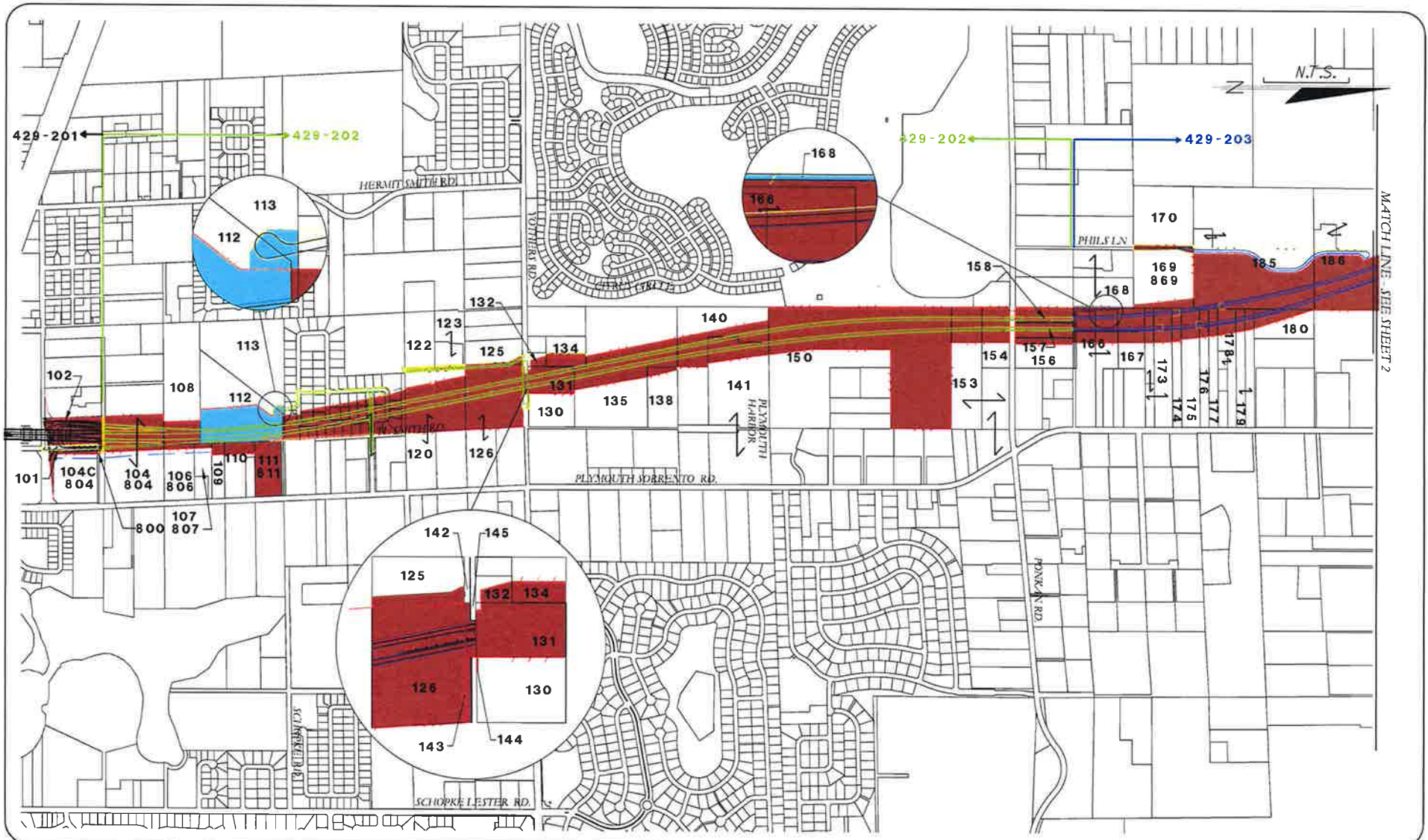


DRAWING SHEET 1 OF 1	<p>LAKE NONA NEMOURS PARKWAY WEST AND LIFT STATION NO. 10 CITY OF ORLANDO, FLORIDA</p> <p>ONE SURPLUS PARCEL AND SURROUNDING AREA EXHIBIT</p>	 <p>DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS & SURVEYORS 2000 PARK AVENUE NORTH, SUITE 2000, PALM BEACH, FL 33480 TEL: 561-844-4800 WWW.DWMA.COM</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DATE</td> <td>SCALE</td> <td>REVISION</td> <td>BY</td> <td>DATE</td> <td>JOB NO.</td> </tr> <tr> <td>11/11/11</td> <td>AS SHOWN</td> <td>1</td> <td>DM</td> <td>11/11/11</td> <td>11-11-11</td> </tr> </table>	DATE	SCALE	REVISION	BY	DATE	JOB NO.	11/11/11	AS SHOWN	1	DM	11/11/11	11-11-11
DATE	SCALE	REVISION	BY	DATE	JOB NO.										
11/11/11	AS SHOWN	1	DM	11/11/11	11-11-11										

CFX Project Section Map



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N.T.S.

