

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
January 11, 2018
9:00 a.m.**

**Meeting location: Central Florida Expressway Authority
Board Room
4974 ORL Tower Road
Orlando, FL 32807**

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Rule 1-1.011, the governing Board for CFX has set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public interest is on the Board's agenda, but excluding pending procurement issues. Each speaker shall be limited to 3 minutes.

C. APPROVAL OF DECEMBER 14, 2017 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

1. Chairman's Report
2. Treasurer's Report
3. Executive Director's Report

F. REGULAR AGENDA ITEMS

1. **BOARD OFFICERS ELECTION**, *Joseph L. Passiatore, General Counsel* (action item)
2. **CONSTRUCTION SAFETY CAMPAIGN**, *Angela Melton, Communications Manager* (info. Item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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 lrannetta.dennis@CFXway.com at least three business days prior to the event.

C.
APPROVAL OF
BOARD MEETING
MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
December 14, 2017**

**Location: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Board Room**

Board Members Present:

Mayor Buddy Dyer, City of Orlando (Chairman)
Commissioner Fred Hawkins, Jr., Osceola County (Vice Chairman)
Jay Madara, Gubernatorial Appointment (Treasurer)
Commissioner Jim Barfield, Brevard County
Commissioner Brenda Carey, Seminole County
Mayor Teresa Jacobs, Orange County
Andria Herr, Gubernatorial Appointment
Commissioner Sean Parks, Lake County
S. Michael Scheeringa, Gubernatorial Appointment
Commissioner Jennifer Thompson, Orange County

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

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

A. CALL TO ORDER

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

B. PUBLIC COMMENT

- 1) Ms. Crissy Fogleson with ETC commented on the Beachline purchase and its benefit to the community.
- 2) Mayor Joe Kilsheimer, Mayor City of Apopka, commented on the Weivka Parkway interchange proposal.

- 3) Commissioner Leslie Campione, Lake County Commissioner, commented on the Wekiva Parkway interchange proposal. She provided the Board with an East Lake County Area Transportation Plan map (attached as Exhibit A).

Commissioner Sean Parks arrived at this time 9:39 a.m.

- 4) Ms. Nancy Prine, Friends of Wekiva River, commented on the Wekiva Parkway interchange proposal.
- 5) Mr. Charles Lee, Director of Advocacy with the Audubon Florida, commented on the Wekiva Parkway interchange proposal and the Osceola Parkway Extension.

The following persons commented on the Osceola Parkway Extension:

- 6.) Ms. Sandra Webb with Kissimmee Valley Audubon Pine Lily Chapter FNPS
- 7.) Ms. Eleanor Foerste with Eleanor Foerste Adventures, LLC
- 8.) Ms. Nicole Paddock with Friends of Split Oak
- 9.) Ms. Sharon McBreen with Friends of Split Oak
- 10.) Mr. Michael Jones with the Orange Audubon Society commented on the Wekiva Parkway and the Osceola Parkway Extension.
- 11.) Mr. David A. Wegman, Founder of the Friends of Split Oak
- 12.) Ms. Gretchen Robinson with Friends of Split Oak
- 13.) Ms. Suzanne Arnold, Lake Mary Jane Alliance

PUBLIC COMMENTS CONTINUED

- 14.) Mr. David Bottomley commented on the Alafaya streetlights.
- 15.) Commissioner Lee Constantine, Seminole County Commissioner, commented on the legislation of the Wekiva Parkway and Protection Act and the Wekiva Parkway Interchange proposal.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Hawkins and seconded by Mr. Madara to approve the November 9, 2017 Board Meeting Minutes as presented. The motion carried unanimously with ten (10) members present voting AYE by voice vote.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

COMMUNICATIONS AND PUBLIC OUTREACH

1. Approval of Contract Award for Public Outreach Education and Communications Consultant Services to Day Communications, Inc., Contract No. 001299 (Agreement Value: \$3,138,000.00)

CONSTRUCTION

2. Authorization to Advertise for Letter of Interest for Systemwide Construction Engineering and Inspection (CEI) Services, Contract No. 001368
3. Approval of Construction Contract Modifications on the following projects:

a. Project 800-909	Traffic Control Devices, Inc.	(\$ 8,143.54)
b. Project 528-131	SEMA Construction, Inc.	\$0
c. Project 429-202	Prince Contracting, LLC	(\$1,205,716.83)
d. Project 429-203	Superior Construction Co., SE, LLC	(\$ 457,255.20)
e. Project 429-204	Southland Construction, Inc.	\$ 98,520.95
f. Project 429-205	Superior Construction Co., SE, LLC	\$ 88,139.95
g. Project 429-206	GLF Construction Corporation	\$ 202,591.35
h. Project 528-405	Southland Construction, Inc.	\$ 99,475.24
i. Project 429-739	The Lane Construction Corp.	\$0
j. Project 253F	The Lane Construction Corp.	\$ 3,306.20
k. Project 253G	SEMA Construction, Inc.	\$1,031,000.00
l. Project 528-313	The Lane Construction Corp.	\$0
m. Project 408-127	The Lane Construction Corp.	\$ 674,861.30

ENGINEERING

4. Authorization to Enter Into an Option and Sales Agreement with Holland Properties, Inc. d/b/a TM-Econ Mitigation Bank, Project No. 417-134, Contract No. 001153 (Agreement Value: \$75,600.00)
5. Approval of Contract Award for Concept, Feasibility and Mobility Studies of the Northeast Connector Expressway Extension to Volkert, Inc., Project No. 599-215, Contract No. 001209 (Agreement Value Not-to-Exceed: \$1,605,000.00)
6. Approval of Contract Award for S.R. 408 Milling & Resurfacing from Ortman Drive to Westmoreland Drive to Preferred Materials, Inc., Project No. 408-742B, Contract No. 001356 (Agreement Value: \$3,787,806.15)
7. Authorization to Advertise for Construction Bids Miscellaneous Signage Improvements, Project No. 599-630, Contract No. 001370

FINANCE

8. Ratification of Action Taken to Approve the 22nd Supplemental Revenue Bond Resolution

INTERNAL AUDIT

9. Acceptance of Internal Audit Reports:
 - a. Prior Audit Recommendations Follow-up
 - b. Information Security Risk Assessment Phase II

MAINTENANCE

10. Approval of Supplement Agreement No. 1 and Paff Tree Service, LLC as Subconsultant to Jorgensen Contract Services, LLC for Roadway Maintenance Services on S.R. 408, S.R. 417 and S.R. 528, Contract No. 001151 (Agreement Value: \$300,000.00)
11. Approval of Supplemental Agreement No. 2 and Advantage Hedging and Topping, Inc. as Subconsultant to HDR/ICA for Roadway and Bridge Maintenance on S.R. 414, S.R. 429 and S.R. 451, Contract No. 001152 (Agreement Value: \$115,000.00)
12. Authorization to Advertise for Bids for Landscape Improvements for S.R. 453, Project No. 429-825, Contract No. 001365
13. Authorization to Execute Cooperative Purchase (Piggyback) Agreement with Traffic Control Devices, Inc., for Sign Replacements, Contract No. 001366 (Agreement Value Not-to-Exceed: \$475,000.00)

TOLL OPERATIONS/TECHNOLOGY

14. Approval of Circuitronics, LLC as Subconsultant for the Maintenance of ITS Infrastructure Contract with Kapsch TrafficCom N.A., Inc., Contract No. 001283
15. Authorization to Advertise an Invitation to Bid for the Procurement of Field Ethernet Switch Equipment, Project 599-542, Contract No. 001367

A motion was made by Commissioner Carey and seconded by Mr. Madara to approve the Consent Agenda as presented. The motion carried unanimously with ten (10) members present voting AYE by voice vote.

E. REPORTS

1. CHAIRMAN'S REPORT

Mayor Dyer asked everyone to keep safety in mind this Holiday season. As road construction continues across Central Florida, be mindful of lane closures or shifts. Your safety is our number one priority.

2. TREASURER'S REPORT

Mr. Madara reported that toll revenues for September were \$38.2 million which is 9% above projections and 25% above the prior year. The larger year-over-year increase was driven by the fact that tolls were suspended for approximately 5 days due to Hurricane Matthew in the prior year.

Total operating expenses were \$7.4 million for the month and \$18.6 million year-to-date, which is 12% under budget.

The projected year end senior lien debt service ratio is 2.20, which is slightly below the budgeted ratio of 2.23.

Following up from last month's commentary regarding being behind budget during the 4 months ending in October, due to Hurricane Irma, Ms. Lumbard worked through an analysis trending out current run rates through the end of the fiscal year and CFX is on the right path to overcome the Irma impact and exceed budget for the year. Based on the current run rates, CFX should catch up in the March or April time frame.

Moody's and S&P upgraded CFX's debt ratings. Moody's updated CFX to A1 and S&P updated CFX from A to A+.

Ms. Kelley requested that Lisa Lumbard, CFO, report on the advanced refunding due to the proposed federal tax reforms. Ms. Lumbard reported an 11% savings due to the refunding.

3. EXECUTIVE DIRECTOR'S REPORT

Ms. Kelley provided the Executive Director's Report in written form.

In addition, Ms. Kelley discussed the following:

- The meeting with environmentalists regarding Split Oak on November 30th and the December 8th tour of Split Oak; and
- The CFX partnership with Orlando International Airport for a rental car pilot program.

F. REGULAR AGENDA ITEMS

1. THE SYSTEM TRANSFER

Mayor Dyer provided an update on the system purchase. The issue involves the valuation of the pieces to be purchased by CFX from FDOT. Those involved are working on a price that benefits both agencies. He mentioned an editorial in the Orlando Sentinel by Paul Owens (attached as Exhibit B) which details CFX's position.

(This item was for informational purposes. No action was taken.)

2. HISTORY OF THE WEKIVA PARKWAY AND PROTECTION ACT

Glenn Pressimone, Director of Engineering, provided an overview of events leading up to the approval and ultimate construction of the Wekiva Parkway Project. His presentation was not a comprehensive history of all the events that took place over the many years of the project development. In contrast, it can be viewed as a brief overview of the history specifically relative to the approved interchange locations for the Wekiva Parkway Project.

(This item was for informational purposes. No action was taken.)

3. OSCEOLA PARKWAY EXTENSION

Glenn Pressimone, Director of Engineering, presented the current status of the Concept, Feasibility and Mobility Study of the Osceola County Extension which is one of the potential expansion projects outlined in the 2040 Master Plan. The purpose of the studies is to investigate alternative alignments to those previously considered as part of the PD&E study to identify a potential alignment that meets CFX's viability test for potential expansion projects.

The current policy adopted through the 2040 Master Plan permits consideration of a proposed expansion project if 50% of its project cost can be covered through a combination of partnership contributions and revenue generated by the project.

A significant portion of the overall cost estimate for expansion projects such as this are attributed to costs for right-of-way acquisition. Two of the major land owners in the area have advised that they are prepared to discuss potential partnership opportunities relative to project right-of-way needs.

In order to fully consider the impact of these potential partnerships in the viability calculations, staff is seeking Board approval to engage in such discussions with these property owners.

Mr. Pressimone explained the requested motion. Commissioner Hawkins suggested a modification to the motion to include all of the Concept, Feasibility & Mobility Studies.

A motion was made by Commissioner Hawkins and seconded by Commissioner Carey to approve authorization to engage in discussions and consider potential right-of-way offers in the viability calculations for all of the Osceola County Concept, Feasibility and Mobility Studies in process. The motion carried unanimously with ten (10) members voting AYE by voice vote.

4. FDOT'S I-4 ULTIMATE PROJECTS PROPOSAL TO TEMPORARILY CLOSE S.R. 408 ORANGE AVENUE OFF-RAMP

FDOT Construction Program Manager Loreen C. Bobo requested approval of the First Amendment to the Interlocal Agreement. The Amendment will allow an alternative design to the S.R. 408 Eastbound Ramp to Orange Avenue at Lake Lucerne (Exit 10C). The alternative design retains the alignment of Exit 10C and requires a temporary full closure of the ramp to reconstruct the approach. The temporary closure will be 140 calendar days starting between August 2018 and August 2019. A minimum of 60 days notice of the closure date will be provided.

A motion was made by Commissioner Carey and seconded by Commissioner Parks to approve the First Amendment to the Interlocal Agreement between the Central Florida Expressway Authority and the Florida Department of Transportation for the Local Funding Contribution to the Interchange at Interstate Highway 4 and S. R. 408. The motion carried unanimously with ten (10) members voting AYE by voice vote.

5. PAYTOLLO PILOT – LEADING TO NEW OPPORTUNITIES

Ms. Kelley introduced Ryan Lausman from Sirius XM and Abenezer Yohalashet from PayTollo. CFX has been working with PayTollo for over a year on a pilot program. PayTollo has now partnered with Sirius XM to use a cell phone app for toll purposes. This program will provide an option for non-residents to experience the same level of tolling that someone with a transponder would have.

(This item was for informational purposes. No action was taken.)

G. BOARD MEMBER COMMENT

- Mr. Scheeringa applauded Ms. Kelley and her staff for her innovation in leading CFX. Also, Mr. Scheeringa referenced a letter Ms. Kelley disseminated to Board members from the Executive Director of Florida's Turnpike Enterprise ("Turnpike"), Diane Gutierrez-Scaccetti, attached as Exhibit C.
 - Mayor Dyer will send a letter to the Turnpike Executive Director.
- Commissioner Parks commented that he appreciated Mr. Scheeringa's remarks.

H. ADJOURNMENT

Chairman Dyer adjourned the meeting at 11:52 a.m.

Exhibits:

- A. Map of Commissioner Campione, Lake County Commissioner
- B. Orlando Sentinel Editorial
- C. Letter from Turnpike Executive Director Diane Gutierrez-Scaccetti

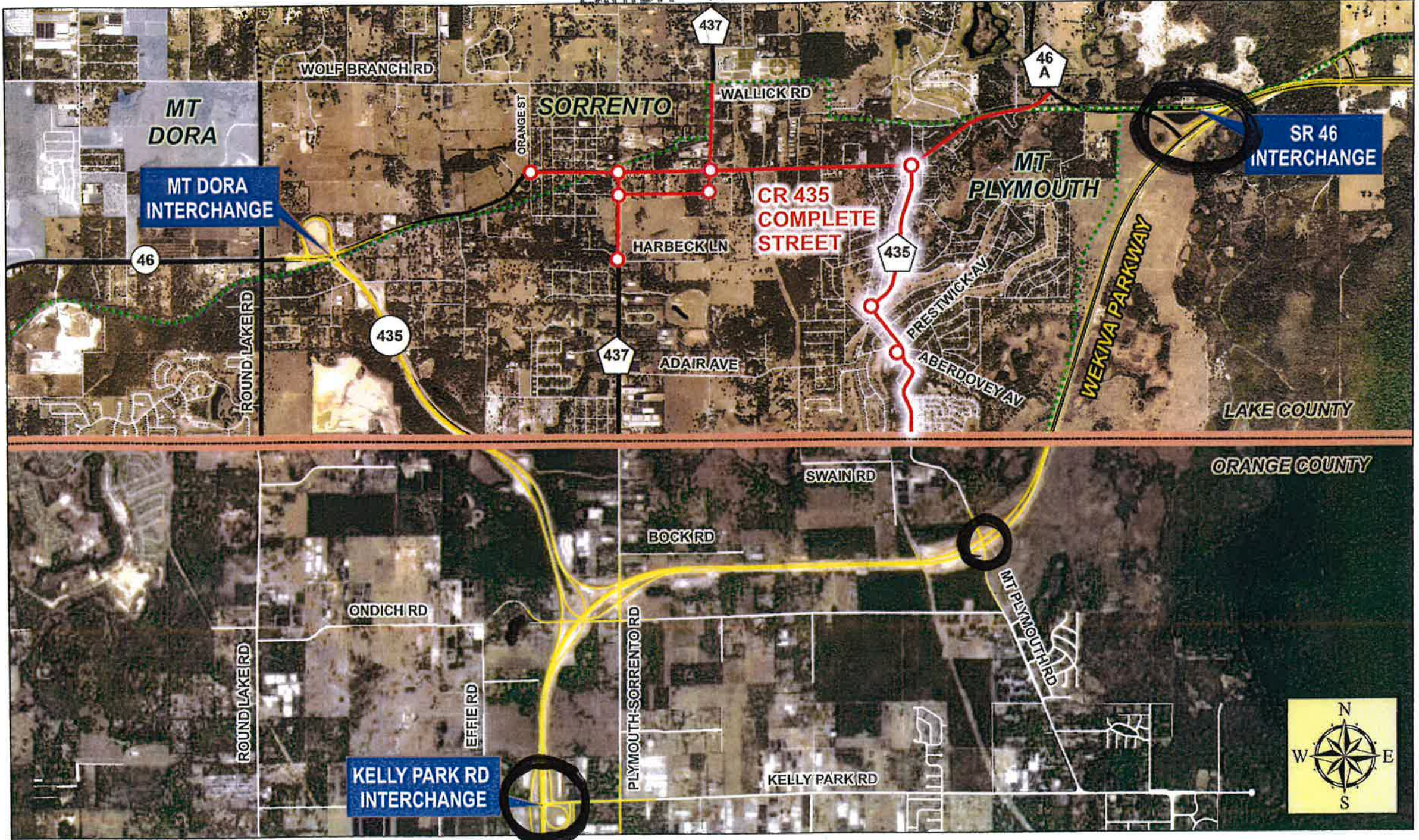
Buddy Dyer
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2018.

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. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, www.expresswayauthority.com

EXHIBIT "A"



East Lake County Area Transportation Plan

Legend

- Roundabout
- Wekiva Parkway
- Trail - Proposed
- Road - Proposed
- County Boundary
- Complete Streets

ORLANDO SENTINEL

Editorial: Unify control over Metro Orlando's expressways

By: Orlando Sentinel Editorial Board

Posted: December 1, 2017

Florida lawmakers demonstrated wisdom, foresight and fiscal responsibility in 2014 when they combined county expressway authorities in Central Florida into a single, regional agency. Roads don't stop at county lines, and it's inefficient and expensive to maintain multiple bureaucracies to control separate stretches of pavement. It's also a problem when neighboring toll-road agencies have conflicting policies and plans for the future.

Yet the rationale behind that 2014 law hasn't been completely realized yet. It's time for lawmakers to step in again.

Dueling road agencies

The Central Florida Expressway Authority now owns and operates 118 miles of toll roads in Metro Orlando. But a unit in the state Department of Transportation, Florida's Turnpike Enterprise, also owns and operates portions of CFX toll roads adding up to 83 miles. Highways under alternating regional and state control are State Roads 528, 417, 429 and the Wekiva Parkway, which is now under construction.

CFX is run by a 10-member board that includes seven elected county officials and three gubernatorial appointees from the region. The elected officials give the board an element of direct accountability to voters in the region for the decisions it makes on toll rates, highway routes and other policies. And the tolls CFX collects for the portions of the roads it runs are reinvested regionally in operations, maintenance and construction within its system.

FTE, by contrast, is run by unelected state employees, so it's not directly accountable to voters. FTE's toll revenue can be spent on operations, maintenance and construction on any of its toll roads throughout the state. What it collects in Central Florida doesn't necessarily stay in Central Florida.

If you think tolls are too high, or you object to the details of a plan to expand an expressway, who do you think is more likely to listen to your complaint: an agency whose board includes officeholders worried about your vote in the next election, or an appointed state official?

A lousy way to welcome visitors

The problems of divided ownership and operation between CFX and FTE aren't just hypothetical. On a section of the Beachline that FTE controls between Interstate 4 and Orlando International Airport, the state agency is now adding express travel lanes for motorists who will pay additional tolls. But motorists who take the lanes won't be able to use the two exits offering the most direct access to the International Drive tourism corridor and Orange County Convention Center.

Given the millions of tourists who come to Orlando every year, many of those motorists cut off from Exit 1 to International Drive and Exit 2 to Universal Boulevard on the Beachline will be unpleasantly surprised. This is a lousy way for a region whose economy is built on tourism to welcome visitors.

EXHIBIT "B"

FTE did not seek public comments when planning these lanes. I-Drive leaders formally complained to FTE after the access problem became apparent, but haven't persuaded the agency to alter its plans. It's hard to imagine an agency like the CFX, whose board members include the mayors of Orlando and Orange County, making the same mistake. It's also worth noting that CFX's board, unlike FTE, has no plans to add tolled express lanes — tolls on top of tolls — on the highways it runs.

Unifying this region's shared highways under CFX control would have other benefits. It would ensure consistency in other key policies, including toll rates, discounts and penalties for violators. County commissions in Orange, Seminole, Osceola and Lake counties have passed resolutions supporting the move. So has Orlando's City Council, the Greater Orlando Aviation Authority, and several regional business organizations.

The price is wrong

Orlando Mayor Buddy Dyer, the current CFX chairman, met with Gov. Rick Scott in February to seek his support for the authority purchasing the sections of the region's highways now under state control. Scott agreed if CFX paid "fair market value."

But there's a huge gap between CFX's offer of \$602 million and FTE's asking price of \$5 billion. The CFX number is based on the projected cash flow from tolls, costs for operations and maintenance, and outstanding debt from the 83 miles of highway in question over 30 years, which is a standard time period for valuing these kinds of assets. The FTE number is based on the same factors, but over 75 years. The state's figure is so inflated, we'd call it highway robbery.

The FTE's unconventional and unjustified approach to valuing its highways also departs from the precedent the state set in 1996, when the Department of Transportation transferred control over 43 miles of toll roads in Miami Dade County to that county's expressway authority for the cost of paying off the debt for them — \$80 million. The outstanding debt on the state's portions of toll roads in Central Florida is \$364 million — about 7 percent of the state's asking price.

How lawmakers can help

CFX could use a hand from state lawmakers. It needs them to pass a bill that would clear the way for the purchase of the FTE highway sections by CFX. But it also needs lawmakers — especially members from Central Florida — to use their influence with Scott to bring down the state's unreasonable asking price.

There's plenty in this deal for lawmakers who don't represent Central Florida. The money paid by CFX could be used by FTE for multiple purposes, including retiring some of its debt, speeding up other highway projects outside of Central Florida and investing in new projects.

Putting one agency in charge of expressways in Central Florida will benefit both the region and the state — if lawmakers will pave the way, and Scott will make sure the price is right.

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Florida Department of Transportation

RICK SCOTT
GOVERNOR

Florida's Turnpike Enterprise
P.O. Box 613069, Ocoee, FL 34761
407-532-3999

MIKE DEW
SECRETARY

November 27, 2017

Laura Kelley
Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Re: Interoperable Transaction Processing

Dear Ms. Kelley:

The Central Florida Expressway Authority recently announced that it is joining the E-ZPass Group, a consortium of toll roads and bridges across many eastern United States toll agencies. From what has been published to date in the media, it appears that CFX will begin accepting E-ZPass for payment of tolls on CFX toll facilities in early spring 2018. Given the existing interoperability between the Florida Department of Transportation hosted SunPass electronic payment system and the CFX E-PASS electronic payment system, which also provides CFX interoperability with different systems in other states, the Department and its partner agencies, the Miami-Dade County Expressway Authority and the Tampa-Hillsborough County Expressway Authority, are of course highly interested in the announcement.

The Department's goal continues to be maintenance of consistent interoperability within Florida, both for electronic payment customers of the several systems owned and operated by Florida toll agencies and out-of-state electronic payment system customers. Current out-of-state interoperability agreements established by the Department are inclusive of all Florida branded toll agencies. Lack of consistent interoperability throughout the State of Florida would be an obvious potential issue for out-of-state travelers who may wish to use their home state electronic toll payment system in Florida. As you are aware, visitors from North Carolina and Georgia can use their homestate transponders on all Florida toll facilities. If only one of the various electronic toll collection systems in Florida reads and accepts an out-of-state electronic transponder or tag, out-of-state travelers may be confused and even receive unexpected violation notices.

The Department's SunPass system is not currently interoperable with E-ZPass. To the best of the Department's knowledge, the Lee County owned and operated LeeWay system also is not interoperable with E-ZPass. One of the significant subjects in our recent discussions that culminated in the August 2017, Interoperability and Payment Processing Agreement was the opportunity for each agency to make its system interoperable with an out-of-state system when

the other agency establishes interoperability. The Department would like to evaluate the opportunity to make its electronic payment collection system interoperable with the E-ZPass system, as provided in the Agreement.

Please provide the Department with a copy of any and all agreements (executed or in draft form) that exist or are contemplated between CFX and the E-ZPass Group. The Department would also greatly appreciate receiving answers to the following questions to assist the Department in evaluating the opportunity:

- What is CFX's schedule to become interoperable with E-ZPass?
- What is the schedule for establishing the 28 interfaces to the other E-ZPASS agencies?
- What is the test plan schedule?
- What lane system changes are planned by CFX (AVI reader, lane controller, other)?
- What host system changes are planned by CFX?
- Will E-ZPass transponders be read in the lane in Florida?
- Will E-Pass transponders be read in the lane in E-ZPass states?

Thank you.

Sincerely,



Diane Gutierrez-Scaccetti
Executive Director
Florida's Turnpike Enterprise

cc: Mike Dew
Joe Waggoner
Javier Rodriguez
Buddy Dyer
Fred Hawkins Jr.
Jay Madara
Jim Barfield
Brenda Carey
Andria Herr
Teresa Jacobs
Sean Parks
S. Michael Scheeringa
Jennifer Thompson

EXHIBIT "C"

Craig Shuey
Thomas Boyle
Stanley Ozalis
Victor R. Buono
Gerry DiNicola Owens
Charles Stracciolini
Patricia Griffey
Greg Bedalov
Nicolas Barr
Megan McLain
Stephen Collins
Deborah Sharpless
Richard Somerville
Mildred Chua-Ulger
Kenneth Bieger
John Corcoran
Joseph W. Mrozek
Robert Russo
Eric Christensen
Beau Memory
Dave Miller
Mark Muriello
Buddy Croft
Joel T. Falk
Fernando Redondo
John Lawson
Greg Barr

EXHIBIT "C"



E-ZPass Group – 750 Shipyard Drive, Suite 310, Wilmington, DE 19801
Phone: 302-577-1333 FAX: 302-356-3860

November 30, 2017

Diane Gutierrez-Scaccetti
Executive Director
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, FL 34761

Re: Interoperability Between E-ZPass and CFX

Dear Ms. Gutierrez-Scaccetti:

I write to you today in response to your November 27, 2017 letter addressed to Laura Kelly, Executive Director, Central Florida Expressway Authority (CFX) regarding a recent announcement of CFX's joining the E-ZPass Group. While I was not copied on your letter, many of my Board members were, and they have asked me to respond to those questions that can be spoken to by the E-ZPass Group. This response in no way intends to speak for or on behalf of CFX.

E-ZPass, a system of 38 tolling agencies in 16 states, is today the nation's largest, most successful toll interoperability program, with more than 35 million active toll transponders in distribution. Our 20 million customer accounts are spread throughout each of the 50 states, many of them in your home state of Florida. In short, E-ZPass is about interoperability. It is our sole purpose for being, and as such, we are continually striving to expand interoperability with other toll agencies and systems. The recently announced CFX membership is one such initiative.

It's no secret that the highly mobile travelers along the I-95 corridor have been wanting interoperability between E-ZPass and the Florida toll agencies for many years. In fact, E-ZPass, North Carolina and FTE initiated a serious effort to achieve interoperability in 2011, eventually resulting in North Carolina being interoperable with E-ZPass and Florida. Unfortunately, FTE and the E-ZPass Group were not able to reach the same arrangement for interoperability at that time. Now, given the passage of time, and the inability of the toll industry to achieve national interoperability as of yet, it's time to evaluate other, less difficult opportunities. One such opportunity presented itself recently with discussions between CFX and the E-ZPass Group.

CFX and the E-ZPass Group entered into discussions to determine how our respective customers might benefit from an interoperable arrangement between the parties. As CFX's

EXHIBIT "C"

home area in the greater Orlando area receives about 68 million visitors on an annual basis, many coming from the northeast, it made sense to find a path to interoperability. Those discussions culminated with CFX joining the E-ZPass Group as a member, with our intent to establish interoperability in the spring of 2018. We believe this is a huge step forward for the customers of our respective systems.

We are cognizant of the difficulties such an interoperability arrangement may have, given that not all Florida toll agencies are prepared to move forward at the same time. The CFX/E-ZPass team is determined to work diligently to resolve all outstanding issues in a way that provides for a seamless travel experience for our collective customers, while at the same time minimizing any impact this may have on the remaining Florida toll agencies. We believe it is imperative that we engage FTE and others during this process as to minimize any potential disruption or confusion. To that end, if there are specific members of your team that we should be engaging with going forward, please let us know who they are, and we will reach out to them. We would appreciate and welcome such coordination.

Your letter also states that "The Department would like to evaluate the opportunity to make its electronic payment collection system interoperable with the E-ZPass system", and we certainly welcome that initiative. The documents/agreements governing E-ZPass membership can be found at our website at www.e-zpassag.com, under the interoperability tab, although the Operating Agreement is undergoing an amendment process at the moment and will be updated once executed. I will provide you with that document once it is finalized.

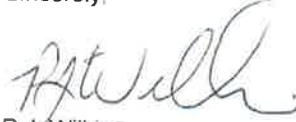
The agreement between E-ZPass and CFX will culminate with greater interoperability for customers traveling the I-95 corridor. The 35 million E-ZPass tags will be accepted for payment of tolls in all CFX electronic toll collection lanes. CFX will also make available transponders that will work in Florida and the E-ZPass region, for their customers that desire one. This same arrangement could be put into place for the remaining Florida toll agencies if they so choose. Under our current rules, the remaining agencies could either join as members of E-ZPass, with all rights and obligations of membership, or could choose to simply become interoperable with E-ZPass through the CFX membership, as facilities on their system. I am happy to discuss either or both of these options with you.

While I will leave the answering of your specific questions on this project to CFX to address, I would like to point out that there may be some confusion regarding the "establishing the 28 interfaces with the other E-ZPass agencies". This is certainly not a requirement for interoperability with the E-ZPass group. There are 18 E-ZPass customer service centers that will send and receive the appropriate files on a regular basis. The interface is the same for each, greatly reducing the burden of programming these interfaces. If you wish, I can have our technical team reach out to your staff to clarify any misunderstanding.

Diane Gutierrez-Scaccetti
November 30, 2017
Page 3 of 3

Once again, I welcome the opportunity to discuss specifics of not only the CFX interoperability initiative, but how Florida's toll agencies may avail themselves of greatly enhanced interoperability for the traveling public throughout our corridor. I look forward to those discussions. Please feel free to call me directly, at 302-416-0987 should you have any questions.

Sincerely,



P. J. Wilkins
Executive Director
The E-ZPass Group

cc: Mike Dew
Joe Waggoner
Javier Rodriguez
Buddy Dyer
Fred Hawkins Jr.
Jay Madara
Jim Barfield
Brenda Carey
Andria Herr
Teresa Jacobs
Sean Parks
S. Michael Scheeringa
Jennifer Thompson
Laura Kelly
E-ZPass Executive Management Committee

EXHIBIT "C"

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA January 11, 2018

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 429-202 Prince Contracting, LLC \$ 51,733.55
 - b. Project 429-204 Southland Construction, Inc. \$ 38,072.52
 - c. Project 429-205 Superior Construction Co. SE, LLC \$ 18,288.09

ENGINEERING

2. Authorization to Advertise for Letters of Interest for Design Consultant Services S.R. 417 Widening from Landstar Boulevard to Boggy Creek Road, Project No. 417-149, Contract No. 001387
3. Approval of Contract Award for S.R. 429/C.R. 535 Northbound Entrance Ramp Improvements to Southland Construction, Inc., Project No. 429-654D, Contract No. 001269 (Agreement Value: \$3,989,898.98)
4. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for S.R. 417 Widening from International Drive to Landstar Boulevard, Project 417-141 & 417-142, Contract No. 001312 & 001313
5. Approval of Contract Award for S.R. 528/Boggy Creek Road Interchange Improvements to Masci General Contractor, Inc., Project No. 528-145, Contract No. 001357 (Agreement Value: \$683,936.93)

FINANCE

6. Adoption of Seventh Supplement to Ninth Supplemental Revenue Bond Resolution to authorize the conversion of the Series 2008B-1 Bonds from a term mode to a placement mode and the bonds direct placement with Barclays Capital, Inc.

LEGAL

7. Approval of Proposed Settlement Agreement with Summer Lake-Grace Groves in the amount of \$2,488,840.35 which includes statutory attorneys' fees, attorneys' costs and experts' fees and experts', for Parcel 311/811, Project 429-206
8. Approval of the Proposed Settlement Agreement with Daryl A. Alderman, et. al. in the amount of \$1,031,910.61 exclusive of the fees and costs associated with the invoices from Juris Corporation for Parcel 242, Project 429-204
9. Approval of the Proposed Settlement Agreement with Sumter Electric Cooperative, Inc. for utility easements in the amount of \$6,000.00 related to the three easements on Parcel 330, Parts A, B and C, Parcel 730, Parcel 731A and 731B, Parcel 335, and Parcel 336, Project 429-206

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

10. Approval of the Proposed Mediated Settlement Agreement with Jung Lee and Rai Sevn Kim in the amount of \$171,400.00 for Parcel 890, Project 429-205
11. Approval of Modifications to Second Agreement for Engineering Expert Witness Consulting Services by Landon, Moree & Associates, Inc. for Wekiva Parkway, Projects 429-203, 429-204, 429-205 and 429-206 (Agreement Value: \$50,000.00)
12. Approval of Proposed Settlement Agreement as to Expert Fees and Costs with Bruce A. and Jeannie R. Hatcher, et. al. in the amount of \$198,976.37 for Parcels 113 (Part A & B) and 713, Project 429-202

MAINTENANCE

13. Approval of Groundtek of Central Florida, LLC as Subcontractor for the S.R. 528, S.R. 429, S.R. 451 & S.R. 414 Landscape Maintenance Services Contract with Commercial Companies, Inc., Contract No. 001050
14. Approval of Ground Works Solutions, Inc. as Subcontractor for the S.R. 408, S.R. 417 and S.R. 528 Roadway Maintenance Services Contract with Jorgensen Contract Services, LLC, Contract No. 001151
15. Approval of B & B Outdoor Services, LLC, Coastal Marine Construction, Inc., EnviroChem Environmental, LLC, Cheyenne Asphalt, Inc., Bluerock, LLC and T.S.M. Enterprises, Inc. as Subcontractor for the S.R. 429, S.R. 414 and S.R. 451 Roadway Maintenance Services Contract with Infrastructure Corporation of America, Contract No. 001152

TOLL OPERATIONS/TECHNOLOGY

16. Approval of Purchase Order to SHI International Corporation for Cherwell Software Management Hosted Services, Project No. 599-533 (Agreement Value: \$141,300.00)

Consent Agenda Item #1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Ben Dreiling, P.E.
Director of Construction

DATE: December 15, 2017

SUBJECT: Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information is attached.

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) January 2018	Total Amount (\$) to Date*	Time Increase or Decrease
429-202	Prince Contracting, LLC	SR 429, US 441 to North of Ponkan Rd.	\$ 56,152,429.00	\$ 37,926.34	\$ 51,733.55	\$ 56,242,088.89	0
429-204	Southland Construction, Inc.	SR 429 Systems Interchange	\$ 79,625,302.60	\$ 3,136,186.98	\$ 38,072.52	\$ 82,799,562.10	0
429-205	Superior Construction Co. SE, LLC	SR 429 Wekiva Pkwy from Systems Interchange East to Mt. Plymouth Rd.	\$ 38,650,000.00	\$ 88,139.95	\$ 18,288.09	\$ 38,756,428.04	0
TOTAL					\$	108,094.16	

* Includes Requested Amount for this current month.

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

Contract 429-202: SR 429, US 441 to North of Ponkan Rd.
Prince Contracting, LLC
SA 429-202-0118-12

MOT between opening to traffic and project completion

While the project work was in a sufficiently completed state to open the project to traffic on 7/27/17, elements of the project work extended beyond that date. The MOT performed by the Contractor subsequent to 7/27/17 was captured and is represented by this item..

ADD THE FOLLOWING ITEM:

MOT between Opening to Traffic and Project Completion	\$	24,857.63
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Existing Cantilever Structures (OC 2, 3 and 4)

The contract depicted 3 cantilever sign structures where existing uprights were to be salvaged, new arms were to be fabricated and attached to existing uprights. The newly fabricated cantilever arm did not fit the existing uprights. The plan sign structure variables for new arms provided a dimension between top and bottom chord that differed from existing. This additional compensation relates to the additional work required to modify existing arms to then receive intended signs. The sign structure cords will be utilized on the 408-128 project.

ADD THE FOLLOWING ITEM:

Existing Cantilever Structures (OC 2, 3 and 4)	\$	19,776.46
--	----	-----------

Maintain Existing Guide Sign (OC 3)

During the course of pursuing the contract work, the existing OC3 guide sign was removed and a new sign was intended to be installed in its place. Due to some dimensional matters on the structure, the new sign could not be installed. This provides compensation for the the additional work of reinstalling the existing guide sign until such time new is installed.

ADD THE FOLLOWING ITEM:

Maintain Existing Guide Sign (OC 3)	\$	5,361.26
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Final Quantities and Specified Adjustments for Quantity of Work Performed

The following are adjustments to Pay Item Quantities to reflect Tentative Final Quantities for pay items of completed work and adjustments consistent with contract provisions.

ADD THE FOLLOWING ITEMS:

Superpave Asphaltic Concrete, Traffic B, CPF Adjustment	\$	(4,071.31)
Superpave Asphaltic Concrete, Traffic C, CPF Adjustment	\$	(690.97)
	\$	(4,762.28)

DECREASE THE FOLLOWING ITEMS:

Superpave Asphaltic Concrete, Traffic B, CPF Adjustment	\$	4,793.14
Superpave Asphaltic Concrete, Traffic C, CPF Adjustment	\$	781.84
	\$	5,574.98

INCREASE THE FOLLOWING ITEMS:

Conduit, F&I, Above Ground	\$ 907.50
Fiber Optic Cable, F&I, Underground	\$ 18.00
	\$ 925.50

Sub-Total: Final Quantities and Specified Adjustments for Quantity of Work Performed \$ 1,738.20

TOTAL AMOUNT FOR PROJECT 429-202 **\$ 51,733.55**

Contract 429-204: SR 429 Systems Interchange
Southland Construction, Inc.
SA 429-204-0118-10

Plan Quantity Adjustments/Corrections

Additional quantities of sod is required for the 203A project transition areas.

INCREASE THE FOLLOWING ITEM:

Sod	\$	26,175.54
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Final Quantity Associated with Prestressed Concrete Piles and Test Piles

Final quantity associated with closing out pay items for prestressed concrete piles and test piles.

INCREASE THE FOLLOWING ITEM:

Prestressed Concrete Piles, 18" Sq.	\$	17,215.38
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DECREASE THE FOLLOWING ITEM:

Test Piles, Prestressed Concrete, 18" Sq.	\$	(6,888.40)
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Sub-Total: Final Quantity Associated with Prestressed Concrete Piles and Test Piles	\$	10,326.98
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Bearing Issue

Re-engagement of the Ramp K bearings.

ADD THE FOLLOWING ITEM:

Ramp K Bearings Re-Engagement	\$	15,000.00
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OC 12 Credit for Shortened Cantilever

An alternate location was required for OC 12 due to subsurface anomalies. The new location permitted the shortening of the cantilever arm of the sign structure.

DECREASE THE FOLLOWING ITEM:

OC 12 Shortened Cantilever Arm	\$	(13,430.00)
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<u>TOTAL AMOUNT FOR PROJECT 429-204</u>	\$	<u>38,072.52</u>
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**Contract 429-205: SR 429 Wekiva Pkwy from Systems Interchange East to Mt. Plymouth Rd.
Superior Construction Co. SE, LLC
SA 429-205-0118-2**

Modify Bridge Pedestal EB1 NB CR 435 Bridge and MSE Wall Panels

A plan dimensional error between the bridge foundation and bridge superstructure plans was encountered which resulted in a 9" gap between the bridge cheek wall and MSE wall. The Contractor was directed to fabricate and install special panels to eliminate the gap.

ADD THE FOLLOWING ITEM:

Modify Bridge Pedestal and MSE Wall Panels	\$	18,288.09
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<u>TOTAL AMOUNT FOR PROJECT 429-205</u>	\$	<u>18,288.09</u>
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Consent Agenda Item #2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: December 26, 2017


SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 417 Widening from Landstar Boulevard to Boggy Creek Road
Project 417-149, Contract No. 001387

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the widening of S.R. 417 from Landstar Boulevard to Boggy Creek Road. The services will include design and preparation of plans and specifications for construction bids.

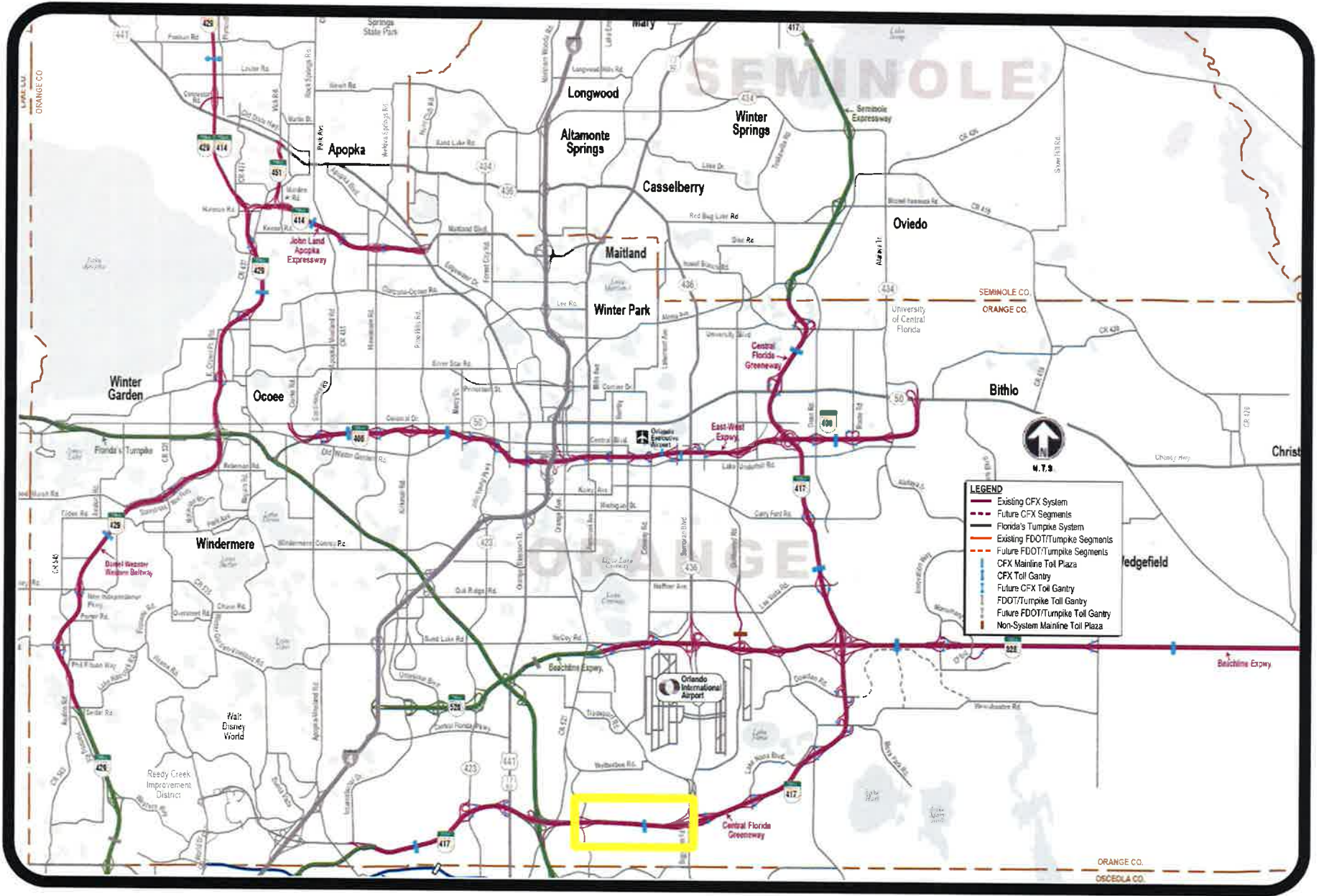
A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.

This project is included in the current Five Year Work Plan.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering






Project Location Map for
S.R. 417 Widening from Landstar Boulevard to Boggy Creek Road (417-149)

**Consent Agenda Item
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: December 18, 2017

RE: Approval of Contract Award for S.R. 429/C.R. 535 Northbound Entrance Ramp
Improvements
Project No. 429-654D; Contract No. 001269

An Invitation to Bid for the referenced project ran in the Orlando Sentinel on November 19, 2017. Responses to the Invitation were received from four (4) contractors by the December 21, 2017 deadline.

Bid results were as follows:


	<u>Bidder</u>	<u>Bid Amount</u>
1.	Southland Construction, Inc.	\$3,989,898.98
2.	Atlantic Civil Constructors Corp.	\$4,216,041.14
3.	SEMA Construction	\$4,571,000.00
4.	Hubbard Construction Company	\$5,215,355.75


The Engineer's Estimate for this project is \$4,957,276.47 and \$4,000,000.00 was approved in the Five-Year Work Plan.

The Engineer of Record for Project 429-654D has reviewed the low bid submitted by Southland Construction, Inc., and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Southland Construction, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to Southland Construction, Inc. in the amount of \$3,989,898.98 is recommended.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



CONTRACT

This Contract No. 001269 (the "Contract"), made this 11th day of January, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Southland Construction, Inc., of 172 West 4th Street, Apopka, FL. 32703, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 429-654D, S.R. 429 / C.R. 535 Northbound Entrance Ramp Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 180 calendar days. The Contract Amount is \$3,989,898.98. This Contract was awarded by the Governing Board of CFX at its meeting on January 11, 2018.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

SOUTHLAND CONSTRUCTION, INC.

By: _____
Signature

Print Name

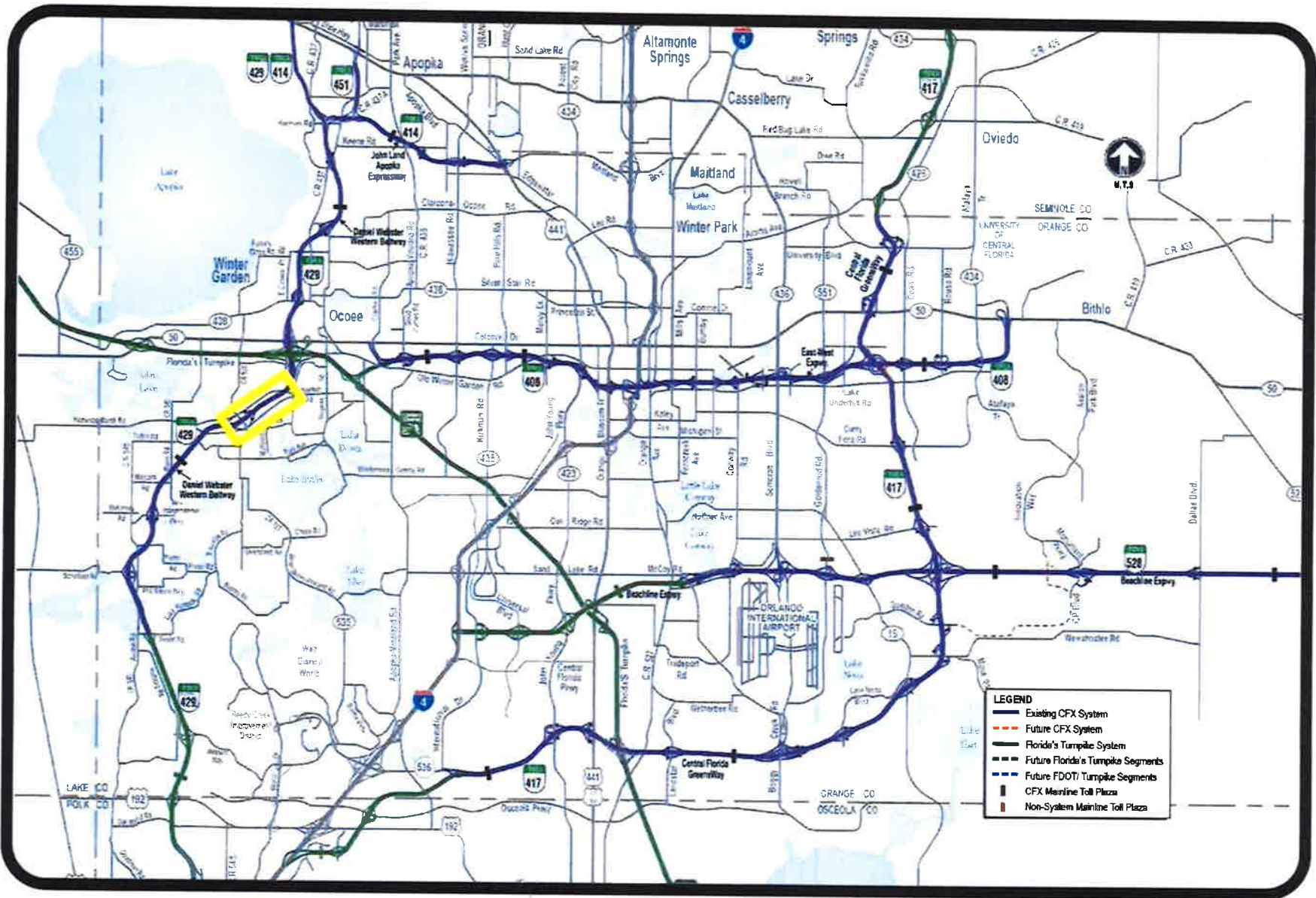
Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX





Project Location Map for
S.R. 429 / C.R. 535 Northbound Entrance Ramp Improvements (429-654D)

**Consent Agenda Item
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement 

DATE: December 12, 2017

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for S.R. 417 Widening from International Drive to Landstar Boulevard
Project Nos. 417-141 & 417-142; Contract Nos. 001312 & 001313

Letters of Interest for the referenced project was advertised on October 2, 2017. Responses were received from twelve (12) firms by the deadline. Those firms were: AECOM Technical Services, Inc., Atkins North America, Inc., HDR Engineering, Inc., Inwood Consulting Engineering, Inc., Jacobs Engineering Group, Inc., Moffatt & Nichol, Inc., Parsons Transportation Group, Inc., RS&H, Inc., STV Incorporated, Tetra Tech, Inc., TLP Engineering Consultants and WSP USA, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on November 3, 2017, and shortlisted six (6) firms, (Inwood Consulting Engineering, Inc., Moffatt & Nichol, Inc., Parsons Transportation Group, RS&H, Inc., TLP Engineering Consultants and WSP USA, Inc.).

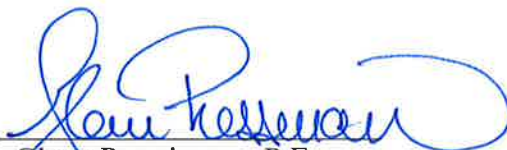
Technical Proposals were submitted for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on December 12, 2017. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The results of that process were as follows:

<u>Consultant Firm</u>	<u>Ranking</u>
RS&H, Inc.	1
TLP Engineering Consultants	2
Moffatt & Nichol, Inc.	3
Parsons Transportation Group	4
WSP USA, Inc.	5
Inwood Consulting Engineering, Inc.	6

The Committee recommends TLP Engineering Consultants for Project No. 417-141 and RS&H, Inc. for Project No. 417-142.

Board approval of the final ranking and authorization to enter into fee negotiations with RS&H, Inc. and TLP Engineering Consultants is requested. Once fee negotiations are completed, Board approval of the negotiated amounts and award of contracts will be requested. If negotiations with RS&H, Inc. and TLP Engineering Consultants are not successful, Board authorization to enter into negotiations in ranked order is requested.

This project is included in the current Five-Year Work Plan.

Reviewed by 
Glenn Pressimone, P.E.
Director of Engineering

LOI-001312 & 001313 Committee Meeting December 12, 2017 Minutes

Technical Review Committee for **Design Consultant Services for S.R. 417 Widening from International Drive to Landstar Boulevard; Contract No. 001312 & 001313**, held a duly noticed meeting on Tuesday, December 12, 2017, commencing at 8:30 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Joe Berenis, Chief of Infrastructure
Glenn Pressimone, Director of Engineering
Will Hawthorne, Manager of Engineering

Other Attendees:

Aneth Williams, Director of Procurement

Presentations / Q and A:

Aneth Williams commenced each interview with a brief overview of the process and introduced the Technical Review Committee. Aneth stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Inwood Consulting Engineering	8:30 - 9:10 a.m.
Moffatt & Nichol, Inc.	9:20 - 10:00 a.m.
Parsons Transportation Group, Inc.	10:10 - 11:50 a.m.
RS&H, Inc.	11:05 - 11:45 a.m.
TLP Engineering Consultants	1:00 - 1:40 p.m.
WSP USA, Inc.	1:50 - 2:30 p.m.

Evaluation Portion:

Aneth stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Aneth for tallying. Aneth Williams tallied the score sheets utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
RS&H, Inc.	3	1
TLP Engineering Consultants	9	2
Moffatt & Nichol, Inc.	10	3
Parsons Transportation Group, Inc.	11	4
WSP USA, Inc.	12	5
Inwood Consulting Engineering	18	6

Committee recommends CFX Board approve the top two (2) rankings and authorize negotiations in ranked order. They also recommend TLP Engineering Consultants for Project No. 417-141 and RS&H, Inc. for Project No. 417-142. The Committee agreed that Glenn Pressimone would review and approve the minutes on behalf of the Committee.

They're being no other business to come before the Committee; the meeting was adjourned at 2:45 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, December 12, 2017, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 
Aneth Williams

Approved by: 
Glenn Pressimone

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


TECHNICAL COMMITTEE FINAL SUMMARY RANKING

DESIGN CONSULTANT SERVICES FOR S.R. 417 WIDENING FROM INTERNATIONAL DRIVE TO LANDSTAR BLVD.


PROJECT NO. 417-141 & 417-142; CONTRACT NO. 001312 & 001313

CONSULTANT	Joe Berenis Score	Glenn Pressimone Score	Will Hawthorne Score	TOTAL SCORE	RANKING
INWOOD CONSULTING ENGINEERING	6	6	6	18	6
MOFFATT & NICHOL, INC.	3	5	2	10	3
PARSONS TRANSPORTATION GROUP	2	4	5	11	4
RS&H, INC.	1	1	1	3	1
TLP ENGINEERING CONSULTANTS	4	2	3	9	2
WSP USA, INC.	5	3	4	12	5

EVALUATION COMMITTEE MEMBERS:







December 12, 2017

December 12, 2017


December 12, 2017

**Consent Agenda Item
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: December 22, 2017

RE: Approval of Contract Award for S.R. 528/Boggy Creek Road Interchange
Improvements to Masci General Contractor, Inc.
Project No. 528-145; Contract No. 001357

An Invitation to Bid for the referenced project ran in the Orlando Sentinel on November 12, 2017. Responses to the Invitation were received from three (3) contractors by the December 21, 2017 deadline.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Masci General Contractor, Inc.	\$683,936.93
2.	Preferred Materials Inc.	\$776,460.89
3.	Hubbard Construction Company	\$791,061.76

The Engineer's Estimate for this project is \$501,396.57 and \$400,000.00 was approved in the Five-Year Work Plan. Based on the size of the project, the mobilization and maintenance of traffic lump sum item estimates by the Engineer were low. If the low bidder's unit prices for these two (2) items are used, the total Engineer's Estimate would be \$607,955.19. Therefore, the low bid would be approximately 12.5% above the Engineer's Estimate and within the acceptable tolerance of 15%.

The Engineer of Record for Project 528-145 has reviewed the low bid submitted by Masci General Contractor, Inc., and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Masci General Contractor, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to Masci General Contractor, Inc. in the amount of \$683,936.93 is recommended.

Reviewed by: 
Glenn Pressimone, PE
Director of Engineering

CONTRACT

This Contract No. 001357 (the "Contract"), made this _____ day of _____, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Masci General Contractor, Inc., of 5752 S. Ridgewood Avenue, Port Orange, FL. 32127, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 528-145, S.R. 528 / Boggy Creek Road Interchange Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 160 calendar days. The Contract Amount is \$683,936.93. This Contract was awarded by the Governing Board of CFX at its meeting on January 11, 2018.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

MASCI GENERAL CONTRACTOR, INC.

By: _____
Signature

Print Name

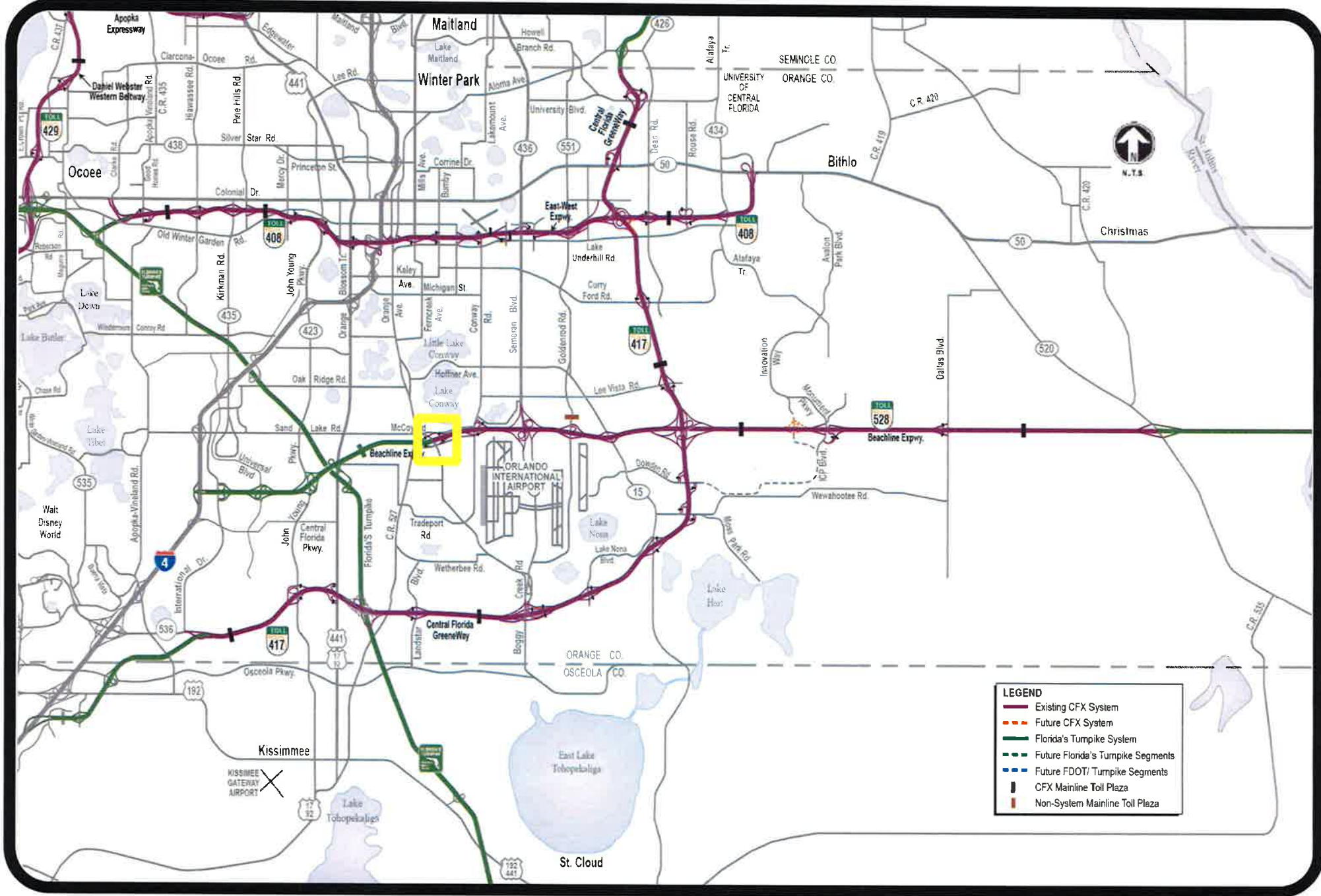
Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX




Project Location Map for
 S.R. 528 / Boggy Creek Road Interchange Improvements (528-145)

**Consent Agenda Item
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbar 
Chief Financial Officer

DATE: January 4, 2018

SUBJECT: Adoption of Seventh Supplement to Ninth Supplemental Revenue Bond Resolution

The CFX Series 2008B-1 Bonds are synthetically fixed, variable rate bonds placed with Barclays. The current term mode is scheduled to mature on May 7, 2020. Barclays offered CFX an opportunity to convert the Series 2008B-1 Bonds from a term mode to a placement mode at no cost to CFX. CFX pays Barclays an interest rate of the Securities Industry and Financial Markets Association Municipal Swap Index (SIFMA) plus 55 basis points. The placement mode will have the bond placed directly with Barclays with a 5 basis points lower rate. CFX will achieve over \$148,000 in cash flow savings (net present value savings of over \$139,000) with the conversion.

This was approved at the December 19, 2017 Finance Committee meeting.

Board adoption is requested of the Seventh Supplemental to Ninth Supplemental Revenue Bond Resolution to authorize the conversion of the Series 2008B-1 Bonds from a term mode to a placement mode and the bonds direct placement with Barclays Capital, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Seventh Supplement to Ninth Supplemental Revenue Bond
Resolution Authorizing the Issuance of
Variable Rate Refunding Revenue Bonds,
Series 2008B**

Relating to Series 2008B, Subseries B-1 Bonds

Dated as of January 11, 2018

**SEVENTH SUPPLEMENT TO NINTH SUPPLEMENTAL REVENUE BOND
RESOLUTION**

A SEVENTH SUPPLEMENT TO AMEND THE NINTH SUPPLEMENTAL REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY REGARDING THE ISSUANCE OF NOT TO EXCEED \$499,105,000 VARIABLE RATE REFUNDING REVENUE BONDS, SERIES 2008B, CONSISTING OF ONE OR MORE SUBSERIES, TO AMEND THE PROVISIONS OF SUCH SUPPLEMENTAL RESOLUTION REGARDING THE SERIES 2008B, SUBSERIES B-1 BONDS; PROVIDING FOR SPECIFIC TERMS AND CONDITIONS OF THE SERIES 2008B, SUBSERIES B-1 BONDS; APPROVING THE FORMS OF THE RELATED CONTINUING COVENANT AGREEMENT AND PURCHASE CONTRACT AND AUTHORIZING EXECUTION THEREOF; DELEGATING AUTHORITY TO AUTHORIZED OFFICERS OF THE AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS, CERTIFICATES, NOTICES AND OPINIONS IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS SEVENTH SUPPLEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THE EFFECT OF AND AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, on February 3, 2003, the Central Florida Expressway Authority (the "Authority") adopted that certain Amended and Restated Master Bond Resolution Authorizing Central Florida Expressway Authority Revenue Bonds (the "Master Bond Resolution"); and

WHEREAS, the Authority adopted the Ninth Supplemental Revenue Bond Resolution (the "Ninth Supplemental Resolution" together with any applicable supplements thereto and the Master Bond Resolution, collectively, the "Bond Resolution") on March 26, 2008 (with certain changes ratified and approved on April 23, 2008), authorizing the issuance of its Variable Rate Refunding Revenue Bonds, Series 2008B, consisting of one or more Subseries (the "2008B Bonds"), including without limitation those certain Subseries B-1 Bonds (the "2008B-1 Bonds"); and

WHEREAS, in order to manage its exposure to the risks associated with variable rate debt, the Authority, on April 22, 2015, entered into a 2008B-1 Bonds Agreement with Barclays Bank PLC (together with its successors and assigns, the "Bank") and, in order to permit the Authority to enter into such 2008B-1 Bonds Agreement, supplemented the Ninth Supplemental Resolution with respect to the 2008B-1 Bonds such that the 2008B-1 Bonds evidences the obligations of the Authority to repay a loan (herein referred to as the "2008B-1 Bonds") provided for under such 2008B-1 Bonds Agreement; and

WHEREAS, Barclays Capital, Inc. (the "Purchaser") has offered to purchase the 2008B-1 Bonds pursuant to a Bond Purchase Agreement to be entered into by and between the Authority and the Purchaser for a term equal to the remaining term of the 2008B-1 Bonds

(through May 7, 2020), and subject to substantially the same terms as the 2008B-1 Bonds Agreement, as shall be evidenced by a Continuing Covenant Agreement to be entered into by and between the Purchaser and the Authority.

WHEREAS, the Ninth Supplemental Resolution provides that each subseries of the 2008B Bonds shall constitute a Series of Bonds for the purposes of the Master Bond Resolution, with the effect that the Ninth Supplemental Resolution shall be deemed to constitute separate but identical supplemental resolutions of the Authority with respect to each subseries of the 2008B Bonds; and

WHEREAS, the proposed amendments to the Ninth Supplemental Resolution set forth in this Seventh Supplement shall be deemed to solely apply to the 2008B-1 Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

ARTICLE I

AUTHORITY; RECITALS

SECTION 1.1 Authority for Resolution. This Resolution is adopted and implemented pursuant to the authority of the Central Florida Expressway Authority Law, Chapter 348, Part III, *Florida Statutes*, as amended, and other applicable provisions of law not inconsistent with the foregoing (collectively, the “Act”) and the Master Bond Resolution.

SECTION 1.2 Recitals. The recitals set forth above are hereby incorporated into the body of this Seventh Supplemental Resolution as if set forth herein.

ARTICLE II

AMENDMENTS TO NINTH SUPPLEMENTAL RESOLUTION

SECTION 2.1 Amendment to Section 1.02 of the Ninth Supplemental Resolution. Section 1.02 of the Ninth Supplemental Resolution entitled “Definitions” is hereby amended to add or amend the following capitalized terms solely as they relate to the 2008B-1 Bonds:

A. The term “*Applicable Spread*” means, as of the Effective Date, 60.83 basis points, *provided*, that in the event of a change in the credit rating assigned to the lowest long-term unenhanced debt rating assigned by Moody’s, S&P and Fitch to any Parity Bonds (each a “*Rating*”), the Applicable Spread shall be the number of basis points associated with such new Rating as set forth in the following matrix:

<u>Level</u>	<u>Fitch Rating</u>	<u>S&P Rating</u>	<u>Moody's Rating</u>	<u>Applicable Spread</u>
Level 1	A- or above	A- or above	A3 or above	0.60%
Level 2	BBB+	BBB+	Baa1	0.79%
Level 3	BBB	BBB	Baa2	0.97%
Level 4	BBB- or below	BBB- or below	Baa3 or below	1.15%

Upon the occurrence of a Margin Rate Factor Date, the Applicable Spread shall be adjusted (up or down) to the Margin Rate Applicable Spread. In the event of a split Rating (*i.e.*, one of the foregoing Rating Agencies' Rating is at a different level than the Rating of any other Rating Agency), the Applicable Spread shall be based upon the level in which lowest Rating appears. Any change in the Applicable Spread resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration or realignment of the long-term unenhanced debt rating assigned to any Parity Indebtedness of the Authority in connection with the adoption of a "global" rating scale, the Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect. Any change in the Applicable Spread shall apply on the SIFMA Reset Date next succeeding the date on which the change occurs. The Authority acknowledges that as of the Effective Date the Applicable Spread is that specified above for Level 1.

B. The term "*Base Rate*" means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time plus two and one-half of one percent (2.50%), (i) the Federal Funds Rate in effect at such time plus two and one-half of one percent (2.50%), (ii) one hundred fifty percent (150%) of the yield on the 30-Year United States Treasury bond, and (iv) eight percent (8.00%).

C. The term "*Business Day*" means any day which is not (i) a Saturday or a Sunday, (ii) a day on which the office of the Purchaser or DTC (during any period DTC is acting as securities depository for the 2008B-1 Bonds) is lawfully closed.

D. The term "*Calculation Agent*" means Wells Fargo Bank, N.A., in its capacity as Paying Agent for the 2008B-1 Bonds, together with any successors or assigns.

E. The term "*Continuing Covenant Agreement*" means that certain Continuing Covenant Agreement dated as of January 18, 2018, between the Authority and the Purchaser, as the same may be amended from time to time in accordance with its terms.

F. The term "*Default Rate*" means, for any day, a fluctuating rate of interest per annum equal to the Index Rate or the Extension Rate, as applicable, in effect from time to time (assuming no Event of Default has occurred) plus four percent (4.00%).

G. The term “*Determination of Taxability*” means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the Authority files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Purchaser or Bondholder notifies the Authority that it has received a written opinion by a nationally recognized attorney or firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Authority of such notification from the Purchaser, Bondholder or former Bondholder, the Authority shall deliver to the Purchaser, the Bondholder or former Bondholder a ruling or determination letter issued to or on behalf of the Authority by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Authority shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Authority, or upon any review or audit of the Authority or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the Authority shall receive notice from the Purchaser or Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Purchaser, Bondholder or former Bondholder the interest on the 2008B-1 Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the Authority has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from the Purchaser, Bondholder or former Bondholder, the Authority shall promptly reimburse the Purchaser, Bondholder or former Bondholder for any payments, including any taxes, interest, penalties or other charges, such Purchaser, Bondholder or former Bondholder shall be obligated to make as a result of the Determination of Taxability.

H. The term “*Effective Date*” means the effective date of the Continuing Covenant Agreement, as provided therein.

I. The term “*Event of Default*” with respect to the Continuing Covenant Agreement has the meaning set forth in Section 7.01 of the Continuing Covenant Agreement and, with respect to any Bond Document, has the meaning assigned therein.

J. The term “*Event of Taxability*” means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Authority, or the failure to take any action by the Authority, or the making by the Authority of any misrepresentation herein or in any certificate required to be given in connection with the purchase of the 2008B-1 Bonds) which has the effect of causing interest paid or payable on the 2008B-1 Bonds to become includable, in whole or in part, in the gross income of the Purchaser, Bondholder or former Bondholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the 2008B-1 Bonds to become includable, in whole or in part, in the gross income of the Purchaser, Bondholder or former Bondholder for federal income tax purposes.

K. The term “*Extension Rate*” means a fluctuating interest rate per annum which, for each day, shall equal: (i) for the period from and including the Mandatory Repayment Date to but not including the one year anniversary of the Mandatory Repayment Date, the Base Rate from time to time in effect, and (ii) from the period from and after the one year anniversary of the Mandatory Repayment Date, the Base Rate from time to time in effect plus one percent (1.00%); provided, that if an Event of Default has occurred and is continuing, the Extension Rate shall equal the Default Rate.

L. The term “*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Barclays Bank PLC on such day on such transactions as determined in good faith by the Barclays Bank PLC as a reasonable estimation of the Federal Funds Rate.

M. The term “*Fitch*” means Fitch Ratings, Inc., and any successor rating agency.

N. The term “*Index Rate*” means the sum of the Applicable Spread plus the SIFMA Index; provided, that if an Event of Default has occurred and is continuing, the Index Rate shall equal the Default Rate.

O. The term “*Interest Payment Date*” means (i) the first Business Day of each calendar month, (ii) any date on which all or any portion of the 2008B-1 Bonds are redeemed, repaid or repurchased and (iii) the Maturity Date.

P. The term “*Interest Period*” means the period from (and including) the Effective Date to (but excluding) the next succeeding SIFMA Reset Date, and thereafter shall mean the period from (and including) such SIFMA Reset Date to (but excluding) the next succeeding SIFMA Reset Date (or, if sooner, to but excluding the Mandatory Repayment Date).

Q. The term “*Mandatory Repayment Date*” means, unless such date is extended in accordance with the provisions hereof, May 7, 2020.

R. The term “*Margin Rate Applicable Spread*” means the Applicable Spread then in effect pursuant to the terms hereof multiplied by the Margin Rate Factor.

S. The term “*Margin Rate Factor*” means the product of one minus the Maximum Federal Corporate Tax Rate multiplied by (ii) 1.27.

T. The term “*Margin Rate Factor Date*” means the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate from the Maximum Federal Corporate Tax Rate in effect as of the Effective Date.

U. The term “*Maturity Date*” means July 1, 2040.

V. The term “*Maximum Federal Corporate Tax Rate*” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation which could apply to the Purchaser).

W. The term “*Maximum Rate*” means an interest rate of not to exceed eighteen percent (18%) per annum.

X. The term “*Moody’s*” means Moody’s Investors Service, Inc. and any successor rating agency.

Y. The term “*Prime Rate*” means on any day, the rate of interest in effect for such day as publicly announced from time to time by Barclays Bank PLC as its “prime rate.” The “prime rate” is a rate set by Barclays Bank PLC based upon various factors including Barclays Bank PLC’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such

announced rate. Any change in such rate announced by Barclays Bank PLC shall take effect at the opening of business on the day specified in the public announcement of such change.

Z. The term "*Purchaser*" means Barclays Capital, Inc., as the beneficial owner of the 2008B-1 Bonds pursuant to the Continuing Covenant Agreement and any successor Purchaser pursuant to the terms of the Continuing Covenant Agreement..

AA. The term "*Rating Agency*" means any of Fitch, Moody's or S&P, as applicable.

BB. The term "*Record Date*" means, with respect to 2008B-1 Bonds bearing interest at an Index Rate or Extension Rate, the Business Day next preceeding an Interest Payment Date.

CC. The term "*S&P*" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, and any successor rating agency.

DD. The term "*SIFMA Index*" means, for any day, the level of the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by SIFMA and issued on Wednesday of each week, or if any Wednesday is not a U.S. Government Securities Business Day, the next succeeding U.S. Government Securities Business Day. If the SIFMA Index is no longer published, then "*SIFMA Index*" shall mean the S&P Weekly High Grade Index. If the S&P Weekly High Grade Index is no longer published, then "*SIFMA Index*" shall mean the prevailing rate determined by the Purchaser for tax-exempt state and local government bonds meeting criteria determined in good faith by the Purchaser to be comparable under the circumstances to the criteria used by SIFMA to determine the SIFMA Index immediately prior to the date on which SIFMA ceased publication of the SIFMA Index.

EE. The term "*SIFMA Reset Date*" means Thursday of each week.

FF. The term "*Taxable Date*" means the date on which interest on the 2008B-1 Bonds is first includable in gross income of the Purchaser or any Bondholder thereof as a result of an Event of Taxability as such a date is established pursuant to the Determination of Taxability.

GG. The term "*Taxable Period*" has the meaning set forth in Section 4.03.H. hereof.

HH. The term "*Taxable Rate*" means, for each day, a rate of interest per annum equal to the product of (i) the interest rate that would otherwise be applicable to the 2008B-1 Bonds multiplied by (ii) the Taxable Rate Factor.

II. The term "Taxable Rate Factor" means for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.

JJ. The term "*U.S. Government Securities Business Day*" means means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

SECTION 2.2 Amendment to Section 4.03 of the Ninth Supplemental Resolution. Section 4.03 of the Ninth Supplemental Resolution shall be amended in its entirety to substitute the following for subsection H currently in effect:

H. Specific Terms and Provisions of 2008B-1 Bonds.

Payment of Principal; Mandatory Repayment Date and Extension Thereof. The Authority shall repay the outstanding principal amount of the 2008B-1 Bonds on or before the Mandatory Repayment Date; provided that the failure of the Authority to pay the outstanding principal amount of the 2008B-1 Bonds on the Mandatory Repayment Date shall not constitute an Event of Default hereunder so long as no other Event of Default has occurred and is continuing; provided, further, that the Authority shall use its best efforts to refinance the 2008B-1 Bonds in the event the outstanding principal amount of the 2008B-1 Bonds is not repaid on or before the Mandatory Repayment Date.

The Authority may request in writing that the Purchaser agree to extend the Mandatory Repayment Date not more than one hundred eighty (180) days prior to the then current Mandatory Repayment Date. Such written request by the Authority shall include the new proposed Mandatory Repayment Date and shall include: (a) a reasonably detailed description of any and all defaults or Events of Default that have occurred and are continuing; (b) the Authority's confirmation that all representations and warranties of the Authority as set forth in the Continuing Covenant Agreement are true and correct as though made on the date of such written request; (c) the Authority's confirmation that no Default or Event of Default has occurred and is continuing on the date of such written request; and (d) any other pertinent information previously requested by the Purchaser in connection with such written request. The Purchaser will make reasonable efforts to respond to such request within thirty (30) days after receipt of all information necessary, in the Purchaser's judgment, to permit the Purchaser to make an informed credit decision. If the Purchaser fails to definitively respond to such request within such 30-day period, the Purchaser shall be deemed to have refused to grant the extension requested. The Purchaser may, in its sole and absolute discretion, decide to accept or reject any such proposed extension and no extension shall become effective unless the Purchaser shall have consented thereto in writing. The Purchaser's consent, if granted, shall be conditioned upon the preparation, execution and delivery of documentation and the receipt of a Favorable Opinion of Bond Counsel, in each case in form and substance satisfactory to the Purchaser.

Payment of Interest; Calculation Agent. Interest on the 2008B-1 Bonds shall be paid by the Authority on each Interest Payment Date; provided that accrued and unpaid interest on any 2008B-1 Bond that is not timely paid by the Authority (including interest on such past due interest) shall be due and payable upon demand by the Holder of such 2008B-1 Bond. Prior to the Mandatory Repayment Date, the 2008B-1 Bonds shall bear interest during each Interest Period they are outstanding at the Index Rate. From and after the Mandatory Repayment Date, the 2008B-1 Bonds shall bear interest for each day they are outstanding at the Extension Rate. From and after the occurrence of an Event of Default, the 2008B-1 Bonds shall bear interest at the Default Rate. From and after a Taxable Date, the 2008B-1 Bonds shall bear interest at the Taxable Rate.

All computations of interest on the 2008B-1 Bonds shall be made on the basis of a 365-day year (366 days in a leap year) for the actual days elapsed. While the 2008B-1 Bonds bear interest at the Index Rate, the Index Rate shall be reset on each SIFMA Reset Date. While the 2008B-1 Bonds bear interest at the Extension Rate, the Extension Rate shall be reset on the first Business Day of each month. Interest shall accrue on Outstanding 2008B-1 Bonds from their date of issuance through but excluding the date on which any such 2008B-1 Bond is repaid in full.

Determinations of the applicable interest rate hereunder shall be made by the Calculation Agent and shall be conclusive and binding for all purposes, absent manifest error. Notwithstanding anything herein to the contrary, at any time that the Paying Agent serves as the Calculation Agent, the Paying Agent is not responsible for monitoring changes in the Applicable Spread or for determining that any conditions giving rise to application of the Default Rate or the Taxable Rate in accordance with the terms hereof have occurred and no change in the Applicable Spread, or application of the Default Rate or the Taxable Rate shall become effective until two (2) Business Days following the Paying Agent's receipt of written notice thereof from the Purchaser or any Bondholder; provided upon such notification the Taxable Rate shall be effective as of the Taxable Date.

Determination of Taxability. In the event a Determination of Taxability occurs, the Authority hereby agrees to pay to the Purchaser or any Bondholder on demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to the Purchaser or such Bondholder on the 2008B-1 Bonds during the period for which interest on the 2008B-1 Bonds is included in the gross income of the Purchaser or such Bondholder if the 2008B-1 Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "Taxable Period"), and (B) the amount of interest actually paid to the Purchaser or Bondholder during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by the Purchaser or such Bondholder as a result of interest on the 2008B-1 Bonds becoming included in the gross income of the Purchaser or Bondholder, together with any and all reasonable attorneys' fees, court costs, or other out-of-pocket costs incurred by the Purchaser or such Bondholder in connection therewith.

Subject to the provisions of the immediately succeeding paragraph below, the Purchaser or such Bondholder shall afford the Authority the opportunity, at the Authority's sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on the 2008B-1 Bonds to be included in the gross income of the Purchaser or such Bondholder or (2) any challenge to the validity of the tax exemption with respect to the interest on the 2008B-1 Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

As a condition precedent to the exercise by the Authority of its right to contest set forth in immediately preceding paragraph above, the Authority shall, on demand, immediately reimburse the Purchaser or such Bondholder for any and all expenses (including reasonable attorneys' fees for services that may be required or desirable, as determined by the Purchaser or such Bondholder in its sole reasonable discretion) that may be incurred by the Purchaser in connection with any such contest, and shall, on demand, immediately reimburse the Purchaser for any and all penalties or other charges payable by the Purchaser or such Bondholder for failure to include such interest in its gross income; and

Maximum Rate. If the amount of interest payable on the 2008B-1 Bonds for any period in accordance with the terms hereof exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Rate, then interest for such period shall be payable, to the extent permitted by law, in an amount calculated at the Maximum Rate. Any interest on the 2008B-1 Bonds that would have been due and payable for any period but for the operation of the immediately preceding sentence shall constitute "Excess Interest." If there is any accrued and unpaid Excess Interest as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Rate, to the extent permitted by law, until payment to the Purchaser and the Bondholders of the entire Excess Interest. Notwithstanding the foregoing, on the Mandatory Prepayment Date or such other date on which no principal amount of the 2008B-1 Bonds remains unpaid, the Authority shall pay to the Purchaser a fee equal to any accrued and unpaid Excess Interest. The obligations of the Authority under this paragraph shall survive the termination of the Continuing Covenant Agreement and the repayment in full of the 2008B-1 Bonds.

Withholding. Any and all payments of principal, interest, and other sums due hereunder shall be made in the amount required hereunder without any reduction, deduction or setoff, notwithstanding the assertion of any right of recoupment or setoff or of any counterclaim by the Authority, and without any withholding on account of taxes, levies, duties or any other deduction whatsoever. All of the Authority's obligations under this Section shall survive the termination of the Continuing Covenant Agreement and the repayment in full of the 2008B-1 Bonds.

SECTION 2.3 Amendment to Section 4.14. of the Ninth Supplemental Resolution. The first paragraph of Section 4.14. of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows solely with respect to the 2008B-1 Bonds:

SECTION 4.14. Form of 2008B-1 Bonds. Subject to the provisions of the Master Bond Resolution, the 2008B-1 Bonds shall be in substantially the following form, and approved by the Chairman or Vice Chairman, execution and delivery of which shall be conclusive evidence of such approval.

[Form of 2008B-1 Bond]

No. R- _____

\$130,870,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
VARIABLE RATE REFUNDING REVENUE BONDS,
SERIES 2008B, SUBSERIES B-1

Interest Rate VAR%	Maturity Date July 1, 2040	Original Dated Date , 2008	CUSIP No.
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ONE HUNDRED THIRTY MILLION EIGHT HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS

The Central Florida Expressway Authority (the "Authority"), for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, on the Maturity Date identified above (or earlier as hereinafter provided), but solely from the sources hereinafter described, the Principal Amount identified above, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts upon presentation and surrender hereof at the corporate trust operations office in Philadelphia, Pennsylvania of Wells Fargo Bank, N.A., or its successors or assigns, as Trustee, Tender Agent, Paying Agent and Registrar (the "Tender Agent" or "Paying Agent"), at the option of the Registered Owner hereof, and to pay, solely from such sources, interest on the Principal Amount at the rate or rates of interest and at the times provided for herein.

This Bond is one of a duly authorized issue of Refunding Bonds designated "Central Florida Expressway Authority Variable Rate Refunding Revenue Bonds, 2008B" (the "2008B Bonds") issued by the Authority under authority of and pursuant to Chapter 348, Part III, *Florida Statutes*, as amended, and under and pursuant to a Master Bond Resolution of the Authority adopted on February 3, 2003, as supplemented, and in particular as supplemented by that certain Ninth Supplemental Revenue Bond Resolution of the Authority Authorizing the Issuance of Variable Rate Refunding Revenue Bonds, Series 2008B, adopted by the Authority on March 26, 2008 (as supplemented, the "Ninth Supplemental Resolution") and that certain Seventh Supplement to the Ninth Supplemental Resolution, adopted by the Authority on January 11, 2018 (collectively, the "Resolution").

This Bond and all other payments required pursuant to the terms of the Resolution are payable from and secured by a pledge of the System Pledged Revenues of the Expressway System (each as defined in the Resolution) owned and operated by the Authority, upon deposit of such System Pledged Revenues into the System General Revenue Fund established by the

Resolution, and other funds held or set aside under the Resolution (excluding the Rebate Fund) for the payment of these Bonds. Such pledge is on parity with certain other bonds heretofore issued under the Resolution and any Qualified Swap Payments related to any Bonds issued under the Resolution. No Supplemental Payments are pledged to secure the repayment of the 2008B Bonds. Reference is hereby made to the Resolution and to the Continuing Covenant Agreement for the provisions, among others, relating to the terms of, lien on and security for the 2008B Bonds, the custody and application of the proceeds of the 2008B Bonds, the rights and remedies of the registered owners of the 2008B Bonds and the extent of and limitations on the Authority's rights, duties and obligations, the provisions permitting the issuance of additional parity indebtedness, and the provisions permitting amendments to the Resolution with and without consent of the Bondholders, to all of which provisions the Holder of this Bond irrevocably assents by acceptance of this Bond. Copies of the Resolution are on file and available at the designated office of Wells Fargo Bank, National Association, Philadelphia, Pennsylvania, as Paying Agent and Tender Agent under the Resolution, or its successor as Paying Agent and Tender Agent (herein called the "Paying Agent").

THIS BOND SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THIS 2008B BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE AUTHORITY, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM TO THE EXTENT PROVIDED IN THE RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT NOR THE TAXING POWER OF THE AUTHORITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE 2008B BONDS OR ANY PREMIUM OR INTEREST THEREON AND THE REGISTERED OWNER OF ANY 2008B BOND ISSUED UNDER THE PROVISIONS OF THIS RESOLUTION SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT THEREOF. THE AUTHORITY HAS NO TAXING POWER. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2008B BONDS OR FOR ANY CLAIM BASED THEREON OR ON THE MASTER BOND RESOLUTION OR THIS RESOLUTION OR OTHERWISE WITH RESPECT THERETO OR HERETO AGAINST ANY MEMBER, OFFICER OR EMPLOYEE OF THE AUTHORITY OR ANY PERSON EXECUTING THE 2008B BONDS AND NOTHING IN THE 2008B BONDS, THE MASTER BOND RESOLUTION OR HEREIN SHALL CREATE OR GIVE RISE TO ANY PERSONAL LIABILITY OF ANY SUCH MEMBER, OFFICER OR EMPLOYEE OF THE AUTHORITY OR THE COUNTY OR PERSON EXECUTING THE 2008B BONDS.

The Authority shall repay the outstanding principal amount of this Bond on or before the Mandatory Repayment Date; provided that the failure of the Authority to pay the outstanding principal amount of this Bond on the Mandatory Repayment Date shall not constitute an Event of Default hereunder so long as no other Event of Default has occurred and is continuing; provided, further, that the Authority shall use its best efforts to refinance this Bond in the event the outstanding principal amount of this Bond is not repaid on or before the Mandatory Repayment Date.

Interest on this Bond shall be paid by the Authority on each Interest Payment Date; *provided* that accrued and unpaid interest on this Bond that is not timely paid by the Authority (including interest on such past due interest) shall be due and payable upon demand by the Holder of this Bond. Prior to the Mandatory Repayment Date, this Bond shall bear interest during each Interest Period it is outstanding at the Index Rate. From and after the Mandatory Repayment Date, this Bond shall bear interest for each day it is outstanding at the Extension Rate. From and after the occurrence of an Event of Default, this Bond shall bear interest at the Default Rate. From and after a Taxable Date, this Bond shall bear interest at the Taxable Rate.

All computations of interest on this Bond shall be made on the basis of a 365-day year (366 days in a leap year) for the actual days elapsed. While this Bond bears interest at the Index Rate, the Index Rate shall be reset on each SIFMA Reset Date. While this Bond bears interest at the Extension Rate, the Extension Rate shall be reset on the first Business Day of each month. Interest shall accrue on Outstanding 2008B-1 Bonds from their date of issuance through but excluding the date on which any such 2008B-1 Bond is repaid in full.

Determinations of the applicable interest rate hereunder shall be made by the Calculation Agent and shall be conclusive and binding for all purposes, absent manifest error. Notwithstanding anything herein to the contrary, at any time that the Paying Agent serves as the Calculation Agent, the Paying Agent is not responsible for monitoring changes in the Applicable Spread or for determining that any conditions giving rise to application of the Extension Rate, the Default Rate or the Taxable Rate in accordance with the terms hereof have occurred and no change in the Applicable Spread, or application of the Extension Rate, the Default Rate or the Taxable Rate shall become effective until two (2) Business Days following the Paying Agent's receipt of written notice thereof from the Purchaser or any Bondholder.

If the amount of interest payable on this Bond for any period in accordance with the terms hereof exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Rate, then interest for such period shall be payable, to the extent permitted by law, in an amount calculated at the Maximum Rate. Any interest on this Bond that would have been due and payable for any period but for the operation of the immediately preceding sentence shall constitute "Excess Interest." If there is any accrued and unpaid Excess Interest as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Rate, to the extent permitted by law, until payment to the Purchaser and the Bondholders of the entire Excess Interest. Notwithstanding the foregoing, on the Mandatory Prepayment Date or such other date on which no principal amount of this Bond remains unpaid, the Authority shall pay to the Purchaser a fee equal to any accrued and unpaid Excess Interest. The obligations of the Authority under this paragraph shall survive the termination of the Continuing Covenant Agreement and the repayment in full of this Bond.

Optional Redemption. The Authority may optionally redeem this Bond, in whole or in part without premium (except as provided below with respect to the Purchaser) or penalty on any Interest Payment Date; *provided* that any such prepayment shall be in a principal amount of \$1,000,000 or a whole multiple of \$250,000 in excess thereof or, if less, the entire principal amount thereof then outstanding.

Mandatory Redemption. The Authority shall redeem the principal of this Bond in the following principal amounts and on the following principal payment dates with the final such payment due and payable on the Maturity Date.

PRINCIPAL PAYMENT DATES	PRINCIPAL AMOUNT
July 1, 2018	\$225,000
July 1, 2019	\$260,000
July 1, 2020	\$315,000
July 1, 2021	\$365,000
July 1, 2022	\$415,000
July 1, 2023	\$430,000
July 1, 2024	\$435,000
July 1, 2025	\$295,000
July 1, 2026	\$13,395,000
July 1, 2027	\$14,130,000
July 1, 2028	\$15,440,000
July 1, 2029	\$5,250,000
July 1, 2030	\$5,520,000
July 1, 2031	\$5,815,000
July 1, 2032	\$6,115,000
July 1, 2033	\$6,435,000
July 1, 2034	\$6,770,000
July 1, 2035	\$7,125,000
July 1, 2036	\$7,500,000
July 1, 2037	\$7,890,000
July 1, 2038	\$8,300,000
July 1, 2039	\$8,740,000
July 1, 2040*	\$9,195,000

*Maturity Date

Notice of Optional Redemption. The Paying Agent shall provide Notice of Redemption to the Registered Holders of this Bond at least 15 days prior to the redemption date of such 2008B-1 Bonds. Each such notice shall specify the date and amount of such prepayment.

This Bond is subject to the terms and provisions of the Seventh Supplemental Resolution, including without limitation, provisions with respect to Determination of Taxability.

Any and all payments of principal, interest, and other sums due hereunder shall be made in the amount required hereunder without any reduction, deduction or setoff, notwithstanding the assertion of any right of recoupment or setoff or of any counterclaim by the Authority, and without any withholding on account of taxes, levies, duties or any other deduction whatsoever. All of the Authority's obligations under this Section shall survive the termination of the Continuing Covenant Agreement and the repayment in full of this Bond.

This Bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Paying Agent by the Registered Owner hereof in person, or by its duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or its duly authorized attorney, and thereupon a new registered Bond or Bonds, of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The Authority, the Paying Agent, the Paying Agent and the Tender Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and the interest due hereon and for all other purposes.

By purchasing and accepting delivery of this Bond, the Purchaser shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System on July 1, 2028. The Authority shall comply with the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in connection with the issuance of this Bond, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond is in full compliance with all constitutional and statutory limitations, provisions and restrictions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication endorsed hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the Central Florida Expressway Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Secretary.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

(SEAL)

By: _____
Name: Buddy Dyer
Its: Chairman

ATTESTED AND COUNTERSIGNED:

By: _____
Mimi Lamaute, Assistant Secretary

**REGISTRAR'S CERTIFICATION
OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

_____, AS REGISTRAR

By _____
Authorized Signature

Date of Authentication _____, 2018.

CERTIFICATION OF VALIDATION
[If Applicable]

This Bond is one of a Series of Bonds which were validated and confirmed by Judgment of the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, rendered on September 20, 2002.

[Vice] Chairman

SECTION 2.4 Applicability of Section 4.15. Section 4.15 of the Ninth Supplemental Resolution shall be applicable to the 2008B-1 Bonds.

SECTION 2.5 Amendment to Section 5.01 of the Ninth Supplemental Resolution. Section 5.01 of the Ninth Supplemental Resolution is hereby amended to add paragraph G as follows:

G. *Optional Redemption of 2008B-1 Bonds.* The Authority may optionally redeem the 2008B-1 Bonds, in whole or in part without premium (except as provided below with respect to the Purchaser) or penalty on any Interest Payment Date; *provided* that any such prepayment shall be in a principal amount of \$1,000,000 or a whole multiple of \$250,000 in excess thereof or, if less, the entire principal amount thereof then outstanding.

SECTION 2.6 Amendment to Section 5.02.A. Section 5.02.A. is hereby amended to add the following paragraph:

Mandatory Redemption of 2008B-1 Bonds. The Authority shall redeem the principal of the 2008B-1 Bonds in the following principal amounts and on the following principal payment dates with the final such payment due and payable on the Maturity Date.

PRINCIPAL PAYMENT DATES	PRINCIPAL AMOUNT
July 1, 2018	\$225,000
July 1, 2019	\$260,000
July 1, 2020	\$315,000
July 1, 2021	\$365,000
July 1, 2022	\$415,000
July 1, 2023	\$430,000
July 1, 2024	\$435,000
July 1, 2025	\$295,000
July 1, 2026	\$13,395,000
July 1, 2027	\$14,130,000
July 1, 2028	\$15,440,000
July 1, 2029	\$5,250,000
July 1, 2030	\$5,520,000
July 1, 2031	\$5,815,000
July 1, 2032	\$6,115,000
July 1, 2033	\$6,435,000
July 1, 2034	\$6,770,000
July 1, 2035	\$7,125,000
July 1, 2036	\$7,500,000
July 1, 2037	\$7,890,000
July 1, 2038	\$8,300,000

July 1, 2039	\$8,740,000
July 1, 2040*	\$9,195,000

*Maturity Date

SECTION 2.7 Amendment to Section 5.04 of the Ninth Supplemental Resolution. Section 5.04 of the Ninth Supplemental Resolution is hereby amended as follows solely with respect to the 2008B-1 Bonds:

The Paying Agent shall provide Notice of Redemption to the Registered Holders of the 2008B-1 Bonds at least 15 days prior to the redemption date of such 2008B-1 Bonds. Each such notice shall specify the redemption date and principal amount of 2008B-1 Bonds subject to redemption. Except as modified herein, the remaining terms and provisions of Section 5.04 shall remain in effect with respect to the Series 2008B-1 Bonds.

SECTION 2.8 Amendment to Section 6.05A. of the Ninth Supplemental Resolution. Section 6.05A. of the Ninth Supplemental Resolution is hereby amended in its entirety to substitute the following for Section 6.05.A. currently in effect:

SECTION 6.05A. Mandatory Repayment of 2008B-1 Bonds. The 2008B-1 Bonds shall be subject to mandatory repayment on the Mandatory Repayment Date in the manner, at the times and in the amounts set forth in Section 4.03.H. hereof.

ARTICLE III

MISCELLANEOUS

SECTION 3.1 Approval of Form of Continuing Covenant Agreement. The form of the Continuing Covenant Agreement attached hereto as Exhibit "A" is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made to such form by the Chairman, Vice Chairperson, Executive Director, General Counsel, Chief Financial Officer or other Authorized Officers of the Authority (each, an "Authorized Officer") executing the same, in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of such approval. An Authorized Officer is hereby authorized to execute the Continuing Covenant Agreement on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve; provided however, that such approval shall be subject to the following conditions: (a) the transactions contemplated by this Seventh Supplement shall result in interest rate savings to the Authority of at least five basis points (0.05%), and no costs of issuance (including without limitation the fees and expenses of Bond Counsel and Financial Advisor to the Authority and of counsel to the Purchaser) shall be borne by the Authority as a result of the transactions contemplated by this Seventh Supplement. The obligations of the Authority under the Continuing Covenant Agreement shall be secured by and payable from System Pledged Revenues of the Authority on parity with Parity Bonds issued under the Bond Resolution.

SECTION 3.2 Approval of Form of Bond Purchase Agreement. The form of the Purchase Contract attached hereto as Exhibit "B" is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made to such form by an Authorized Officer executing the same, in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of such approval. An Authorized Officer is hereby authorized to execute the Purchase Contract on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve

SECTION 3.3 Approval of 2008B-1 Bond Form. The 2008B-1 Bond in substantially the form included in Section 2.4 of this Seventh Supplemental Resolution is hereby approved and the Chairman, Vice Chairman, Secretary, Assistant Secretary, or any other Authorized Officer of the Authority, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute and deliver the 2008B-1 Bond on behalf of the Authority in substantially the form provided herein with such changes, insertions, omissions and filling of blanks therein as such officer shall approve.

SECTION 3.4 Authorizations. The Chairman, Vice Chairman, Secretary, Assistant Secretary, Executive Director, Chief Financial Officer or any other Authorized Officer of the Authority, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute such other documents, certificates, disclosures (including without limitation, any voluntary disclosures of the proposed transaction contemplated by this Resolution), instruments, contracts, and agreements whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution.

SECTION 3.5 Controlling Law; Members; Members of Authority not Liable. All covenants, stipulations, obligations and agreements of the Authority contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Authority in his or her individual capacity, and neither the members of the Governing Body of the Authority nor any official executing the 2008B-1 Bond shall be liable personally on the 2008B-1 Bond or under this Resolution or shall be subject to any personal liability or accountability by reason of the issuance of the 2008B-1 Bond or the execution thereof by the Authority or such officers thereof.

SECTION 3.6 Consent to Amendments to Lease Purchase Agreement. By purchasing and accepting delivery of the 2008B-1 Bonds, the holders of the 2008B-1 Bonds shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with

the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

SECTION 3.7 Severability. If any provision of this Resolution is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the other provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or Section of this Resolution shall not affect the remaining portions of this Resolution or any part thereof.

SECTION 3.8 Effect of this Supplemental Resolution. Except for the amendments to the Ninth Supplemental Resolution set forth herein, the Ninth Supplemental Resolution, as supplemented, shall remain in full force and effect, provided however, that to the extent of any conflicts between the provisions of the Fifth Supplement to the Ninth Supplemental Resolution and this Seventh Supplement to the Ninth Supplemental Resolution, the provisions of this Seventh Supplement shall be in full force and effect and the conflicting provisions of the Fifth Supplemental Resolution shall be superseded and no longer in effect. To the extent that there is any inconsistency between the terms and provisions of the Ninth Supplemental Resolution and the Continuing Covenant Agreement, the terms and provisions set forth in the Continuing Covenant Agreement shall control.

SECTION 3.9 Effective Date and Effective Period. This Seventh Supplemental Resolution shall become effective upon receipt by the Authority of the approval, waiver and consent of the holders of the 2008B-1 Bonds to the amendments set forth herein and shall continue to be in effect until the all obligations of the Authority under the Continuing Covenant Agreement, have been paid in full.

[SIGNATURES FOLLOW ON NEXT PAGE]

This Seventh Supplemental Resolution was approved and adopted by the Central Florida Expressway Authority on January 11, 2018.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Buddy Dyer, Chairman

ATTEST:

By: _____
Mimi Lamaute, Assistant Secretary

Signed:

Based upon review by Bond Counsel acting upon the direction of General Counsel, this Seventh Supplemental Resolution is approved as to form and legal sufficiency for the sole use and reliance of the Authority and its Board.

EXHIBIT "A"

Continuing Covenant Agreement relating to the 2008B-1 Bond
(See Attached)

CONTINUING COVENANT AGREEMENT

dated as of January __, 2018,

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,

and

BARCLAYS CAPITAL INC.

Relating to

\$ _____

Central Florida Expressway Authority
Variable Rate Refunding Revenue Bonds, Series 2008B-1

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EXHIBITS

Exhibit A – Form of No Default Certificate

CONTINUING COVENANT AGREEMENT

THIS CONTINUING COVENANT AGREEMENT, dated as of January __, 2018 (as amended, modified or restated from time to time, this "*Agreement*"), between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "*Issuer*"), and BARCLAYS CAPITAL INC.

RECITALS

WHEREAS, the Issuer has previously issued its Variable Rate Refunding Revenue Bonds, Series 2008B-1 (hereafter, the "*Bonds*") pursuant to the Issuer's Amended and Restated Master Bond Resolution, adopted by the Issuer on February 3, 2003 (the "Master Senior Resolution"), as supplemented from time to time, and in particular, as supplemented by that certain Ninth Supplemental Revenue Bond Resolution Authorizing the Issuance of Variable Rate Refunding Revenue Bonds, Series 2008B, adopted by the Issuer on March 26, 2008, with certain changes ratified and amended on April 23, 2008 (the "*Ninth Supplemental Resolution*");

WHEREAS, the Purchaser has requested and the Purchaser has agreed to advance funds to the Issuer by purchasing the Bonds in a single advance and, as a condition to such purchase, the Purchaser has required the Issuer to enter into this Agreement; and

WHEREAS, in order to reflect the interest rate and the terms that the Purchaser is willing to purchase the bonds, on January __, 2018, the Issuer adopted that certain [Seventh Supplement to the Ninth Supplemental Resolution] (the "*Seventh Supplement*"); and

NOW, THEREFORE, to induce the Purchaser to make advance funds to the Issuer by purchasing the Bonds, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Issuer and the Purchaser hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. In addition to the terms defined in the recitals and elsewhere in this Agreement the following terms shall have the following meanings:

"*2008B Bonds*" has the meaning set forth in the Ninth Supplemental Resolution.

"*Act*" means, collectively, the Orlando-Orange County Expressway Authority Law, Chapter 348, Part III, Florida Statutes, as amended, and other applicable provisions of the law not inconsistent with the foregoing.

"*Affiliate*" means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

“*Agreement*” means this Continuing Covenant Agreement, as the same may be amended, modified, or restated from time to time in accordance with the terms hereof.

“*Anti-Terrorism Laws*” has the meaning set forth in Section 4.19 hereof.

“*Applicable Spread*” has the meaning set forth in the [Seventh Supplement].

“*Authorized Officer*” has the meaning set forth in the Senior Bond Resolution.

“*Bank Agreement*” means any credit agreement, loan agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement (such as a continuing covenant agreement or supplemental bondholder’s agreement), bond purchase agreement, swap contract or other agreement or instrument under which, directly or indirectly, any Person or Persons undertake to loan, make or provide funds to make payment of, or to purchase, hedge or provide credit enhancement for any System Pledged Revenues Indebtedness, including, without limitation, the TIFIA Loan Agreement.

“*Bond Counsel*” means Broad and Cassel, or any other firm of attorneys nationally recognized on the subject of municipal finance selected by the Issuer.

“*Bondholder*” means the Purchaser and each Purchaser Transferee or Non-Purchaser Transferee so long as such Purchaser Transferee or Non-Purchaser Transferee is an owner or beneficial owner of Bonds.

“*Bond Purchase Agreement*” means the Contract of Purchase, dated as of January __, 2018 between Barclays Capital Inc. and the Issuer.