MATCH LINE - SEE SHEET 2

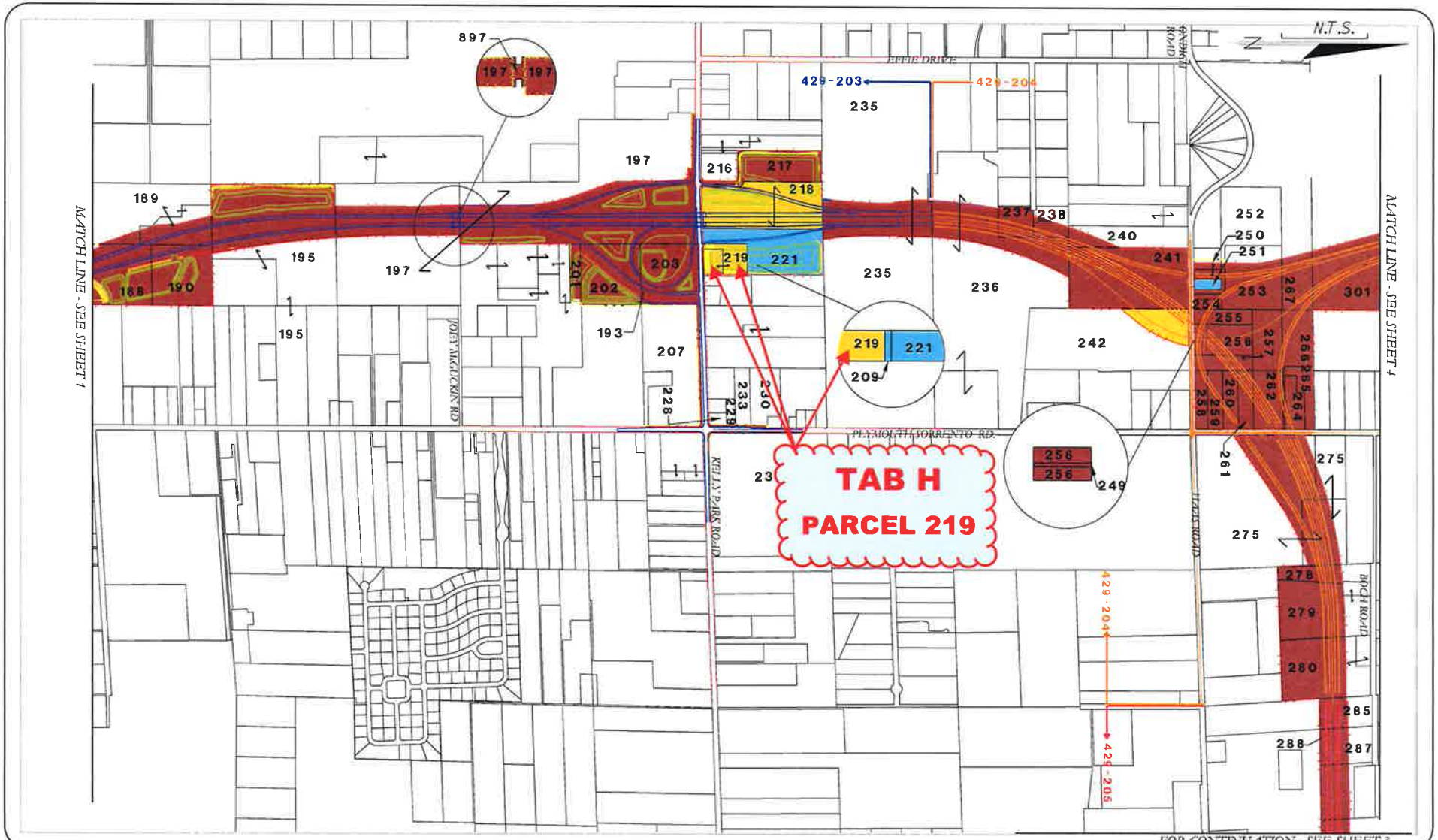
CENTRAL
 FLORIDA
 EXPRESSWAY
 AUTHORITY

WEKIVA PARKWAY

- Legend**
- █ ACQUIRED/COMPLETE
 - █ ACQUIRED/PENDING LITIGATION
 - █ ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
 October 25, 2017
 SUBJECT TO CHANGE