“*Bonds*” means the \$_____ Central Florida Expressway Authority Variable Rate Refunding Revenue Bonds, Series 2008B-1.

“*Business Day*” means any day which is not (i) a Saturday or a Sunday, (ii) a day on which the office of the Purchaser is lawfully closed.

“*Change in Law*” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided however, that any change solely in the laws of the United Kingdom would not be deemed a “Change in Law” hereunder; provided further that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“*Closing Date*” means January __, 2018.

“Code” means the Internal Revenue Code of 1986, as amended.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

“Default” means any event of condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means, for any day, a fluctuating rate of interest per annum equal to the [Index Rate or Taxable Rate], in effect from time to time plus four percent (4.00%).

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the Issuer files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Purchaser notifies the Issuer that it has received a written opinion by a nationally recognized attorney or firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Issuer of such notification from the Purchaser, a Bondholder or former Bondholder, the Issuer shall deliver to the Purchaser, the Bondholder or former Bondholder a ruling or determination letter issued to or on behalf of the Issuer by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Issuer shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Issuer, or upon any review or audit of the Issuer or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the Issuer shall receive notice from the Purchaser that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Purchaser, Bondholder or former Bondholder the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the Issuer has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however,* that upon demand from the

Purchaser, a Bondholder or former Bondholder, the Issuer shall promptly reimburse the Purchaser, Bondholder or former Bondholder for any payments, including any taxes, interest, penalties or other charges, such Purchaser, Bondholder or former Bondholder shall be obligated to make as a result of the Determination of Taxability;

“*Dollar*” and “\$” mean lawful money of the United States.

“*Closing Date*” means January __, 2018, subject to the satisfaction or waiver by the Purchaser of the conditions precedent set forth in Article III hereof.

“*EMMA*” means Electronic Municipal Market Access, a service of the Municipal Securities Rulemaking Board.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

“*Event of Default*” with respect to this Agreement has the meaning set forth in Section 7.01 of this Agreement and, with respect to any Related Document, has the meaning assigned therein.

“*Event of Taxability*” means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Issuer, or the failure to take any action by the Issuer, or the making by the Issuer of any misrepresentation herein or in any certificate required to be given in connection with the Bonds) which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Purchaser, any Bondholder or former Bondholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Purchaser, any Bondholder or former Bondholder for federal income tax purposes with respect to the Bonds.

“*Excluded Taxes*” means, with respect to the Purchaser, any Bondholder or any Participant, taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located.

“*Executive Order*” has the meaning set forth in Section 5.19 hereof.

“*Existing Bank Agreements*” has the meaning set forth in Section 5.20 hereof.

“*Fiscal Year*” has the meaning set forth in the Senior Bond Resolution.

“*Fitch*” means Fitch Ratings, Inc., and any successor rating agency.

“*Generally Accepted Accounting Principles*” or “GAAP” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Issuer, including, without limitation, those principles set forth in the statements and pronouncement of the Government Accounting Standards Board.

“*Governmental Authority*” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“*Guarantee*” means, for any Person, all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations of such Person to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor of another Person against loss.

“*Indebtedness*” means for any Person (without duplication) (i) all indebtedness created, assumed or incurred in any manner by any Person representing money borrowed (including by the issuance of debt securities), (ii) all obligations for the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business), (iii) all obligations secured by any lien upon property of such Person, whether or not such Person has assumed or become liable for the payment of such indebtedness, (iv) all obligations, contingent or otherwise, of such Person on or with respect to letters of credit, banker’s acceptances and other evidences of indebtedness representing extensions of credit whether or not representing obligations for borrowed money, (v) all obligations arising under or pursuant to any Swap Contract, and (vi) all Guarantees.

“*Indemnitee*” has the meaning set forth in Section 8.01 hereof.

“*Indemnified Taxes*” means all Taxes other than Excluded Taxes.

[“*Index Rate*” means the sum of the Applicable Spread plus the SIFMA Index; provided that if an Event of Default has occurred and is continuing, the Index Rate shall equal the Default Rate.]

“*Issuer*” has the meaning set forth in the introductory paragraph hereof.

“*Laws*” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“*Majority Bondholder*” has the meaning set forth in Section 8.14 hereof.

“*Master Senior Resolution*” has the meaning set forth in the recitals hereof.

“*Material Adverse Effect*” means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Issuer; (b) a material impairment of the ability of the Issuer to perform its obligations under any Related Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Issuer of any Related Document to which it is a party.

“*Maximum Federal Corporate Tax Rate*” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation which could apply to the Purchaser).

“*Maximum Rate*” means the lesser of (i) eighteen percent (18%) and (ii) the maximum rate of interest on the relevant obligation permitted by applicable law.

“*Moody’s*” means Moody’s Investors Service, Inc. and any successor rating agency.

“*Ninth Supplemental Resolution*” has the meaning set forth in the recitals hereof.

“*Non-Purchaser Transferee*” means any purchaser or transferee of all or a portion of the Bonds other than a Purchaser Transferee.

“*Obligations*” means all obligations of the Issuer to pay principal and interest on the Bonds, all fees and charges payable hereunder, and all other payment obligations of the Issuer to the Purchaser, any Bondholder (or former Bondholder) or Participant arising under or in relation to any Related Document, in each case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held, or acquired.

“*OFAC*” has the meaning set forth in Section 4.19 hereof.

“*Parity Indebtedness*” means (i) any bonds, notes, certificates, debentures or other evidence of similar indebtedness issued by or on behalf of the Issuer or any Bank Agreement entered into by the Issuer secured by a lien on System Pledged Revenues ranking on a parity with the Bonds, (ii) the obligations of the Issuer under any Swap Contract providing interest rate support with respect to any indebtedness issued by or on behalf of the Issuer secured by a lien on System Pledged Revenues ranking on a parity with the Bonds and (iii) any Guarantee by the Issuer secured by a lien on System Pledged Revenues ranking on a parity with the Bonds.

“*Participant*” means any Person who purchases a participation in the Issuer’s Obligations as described in Section 8.14(c) hereof.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

“*Person*” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“*Purchaser*” means, initially, Barclays Capital Inc., and its successors and assigns, and upon the receipt from time to time by the [Paying Agent] and the Issuer of a notice described in Section 8.14(a) from time to time means the Person designated in such notice as the Purchaser, as more fully provided in Section 8.14(a) hereof.

“*Purchaser Affiliate*” means, (i) any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Purchaser or another Purchaser Affiliate, and includes, without limitation, Barclays Bank PLC, and (ii) a trust or other custodial arrangement established by the Purchaser or a Purchaser Affiliate. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

“*Purchaser Transferee*” has the meaning set forth in Section 8.14(b) hereof.

“*Rating Agency*” means any of Fitch, Moody’s or S&P, as applicable.

“*Related Documents*” means this Agreement, the Bond Purchase Agreement, the Bonds, the Senior Bond Resolution and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

“*Rights of Acceleration*” has the meaning set forth in Section 5.15 hereof.

“*S&P*” means S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, and any successor rating agency.

“*Senior Bond Resolution*” means the Master Senior Resolution as supplemented by the Ninth Supplemental Resolution and the Seventh Supplement.

“*Seventh Supplement*” has the meaning set forth in the recitals hereof.

“*State*” means the State of Florida.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms

and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc. or any International Foreign Exchange Master Agreement, including any such obligations or liabilities thereunder.

“*Swap Counterparty*” means the counterparty to any Swap Contract to which the Issuer is a party.

“*Swap Termination Payment*” means, with respect to any one or more Swap Contract, after taking into account the effect of any legally enforceable netting agreement relating to such swap contracts, the termination value(s) determined in accordance with such Swap Contract.

“*System Pledged Revenues*” has the meaning set forth in the Senior Bond Resolution.

“*System Pledged Revenues Indebtedness*” means any Indebtedness of the Issuer secured by or payable from System Pledged Revenues.

“*Taxable Date*” means the date on which interest on the Bonds is first includable in gross income of the Purchaser or any Bondholder thereof as a result of an Event of Taxability as such a date is established pursuant to either (i) the Determination of Taxability or (ii) an opinion by an attorney or firm of attorneys of nationally recognized standing on the subject of tax-exempt municipal finance.

“*Taxable Period*” has the meaning set forth in Section 3.07 hereof.

“*Taxable Rate*” means, for each day, a rate of interest per annum equal to the product of (i) the interest rate that would otherwise be applicable to the Bonds multiplied by (ii) the Taxable Rate Factor.

“*Taxable Rate Factor*” means for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“*TIFIA Lender*” means the United States Department of Transportation, acting by and through the Federal Highway Administrator.

“*TIFIA Loan Agreement*” means that certain TIFIA Loan Agreement dated as of March 25, 2015, between the Issuer and the TIFIA Lender.

“*United States*” and “*U.S.*” mean the United States of America.

Section 1.02. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.”

Section 1.03. Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word “including” shall be deemed to mean “including but not limited to,” and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Agreement unless otherwise specified.

Section 1.04. Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP, as in effect from time to time, applied in a manner consistent with that used in preparing financial statements, except as otherwise specifically prescribed herein.

Section 1.05. Relation to Other Documents; Acknowledgment of Different Provisions of Related Documents; Incorporation by Reference. (a) Nothing in this Agreement shall be deemed to amend, or relieve the Issuer of its obligations under, any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the Issuer to take certain actions, or not to take certain actions, transfers of assets, maintenance of financial ratios and similar matters, the Issuer nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.05, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Related Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (reflecting the language of such Sections as of the date hereof with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Related Documents, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations and amounts owed to the Purchaser under the Related Documents are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto, if consent is required pursuant to the terms of this Agreement, with specific reference to this Agreement.

ARTICLE II

PURCHASE OF BONDS

Section 2.01. Purchase of Bonds. (a) Upon the terms and conditions and in reliance on the representations, warranties and covenants of the Issuer set forth in the Bond Purchase Agreement, the other Related Documents and herein, the Purchaser has agreed to purchase the Bonds.

(b) On the Closing Date, the Issuer shall deliver to the Purchaser, or cause to be delivered, the Bonds and the documents described in the Bond Purchase Agreement and in Article IV hereof.

ARTICLE III

THE ISSUER'S OBLIGATIONS

Section 3.01. Payment Obligations. The Issuer hereby unconditionally, irrevocably and absolutely agrees to make, or cause to be made, prompt and full payment of all payment obligations owed to the Purchaser and the Bondholders under the Related Documents and to pay, or cause to be paid, any other Obligations owing to the Purchaser and the Bondholders whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided herein or in such Related Documents and under such Obligations. The Issuer unconditionally, irrevocably and absolutely agrees to pay to the Purchaser and the Bondholders the following:

(a) Interest in such amounts, on such dates and at such interest rates as set forth in the Senior Bond Resolution;

(b) Principal on the dates and in the amounts set forth in the Senior Bond Resolution;

(c) Within thirty (30) days after demand:

(i) if an Event of Default shall have occurred, all costs and expenses of the Purchaser (including, without limitation, the reasonable fees and out-of-pocket expenses for external counsel or other reasonably required consultants to the Purchaser in connection with advising the Purchaser as to its rights and responsibilities under this Agreement and the other Related Documents) in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Agreement, the other Related Documents and such other documents which may be delivered in connection therewith;

(ii) a fee for each amendment to this Agreement or any other Related Document or any consent or waiver by the Purchaser with respect to any Related Document, in each case, in a minimum amount of \$5,000 plus the reasonable fees and expenses of counsel to the Purchaser;

(iii) the reasonable fees and out of pocket expenses for counsel to the Purchaser in connection with advising the Purchaser as to its rights and responsibilities under this Agreement and the other Related Documents following the occurrence of a Default or an Event of Default or in connection with responding to requests from the Issuer for approvals, consents and waivers; and

(iv) any amounts advanced by or on behalf of the Purchaser and the Bondholders to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Related Document, together with interest at the Default Rate.

(d) All other amounts payable by the Issuer to the Purchaser and the Bondholders under this Agreement or the Related Documents.

To the extent that the Purchaser or a Bondholder receives payment through ownership of the Bonds, the Issuer's obligation to make payments pursuant to clauses (a) and (b) of this Section, to the extent of the payment so received by the Purchaser or the Bondholder, shall be deemed satisfied.

In addition, if at any time any Governmental Authority shall require revenue or other documentary stamps or any other tax in connection with the execution or delivery of this Agreement or other Related Documents, then, if the Issuer lawfully may pay for such stamps, taxes or fees, the Issuer shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon, and the Issuer agrees to hold the Purchaser and the Bondholders harmless from and against any and all liabilities with respect to or resulting from any delay of the Issuer in paying, or omission of the Issuer to pay, such stamps, taxes and fees hereunder.

Section 3.02. Default Rate. If an Event of Default has occurred and is continuing, the Obligations shall bear interest at the Default Rate, which shall be payable by the Issuer to each Bondholder (or, if applicable, the Purchaser) upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

Section 3.03. Maximum Rate. (a)(i) If the amount of interest payable for any period in accordance with the terms hereof or the Bonds (without regard to the Maximum Rate) exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Rate, then interest for such period shall be payable in an amount calculated at the Maximum Rate.

(ii) Any interest that would have been due and payable for any period but for the operation of the immediately preceding subclause (i) shall accrue and be payable as provided in this subclause (ii) and shall, less interest actually paid to each Bondholder (or, if applicable, the Purchaser) for such period, constitute the "Excess Interest Amount." If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Rate until payment to each Bondholder (or, if applicable, the Purchaser) of the entire Excess Interest Amount allocable to each Bondholder.

(iii) Notwithstanding the foregoing, on the date on which no principal amount with respect to the Bonds remains unpaid, the Issuer shall pay to each Bondholder (or, if applicable, the Purchaser) a fee equal to any accrued and unpaid Excess Interest Amount allocable to such Bondholder.

(b) *Survival.* The obligations of the Issuer under this Section 3.03 shall survive the termination of this Agreement and the redemption or other payment in full of the Bonds.

Section 3.04. Taxes.

(a) *Payments Free of Taxes.* Any and all payments by or on account of any obligation of the Issuer hereunder or under the Bonds shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; provided that if the Issuer shall be required by Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Purchaser or such Bondholder receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Issuer shall make such deductions and (iii) the Issuer shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Law.

(b) *Payment of Other Taxes.* Without limiting the provisions of paragraph (a) above, the Issuer shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Law.

(c) *Indemnification by the Issuer.* The Issuer shall indemnify the Purchaser and each other Bondholder, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Purchaser or such Bondholder and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate stating the amount of such payment or liability delivered to the Issuer by the Purchaser or such Bondholder shall be conclusive absent manifest error. In addition, the Issuer shall indemnify the Purchaser and the other Bondholders, within thirty (30) days after demand therefor, for any incremental Taxes that may become payable by the Purchaser or any Bondholder as a result of any failure of the Issuer to pay any Taxes when due to the appropriate Governmental Authority or to deliver to the Purchaser and the other Bondholders, pursuant to clause (d), documentation evidencing the payment of Taxes.

(d) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Issuer to a Governmental Authority, the Issuer shall deliver to the Purchaser or such other Bondholder, as applicable, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Purchaser or such Bondholder, as applicable.

(e) *Treatment of Certain Refunds.* If the Purchaser or any other Bondholder determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid by the Issuer pursuant to this Section), it shall pay to the applicable indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Purchaser or such Bondholder, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the applicable indemnifying party, upon the request of the Purchaser or such Bondholder, as applicable, agrees to repay the amount paid over pursuant to this Section (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Purchaser or such Bondholder, as applicable, in the event the Purchaser or such Bondholder, as applicable, is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will the Purchaser or such Bondholder, as applicable, be required to pay any amount to an indemnifying party pursuant to this paragraph (e) the payment of which would place the Purchaser or such Bondholder, as applicable, in a less favorable net after-Tax position than the Purchaser or such Bondholder, as applicable, would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Purchaser or such Bondholder, as applicable, to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Issuer or any other Person.

(f) *Survival.* Without prejudice to the survival of any other agreement of the Issuer hereunder, the agreements and obligations contained in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the Issuer thereunder and hereunder.

Section 3.05. Increased Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Purchaser or any Purchaser Affiliate;

(ii) subject the Purchaser or any Purchaser Affiliate to any Tax of any kind whatsoever with respect to this Agreement or the Bond, or change the basis of taxation of payments to the Purchaser or such Purchaser Affiliate in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.04 and the imposition of, or any change in the rate of any Excluded Tax payable by the Purchaser or such Purchaser Affiliate); or

(iii) impose on the Purchaser or any Purchaser Affiliate any other condition, cost or expense affecting this Agreement or the Bonds;

and the result of any of the foregoing shall be to increase the cost to the Purchaser or such Purchaser Affiliate of maintaining this Agreement or owning the Bonds, or to reduce the amount of any sum received or receivable by the Purchaser or such Purchaser Affiliate hereunder or under the Bonds (whether of principal, interest or any other amount) then, upon written request of the Purchaser or such Purchaser Affiliate as set forth in clause (c) of this Section, the Issuer shall pay to the Purchaser or such Purchaser Affiliate, as the case may be, such additional amount or amounts as will compensate the Purchaser or such Purchaser Affiliate, as the case may be, for such additional costs incurred or reduction suffered in accordance with clause (c) of this Section.

(b) *Capital Requirements.* If the Purchaser or any Purchaser Affiliate determines that any Change in Law affecting the Purchaser or such Purchaser Affiliate or the Purchaser's or such Purchaser Affiliate's parent or holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return on the Purchaser's or such Purchaser Affiliate's capital or the capital of the Purchaser's or such Purchaser Affiliate's parent or holding company holding, if any, as a consequence of this Agreement, or ownership of the Bonds, to a level below that which the Purchaser or such Purchaser Affiliate or the Purchaser's or such Purchaser Affiliate's parent or holding company could have achieved but for such Change in Law (taking into consideration the Purchaser's or such Purchaser Affiliate's policies and the policies of the Purchaser's or such Purchaser Affiliate's parent or holding company with respect to capital adequacy), then from time to time upon written request of the Purchaser or such Purchaser Affiliate as set forth in clause (c) of this Section, the Issuer shall pay to the Purchaser or such Purchaser Affiliate, as the case may be, such additional amount or amounts as will compensate the Purchaser or such Purchaser Affiliate or the Purchaser's or such Purchaser Affiliate's parent or holding company for any such reduction suffered in accordance with clause (c) of this Section.

(c) *Certificates for Reimbursement.* A certificate of the Purchaser or any Purchaser Affiliate setting forth the amount or amounts necessary to compensate the Purchaser or any such Purchaser Affiliate or the Purchaser's or any such Purchaser Affiliate's parent or holding company, as the case may be, as specified in paragraph (a) or (b) of this Section (which certificate shall set forth, in reasonable detail, the basis for such calculation) and delivered to the Issuer, shall be conclusive absent manifest error. The Issuer shall pay the Purchaser or any such Purchaser Affiliate, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Purchaser or any such Purchaser Affiliate to demand compensation pursuant to this Section shall not constitute a waiver of the Purchaser's or any such Purchaser Affiliate's right to demand such compensation.

(e) *Survival.* Without prejudice to the survival of any other agreement of the Issuer hereunder, the agreements and obligations of the Issuer contained in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the Issuer thereunder and hereunder.

(f) *Taxes.* If any payments to the Purchaser or any Bondholder under this Agreement are made from outside the United States, the Issuer will not deduct any foreign taxes from any

payments it makes to the Purchaser or the Bondholder. If any such taxes are imposed on any payments made by the Issuer (including payments under this paragraph), the Issuer will pay the taxes and will also pay to the Purchaser and the Bondholder, at the time interest is paid, any additional amount which the Purchaser or Bondholder specifies as necessary to preserve the after tax yield the Purchaser and Bondholder would have received if such taxes had not been imposed. The Issuer will confirm that it has paid the taxes by giving the Purchaser and Bondholder official tax receipts (or notarized copies) within thirty (30) days after the due date.

Section 3.06. Obligations Absolute. The payment obligations of the Issuer shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including without limitation the following:

(a) any lack of validity or enforceability of this Agreement, the Bonds or any of the other Related Documents;

(b) any amendment or waiver of or any consent to departure from all or any of the Related Documents;

(c) the existence of any claim, set-off, defense or other right which the Issuer may have at any time against the Purchaser, any other Bondholder or any other person or entity, whether in connection with this Agreement, the other Related Documents, the transactions contemplated herein or therein or any unrelated transaction; or

(d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Section 3.07. Determination of Taxability. (a) From and after the Taxable Date, the Bonds shall bear interest at the Taxable Rate.

(b) (i) In the event a Determination of Taxability occurs, to the extent not payable to the Purchaser or any other Bondholder under the terms of the Senior Bond Resolution and the Bonds, the Issuer hereby agrees to pay to the Purchaser and each Bondholder (and if applicable, each Participant) on demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to the Purchaser and each Bondholder (and if applicable, each Participant) on the Bonds during the period for which interest on the Bonds is included in the gross income of the Purchaser or any Bondholder (and if applicable, each Participant) if the Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "Taxable Period"), and (B) the amount of interest actually paid to the Purchaser and the Bondholders (and if applicable, each Participant) during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by the Purchaser and the Bondholders (and if applicable, each Participant) as a result of interest on the Bonds becoming included in the gross income of the Purchaser or the Bondholders (and if applicable, each Participant), together with any and all reasonable attorneys' fees, court costs, or other out of pocket costs incurred by the Purchaser and/or any Bondholders (and if applicable, each Participant) in connection therewith.

(ii) Subject to the provisions of clause (iii) below, the Purchaser and the Bondholders (and if applicable, each Participant) shall afford the Issuer the opportunity, at the Issuer's sole cost and expense, to contest (1) the validity of any amendment to the

Code which causes the interest on the Bonds to be included in the gross income of the Purchaser or the Bondholders (and if applicable, each Participant) or (2) any challenge to the validity of the tax exemption with respect to the interest on the Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

(iii) As a condition precedent to the exercise by the Issuer of its right to contest set forth in clause (ii) above, the Issuer shall, on demand, immediately reimburse the Purchaser, the Bondholders and Participants for any and all expenses (including reasonable attorneys' fees for services that may be reasonably required or desirable, as determined by the Purchaser and the Bondholders in their sole discretion) that may be incurred by the Purchaser and the Bondholders in connection with any such contest, and shall, on demand, immediately reimburse the Purchaser and the Bondholders for any and all penalties or other charges payable by the Purchaser and the Bondholders (and if applicable, each Participant) for failure to include such interest in its gross income.

(iv) The obligations of the Issuer under this Section 3.07 shall survive the termination of this Agreement, the termination of any of the other Related Documents, and the repayment in full of the Bonds.

ARTICLE IV

CONDITIONS PRECEDENT TO PURCHASE OF BONDS

Section 4.01. Documentary Requirements. The obligation of the Purchaser to purchase the Bonds is subject to the conditions precedent that the Purchaser shall have received, on or before the Closing Date, the items described in the Bond Purchase Agreement and the items listed below in this Section, each dated and in form and substance as is satisfactory to the Purchaser and the Purchaser's counsel, McDermott, Will & Emery LLP (hereinafter, the "Purchaser's Counsel").

(a) The following Issuer documents:

(i) Copies of the resolutions of the Issuer approving the execution and delivery of this Agreement and the Related Documents to be executed on the Closing Date and the other matters contemplated hereby, certified by the Authorized Officer of the Issuer as being true and complete and in full force and effect on the Closing Date; and

(ii) A certificate by the Authorized Officer of the Issuer certifying the names and signatures of the persons authorized to sign, on behalf of the Issuer, the Related Documents to be executed on the Closing Date to which it is a party.

(b) An executed original of this Agreement, the Bond Purchase Agreement, a specimen copy of the Bond and a certified copy of the Master Senior Resolution and each supplement thereto.

(c) A certified copy of the Seventh Supplement amending the Ninth Supplemental Resolution.

(d) An executed copy of each Bank Agreement in effect that includes Rights of Acceleration.

(e) The following opinions, dated the Closing Date and addressed to the Purchaser or on which the Purchaser is otherwise expressly authorized to rely:

(i) from Bond Counsel, an opinion as to the due authorization, execution, delivery and enforceability of the Related Documents to which the Issuer is a party, and such other customary matters as the Purchaser may reasonably request; and

(ii) from Bond Counsel, an opinion as to the validity of the Bonds, that the interest on the Bonds is excluded from gross income for federal income tax purposes, and such other customary matters as the Purchaser may reasonably request.

(f) A certificate dated the Closing Date and executed by an Authorized Officer certifying (i) that there has been no event or circumstance since [June 30, 2017], that has had or could be reasonably expected to have, either individually or in the aggregate, a material adverse effect upon the operations, business, properties, liabilities or financial condition of the Issuer, (ii) that the representations and warranties contained in Article V hereof and the other Related Documents are true and correct in all material respects on the Closing Date and (iii) no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default.

(g) Evidence that the long-term unenhanced ratings assigned to the Bonds is at least "A3" (or its equivalent) by Moody's.

Section 4.02. Other Matters. All other legal matters pertaining to the execution and delivery of this Agreement and the Related Documents shall be satisfactory to the Purchaser and its counsel, and the Purchaser shall have received such other statements, certificates, agreements, documents and information with respect to the Issuer and the other parties to the Related Documents and matters contemplated by this Agreement as the Purchaser may reasonably request.

Section 4.03. CUSIP; DTC. The Bonds (i) shall have a CUSIP number assigned to them, and (ii) shall be registered with The Depository Trust Company or another securities depository acceptable to the Purchaser.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Issuer represents and warrants to the Purchaser and each Bondholder as of the date hereof:

Section 5.01. Organization and Powers. The Issuer: (a) is a body politic and corporate and an agency of the State, created under the laws of the State; (b) has or had, as applicable, all governmental power and authority, and all governmental licenses, authorizations, consents and approvals, to conduct its own business and own its properties (real and personal), to execute,

deliver and perform this Agreement and the other Related Documents to which it is or will be a party; and (c) had all governmental power and authority, and all governmental licenses, authorizations, consents and approvals, to adopt, execute and deliver the Senior Bond Resolution as amended and supplemented to date.

Section 5.02. Authorization; Contravention. The execution and delivery by the Issuer of this Agreement and the Senior Bond Resolution and performance by the Issuer of the Senior Bond Resolution, this Agreement and the other Related Documents, and the making of the payments on the Bonds: (a) have been duly authorized by all necessary action by the Issuer; and (b) do not contravene, result in the violation of, or constitute a default under: (i) any law, rule, order or regulation; (ii) any judgment, order or decree of any court or other Governmental Authority; or (iii) any agreement, indenture, resolution or other instrument to which the Issuer is a party or by which it or any of its property is bound.

Section 5.03. Governmental Consent or Approval. No authorization, consent, approval, permit, license, exemption or other action by, and no filing or registration with, any court or governmental department, commission, board, bureau, agency or other Governmental Authority (including, without limitation, any voter referendum) is or will be necessary for the valid adoption, execution and delivery by the Issuer of this Agreement or the Senior Bond Resolution or the performance by the Issuer of its obligations under the Senior Bond Resolution, this Agreement or any of the other Related Documents, except those which have been obtained on or prior to the Closing Date.

Section 5.04. Binding Effect. This Agreement, the Senior Bond Resolution and the other Related Documents constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law and by limitations on legal remedies against public agencies in the State. The Bonds has been duly issued, executed and delivered in conformity with the Act and the Senior Bond Resolution, and constitute the legal, valid and binding special, limited obligation of the Issuer, enforceable in accordance with its terms, except as such enforceability may be limited by applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and entitled to the benefit and security of the Senior Bond Resolution.

Section 5.05. Margin Stock. The Issuer is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of the Bonds will be used to purchase or carry any such margin stock or extend credit to others for the purpose of purchasing or carrying any such margin stock.

Section 5.06. Litigation. Except as otherwise disclosed by the Issuer to the Purchaser in writing prior to the Closing Date, there is no pending or threatened action, suit or proceeding

before any court, other Governmental Authority or arbitrator which could reasonably be expected to have a Material Adverse Effect.

Section 5.07. No Event of Default. The Issuer is not in default under (i) any order, writ, injunction or decree of any court or Governmental Authority applicable to it, or (ii) any law or regulation applicable to it, or (iii) any of its Indebtedness, or (iv) any contract, agreement or instrument to which it is a party or by which it or its property is bound, in each case, which default could have a Material Adverse Effect; and, to the Issuer's knowledge, no event has occurred which with the giving of notice or the passage of time or both would constitute such a default. No Default or Event of Default has occurred or is continuing hereunder or under any other Related Document.

Section 5.08. Financial Statements. (a) The financial statements of the Issuer furnished to the Purchaser for the Fiscal Years ended [June 30, 2017], fairly present the financial condition of the Issuer as of such dates and the results of its operations for the Fiscal Year ended on such dates, all in accordance with Generally Accepted Accounting Principles. Except as otherwise disclosed in writing to the Purchaser, such financial statements disclose all indebtedness outstanding of the Issuer secured by or payable from System Pledged Revenues as of the respective dates thereof.

(b) There has been no material adverse change in the financial condition or operations of the Issuer since [June 30, 2017].

(c) There has been no material adverse change in the financial condition or operations of the Issuer that could affect or impair the ability of the Issuer to pay the Bonds or any obligations hereunder or under the other Related Documents.

Section 5.09. Complete and Correct Information. No Related Document, and no certificate, report, statement or other document or information furnished to the Purchaser, with respect to the Issuer in connection therewith or with the consummation of the transactions contemplated hereby, contains any material misstatement of fact necessary to make the statements contained therein not misleading. Except to the extent previously disclosed to the Purchaser in writing on or before the Closing Date, as of the Closing Date, there is no other fact known that could reasonably be expected to have a Material Adverse Effect or that has not been reflected in the audited financial statements referred to in Section 5.08 hereof.

Section 5.10. Sovereign Immunity. The Issuer is not entitled to claim, with respect to itself or the System Pledged Revenues, the defense of sovereign immunity under current law in any action, suit or proceeding arising out of this Agreement or any other Related Document; provided, however, in any action, suit or proceeding in which the Purchaser makes a claim or cause of action based on a tort, the Issuer may assert the defense of sovereign immunity to the extent set forth in Section 768.28. Florida Statutes.

Section 5.11. Compliance with Rules and Regulations. The Issuer is in compliance with all laws, ordinances, orders, rules and regulations applicable to it, noncompliance with which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.12. No ERISA Plans. The Issuer has never established, is not a party to and has never contributed to any “employee benefit plan” within the meaning of Section 3(3) of ERISA or any other form of bonus, incentive compensation, deferred compensation or other similar plan or arrangement, other than a “governmental plan” within the meaning of Section 414(d) of the Code or Section 3(32) of ERISA.

Section 5.13. Tax-Exempt Status of the Bonds. The Issuer has not taken any action and knows of no action that any other Person has taken, which would cause interest on the Bonds to be included in the gross income of the recipients thereof for Federal income tax purposes.

Section 5.14. Incorporation of Representations and Warranties by Reference. The Issuer hereby makes to the Purchaser the same representations and warranties as are set forth in the Senior Bond Resolution and the other Related Documents (in each case, as in effect on the Closing Date), which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the written consent of the Purchaser.

Section 5.15. No Proposed Legal Changes. Except to the extent previously disclosed to the Purchaser in writing on or before the Closing Date, there is no amendment or, to the knowledge of any Authorized Officer of the Issuer, proposed amendment certified for placement on a statewide ballot, to the Constitution of the State or any published administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect the Bonds or the Purchaser or the ability of the Issuer to perform its obligations under this Agreement and the other Related Documents.

Section 5.16. Interest. Other than with respect to Section 3.03 hereof (as to which no representation is made), none of the Related Documents or the Bonds provide for any payments that would violate any applicable law regarding permissible maximum rates of interest.

Section 5.17. Reserved.

Section 5.18. System Pledged Revenues. The Senior Bond Resolution creates, for the benefit of the Bonds and the Obligations, the legally valid, binding and irrevocable lien on and pledge of the System Pledged Revenues. The Bonds and the payment of the other Obligations are payable from and secured by the System Pledged Revenues on a parity with all “Bonds” (as defined in the Master Senior Resolution) and all “Qualified Swap Payments” (as defined in the Master Senior Resolution) in accordance with the terms and provisions of the Senior Bond Resolution. There is no lien on or pledge of the System Pledged Revenues other than the liens and/or pledges created by or permitted pursuant to the terms of the Senior Bond Resolution and the Senior Bond Resolution does not permit the issuance of any Indebtedness to rank senior to the Bonds or any other 2008 Bonds as to priority of payment or lien on System Pledged Revenues. No filing, registration, recording or publication of the Senior Bond Resolution or any

other instrument is required to establish the pledge provided for thereunder or to perfect, protect or maintain the lien created thereby on the System Pledged Revenues to secure the Bonds and the Obligations.

Section 5.19. Anti-Terrorism Laws. The Issuer is not in violation of any Laws relating to terrorism or money laundering (“Anti-Terrorism Laws”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “Executive Order”), and the Patriot Act;

(a) The Issuer is not any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which the Purchaser is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(v) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list;

(b) To the best of its knowledge, the Issuer does not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (a)(ii) above, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Section 5.20. Existing Bank Agreements. The Bank Agreements delivered to the Purchaser on the Closing Date pursuant to Section 4.01(d) hereof constitute all Bank Agreements to which the Issuer is a party as of the Closing Date (the “Existing Bank Agreements”), and each such Existing Bank Agreement which includes Rights of Acceleration shall, for purposes of Sections 6.15 and 7.03 hereof, be deemed to provide the Purchaser with Rights of Acceleration unless and until the Issuer shall demonstrate to the reasonable satisfaction of the Purchaser that no such Bank Agreement has such Rights of Acceleration.

ARTICLE VI

COVENANTS OF THE ISSUER

The Issuer covenants and agrees, until the full and final payment and satisfaction of all of the Obligations, except in any instance in which the Purchaser specially agrees in writing to any performance or noncompliance, that:

Section 6.01. Information. The Issuer will deliver to the Purchaser:

(a) as soon as publicly available and in any event within one hundred eighty (180) days after the end of each Fiscal Year (i) a copy of the annual report and the audited financial statements of the Issuer prepared in accordance with GAAP consistently applied and audited by independent certified public accountants of recognized standing, including a balance sheet of the Issuer as of the end of such Fiscal Year and related statements of revenues, expenses and changes in fund equity and cash flows for the Fiscal Year ended, and (ii) a certificate of the chief financial officer (or interim chief financial officer) of the Issuer stating that to the best of his or her knowledge, no Default or Event of Default as described in Section 7.01 hereof has occurred and is continuing, or if the Issuer's chief financial officer (or interim chief financial officer) is unable to make the certifications required herein, he or she shall supply a statement setting forth the reasons for such inability, specifying the nature and extent of such reasons;

(b) as soon as available and in any event within sixty (60) days after the close each of the first three fiscal quarters of the Issuer, a certificate of the chief financial officer (or interim chief financial officer) of the Issuer stating that to the best of his or her knowledge, no Default or Event of Default as described in Section 7.01 hereof has occurred and is continuing, or if the Issuer's chief financial officer (or interim chief financial officer) is unable to make the certifications required herein, he or she shall supply a statement setting forth the reasons for such inability, specifying the nature and extent of such reasons; provided, that deliveries under this clause (b) shall only be required in the event the long-term unenhanced rating by any of the Rating Agencies then rating Parity Indebtedness is reduced below "Baa1" (or its equivalent) by Moody's, "BBB+" (or its equivalent) by S&P, or "BBB+" (or its equivalent) by Fitch;

(c) forthwith upon the occurrence of any Default or Event of Default a certificate of an Authorized Officer, setting forth the details thereof and the action which the Issuer is taking or proposes to take with respect thereto;

(d) promptly after the commencement thereof, but in any event not more than ten (10) Business Days after service of process against the Issuer has been completed or the Issuer obtains knowledge thereof, a written description of any actions, suits, and proceedings before any court or other Governmental Authority against the Issuer which, if determined against the Issuer, could reasonably be expected to have a Material Adverse Effect;

(e) as soon as practicable but in any event within ten (10) Business Days after the adoption of any amendment, supplement or other modification to the Senior Bond Resolution, a copy thereof;

(f) promptly upon written request of the Purchaser, copies of all reports filed with the Rating Agencies, copies of the Senior Bond Resolution, any other resolution, indenture, credit agreement or other evidence of indebtedness of the Issuer, any information relating to the foregoing, or information relating to the System Pledged Revenues, or any other information about the financial condition, operations or business of the Issuer, that the Purchaser may reasonably request; and

(g) as soon as practicable, but in any event within ten (10) Business Days after the Issuer enters into a new Swap Contract, a list of all of the Issuer's outstanding Swap Contracts and each Swap Counterparty thereto.

Section 6.02. Maintenance of Books; Access to Records. The Issuer will keep proper books of record and account in which full, true and correct entries in accordance with GAAP and the financial statements delivered to the Purchaser pursuant to Sections 6.01(a) and 6.01(b) hereof shall reflect the Bonds. All financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. The Issuer will furnish to the Purchaser such information regarding the financial condition, results of operations or business of the Issuer as the Purchaser may reasonably request and will permit any officers, employees or agents of the Purchaser to visit and inspect any of the properties of the Issuer and to discuss matters reasonably pertinent to an evaluation of the credit of the Issuer, all at such reasonable times as the Purchaser may reasonably request.

Section 6.03. Proceeds of Bonds. The proceeds of the Bonds on the Closing Date will be used by the Issuer solely for the purpose of providing funds to repay Barclays Bank PLC for the term loan made pursuant to the Term Loan Agreement, dated as of May 7, 2015, between the Issuer and Barclays Bank PLC.

Section 6.04. No Amendment. The Issuer will not amend, supplement, modify or waive any of the provisions of any of the Related Documents or consent to any of the foregoing without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld. The Issuer will give the Purchaser notice as promptly as practicable (but in no event less than fifteen (15) Business Days) prior to any proposed amendment, supplement, modification or waiver of any provision of the Senior Bond Resolution and of any meeting of the Issuer's Governing Board at which any of the foregoing will be discussed or considered.

Section 6.05. Taxes and Liabilities. The Issuer will pay all of its indebtedness and obligations promptly and in accordance with its terms and pay and discharge, or cause to be paid and discharged, promptly all taxes, assessments and governmental charges or levies imposed upon it or upon its income and profits, or upon any of its property, real, personal, or mixed, or upon any part thereof, before the same shall become in default, except for those matters which are being contested in good faith by appropriate action or proceedings or for which the Issuer has established adequate reserves in accordance with GAAP applied on a consistent basis.

Section 6.06. Further Assurances. The Issuer will, at any and all times, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, assignments,

recordings, filings, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, revenues, other funds and the System Pledged Revenues or assigned pursuant to the Senior Bond Resolution to the payment of the Bonds and the other obligations of the Issuer hereunder, or intended so to be, of which the Issuer may become bound to pledge or assign.

Section 6.07. Compliance with Rules and Regulations. The Issuer shall comply with all laws, ordinances, orders, consents, licenses, approvals, authorizations, rules and regulations of all Governmental Authorities, except for any noncompliance which could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 6.08. Insurance. The Issuer will maintain and procure at all times insurance in accordance with Section 5.7 of the Master Senior Resolution.

Section 6.09. Exempt Status. The Issuer shall not take any action or omit to take any action that, if taken or omitted, would adversely affect the excludability of interest on the Bonds from the gross income of the Purchaser and Bondholders thereof for Federal Income tax purposes.

Section 6.10. Additional Indebtedness. (a) Without the prior written consent of the Purchaser, the Issuer shall not issue, other than in accordance with the terms and provisions of the Senior Bond Resolution, any Indebtedness or Parity Indebtedness secured by a parity pledge of and lien on the System Pledged Revenues.

(a) In accordance with the provisions of Section 5.5(A) of the Master Senior Resolution, the Issuer shall not issue or incur any Indebtedness payable from or secured by a lien on or pledge of the System Pledged Revenues that is senior to the lien and/or pledge of the System Pledged Revenues created by the Senior Bond Resolution securing the Bonds and the Obligations.

Section 6.11. Incorporation of Covenants by Reference. The Issuer agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Senior Bond Resolution and the other Related Documents, which provisions (with the exception of any Swap Contract), as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. To the extent that: (i) any such incorporated provision permits any Person to waive compliance with or consent to such provisions or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person; and (ii) any such waiver or consent or acceptance of a document, opinion or other instrument would adversely affect the interests of the Purchaser for purposes of this Agreement, such provision shall be complied with only if it is waived or consented to in writing by the Purchaser and such document, opinion or other instrument shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Purchaser. Without the written consent of the Purchaser, no amendment to such covenants and agreements or defined terms made pursuant to the Senior Bond Resolution or the other Related Documents shall be effective to amend such covenants and agreements and defined terms as incorporated by reference herein.

Section 6.12. No Priority for Certain Indebtedness. Except for additional Indebtedness issued in accordance with Section 6.10 hereof, the Issuer will not issue any Indebtedness having a lien and charge upon all or part of the System Pledged Revenues that is senior to or on a parity with the Bonds and the other Obligations. Additionally, except with respect to any Swap Contracts in effect on the date hereof, no Swap Termination Payments shall be secured by any lien on the System Pledged Revenues which is senior to or on a parity with the payment of principal of or interest on the Bonds.

Section 6.13. No Sovereign Immunity. To the fullest extent permitted by law, the Issuer hereby agrees not to assert the defense of sovereign immunity in any legal proceeding by the Purchaser or any Bondholder to enforce or collect upon the obligations of the Issuer under this Agreement, the other Related Documents or the transactions contemplated hereby; provided, however, in any action, suit or proceeding in which the Purchaser makes a claim or cause of action based on a tort, the Issuer may assert the defense of sovereign immunity to the extent set forth in Section 768.28. Florida Statutes.

Section 6.14. Rating of Parity Bonds. The Issuer shall at all times maintain (i) at least one long-term unenhanced rating from a Rating Agency on any publicly offered Parity Bonds and (ii) a long-term unenhanced rating from S&P or Moody's on the Bonds.

Section 6.15. Most Favored Nations Regarding Acceleration. (a) During any period in which this Agreement is in effect or amounts remain payable under the Bonds or hereunder, if the Issuer has entered into or shall enter into or otherwise consent to any Bank Agreement which includes the right, upon the occurrence and during the continuance of an event of default thereunder, to direct or declare the payment of the principal of or interest on any System Pledged Revenues Indebtedness to be due and payable prior to its maturity including, without limitation, through the direction of an acceleration, unscheduled mandatory redemption or unscheduled mandatory tender of such System Pledged Revenues Indebtedness (herein, "Rights of Acceleration"), and on the date the Purchaser's rights under this Section 6.15 are being determined, such Rights of Acceleration are in effect with respect to another Bank Agreement, then the Purchaser shall have the right, upon the occurrence and continuation of an Event of Default hereunder, to declare the Bonds and all other Obligations hereunder to be, and such amounts shall thereupon become, due and payable on such shorter schedule as provided in such Bank Agreement without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Issuer.

(b) Promptly upon entering into any Bank Agreement which includes Rights of Acceleration, the Issuer shall provide the Purchaser with a copy of such Bank Agreement, and such Rights of Acceleration shall automatically be deemed to be incorporated into this Agreement and the Purchaser shall have the benefits of such Rights of Acceleration as is specifically set forth herein; provided that the Purchaser shall have and maintain the benefit of such Rights of Acceleration even if the Issuer fails to provide such notice.

(c) The Purchaser shall have the benefit of any Rights of Acceleration incorporated into this Agreement pursuant to this Section 6.15 until such time as no Bank Agreement then in effect provides for Rights of Acceleration, or, in the case of the TIFIA Loan Agreement, all such Rights of Acceleration are in forbearance, whether by amendment removing such Rights of

Acceleration, excluding or eliminating Rights of Acceleration, substitution of another Bank Agreement that excludes or eliminates Rights of Acceleration, or by release, termination or discharge of the related System Pledged Revenues Indebtedness. In the event the Issuer amends any Bank Agreement to remove Rights of Acceleration or releases, terminates or discharges any System Pledged Revenues Indebtedness that provide for Rights of Acceleration the Issuer shall provide written notice to the Purchaser thereof. For the avoidance of doubt, the Rights of Acceleration provided for herein shall not be available to the Purchaser unless or until any Rights of Acceleration are granted to or may be exercised by another Person under a Bank Agreement, including, without limitation, the TIFIA Lender under the TIFIA Loan Agreement.

Section 6.16. Disclosure of Related Documents. No later than ten (10) Business Days after the Closing Date, the Issuer shall (a) provide substantially final or executed copies of the Ninth Supplemental Resolution, as amended by the Seventh Supplement, and this Agreement to each Rating Agency, and (b) post or cause to be posted the Ninth Supplemental Resolution, as amended by the Seventh Supplement, and this Agreement on the website of EMMA, in each case with redactions that are reasonably satisfactory to the Purchaser.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an "Event of Default" hereunder, unless waived in writing by Purchaser:

(a) the Issuer shall fail to pay (i) the principal of the Bonds when due or (ii) the interest on the Bonds and, solely with respect to this clause (ii), such failure shall continue for a period of three (3) days; or

(b) the Issuer shall fail to pay any Obligation (other than the obligation to pay the principal of or interest on the Bonds) and such failure shall continue for ten (10) days; or

(c) any representation or warranty made by or on behalf of the Issuer in this Agreement or in any other Related Document or in any certificate or statement delivered hereunder or thereunder shall be incorrect or untrue in any material respect when made or deemed to have been made or delivered; or

(d) the Issuer shall default in the due performance or observance of any of the covenants set forth in Section 6.01, 6.03, 6.04, 6.05, 6.09, 6.10, 6.11, 6.12, 6.13 and 6.14 hereof; or

(e) the Issuer shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof; or

(f) one or more final, unappealable judgments against the Issuer for the payment of money, which, individually or in the aggregate, equal or exceed \$10,000,000, shall remain unpaid, unstayed, undischarged, unbonded or undismissed for a period of sixty (60) days; or

(g) (i) the Issuer shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it, or seeking to declare a moratorium with respect to the payment of principal of or interest on any indebtedness of the Issuer senior to or on a parity with the Bonds and secured by and payable from the System Pledged Revenues, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets or for all of the System Pledged Revenues, or the Issuer shall make a general assignment for the benefit of its creditors; or

(ii) there shall be commenced against the Issuer any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in an order for such relief or in the appointment of a receiver or similar official or (B) remains undismissed, undischarged, unstayed or unbonded for a period of sixty (60) days; or

(iii) there shall be commenced against the Issuer, any case, proceeding or other action seeking, issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets or for all of the System Pledged Revenues, which (A) results in the entry of an order for any such relief or (B) shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or

(iv) the Issuer shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or

(v) the Issuer, by official action of its governing board, shall admit in writing its inability to pay its debts generally as they become due, or shall become insolvent within the meaning of Section 101(32) of the United States Bankruptcy Code; or

(vi) (A) the Issuer shall impose a debt moratorium, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on any Parity Indebtedness or (B) any Governmental Authority having appropriate jurisdiction over the Issuer shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which results in a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on the Bonds or any other System Pledged Revenues Indebtedness; or

(h) (i) any provision of this Agreement or any Related Document related to (A) payment of principal of or interest on the Bonds or any other Parity Indebtedness, or (B) the validity or enforceability of the pledge of the System Pledged Revenues shall at any time for any reason cease to be valid and binding on the Issuer as a result of a finding or ruling by a court or Governmental Authority with competent jurisdiction, or shall be declared, in a final non-

appealable judgment by any court of competent jurisdiction, to be null and void, invalid or unenforceable; or

(ii) the validity or enforceability of any material provision of this Agreement or any Related Document related to (A) payment of principal of or interest on the Bonds or any other Parity Indebtedness, or (B) the validity or enforceability of the pledge of the System Pledged Revenues shall be publicly contested by the governing body of the Issuer or the governing body of the Issuer shall repudiate or otherwise deny that it has any further liability or obligation with respect thereto; or

(iii) any other material provision of this Agreement or any other Related Document, other than a provision described in clause (i) above, shall at any time for any reason cease to be valid and binding on the Issuer as a result of a ruling or finding by a court or a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the governing body of the Issuer or the governing body of the Issuer shall repudiate or otherwise deny that it has any further liability or obligation with respect thereto; or

(i) the Issuer shall (i) default on the payment of the principal of or interest on any Parity Indebtedness, including, without limitation, any regularly scheduled payments on Swap Contracts, aggregating in excess of \$5,000,000, beyond the period of grace, if any, provided in the instrument or agreement under which such Parity Indebtedness was created or incurred; or (ii) default in the observance or performance of any agreement or condition relating to any Parity Indebtedness, aggregating in excess of \$5,000,000, or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to cause the holder or holders of such Parity Indebtedness (or a trustee or agent on behalf of such holder or holders) to take remedial action with respect thereto, including, without limitation, reserving rights or providing notice of an event of default, imposing penalty rates, or causing such Parity Indebtedness to become due prior to its stated maturity; or

(j) the long-term unenhanced rating by any of the Rating Agencies then rating Parity Indebtedness shall be withdrawn or suspended for credit related reasons or is reduced below "Baa2" (or its equivalent) by Moody's, "BBB" (or its equivalent) by S&P, or "BBB" (or its equivalent) by Fitch; or

(k) any "event of default" under any of the Related Documents which is not cured within any applicable cure period and which, if not cured, would give rise to remedies available thereunder; or

(l) any legislation shall be enacted or amended which event, in the reasonable judgment of the Purchaser, materially adversely affects the ability of the Issuer to make payment on the Bonds or any Obligations owed to the Purchaser hereunder at the respective times that such payments are payable hereunder.

Section 7.02. Consequences of an Event of Default. If an Event of Default specified in Section 7.01 hereof shall occur and be continuing, the Purchaser may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) by written notice to the [Paying Agent] and the Issuer, declare the outstanding amount of the Obligations under this Agreement (except as provided in Section 7.03 below, other than principal and interest on the Bonds) to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue;

(b) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of the Issuer under the Related Documents, whether for specific performance of any agreement or covenant of the Issuer or in aid of the execution of any power granted to the Purchaser in the Related Documents;

(c) cure any Default, Event of Default or event of nonperformance hereunder or under any Related Document; *provided, however*, that the Purchaser shall have no obligation to effect such a cure; and

(d) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents and as otherwise available at law and at equity.

Section 7.03. Rights of Acceleration. Notwithstanding Section 7.02 hereof, in the event that the Purchaser then has the benefit of Rights of Acceleration pursuant to Section 6.15 hereof, upon the occurrence and during the continuance of an Event of Default hereunder, the Purchaser may exercise such Rights of Acceleration.

Section 7.04. Remedies Cumulative; Solely for the Benefit of Purchaser and the Bondholders. Each and every right, power and remedy herein specifically given to the Purchaser and/or the Bondholders, as applicable, in the Related Documents shall be cumulative, concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as may be deemed expedient by the Purchaser and the Bondholders, as applicable, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

The rights and remedies of the Purchaser specified herein are for the sole and exclusive benefit, use and protection of the Purchaser and the Bondholders, and the Purchaser is entitled, but shall have no duty or obligation to the Issuer, the [Paying Agent] or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Purchaser hereunder or under any of the other Related Documents.

Section 7.05. Waivers or Omissions. No delay or omission by the Purchaser in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Purchaser or to be acquiescence therein. No express or implied waiver by the Purchaser of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 7.06. Discontinuance of Proceedings. In case the Purchaser shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Purchaser shall have the unqualified right so to do and, in such event, the Issuer and the Purchaser shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Purchaser hereunder shall continue as if the same had never been invoked.

Section 7.07. Injunctive Relief. The Issuer recognizes that in the event an Event of Default occurs, any remedy of law may prove to be inadequate relief to the Purchaser; therefore, the Issuer agrees that the Purchaser, if the Purchaser so requests, shall be entitled to temporary and permanent relief in any such case.

ARTICLE VIII MISCELLANEOUS

Section 8.01. Patriot Act Notice. The Purchaser hereby notifies the Issuer that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow the Purchaser to identify the Issuer in accordance with the Patriot Act. The Issuer shall promptly provide such information upon request by the Purchaser.

Section 8.02. Further Assurances. From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Purchaser, the Issuer will, at its expense, (a) correct any defect, error or omission which may be discovered in the form or content of any of the Related Documents, and (b) make, execute, deliver and record, or cause to be made, executed, delivered and recorded, any and all further instruments, certificates, and other documents as may, in the opinion of the Purchaser, be necessary or desirable in order to complete, perfect or continue and preserve the Lien of the System Pledged Revenues and the trust estate set forth in the Senior Bond Resolution. Upon any failure by the Issuer to do so, the Purchaser or the [Paying Agent] may make, execute and record any and all such instruments, certificates and other documents for and in the name of the Issuer, all at the sole expense of the Issuer, and the Issuer hereby appoints the Purchaser and the [Paying Agent] the agent and attorney-in-fact of the Issuer to do so, this appointment being coupled with an interest and being irrevocable. Without limitation of the foregoing, the Issuer irrevocably authorizes the Purchaser at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements deemed necessary or desirable by

the Purchaser to establish or maintain the validity, perfection and priority of the security interests granted in the System Pledged Revenues and the trust estate set forth in the Senior Bond Resolution.

Section 8.03. Amendments and Waivers; Enforcement. The Purchaser and the Issuer may from time to time enter into agreements amending, modifying or supplementing this Agreement or changing the rights of the Purchaser or the Issuer hereunder, and the Purchaser may from time to time grant waivers or consents to a departure from the due performance of the obligations of the Issuer hereunder or thereunder. Any such agreement, waiver or consent must be in writing and shall be effective only to the extent specifically set forth in such writing. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

Section 8.04. No Implied Waiver; Cumulative Remedies. No course of dealing and no delay or failure of the Purchaser in exercising any right, power or privilege under this Agreement or the other Related Documents shall affect any other or future exercise thereof or the exercise of any right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Purchaser under this Agreement are cumulative and not exclusive of any rights or remedies which the Purchaser would otherwise have under any Related Document, at law or in equity.

Section 8.05. Notices. All notices, reports, deliverables (including, without limitation, the delivery of financial information pursuant to Section 6.02 hereof), requests, demands, directions and other communications (collectively "notices") under the provisions of this Agreement shall be in writing (including facsimile communication), unless otherwise expressly permitted hereunder, and shall be sent by overnight delivery and shall be deemed received as follows: (i) if by overnight delivery, on the next Business Day; (ii) if by telephone, when given to a person who confirms such receipt; and (iii) if by facsimile, when confirmation of receipt is obtained. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other parties hereto:

The Issuer:

The Purchaser:

Barclays Capital Inc.
745 Seventh Avenue, 19th Floor
New York, NY 10019
Attention: James Saakvitne
Facsimile: (917) 265-1353
Telephone: (212) 528-1053

The [Paying Agent]: *[Please provide]*

The Purchaser may rely on any notice (including telephone communication) purportedly made by or on behalf of the other parties hereto, and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

Section 8.06. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.07. No Third-Party Rights. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto and the Bondholders any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

Section 8.08. Severability. If any provision of this Agreement or the other Related Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Related Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.09. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK; PROVIDED THAT THE CAPACITY, POWER AND AUTHORITY OF THE ISSUER TO ENTER INTO AND PERFORM ITS OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE.

Section 8.10. Indemnification. In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Issuer hereby agrees (to the extent permitted by law) to indemnify and hold harmless the

Purchaser and each Bondholder and their officers, directors and agents (each, an "Indemnitee") from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys' fees) which are incurred by, or which are claimed against, an Indemnitee by any Person or entity whatsoever (collectively, the "Liabilities") (a) by reason of or in connection with (i) the execution and delivery or transfer of, or payment or failure to pay under, any Related Document; (ii) the execution and delivery of the Bonds; and (iii) the use of the proceeds of the Bonds, provided that the Issuer shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee. If any proceeding shall be brought or threatened against an Indemnitee by reason of or in connection with the events described in clause (a), (b) or (c) as a condition of indemnity hereunder each Indemnitee shall promptly notify the Issuer in writing and the Issuer shall assume the defense thereof, including the employment of counsel satisfactory to such Indemnitee and the payment of all reasonable costs of litigation. Notwithstanding the preceding sentence, each Indemnitee shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) the employment of such counsel shall have been authorized in writing by the Issuer, or (ii) the Issuer, after due notice of the action, shall not have employed counsel reasonably satisfactory to such Indemnitee to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such Indemnitee shall be borne by the Issuer. Nothing under this Section 8.10 is intended to limit the Issuer's payment of the Bonds or the Obligations hereunder. The obligations of the Issuer under this Section 8.10 shall survive the payment of the Bonds and the Obligations and the termination of this Agreement.

Section 8.11. Prior Understandings. This Agreement and the other Related Documents supersede all other prior understandings and agreements, whether written or oral, among the parties hereto relating to the transactions provided for herein and therein.

Section 8.12. Duration. All representations and warranties of the Issuer contained herein or made in connection herewith shall survive the making of and shall not be waived by the execution and delivery of this Agreement or the other Related Documents. All covenants and agreements of the Issuer contained herein shall continue in full force and effect from and after the date hereof until the Obligations have been fully discharged.

Section 8.13. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 8.14. Successors and Assigns.

(a) *Successors and Assigns Generally.* (i) This Agreement is a continuing obligation and shall be binding upon the Issuer, its permitted successors, transferees and assigns and shall inure to the benefit of the Purchaser and the Bondholders and their respective successors, transferees and assigns. The Issuer may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Purchaser. Each Bondholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or

transfer in whole or in part, its interests in this Agreement, the Bonds and the other Related Documents. The Purchaser and each Bondholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraphs (c) or (d) of this Section. The Purchaser and each Bondholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section. Barclays Capital Inc. shall be the Purchaser hereunder until such time as the Bondholders owning a majority of the aggregate principal amount of Bonds outstanding from time to time (the "*Majority Bondholders*") designate an alternate Person to serve as the Purchaser hereunder by delivery of written notice to the Issuer and the [Paying Agent] and such Person accepts and agrees to act as the Purchaser hereunder and under the Related Documents. The Majority Bondholders may so designate an alternate Person to act as the Purchaser from time to time. Upon acceptance by such successor Purchaser and notification thereof to the Issuer and the [Paying Agent], the successor to the Purchaser for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Purchaser, and Barclays Capital Inc. or any other Person being replaced as the Purchaser shall be discharged from its duties and obligations as the Purchaser hereunder.

(b) *Sales and Transfers by the Purchaser or a Purchaser Affiliate to a Purchaser Transferee.* Without limiting the foregoing, the Purchaser may at any time sell or otherwise transfer all or a portion of the Bonds to one or more Persons that are each a Purchaser Affiliate (each, a "*Purchaser Transferee*"). From and after the date of such sale or transfer, the Purchaser or its designee (and their successors) shall continue to have all of the rights of the Purchaser hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however*, that (A) no such sale or transfer referred to in this clause (b) shall in any way affect the obligations of the Purchaser hereunder, (B) the Issuer and the [Paying Agent] shall be required to deal only with the Purchaser with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in this clause (b), only the Purchaser shall be entitled to enforce the provisions of this Agreement against the Issuer.

(c) *Participations.* The Purchaser and each Bondholder shall have the right to grant participations in all or a portion of the Purchaser's interest in the Bonds, this Agreement and the other Related Documents to one or more other banking institutions; *provided, however*, that (i) no such participation by any such participant shall in any way affect the obligations of the Purchaser hereunder and (ii) the Issuer and the [Paying Agent] shall be required to deal only with the Purchaser, with respect to any matters under this Agreement, the Bonds and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the Issuer.

(d) *Sales and Transfers by a Bondholder to a Non Purchaser Transferee.* Without limiting the foregoing, a Bondholder may at any time sell or otherwise transfer to one or more transferees which are not Purchaser Transferees all or a portion of the Bonds if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non Purchaser Transferee, together with addresses and related information with respect to the Non Purchaser Transferee, shall have been given to the Issuer, the [Paying Agent] and the Purchaser (if different from the Bondholder) by such selling Bondholder and Non Purchaser Transferee. From and after the date the Issuer, the [Paying Agent] and the Purchaser have received written notice, (A) the Non Purchaser Transferee shall be a party hereto and shall have the rights of a Bondholder hereunder

and under the other Related Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non Purchaser Transferee, and any reference to the assigning Bondholder hereunder and under the other Related Documents shall thereafter refer to such transferring Bondholder and to the Non Purchaser Transferee to the extent of their respective interests, and (B) if the transferring Bondholder no longer owns any Bonds, then it shall relinquish its rights and be freed of any obligations under the Related Documents.

(e) *Certain Pledges.* The Purchaser and any Bondholder may at any time pledge or grant a security interest in all or any portion of its rights under the Bonds, this Agreement and the Related Documents to secure obligations of the Purchaser and any Bondholder, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for the Purchaser as a party hereto.

Section 8.15. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 8.16. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 8.17. No Advisory or Fiduciary Responsibility. In connection with all aspects of the transaction contemplated by this Agreement and the Related Documents (including in connection with any amendment, waiver or other modification of this Agreement or of any Related Document), the Issuer acknowledges and agrees that: (a)(i) any arranging, structuring and other services regarding this Agreement and the Related Documents provided by the Barclays Capital Inc. or any Affiliate of Barclays Capital Inc. are arm's length commercial transaction between the Issuer on the one hand, and Barclays Capital Inc. and any Affiliate of Barclays Capital Inc. on the other hand, (ii) the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate, and (iii) the Issuer is capable of evaluating, and understands and accepts, the terms, risks and conditions of the

transaction contemplated by this Agreement and the Related Documents; (b)(i) Barclays Capital Inc. and each Affiliate of Barclays Capital Inc. is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Issuer or any other Person and (ii) neither Barclays Capital Inc. nor any Affiliate of Barclays Capital Inc. has any obligation to the Issuer with respect to the transaction contemplated by this Agreement and the Related Documents, except those obligations expressly set forth herein; and (c) Barclays Capital Inc. and each Affiliate of Barclays Capital Inc. may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and neither Barclays Capital Inc. nor any Affiliate of Barclays Capital Inc. has any obligation to disclose any of such interests to the Issuer. To the fullest extent permitted by applicable Laws, the Issuer hereby waives and releases any claims that they may have against Barclays Capital Inc. and each Affiliate of Barclays Capital Inc. with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of the transaction contemplated by this Agreement and the Related Documents

Section 8.18. Contractual Interpretation. The parties acknowledge that they have read and fully understand the terms of this Agreement, have consulted with such attorneys, accountants, advisors, or other professionals as they have deemed appropriate prior to executing this Agreement with adequate opportunity and time for review thereof, and are fully aware of its contents and of its legal effect. Accordingly, neither this Agreement nor any ambiguity herein shall be construed against any party on the grounds that such party drafted this Agreement and instead, this Agreement shall be interpreted as though drafted equally by all parties.

Section 8.19. Payment Set Aside. To the extent that the Purchaser or any Bondholder receives any payment from or on behalf of the Issuer, or the Purchaser or any Bondholder exercises its right of setoff, which payment or setoff amount or any part thereof is subsequently invalidated, declared to constitute a fraudulent conveyance or preferential transfer, set aside, or required to be repaid (including pursuant to any settlement entered into by the Purchaser or any Bondholder in its discretion) to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause (collectively, "Set Aside"); then, to the extent of any such Set Aside, the obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or setoff amount had not been received by the Purchaser or such Bondholder.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

BARCLAYS CAPITAL INC.

By _____
Name: _____
Title: _____

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By _____
Name: _____
Title: _____

EXHIBIT "B"
Purchase Contract relating to the 2008B-1 Bonds
(See Attached)

\$[130,870,000]
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
VARIABLE RATE REFUNDING REVENUE BONDS, SERIES 2008B-1

PURCHASE CONTRACT

January __, 2018

Central Florida Expressway Authority

To the Addressee:

The undersigned, Barclays Capital Inc. ("*Barclays*"), hereby offers to enter into this Purchase Contract (the "*Purchase Contract*") with you, Central Florida Expressway Authority (the "*Authority*"), with respect to the Authority's \$[130,870,000] in aggregate principal amount Variable Rate Refunding Revenue Bonds, Series 2008B-1 (the "*Bonds*"). This offer is made subject to written acceptance hereof by you at or before 2:00 p.m., Eastern Daylight Time, on the date hereof, and, if not so accepted, will be subject to withdrawal by Barclays upon notice delivered to the Authority at any time prior to the acceptance hereof by the Authority.

Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Bond Resolution (as hereinafter defined).

Section 1. Purchase and Sale. (a) Upon the terms and conditions and in reliance on the findings, representations, warranties and agreements set forth herein, Barclays hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell and deliver to Barclays, all (but not less than all) of the Bonds. The Bonds shall bear interest at the [Direct Purchase Rate] as set forth in the Bond Resolution. The Bonds shall be subject to mandatory redemption on _____ of the years and in the amounts shown on Schedule "1" attached to this Purchase Contract.

(b) The purchase price for the Bonds shall be \$[130,870,000], representing the par amount of the Bonds.

(c) The proceeds of the Bonds will be used to provide funds, together with other available moneys, to repay the term loan evidenced by the Term Loan Agreement, dated as of April 22, 2015, between the Authority and Barclays Bank PLC.

(d) The Authority acknowledges and agrees that: (i) the primary role of Barclays is to purchase securities in an arm's-length commercial transaction between the Authority and Barclays, and that Barclays has financial and other interests that differ from those of the

Authority, (ii) Barclays is acting solely as a principal and is not acting as an agent, municipal advisor, financial advisor or fiduciary to the Authority, and has not assumed any advisory or fiduciary responsibility to the Authority with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Barclays has provided other services or is currently providing other services to the Authority on other matters); (iii) the only obligations Barclays has to the Authority with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract; (iv) the Authority has consulted with its own financial or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate and (v) this Purchase Contract expresses the entire relationship among the parties hereto.

Section 2. Description of the Bonds; Security for the Bonds. The Bonds shall be as described in, and shall be issued and secured under the provisions of, an Amended and Restated Master Bond Resolution Authorizing Central Florida Expressway Authority Revenue Bonds adopted on February 3, 2003 (the "*Master Bond Resolution*") and the Ninth Supplemental Bond Revenue Bond Resolution adopted on March 26, 2008 (as amended to the date hereof and as amended by the _____ Supplemental to Ninth Supplemental Revenue Bond Resolution adopted on _____, 2018, collectively, the "*Ninth Supplement*" and together with the Master Bond Resolution, the "*Bond Resolution*"). The Bonds shall be payable and shall be subject to redemption prior to maturity as provided in the Bond Resolution.

The Bonds shall be payable from and secured by a pledge of the System Pledged Revenues of the Expressway System (each as defined in the Bond Resolution) owned and operated by the Authority.

The Authority agrees, to the extent not already accomplished, to authorize or approve, and where required, execute and deliver the Bond Resolution, the Bonds and the Authority Documents (as defined below), prior to the Closing with only such changes therein from the forms thereof on the date hereof as are approved by Barclays. Barclays agrees that acceptance of the Bonds at the Closing will be deemed to be conclusive evidence of such approval.

Section 3. Closing. At 10:00 a.m., New York City time, on January __, 2018, or at such other time or such other date as shall have been mutually agreed upon by the Authority and Barclays in writing, (1) the Authority, at its expense, will cause to be delivered to The Depository Trust Company ("DTC"), or to DTC's agent, the Bonds duly executed by the Authority and authenticated by the Paying Agent, together with the other documents hereinafter mentioned; and (2) Barclays will accept such delivery and pay the purchase price of the Bonds, by delivering to the order of the Paying Agent in trust under the Bond Resolution an amount equal to the purchase price of the Bonds which amount shall be delivered in immediately available funds.

Delivery of the Bonds as aforesaid shall be made to or for the account of Barclays through DTC. Such payment and delivery is herein called the "*Closing*." The Bonds initially will be issued only as one fully registered bond without coupons and will be delivered duly executed and authenticated, with CUSIP identification numbers identified thereon. The Bonds initially will be registered only in the name of Cede & Co., as nominee of DTC, which will act as

securities depository for the Bonds. The Bonds will be available to purchasers in denominations of \$100,000 and integral multiples of \$5,000 in excess of \$100,000 only under the book-entry system described in the Bond Resolution. The Authority and Wells Fargo Bank, National Association, as Paying Agent and Tender Agent (the "*Paying Agent*") have entered into letters of representation with DTC in connection with the book-entry system (the "*DTC Agreement*").

Section 4. Representations and Warranties of the Authority. To induce Barclays to enter into this Purchase Contract, with full realization and appreciation of the fact that the investment value of the Bonds and the ability of Barclays to purchase the Bonds are dependent upon the credit standing of Authority, and in consideration of the foregoing and the execution and delivery of this Purchase Contract, the Authority represents and warrants to Barclays as follows:

(a) The Authority (i) is a body politic and corporate and an agency of the State of Florida (the "*State*"), created under the laws of the State; and (ii) has all governmental power and authority, and all governmental licenses, authorizations, consents and approvals, to conduct its own business and own its properties (real and personal).

(b) By all necessary official action of the Authority prior to or concurrently with the acceptance hereof, the Authority has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Authority of the obligations on its part contained in the Bond Resolution, the Continuing Disclosure Agreement and this Purchase Contract (collectively, the "*Authority Documents*"), and the Bonds, and (iii) the consummation by it of all other transactions described in the Authority Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Authority in order to carry out, give effect to, and consummate the transactions described herein.

(c) The Authority has not received any notice of an alleged violation of any zoning, land use or other similar law or regulation applicable to any of its properties which could have a material adverse effect on its operations or financial condition.

(d) This Purchase Contract has been duly authorized, executed and delivered, and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights.

(e) The Bond Resolution constitutes the legal, valid and binding obligation of the Authority, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights. The other Authority Documents, when duly executed and delivered, will constitute legal, valid and binding obligations of the Authority, enforceable in accordance with their respective terms,

subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights.

(f) The Bonds when issued, delivered and paid for, in accordance with the Bond Resolution and this Purchase Contract, will have been duly authorized, executed, issued and delivered by the Authority and will constitute the valid and binding obligations of the Authority, enforceable against the Authority in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Bond Resolution.

(g) The Authority is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject, and no event which would have a material and adverse effect upon the financial condition of the Authority has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Authority under any of the foregoing.

(h) The execution and delivery of the Bonds and the Authority Documents and the adoption of the Bond Resolution and compliance with the provisions on the Authority's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or to which the Authority is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Bond Resolution.

(i) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the Authority Documents, the issuance of the Bonds or the due performance by the Authority of its obligations under the Authority Documents and the Bonds, have been duly obtained.

(j) The Authority's [Resolution] approving and authorizing the execution and delivery of the Authority Documents and the Bonds (the "Resolution") was adopted at a

duly convened meeting of the Authority, with respect to which all legally required notices were duly given to all members of the Authority [Board of _____], and at which meeting a quorum was at all times present and acting throughout.

(k) Since _____, the Authority has not incurred any material liabilities other than as set forth in Exhibit C hereto.

(l) Except to the extent disclosed in Exhibit C hereto, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Authority, threatened against the Authority: (i) affecting the existence of the Authority or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, (iii) in any way contesting or affecting the validity or enforceability of the Bonds or the Authority Documents, (iv) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, (v) contesting the powers of the Authority or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Authority Documents, nor, to the best knowledge of the Authority, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Authority Documents.

(m) The Authority has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(n) The Authority is not in default with respect to any existing agreement entered into in compliance with Rule 15c2-12 and has not failed during the previous five years to comply with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

(o) The financial statements of, and other financial information regarding the Authority delivered to Barclays prior to the date hereof fairly present the financial position and results of the Authority as of the dates and for the periods therein set forth. The financial statements of the Authority have been prepared in accordance with generally accepted accounting principles consistently applied.

(p) The Authority is not and never has been in default as to the payment of principal or interest with respect to any obligations of the Authority.

(q) No event has occurred that would constitute a material default (including, but not limited to, any event that would permit acceleration), on the part of the Authority under any agreement relating to long-term debt of the Authority or that would cause the Authority to believe it will default in any material way with respect to its obligations under any such agreement.

(r) Neither the Authority, nor to the best of its knowledge, the trustee for the Bonds or the owners of the Bonds, has received any written notice from the Internal Revenue Service or the Department of the Treasury challenging or questioning in any way the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 5. Covenants of the Authority. The Authority hereby covenants to Barclays that:

(a) On or before the date of Closing, the Authority will execute and deliver the Authority Documents and, when executed and delivered by the Authority, such documents will be legal, valid and binding obligations of the Authority enforceable in accordance with their terms subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and to the availability of equitable remedies.

(b) Any certificate signed by any official of the Authority in connection with the transactions described in this Purchase Contract shall be deemed a representation and warranty by the Authority to Barclays as to the statements made therein.

(c) Prior to the Closing, the Authority will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Authority.

(d) The Authority will not take or omit to take any action which will in any way cause the proceeds from the sale of the Bonds to be applied or result in such proceeds being applied in a manner other than as provided in the Bond Resolution and the other Authority Documents.

(e) The Authority will not, prior to the Closing, offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, except in the ordinary course of business, without the prior approval of Barclays.

(f) Between the date hereof and the Closing it will not take any action which will cause the representations made herein to be untrue as of the Closing.

(g) The Authority will cooperate as necessary with Barclays at the expense of the Authority and with the assistance of counsel to the Authority, in the qualification of the Bonds for offering and sale and determination of their eligibility for investment under the laws of such jurisdiction as Barclays shall designate, *provided* that the Authority is not required to consent to any general or special service of process in any jurisdiction.

(h) The Authority will not take or omit to take any action if such action or omission would under currently existing statutes and regulations adversely affect the

exemption from gross income of the interest on the Bonds from federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code").

Section 6. Conditions of Closing. The obligations of Barclays hereunder shall be subject to the performance by the Authority of its obligations to be performed hereunder at and prior to the Closing, to the accuracy in all material respects, in the reasonable judgment of Barclays, of the representations and warranties of the Authority herein as of the date hereof and as of the time of the Closing, and to compliance with the following conditions, including the delivery by the Authority of such documents as are enumerated herein in form and substance reasonably satisfactory to Barclays and counsel to Barclays:

(a) At the Closing, the Bond Resolution and the other Authority Documents shall be in full force and effect and the forms of such instruments as of the date hereof shall not have been materially amended, modified or supplemented except as may have been agreed to in writing by Barclays. At the Closing, such documents shall provide for the proceeds of the sale of the Bonds to be deposited and used after the Closing as described in the Bond Resolution and herein, and the Authority shall have duly adopted and there shall be in full force and effect, such resolutions as shall be required in order for Bond Counsel to deliver its opinions referred to hereafter.

(b) On or prior to the Closing, the Authority shall enter into the Authority Documents.

(c) At or prior to the Closing, Barclays shall receive the following documents:

(i) the unqualified approving opinion of Bond Counsel dated the date of the Closing, addressed to the Authority and Barclays (or upon which Barclays may rely) relating to the due authorization, execution and delivery of the Bonds and the exemption from gross income of the interest on the Bonds for federal income tax purposes substantially in the form appearing in Exhibit A to this Purchase Contract;

(ii) opinions, dated the date of the Closing, of Broad & Cassel LLP, as counsel for the Authority, addressed to Barclays (or upon which Barclays may rely) substantially in the forms set forth in Exhibit B to this Purchase Contract;

(iii) a certificate of the Authority, addressed to Barclays, dated the date of the Closing, signed by an authorized signatory of the Authority in the form required by Bond Counsel and approved by counsel to Barclays, which, among other things, ratifies and reaffirms, as of the Closing that:

(A) the representations and warranties of the Authority in this Purchase Contract are true and correct as of the Closing;

(B) subsequent to _____, _____, there has been no material adverse change in the financial position or results of operations of the Authority; and

(C) no litigation is pending or, to its knowledge after reasonable investigation, threatened, (1) to restrain or enjoin the issuance or delivery of any of the Bonds or the enforcement of payment obligations under the Bond Resolution, (2) in any way contesting or affecting the validity of the Bonds or the Authority Documents, or (3) in any way contesting or affecting any authority for, or the validity of this Purchase Contract, the Bonds, the Bond Resolution, the other Authority Documents, the application of the proceeds of the Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Bond Resolution;

(iv) executed counterparts, or copies certified by an authorized signatory of the Authority of the Bond Resolution and the other Authority Documents duly executed by the parties thereto;

(v) a certified copy of the [Resolution] of the Authority authorizing the execution and delivery of the Bonds, the Bond Resolution and this Purchase Contract;

(vi) other certificates of the Authority listed on a Closing Agenda to be approved by Bond Counsel and counsel to Barclays;

(vii) a specimen Bond;

(viii) any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds;

(ix) a certificate of the Paying Agent dated the date of the Closing signed by an Authorized Representative, in the form required by Barclays and approved by counsel to Barclays;

(xx) such additional legal opinions, certificates, proceedings, instruments and other documents as counsel to Barclays or Bond Counsel may reasonably request to evidence compliance by the Authority with legal requirements, the truth and accuracy, as of the time of Closing, of its representations herein contained and the due performance or satisfaction by each thereof at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority.

The Authority shall furnish Barclays with conformed copies of such additional opinions, certificates, letters and documents as Barclays shall reasonably request.

If the Authority shall be unable to satisfy the conditions to the obligations of Barclays contained in this Purchase Contract, or if the obligations of Barclays to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither Barclays nor the Authority shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Paragraph 10 hereof, shall continue in full force and effect; however, Barclays may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Contract for the protection of Barclays and proceed with the Closing contemplated hereby.

Section 7. Cancellation of Obligation. Barclays shall have the right to cancel its obligations to purchase the Bonds if:

(a) legislation is introduced in, enacted by, reported out of committee, or recommended for passage by the House or Senate of the State of Florida, either House of the United States Congress, or recommended to the United States Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be applicable to the Bonds) shall be filed in either House of the United States Congress, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing is issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement is issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case not presently introduced, executed, reported, recommended, proposed, presented or filed with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Bonds;

(b) legislation not presently introduced is introduced in or enacted (or a resolution is passed) by the United States Congress or an order, decree, or injunction is issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice is issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, the effect of which is that (i) the Bonds, including any or all underlying arrangements, are not exempt from the registration, qualifications or other similar requirements of the Securities Act of 1933, as amended (the "*Securities Act*"), and as then in effect, or the Securities Exchange Act of 1934, as amended (the "*Securities Exchange Act*"), and as then in effect, (ii) the Bond Resolution is not exempt from the registration, qualifications or other requirements of the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*"), and as then in effect, or (iii) the issuance, offering or sale of obligations of the general character of the Bonds,

including any or all underlying arrangements, as contemplated hereby or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) a stop order, ruling, regulation, proposed regulation or official statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter is issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Bonds is in violation or would be in violation of any provisions of the Securities Act, the Securities Exchange Act, or the Trust Indenture Act;

(d) there shall have occurred (i) any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war; or (ii) any other calamity or crisis in the financial markets of the United States or elsewhere; or (iii) a downgrade of the sovereign debt rating of the United States by any major credit rating agency or payment default on United States Treasury obligations; or (iv) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against any state of the United States or any city, county or other political subdivision located in the United States having a population of over 1,000,000;

(e) there occurs a general suspension of trading, minimum or maximum prices for trading have been fixed and are in force or maximum ranges or prices for securities are required on the New York Stock Exchange or other national stock exchange, whether by virtue of a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction, or any national securities exchange has: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers such as to make it, in the reasonable judgment of Barclays, impractical or inadvisable to proceed with the purchase and closing of the Bonds as contemplated in this Purchase Contract;

(f) a general banking moratorium shall have been declared by federal or New York or State of Florida authorities or a major financial crisis or a material disruption in commercial banking or securities settlement, payment or clearances services shall have occurred such as to make it, in the reasonable judgment of Barclays, impractical or inadvisable to proceed with the purchase and closing of the Bonds as contemplated in this Purchase Contract;

(g) a downgrading or suspension of any rating (without regard to credit enhancement) by Moody's, S&P or Fitch Ratings of any debt securities issued by the Authority, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of any debt securities issued by the Authority; or

(h) there shall have occurred since _____, 2016, any material adverse change in the affairs of the Authority.

Section 8. Full Force and Effect. All representations, warranties and agreements of the Authority shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of Barclays, and shall survive the delivery of the Bonds or any termination of this Purchase Contract by Barclays pursuant to the terms hereof.

Section 9. Indemnification by the Authority. The Authority will indemnify and hold harmless Barclays, each director, trustee, member, officer, official, agent or employee of Barclays and each person, if any, who controls Barclays within the meaning of the Securities Act (the "*Indemnified Parties*"), against any losses, claims, damages or liabilities, joint or several, to which any such Indemnified Party may become subject, under federal laws or regulations or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an allegation or determination that the Bonds should have been registered under the Securities Act, or that the Bond Resolution should have been qualified under the Trust Indenture Act, and will reimburse any legal or other expenses reasonably incurred by any such Indemnified Party in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnity agreement will be in addition to any direct liability which the Authority may otherwise have.

Promptly after receipt by an Indemnified Party under this Section of notice of the commencement of any action, such Indemnified Party will, if a claim in respect thereof is to be made against the Authority under this Section, give written notice to the Authority of the commencement thereof, but the omission to so notify the Authority will not relieve the Authority from any liability which it may have to any Indemnified Party otherwise than under this Section. The Authority will assume the defense of any action against any Indemnified Party based upon allegations of any such loss, claim, damage, liability or action, including the retaining of counsel reasonably satisfactory to Barclays or such Indemnified Party and the payment of counsel fees and all other expenses relating to such defense; *provided, however*, that the Indemnified Party may retain separate counsel in any such action and may participate in the defense thereof which retention and participation shall be at the expense of such Indemnified Party, except that the Authority shall bear the reasonable fees, costs and expenses of such counsel if (A) the use of counsel chosen by the Authority to represent the Indemnified Party would present such counsel with a conflict of interest; (B) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the Authority, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it or other Indemnified Parties which are different from or additional to those available to the Authority; (C) the Authority shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (D) the Authority shall authorize the Indemnified Party to employ separate counsel at the expense of the Authority. The Authority will not, without the prior written consent of the Indemnified Parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes

an unconditional release of each Indemnified Party from all liability arising out of such claim, action, suit or proceeding. The Indemnified Parties will not, without the prior written consent of the Authority, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Authority is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Authority from all liability arising out of such claim, action, suit or proceeding and results in no monetary payment obligation to the claimant.

Section 10. Reserved.

Section 11. Recovery of Costs. In the event any action or suit is brought by Barclays, or the Authority for the enforcement of any provision of this Purchase Contract or as a result of any alleged violation of any provision of this Purchase Contract, the prevailing party in such action or suit shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the losing party, and any judgment or decree entered in such proceeding shall include an award therefor.

Section 12. Notices. Any notice or other communication to be given to the Authority or Barclays under this Purchase Contract shall be given in writing and shall be mailed, telegraphed or delivered to the following respective addresses until otherwise directed by written notice to the other parties hereto:

The Authority:

Barclays: Barclays Capital Inc.
745 7th Avenue,
New York, NY 10019
Attention:

and

The approval of Barclays when required hereunder or the determination of its satisfaction as to any document referred to herein may be given or communicated by any Director of Barclays.

Section 13. No Advisory or Fiduciary Role. The Authority acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Authority and Barclays, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, Barclays is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Authority, (iii) Barclays has not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to the sale and purchase contemplated hereby or the

discussions, undertakings and procedures leading thereto (irrespective of whether Barclays has provided other services or is currently providing other services to the Authority on other matters) and Barclays has no obligation to the Authority with respect to the sale and purchase contemplated hereby except the obligations expressly set forth in this Purchase Contract and (iv) the Authority has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

Section 14. Parties in Interest. This Purchase Contract is made solely for the benefit of the Authority and Barclays (including the successors or assigns of Barclays) and no other person shall acquire or have any right hereunder or by virtue hereof. Unless this Purchase Contract is terminated pursuant to the last paragraph of Section 6 hereof, all of the representations and agreements of the Authority contained in this Purchase Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of Barclays; (ii) delivery of and payment for the Bonds pursuant to this Purchase Contract; or (iii) any termination of this Purchase Contract.

Section 15. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the [Chairman] or other duly authorized officer of the Authority and shall be valid and enforceable at the time of such acceptance.

Section 16. Counterparts. This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

Section 17. Governing Law. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of New York.

Section 18. Entire Agreement. This Purchase Contract when accepted by the Authority in writing as heretofore specified shall constitute the entire agreement between the Authority and Barclays to the matters set forth herein.

BARCLAYS CAPITAL INC.

By: _____
Its: _____

Accepted and agreed as of January __, 2018:

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: _____
Name:
Title:

SCHEDULE "1"
TO
PURCHASE CONTRACT

Relating to
\$[130,870,000]
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Variable Rate Refunding Revenue Bonds, Series 2008B-1

The Bonds are subject to mandatory redemption on _____ 1 of the years and in the principal amounts shown below at a redemption price of par:

REDEMPTION DATE ([_____ 1] OF THE YEAR)	BOND AMOUNT TO BE REDEEMED	BOND AMOUNT TO BE REDEEMED
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EXHIBIT A

[TO COME]

EXHIBIT B

[TO COME]

Exhibit C


[TO COME]

**Consent Agenda Item
#7**



MEMORANDUM

TO: Central Florida Expressway Authority, CLIENT-MATTER NO.: 19125.0166
Board Members

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

DATE: December 21, 2017

RE: Wekiva Parkway, Project 429-206, Parcel 311/811
Amended Recommendation for Settlement (Not to Exceed Amount for Experts' Fees and Costs)

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for the 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 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. 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 was scheduled for a jury trial beginning February 20, 2018. The case management deadlines were coming to a close and the parties had produced expert reports, rebuttal reports and completed the depositions of the various witnesses and experts. 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 had 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 changed to Regional Office thereby 'lowering the value' 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. Additionally, in an effort to potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), right of way counsel tendered an Offer of Judgment in the amount of \$1,805,000, plus statutory attorney's fees and experts' costs.

During the process of taking the various depositions of the witnesses, Mr. Maguire added several fact witnesses including Amye King former Director of Growth Management for Lake County and Mark Reggentin former Development Manager for the City of Mt. Dora for the purpose who were being proffered by the property owner to support their position that the future land use designation change for the subject property was because of the Wekiva Parkway.

Additionally, the CFX was partially relying on Fla. Stat. § 73.071(5) that provides: "Any increase or decrease in the value of any property to be acquired which occurs after the scope of the project for which the property is being acquired is known in the market, and which is solely a result of the knowledge of the project location, shall not be considered in arriving at the value of the property acquired. For the purpose of this section, the scope of the project for which the property is being acquired shall be presumed to be known in the market on or after the condemnor executes a resolution which depicts the location of the project. Notwithstanding this existing statute, Mr. Maguire argues that the statute is unconstitutional as written and would have challenged its constitutionality if he had received an adverse ruling from the Court on his Motions that would have precluded him from presenting evidence of condemnation blight.

Furthermore, there was a contract recently obtained by Mr. Maguire by and between Centex Homes and Summer Lake-Grace Groves dated March 2006 for the sale of the subject property parent tract for a total of \$12,900,000 or \$52,016.13 per ac. Mr. Maguire argued that the contract was terminated by Centex after they became aware that the project was to be built over the subject property.

Near the conclusion of the depositions in this case and prior to the hearing scheduled on December 5, 2017 on the pending Motions by both sides, the parties were able to reach a settlement in the amount of \$1,995,000, plus statutory attorneys' fees and costs and expert fees and costs. The statutory attorney's fees total \$303,849.80, the attorney's costs total \$3,351.82 and the expert fees and costs total \$212,859.67, subject to reduction upon review for reasonableness and compensability under Florida law.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve the settlement in full of Parcel 311/811 in the amount of \$1,995,000, plus statutory attorneys' fees of \$303,849.80, attorneys' litigation costs of \$3,351.82, and experts' fees and costs not to exceed

\$186,638.73, which is in the CFX's best interest. The Right of Way Committee recommended the settlement at its December 13, 2017 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the settlement of Parcel 311/811 in the amount of \$1,995,000, plus statutory attorneys' fees of \$303,849.80, attorneys' costs of \$3,351.82, and experts' fees and costs not to exceed \$186,638.73 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

Reviewed by:

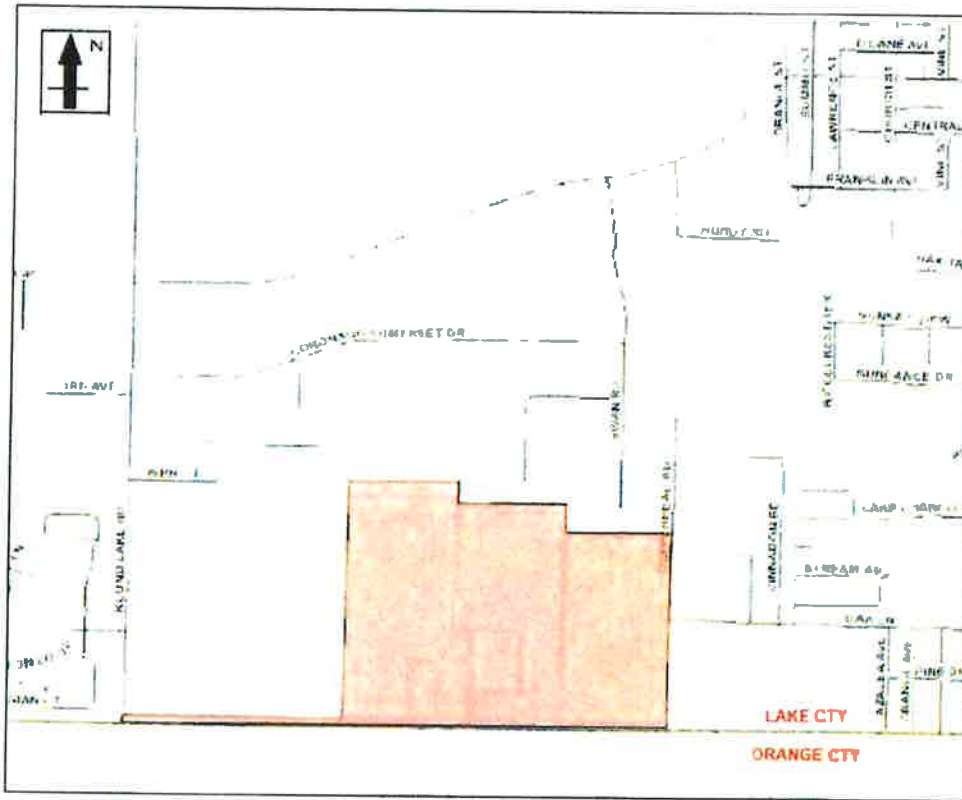
_____

ORLDOCS 15798294 3

Exhibit “A”

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

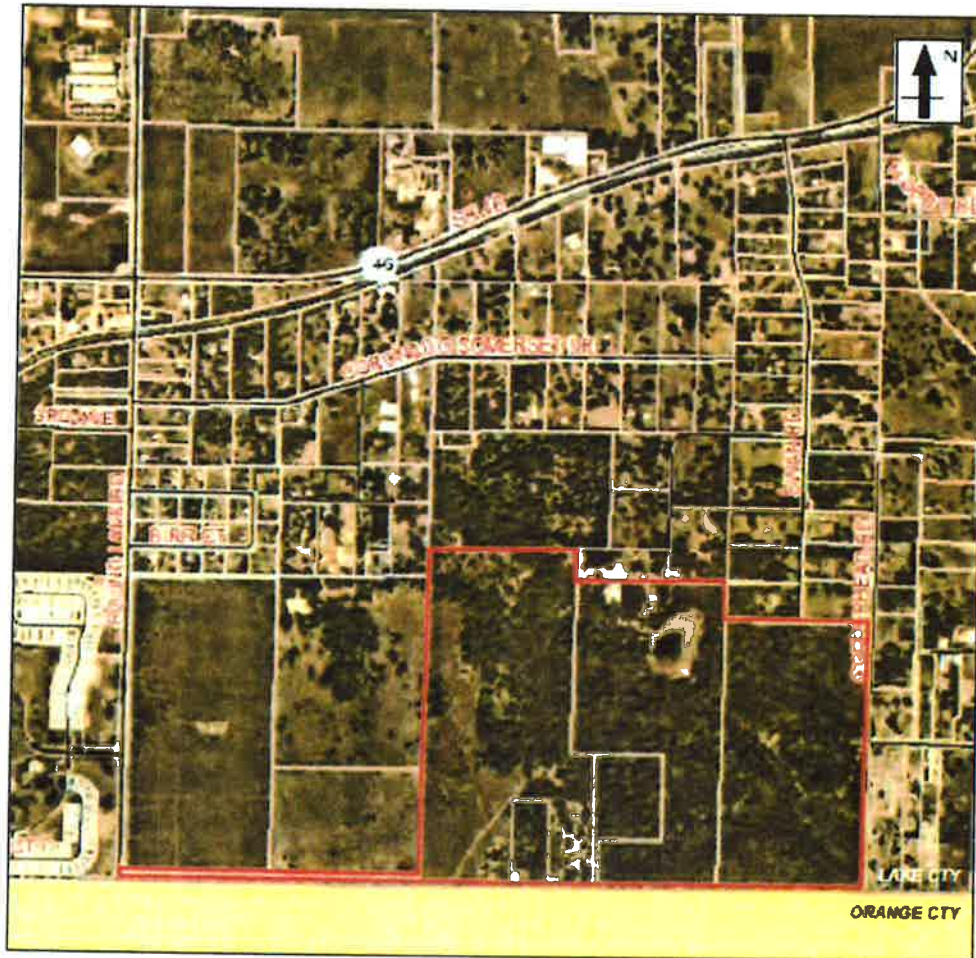
TAX MAP



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”



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-646-0405

Invoice #: 9802
Invoice Date: 5/31/2017

Bill To:

Maguire Lassman, P.A.
605 East Robinson Street
Suite 140
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
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Case: Summer Lake
Attn: Mr. Ramer Maguire, Esq.

For work performed on the above matter during May, 2017, including:

R. Scott - Document review and computer graphics for initial timeline development.	17.5	185.00	3,237.50
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Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$3,237.50
Payments/Credits	\$0.00
Balance Due	\$3,237.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9804
Invoice Date: 6/30/2017

Bill To: [REDACTED]

Maguire Lassman, P.A.
605 East Robinson Street
Suite 140
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Case: Summer Lake Attn: Raymer Maguire, III, Esq. For continuing review of client provide materials regarding the Incorporation of "Blight" materials into the Summer Lake Presentation. R. Scott - Review and computer graphics for the month of June, 2017.	10.5	185.00	1,942.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,942.50
Payments/Credits	\$0.00
Balance Due	\$1,942.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9808
Invoice Date: 7/31/2017

Bill To:

Maguire Lassman, P.A.
605 East Robinson Street
Suite 140
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Case: Summer Lake Grace Groves Attn: Mr. Raymer Maguire, III, Esq.			
For ongoing work on multimedia presentation and 3D visualization for the month of July, including:			
R. Scott - Project Management, computer graphics and 3D oversight	27.5	185.00	5,087.50
Staff - 3D visualization modeling	12	185.00	2,220.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$7,307.50
Payments/Credits	\$0.00
Balance Due	\$7,307.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9812
Invoice Date: 8/31/2017

Bill To:

Maguire Lassman, P.A.
605 East Robinson Street
Suite 140
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Case: Summer Lake Grace Groves Attn: Mr. Raymer Maguire, III, Esq.			
For continuing work on presentation materials for the month of August, 2017, including:			
R. Scott - Project Management, Computer Graphics and Case Conferences	73.5	185.00	13,597.50
3D Visualization and Modeling	16	185.00	2,960.00
46 page, 11x17 Mediation Books	8	78.50	628.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$17,185.50
Payments/Credits	\$0.00
Balance Due	\$17,185.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9816
Invoice Date: 9/28/2017

Bill To:

Maguire Lassman, P.A.
605 East Robinson Street
Suite 140
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
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Case: Summer Lake, Grace Groves
Attn: Mr. Raymer Maguire, III, Esq.

R. Scott - Continued work on presentation materials and conferences with Counsel.	6.5	185.00	1,202.50
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Please make checks payable to: Juris Corporation.
Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,202.50
Payments/Credits	\$0.00
Balance Due	\$1,202.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9820
Invoice Date: 11/21/2017

Bill To:

Maguire Lassman, P.A.
605 East Robinson Street
Suite 140
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
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Case: Summer Lake, Grace Groves
Attn: Mr. Raymer Maguire, III, Esq./ Ms. Krystal Mock

Robert Scott - Deposition preparation scheduled for November 20, 2017 that was cancelled.	9	185.00	1,665.00
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Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,665.00
Payments/Credits	\$0.00
Balance Due	\$1,665.00

Lakemont Group

7323 Gaberia Rd, Trinity, FL 34655

INVOICE

Invoice Number 2
 Period Covered --
 5/25/16 to 11/20/17

November 20, 2017

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

DATES	DESCRIPTION	PERSON	HOURS	RATE	AMOUNT
	<p>Client: Summer Lake-Grace Groves, LLP Matter: CFX v. Summer Lake-Grace Groves et. al. - Parcel 311/811 Unincorporated Lake County, Florida Case No: 2015-CA-001296</p> <p>Invoice 1</p>				
See Attached	Meetings and calls with attorneys and clients, review of case documents, determine scope of report and research.	JH	11.6	\$350.00	\$ 4,060.00
See Attached	Background research, collection of market data, research on project history, subdivision development, and macroeconomic and demographic factors. In depth research and analysis of competitive properties, and employment centers. Inspection of property and tour of Market Area.	JH	23.5	\$350.00	\$ 8,225.00
		TS	6.4	\$175.00	\$ 1,120.00
See Attached	Draft report, prepare charts, maps, graphs and summarize file and append into report. Drafting and review of affidavit.	JH	24.5	\$350.00	\$ 8,575.00
	SUB TOTAL - Invoice 1 (issued 8/30/17):				\$ 21,980.00
	Note: Hour Detail Sheet Attached				


Lakemont Group

7323 Gaberia Rd, Trinity, FL 34655

INVOICE

DATES	DESCRIPTION	PERSON	HOURS	RATE	AMOUNT
	Client: Summer Lake-Grace Groves, LLP Matter: CFX v. Summer Lake-Grace Groves et. al. – Parcel 311/811 Unincorporated Lake County, Florida Case No: 2015-CA-001296				
See Attached	Invoice 2 Review of case documents, CFX expert reports, and rebuttal reports. Issue comments on said reports. Calls with attorneys to discuss case and finalization of report.	JH	9.3	\$350.00	\$ 3,255.00
See Attached	Prepare file for transmission to CFX, review file for deposition, prep for deposition, respond to court reporter questions on depo transcript.	JH	15.1	\$350.00	\$ 5,285.00
10/27/17	Deposition by CFX attorney.	JH	6.5	\$350.00	\$ 2,275.00
	SUB TOTAL – Invoice 2:				\$ 10,815.00
Expenses	Travel related to deposition on 10/27/17.				\$ 865.23
	TOTAL DUE:				\$ 33,660.23
	Note: Hour Detail Sheet Attached				

Thank you very much for the opportunity to serve.



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

Payment Details via Check:

Lakemont Group LLC
c/o Joshua Harris
7323 Gaberia Rd.
Trinity, FL 34655

Hour Detail Sheet

Client: Summer Lakes - Grace Grove, LLP
Matter: CFX Parcel 311/811

Person	Date	Hrs	Description	Time	Rate	Amount
JH	5/25/2016	1.3	File intake and review, build case file	1.3	\$ 350.00	\$ 455.00
JH	10/6/2016	1.0	1. Call with attorney to discuss scope of report	1.0	\$ 350.00	\$ 350.00
JH	10/8/2016	1.0	1. Call with attorney to discuss blight issues related to S	1.0	\$ 350.00	\$ 350.00
JH	12/9/2016	2.7	2.7 Background research on CFX Actions related to Subj.	2.7	\$ 350.00	\$ 945.00
JH	12/11/2016	3.3	3.3 Append case file, reseach market data, blight issues	3.3	\$ 350.00	\$ 1,155.00
JH	3/3/2017	1.3	1.3 Call with attorney to discuss research findings	1.3	\$ 350.00	\$ 455.00
JH	3/12/2017	0.7	0.7 background research on FONSI	0.7	\$ 350.00	\$ 245.00
JH	3/13/2017	5.0	5. Inspect property, meet with Land Planner	5.0	\$ 350.00	\$ 1,750.00
JH	3/19/2017	2.1	2.1 review land planning report	2.1	\$ 350.00	\$ 735.00
JH	3/20/2017	0.3	0.3 discuss land planning report with counsel	0.3	\$ 350.00	\$ 105.00
JH	3/22/2017	0.8	0.8 detail land planning issues and land use call	0.8	\$ 350.00	\$ 280.00
JH	4/3/2017	1.0	1 call to discuss appraisal issues	1.0	\$ 350.00	\$ 350.00
JH	4/18/2017	0.5	0.5 Call to discuss land use issues	0.5	\$ 350.00	\$ 175.00
JH	6/21/2017	0.4	0.4. Land planning discussion	0.4	\$ 350.00	\$ 140.00
JH	6/23/2017	2.6	2.6 market research - Mt. Dora - employment	2.6	\$ 350.00	\$ 910.00
JH	6/28/2017	0.5	0.5 call to discuss scope of report	0.5	\$ 350.00	\$ 175.00
JH	6/29/2017	2.6	2.6 research Lake County data and files	2.6	\$ 350.00	\$ 910.00
JH	7/5/2017	1.5	1.5 call to discuss scope of report	1.5	\$ 350.00	\$ 525.00
TS	7/6/2017	3.6	3.6 Sullivan Ranch data collection	3.6	\$ 175.00	\$ 630.00
TS	7/7/2017	2.8	2.8 Office and Industrial market data collection	2.8	\$ 175.00	\$ 490.00
JH	7/7/2017	3.2	3.2 report writing - prep of charts - Lake County Edits	3.2	\$ 350.00	\$ 1,120.00
JH	7/8/2017	5.6	5.6 Report writing - analysis of Sullivan ranch data	5.6	\$ 350.00	\$ 1,960.00
JH	7/9/2017	6.4	6.4 Report writing - analysis of empty centers - final edits	6.4	\$ 350.00	\$ 2,240.00
JH	7/10/2017	1.0	1 call to discuss report	1.0	\$ 350.00	\$ 350.00
JH	7/12/2017	1.5	1.5 review of documents, modify and extend report	1.5	\$ 350.00	\$ 525.00
JH	7/16/2017	3.5	3.5 research Lake County resolutions, review new docs	3.5	\$ 350.00	\$ 1,225.00
JH	7/18/2017	2.3	2.3 review land planning report, edit and extend report	2.3	\$ 350.00	\$ 805.00
JH	7/23/2017	3.5	3.5 review, edit, extend, and finalize report, add graphs	3.5	\$ 350.00	\$ 1,225.00
JH	7/24/2017	1.0	1 review draft appraisal for economic issues	1.0	\$ 350.00	\$ 350.00
JH	7/26/2017	1.0	1 discuss motion on CFX appraisal, USPAP issues	1.0	\$ 350.00	\$ 350.00
JH	8/16/2017	0.5	0.5 Review affidavit for filing	0.5	\$ 350.00	\$ 175.00
JH	8/19/2017	1.5	1.5 Edit and revise affidavit	1.5	\$ 350.00	\$ 525.00
JH	9/15/2017	1.0	1 Call to discuss finalization of report	1.0	\$ 350.00	\$ 350.00
JH	9/21/2017	0.2	0.2 Call to discuss file, depo, timing items	0.2	\$ 350.00	\$ 70.00
JH	9/21/2017	2.5	2.5 Prepare file for transmission to CFX	2.5	\$ 350.00	\$ 875.00
JH	10/10/2017	1.2	1.2 Document Review - CFX Expert Reports	1.2	\$ 350.00	\$ 420.00
JH	10/15/2017	0.8	0.8 Document Review - CFX Expert Reports	0.8	\$ 350.00	\$ 280.00
JH	10/20/2017	0.5	0.5 Discussion of rebuttal reports - scope of work	0.5	\$ 350.00	\$ 175.00
JH	10/22/2017	2.2	2.2 Issue comments on CFX rebuttal reports	2.2	\$ 350.00	\$ 770.00
JH	10/23/2017	3.2	3.2 Review file and prepare for deposition	3.2	\$ 350.00	\$ 1,120.00
JH	10/25/2017	1.2	1.2 Deposition prep meeting with attorneys	1.2	\$ 350.00	\$ 420.00
JH	10/25/2017	4.2	4.2 prepare file for depo - review rebuttal reports	4.2	\$ 350.00	\$ 1,470.00
JH	10/26/2017	0.5	0.5 Call to discuss engineering report	0.5	\$ 350.00	\$ 175.00
JH	10/26/2017	0.7	0.7 Deposition prep meeting with attorneys	0.7	\$ 350.00	\$ 245.00
JH	10/26/2017	2.9	2.9 Review of docs, cases, prep for depo	2.9	\$ 350.00	\$ 1,015.00
JH	10/27/2017	6.5	6.5 Deposition by CFX Counsel	6.5	\$ 350.00	\$ 2,275.00
JH	11/1/2017	0.6	0.6 review motion to exclude Newton and comment	0.6	\$ 350.00	\$ 210.00
JH	11/11/2017	0.2	0.2 Respond to court reporter's questions re depo	0.2	\$ 350.00	\$ 70.00
JH	11/13/2017	2.5	2.5 Review Amye King Depo, and other Lk Cnty Docs	2.5	\$ 350.00	\$ 875.00
Total		96.9		96.9		\$ 32,795.00

Lakemont Group*7323 Gabeira Rd, Trinity, FL 34655***INVOICE**

Person Guide:

JH - Joshua A. Harris, Ph D., CRE, CCIM, CAIA, Managing Partner

TS - J. Turner Swann, MSRE, Senior Consultant

Expenses

Flight to ORL	\$ 109.20	United Airlines - Original Flight 9/28 rescheduled to 10/25
Flight to NYC	\$ 279.20	United Airlines
Hotel/Food	\$ 476.83	Courtyard Orlando Downtown
Total	\$ 865.23	

Expense Detail

Confirmation number:

Tampa, FL, US (TPA)
to New York/Newark, NJ, US (EWR -
Liberty)

HPWM88

Manage reservation

Purchase summary

1 Adult (18-64)	\$246.51
Taxes and fees	\$32.69
Total	\$279.20

Credit card payment: \$279.20

Trip summary

Sun, Oct 29, 2017

UA 1814

Not Stop

7:00 pm
Tampa, FL, US (TPA)



9:44 pm
New York/Newark, NJ, US
(EWR - Liberty)

Duration: 2h 44m
United Economy (V)
Snacks for Purchase

Wi-Fi

Travelers

Joshua Harris TPA to EWR 36C

Known
Traveler/Pass ID:
Frequent flyer:
Email address:
Home phone:

Confirmation number:

New York/Newark, NJ, US (EWR - Liberty)
to Orlando, FL, US (MCO)

H369B0


Manage reservation

Purchase summary

1 Adult (18-64)	\$88.37
Taxes and fees	\$20.83
Total	\$109.20
Credit card payment: \$109.20	<input type="text"/>

Trip summary

Thu, Sep 28, 2017

 UA 1149


 Nonstop

8:59 pm
New York/Newark, NJ, US
(EWR - Liberty)



11:47 pm
Orlando, FL, US (MCO)

Duration: 2h 48m
United Economy (K)
Snacks for Purchase

 Wi-Fi

Travelers

Joshua Harris EWR to MCO 27C

Known
Traveler/Pass ID:
Frequent flyer:
Email address:
Home phone:

Thanks for staying! <efolio@courtyard.com>

to JOSHUA_A_HARRIS@YAHOO.COM

Thank you for choosing the Courtyard Orlando Downtown for your recent stay.