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CENTRAL
 FLORIDA
 EXPRESSWAY
 AUTHORITY

WEKIVA PARKWAY

- Legend**
- █ ACQUIRED/COMPLETE
 - █ ACQUIRED/PENDING LITIGATION
 - █ ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
 October 25, 2017
 SUBJECT TO CHANGE

2
 OF
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FOR CONTINUATION - SEE SHEET 3

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FOR CONTINUATION
SEE SHEET 2



LAKE COUNTY
ORANGE COUNTY

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

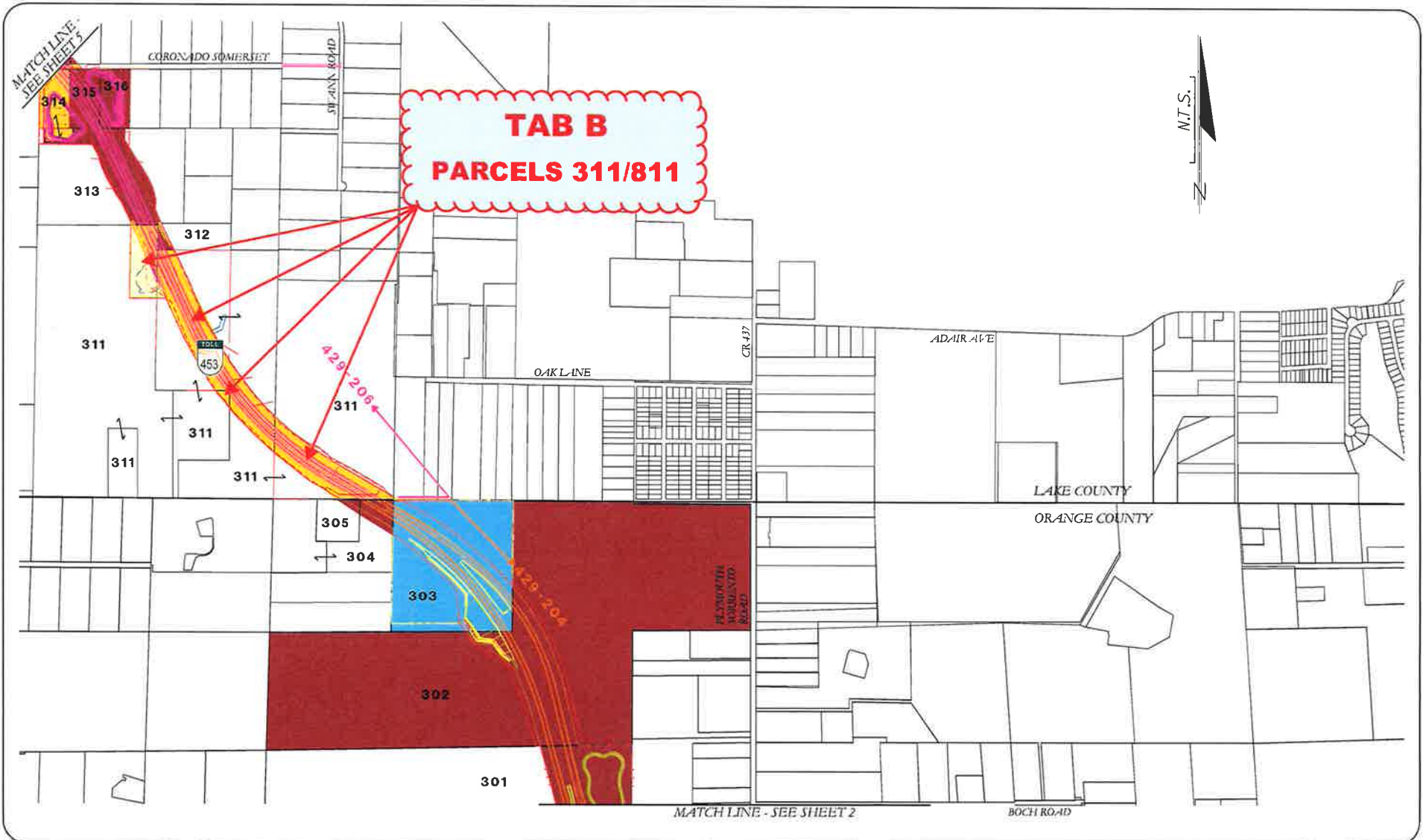
WEKIVA PARKWAY

- Legend
- ACQUIRED/COMPLETE
 - ACQUIRED/PENDING LITIGATION
 - ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
October 25, 2017
SUBJECT TO CHANGE