As requested, below is a billing summary or adjustment for your stay. **If you have questions about your bill**, please contact the hotel directly at (407) 996-1000.

Make another reservation on Marriott.com >>



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Summary of Your Stay

Ho Courtyard Orlando Downtown
 tel 730 North Magnolia Avenue
 : Orlando, Florida 32803
 USA
 (407) 996-1000

Guest JOSHUA HARRIS
 : BUSINESS
 2037 SHAW LN
 ORLANDO, FL 32814-
 6539
 USA

Dates of stay: Oct 26, 2017 - Oct 28, 2017
Guest number:
Marriott Rewards

Room number: 248
Group number:

Date	Description	Reference	Charges	Credits
10/26/17	ROOM CHARGE	RP248	191.00	
10/26/17	Room Tax	RT248	23.88	
10/26/17	Daily Parking	PC248	15.00	
10/26/17	TAX	PQ248	0.98	
10/27/17	Restaurant Room Charge	FD1268	21.64	
10/27/17	ROOM CHARGE	RP248	167.00	
10/27/17	Room Tax	RT248	20.88	
10/27/17	Daily Parking	PC248	15.00	
10/27/17	TAX	PQ248	0.98	
10/28/17	Restaurant Room Charge	FD1451	20.47	
10/28/17	Payment - Visa XXXXXXXX <input type="text"/>	VI08:14AM		476.83
Total balance			0.00 USD	

November 20, 2017

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

Subject: CFX v. Summer Lake – Grace Groves
Parcel 311/811, Wekiva Parkway SR 429, Lake County
Land Planning and Development Permitting Invoice


Dear Mr. Maguire

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

DATE	SERVICES	HOURS
8-11-15	Meeting with attorney, retained in case, received initial work assignments	1.5
8-14-15	Site and neighborhood inspections	3.6
1-11-16		2.0(A)
6-29-16		2.5(A)
12-4-15	Collect and analyze background data on Lake County Comprehensive Plan, Land	4.0(A)
6-13-16	Development Code, Mount Dora Comprehensive Plan and Land Development	5.3(A)
6-14-16	Code, probability of annexation, reasonable probability of code amendments,	4.0(A)
10-8-15	Utility availability and physical Characteristics of the site, including	3.2(A)
10-8-15	County Comprehensive Plan, Future Land Use Maps and amendments	4.0(A)
10-9-15	City Comprehensive Plan, Future Land Use Maps and amendments	2.0
10-9-15	Annexation issues	2.5
10-9-15	City/County Joint Planning Area Agreements	2.0
10-22-15	Chapter 15 the Western Beltway History	1.5
10-22-15	Wekiva Basin Committee Final Report	1.8
7-1-16	Wekiva River Protection Act	2.5
7-19-16	Wekiva Parkway and Protection Act	1.5
9-27-16	Office of Governor Executive Order 02-259	0.5
	Office of Governor Executive Order 03-112	
	RERC Marketing Analysis Report	
	The Master Plan presentation document	
	Resolution 2006-21(Mount Dora)	
1-3-16	Analyze issues related to condemnation blight, project influence and scope of	4.0(A)
1-19-16	the project.	2.8(A)
2-25-16		3.0

9-21-15	Research and analyze development trends in the area, the permitting history of projects in the area including SLG, Sullivan Ranch, Park at Wolf Branch, Wolf Creek Ridge, Addison Place, Sundance Ridge	4.0
9-25-15		3.0
5-8-17		4.5
5-11-17		3.0
10-17-17		2.8
5-26-17	Prepare and analyze timelines for reports and exhibits	3.0(A)
7-21-17		2.2
11-9-17		1.5(A)
11-8-16	Highest and best use analysis in the before taking and after taking condition and prepare report	4.0
5-5-17		4.7
7-3-17		2.5
5-8-17	Damage analysis in the after taking condition	3.0
4-3-17	Review and comment on CFX appraisal and updates by Carpenter, including expert reports	3.5
7-18-17		4.0
8-1-17		3.5
8-11-17		2.7
7-17-17	Review and comment on Carpenters deposition	4.8
7-18-17		1.5(A)
11-4-17	Review and comment on CFX experts Rebuttal Reports, prepare response and collect documents that refute those reports by Carpenter, Hardgrove, Collison and Newton.	3.8
10-13-17		2.2
10-20-17		2.5
11-3-17		0.5
11-4-15		4.0
11-5-17		2.8
9-22-17	Prepare files for inspection by CFX prior to deposition.	1.0
10-11-17	Preparation for deposition	3.6
10-13-17	Continue preparation for deposition	2.5
10-16-17	Preparation for and attendance at deposition	4.5
11-7-17	Review Williams deposition	1.4
9-2-17	Prepare Williams Affidavit	2.0
9-5-17	Continue work on Affidavit	2.4
11-14-17	Revise and finalize Affidavit	1.2
7-22-17	Review and comment on owner's appraisal from a land planning and development permitting standpoint,	3.0
7-26-17		1.0

7-10-17	Review and comment on Joshua Harris report from land planning and development permitting standpoint	2.0
7-24-17		2.2
12-22-16	Review and comment on Belivue reports on history and permitting of surrounding development including SLG.	1.0
7-24-17		4.0
9-28-17		1.5
8-26-15	Preparation for and attendance at Team Meetings of experts to report findings, exchange information and coordinate work assignments	1.0
4-21-16		1.0
6-13-16		1.0
10-11-16		1.0
3-3-17		1.0
1-26-17		1.3
8-30-17		1.0
9-15-17		1.2
11-13-17		1.0
10-31-17	Identify issues for CFX planner and appraisers depositions	2.0
11-3-17		2.2
11-5-17		2.4
6-12-17	Clarify utility extension issues and Mount Dora reimbursement Provisions.	2.5
11-6-17	Interview the Honorable Lee Constantine	1.0
11-9-17	Review and comment on Offer of Judgement	1.5
11-10-17	Review client documents on Centex contract for the property and The dates for entering and cancelling contract	2.2
11-13-17	Review and comment on Amye King Affidavit	1.0
Subtotal:	185.8 Hours at \$250.00 per Hour	
Total Due:	\$46,450.00	

Approved By: 
Edward J. Williams, President
Williams Development Services Inc.



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
2/28/2017	23810

Raymer McGuire
Maguire Lassman
605 E. Robinson Street, Suite 140
Orlando, FL 32801

Terms	Project Number
2/1/17-2/28/17 Upon approval	66173 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE Update plat exhibit	0.5	80.00	40.00
Total			\$40.00



Invoice

Date	Invoice #
3/31/2017	23830

Raymer McGuire
 McGuire Lassman
 605 E. Robinson Street, Suite 140
 Orlando, FL 32801

Terms	Project Number
3/1/17-3/31/17 Upon approval	661/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE GROVES			
Client/Project Coordination Conference call w/th project team	1.5	250.00	375.00
Prepare/Review/Edit Reports Report edits	1.5	250.00	375.00
Data Analysis/Research Road issue for Roper	1.5	250.00	375.00
Research non-residential subdivisions and subdivisions	13.25	85.00	1,128.25
Research Birr Ct./TIA Research/Edit maps	3.25	85.00	276.25
NON-LABOR Lake County application fee - \$150 Color copies - \$7.38		157.38	157.38
		Total	\$2,684.88



Invoice

Date	Invoice #
4/30/2017	23860

Raymer McGulre
Maguire Lassman
605 E. Robinson Street, Suite 140
Orlando, FL 32801

Terms	Project Number
4/1/17-4/30/17 Upon approval	661/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE			
Client/Project Coordination Conference call	1	250.00	250.00
Client/Project Coordination Coordination with Joe on parkway video	0.5	80.00	40.00
Prepare/Review/Edit Reports Edit report re: changes to support residential	5	80.00	400.00
Prepare/Review/Edit Reports Revise report and finalize	1.5	80.00	120.00
Research zoning along SR 46	9	80.00	720.00
Create screen captures and extract video clip of drone footage over site	1.25	80.00	100.00
Create maps	1.5	80.00	120.00
Color copies, copies, bond - \$14.62		14.62	14.62
		Total	\$1,764.62



Invoice

Date	Invoice #
5/31/2017	23887

Raymer McGuire
Maguire Lassman
605 E. Robinson Street, Suite 140
Orlando, FL 32801

Terms	Project Number
5/1/17-5/31/17	68173 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE GROVES			
Client/Project Coordination Conference calls with Raymer	4.5	250.00	1,125.00
Create non-residential zoning map, create historical aeriels of Sullivan Ranch	6	85.00	510.00
Review historical zoning data for non-residential development and create spreadsheet	12	85.00	1,020.00
Total			\$2,655.00



Invoice

Date	Invoice #
6/30/2017	23920

Raymer McGuire
Maguire Lassman
605.E. Robinson Street, Suite 140
Orlando, FL 32801

	Terms	Project Number
6/1/17-6/30/17	Upon approval	661/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE			
Data Analysis/Research Research previous land use maps, assist with scheduling, coord with Greg and Julie, download Carpenter data and review	2.5	85.00	212.50
Client/Project Coordination Conference call with Raymer and team	2.5	250.00	625.00
Data Analysis/Research Research data for Greg on recommendations and mapping	1.75	85.00	148.75
Prepare/Review/Edit Reports Assist with report edits and research	3	85.00	255.00
Research and edits to report	13	85.00	1,105.00
Create historical aerials of the site and adjacent areas and create map of potential employment sector annexation	3.5	80.00	280.00
Prepare step by step timeline of PUD	12	85.00	1,020.00
Reimbursable Expenses Copies, color copies - \$10.15		10.15	10.15
Total			\$3,656.40



Invoice

Date	Invoice #
7/31/2017	23949

Raymer McGuire
Maguire Lassman
605 E. Robinson Street, Suite 140
Orlando, FL 32801

	Terms	Project Number
7/1/17-7/31/17	Upon approval	861/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE GROVES			
Prepare/Review/Edit Reports Assist with report edits	1	85.00	85.00
Client/Project Coordination Conference call	2.5	250.00	625.00
Data Analysis/Research Conference call and review Lakemont Group report	2	85.00	170.00
Client/Project Coordination Conference Call, Besh	1.5	250.00	375.00
Data Analysis/Research Research history of acreage of take and parent parcel, research DRMP plans and CFX plans, e-mail Raymer	3	85.00	255.00
Prepare/Review/Edit Reports Make edits to report, upload exhibits, coordination with Raymers office	2	85.00	170.00
Prepare/Review/Edit Reports Edit report to address pre-condemnation conditions, data request to County	4	85.00	340.00
Client/Project Coordination Conference Calls, Besh	4	250.00	1,000.00
Client/Project Coordination Meeting with GIS on map needs	0.5	85.00	42.50
Client/Project Coordination Coordination with Lake County on data request	0.25	85.00	21.25
		Total	



Invoice

Date	Invoice #
7/31/2017	23949

Raymer McGuire
 McGuire Lassman
 605 E. Robinson Street, Suite 140
 Orlando, FL 32801

Terms	Project Number
7/1/17-7/31/17 Upon approval	661/73 - SUMMER...

Description	Qty	Rate	Amount
Client/Project Coordination Pick up Comp Plan from lake county	0.75	50.00	37.50
Client/Project Coordination Phone conferences with Raymer and team	2	250.00	500.00
Data Analysis/Research Review 1991 comp plan original flu map, review dates of amendments, research amendments	1	85.00	85.00
Client/Project Coordination Edit report	0.75	50.00	37.50
Update all maps with correct site boundary	8.75	85.00	743.75
Timeline preparation	8	85.00	680.00
NON-LABOR 1991 Comprehensive Plan and Future Land Use Map - \$43.34 Copies and color copies - \$8.86		52.50	52.50
Total			\$5,220.00



LPG Urban &
Regional Planners, Inc.
1142 Corp Center, Miami, Florida 33137
Phone: (305) 355-1411 / Fax: (305) 355-4211

Invoice

Date	Invoice #
8/31/2017	23981

Raymer McGuire
Maguire Lassman
605 E. Robinson Street, Suite 140
Orlando, FL 32801

Terms	Project Number
8/1/17-8/31/17 Upon approval	661/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE GROVES			
Prepare/Review/Edit Reports Work on report	2	85.00	170.00
Client/Project Coordination Review tax parcel #'s and provide data to Matt	0.5	85.00	42.50
Prepare/Review/Edit Reports Coordination with Matthew on report edits	1	85.00	85.00
Client/Project Coordination Respond to Matt's request for mapping	0.5	85.00	42.50
Client/Project Coordination Conference calls with team	2.5	250.00	625.00
Prepare/Review/Edit Reports Coordination with Matthew on report	1	250.00	250.00
Client/Project Coordination Edit affidavit, notarize, prepare transmittal letter, prepare fed-x package	1.25	85.00	106.25
Client/Project Coordination Coordination with Krystal on invoices	0.5	85.00	42.50
NON-LABOR Copies, color copies, scans - \$17.04		17.04	17.04
		Total	\$1,380.79



**LPG Urban &
Regional Planners, Inc.**

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
9/30/2015	23293

Raymer McGuire
Fixel and Maguire, P.A.
1010 Executive Center Dr
Suite 121
Orlando, FL 32803

	Terms	Project Number
9/1/15-9/30/15	Net 30	66173 - SUMMER...

Description	Qty	Rate	Amount
SUMMER LAKE GRACE GROVES - WEKIVA PARKWAY TAKING Meetings Attend Parkway meeting	3	250.00	750.00
Total			\$750.00



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Offices (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
4/30/2016	23498

Raymer McGuire
Maguire Lassman
605 E. Robinson Street, Suite 140
Orlando, FL 32801

Terms	Project Number
4/1/16-4/30/16 Net 30	66173 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE GROVES			
Client/Project Coordination Conf call with project team	1	250.00	250.00
Data Analysis/Research land use report	1	250.00	250.00
Work on land use report	9.25	80.00	740.00
Total			\$1,240.00



LPG Urban & Regional Planners, Inc.

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
5/31/2016	23531

Raymer Mcguire
Magulre Lassman
605 E. Robinson Street, Suite 140
Orlando, FL 32801

Terms	Project Number
5/1/16-5/31/16 Net 30	681/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE GROVES			
Client/Project Coordination Conference calls w/lt client	2	250.00	500.00
Prepare/Review/Edit Reports Review land use report	1	80.00	80.00
Client/Project Coordination Upload exhibits to ftp site and e-mail Raymer	0.25	80.00	20.00
Prepare/Review/Edit Reports Work on land use report	40.25	80.00	3,220.00
Prepare mapping for report (location, aerial, soils, topo, existing zoning, existing land use, label take areas)	9	80.00	720.00
Total			\$4,540.00



**LPG Urban &
Regional Planners, Inc.**

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
6/30/2016	23560

Raymer Mcguire
Maguire Lassman
605 E. Robinson Street, Suite 140
Orlando, FL 32801

	Terms	Project Number
6/1/16-6/30/16	Upon approval	661/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE GROVES			
Prepare/Review/Edit Reports Edit report and coordination with GIS	0.75	80.00	60.00
Data Analysis/Research Locate and Review appraisal report	0.5	80.00	40.00
Data Analysis/Research Provide data to Greg on water and sewer	0.5	80.00	40.00
		Total	\$140.00



**LPG Urban &
Regional Planners, Inc.**

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
7/31/2016	23587

Raymer McGuire
Maguire Lassman
605 E. Robinson Street, Suite 140
Orlando, FL 32801

7/1/16-7/31/16	Terms	Project Number
	Upon approval	661/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE GROVES			
Client/Project Coordination Coordination with attorney	1	250.00	250.00
Prepare/Review/Edit /Reports cord with Julie on report and exhibits, conf call with Raymer, et al	1.5	80.00	120.00
Client/Project Coordination Conf call with team on report	1.5	250.00	375.00
Prepare edits to report and exhibits	7.25	80.00	580.00
Total			\$1,325.00



LPG Urban & Regional Planners, Inc.

1162 Camp Avenue, Mount Dora, Florida 32757
 Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
8/31/2016	23615

Raymer McGuire
 Maguire Lassman
 605 E. Robinson Street, Suite 140
 Orlando, FL 32801

Terms	Project Number
8/1/16-8/31/16 Upon approval	661/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE GROVES			
Client/Project Coordination Conference call with Raymer and team	1	250.00	250.00
Coordination with GIS on mapping	0.25	80.00	20.00
		Total	\$270.00



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
9/30/2016	23640

Raymer McGuire
Maguire Lassman
605 E. Robinson Street, Suite 140
Orlando, FL 32801

	Terms	Project Number
9/1/16-9/30/16	Upon approval	661/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER, LAKE, GRACE GROVES			
Research surrounding subdivisions and edit report	25.75	80.00	2,060.00
Prepare map exhibit of subdivisions	7.5	80.00	600.00
NON-LABOR		12.25	12.25
Copies, color copies - \$12.25			
Total			\$2,672.25



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
11/30/2016	23711

Raymer McGuire
Maguire Lassman
605 E. Robinson Street, Suite 140
Orlando, FL 32801

Terms	Project Number
11/1/16-11/30/16 Upon approval	681/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE GROVES - FDOT TAKING			
Prepare/Review/Edit Reports Coordination with Jeff on finalizing report	0.5	80.00	40.00
Client/Project Coordination Coord with City of Mt. Dora on expressway resolution	0.5	80.00	40.00
Work on final report	1	85.00	85.00
Total			\$165.00



LPG Urban & Regional Planners, Inc.

1162 Camp Avenue, Mount Dora, Florida 32757
 Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
12/31/2016	23751

Raymer McGuire
 Maguire Lassman
 605 E. Robinson Street, Suite 140
 Orlando, FL 32801

Terms	Project Number
12/1/16-12/31/16	661/73 - SUMMER...

Description	Qty	Rate	Amount
REQUESTED SERVICES - SUMMER LAKE GRACE GROVES			
Client/Project Coordination Upload final report to ftp site, e-mail client	0.25	80.00	20.00
Prepare final report	10	80.00	800.00
Total			\$820.00

please make checks payable to:

m e i civil

964 Lake Baldwin Lane., Suite 200
Orlando, FL 32814
407-893-6894
fax 407-893-6851

bill to:

Raymer F. Maguire, III, Esquire
Maguire Lassman, P.A.
605 E. Robinson Street, Suite 140
Orlando, Florida 32801

Invoice Date: 11/21/2017
Invoice Number: 191042H-1
Invoice Amount Due: **\$14,490.00**

**JOB: SR 426, P311 / 811 Summer Lake
Engineering Analysis**

Description	Hours	Rate	Fee	Total
Principal (DLM)	31.0	\$285.00	\$8,835.00	\$8,835.00
Senior Designer (JRR)	10.0	\$285.00	\$2,850.00	\$2,850.00
Project Coordinator (AH)	23.5	\$90.00	\$2,115.00	\$2,115.00
Subtotal				\$13,800.00
Expense (5%)				\$690.00
Total Fee Due				\$14,490.00

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

Work Descriptions for Daniel L. Morris, P.E.

191042h

Job Name *SR426, P311/811, Summer Lake*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
8/8/2017	4.5		preliminary review of 3D visual, review roadway construction plans to compare with 3D visual, provide preliminary comments
8/14/2017	1.0		prepare for and meet with bob Scott
8/17/2017	3.5		review latest 3D visual, return comments along with FDOT standard details for guardrail and barrier walls.
10/16/2017	2.0		prepare for and attend deposition
10/23/2017	5.5		prepare for and attend conf call with experts and attorney, review CFX rebuttal rpt
10/31/2017	4.5		prepare for and attend conf call with experts and attorney, coordinate research for appraiser
11/6/2017	3.5		coordinate / review zoning research
11/9/2017	2.5		coordinate utility research
11/14/2017	2.5		coordinate utility research, prepare and attend conf call with experts and attorney
11/15/2017	1.5		review locations of Lake County subdivisions from planning report
<i>Total Hours:</i>	<i>31.0</i>		

Work Descriptions for John R. Russell

191042H

Job Name *SR 429 Summer Lake*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
10/26/2017	1.0		Prepare For and Attnd Conference Call w/ Experts & Attorney
10/31/2017	1.0		Review Newton Report & Phone Call w/ Engineer
10/31/2017	1.0		Prepare For and Attnd Conference Call w/ Experts & Attorney
11/1/2017	2.5		Download; Print & Review CFX Roadway Construction Plans & Appraisal
11/14/2017	1.5		Prepare For and Attnd Conference Call w/ Experts & Attorney
11/15/2017	2.0		DownLoad Digital Aerial & GIS Parcel Data & Convert to AutCad
11/16/2017	1.0		Review Exhibits from Planning Report
Total Hours:	10.0		

Work Descriptions for Anna Higgins

191042H

Job Name SR426, P311/811 Summer Lake-Grace Groves

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
10/31/2017	2.5	Research on zoning and future land use in Lake County and Orange County to assist appraiser using online GIS and General Plan
11/2/2017	2.5	Research on zoning and future land use in Lake County and Orange County to assist appraiser using online GIS and General Plan
11/6/2017	6.0	Research on zoning and future land use in Lake County to assist appraiser. Visited zoning office to obtain zoning maps.
11/7/2017	5.0	Research on zoning in Lake County, Eustis, Leesburg, Mt Dora, Clermont, and Groveland to assist appraiser using zoning maps and Lake County General Plan
11/9/2017	3.5	Research on utilities in Lake County, Eustis, and Leesburg to assist appraiser. Obtained maps and utility information from city and county Public Works departments.
11/14/2017	3.0	Research on utilities in Clermont, Groveland and Mt Dora to assist appraiser. Obtained maps and utility information from city and county Public Works departments.
11/15/2017	0.5	Research on utilities to assist appraiser. Followup calls with Clermont and Groveland to request information.
11/21/2017	0.5	Research on utilities to assist appraiser. Followup calls with Leesburg and Eustis to request information.
Total Hours:	23.5	

Invoice

Booth, Ern, Straughan & Hiott, Inc.
902 North Sinclair Avenue
Tavares, FL 32778

Avery-Smith, Ellen
 Summer Lake-Grace Groves, LLP
 100 Whetstone Place, Suite 200
 St. Augustine, FL 32086

August 17, 2017
 Project No: 131059.0000
 Invoice No: 71795

Project: 131059.0000 Wekiva Borrow Pit, 5 Alternate Keys

Received executed Proposal on 8/16/13
 Summer Lake-Groves, LLP, Tom West, Inc., and Mount Dora Hills, LLC
 cc: Daryl Carter, Maury L. Carter & Associates, 3333 S. Orange Avenue, Suite 200, Orlando, FL 32806
 cc: Raymer Maguire, Fixel, Maguire & Willis, 605 East Robinson Street, Suite 140, Orlando, FL 32801

Professional services rendered through August 08, 2017

Task: 001 Survey

Phase	Fee	Percent Complete	Earned
Boundary Survey, 5 Alternate Keys	\$5,800.00	100.00 %	\$5,800.00
Tree Count on the 5 Alternate Keys	\$3,800.00	100.00 %	\$3,800.00
Stake 8 Location for Soil Test Borings	\$1,200.00	100.00 %	\$1,200.00
	\$10,800.00	Total Earned	\$10,800.00
		Previous Fee Billing	\$10,800.00
		Current Fee Billing	\$0.00

Task: 002 Preparing Mining Site Plan

Phase	Fee	Percent Complete	Earned
Preparing Mining Site Plan	\$8,480.00	100.00 %	\$8,480.00
	\$8,480.00	Total Earned	\$8,480.00
		Previous Fee Billing	\$8,480.00
		Current Fee Billing	\$0.00

Task: 003 Permitting

Phase	Fee	Percent Complete	Earned
Lake County Mine Permit	\$3,500.00	100.00 %	\$3,500.00
SJRWMD	\$6,550.00	100.00 %	\$6,550.00
Notice of Reclamation to Bureau of Mining	\$1,200.00	100.00 %	\$1,200.00
Lake County Driveway	\$1,500.00	100.00 %	\$1,500.00
	\$12,750.00	Total Earned	\$12,750.00
		Previous Fee Billing	\$12,750.00

Current Fee Billing \$0.00

Task: 004 Project Administration

Phase	Fee	Percent Complete	Earned
Project Administration	\$1,500.00	100.00 %	\$1,500.00
	\$1,500.00	Total Earned	\$1,500.00
		Previous Fee Billing	\$1,500.00
		Current Fee Billing	\$0.00

Task: 005 Geotechnical Investigation

Phase	Fee	Percent Complete	Earned
Geotechnical & Hydrogeological Investigation (REMAINING WORK NOT REQUIRED)	\$17,050.00	58.48 %	\$9,970.84
Geotechnical Investigation for Soil Classification (REMAINING WORK NOT REQUIRED)	\$4,400.00	78.20 %	\$3,440.80
Analyze (VOID)	\$3,300.00	0.00 %	\$0.00
	\$24,750.00	Total Earned	\$13,411.64
		Previous Fee Billing	\$13,411.64
		Current Fee Billing	\$0.00

Task: 006 Additional Boundary Survey (Recd. executed C.O. on 9/25/14)

Phase	Fee	Percent Complete	Earned
Additional Boundary Survey	\$3,040.00	100.00 %	\$3,040.00
	\$3,040.00	Total Earned	\$3,040.00
		Previous Fee Billing	\$3,040.00
		Current Fee Billing	\$0.00

Task: 007 PUD Master Drainage Plan (Recd. executed C.O. on 9/25/14)

Phase	Fee	Percent Complete	Earned
PUD Master Drainage Plan	\$3,480.00	100.00 %	\$3,480.00
	\$3,480.00	Total Earned	\$3,480.00
		Previous Fee Billing	\$3,480.00
		Current Fee Billing	\$0.00

Task: 008 Field Survey & 4 Sketch & Legals for Land Swap (Adtl. Svcs.) (recd. C.O. 1/23/15)
 Sub Task: 8 Field Survey & 4 Sketch & Legals for Land Swap (Adtl. Svcs.) (recd. C.O. 1/23/15)

Billing Limits	Current	Prior	To-Date
Labor	\$0.00	\$3,000.00	\$3,000.00
Limit			\$3,000.00
Remaining			

Task: 009 Additional Services (exhibit for attorney & revise 2 sketch & legals)
 Sub Task: 9 Additional Services (exhibit for attorney & revise 2 sketch & legals)

Task: 010 Field Survey & 6 Sketch & Legals for Roadway Easements (C.O. request)

Phase	Fee	Percent Complete	Earned
Field Survey & 6 Sketch & Legals for Roadway Easements (C.O. request)	\$3,000.00	100.00 %	\$3,000.00
	\$3,000.00 Total Earned		\$3,000.00
	Previous Fee Billing		\$3,000.00
	Current Fee Billing		\$0.00

Task: 011 Miscellaneous Additional Services (hourly)

Sub Task: 11 Miscellaneous Additional Services (hourly)	Hours	Rate	Amount
Professional Personnel			
Principal Engineer			
Miscellaneous			
7/19/2017 meeting with greg belevau and harvey site inspection wekiva parkway re drainage and potential taking	2:00	145.00	\$290.00
7/20/2017 review wekiva parkway plans for drainage collection and conveyance to see if any roadway drainage is flowing outside the row taking and for possible damming of water creating negative impact on lands west side of expressway	2:00	145.00	\$290.00
8/7/2017 review drainage plans and calculations of expressway for adverse impacts to property.	2.00	145.00	\$290.00
8/8/2017 review drainage plans and calculations of expressway for adverse impacts to property.	2:00	145.00	\$290.00
Professional Engineer			
Storm Design / Permit			
7/19/2017 review plans and assess drainage patterns. Write expository email detailing findings	3:00	130.00	\$390.00
7/20/2017 review plans and assess drainage patterns. Write expository email detailing findings	2:00	130.00	\$260.00
7/26/2017 Review plans for 3d model	2:00	130.00	\$260.00

	Hours	Rate	Amount
8/1/2017	3.00	130.00	\$390.00
review: storm calcs/permit application/plans/ floodplains			
8/2/2017	5.50	130.00	\$715.00
Complete review of storm calcs			
8/3/2017	2.00	130.00	\$260.00
expository letter for calc review			
8/4/2017	1.00	130.00	\$130.00
expository letter for calc review			
8/8/2017	1.00	130.00	\$130.00
letter revisions			
Totals	27.50		\$3,695.00
Total Labor			\$3,695.00
Total this task			\$3,695.00

Task: 999 Reimbursables			
Sub Task: 999 Reimbursables			
Total this invoice			\$3,695.00

Outstanding Invoices

Number	Date	Balance
Total		



FLORIDA REAL ESTATE ANALYSTS, INC.
Appraisal & Consultation

November 21, 2017

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

RE: Project : Wekiva Parkway
County : Lake
Parcel : 311/811
Owner : Summer Lake Grace Groves

INVOICE

Inspection of subject property and surrounding neighborhood. Research for and analysis of data. Highest and best use study and analysis. Research and analysis concerning condemnation blight and project influence. Research for sales data reflecting both the before and after conditions of the subject. Study and analysis of damages due to the acquisition. Consultation with other experts and owner's attorney regarding the ROW acquisition. Preparation of appraisal reports, preparation for deposition, preparation for hearing concerning condemnation blight and valuation issues. Provide testimony at deposition. Preparation for trial.

Pendergast:	263.50 Hrs @ \$200.00/Hr . =	<u>\$52,700</u>
Total Invoice Amount		\$52,700

Thank you,

Gary M. Pendergast, MAI, President

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 311/811
Project: Wekiva Parkway
Owner: Summer Lake Grace Groves

<u>Date</u>	<u>Procedure</u>	<u>Time</u>
11/01/10	Consultation with owner's attorney. Analysis of data provided by owner's attorney.	.25
11/02/10	Review data provided by owner's attorney. Research and analysis of LCPA GIS maps, assessment data, and OOCEA PDE study maps and alignment data. Analysis of aerials. Research for subject property and neighborhood data.	.50
11/09/10	Analysis of data provided by owner's attorney. Consultation with owner's attorney.	.25
11/19/10	Analysis of subject property data.	.25
12/03/10	Research and consultation regarding history of the subject and the area. Consultation with planning expert, property owner, and owner's attorney.	.75
01/05/11	Consultation with owner's attorney regarding taking.	.25
03/03/11	Research and analysis of subject property data. Consultation with land planner, property owner, and owner's attorney. Analysis of taking data, aerials, and topography data.	.75
03/08/11	Review and analysis of boundary survey data, legal descriptions, and Comprehensive land use plan amendment data.	1.25
03/09/11	Review and analysis of traffic study prepared for the subject.	1.00
03/10/11	Review and analysis of Centex contract and associated documents. Analysis of boundary survey, flood zone data, and data from Colliers Arnold	.75
04/25/11	Analysis of project and taking data update.	.25
09/01/11	Consultation and analysis with other experts. Consultation with owner.	.75
01/11/12	Review data provided by owner's attorney	.25
03/02/12	Consultation with property owners and attorney regarding project and taking. Review subject property data provided by owners.	.50
04/24/12	Research and analysis of subject property data.	.25
10/09/12	Review Wekiva Parkway project update data concerning the subject.	.25

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 311/811
Project: Wekiva Parkway
Owner: Summer Lake Grace Groves

01/17/13	Research and analysis concerning neighborhood data for the subject property.	.50
04/30/13	Research for and analysis of neighborhood and area data concerning the subject Property.	1.50
06/24/13	Review and analysis of subject property data provided by owner's attorney. Review and analysis of data provided by land planning expert Beliveau.	.75
01/13/14	Analysis of aerials, maps and documents concerning the subject property.	1.00
01/14/14	Research and analysis of PUD data provided by land planner. Review of WSA Data, Wekiva Study Area policies, Mt Plymouth Sorrento Neighborhood data, Regional Office FLU data, mining data, Lake County PUD pre-submittal information and data. Analysis of Concept plans provided by land planner Beliveau.	2.25
10/21/14	Review of utility extension costs provided by Greg Beliveau. Review of concept plan provided by Greg Beliveau. Review of sand mine documents. Consultation with land planner, owner's attorney and condemning authority appraiser concerning the subject property.	1.25
04/09/15	Review of Protected Areas map as published by Lake County for the Wekiva River Protection Area for highest and best use and condemnation blight study purposes. Review of aerials and assessor data.	2.25
04/15/15	Review of Wekiva Parkway maps, Florida Trend maps, and PDE maps for neighborhood analysis and condemnation blight study study.	1.75
06/16/15	Consultation with land planner regarding project and taking data.	.75
06/19/15	Research, analysis and consultation with land planning experts concerning highest and best use, and condemnation blight issues.	1.50
06/25/15	Consultation with land planner regarding highest and best use issues. Research and analysis concerning condemnation blight issues.	.75
08/04/15	Review condemnor appraisal provided by owner's attorney. Consultation with with owner's attorney concerning appraisal data.	1.50
08/06/15	Review concept plan provided by land planner. Analysis of LSCC property to be donated. Consultation with land planner.	.50
08/10/15	Research and analysis concerning project history and condemnation blight issues.	3.75

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 311/811
Project: Wekiva Parkway
Owner: Summer Lake Grace Groves

08/11/15	Analysis of Wekiva Parkway and land planning data for condemnation blight Study.	2.75
08/18/15	Consultation with owner's attorney regarding the subject property.	.25
08/20/15	Research, analysis and consultation with land planning experts and owner's Attorney regarding condemnation blight and highest and best use issues. Research and analysis of data.	2.25
08/26/15	Consultation with land planner regarding the Wekiva Parkway Project and planning documents.	.50
08/27/15	Analysis of data provided by land planning experts. Research and analysis concerning the subject property development plans, timelines, comprehensive plan Changes, history of the Wekiva Parkway, Wekiva Study Area, and other documents.	3.25
09/01/15	Research and analysis concerning Wekiva Parkway documents for project influence, condemnation blight, and neighborhood analysis.	1.25
09/03/15	Consultation with land planners regarding the subject property before the project.	.50
09/08/15	Study and analysis of the subject property and market area before the taking. Consultation with land planning experts.	.50
09/10/15	Study and analysis of the subject property and market area before the taking. Consultation with land planning experts. Review of zoning and land use data.	.50
09/17/15	Consultation with land planning experts concerning Wekiva Study Area, Wekiva Protection Area, history of the parkway, zoning and land use changes since 2004.	.75
10/12/15	Consultation with land planning experts concerning highest and best use data. Research for data for highest and best use analysis.	3.50
10/27/15	Highest and best use study and analysis with land planners. Study and analysis concerning condemnation blight issues and the history of the subject property.	1.50
11/04/15	Research and analysis of highest and best use factors. Consultation with land planning experts.	1.25
12/07/15	Review and analysis of updated condemnor appraisal analysis.	.75
01/15/16	Study and analysis of the history of the Wekiva Parkway for project influence and condemnation blight analysis.	2.75

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 311/811
Project: Wekiva Parkway
Owner: Summer Lake Grace Groves

02/04/16	Review and analysis of condemnor appraisal/updates data and methodology.	2.25
02/10/16	Consultation with planner and analysis regarding prior planning done on the subject property. Research and discuss highest and best use issues with planner.	1.00
03/15/16	Consultation with owner's attorney regarding taking status.	.25
03/29/16	Consultation and analysis with land planning expert concerning before and after the taking scenarios of the subject.	.75
04/05/16	Research and analysis with land planning experts concerning parent tract, and highest and best use.	1.00
04/18/16	Consultation regarding project influence and condemnation blight. Analysis of mining agreement on property.	1.25.
05/10/16	Review and analysis of adopted PUD for highest and best use study/condemnation blight analysis and project influence study.	.75
05/17/16	Review and analysis of development potential analysis provided by planning expert for the subject property. Review data, maps, plans, and GIS data.	2.25
05/18/16	Review and analysis of Metroplan Orlando Transportation data regarding the history of the project, Lake County 1991 Employment Center data, Sullivan Ranch PUD, Lake County-Mt Dora JPA, Wekiva River Basin Coordinating Committee 2004 report, Lake County FLU map, LSSC Lake County campus data, subject property environmental study, Geotech analysis of the subject property, traffic study, and Regional Office FLU data and documents provided by land planners. Study and analysis of documents for neighborhood analysis, project history, condemnation blight study and highest and best use analysis.	5.75
05/19/16	Review Carpenter report and sub-reports.	2.25
06/07/16	Analysis of data provided by land planner for highest and best use study and condemnation blight analysis. Analysis of aerials, existing zoning and land use data, maps of major developments and commercial development in the area.	5.50
06/13/16	Study and analysis of the Mt Dora employment center master plan, reports, and presentations for neighborhood study, highest and best use study, and condemnation blight study. Consultation with land planner.	4.75
06/14/16	Consultation with land planning expert concerning highest and best use issues. Investigation into the Summer Lake PUD and Kelly Park Crossing DRI for Highest and best use study/analysis.	4.25

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 311/811
Project: Wekiva Parkway
Owner: Summer Lake Grace Groves

06/16/16	Analysis of data provided by land planner. Highest and best use study and Analysis. Consultation with land planner regarding growth, demand, and trend of the area.	4.00
07/07/16	Highest and best use study and analysis both before and after the taking. Consultation with planning experts regarding project influence, current PUD, before and after scenarios concerning the subject, regional office study, and likely development scenarios before and after the project. Research and analysis of data for highest and best use study.	4.50
07/15/16	Research, analysis and consultation with economist, land planner and Owner's attorney regarding highest and best use before and after the taking. Analysis of concept plans, PUD, traffic study, and aerials.	2.00
07/29/16	Research for mixed use sales data and residential land sales data for highest and Best use and valuation analysis. Analysis of GIS data, MLS, Microbase, legal descriptions, maps and decds for sales data. Consultation with Ed Williams.	5.75
08/09/16	Research for and analysis of vacant large regional office, industrial, employment center and low density residential land sales data for highest and best use and valuation analysis.	7.50
08/10/16	Research and analysis of vacant land sales data for regional employment Centers, mixed use properties and large low density residential uses. Analysis of maps, plans, and data for the sales.	7.25
08/11/16	Research and analysis of vacant land sales data for regional employment centers, mixed use properties and large low density residential uses. Analysis of maps, plans, aerials and data for the sales. Analysis of deeds, contracts, and assessor data for sales data.	6.75
08/12/16	Research and analysis of vacant land sales data for regional employment centers, mixed use properties and large low density residential uses. Analysis of maps, plans, aerials and data for the sales. Analysis of deeds, contracts, and assessor data for sales data.	7.00
08/15/16	Research and analysis of large vacant land sales data across the central Florida area for regional employment centers, office, industrial, and residential uses. Verification and analysis of data.	7.50
08/16/16	Analysis and consultation concerning highest and best use before and after the taking with land planner and owner's attorney.	1.00
09/13/16	Highest and best use study.	.75

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 311/811
Project: Wekiva Parkway
Owner: Summer Lake Grace Groves

09/20/16	Review data provided by Greg Beliveau concerning the subject property for highest and best use analysis before and after the taking.	1.25
09/27/16	Review data concerning 24 nearby low-density residential developments for highest and best use, reasonable probability comparison to subject.	1.00
10/11/16	Analysis of documents and data. Consultation with land planners.	1.00
11/08/16	Research and analysis with land planner regarding the subject property and condemnation blight.	.75
12/13/16	Condemnation blight analysis. Review planning and Parkway documents with land planner.	.75
12/22/16	Analysis of data provided by planner Greg Beliveau concerning employment center boundaries, concept plans, employment center study, and other data for the subject property. Study and analysis of both the before and after conditions of the subject property.	3.25
01/11/17	Review revised PUD densities and Mt Dora proposal. Consultation with Planner regarding uses, densities, and acreages.	.75
03/13/17	Inspection of subject property and neighborhood. Consultation with land planner and economist. Analysis of subject and neighborhood data.	3.25
03/22/17	Analysis of economic data, zoning, land use, planning data, and physical characteristics. Analysis and consultation regarding highest and best use issues, and condemnation blight.	1.00
03/30/17	Analysis and consultation with other experts concerning the before and after conditions of the subject, highest and best use, and condemnation blight.	.75
04/07/17	Analysis of Wekiva Parkway aerials, updates and videos capturing the subject property. Analysis of property after taking.	.75
04/13/17	Consultation with owner's attorney regarding opposing appraiser, condemnation blight, highest and best use, and project influence. Analysis of data.	1.75
04/18/17	Analysis of data. Consultation with other experts concerning condemnation blight, history of the subject property, and project influence.	1.50
04/27/17	Review Carpenter appraisal and supporting reports (planner, engineer, etc.). Analysis of data and methodology. Consultation with owner's attorney regarding findings for upcoming Carpenter deposition.	2.50

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 311/811
Project: Wekiva Parkway
Owner: Summer Lake Grace Groves

05/24/17	Review data provided by land planner and timeline of events affecting the subject property. Analysis of data. Consultation with owner's attorney regarding findings.	1.75
05/19/17	Review and analysis of land planning data provided by Greg Beliveau.	.50
05/25/17	Analysis of timeline data. Study of condemnation blight affecting the subject.	2.25
05/31/17	Analysis of highest and best use data and condemnation blight data.	.75
06/01/17	Research and analysis concerning the 2013 Lake County and Mt Dora maps and plans concerning the JPA and the employment center.	.75
06/08/17	Consultation with planner regarding residential development history of the area, Approved plats, comprehensive land use changes and zoning changes.	.75
06/21/17	Study and consultation with land planner regarding historical land use of the subject and surrounding areas with and without the Wekiva Parkway.	1.25
06/23/17	Analysis of historical and current future land use maps depicting the subject and surrounding area with and without the Wekiva Parkway. Consultation with planner and owner's attorney.	1.25
06/28/17	Research for and analysis of appraisal data for both a before and after analysis of the subject property. Research and analysis of land sales data. Verification of data.	4.25
07/05/17	Review data and analysis provided by land planner. Highest and best use study and analysis before and after the taking. Study of condemnation blight. Appraisal analysis.	3.75
07/07/17	Consultation with planner and economist concerning their findings. Analysis of condemnor appraisal and data.	.75
07/12/17	Analysis of Josh Harris report. Consultation with Harris and owner's attorney.	1.00
07/13/17	Analysis and consultation regarding Greg Beliveau planning report as it relates to the before condition of the subject property.	.75
07/17/17	Research for and analysis of vacant land sales, including large low-density residential sales, mixed use sales, regional office/employment center type sales, and vacant land sales along limited access highways. Analysis of public records, GIS data, assessor data, and subscription services data. Verification and analysis of data.	7.25

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 311/811
Project: Wekiva Parkway
Owner: Summer Lake Grace Groves

07/18/17	Research for and analysis of vacant large low-density residential land sales, mixed use land sales, regional office/employment center type land sales, and vacant land sales along limited access highways. Analysis of deeds, mortgages, GIS data, assessor data, and subscription services data. Verification and analysis of data. Analysis of land planning data sent by Greg Beliveau. Review and analysis of Wekiva River Basin Coordinating Committee report, Wekiva Parkway public hearing summary, Mt Dora JPA, Lake County Commissioners data as it relates to the parkway, maps, plans, and exhibits provided by Greg Beliveau.	7.75
07/19/17	Research, analysis and verification of land sales data for both a before and an after analysis of the subject property. Review of zoning, land use, aerials, legal descriptions, assessor data, and other data for the sales. Analysis of data. Consultation with planner Williams regarding his findings.	7.50
07/20/17	Analysis of highest and best use data, land sales data, economic data and reports, Condemnation blight and project data, land planning data and reports. Appraisal analysis of the before, taking, and after conditions of the property.	5.50
07/21/17	Review and analysis of the subject property and market area prior to and after the market knowledge of the Wekiva Parkway. Study and analysis of condemnation blight.	3.25
07/24/17	Review and analysis of updated data and report provided by land planner and economist. Verification and analysis of data.	3.75
07/25/17	Analysis of data for appraisal. Verification of data. Appraisal analysis before and after the taking.	4.75
07/26/17	Analysis and consultation with other experts and owners attorney concerning opposing appraiser's analysis and methodology.	1.00
07/28/17	Verification of appraisal data.	.50
08/01/17	Analysis and consultation regarding permanent easement and drainage areas after the taking.	.50
08/02/17	Consultation regarding exhibits for trial.	.50
08/07/17	Review and analysis of data provided by owner's attorney. Analysis and Consultation regarding future land use map in existence prior to the Wekiva Parkway, Wekiva Parkway Protection Act, future land use map amended after the Wekiva Parkway, Employment Center Master Plan, Real Estate Research Consultants and Renaissance Planning Group studies prepared for the Employment Center, and opposing appraiser data, opinions and methodology.	5.25

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 311/811
Project: Wekiva Parkway
Owner: Summer Lake Grace Groves

08/08/17	Analysis and consultation for condemnation blight hearing.	1.00
08/15/17	Analysis and consultation for affidavit for upcoming hearing.	.50
08/17/17	Analysis of Wekiva Basin Area Task Force report and Wekiva River Basin Coordinating Committee report for affidavit and upcoming condemnation blight hearing.	1.00
08/30/17	Consultation and analysis with experts and owner's attorney for upcoming mediation.	.50
09/05/17	Review material and prepare affidavit for upcoming hearing.	.75
09/15/17	Analysis and consultation regarding condemnation blight. Verification of data.	.50
09/21/17	Analysis and consultation. Preparation of Final report.	.75
09/25/17	Analysis of appraisal data. Consultation with owner's attorney regarding appraisal documents and file documents.	2.00
10/03/17	Review rebuttal documents provided by owner's attorney.	1.75
10/05/17	Analysis and consultation regarding Carpenter rebuttal report.	1.00
10/06/17	Review rebuttal documents provided by owner's attorney	.75
10/12/17	Analysis of data in preparation for deposition.	2.25
10/13/17	Analysis of rebuttal document prepared by Real Estate Consortium. Research Apopka information, redevelopment area, and enterprise zone data. Prepare for deposition.	3.50
10/15/17	Analysis of appraisal data in preparation for deposition.	3.25
10/16/17	Review data and file in preparation for deposition.	1.75
10/17/17	Preparation for and attendance at deposition. Provide analysis and testimony.	3.75
10/20/17	Review Macintosh report concerning extraordinary development costs.	.50
10/23/17	Review Real Estate Consortium report and CFX documents pertaining to a pre-Wekiva Parkway purchase of 200 acres just south of Summer Lake.	1.25
10/26/17	Analysis and consultation with other experts regarding development costs, properties with similar development costs in the market, and trial exhibits.	.50

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 311/811

Project: Wekiva Parkway

Owner: Summer Lake Grace Groves

10/31/17	Review of CFX experts' files in preparation for hearing and trial.	1.50
11/07/17	Review copy of deposition for upcoming hearing and trial.	1.00
11/08/17	Analysis and consultation with owner's attorney concerning differences between condemnor appraisal and my analysis. Verification of sales data. Review rebuttal reports focusing on my analysis and opinions. Provide owner's attorney with data and summary of findings. Analysis of data for rebuttal.	6.00
11/09/17	Review offer of judgement filed in case.	.25
11/10/17	Review prior Centex contract data provided by owner's attorney for condemnation blight and appraisal analysis.	.25
11/14/17	Analysis and consultation regarding affidavit for upcoming hearing. Review and verification of data.	1.00
11/16/17	Analysis and verification of data. Provide owner's attorney with data and analysis for opposing appraiser.	<u>2.25</u>
	Total	263.50



LAKE COUNTY
FLORIDA

DIANA JOHNSON
Assistant County Attorney
dnjohnson@lakecountyfl.gov

MELANIE MARSH*
County Attorney
mmarsh@lakecountyfl.gov

MATTHEW MOATS
Assistant County Attorney
mmoats@lakecountyfl.gov

**Board Certification In City, County and Local Government Law*

FINAL INVOICE

TO: Matthew Silbernagel
DATE: November 13, 2017
RE: Public Records Request PRR 2017-191

1 ½ hours of staff time {1 st 15 mins. at no charge}	\$15.00
Deposit Paid	(\$15.00)
Total Due:	\$0.00

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

7028.000

COUNTY ATTORNEY'S OFFICE
P.O. BOX 7800 - 315 W. MAIN ST. - SUITE 335 - TAVARES, FL 32778-7800 - P 352.343.9787 - F 352.343.9646
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICA QEP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5

MAGUIRE LASSMAN, P.A.
605 E. ROBINSON STREET
SUITE 140
ORLANDO, FLORIDA 32801

UNITED LEGACY BANK
63-1514/631

20349
10/12/2017

PAY TO THE
ORDER OF

City of Mount Dora

One Hundred One and 55/100*****

\$ **101.55

City of Mount Dora

DOLLARS

MEMO

records request



⑈00020349⑈ ⑆063⑆15⑆49⑆ 00⑆10⑆25⑆259⑈

MAGUIRE LASSMAN, P.A.
City of Mount Dora

10/12/2017

20349

records request - Summer Lake Grad 02-362C-311

101.55

United Legacy Bank - records request

101.55

MAGUIRE LASSMAN, P.A.
City of Mount Dora

10/12/2017

20349

records request - Summer Lake Grad 02-362C-311

101.55

United Legacy Bank - records request

101.55



Raymer F. Magulre, III, Esquire
 Magulre Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

INVOICE

Invoice No.	Invoice Date	Job No.
457643	6/21/2017	401942
Job Date	Case No.	
6/6/2017		
Case Name		
Central Florida Expressway Authority vs. Summer Lake-Grace Groves, et al.		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

ORIGINAL TRANSCRIPT OF:		
Walter Carpenter, MAI, CRE	169.00 Pages	726.70
Appearance Fee		75.00
Appearance Fee - Each Additional Hour	3.50 Hours	192.50
Condensed Transcript		20.00
Delivery		20.00
Exhibit Charge - Scan Only	192.00 Pages	48.00
E-mail transcript		0.00
TOTAL DUE >>>		\$1,082.20

Email only.
 Original exhibits returned to firm.
 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

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Raymer F. Magulre, III, Esquire
 Magulre Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

Job No. : 401942 BU ID : Central FL
 Case No. :
 Case Name : Central Florida Expressway Authority vs. Summer Lake-Grace Groves, et al.
 Invoice No. : 457643 Invoice Date : 6/21/2017
Total Due : \$1,082.20

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: _____				



Raymer F. Maguire, III, Esquire
 Maguire Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

INVOICE

Invoice No.	Invoice Date	Job No.
457643	6/21/2017	401942
Job Date	Case No.	
6/6/2017		
Case Name		
Central Florida Expressway Authority vs. Summer Lake-Grace Groves, et al.		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

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.

Raymer F. Maguire, III, Esquire
 Maguire Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

Job No. : 401942 BU ID : Central FL
 Case No. :
 Case Name : Central Florida Expressway Authority vs. Summer Lake-Grace Groves, et al.
 Invoice No. : 457643 Invoice Date : 6/21/2017
Total Due : \$1,082.20

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: _____				



Raymer F. Maguire, III, Esquire
 Maguire Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

INVOICE

Invoice No.	Invoice Date	Job No.
534621	11/20/2017	438319
Job Date	Case No.	
11/17/2017		
Case Name		
Central Florida Expressway Authority vs. Summer Lake-Grace Groves, et al.		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

Harry W. Collison, Jr., Appraiser		
Appearance Fee - First hour, deferred		95.00
Appearance Fee - each additional hour, deferred	2.00	150.00
Estimated # of Pages	89.00	0.00
TOTAL DUE >>>		\$245.00

Thank you for your business!

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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 to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Raymer F. Maguire, III, Esquire
 Maguire Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

Job No. : 438319 BU ID : Central FL
 Case No. :
 Case Name : Central Florida Expressway Authority vs. Summer Lake-Grace Groves, et al.
 Invoice No. : 534621 Invoice Date : 11/20/2017
 Total Due : \$245.00

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: _____				



Raymer F. Maguire, III, Esquire
 Maguire Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

INVOICE

Invoice No.	Invoice Date	Job No.
534600	11/21/2017	430274
Job Date	Case No.	
11/7/2017		
Case Name		
Central Florida Expressway Authority vs. Summer Lake-Grace Groves, et al.		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

ORIGINAL TRANSCRIPT OF:		
Ellen S. Hardgrove, AICP (Vol. I & II)	248.00 Pages	1,078.80
Appearance Fee		75.00
Appearance Fee - Each Additional Hour	4.50 Hours	247.50
Condensed Transcript		20.00
E-mail transcript		0.00
TOTAL DUE >>>		\$1,421.30

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
 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.

Raymer F. Maguire, III, Esquire
 Maguire Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

Job No. : 430274 BU ID : Central FL
 Case No. :
 Case Name : Central Florida Expressway Authority vs. Summer Lake-Grace Groves, et al.
 Invoice No. : 534600 Invoice Date : 11/21/2017
Total Due : \$1,421.30

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: _____				

PROVEST

11/20/2017

4520 SEEDLING CIRCLE
TAMPA, FL 33614-2400

Phone: 813-877-2844 Email: accounts_receivable@provest.us

INVOICE

INVOICE NUMBER: 5035098

CUSTOMER	BILLING INFORMATION
MAGUIRE LASSMAN, P.A. 605 E. ROBINSON ST SUITE 140 ORLANDO FL, 32801 MATTHEW SILBERMAGEL	FILE NUMBER SUMMER LAKE-GRACE GROVES MAIN SUMMER LAKE-GRACE GROVES, DEFENDANT ET AL PLAINTIFF CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA COUNTY LAKE DOCUMENT SUBPOENA FOR DEPOSITION AND NOTICE OF TAKING DEPOSITION

STATUS DATE	DESCRIPTION	TAXCHARGE	TOTAL
LEE CONSTANTINE			
11/10/2017	ATTEMPTING SERVICE - 1ST ADDRESS	\$0.00 \$65.00	\$65.00
11/14/2017	NON-SERVICE	\$0.00 \$0.00	\$0.00
11/14/2017	AWAITING CLIENT RESPONSE	\$0.00 \$0.00	\$0.00
11/20/2017	CLIENT RESPONSE RECEIVED	\$0.00 \$0.00	\$0.00
Mark Reggentin			
11/10/2017	ATTEMPTING SERVICE - 1ST ADDRESS	\$0.00 \$65.00	\$65.00
11/13/2017	SERVICE COMPLETE	\$0.00 \$0.00	\$0.00
		Subtotal	\$130.00
		Total Extra	\$0.00
		Charges	
		Prepaid	\$0.00
		Skip Trace	\$0.00
		Subtotal	
		Total	\$130.00

PLEASE REMIT PAYMENT TO:
PROVEST, LLC
C/O BANK OF TAMPA
P.O. BOX 25096
TAMPA, FL 33622

Veritas vos Liberabit



Rannoch Consulting and Research LLC

ATTORNEY WORK PRODUCT PRIVILEGED AND CONFIDENTIAL

Nov 15th 2017

INVOICE # 514

Case Number	Date	Hourly Rate @ \$95.00 per hour	Expenses; As Necessary; Mileage 60 cents per mile
Patrick J. Knight Locate	Nov 15 th 2017	Conduct online research to locate Patrick J. Knight. Prepare detailed report to attorney Raymer Maguire, Esq. 3 hrs = \$285.00	Database Fees \$50.00
Sub-Total: US\$335.00 Plus Florida Sales Tax 6.5% = \$21.77 TOTAL: \$356.77			

Please remit payment by check for US\$356.77 payable to Rannoch Consulting & Research LLC to 10932 Boca Pointe Drive Orlando FL 32836.

Please reference Invoice # 514 on memo line of check.

With our appreciation for this assignment.

A1000037; C9800429

**Consent Agenda Item
#8**

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: December 26, 2017

RE: *Central Florida Expressway Authority v. Daryl A. Alderman, et al.*
State Road 429 Wekiva Parkway Project, Case No. 2015-CA-4105-O
Project 429-204; Parcel 242

INTRODUCTION

This case is set for trial on the February 26, 2017, docket before Judge Underwood. The case was mediated on August 1, 2017, but the parties were unable to reach a compromise. On or about October 25, 2016, CFX served an Offer of Judgment in the amount of \$597,840.00. Since that time, the parties have taken a number of depositions, examined numerous documents, and reviewed rebuttal reports. After extensive discovery and ongoing settlement discussions, the parties have reached a settlement in the amount of \$795,000.00. A copy of the Settlement Agreement is attached as **Exhibit "A."**

DESCRIPTION OF PROPERTY AND TAKING

Parcel 242 is a fee simple partial taking consisting of 4.170 acres. The parent tract was 27.586 acres in size and the remainder property is 23.416 acres. The property is located at 3100 Ondich Road in Apopka, Orange County, Florida. The subject property is improved with a 1,380 s.f. manufactured home containing 3 bedrooms and 3 bathrooms built in the late 1990s. There are 2 additional buildings consisting of a metal warehouse and modular office building. Other improvements include fencing, an electric gate and irrigation system. The property is zoned A-1, citrus rural district by Orange County.

Parcel 242 consists of 4.17 acres of land located in the northwestern portion of the parent tract, extending along Ondich Road approximately 406 feet and having a depth of roughly 732 feet along the western boundary. Several site improvements were located within the area of the taking including the site's driveway, portions of the site's chain link fencing, an electric gate and key pad, electric meter and breaker boxes, and asphalt paving. An aerial photograph with a sketch of the acquisition area prepared on behalf of CFX by Landon, Moree and Associates, Inc. is attached hereto as **Exhibit "B."**

CFX'S APPRAISAL REPORT

Chad G. Durrance, MAI, State-Certified General Real Estate Appraiser, appraised the property for CFX. He concluded that the highest and best use of the property as though vacant is for residential use. Applying the sales comparison approach, Mr. Durrance estimated the value of the land taken at \$30,000 per acre, or \$125,100, based upon a range of comparable sales from \$24,200 to \$46,000 per acre. The depreciated value of the affected site improvements were estimated at \$31,800. Mr. Durrance also concluded that the remainder was damaged due to the proximity of the expressway in the amount of \$225,000 which equates to roughly 30% damage to the remainder property. Lastly, it was determined that a cost to cure was necessary to replace the access to Ondich Road and restore the electric perimeter fencing. The net cost to cure was estimated by CFX's consulting engineer in the amount of \$85,200. Accordingly, Mr. Durrance's estimate of full compensation was \$467,100.

As noted above, Mr. Durrance opined that the remainder would suffer severance damages in the amount of \$225,000 due to its proximity to Ramp K along its entire western boundary. As can be seen on the "After Acquisition" sketch prepared on behalf of CFX by Landon, Moree and Associates, Inc. attached hereto as **Exhibit "C"**, the remainder property will have a unique location in that it will be located immediately adjacent to the expressway interchange which includes the construction of Ramp M along the north side of Ondich road directly in front of the remainder property. In addition, the remainder's frontage has been reduced by more than 50% along Ondich Road. As part of his deposition, Mr. Durrance produced the expressway adjacency studies he relied upon to estimate severance damages which revealed a damage range of 0% to 60%. His own expressway study concluded that "damages at a maximum would equate to no more than the cost to adequately buffer the remainder's frontage along the new expressway." In discussions, Mr. Durrance reported that the average cost for installing a typical buffer found at subdivisions bordering elevated highway interchanges equates to roughly \$250 per lineal foot. Accordingly, with approximately 1,000 linear feet of frontage along the new SR 429 Ramp K, it would cost approximately \$250,000 to build the landscape buffer and result in additional loss of use of 4 acres, or \$120,000 (4 acres@ \$30,000).

EVERLY APPRAISAL REPORT

The Respondents ("Everlys") retained Martin Engelmann, MAI, and state-certified general real estate appraiser, to value the property. His opinion of value is summarized below.

Land Taken (at \$80,000 per acre)	\$ 333,600
Improvements Taken (Depreciated)	\$ 53,142
Cost to Cure (Net)	\$ 12,000
Severance Damages (Approx. 50%)	<u>\$ 920,000</u>
Total for Owner	\$1,320,000

The primary issues in this case involve the “before” value of the property and severance damages. While the parties agree the highest and best use of the property is for residential development, the Everlys' experts have raised the issue of condemnation blight to increase their "before" value which, consequentially, results in higher severance damages. Although CFX has excellent arguments rebutting the claim of condemnation blight, the complexities of that issue and the cost of defending CFX against such a complex issue and claim are factors to consider in reviewing this proposed settlement.

ATTORNEY'S FEES

Based upon a settlement in the amount of \$795,000 and a first offer in the amount of \$423,900, the monetary benefit is \$371,100. Attorney’s fees are based upon a percentage of the benefit. For the first \$250,000, attorney’s fees are set at 33% or \$82,500. For the monetary benefit between \$250,000 and \$1,000,000, the attorney’s fees are set at 25%, or in this case, \$30,275. Hence, the total statutory attorney fee is **\$112,775**.

EXPERT FEES AND COSTS

Section 73.091, Florida Statutes, requires the condemning authority to pay “all reasonable costs incurred in the defense of the proceedings.” Counsel for the property owners provided invoices for expert fees and costs as summarized in the table below and as shown in **Composite Exhibit “E.”** After numerous discussions with counsel for the property owners and the experts, excluding Juris Corporation, the parties agreed to reduce their fees and costs from the sum of \$142,317.47 to \$122,150.00, as outlined in the table below.

	Invoiced Amount	Proposed Settlement
Franklin Street (Appraiser)	\$75,225.25	\$67,500.00
MEI Civil (Engineer)	\$35,067.38	\$29,250.00
Lakemont Group (Market Analyst)	\$9,966.15	\$8,300.00
VHB (Planner)	\$8,093.69	\$7,150.00
Power Acoustics	\$13,965.00	\$9,950.00
Subtotal	\$142,317.47	\$122,150.00
Juris Corporation	\$41,375.00	Unresolved
Subtotal of Expert Fees	\$183,692.47	To Be Determined
Court Reporter Costs (Callan Law Firm)	\$1,985.61	\$1,985.61
TOTAL EXPERT FEES AND COSTS	\$185,678.08	\$124,135.61 + Juris

REQUESTED ACTION

Based upon the foregoing, we respectfully request that the CFX Board approve the proposed Settlement Agreement in the amount of **\$795,000** to settle all pending claims for the taking of Parcel 242, including full compensation for the property (subject to apportionment), severance damages, business damages, tort damages, interest, plus statutory attorney's fees in the amount of **\$112,775**, plus expert fees in the amount of **\$122,150.00** plus costs in the amount of **\$1,985.61**, exclusive of the fees and costs associated with the invoices from Juris Corporation.

The Right of Way Committee recommended approval on December 13, 2017.

Exhibits

- Exhibit "A." Settlement Agreement with the Property Owner
- Exhibit "B." Before Acquisition Sketch
- Exhibit "C." After Acquisition Sketch
- Exhibit "D." Settlement Agreement pertaining to Expert Fees and Costs with Email
- Exhibit "E." Spreadsheet of Expert Fees and Costs with Invoices and Receipts.

Reviewed by: 

EXHIBIT "A"

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, **CASE NO: 2015-CA-004105-O**
body politic and corporate, and an agency of the state
under the laws of the State of Florida, Subdivision 39

Petitioner, Parcel 242 (Everly)

vs.

DARYL A. ALDERMAN, et al.,

Respondent(s).

SETTLEMENT AGREEMENT

After numerous settlement discussions, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent(s), LARRY M. EVERLY, SR., TRUSTEE OF THE LARRY M. EVERLY, SR. FAMILY TRUST DATED APRIL 27, 2004, CORINNE F. EVERLY, TRUSTEE OF THE CORINNE F. EVERLY FAMILY TRUST DATED APRIL 27, 2004, (referred to as "Respondents") the sum of Seven Hundred Ninety-Five Thousand Dollars exactly (\$795,000.00), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 242, including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees and expert witness costs. The settlement sum is subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of Four Hundred Twenty-Three Thousand Nine Hundred Dollars (\$423,900.00). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of Three Hundred Seventy-One Thousand One Hundred Dollars exactly (\$371,100.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

1. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondent's attorney the sum of One Hundred Twelve Thousand Seven Hundred Seventy-Five Dollars (\$112,775.00) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any.

2. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

3. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

4. 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.

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

6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 242, severance damages, business damages, tort damages, interest, and any other claim, excluding supplemental attorney's fees and costs pursuant to § 73.092(2), F.S., expert fees, and expert costs.

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

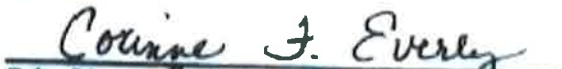
8. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

9. This Settlement Agreement, executed by the parties and their counsel on this 09 day of NOV, 2017, contains all the agreements of the parties.


Print Name: Linda Brehmer Lanosa
Central Florida Expressway Authority


Print Name: DARRYL M. EVERLY SR
Owner

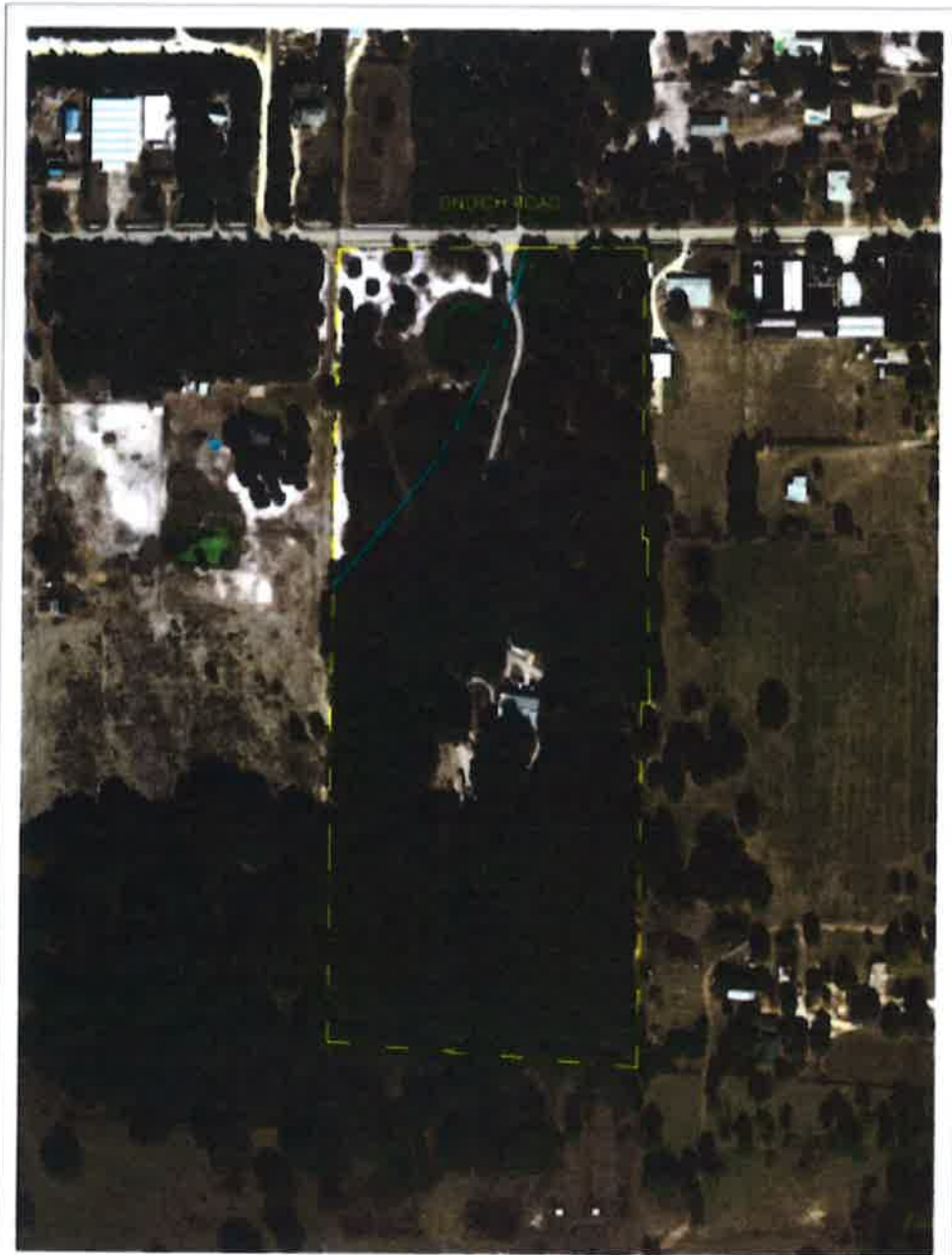

Print Name: Suzanne M. Driscoll
Counsel for CFX


Print Name: CORINNE F. EVERLY
Owner

Print Name: _____


Print Name: Thomas P. Citta
Attorney for Owner

EXHIBIT "B"



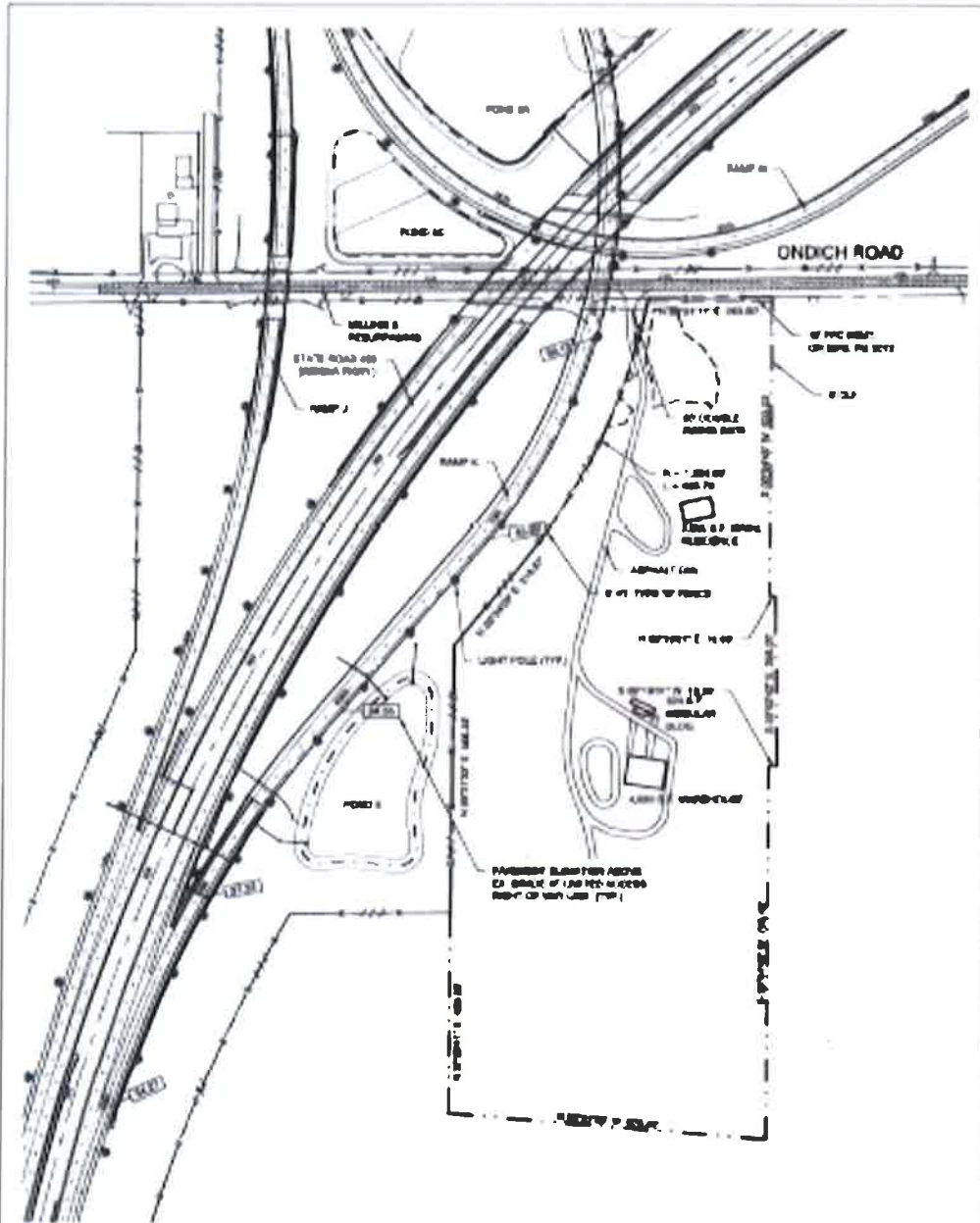
**BEFORE ACQUISITION
WEKIVA PARKWAY
EVERLY
PARCEL 242**



ILMA
Lorson, Mearns & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors
11000 U.S. 10 South, Penn Station, Florida 34084
Phone: (772) 339-8010, Fax: (772) 337-8184
Web Page: www.ilma.com

LMA 208 © 2013 001 242

EXHIBIT "C"



**AFTER ACQUISITION
WEKIVA PARKWAY
EVERLY
PARCEL 242**



LMA
Landscape, Planning & Architecture, Inc.
Civil & Environmental Engineers - Planners - Surveyors
31329 U.S. 19 North Palm Beach, Florida 33408
Phone: (561) 788-8118, Fax: (561) 787-4224
Web Page: (202) 254-7700, WWW.LMAINC.COM

LMA JOB # 083-001 242

EXHIBIT "D"

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

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

CASE NO.: 2015-CA-004105-O

Petitioner,

Parcel 242 (Everly)

v.

Subdivision 39

DARYL A. ALDERMAN, et al.,

Respondents.

SETTLEMENT AGREEMENT AS TO EXPERT FEES AND COSTS

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondents, LARRY M. EVERLY, SR., TRUSTEE OF THE LARRY M. EVERLY, SR. FAMILY TRUST DATED APRIL 27, 2004 and CORINNE F. EVERLY, TRUSTEE OF THE CORINNE F. EVERLY FAMILY TRUST DATED APRIL 27, 2004 ("Respondents"), reached the following Settlement Agreement:

1. Petitioner will pay to the Trust Account of Callan Law Firm, P.A. Trust Account, 921 Bradshaw Terrace, Orlando, Florida 32806, the total sum of **ONE HUNDRED FOURTEEN THOUSAND ONE HUNDRED EIGHTY FIVE 61/100 DOLLARS (\$114,185.61)**, in full settlement of the following experts' fees and costs incurred on behalf of Respondents in this matter, specifically as follows:

Lakemont Group	\$8,300.00
MEI	\$29,250.00
VHB	\$7,150.00
Franklin Street	\$67,500.00
Callan Law Firm Court Reporter Cost	\$1,985.61

2. Petitioner and Respondents agree to resolve the only remaining outstanding experts' fees and costs incurred by Respondents herein of Juris Corporation, Inc., in the sum of \$43,375 and Power Acoustics, Inc., in the sum of \$13,965 through further negotiations or a fee hearing, if necessary. Respondents will seek no further experts' fees or costs in this matter.

3. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

4. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Agreed Order Taxing Expert's Fees and Costs containing the terms and conditions of

4. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Agreed Order Taxing Expert's Fees and Costs containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

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

6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 242, severance damages, business damages, tort damages, interest, statutory attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, exclusive of those experts' fees specifically enumerated in paragraph 2, above, and any supplemental attorney's fees that may be incurred in connection with any required fee hearing.

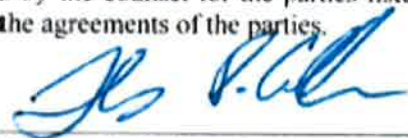
7. On December 15, 2015, Respondents executed and delivered to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes*.

8. Respondents shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary.

9. This Settlement Agreement, executed by the counsel for the parties listed below on this 3 day of December, 2017, contains all the agreements of the parties.



Suzanne M. Driscoll, Esq.
SHUTTS & BOWEN LLP
Counsel for Petitioner,
Central Florida Expressway Authority



Thomas P. Callan, Esq.
CALLAN LAW FIRM
Counsel for Respondents,
LARRY M. EVERLY, SR., TRUSTEE OF
THE LARRY M. EVERLY, SR. FAMILY
TRUST DATED APRIL 27, 2004 and
CORINNE F. EVERLY, TRUSTEE OF
THE CORINNE F. EVERLY FAMILY
TRUST DATED APRIL 27, 2004

From: [Katherine Ewing](#)
To: [Linda Lanosa](#)
Cc: [Tom Callan](#); [Logan Opsahl](#)
Subject: Parcel 242 - Power Acoustics
Date: Tuesday, December 12, 2017 11:15:18 AM

Hi Linda,

Dave Parzych with Power Acoustics accepts your offer of \$9,950.00.
I will let you know when I hear back from Juris.

Katherine Ewing
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806
Tel: 407-426-9141
Fax: 407-426-0567

EXHIBIT "E"

Everly Fees and Costs			
Client: Larry Everly			
Case: 2015-CA-004105-O			
Prepared Date: 11/10/2017			
Expert	Invoice Amount	Invoice Number	Invoice Date
Franklin Street	\$ 75,225.25	155	7/31/17; 11/10/2017
VHB, Inc.	\$ 8,093.69	N/A	7/27/2017
MEI Civil	\$ 35,067.38	193021H-1	7/27/17; 11/9/2017
Power Acoustics	\$ 13,965.00	17-11349	11/10/2017
Lakemont Group	\$ 9,966.15	N/A	11/11/2017
Juris Corporation	\$ 740.00	9735	4/21/2015
	\$ 1,850.00	9743	6/30/2015
	\$ 3,977.50	9751	11/20/1910
	\$ 3,885.00	9765	1/5/2016
	\$ 14,337.50	9767	2/2/2016
	\$ 7,215.00	9768	2/29/2016
	\$ 3,977.50	9771	4/12/2016
	\$ 2,775.00	9784	8/30/2016
	\$ 1,942.50	9807	7/27/2017
	\$ 675.00	TBD	11/10/2017
<i>Juris Total</i>	\$ 41,375.00		
TOTAL EXPERT COSTS	\$ 183,692.47		
Callan Law Firm Costs	Invoice Amount	Invoice Number	Invoice Date
Orange Legal - Russell Marks	\$ 105.00	530398	11/9/2017
Orange Legal - Glenn Pressimone	\$ 100.00	532785	11/14/2017
Orange Legal - Leland Moree	\$ 916.86	534961	11/15/2017
Orange Legal - Ellen Hardgrove	\$ 863.75	531976	11/8/2017
TOTAL CLF COSTS	\$ 1,985.61		
TOTAL COSTS	\$ 185,678.08		



FRANKLIN STREET VALUATION ADVISORY
 600 N. Westshore Boulevard, Suite 600
 Tampa, FL 33609

Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, Florida 32806

Attn: Mr. Thomas P. Callan, Esquire

tcallan@callanlaw.com

Our File No.: 0115280VA

DATE		AMOUNT
	<p><u>FOR LITIGATION SERVICES RENDERED:</u></p>	
11/10/2017	<p>For Appraisal Report of:</p> <p>Parcel 242 (Everly) A 27.586 ± Gross/Upland Acre Site South Side Of Ondich Road, Approximately 670' West Of Plymouth Sorrento Road Apopka, Orange County, Florida 32712</p> <p>Appraisal/Consultation Fee \$75,225.25 Less: Retainer/Deposit \$0.00 Remaining Balance: \$75,225.25 +/- Adjustments: <u>\$0.00</u> Balance Due: \$75,225.25</p> <p style="text-align: center;">Make checks payable to: Franklin Street Valuation Advisory 600 North Westshore Boulevard Suite 750 Tampa, Florida 33609</p> <p style="text-align: center;">Please reference File No. to ensure proper credit</p> <p style="text-align: center;">Wire Instructions Available Upon Request</p> <p>Payment is required within 30 days after date of this invoice. Any balance that remains unpaid after 30 days will accrue interest at the rate of 1.5% per month.</p>	

INVOICE



Bill To:
Callan Law Firm, P.A.

From:
600 North West Shore Boulevard
Suite 600
Tampa, Florida 33609

Everly

Invoice #: 00155
Date created: 11/10/2017
Client: Callan Law Firm, P.A.
Project: 0115280VA-Larry M. and Corinne F. Everly (Wekiva Parkway)
Project #: 00221

Term: Upon Receipt
Date due: 11/10/2017
Status: Outstanding
Total: **\$75,225.25**
Payments: \$0.00
Balance: **\$75,225.25**

Summary of Work Performed

Name	Description	Qty	Rate	Amount
CRW_2016		1.5	\$135.00	\$202.50
GWK_2015		1.125	\$135.00	\$151.88
GWK_2016		14.75	\$135.00	\$1,991.25
GWK_2017		49.125	\$155.00	\$7,614.38
JB		0.125	\$95.00	\$11.88
JC_2016		0.5	\$95.00	\$47.50
JP		9.25	\$95.00	\$878.75
JRF_2016		71.75	\$185.00	\$13,273.75
JRF_2017		81.9	\$200.00	\$16,380.00
LT		9.25	\$95.00	\$878.75
MCE_2015_Standard		3.5	\$365.00	\$1,277.50
MCE_2016_Standard		15.125	\$365.00	\$5,520.63
MCE_2017_Standard		45	\$375.00	\$16,875.00
SMP_2015		10.125	\$155.00	\$1,569.38
SMP_2016		55.175	\$155.00	\$8,552.13
<i>Subtotal</i>		368.2		\$75,225.25
Total Amount Payable				\$75,225.25

Details of Work Performed

Person	Module	Task	Date	Work type	Description	Qty	Rate	Amount
Chris Worley	Work Session	General time	01/18/2016	CRW_2016	Work session with Engelmann, Fabian, and Kane regarding assignment issues, research needed, and update from Engelmann's work session with clients.	0.25	\$135.00	\$33.75
	Market Area Research	General time	01/19/2016	CRW_2016	Market area research per Engelmann consisting of update and review of demographics, home sales, lot sales, and building permitting.	0.5	\$135.00	\$67.50
	Market Area Research	General time	01/20/2016	CRW_2016	Market area research per Engelmann consisting of write up of market area trends and analysis.	0.75	\$135.00	\$101.25
Person subtotal						1.5		\$202.50
George Kane	Subject Property Research	General time	12/07/2015	GWK_2015	Initial subject property research and assignment setup; correspondence with counsel's office regarding request for data.	0.25	\$135.00	\$33.75
	Work Session	General time	12/07/2015	GWK_2015	Work session with Engelmann regarding new assignment and direction and scope of assignment.	0.125	\$135.00	\$16.88
	Correspondence	General time	12/09/2015	GWK_2015	Correspondence with counsel's office regarding request for data.	0.125	\$135.00	\$16.88
	Correspondence	General time	12/10/2015	GWK_2015	Correspondence with counsel's office regarding request for data.	0.125	\$135.00	\$16.88
	Work Session	General time	12/14/2015	GWK_2015	Work session with Engelmann regarding direction of summary of subject property and CFX appraisal for site inspection and client work session scheduled for December 15, 2015; work session with Pagliaro regarding same.	0.25	\$135.00	\$33.75
	Correspondence	General time	12/14/2015	GWK_2015	Correspondence with counsel's office regarding request for data and download appraisals prepared for CFX.	0.125	\$135.00	\$16.88

Work Session	General time	12/22/2015	GWK_2015	Work session with Black and Pagliaro regarding correspondence with Callan's office consisting of new information and data direction to review and file.	0.125	\$135.00	\$16.88
Work Session	General time	01/18/2016	GWK_2016	Work session with Engelmann, Fabian, and Worley regarding assignment issues, research needed, and update from Engelmann's work session with clients.	0.25	\$135.00	\$33.75
Work Session	General time	02/05/2016	GWK_2016	Work session with Callan, Fabian and Pagliaro regarding case.	0.5	\$135.00	\$67.50
Correspondence	General time	02/26/2016	GWK_2016	Correspondence with Callan's office regarding trial orders; file documents from Callan's office and calendar trial and other court mandated dates.	0.25	\$135.00	\$33.75
Work Session	General time	03/28/2016	GWK_2016	Work session with Engelmann and Fabian regarding case status and timelines.	0.125	\$135.00	\$16.88
Correspondence	General time	05/11/2016	GWK_2016	Correspondence with Callan's office regarding scheduling of work session; correspondence with Engelmann and Fabian regarding same.	0.125	\$135.00	\$16.88
Correspondence	General time	05/12/2016	GWK_2016	Correspondence with Callan's office regarding scheduling of work session; correspondence with Engelmann and Fabian regarding same.	0.125	\$135.00	\$16.88
Correspondence	General time	05/13/2016	GWK_2016	Correspondence with Callan's office regarding scheduling of work session; correspondence with Engelmann and Fabian regarding same.	0.125	\$135.00	\$16.88
Correspondence	General time	05/16/2016	GWK_2016	Correspondence with Callan's office regarding scheduling of work session.	0.125	\$135.00	\$16.88
Work Session	General time	05/17/2016	GWK_2016	Work session with Callan, Engelmann, and Fabian regarding update of case,	0.75	\$135.00	\$101.25

				market area data, timeline for appraisal and other expert due dates, and court mandated dates; work session preparation consisting of review of sales to date and data file.			
Correspondence	General time	05/18/2016	GWK_2016	Correspondence with Callan's office regarding scheduling of work session; correspondence with Callan's office regarding information prepared from other experts on adjacent and nearby takings for the Wekiva Parkway; review all documents and file.	0.5	\$135.00	\$67.50
Correspondence	General time	06/02/2016	GWK_2016	Correspondence with Callan's office regarding scheduling work session.	0.125	\$135.00	\$16.88
Work Session	General time	06/06/2016	GWK_2016	Work session with Callan, Shannon, Hall, and Fabian regarding land planning draft report, highest and best use, concurrency, utilities, etc.; correspondence with Callan's office regarding discovery from petitioner information; download all information.	1.375	\$135.00	\$185.63
Correspondence	General time	06/10/2016	GWK_2016	Correspondence with Callan's office regarding our timeline of the Wekiva Parkway project history.	0.125	\$135.00	\$16.88
Correspondence	General time	06/17/2016	GWK_2016	Correspondence with Callan's office regarding timeline of Wekiva Parkway and history of project.	0.125	\$135.00	\$16.88
Correspondence	General time	06/28/2016	GWK_2016	Correspondence with Callan's office regarding petitioner's request and interrogatories; review all and file.	0.25	\$135.00	\$33.75
Correspondence	General time	06/30/2016	GWK_2016	Correspondence with Callan's office regarding documents received from Central Florida Expressway authority; download all data and file.	0.125	\$135.00	\$16.88
Correspondence	General time	07/06/2016	GWK_2016	Correspondence with Callan's office regarding	0.125	\$135.00	\$16.88

				service of interrogatories.			
Correspondence	General time	07/15/2016	GWK_2016	Correspondence with Callan's office regarding scheduling work session and interrogatories.	0.125	\$135.00	\$16.88
Correspondence	General time	07/20/2016	GWK_2016	Correspondence with Callan's office regarding our work file and Interrogatories.	0.125	\$135.00	\$16.88
Correspondence	General time	07/21/2016	GWK_2016	Correspondence with Callan's office regarding our work file and interrogatories.	0.125	\$135.00	\$16.88
Correspondence	General time	08/05/2016	GWK_2016	Correspondence with Callan's office regarding other expert's reports and deadlines.	0.125	\$135.00	\$16.88
Work Session	General time	08/11/2016	GWK_2016	Work session with Fabian regarding land sales research needed and timeline.	0.25	\$135.00	\$33.75
Correspondence	General time	08/15/2016	GWK_2016	Correspondence with Callan's office regarding timeline of other expert reports.	0.125	\$135.00	\$16.88
Work Session	General time	08/29/2016	GWK_2016	Work session with Fabian and Paglaro regarding status of case; direction to Fabian and Paglaro on land sales needed to be researched and verified, and other expert report deadlines.	0.25	\$135.00	\$33.75
Work Session	General time	09/19/2016	GWK_2016	Work sessions with Fabian and Paglaro regarding current status of land sales.	0.5	\$135.00	\$67.50
Correspondence	General time	09/27/2016	GWK_2016	Correspondence with Callan's office regarding case status and new timelines.	0.125	\$135.00	\$16.88
Work Session	General time	10/16/2016	GWK_2016	Work session with Engelmann and Fabian regarding draft appraisal timeline and case status.	0.25	\$135.00	\$33.75
Work Session	General time	10/26/2016	GWK_2016	Work session with Rathbone regarding update on case and possible settlement.	0.125	\$135.00	\$16.88
Correspondence	General time	10/28/2016	GWK_2016	Correspondence with Callan's office regarding	0.125	\$135.00	\$16.88

				scheduling of work session.			
Correspondence	General time	10/31/2016	GWK_2016	Correspondence with Callan's office regarding updated trial date, expert report exchange date, and offer of judgement information.	0.25	\$135.00	\$33.75
Correspondence	General time	11/01/2016	GWK_2016	Correspondence with Callan's office regarding rescheduling of expert work session.	0.125	\$135.00	\$16.88
Work Session	General time	11/03/2016	GWK_2016	Work session with Fabian, Callan, Hall and other experts regarding case; work session preparation consisting of complete review of our sales data to date.	0.5	\$135.00	\$67.50
Work Session	General time	11/18/2016	GWK_2016	Work session with Callan and Fabian regarding additional sales data and market area research.	0.25	\$135.00	\$33.75
Correspondence	General time	11/22/2016	GWK_2016	Work session with Fabian regarding timeline and sales research; begin review of Morris engineering report.	0.25	\$135.00	\$33.75
Correspondence	General time	11/22/2016	GWK_2016	Correspondence with Morris regarding his preliminary engineering report and exhibits.	0.125	\$135.00	\$16.88
Expert Report Review	General time	11/23/2016	GWK_2016	Assemble and complete review of Morris preliminary engineering report; work sessions with Poulos, Engelmann, and Fabian regarding market data needed on land sales.	0.75	\$135.00	\$101.25
Work Session	General time	11/29/2016	GWK_2016	Review of all land sales research to date; work session with Callan, Fabian and Pagliaro regarding appraisal and land sales.	0.75	\$135.00	\$101.25
Work Session	General time	11/30/2016	GWK_2016	Work sessions with Fabian and Engelmann regarding delivery of appraisal and case status.	0.5	\$135.00	\$67.50
Work Session	General time	12/01/2016	GWK_2016	Work sessions with Fabian and Engelmann	1.5	\$135.00	\$202.50

				regarding land sales research and verification; calls to brokers and market participants for verification of land sales.			
Work Session	General time	12/02/2016	GWK_2016	Work session with Cloonen regarding edits needed to land sale write ups and research file.	0.125	\$135.00	\$16.88
Work Session	General time	12/02/2016	GWK_2016	Work sessions with Callan, Fabian and Engelmann regarding sales and appraisal review.	0.75	\$135.00	\$101.25
Correspondence	General time	12/12/2016	GWK_2016	Correspondence with Callan's office regarding setting up work session with property owners.	0.125	\$135.00	\$16.88
Correspondence	General time	12/14/2016	GWK_2016	Correspondence with Callan's office regarding market and sales research information; review new market and sales research information and file.	1	\$135.00	\$135.00
Work Session	General time	12/28/2016	GWK_2016	Work session with Cloonen regarding edits needed to land sale write ups and research file; work sessions with Fabian regarding needed annexation exhibits; correspondence with Callan's office regarding annexation exhibits for report; review exhibits.	0.375	\$135.00	\$50.63
Internal Appraisal Review	General time	01/11/2017	GWK_2017	Correspondence with Fabian regarding edits to appraisal; review of appraisal.	2.25	\$155.00	\$348.75
Correspondence	General time	01/13/2017	GWK_2017	Correspondence with Engelmann and Fabian regarding delivery of appraisal report and planning.	0.125	\$155.00	\$19.38
Correspondence	General time	01/19/2017	GWK_2017	Correspondence with Fabian regarding his work session with Callan on appraisal review by property owners and status.	0.125	\$155.00	\$19.38
Correspondence	General time	01/30/2017	GWK_2017	Correspondence with Callan's office and other	0.125	\$155.00	\$19.38

				experts regarding availability for trial dates in 2018.			
Correspondence	General time	02/01/2017	GWK_2017	Correspondence with Callan's office regarding setting case for trial and preliminary dates.	0.125	\$155.00	\$19.38
Correspondence	General time	02/02/2017	GWK_2017	Correspondence with Callan's office regarding case status.	0.125	\$155.00	\$19.38
Correspondence	General time	02/06/2017	GWK_2017	Correspondence with Callan's office regarding Stipulated Case Management Order setting jury trial for February 26, 2018 and pretrial conference for January 22, 2018; review order and file.	0.125	\$155.00	\$19.38
Correspondence	General time	04/06/2017	GWK_2017	Correspondence with Callan regarding update on case status.	0.125	\$155.00	\$19.38
Correspondence	General time	04/17/2017	GWK_2017	Correspondence with Callan's office regarding scheduling of work session.	0.125	\$155.00	\$19.38
Correspondence	General time	06/25/2017	GWK_2017	Correspondence with Callan regarding status.	0.125	\$155.00	\$19.38
Correspondence	General time	06/26/2017	GWK_2017	Correspondence with Callan's office regarding status of case.	0.125	\$155.00	\$19.38
Correspondence	General time	07/07/2017	GWK_2017	Correspondence with Callan's office regarding status of case.	0.125	\$155.00	\$19.38
Mediation Preparation	General time	07/31/2017	GWK_2017	Work session with Callan regarding mediation and invoice.	0.25	\$155.00	\$38.75
Work Session	General time	09/19/2017	GWK_2017	Work session with Callan, Engelmann and Fabian regarding case status, rebuttal report timeline and strategy.	0.5	\$155.00	\$77.50
Rebuttal	General time	09/19/2017	GWK_2017	Correspondence with Callan regarding supporting rebuttal documents; review documents and file.	1	\$155.00	\$155.00
Rebuttal	General time	09/21/2017	GWK_2017	Work session with Fabian regarding rebuttal report; correspondence with Callan regarding rebuttal	1	\$155.00	\$155.00

				report documents; review of rebuttal report documents.			
Rebuttal	General time	09/22/2017	GWK_2017	Correspondence with Callan's office regarding rebuttal report due date and research needed.	0.125	\$155.00	\$19.38
Rebuttal	General time	09/25/2017	GWK_2017	Work session with Engelmann and Fabian regarding rebuttal of Durrance appraisal, timeline and direction on research needed; work session with Fabian regarding Durrance land sales research needed; correspondence with Callan.	0.5	\$155.00	\$77.50
Rebuttal	General time	09/26/2017	GWK_2017	Rebuttal work consisting of research on Durrance land sales.	1.25	\$155.00	\$193.75
Rebuttal	General time	09/27/2017	GWK_2017	Rebuttal work consisting of continued research on Durrance land sales.	1	\$155.00	\$155.00
Rebuttal	General time	09/28/2017	GWK_2017	Rebuttal work consisting of research on Durrance land sales.	3	\$155.00	\$465.00
Rebuttal	General time	10/02/2017	GWK_2017	Direction to Taylor regarding online research needed and write ups for Durrance sales.	0.25	\$155.00	\$38.75
Rebuttal	General time	10/03/2017	GWK_2017	Work session with Callan regarding rebuttal letter due date; correspondence with Callan's office regarding same.	0.25	\$155.00	\$38.75
Rebuttal	General time	10/16/2017	GWK_2017	Correspondence with Hall and Shannon regarding rebuttal information needed.	0.125	\$155.00	\$19.38
Deposition Preparation	General time	10/18/2017	GWK_2017	Deposition preparation consisting of correspondence with Callan's office regarding deposition date.	0.125	\$155.00	\$19.38
Deposition Preparation	General time	10/19/2017	GWK_2017	Deposition preparation consisting of work session with Engelmann and Fabian regarding direction for deposition notebook, land sales inspection folder and file	0.375	\$155.00	\$58.13

				maintenance work to be done; work session with Fabian regarding Hall rebuttal report update.			
Deposition Preparation	General time	10/24/2017	GWK_2017	Deposition preparation consisting of correspondence with Callan's office regarding petitioners request to produce; review document and begin preparing outline our working file to be transmitted.	0.25	\$155.00	\$38.75
Rebuttal	General time	10/24/2017	GWK_2017	Rebuttal work consisting of correspondence with Callan regarding Durrance sale back up and rebuttal research; review rebuttal research of Durrance sales.	0.375	\$155.00	\$58.13
Rebuttal	General time	10/25/2017	GWK_2017	Rebuttal work consisting of review of Hall's rebuttal report; review draft rebuttal report per Fabian and Engelmann and edits.	2.25	\$155.00	\$348.75
Rebuttal	General time	10/25/2017	GWK_2017	Rebuttal work consisting of work session with Callan, Engelmann, Fabian and Opsahl regarding status of our rebuttal letter and discussion of Durrance sales; correspondence with Callan regarding backup on Durrance sales; review and file documents.	1	\$155.00	\$155.00
Deposition Preparation	General time	10/25/2017	GWK_2017	Work session with Callan, Engelmann, Fabian and Opsahl regarding deposition preparation and status of delivery of our working file.	0.25	\$155.00	\$38.75
Rebuttal	General time	10/26/2017	GWK_2017	Work sessions with Fabian regarding rebuttal letter review and edits; correspondence with Callan's office regarding Durrance land sales information.	0.25	\$155.00	\$38.75
Deposition Preparation	General time	10/27/2017	GWK_2017	Deposition preparation consisting of review of letter of protection draft.	0.125	\$155.00	\$19.38

Deposition Preparation	General time	10/30/2017	GWK_2017	Deposition preparation consisting of correspondence with Callan's office regarding our invoice to date needed for potential last minute settlement; prepare invoice to date and send numbers to Callan.	0.75	\$155.00	\$116.25
Deposition Preparation	General time	10/30/2017	GWK_2017	Deposition preparation consisting of correspondence with Engelmann and Fabian regarding scheduling of market area and sales inspection.	0.125	\$155.00	\$19.38
Deposition Preparation	General time	10/31/2017	GWK_2017	Deposition preparation consisting of correspondence with Callan's office regarding notice to stop work.	0.125	\$155.00	\$19.38
Deposition Preparation	General time	10/31/2017	GWK_2017	Deposition preparation consisting of correspondence with Callan's office regarding Durrance Impact Study report and Hardgrove land planning report; review Durrance Impact Study and Hardgrove land planning reports.	1.25	\$155.00	\$193.75
Deposition Preparation	General time	10/31/2017	GWK_2017	Deposition preparation consisting of correspondence with Callan's office regarding CFX rebuttal documents and impact studies; review rebuttal and damage study documents and file.	3.5	\$155.00	\$542.50
Deposition Preparation	General time	11/01/2017	GWK_2017	Deposition preparation consisting of correspondence with Callan's office regarding notice that settlement negotiations fell through; begin finalizing file maintenance for production.	1	\$155.00	\$155.00
Deposition Preparation	General time	11/02/2017	GWK_2017	Deposition preparation consisting of work sessions with Engelmann regarding deposition binder, deposition	1.625	\$155.00	\$251.88

				preparation documents needed and electronic exchange progress update; correspondence with Callan's office regarding electronic file; file maintenance			
Deposition Preparation	General time	11/02/2017	GWK_2017	Deposition preparation consisting of work sessions with Engelmann and Fabian regarding their inspections and documents needed; direction to Poulus to prepare mapping and sales sheets for inspection book; review mapping and sales sheets.	1	\$155.00	\$155.00
Deposition Preparation	General time	11/02/2017	GWK_2017	Deposition preparation consisting of correspondence with Callan's office regarding Durrance updated appraisal and possible rebuttal report needed on new land sales used.	0.125	\$155.00	\$19.38
Deposition Preparation	General time	11/03/2017	GWK_2017	Deposition preparation consisting of correspondence with Callan's office; continued preparation of electronic data file for exchange; work sessions with Engelmann and Fabian regarding research needed and additional data for electronic data file.	5	\$155.00	\$775.00
Deposition Preparation	General time	11/04/2017	GWK_2017	Deposition preparation consisting of correspondence with Callan's office and work session with Engelmann regarding items still needed.	0.25	\$155.00	\$38.75
Deposition Preparation	General time	11/05/2017	GWK_2017	Deposition preparation consisting of correspondence with Callan's office and correspondence with Engelmann regarding items still needed.	0.25	\$155.00	\$38.75
Deposition Preparation	General time	11/06/2017	GWK_2017	Deposition preparation consisting of complete	6	\$155.00	\$930.00

				review of our hard file and electronic file, uploading to Dropbox, correspondence and work sessions with Callan's office regarding data and electronic file status and direction to Taylor on production of data.				
	Deposition Preparation	General time	11/07/2017	GWK_2017	Deposition preparation consisting of work session with Callan and Opsahl regarding our sales and Durrance deposition; correspondence with Callan's office regarding new information; continued file maintenance; work sessions with Engelmann and Fabian.	5	\$155.00	\$775.00
	Deposition Preparation	General time	11/08/2017	GWK_2017	Deposition preparation consisting of work sessions with Engelmann regarding other CFX appraisals and per acre pricing; correspondence with Callan's office regarding Durrance rebuttal information; review all new Durrance rebuttal information; file prep.	4.25	\$155.00	\$658.75
	Deposition Preparation	General time	11/09/2017	GWK_2017	Deposition preparation consisting of continued file maintenance per Engelmann of his deposition file; work sessions with Engelmann regarding file maintenance; correspondence with Callan's office that case settled.	1	\$155.00	\$155.00
					Person subtotal	65		\$9,757.50
Jann Poulos	Market Area Research	General time	11/23/2016	JP	Work sessions with Fabian, Engelmann, and Kane regarding market data needed on land sales; begin research on established and proposed subdivisions for end unit pricing, lot sales, and absorption.	4	\$95.00	\$380.00