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CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

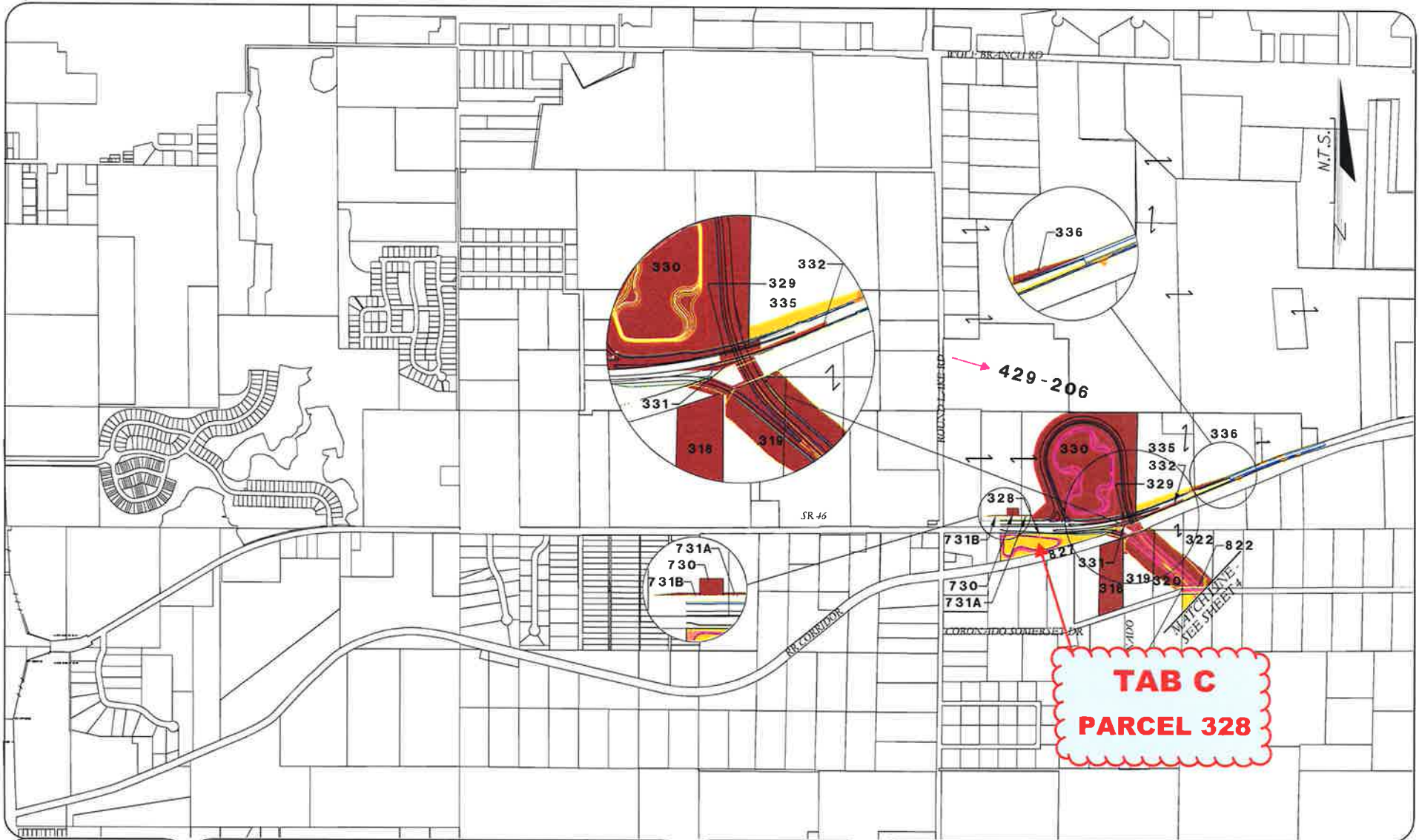
Legend

	ACQUIRED/COMPLETE
	ACQUIRED/PENDING LITIGATION
	ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
October 25, 2017
SUBJECT TO CHANGE

4
OF
5

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CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

Legend
ACQUIRED/COMPLETE
ACQUIRED/PENDING LITIGATION
ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
October 25, 2017
SUBJECT TO CHANGE

5
OF
5