	Market Area Research	General time	11/28/2016	JP	Continued research on established and proposed subdivisions for end unit pricing, lot sales, and absorption.	1.5	\$95.00	\$142.50
	Market Area Research	General time	11/29/2016	JP	Complete research on established and proposed subdivisions for end unit pricing, lot sales, and absorption; work session with Engelmann on presentation format and findings.	0.75	\$95.00	\$71.25
	Administrative	General time	11/03/2017	JP	Research Hillside at Wekiva for MCE (Everly) and the six comps	3	\$95.00	\$285.00
					Person subtotal	9.25		\$878.75
Joan Black	Work Session	General time	12/22/2015	JB	Work session with Kane and Pagliaro regarding correspondence with Callan's office consisting of new information and data direction to review and file.	0.125	\$95.00	\$11.88
John Fabian	Work Session	General time	01/18/2016	JRF_2016	Work session with Kane, Worley and Engelmann status of the case and case direction	0.25	\$185.00	\$46.25
	Sales Research	General time	01/25/2016	JRF_2016	Work session with Pagliaro regarding land sales research.	0.125	\$185.00	\$23.13
	Expert Report Review	General time	02/01/2016	JRF_2016	Read other experts reports and set up report files.	2.5	\$185.00	\$462.50
	Appraisal Analysis and Report Writing	General time	02/04/2016	JRF_2016	Begin draft appraisal setup and writing; review subject data; work session with Pagliaro regarding sales data research.	4.75	\$185.00	\$878.75
	Work Session	General time	02/05/2016	JRF_2016	Work session with Callan, Kane and Pagliaro regarding case.	0.5	\$185.00	\$92.50
	Appraisal Analysis and Report Writing	General time	02/05/2016	JRF_2016	Continue writing draft appraisal writing.	2.25	\$185.00	\$416.25
	Preliminary Analysis and Estimates	General time	02/17/2016	JRF_2016	Read Duranc� appraisal and other expert reports; continued draft appraisal and analysis.	4.75	\$185.00	\$878.75
	Work Session	General	03/28/2016	JRF_2016	Work session with Kane	0.125	\$185.00	\$23.13

	time			and Engelmann regarding status of case.			
Subject Property Research	General time	03/30/2016	JRF_2016	Review opposing expert reports and prepare maps for inspection of subject, land sales to date, opposing appraiser land sales and market data.	0.75	\$185.00	\$138.75
Inspection	General time	03/31/2016	JRF_2016	Inspect subject property and surrounding market area, land sales to date, opposing appraisal land sales, etc.	1.5	\$185.00	\$277.50
Initial File Set Up	General time	04/01/2016	JRF_2016	Add inspection photographs and market data to data file.	0.5	\$185.00	\$92.50
Correspondence	General time	05/11/2016	JRF_2016	Correspondence with Engelmann and Kane regarding scheduling of work session.	0.125	\$185.00	\$23.13
Correspondence	General time	05/12/2016	JRF_2016	Correspondence with Engelmann and Kane regarding scheduling of work session.	0.125	\$185.00	\$23.13
Correspondence	General time	05/13/2016	JRF_2016	Correspondence with Engelmann and Kane regarding scheduling of work session.	0.125	\$185.00	\$23.13
Work Session	General time	05/17/2016	JRF_2016	Work session with Callan, Engelmann, and Fabian regarding update of case, market area data, timeline for appraisal and other expert due dates, and court mandated dates.	0.5	\$185.00	\$92.50
Work Session	General time	08/11/2016	JRF_2016	Work session with Kane regarding land sales research needed and timeline.	0.25	\$185.00	\$46.25
Work Session	General time	08/29/2016	JRF_2016	Work session with Kane and Pagliaro regarding status of case; direction from Kane on land sales needed to be researched and verified, and other expert report deadlines.	0.25	\$185.00	\$46.25
Work Session	General time	09/19/2016	JRF_2016	Work sessions with Kane and Pagliaro regarding current status of land sales.	0.5	\$185.00	\$92.50
Appraisal	General	09/23/2016	JRF_2016	Review previous draft	2.75	\$185.00	\$508.75

Analysis and Report Writing	time			report. Read Anderson deposition. Work session with Katie Shannon regarding land planning. Make revisions to draft based on new data.			
Work Session	General time	10/16/2016	JRF_2016	Work session with Engelmann and Kane regarding draft appraisal timeline and case status.	0.25	\$185.00	\$46.25
Work Session	General time	11/03/2016	JRF_2016	Work session with Kane, Callan, Hall and other experts regarding case.	0.5	\$185.00	\$92.50
Appraisal Analysis and Report Writing	General time	11/16/2016	JRF_2016	Review planning report and opposing reports; review market area data and update draft appraisal; work session with Kane and Engelmann regarding draft and timeline.	4.75	\$185.00	\$878.75
Appraisal Analysis and Report Writing	General time	11/17/2016	JRF_2016	Continue revising draft appraisal; additional land sales search and analysis.	2.5	\$185.00	\$462.50
Appraisal Analysis and Report Writing	General time	11/18/2016	JRF_2016	Further analysis of researched land sales. Work session with Callan and Kane. Additional highest and best use analysis.	2.5	\$185.00	\$462.50
Appraisal Analysis and Report Writing	General time	11/19/2016	JRF_2016	Continue writing draft report focusing on after valuation and damage studies; edits to land sale write ups.	8	\$185.00	\$1,480.00
Appraisal Analysis and Report Writing	General time	11/20/2016	JRF_2016	Continue writing report, focusing on damage studies and after valuation.	8	\$185.00	\$1,480.00
Work Session	General time	11/21/2016	JRF_2016	Work session with Pagliaro regarding research of additional residential sales and data from Callan.	0.5	\$185.00	\$92.50
Work Session	General time	11/22/2016	JRF_2016	Work session with Kane regarding timeline for delivery of appraisal and additional land sales research.	0.125	\$185.00	\$23.13
Work Session	General time	11/23/2016	JRF_2016	Work sessions with Poulos, Engelmann, and Kane regarding market	0.25	\$185.00	\$46.25

					data needed on land sales.			
Appraisal Analysis and Report Writing	General time	11/28/2016	JRF_2016		Continued report writing.	4.25	\$185.00	\$786.25
Appraisal Analysis and Report Writing	General time	11/29/2016	JRF_2016		Continue sales analysis and prepare land adjustment grid in report.	1.25	\$185.00	\$231.25
Work Session	General time	11/29/2016	JRF_2016		Work session with Kane, Pagliaro and Callan regarding status of the case and land sales considered; review all land sales with Pagliaro prior to work session with Callan.	1.25	\$185.00	\$231.25
Appraisal Analysis and Report Writing	General time	11/30/2016	JRF_2016		Continue land sales sales analysis section; complete adjustment grid and bracketing table; work session with Pagliaro regarding various sales; work sessions with Kane and Engelmann regarding review and delivery of final report.	5	\$185.00	\$925.00
Work Session	General time	12/01/2016	JRF_2016		Work sessions with Callan and Rathbone regarding case strategy; additional review of Hall report; work session with Engelmann and Kane regarding land sales research and verification; continued report writing.	5	\$185.00	\$925.00
Work Session	General time	12/02/2016	JRF_2016		Work sessions with Engelmann, Kane and Callan regarding final edits to report. Add additional sale and continued report writing.	4.25	\$185.00	\$786.25
Work Session	General time	12/12/2016	JRF_2016		Work session with Rathbone regarding completion of other expert reports and our appraisal timing.	0.5	\$185.00	\$92.50
Appraisal Analysis and Report Writing	General time	12/28/2016	JRF_2016		Work sessions with Kane regarding planning and annexation exhibits; correspondence with Callan's office regarding annexation exhibits for report.	0.25	\$185.00	\$46.25

Appraisal Analysis and Report Writing	General time	01/01/2017	JRF_2017	Edits to appraisal report.	2.25	\$200.00	\$450.00
Appraisal Analysis and Report Writing	General time	01/12/2017	JRF_2017	Complete report, made available for Engelmann review; work sessions with Engelmann regarding his review; edits to appraisal.	6.25	\$200.00	\$1,250.00
Work Session	General time	01/13/2017	JRF_2017	Work session with Tom Callan regarding report and delivery.	0.5	\$200.00	\$100.00
Mediation Preparation	General time	04/18/2017	JRF_2017	Work session with Tom Callan regarding report and mediation.	2.25	\$200.00	\$450.00
Work Session Preparation	General time	04/18/2017	JRF_2017	Prepare for work session with Tom Callan. Review appraisal report and engineering and land planning data.	0.75	\$200.00	\$150.00
Mediation Preparation	General time	05/08/2017	JRF_2017	Review Jim Halls report and land planning analysis.	0.5	\$200.00	\$100.00
Mediation Preparation	General time	05/10/2017	JRF_2017	Work session with Callan regarding mediation preparation and status.	0.25	\$200.00	\$50.00
Mediation Preparation	General time	07/31/2017	JRF_2017	Work session with Callan regarding mediation and holding period; review of appraisal.	0.5	\$200.00	\$100.00
Rebuttal	General time	09/19/2017	JRF_2017	Work session regarding rebuttal report for FDOT appraisers sales.	0.5	\$200.00	\$100.00
Rebuttal	General time	09/21/2017	JRF_2017	Work session regarding timing of completing report and delivery to client. Additional discussion concerning market participant interviews.	0.125	\$200.00	\$25.00
Rebuttal	General time	09/21/2017	JRF_2017	Read Durance's report. Copy sales out of his report and prepare for rebuttal research. Read other rebuttal reports regarding similar sales in the area. Begin rebuttal research.	4	\$200.00	\$800.00
Rebuttal	General time	09/22/2017	JRF_2017	Work session with Katie Shannon regarding their rebuttal work on sales.	0.25	\$200.00	\$50.00

Rebuttal	General time	09/25/2017	JRF_2017	Work session regarding case strategy with Kane and Engelmann.	0.25	\$200.00	\$50.00
Rebuttal	General time	09/25/2017	JRF_2017	Read our previous and client provided rebuttal reports for reference. Review Durance's sales and highest and best use portions of his report. Begin writing rebuttal/review report.	3.625	\$200.00	\$725.00
Rebuttal	General time	10/10/2017	JRF_2017	Work session with Tom Callan regarding status of rebuttal letter.	0.5	\$200.00	\$100.00
Rebuttal	General time	10/10/2017	JRF_2017	Work session with Kane regarding status of rebuttal report.	0.15	\$200.00	\$30.00
Rebuttal	General time	10/12/2017	JRF_2017	Continue analyzing Durance sales. Work session with Kane regarding progress of rebuttal.	6.25	\$200.00	\$1,250.00
Rebuttal	General time	10/13/2017	JRF_2017	Review land sales research on Durance's sales. Work session with Kane regarding data research. Continue writing rebuttal report.	8.5	\$200.00	\$1,700.00
Rebuttal	General time	10/14/2017	JRF_2017	Continue writing rebuttal report. Waiting for Jim Hall rebuttal data.	5.375	\$200.00	\$1,075.00
Rebuttal	General time	10/19/2017	JRF_2017	Work session with Kane and Engelmann regarding progress update on rebuttal letter.	0.25	\$200.00	\$50.00
Deposition Preparation	General time	10/20/2017	JRF_2017	Review data file for other expert reports and make ready for deposition workbook. Work session Katie Shannon regarding their report. Additional research on Sale 6.	1.75	\$200.00	\$350.00
Deposition Preparation	General time	10/24/2017	JRF_2017	Read Doherty deposition and review various exhibits from the deposition.	0.75	\$200.00	\$150.00
Deposition Preparation	General time	10/25/2017	JRF_2017	Work session with Callan, Engelmann, Kane and Opsahl regarding deposition preparation timing and due dates.	0.25	\$200.00	\$50.00
Rebuttal	General	10/25/2017	JRF_2017	Complete rebuttal review	1.75	\$200.00	\$350.00

	time			and provide for internal review.			
Rebuttal	General time	10/25/2017	JRF_2017	Work session with Callan, Engelmann, Kane and Opsahl regarding Jim Hall's rebuttal report and inclusion of that data into our rebuttal report.	0.25	\$200.00	\$50.00
Rebuttal	General time	10/26/2017	JRF_2017	Edit rebuttal report based on internal review comments. Prepare for delivery to client.	2.625	\$200.00	\$525.00
Rebuttal	General time	10/26/2017	JRF_2017	Work session with Tom Callan regarding rebuttal report. Make changes to report based on Jim Hall's report.	3.625	\$200.00	\$725.00
Rebuttal	General time	10/27/2017	JRF_2017	Final edits to Rebuttal report, prepare for delivery to Callan; work sessions with Engelmann regarding rebuttal report and work sessions with Callan.	1.25	\$200.00	\$250.00
Deposition Preparation	General time	11/02/2017	JRF_2017	Read rebuttal reports from Hargrove and Durrance. Prepare Durrance land sales map in preparation for inspection on Friday, November 3.	4	\$200.00	\$800.00
Deposition Preparation	General time	11/03/2017	JRF_2017	Inspection of our land comparables (Engelmann and myself) as well as Durrance land comparables.	9	\$200.00	\$1,800.00
Deposition Preparation	General time	11/06/2017	JRF_2017	Download FSVA and Durrance sale comp photos into work file. Review additional Durrance land comparables.	2	\$200.00	\$400.00
Deposition Preparation	General time	11/06/2017	JRF_2017	Work session with Kane and Engelmann	0.375	\$200.00	\$75.00
Deposition Preparation	General time	11/06/2017	JRF_2017	Read rebuttal documents provided by client. Print documents and prepare the data for our own rebuttal response. Work sessions with Kane, Engelmann and Logan.	3.5	\$200.00	\$700.00
Deposition Preparation	General time	11/06/2017	JRF_2017	Read our appraisal report, as well as	3.5	\$200.00	\$700.00

					Durrance rebuttal. Prepare an outline for Engelmann, regarding rebuttal and how it relates to our report and our findings on his report and land sales.			
	Deposition Preparation	General time	11/07/2017	JRF_2017	Prepare breakdown of damages that were applied to the after subject parent tract; update our damage study findings after review of CFV experts damage studies.	3	\$200.00	\$600.00
	Deposition Preparation	General time	11/08/2017	JRF_2017	Work sessions with Callan and Engelmann regarding deposition preparation.	0.75	\$200.00	\$150.00
	Deposition Preparation	General time	11/08/2017	JRF_2017	Lot residual analysis.	0.5	\$200.00	\$100.00
					Person subtotal	153.65		\$29,653.75
Justin Cloonen	Work Session	General time	12/02/2016	JC_2016	Work session with Kane regarding edits needed to land sale write ups and research file; edits to land sales per Kane.	0.5	\$95.00	\$47.50
Laura Taylor	Rebuttal	General time	10/02/2017	LT	Land sales research and write ups for rebuttal data per George Kane.	4	\$95.00	\$380.00
	Rebuttal	General time	10/03/2017	LT	Land sales research and write ups for rebuttal data per George Kane.	2.75	\$95.00	\$261.25
	Deposition Preparation	General time	11/06/2017	LT	Comply with subpoena by preparing files and printing reports for deposition preparation per George Kane and Martin Engelmann.	2.5	\$95.00	\$237.50
					Person subtotal	9.25		\$878.75
Martin Engelmann	Correspondence	General time	12/04/2015	MCE_2015_Standard	Multiple work sessions with Callan and his legal assistant regarding terms of engagement, hourly rate schedule, and retention letter.	0.25	\$365.00	\$91.25
	Work Session	General time	12/07/2015	MCE_2015_Standard	Work session with Kane regarding new assignment and direction and scope of assignment.	0.125	\$365.00	\$45.63
	Correspondence	General	12/09/2015	MCE 2015 Standard	Correspondence with	0.125	\$365.00	\$45.63

		time		Counsel's assistant regarding meeting time and my availability.			
Correspondence	General time	12/15/2015	MCE_2015_Standard	Correspondence with Counsel's assistant regarding data for review file receive and review Construction Plans for intersystem system.	0.375	\$365.00	\$136.88
Work Session	General time	12/15/2015	MCE_2015_Standard	Work session with Callan, property owner and experts; initial subject property inspection along with market area.	2.5	\$365.00	\$912.50
Correspondence	General time	12/16/2015	MCE_2015_Standard	Correspondence with Joshua Harris, Engineer.	0.125	\$365.00	\$45.63
Work Session	General time	01/18/2016	MCE_2016_Standard	Work session with Kane, Worley and Fabian.	0.25	\$365.00	\$91.25
Correspondence	General time	02/01/2016	MCE_2016_Standard	Correspondence with Counsel's legal assistant regarding case.	0.125	\$365.00	\$45.63
Correspondence	General time	02/05/2016	MCE_2016_Standard	Correspondence with Callan's office regarding progress of development near subject property; review rendering regarding SR 429 ramps (progress status shot) from Robert Scott.	0.125	\$365.00	\$45.63
Correspondence	General time	02/26/2016	MCE_2016_Standard	Correspondence with Callan's office regarding trial orders, scheduling work session with Callan regarding trial orders, and review of order.	0.5	\$365.00	\$182.50
Inspection	General time	03/24/2016	MCE_2016_Standard	Inspection of subject property, market area and preliminary comparable sales.	1	\$365.00	\$365.00
Work Session	General time	03/28/2016	MCE_2016_Standard	Work session with Kane and Fabian regarding case status and timelines.	0.125	\$365.00	\$45.63
Correspondence	General time	05/11/2016	MCE_2016_Standard	Correspondence with Kane and Fabian regarding scheduling of work session.	0.125	\$365.00	\$45.63
Correspondence	General time	05/12/2016	MCE_2016_Standard	Correspondence with Kane and Fabian regarding scheduling of work session.	0.125	\$365.00	\$45.63
Correspondence	General	05/13/2016	MCE_2016_Standard	Correspondence with	0.125	\$365.00	\$45.63

		time			Kane and Fabian regarding scheduling of work session.			
Work Session	General time	05/17/2016	MCE_2016_Standard		Work session with Counsel, Kane and Fabian regarding case status and court mandated dates.	0.5	\$365.00	\$182.50
Correspondence	General time	05/18/2016	MCE_2016_Standard		Correspondence with Counsel's office regarding other expert and City of Apopka employee's depositions and other expert reports on adjacent properties with takings.	0.375	\$365.00	\$136.88
Correspondence	General time	05/20/2016	MCE_2016_Standard		Correspondence with Counsel's office regarding Dreggors and Hall's reports regarding the Hatcher case. Casual look through said reports.	0.5	\$365.00	\$182.50
Correspondence	General time	06/28/2016	MCE_2016_Standard		Receive Petitioner's Interrogatories to responses	0.25	\$365.00	\$91.25
Correspondence	General time	06/30/2016	MCE_2016_Standard		Receive various documents via Dropbox from Counsel including Drainage Plans, Appraisal reports, and Geotechnical Reports.	0.25	\$365.00	\$91.25
Correspondence	General time	07/06/2016	MCE_2016_Standard		Correspondence with Counsel legal assistant.	0.125	\$365.00	\$45.63
Inspection of Comparables	General time	09/18/2016	MCE_2016_Standard		Conduct inspection of land comparables being considered in draft appraisal.	2	\$365.00	\$730.00
Work Session	General time	10/16/2016	MCE_2016_Standard		Work session with Kane and Fabian regarding draft appraisal timeline and case status.	0.25	\$365.00	\$91.25
Correspondence	General time	10/29/2016	MCE_2016_Standard		Correspondence with Counsel and experts regarding upcoming work session	0.25	\$365.00	\$91.25
Work Session	General time	11/23/2016	MCE_2016_Standard		Work sessions with Poulos, Engelmann, and Kane regarding market data needed on land sales.	0.25	\$365.00	\$91.25
Market Area Research	General time	11/29/2016	MCE_2016_Standard		Work session with Poulos on presentation format	0.5	\$365.00	\$182.50

				and findings; review market data and land sales.			
Expert Report Review	General time	11/30/2016	MCE_2016_Standard	Read preliminary engineering report and related exhibits prepared by Dan Morris; work session with Kane and Fabian regarding appraisal due date.	1.5	\$365.00	\$547.50
Work Session	General time	12/01/2016	MCE_2016_Standard	Work sessions with Fabian and Kane regarding land sales research and verification.	1	\$365.00	\$365.00
Work Session	General time	12/02/2016	MCE_2016_Standard	Work sessions with Callan, Fabian and Kane regarding sales and draft appraisal review.	0.5	\$365.00	\$182.50
Internal Appraisal Review	General time	12/03/2016	MCE_2016_Standard	Complete review of draft appraisal.	4.25	\$365.00	\$1,551.25
Correspondence	General time	12/12/2016	MCE_2016_Standard	Correspondence with Callan's office regarding setting up work session with property owners.	0.125	\$365.00	\$45.63
Internal Appraisal Review	General time	01/12/2017	MCE_2017_Standard	Review final appraisal; work sessions with Fabian regarding review of appraisal.	3.25	\$375.00	\$1,218.75
Correspondence	General time	01/30/2017	MCE_2017_Standard	Multiple correspondence with Counsel's legal assistant regarding future availability (2018) towards setting dates for trial.	0.25	\$375.00	\$93.75
Correspondence	General time	02/02/2017	MCE_2017_Standard	Receive and review Stipulated Case Management Order; trial is set for February 26, 2018 in front of Judge Christi Underwood.	0.25	\$375.00	\$93.75
Work Session	General time	08/02/2017	MCE_2017_Standard	Work session with Kane and Fabian regarding mediation not settling; need to being Rebuttal work.	0.5	\$375.00	\$187.50
Rebuttal	General time	09/19/2017	MCE_2017_Standard	Work session with Tom Callan, Fabian, and Kane regarding rebuttal work necessary associated with Durrance appraisal report.	0.5	\$375.00	\$187.50
Work Session	General	09/19/2017	MCE_2017_Standard	Work session with Callan,	0.5	\$375.00	\$187.50

	time			Kane and Fabian regarding case status, rebuttal report timeline and strategy.			
Rebuttal	General time	09/25/2017	MCE_2017_Standard	Work session regarding case strategy and related Rebuttal work needed per the request of Tom Callan with Kane and Fabian.	0.25	\$375.00	\$93.75
Rebuttal	General time	09/25/2017	MCE_2017_Standard	Work session regarding case strategy with Kane and Fabian.	0.25	\$375.00	\$93.75
Deposition Preparation	General time	10/19/2017	MCE_2017_Standard	Deposition preparation consisting of work session with Kane and Fabian regarding direction for deposition notebook, land sales inspection folder; work on rebuttal report.	0.5	\$375.00	\$187.50
Rebuttal	General time	10/19/2017	MCE_2017_Standard	Work session with Kane and Fabian regarding progress update on rebuttal letter.	0.25	\$375.00	\$93.75
Deposition Preparation	General time	10/25/2017	MCE_2017_Standard	Work session with Callan, Fabian, Kane and Opsahl regarding timeline for my deposition scheduled for 12/10/17 in Orlando and related preparation.	0.25	\$375.00	\$93.75
Rebuttal	General time	10/25/2017	MCE_2017_Standard	Work session with Callan, Kane, Fabian and Opsahl regarding our rebuttal report on Durrance and discussion of his comparable sales; correspondence with Callan regarding backup on Durrance sales.	1	\$375.00	\$375.00
Rebuttal	General time	10/25/2017	MCE_2017_Standard	Work session with Callan, Fabian, Kane and Opsahl regarding Hall's rebuttal report on Durrance's land sales and delivery of our rebuttal letter.	0.25	\$375.00	\$93.75
Rebuttal	General time	10/26/2017	MCE_2017_Standard	Rebuttal work consisting of review of Hall's rebuttal work he prepared on Durrance's land sales.	0.5	\$375.00	\$187.50
Rebuttal	General time	10/27/2017	MCE_2017_Standard	Work sessions with Fabian regarding review of rebuttal report and edits; review of rebuttal	1.5	\$375.00	\$562.50

					letter.			
	Deposition Preparation	General time	11/02/2017	MCE_2017_Standard	Deposition preparation consisting of multiple work sessions with Kane and Fabian regarding upcoming inspections and documents needed; direction to Poulos to prepare mapping and sales sheets for inspection book; review mapping and sales sheets.	1	\$375.00	\$375.00
	Deposition Preparation	General time	11/03/2017	MCE_2017_Standard	Inspection of our land sales along with opposing appraiser, Chad Durrance's land comparables; reinspection of subject property and photographs of new Beltway.	9	\$375.00	\$3,375.00
	Deposition Preparation	General time	11/04/2017	MCE_2017_Standard	Begin deposition preparation.	1.5	\$375.00	\$562.50
	Deposition Preparation	General time	11/05/2017	MCE_2017_Standard	Continued deposition preparation.	6	\$375.00	\$2,250.00
	Deposition Preparation	General time	11/06/2017	MCE_2017_Standard	Continued deposition preparation.	4	\$375.00	\$1,500.00
	Deposition Preparation	General time	11/07/2017	MCE_2017_Standard	Continued deposition preparation.	5	\$375.00	\$1,875.00
	Deposition Preparation	General time	11/08/2017	MCE_2017_Standard	Continued deposition preparation.	5.5	\$375.00	\$2,062.50
	Deposition Preparation	General time	11/09/2017	MCE_2017_Standard	Continued deposition preparation; client called to announce case had settled just prior to my deposition.	3	\$375.00	\$1,125.00
					Person subtotal	63.625		\$23,673.13
Stephen Pagliaro	Subject Property Research	General time	12/14/2015	SMP_2015	Subject property research; download data from Callan; work session with Engelmann and Kane regarding case, time frames and research needed.	4	\$155.00	\$620.00
	Other Expert Report Review	General time	12/15/2015	SMP_2015	Edits to the mapping file; review of CFX/Durrance report; work session with Engelmann regarding his meeting with the client and subject inspection; instruction on sales research and studies	2.25	\$155.00	\$348.75

				needed and on a follow up re-inspection of the subject			
Sales Research	General time	12/16/2015	SMP_2015	CoStar land sales research, verification and review in-house sales data.	3.75	\$155.00	\$581.25
Work Session	General time	12/22/2015	SMP_2015	Work session with Black and Kane regarding correspondence with Callan's office consisting of new information and data direction to review and file.	0.125	\$155.00	\$19.38
Sales Research	General time	01/05/2016	SMP_2016	Land sales research, mapping, deed plotting, and write ups.	3.5	\$155.00	\$542.50
Sales Research	General time	01/11/2016	SMP_2016	Land sales research, mapping, deed plotting, and write ups.	2.5	\$155.00	\$387.50
Sales Research	General time	01/14/2016	SMP_2016	Land sales research, mapping, deed plotting, and write ups.	2.5	\$155.00	\$387.50
Sales Research	General time	01/16/2016	SMP_2016	Land sales research, mapping, deed plotting, and write ups; edits to land sale write ups.	2.5	\$155.00	\$387.50
Sales Research	General time	01/25/2016	SMP_2016	Work session with Fabian regarding land sales research. Edits to land sales database information	2.5	\$155.00	\$387.50
Sales Research - Write Up	General time	02/03/2016	SMP_2016	Land sales research and edits to the data base information	1.5	\$155.00	\$232.50
Work Session	General time	02/04/2016	SMP_2016	Work session with Fabian regarding land sale research	0.25	\$155.00	\$38.75
Work Session	General time	02/05/2016	SMP_2016	Work session with Callan, Fabian and Kane regarding case.	0.5	\$155.00	\$77.50
Executive Summary	General time	02/10/2016	SMP_2016	Draft executive Summary of subject data and of CFX/Chad Durrance appraisal report for the file	2	\$155.00	\$310.00
Executive Summary	General time	02/11/2016	SMP_2016	Complete draft executive summary of subject data and of CFX/Chad Durrance appraisal report for the file	2.25	\$155.00	\$348.75

Inspection	General time	07/03/2016	SMP_2016	Inspection of the subject and market area	0.5	\$155.00	\$77.50
Work Session	General time	08/29/2016	SMP_2016	Work sessions with Fabian and Kane regarding status of case; direction from Kane on land sales needed to be researched and verified, and other expert report deadlines.	0.25	\$155.00	\$38.75
Sales Research	General time	09/10/2016	SMP_2016	Land sales research	2.5	\$155.00	\$387.50
Sales Research	General time	09/11/2016	SMP_2016	Land sales research; map considered land sales and copy to data files	3.5	\$155.00	\$542.50
Work Session	General time	09/19/2016	SMP_2016	Work sessions with Kane and Fabian regarding current status of land sales.	0.5	\$155.00	\$77.50
Sales Research	General time	09/20/2016	SMP_2016	Review additional land sales for consideration	1.25	\$155.00	\$193.75
Sales Research	General time	09/21/2016	SMP_2016	Land sales research	0.75	\$155.00	\$116.25
Sales Research - Write Up	General time	09/22/2016	SMP_2016	Land Sales Research and edits to data base	3.625	\$155.00	\$561.88
Sales Research - Write Up	General time	09/23/2016	SMP_2016	Land Sales Research and edits to data base	3.75	\$155.00	\$581.25
Sales Research - Write Up	General time	09/26/2016	SMP_2016	Land Sales Research and edits to data base	2.75	\$155.00	\$426.25
Sales Research	General time	11/21/2016	SMP_2016	Sales research of the Avalon Properties to Lennar land sales along the west side of Avalon Road	2.25	\$155.00	\$348.75
Work Session	General time	11/21/2016	SMP_2016	Work session with Fabian regarding land sales research to data and review of data from Callan.	0.5	\$155.00	\$77.50
Sales Research	General time	11/22/2016	SMP_2016	Land sales research	3.25	\$155.00	\$503.75
Sales Research	General time	11/23/2016	SMP_2016	Land sales research	3.25	\$155.00	\$503.75
Sales Research	General time	11/26/2016	SMP_2016	Land sales research	2.25	\$155.00	\$348.75
Sales Research	General time	11/27/2016	SMP_2016	Land sales research	2.25	\$155.00	\$348.75

Work Session	General time	11/29/2016	SMP_2016	Work sessions with Callan, Fabian and Kane regarding status of case and land sales research considered.	0.675	\$155.00	\$104.63
Sales Research	General time	11/29/2016	SMP_2016	Land sales research	0.75	\$155.00	\$116.25
Work Session	General time	11/30/2016	SMP_2016	Work session with Fabian regarding various sales.	0.125	\$155.00	\$19.38
Market Area Research	General time	12/02/2016	SMP_2016	Research into the estimated completion dates for the remaining segments of the parkway.	0.5	\$155.00	\$77.50
Person subtotal					65.3		\$10,121.50

Subtotal					368.2		\$75,225.25
Total amount payable							\$75,225.25

Please reference our File No. to ensure proper credit

Payment for services due upon receipt of invoice.

After 30 days a charge of 1.5% per month will be assessed on the unpaid balance.

EXHIBIT C

please make checks payable to:

m e i civil, LLC

964 Lake Baldwin Lane., Suite 200

Orlando, FL 32814

407-893-6894

fax 407-893-6851

www.meicivil.com

bill to:

Thomas P. Callan, Esquire
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806

Invoice Date: 11/9/2017

Invoice Number: 193021H-1

Invoice Amount Due: **\$35,067.38**

**JOB: SR 429, Wekiva Parkway, Parcel 242
Everly
Engineering Analysis**

Description	Hours	Rate	Fee	Total
Principal (DLM)	92.5	\$285.00	\$26,362.50	\$26,362.50
Senior Project Manager (KSH)	3.5	\$225.00	\$787.50	\$787.50
Project Engineer (BPB)	12.5	\$165.00	\$2,062.50	\$2,062.50
Senior Designer (JRR)	31.0	\$135.00	\$4,185.00	\$4,185.00
Subtotal				\$33,397.50
Expenses (5%)				\$1,669.88
Total Fee Due				\$35,067.38

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for Daniel L. Morris, P.E.

193021h

Job Name SR429-204, P242, Everly

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
1/4/2015	4.5		study 100% construction plans, assembly plan sheets associated with property.
12/15/2015	4.0		prepare for and attend meeting with owner, experts and attorney, coordinate preliminary exhibit preparation
1/12/2016	2.5		coordination with animator, provide numerous elevation points.
1/18/2016	4.5		review cross section elevations and send to animator
1/28/2016	6.0		review roadway plans and appraisal reports, prepare for and attend meeting with appraiser and attorney
8/1/2016	8.0		analysis of impacts, preliminary engineering report
8/16/2016	8.5		analysis of partial cure, preliminary engineering report and coordinating exhibit preparation
8/17/2016	4.0		send draft PER to attorney, along with exhibits, CFX construction plans
11/4/2016	4.0		prepare for and attend site visit / meeting with owner
11/22/2016	8.0		send draft PER to attorney, along with exhibits, CFX construction plans
5/15/2017	6.0		review plans and prepare supplemental report
5/16/2017	4.0		review AFC plans and finalize supplemental report
5/22/2017	2.0		site visit to observe power pole and driveway
5/30/2017	9.0		review AFC plans and 3D graphics, summary report
5/31/2017	9.5		finalize addendum / summary of design features to preliminary engineering report added plan sheet references to summary report
6/7/2017	2.5		prepare for and attend meeting with graphic expert
6/26/2017	1.5		review latest graphic expert exhibit with power pole
10/30/2017	4.0		prepare for and attend deposition

Total Hours: 92.5

Work Descriptions for Kevin S. Hebert, PE

193021H

Job Name SR 429, Everly, 3100 Ondich Rd, Apopka

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
8/19/2016	0.5	Intro
8/24/2016	2.0	Cost analysis and review
8/31/2016	1.0	Cost review and analysis
<i>Total Hours:</i>	3.5	

Work Descriptions for Brad P. Baskind, EI

193021H

Job Name *SR429 Everly*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
8/17/2016	1.5	Extracting Plans
8/24/2016	4.0	Analysis of condemning authority's appraisal estimate. Provided opinion of probable cost for the area of take and partial cure plan.
11/4/2016	4.0	Site visit to observe existing conditions
11/22/2016	3.0	Verify Cost Estimate
Total Hours:	12.5	

Work Descriptions for John R. Russell

193021H

Job Name *Wekiva Parkway Everly*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
12/14/2015	4.5		Draft Roadway Plans
12/14/2015	2.5		Draft Boundary & Right of Way Area of Take
12/14/2015	2.0		Draft Boundary Before Conditions
12/14/2015	1.5		Draft Roadway Plans - Shading & Hatching
12/15/2015	1.5		Check Plot & Adjust Exhibits
12/15/2015	2.0		Combine Base Files & Create Exhibit Sheets
12/15/2015	3.0		Draft Boundary & Right of Way After Conditions
12/15/2015	0.5		Engineer Comments
8/2/2016	2.0		Calculate & Adjust Before Conditions Per Appraisal Report
8/2/2016	2.0		USGS, Site Aerial, FEMA & Location Map Exhibits
8/2/2016	1.0		Calculate & Adjust OverAll Uncured Conditions Per Appraisal Report
8/2/2016	2.0		Calculate & Adjust Uncured Conditions Per Appraisal Report
8/2/2016	2.0		Calculate & Adjust Area of Take Per Appraisal Report
8/16/2016	2.0		Partial Cure Plan
11/22/2016	1.0		Revise Partial Cure Plan
5/16/2017	1.5		Create Expy Const Within AOT Exhibit
Total Hours:	31.0		

EXHIBIT D



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9735
Invoice Date: 4/21/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Everly Attn: Tom Callan, Esq., Stephanie Tate and Melanie Richmond			
R. Scott - site location photos and video shoot on April 16, 2015 and editing and video stabilization in studio.	4	185.00	740.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$740.00
Payments/Credits	\$0.00
Balance Due	\$740.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9743
Invoice Date: 6/30/2015



Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Everly Attn: Tom Callan, Esq., Stephanie Tate and Melanie Richmond R. Scott, Project Management and staff orientation for 3D animation and Client meeting with team	10	185.00	1,850.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,850.00
Payments/Credits	\$0.00
Balance Due	\$1,850.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9751
Invoice Date: 8/31/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Everly Attn: Mr. Tom Callan, Esq., Stephanie Tate and Melanie Richond			
Layout and beginning 3D environment modeling for upcoming visualizations and animation for the month of August, 2015 - Staff	21.5	185.00	3,977.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$3,977.50
Payments/Credits	\$0.00
Balance Due	\$3,977.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9765
Invoice Date: 1/4/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Everly Attn: Mr. Tom Callan, Esq., Melanie Tate and Katherine Ewing			
Development of 3D model of SR 429 at subject property with on/off ramps, including computer modeling and test rendering through December, 2015	21	185.00	3,885.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$3,885.00
Payments/Credits	\$0.00
Balance Due	\$3,885.00



Juris Corporation
 255 South Orange Avenue
 Suite 101
 Orlando, FL 32801
 407-648-0405

Invoice #: 9767
 Invoice Date: 2/2/2016

Bill To:

Thomas P. Callan, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
<p>Case: Everly Attn: Mr. Tom Callan, Esq., Stephanie Tate and Katherine Ewing</p> <p>For work performed in the month of January, 2016 on 3D model and visualizations on SR 429 and ramps at the Everly property.</p>			
R. Scott, Project Management	45	185.00	8,325.00
Technical Staff - 3D modeling and computer graphics	32.5	185.00	6,012.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$14,337.50
Payments/Credits	\$0.00
Balance Due	\$14,337.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9768
Invoice Date: 2/29/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Everly			
Attn: Mr. Tom Callan, Esq., Stephanie Tate and Katherine Ewing			
For continuing work on 3D visualizations in the month of February, 2016 for the above matter.			
R. Scott, Project Management and Design	6	185.00	1,110.00
Technical Staff - 3D Modeling and Rendering	33	185.00	6,105.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$7,215.00
Payments/Credits	\$0.00
Balance Due	\$7,215.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9771
Invoice Date: 4/12/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
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Case: Everly
Attn: Mr. Tom Callan, Esq., Stephanie Tate and Katherine Ewing
For work performed on the above matter during the month of March, 2016, including:

Development of final day and night views of SR 429 and ramps -

R. Scott	7.5	185.00	1,387.50
3D Visualization Staff	14	185.00	2,590.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$3,977.50
Payments/Credits	\$0.00
Balance Due	\$3,977.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9784
Invoice Date: 8/30/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
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Case: Everly

Attn: Mr. Tom Callan, Esq. and Ms. Katherine Ewing

Development of multimedia presentation, including photos, video, and graphics through August 28th, 2016 -

Robert Scott	15	185.00	2,775.00
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Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$2,775.00
Payments/Credits	\$0.00
Balance Due	\$2,775.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9807
Invoice Date: 7/27/2017

Bill To:

Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: CFX v. Everly Attn: Katherine Ewing			
Staff - Updates to 3D illustrations, including computer graphics and rendering of day and night views	10.5	185.00	1,942.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,942.50
Payments/Credits	\$0.00
Balance Due	\$1,942.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9818
Invoice Date: 11/14/2017

Bill To:

Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Everly Attn: Ms. Katherine Ewing			
Deposition on the above matter on October 30, 2017	3	225.00	675.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$675.00
Payments/Credits	\$0.00
Balance Due	\$675.00

EXHIBIT E

Lakemont Group
7323 Gaberia Rd, Trinity, FL 34655

INVOICE

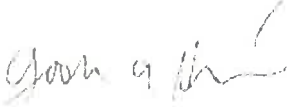
Invoice Number 1 -
Period Covered -
5/1/15 to 11/9/17

November 11, 2017

To: Thomas Callan
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
Attn: Accounts Payable

DATES	DESCRIPTION	HOURS	RATE	AMOUNT
	<u>Client: Larry and Corrine Everly, Trustees</u> <u>Matter: 3100 Ondich Rd, Apopka FL (CFX Parcel 242)</u>			
See Attached	Prepare report, charts, and analysis contained therein. Perform site visit and market tour. Meetings with expert team and attorneys to determine scope of report.	14.1	\$350.00	\$ 4,935.00
11/3/17	Deposition by CFX attorney.	5.5	\$350.00	\$ 1,925.00
See Attached	Review CFX reports, prepare for deposition, prepare file for transmission.	7.4	\$350.00	\$ 2,590.00
	<u>SUB TOTAL:</u>	<u>27.0</u>		<u>\$ 9,450.00</u>
	Expenses (Travel for Deposition - Detail Attached)			\$ 516.15
	TOTAL DUE:			<u>\$ 9,966.15</u>
	Note: Hour Detail Sheet Attached			

Thank you very much for the opportunity to serve.


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

Payment Instructions via Check:
Lakemont Group LLC
C/O Joshua Harris
7323 Gaberia Rd
Trinity, FL 34655

Hour Detail Sheet

Client: Larry M. Everly, Sr. and Corrine F. Everly, Trustees
 Matter: 3100 Ondich Rd, Apopka, FL (CFX Parcel 242)

Person	Date	Time	Description
JH	5/27/2015	1.2	intake and review property info, create file
JH	12/15/2015	2.5	scope of report, meet with attorney
JH	1/19/2016	0.7	review files on property
JH	9/15/2017	2.3	review docs/reports, start report
JH	9/20/2017	3.4	draft report, update charts, maps
JH	9/30/2017	2.1	finalize report, set charts
JH	10/4/2017	1.9	edit/update report, transmit file
JH	10/29/2017	0.9	prepare and review file for depo
JH	11/1/2017	3.2	prepare for depo, organize file
JH	11/2/2017	2.5	review of CFX reports, depo prep
JH	11/2/2017	0.8	Call to prep for depo with attorney
JH	11/3/2017	5.5	Depo by CFX
Total		27	
Expenses			
Flight to ORL	\$184.20	United Airlines	
Flight to NYC	\$118.20	United Airlines	
Hotel in Orlando	\$213.75	Fairfield Inn Orlando Airport	
Total	\$516.15		

Expense Detail

Confirmation number:

New York/Newark, NJ, US (EWR - Liberty)
to Orlando, FL, US (MCO)

B5X7TJ

Manage reservation

Purchase summary

1 Adult (18-64)	\$158.14
Taxes and fees	\$26.06
Total	\$184.20
Credit card payment: \$184.20 (Visa)	<input type="checkbox"/>

Trip summary

Thu, Nov 02, 2017

 UA 1149

Nonstop

9:36 pm

New York/Newark, NJ, US
(EWR - Liberty)



12:30 am

Orlando, FL, US (MCO)

Duration: 2h 54m
United Economy (T)
Snacks for Purchase

 Wi-Fi

 Depart EWR: Thu, Nov 2
Arrive MCO: Fri, Nov 3

Travelers

Joshua Harris

EWR to MCO

32C

Known
Traveler/Pass ID
Frequent flyer
Email address
Home phone



JOSHUA_A_HARRIS@YAHOO.COM
+1 (407) 489-2443

Confirmation number:

Tampa, FL, US (TPA)
to New York/Newark, NJ, US (EWR -
Liberty)

B53WXE

Manage reservation

Purchase summary

1 Adult (18-64)	\$96.74
Taxes and fees	\$21.46
Total	\$118.20
Credit card payment: \$118.20 (Visa)	<input type="checkbox"/>

Trip summary

Mon, Nov 06, 2017

 UA 1766

Nonsstop

6:00 am
Tampa, FL, US (TPA)



8:38 am
New York/Newark, NJ, US
(EWR - Liberty)

Duration: 2h 38m
United Economy (G)
Snacks for Purchase

 Wi-Fi

Travelers

Joshua Harris TPA to EWR 23D

Known
Traveler Pass ID
Frequent flyer
Email address:
Home phone

JOSHUA_A_HARRIS@YAHOO.COM
+1 (407) 489-2443

Thank you for choosing the Fairfield Inn Orlando Airport for your recent stay.

As requested, below is a billing summary or adjustment for your stay. **If you have questions about your bill**, please contact the hotel directly at (407) 888-2666.

Make another reservation on Marriott.com >>



Marriott Rewards members may receive this email automatically after every stay.

[Modify your email preferences >>](#)

Summary of Your Stay

Ho Fairfield Inn Orlando Airport
tel 7100 Augusta National Drive
: Orlando, Florida 32822
USA
(407) 888-2666

Guest JOSHUA HARRIS
: LEISURE
2037 SHAW LN
ORLANDO, FL 32814-6539
USA

Dates of stay: Nov 02, 2017 - Nov 03, 2017
Guest number: 76651
Marriott Rewards number: XXXXX

Room number: 404
Group number:

Date	Description	Reference	Charges	Credits
11/02/17	ROOM CHARGE	RB404	190.00	
11/02/17	State Occupancy Tax	T2404	12.35	
11/02/17	Occupancy Sales Tax	T1404	11.40	
11/03/17	Payment - Visa XXXXXXXXXXXX <input type="text"/>	VI07:47AM		213.75
Total balance				0.00 USD

EXHIBIT F



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
 101 Walnut Street, PO Box 9151 | Watertown, MA 02471
 617.924.1770 F 617.924.2286

Mr. Thomas P. Callan
 Thomas P. Callan, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Invoice No: <Draft>
 July 27, 2017
 VHB Project No: 62350.00

Invoice Total \$8,093.69

Professional Planning Services for Everly property
Professional Services Thru July 15, 2017

Professional Personnel

	Hours	Rate	Amount	
Principal 1	8.00	250.00	2,000.00	
Technical/Professional 06	.50	125.00	62.50	
Technical/Professional 05	45.00	125.00	5,625.00	
Totals	53.50		7,687.50	
Total Labor				7,687.50

Reimbursable Expenses

Printing			406.19	
Total Reimbursables			406.19	406.19
Total this Invoice			\$8,093.69	

Billings to Date

	Current	Prior	Total
Labor	7,687.50	0.00	7,687.50
Expense	406.19	0.00	406.19
Totals	8,093.69	0.00	8,093.69



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

Project Number: 62350.00

Period: 201513

Date	Location	Job Type	User	Total
12/8/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$30.89
12/9/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$64.97
			Total	\$95.86



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

Project Number: 62350.00

Period: 201601

Date	Location	Job Type	User	Total
12/15/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$66.03
			Total	\$66.03



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

Project Number: 62350.00

Period: 201606

Date	Location	Job Type	User	Total
5/20/2016	Orlando FL	B/W Laser Printing	katleshannon	\$1.41
5/20/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$54.32
			Total	\$55.73



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

Project Number: 62350.00

Period: 201612

Date	Location	Job Type	User	Total
10/28/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.39
10/27/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$40.47
10/28/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$22.37
			Total	\$63.23



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

Project Number: 62350.00

Period: 201613

Date	Location	Job Type	User	Total
11/29/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$41.54
11/30/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$2.13
12/1/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$39.41
12/6/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$5.34
			Total	\$88.42


Billing Period thru 07/15/2017
Project No. 62350.00
Project Title: Planning Services for Everly

Employee	Date	Time (in hours)	Description
Hall	12/09/15	1.00	Revisions to report
	07/18/16	1.00	Callan call
	07/26/16	1.00	Mtg with Shannon
	09/23/16	1.00	Edits
	10/27/16	2.00	GIS Map edits; review of report
	11/03/16	1.00	Callan mtg
	12/01/16	1.00	Edits
	Total	8.00	
Jackowski	07/22/15	0.50	File and upload Master Agreement for Callan Law Firm and Client authorization for Everly property and set up in BT.
Johnson	06/09/16	1.50	Corridor Alternatives maps and photoshop
Shannon	12/07/15	1.50	Revisions to DPA and Map series
	12/08/15	3.50	Revisions to DPA/review of doc with Jim
	12/09/15	2.50	DPA Revisions with Jim
	12/15/15	2.50	Revisions to report, Meeting with case team at Callan Law
	05/17/16	0.50	Tele conference with Callan
	05/20/16	0.50	Printed revIED report; coordinated for upcoming meeting
	05/25/16	0.50	Tele call with Pamela
	06/06/16	1.00	Tele conference with George, Jim, Pam, Tom; coordinated with Ben Needler about revised timeline
	06/09/16	2.00	Revisions to DPA; coordinated with Tyler about Wekiva Parkway maps
	06/14/16	1.00	Wekiva Parkway Timeline exhibits
	06/15/16	1.50	Wekiva Parkway timeline exhibits/beltway timeline exhibits in Photoshop/InDesign
	06/16/16	0.50	Reviewed timeline and aerial exhibits with Jim Hall, Raymer, Ed Williams
	06/24/16	0.50	Oranized files
	07/21/16	4.00	Revisions to GIS map series for DPA; revisions to DPA; Anderson depo included in analysis
	07/26/16	3.50	Meeting with Hall; general edits to DPA
09/23/16	2.00	Edits to DPA	
09/27/16	0.50	Telephone conference with Callan Law; review of report	
10/04/16	1.50	Edits to report; meeting with Pam and Jim	

Billing Period thru 07/15/2017
Project No. 62350.00
Project Title: Planning Services for Everly

Employee	Date	Time (in hours)	Description
	10/10/16	0.50	Edits to report; meeting with Jim
	10/26/16	2.00	Edits to Everly report
	10/27/16	1.50	Meeting with Jim, updates to report; exported new GIS map
	10/28/16	1.00	Edit to GIS map, pdf sent to Callan Law
	11/03/16	1.50	Prep for and meeting at Callan Law
	11/10/16	0.50	Coordination with Pam
	11/23/16	1.00	Reviewed MEI report
	11/28/16	0.50	Set up conference call with Callan; organization of files; general edits
	11/29/16	1.50	Tele call with Pam; revisions to DPA
	12/01/16	1.00	New GIS map created; edits from Jim; revisions to report
	12/21/16	2.50	Research on Neighborhood Lakes, Pine Plantation, Summerbrooke, and Sullivan Ranch
	1/17/2017	0.5	Invoicing
	Total	43.50	
Total Hours		53.50	

EXHIBIT G


Power Acoustics, Inc.
 12472 Lake Underhill Rd #302
 Orlando, FL 32828

Invoice

DATE	INVOICE #
7/28/2017	17-07312

BILL TO
Thomas P. Callan, P.A. Accounts Payable 921 Bradshaw Terrace Orlando, FL 32806

CUSTOMER CONTACT / SHIPPED TO
Thomas P. Callan, P.A. Attention: Mr. Tom Callan 921 Bradshaw Terrace Orlando, FL 32806

P.O. NO.	TERMS	JOB
	Per Agreement	CFX/Everyly

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant Hourly Rate See attached breakdown	26	210.00	5,460.00
Total, US Dollars			\$5,460.00

Power Acoustics, Inc
 Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.


Principal Consultant: Dave Parzych, INCE.Bd.Cert

Job: Everly/CFX eminent domain

Client: Callan Law

Date	Time	Rate	Work Accomplished
1/5/2016	2	210	420 Review files, google aerals of location
1/6/2016	8	210	1680 Checkout, test and setup equipment for 48 hour sound test. Travel to site review property, set up eq
1/8/2016	4	210	840 Check and cal instrumentation, setup for over weekend testing without construction noise
1/11/2016	5	210	1050 Retrieve instrumentation, check, recharge, store equipment.
1/12/2016	5	210	1050 Process noise data
7/24/2016	2	210	420 Prepare files for transmittal (discovery request)

SUBTOTAL	26		Hours Worked
		\$5,460.00	


Power Acoustics, Inc.
 12472 Lake Underhill Rd #302
 Orlando, FL 32828

Invoice

DATE	INVOICE #
11/10/2017	17-11349

BILL TO
The Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

CUSTOMER CONTACT / SHIPPED TO
The Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

P.O. NO.	TERMS	JOB
	Per Agreement	CFX/Everyly

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant Hourly Rate See attached breakdown of hours.	40.5	210.00	8,505.00
Previous invoice #17-07312, \$5460.00 TOTAL DUE: \$13965.00			
Total, US Dollars			\$8,505.00

Power Acoustics, Inc
 Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.

Principal Consultant: Dave Parzych, INCE.Bd.Cert

Job: Every/CFX eminent domain

Client: Callan Law

Date	Time	Rate	Work Accomplished
9/29/2016	6.5	210	1365 Report
10/2/2017	9	210	1890 Report
10/3/2017	9	210	1890 Report
10/4/2017	7	210	1470 Report
10/30/2017	2.5	210	525 Doc review for Depo
11/1/2017	6	210	1260 review Hatcher trial, discussion with Callan Law, Deposition
11/2/2017	0.5	210	105 review Carpenter appraisal 2013 reports 2 for large and small residential parcels
SUBTOTAL	40.5		Hours Worked
		\$8,505.00	

EXHIBIT H



Thomas P. Callan, Esquire
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
534961	11/15/2017	434869
Job Date	Case No.	
11/8/2017	2015CA0041050	
Case Name		
Central Florida Expressway Authority vs. Daryl A. Alderman, et al.		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

ORIGINAL TRANSCRIPT OF:

Leland E. Moree, III- Landon, Moree & Associates, Inc.	128.00 Pages	505.60
Appearance Fee		75.00
Appearance Fee - Each Additional Hour	1.50 Hours	82.50
Appearance Fee - Overtime, Each Additional Hour	0.50 Hours	41.25
Unedited ASCII - Per Page	105.00	157.50
Litigation Package - ASCII, Condensed		35.00
Delivery		20.00
E-mail transcript		0.00
TOTAL DUE >>>		\$916.85

Job went past 5pm, overtime rates apply.

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.

Thomas P. Callan, Esquire
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 434869 BU ID : Central FL
 Case No. : 2015CA0041050
 Case Name : Central Florida Expressway Authority vs. Daryl A. Alderman, et al.
 Invoice No. : 534961 Invoice Date : 11/15/2017
Total Due : \$916.85

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: _____				



Thomas P. Callan, Esquire
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
534961	11/15/2017	434869
Job Date	Case No.	
11/8/2017	2015CA0041050	
Case Name		
Central Florida Expressway Authority vs. Daryl A. Alderman, et al.		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

to pay all collection costs and attorney fees.	
	(-) Payments/Credits: 0.00 (+) Finance Charges/Debits: 0.00 <hr/> (=) New Balance: 916.85

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 434869 BU ID : Central FL
 Case No. : 2015CA0041050
 Case Name : Central Florida Expressway Authority vs. Daryl A. Alderman, et al.
 Invoice No. : 534961 Invoice Date : 11/15/2017
Total Due : \$916.85

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: _____				



Thomas P. Callan, Esquire
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
532785	11/14/2017	434868
Job Date	Case No.	
11/9/2017	2015CA0041050	
Case Name		
Central Florida Expressway Authority vs. Daryl A. Alderman, et al.		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

Glenn Pressimone	
Appearance Fee - No Notes Taken, First Hour	100.00
TOTAL DUE >>>	
	\$100.00
Late cancellation.	
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 to pay all collection costs and attorney fees.	

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 434868 BU ID : Central FL
 Case No. : 2015CA0041050
 Case Name : Central Florida Expressway Authority vs. Daryl A. Alderman, et al.
 Invoice No. : 532785 Invoice Date : 11/14/2017
Total Due : \$ 100.00

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: _____				



Thomas P. Callan, Esquire
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
531976	11/8/2017	434871
Job Date	Case No.	
11/6/2017	2015CA0041050	
Case Name		
Central Florida Expressway Authority vs. Daryl A. Alderman, et al.		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

Ellen S. Hardgrove		
Appearance Fee - First hour, deferred		95.00
Appearance Fee - each additional hour, deferred	6.50	487.50
Appearance Fee - Overtime, Each Additional Hour	2.50 Hours	281.25
Estimated # of Pages	142.00	0.00
Chad Durrance		
Estimated # of Pages	210.00	0.00
TOTAL DUE >>>		\$863.75

Thank you for your business!

After hour rates apply after 5pm.

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 to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 434871 BU ID : Central FL
 Case No. : 2015CA0041050
 Case Name : Central Florida Expressway Authority vs. Daryl A. Alderman, et al.
 Invoice No. : 531976 Invoice Date : 11/8/2017
Total Due : \$ 863.75

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: _____				



Thomas P. Callan, Esquire
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
530398	11/9/2017	434708
Job Date	Case No.	
11/2/2017	2015CA0041050	
Case Name		
Central Florida Expressway Authority vs. Daryl A. Alderman, et al.		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

Russell K. Marks

Appearance Fee - First Hour, deferred		105.00
Estimated # of Pages	28.00	0.00
TOTAL DUE >>>		\$105.00

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 to pay all collection costs and attorney fees.

Tax ID: 59-2754282




Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 434708 BU ID : Central FL
 Case No. : 2015CA0041050
 Case Name : Central Florida Expressway Authority vs. Daryl A. Alderman, et al.
 Invoice No. : 530398 Invoice Date : 11/9/2017
Total Due : \$ 105.00

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: _____	

**Consent Agenda Item
#9**

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed total settlement of \$6,000.00 in settlement of all claims for compensation related to the three easements on Parcel 330, Parts A, B and C, Parcel 730, and Parcel 731A and 731B; Parcel 335; and Parcel 336.

ATTACHMENTS

Exhibit "A" – Settlement Agreement between SECO and CFX; and
Composite Exhibit "B" – Sketch of Legal of Parcel 330, Parts A, B and C, Parcel 730,
and Parcel 731A and 731B; Parcel 335; and Parcel 336

Reviewed by:

A handwritten signature in cursive script, appearing to read "Joseph Floristare", is written over a horizontal line.

ORLDOCS 15798249 1

Exhibit “A”

SETTLEMENT AGREEMENT

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondent, SUMTER ELECTRIC COOPERATIVE, INC. (referred to as "Respondent" or "SECO"), reached the following Settlement Agreement:

1. Petitioner will pay to Respondent the sum of ONE THOUSAND AND NO/100 DOLLARS exactly (\$1,000.00) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of SECO's easement interests in Parcels 330, 335 and 336, including statutory interest and all claims related to real estate and business damages, if any.
2. Within thirty (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of ONE THOUSAND AND NO/100 DOLLARS EXACTLY (\$1,000.00). Additionally, a Clerk's Fee in the amount of ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$170.00) will be added to the settlement amount for processing the deposit through the Court Registry.
3. Petitioner will pay to Sharma Eminent Domain Lawyers, P.L.L.C., the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in full settlement and resolution of all attorney's fees and costs in this matter.
4. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Respondent agrees to waive all experts' fees and litigation costs in this matter.
5. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.
6. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.
7. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.
8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcels 330, 335 and 336, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

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

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

11. This Settlement Agreement, executed by the counsel for the parties listed below on this 27th day of November, 2017, contains all the agreements of the parties.



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



Tracy M. de Lemos, Esq.
Sharma Eminent Domain Lawyers, P.L.L.C.
Counsel for Respondent,
Sumter Electric Cooperative, Inc.

**Composite
Exhibit “B”**

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

**PARCEL 330
PART A**

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

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

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 40.00 feet; thence departing said South line, run North 00°23'00" West, a distance of 60.02 feet to the intersection of the East right of way line of Round Lake Road per Florida Department of Transportation Right of Way Map, Section 11130-2521 and the North right of way line of State Road 46, per FDOT Maintenance Map recorded in Map Book 11, Page 1, Public Records of Lake County, Florida, said point being the POINT OF BEGINNING; thence continue North 00°23'00" West along said East right of way line, a distance of 1069.86 feet; thence departing said East right of way line, run North 89°56'06" East, a distance of 10.00 feet; thence run South 00°23'00" East, a distance of 100.00 feet; thence run South 03°04'36" East, a distance of 170.24 feet; thence run South 03°33'43" East, a distance of 180.35 feet; thence run South 01°29'39" East, a distance of 257.93 feet; thence run South 00°23'00" East, a distance of 257.19 feet; thence run South 36°13'11" East, a distance of 18.03 feet; thence run North 89°36'34" East, a distance of 164.50 feet; thence run South 00°23'26" East, a distance of 5.00 feet; thence run North 89°36'34" East, a distance of 400.00 feet; thence run South 00°23'36" East, a distance of 94.91 feet to a point on the aforementioned North right of way line of State Road 46; thence run along said North right of way line for the following three courses; run South 89°36'11" West, a distance of 417.71 feet; thence run North 84°41'10" West, a distance of 100.50 feet; thence run South 89°36'11" West, a distance of 90.36 feet to the POINT OF BEGINNING.

Containing 1.878 acres, more or less.

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

**PARCEL 330
PART B**

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

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

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet to the POINT OF BEGINNING; thence run North 89°36'24" East, a distance of 406.69 feet to a point on a non-tangent curve to the left, concave to the Northeast, having a radius of 139.50 feet and a Central Angle of 40°39'23"; thence run Southeasterly along the Arc of said curve a distance of 98.99 feet (Chord Bearing South 70°57'30" East, Chord Distance = 96.92 feet) to a point of compound curvature of a curve concave to the North having a radius of 2055.98 feet and a Central Angle of 13°40'35"; thence run Easterly along the Arc of said curve a distance of 490.76 feet (Chord Bearing = North 81°52'31" East, Chord Distance = 489.59 feet) to the end of said curve; thence North 55°03'11" East, a distance of 37.72 feet; thence North 72°38'53" East, a distance of 121.85 feet; thence North 29°24'48" East, a distance of 59.47 feet; thence North 73°10'11" East, a distance of 29.32 feet; thence South 01°18'37" East, a distance of 106.16 feet to a point on the Northerly right of way line of State Road 46, per FDOT Maintenance Map recorded in Map Book 11, Page 1, Public Records of Lake County, Florida, and a point on a non-tangent curve, concave to the Northwest, having a Radius of 2831.79 feet and a Central Angle of 06°49'35"; thence run along said Northerly right of way line for the following 8 courses: along the Arc of said curve, a distance of 337.39 feet (Chord Bearing = South 73°54'45" West, Chord Distance = 337.19 feet) to the end of said curve; thence North 12°40'27" West, a distance of 4.00 feet; thence run South 77°37'32" West, a distance of 29.60 feet; thence run South 12°04'28" East, a distance of 4.00 feet to a point on a non-tangent curve, concave to the Northwest, having a Radius of 2831.79 feet and a Central Angle of 11°40'40"; thence run along the Arc of said curve, a distance of 577.16 feet (Chord Bearing = South 83°45'52" West, Chord Distance = 576.16 feet) to the end of said curve; thence South 89°36'11" West, a distance of 491.16 feet; thence North 00°23'49" West, a distance of 17.00 feet; thence South 89°36'11" West, a distance of 122.29 feet; thence, departing said Northerly right of way line, North 00°23'36" West, a distance of 94.75 feet; thence North 89°36'24" East, a distance of 350.00 feet to the POINT OF BEGINNING.

Containing 3.060 acres, more or less.

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

**PARCEL 330
PART C**

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

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

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet to the POINT OF BEGINNING; thence run North 46°03'12" East, a distance of 225.47 feet; thence run North 20°23'36" West, a distance of 313.03 feet to a point of curvature of a curve, concave to the Southeast, having a Radius of 548.08 feet and a Central Angle of 87°50'45"; thence run Northeasterly along the Arc of said curve, a distance of 840.31 feet (Chord Bearing = North 23°31'47" East, Chord Distance = 760.39 feet) to the end of said curve; thence run North 00°10'44" East, a distance of 19.97 feet to the North line of the South 1/2 of said Southwest 1/4; thence run South 89°49'12" East along said North line, a distance of 423.45 feet; thence departing said North line, run South 00°10'44" West, a distance of 19.96 feet to a point on a non-tangent curve to the right, concave to the Southwest, having a radius of 536.08 feet and a Central Angle of 63°03'02"; thence run Southeasterly along the Arc of said curve, a distance of 589.92 feet (Chord Bearing = South 35°31'15" East, Chord Distance = 560.60 feet) to the point of tangency; thence run South 03°59'44" East, a distance of 375.70 feet to a point of curvature of a curve, concave to the East, having a Radius of 884.93 feet and a Central Angle of 10°48'54"; thence run Southeasterly along the Arc of said curve, a distance of 167.04 feet (Chord Bearing = South 09°24'11" East, Chord Distance = 166.79 feet) to the end of said curve; thence South 29°24'48" West, a distance of 59.47 feet; thence South 72°38'53" West, a distance of 121.85 feet, thence South 55°03'11" West, a distance of 37.72 feet to a point on a non-tangent curve to the right, concave to the Northwest, having a radius of 2055.98 feet and a Central Angle of 13°40'35"; thence run Southwesterly along the Arc of said curve, a distance of 490.76 feet (Chord Bearing = South 81°52'31" West, Chord Distance = 489.59 feet) to a point of compound curvature of a curve concave to the Northeast having a radius of 139.50 feet and a Central Angle of 40°39'23"; thence run Northwesterly along the Arc of said curve, a distance of 98.99 feet (Chord Bearing = North 70°57'30" West, Chord Distance = 96.92 feet) to the end of said curve; thence South 89°36'24" West, a distance of 406.69 feet to the POINT OF BEGINNING.

Containing 26.003 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

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

PARCEL 730

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

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

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet; thence run South 89°36'24" West, a distance of 143.22 feet to the POINT OF BEGINNING; thence continue South 89°36'24" West, a distance of 130.22 feet; thence North 00°22'03" West, a distance of 94.39 feet; thence South 89°42'21" East, a distance of 130.97 feet; thence South 00°05'29" West, a distance of 92.83 feet to the POINT OF BEGINNING.

Containing 12,225 square feet, more or less.

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

PARCEL 731A

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

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

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet to the POINT OF BEGINNING; thence South 89°36'24" West, a distance of 143.22 feet; thence North 00°05'29" East, a distance of 15.00 feet; thence North 89°36'24" East, a distance of 158.87 feet; thence South 46°03'12" West, a distance of 21.77 feet to the POINT OF BEGINNING,

Containing 2,266 square feet, more or less.

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

PARCEL 731B

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

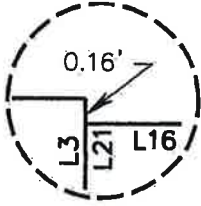
A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet; thence South 89°36'24" West, a distance of 273.44 feet to the POINT OF BEGINNING; thence continue South 89°36'24" West, a distance 76.56 feet; thence North 00°23'36" West, a distance of 0.16 feet; thence South 89°36'34" West, a distance of 200.00 feet; thence North 83°57'42" East, a distance of 150.73 feet; thence North 89°36'24" East, a distance of 126.56 feet; thence South 00°22'03" East, a distance of 15.00 feet to the POINT OF BEGINNING

Containing 3,003 square feet, more or less.

PARCEL: 330/730/731
SECTION 26
TOWNSHIP 19 SOUTH RANGE 27 EAST

DETAIL "A"

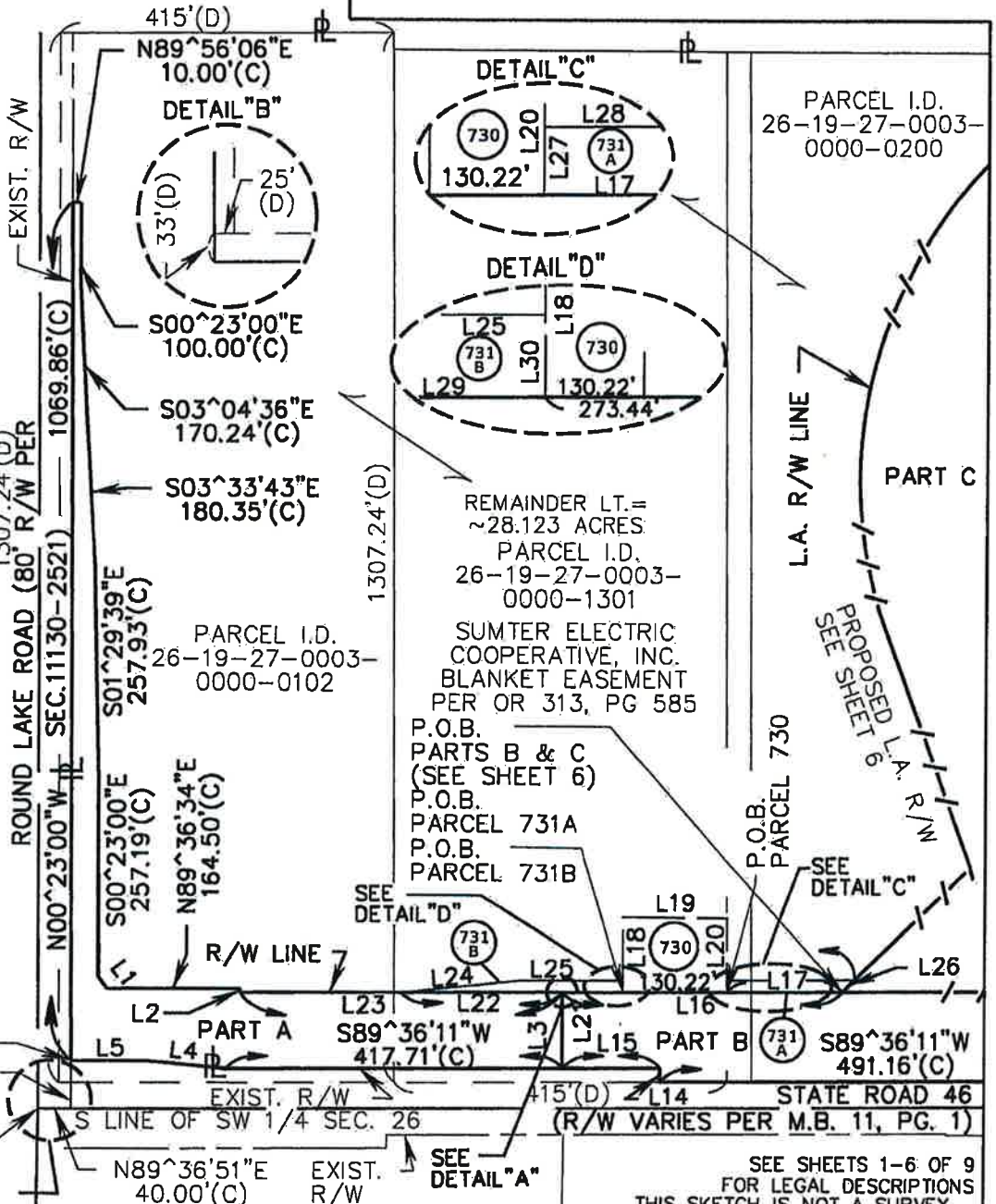


- L1 = S36°13'11"E 18.03'(C)
- L2 = S00°23'26"E 5.00'(C)
- L3 = S00°23'36"E 94.91'(C)
- L4 = N84°41'10"W 100.50'(C)
- L5 = S89°36'11"W 90.36'(C)
- L14 = N00°23'49"W 17.00'(C)
- L15 = S89°36'11"W 122.29'(C)
- L16 = N89°36'24"E 350.00'(C)
- L17 = S89°36'24"W 143.22'(C)
- L18 = N00°22'03"W 94.39'(C)
- L19 = S89°42'21"E 130.97'(C)
- L20 = S00°05'29"W 92.83'(C)
- L21 = N00°23'36"W 94.75'(C)
- L22 = S89°36'34"W 200.00'(C)
- L23 = N89°36'34"E 400.00'(C)
- L24 = N83°57'42"E 150.73'(C)
- L25 = N89°36'24"E 126.56'(C)
- L26 = S46°03'12"W 21.77'(C)
- L27 = N00°05'29"E 15.00'(C)
- L28 = N89°36'24"E 158.87'(C)
- L29 = S89°36'24"W 76.56'(C)
- L30 = S00°22'03"E 15.00'(C)

P.O.B. PART A

N00°23'00"W
P.O.C. 60.02'(C)
SW COR. SW 1/4
SEC. 26

FND. NLD "FDOT LB
7917" SEE DETAIL "B"



PARCEL I.D.
26-19-27-0003-
0000-0200

REMAINDER LT. =
~28.123 ACRES
PARCEL I.D.
26-19-27-0003-
0000-1301

SUMTER ELECTRIC
COOPERATIVE, INC.
BLANKET EASEMENT
PER OR 313, PG 585
P.O.B.
PARTS B & C
(SEE SHEET 6)
P.O.B.
PARCEL 731A
P.O.B.
PARCEL 731B

P.O.B.
PARCEL 730

SEE SHEET 6
PROPOSED L.A. R/W

SEE DETAIL "C"


SEE DETAIL "D"

S89°36'11"W 491.16'(C)

STATE ROAD 46

(R/W VARIES PER M.B. 11, PG. 1)

SEE SHEETS 1-6 OF 9
FOR LEGAL DESCRIPTIONS
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			SECTION 429-206 (2C)		
REVISE DESCRIPTIONS 330B & 731B	ALQ	08/15	DRMP PROJECT NO. 12-0150.000	SHEET 7 OF 9	DATE: 06/17/14	SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648					
ADDED PARCEL 731A&B	CDW	05/15	ADD REMAINDER	CWW	11/14						
ADDED PARCEL 730	CWW	12/14	NEW R/W REQ.	CWW	11/14						
REVISED PART A	CWW	12/14	PER COMMENTS	CWW	9/14						
REVISION	BY	DATE	REVISION	BY	DATE	DRAWN: JSG					

PARCEL: 330/730/731



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 89°36'52" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. THE RIGHT-OF-WAY SHOWN FOR ROUND LAKE ROAD IS BASED ON A RIGHT-OF-WAY MAP FOR STATE ROAD 46, SECTION 11130-2521, DATED NOVEMBER 22, 1993, PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
5. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No. 4699355, DATED FEBRUARY 23, 2014.

LEGEND:

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

SEE SHEETS 1-6 OF 9
FOR LEGAL DESCRIPTIONS
SEE SHEETS 7-8 OF 9
FOR SKETCH OF DESCRIPTIONS

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)																		
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DRMP PROJECT NO. 12-0150.000</td> <td>SHEET 9 OF 9</td> <td>DATE: 06/17/14</td> </tr> <tr> <td>ADD REMAINDER</td> <td>CWW 11/14</td> <td>SCALE: 1" = 200'</td> </tr> <tr> <td>NEW R/W REQ.</td> <td>CWW 11/14</td> <td>CHECKED: ALQ</td> </tr> <tr> <td>PER COMMENTS</td> <td>CWW 9/14</td> <td></td> </tr> <tr> <td>REVISION</td> <td>BY</td> <td>DATE</td> </tr> <tr> <td></td> <td></td> <td>DRAWN: JSG</td> </tr> </table>	DRMP PROJECT NO. 12-0150.000	SHEET 9 OF 9	DATE: 06/17/14	ADD REMAINDER	CWW 11/14	SCALE: 1" = 200'	NEW R/W REQ.	CWW 11/14	CHECKED: ALQ	PER COMMENTS	CWW 9/14		REVISION	BY	DATE			DRAWN: JSG	SKETCH PREPARED BY  DRMP ENGINEERS · SURVEYORS · PLANNERS · RECORDERS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 898-0594 L.B. No. 2648
DRMP PROJECT NO. 12-0150.000	SHEET 9 OF 9	DATE: 06/17/14																			
ADD REMAINDER	CWW 11/14	SCALE: 1" = 200'																			
NEW R/W REQ.	CWW 11/14	CHECKED: ALQ																			
PER COMMENTS	CWW 9/14																				
REVISION	BY	DATE																			
		DRAWN: JSG																			

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

PARCEL 335

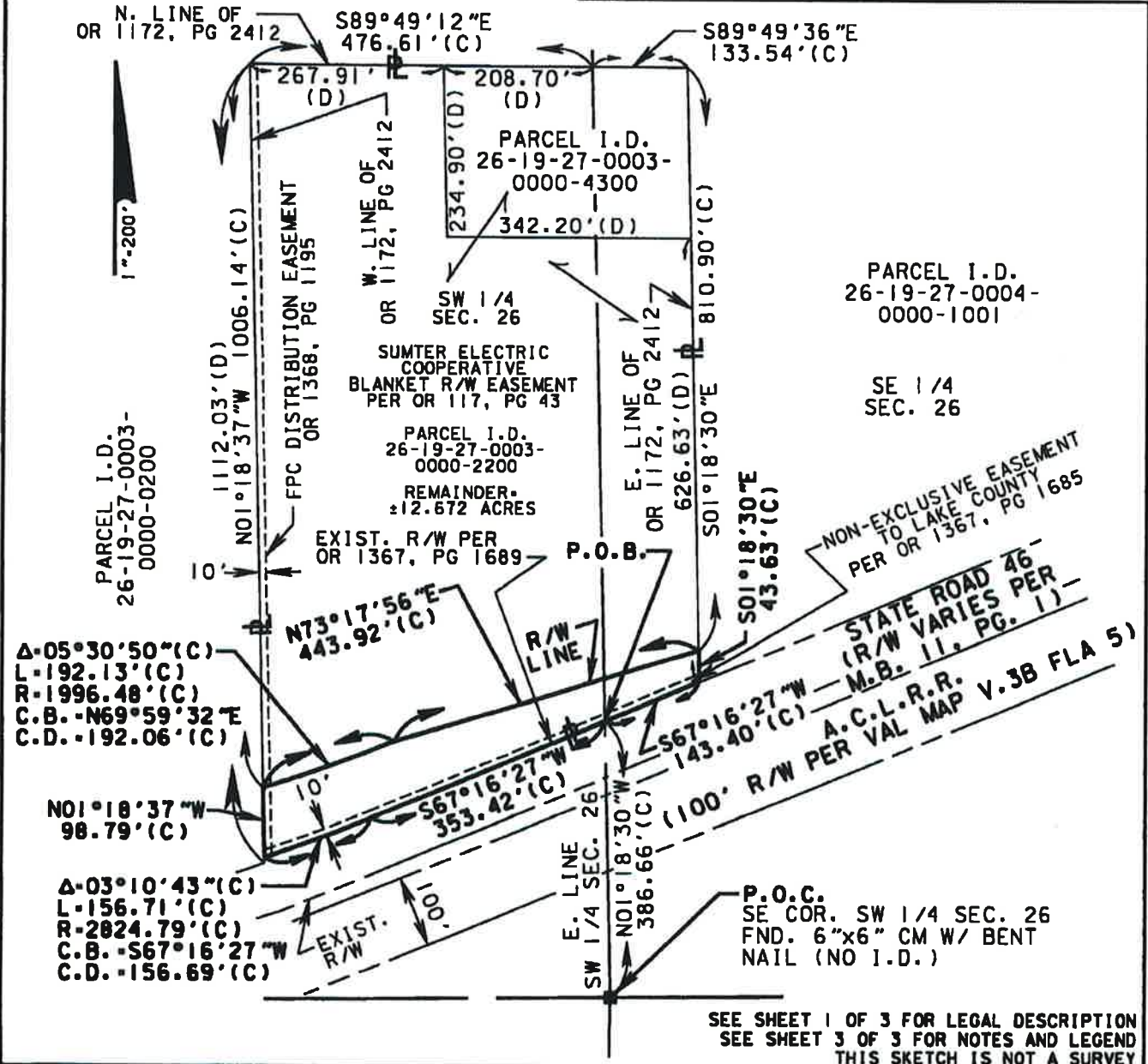
**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

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

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°18'30" West along the East line of said Southwest 1/4, a distance of 386.66 feet to a point on the Northerly right of way line of State Road 46 per Official Records Book 1387, Page 1689, Public Records of Lake County, Florida, and the POINT OF BEGINNING; thence departing said west line, run South 67°16'27" West along said Northerly right of way line, a distance of 353.42 feet to a point of curvature of a curve, concave to the Northwest, having a Radius of 2824.79 feet, and a Central angle of 03°10'43"; thence run Southwesterly along the Arc of said curve continuing along said Northerly right of way, a distance of 156.71 feet (Chord Bearing = South 67°16'27" West, Chord Distance = 156.69 feet) to the end of said curve at the West line of lands described in Official Records Book 1172, Page 2412, Public Records of Lake County, Florida; thence departing said Northerly right of way line, run North 01°18'37" West along said West line, a distance of 98.79 feet to a point on a non-tangent curve to the left, concave to the Northwest, having a Radius of 1996.48 feet and a Central Angle of 05°30'50"; thence run Northeasterly along the arc of said curve, a distance of 192.13 feet (Chord Bearing = North 69°59'32" East, Chord Distance = 192.06 feet) to the end of said curve; thence North 73°17'56" East, a distance of 443.92 feet to the East line of said lands described in Official Records Book 1172, Page 2412; thence South 01°18'30" East, along said East line, a distance of 43.63 feet to a point on the aforesaid Northerly right of way line; thence, departing said East line, run South 67°16'27" West along said Northerly right of way line, a distance of 143.40 feet to the POINT OF BEGINNING.

Containing 1.074 acres, more or less.

PARCEL: 335
SECTION 26
TOWNSHIP 19 SOUTH RANGE 27 EAST



RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
DRMP PROJECT NO. 12-0150.000		SHEET 2 OF 3		DATE: 06/24/14		SKETCH PREPARED BY DRMP <small>ENGINEERS • PLANNERS • SURVEYORS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 898-0384 L.B. No. 2648	
ADD REMAINDER		CW		11/14			
PER COMMENTS		CW		9/14			
CHECKED: ALG							
REVISION	BY	DATE	REVISION	BY	DATE	DRAWN: JSG	

PARCEL: 335



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No. 4709336, DATED FEBRUARY 24, 2014.

LEGEND:

- | | |
|---|--------------------------------|
| A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD | M.B. = MAP BOOK |
| (C) = CALCULATED DATA | OR = OFFICIAL RECORDS BOOK |
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| C.D. = CHORD DISTANCE | P.O.B. = POINT OF BEGINNING |
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| (D) = DEED DATA | PG = PAGE |
| EXIST. = EXISTING | R = RADIUS |
| FND. = FOUND | REQ. = REQUIRED |
| FPC = FLORIDA POWER CORPORATION | R/W = RIGHT-OF-WAY |
| I.D. = IDENTIFICATION | SEC. = SECTION |
| IP = IRON PIPE | Δ = CENTRAL ANGLE |
| L = ARC LENGTH | |
| L.B. = LICENSED BUSINESS | |

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)	
 ALLEN L. OUTCREL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 3 OF 3	DATE: 06/24/14	
	ADD REMAINDER	CWW	11/14	
	PER COMMENTS	CWW	9/14	SCALE: 1" = 200' CHECKED: ALO
	REVISION	BY	DATE	DRAWN: JSG
			SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

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

PARCEL 336

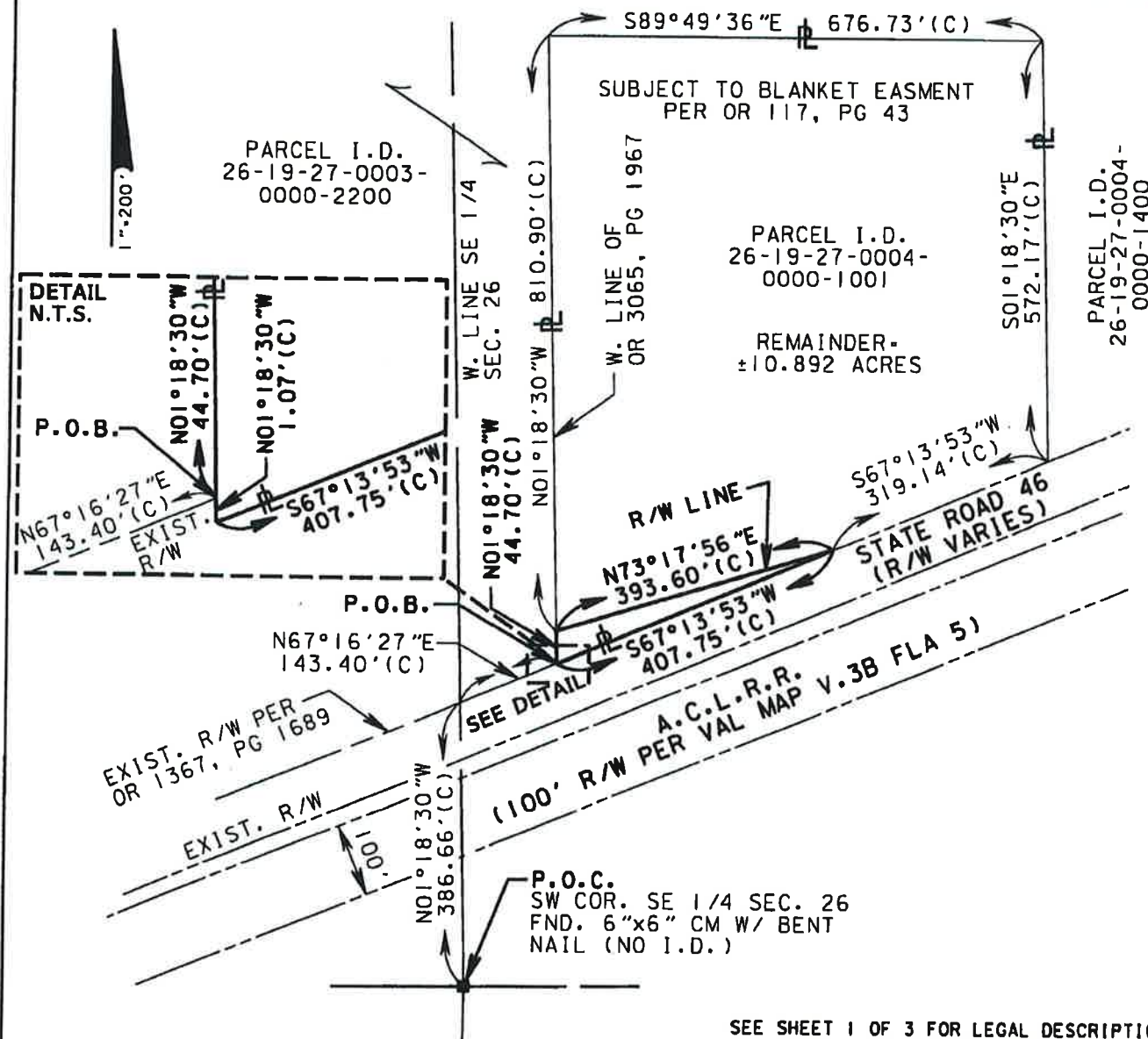
**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

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


Commence at the Southwest corner of the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°18'30" West along the West line of said Southeast 1/4, a distance of 386.66 feet to a point on the Northerly right of way line of State Road 46 per Official Records Book 1367, Page 1689 of the Public Records of Lake County, Florida; thence departing said West line run North 67°16'27" East along said Northerly right of way line, a distance of 143.40 feet to the POINT OF BEGINNING; thence, departing said Northerly right of way line, run North 01°18'30" West, said line extended also being the West line of lands described in Official Records Book 3065, Page 1967 of the Public Records of Lake County, Florida, a distance of 44.70 feet; thence departing said West line, run North 73°17'56" East, a distance of 393.60 feet to a point on said Northerly right of way line; thence run South 67°13'53" West along said Northerly right of way line, a distance of 407.75 feet; thence continue along said Northerly right of way line North 01°18'30" West, a distance of 1.07 feet to the POINT OF BEGINNING.

Containing 0.195 acres (8,482 square feet), more or less.

PARCEL: 336
SECTION 26
TOWNSHIP 19 SOUTH RANGE 27 EAST



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

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
		DRMP PROJECT NO. 12-0150.000		SHEET 2 OF 3		DATE: 06/24/14	
		ADD REMAINDER PER COMMENTS		CWW 11/14		SCALE: 1" = 200'	
				CWW 9/14		CHECKED: ALO	
REVISION		BY		DATE		DRAWN: JSG	
						SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 336

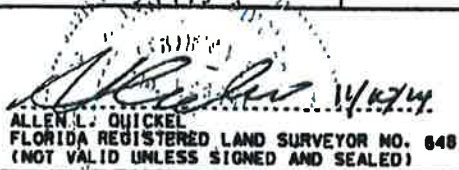

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE THE WEST LINE OF SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4709360, DATED FEBRUARY 24, 2014.

LEGEND:

- | | |
|---|--------------------------------|
| A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD | OR = OFFICIAL RECORDS BOOK |
| (C) = CALCULATED DATA | ℙ = PROPERTY LINE |
| COR. = CORNER | P.O.B. = POINT OF BEGINNING |
| CM = CONCRETE MONUMENT | P.O.C. = POINT OF COMMENCEMENT |
| EXIST. = EXISTING | No. = NUMBER |
| FND. = FOUND | PG = PAGE |
| I.D. = IDENTIFICATION | REQ. = REQUIRED |
| IP = IRON PIPE | R/W = RIGHT-OF-WAY |
| L = ARC LENGTH | SEC. = SECTION |
| L.B. = LICENSED BUSINESS | Δ = CENTRAL ANGLE |

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION


RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
 <p>ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)</p>	DRMP PROJECT NO. 12-0150.000	SHEET 3 OF 3	DATE: 06/24/14
	ADD REMAINDER	CWW	11/14
	PER COMMENTS	CWW	9/14
	REVISION	BY	DATE
		SCALE: 1" = 200'	CHECKED: ALQ
		DRAWN: JSG	SKETCH PREPARED BY  DRMP BUSINESS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648

**Consent Agenda Item
#10**



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0163
 Board Members

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

DATE: November 28, 2017

RE: State Road 429 Wekiva Parkway, Project 429-205; Parcel 890 (Lee)
 Proposed Mediated Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval by the CFX Board of a mediated settlement between Jung Lee and Rai Sevn Kim (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 890 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-205.

DESCRIPTION AND BACKGROUND

Parcel 890 is a taking of 4,513 square feet for a permanent ingress/egress and utilities easement and to allow access to the northern portion of the pond site on Parcel 289 in Section 429-205 of the Wekiva Parkway. The property is located north of Parcel 289, north of Haas Road and east of Plymouth Sorrento Road in Orange County, Florida.

The parent tract is 10.53 acres and is improved with two manufactured homes, a screened pool, storage buildings, a greenhouse structure and related improvements, and an unpaved 15-foot wide access drive. The improvements appear to have been unoccupied for a period of time and exhibit deferred maintenance. The parent tract is served by private well and septic system. The taking provides for an easement across a section of the unpaved access drive.

The property has been annexed into the City of Apopka, however it continues to have an Orange County zoning designation of A-1 (Citrus Rural District). The property also has a City of Apopka Rural Settlement future land use designation, and is located within the "Northwest Area" defined in the Joint Planning Agreement between the City of Apopka and Orange County adopted on October 26, 2004, as well as within the Wekiva Study area. The designations are designed to facilitate development of single-family dwellings and associated infrastructure, which maximize the preservation of open space and promote clustering of development. The land use designation includes an agricultural component.

Chad Durrance of Durrance & Associates appraised the property on behalf of the Central Florida Expressway Authority. Mr. Durrance opined the highest and best use of the parent tract is for residential use, with the continued use of the existing improvements over their remaining economic life.

Mr. Durrance used seven (7) vacant land sales with similar highest and best use. These sales ranged in price from \$24,000 to \$29,300 per acre, and Mr. Durrance reconciled the property at \$27,500 per acre. Mr. Durrance then analyzed sales of five (5) improved manufactured homes, ranging in value of \$17 to \$32 per square foot, along with NADA guides to arrive at a value for the affected improvements of \$60,000.

In the after condition, the remainder property has changed from a rural-type setting adjacent to undeveloped acreage to being located next to a 23' elevated expressway, a bridge and a stormwater pond. After considering the adverse impact on the residential use, Mr. Durrance opined damages to the remainder of 14.3%. Thus, Mr. Durrance valued the taking of the permanent easement at $0.104 \text{ acres} (4,513 \text{ sf}) \times \$27,500/\text{acre} \times 50\% = \$1,400$ and damages to the remainder at \$50,000 for a total valuation of the taking at \$51,400.

Kurt Bauerle, Esquire, represented the Mr. and Mrs. Lee. Mr. Bauerle did not prepare a formal appraisal of the property in an effort to mediate the case with minimal experts fees incurred. Notwithstanding, Mr. Bauerle argued the total compensation due to the Lee's was \$372,400. In support of his number, Mr. Bauerle argued that the CFX appraised an adjacent property with a similar size and similar highest and best use at 40% severance damages. Additionally, Mr. Bauerle argued that CFX's own damage studies find impacts to residential properties up to 59% severance damages. After a full day mediation on November 21, 2017, the parties successfully negotiated a settlement in the total amount of \$171,400.00 as full settlement of all claims for compensation for Parcel 890, including full settlement of any and all claims and/or apportionment claims as to any interest held by Mr. and Mrs. Lee in Parcel 287/887 and Parcel 289 including all statutory attorneys' fees and experts' fees and costs, subject to apportionment claims, if any.

For the above-cited reasons, Right of Way counsel requests the CFX Board approve the settlement of the underlying property owners' compensation, all attorneys' fees and experts' fees and costs in the total amount of \$171,400.00, less the \$51,400.00 previously deposited. Settlement of any and all claims for Parcel 890, as well as any interest in Parcel 287/887 and Parcel 289 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire the parcel. The Right of Way Committee recommended this settlement at its December 13, 2017 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed total settlement of \$171,400.00 in settlement of all claims for compensation in the acquisition of Parcel 890, any interest in Parcel 287/887 and Parcel 289, and all attorneys' fees and experts' fees and costs.

ATTACHMENTS

Exhibit "A" – Jurisdiction of Subject Area

Exhibit "B" – Aerial/Sketch of the Subject Area

Composite Exhibit "C" – Remainder Showing Easements and Access to Pond

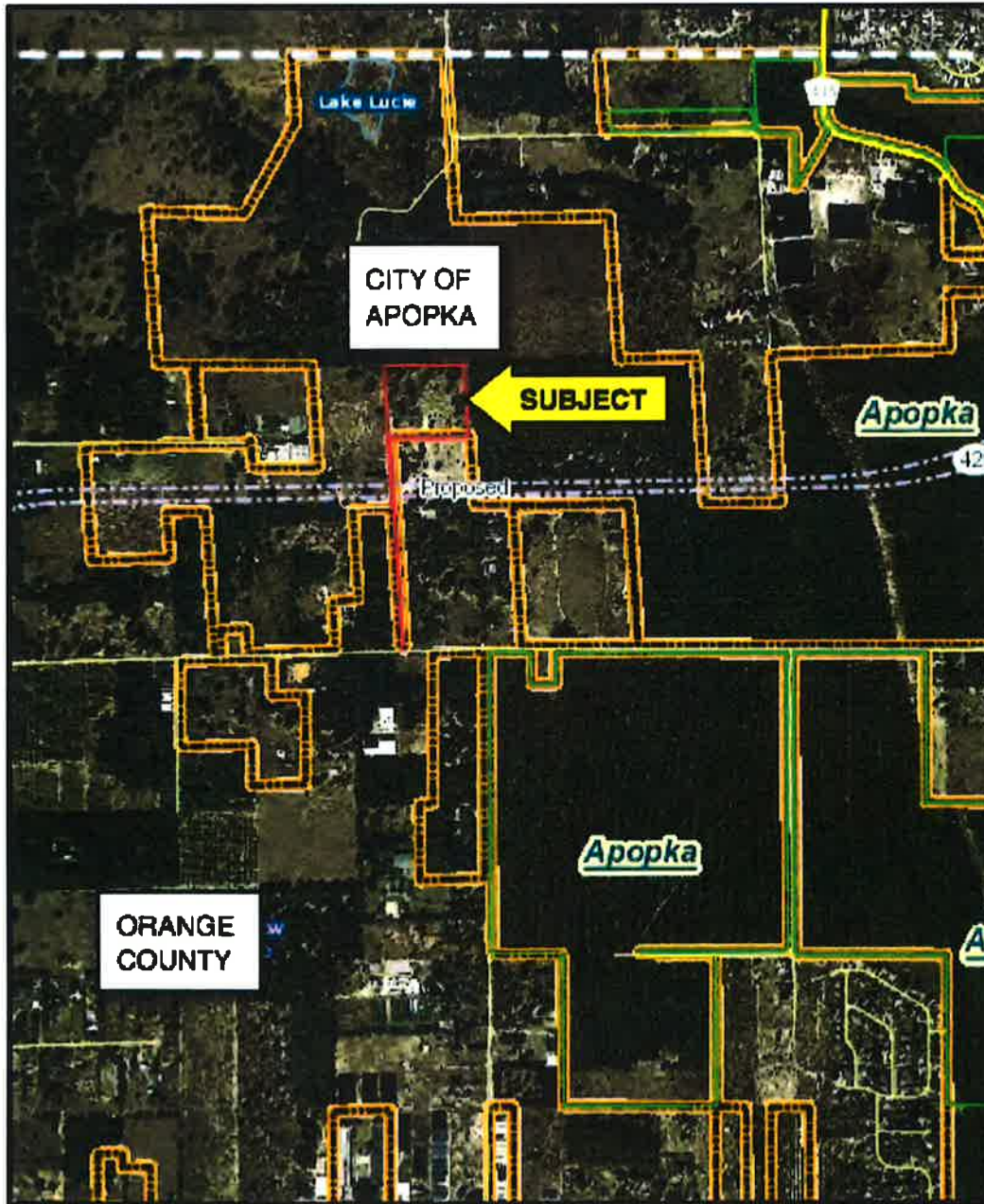
Exhibit "D" – Sketch of the Subject Property

Exhibit "E" – Mediated Settlement Agreement

Reviewed by:

A handwritten signature in cursive script, appearing to read "Joseph J. Pissatore", is written over a horizontal line.

ORLDOCS 15798089 1



JURISDICTION OF SUBJECT AREA



AERIAL/SKETCH

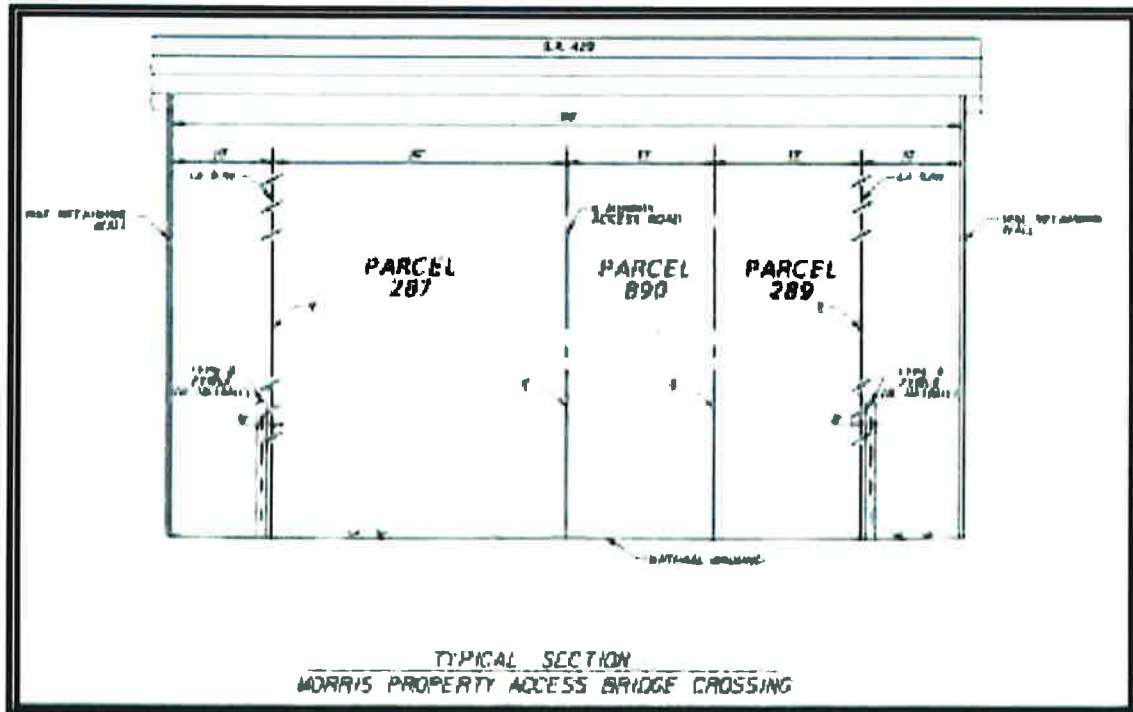
(Source: OCPAR.org – 2014 Image Date)

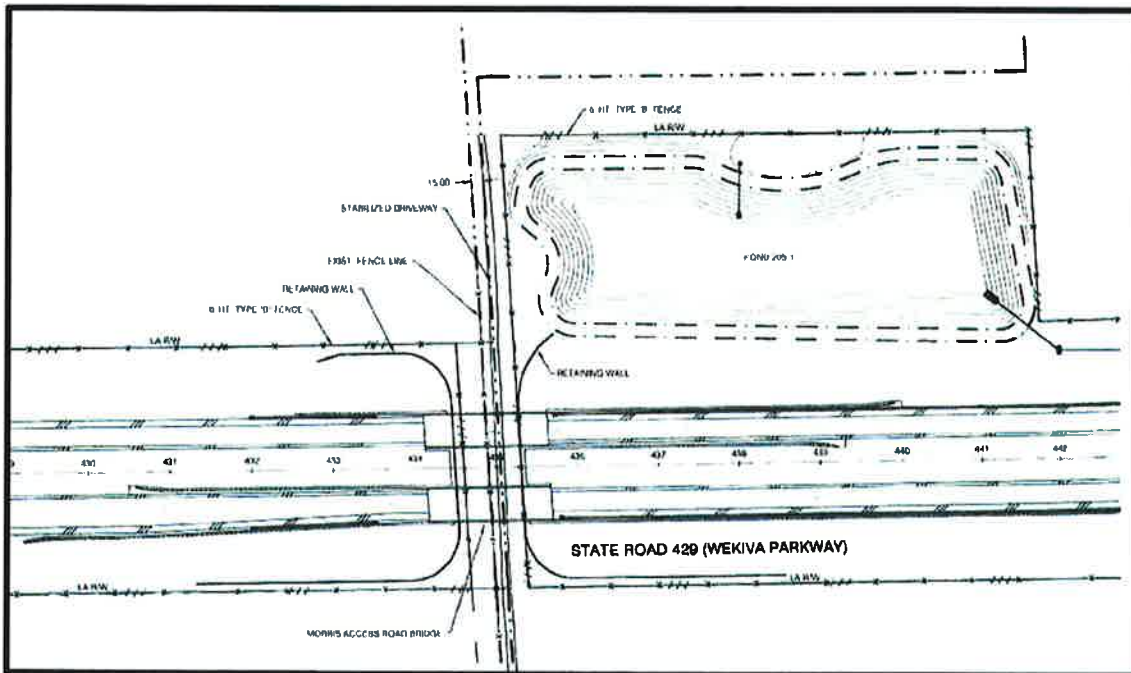
REMAINDER DESCRIPTION

The acquisition is of a permanent easement; as such the remainder land size is unchanged. State Road 429 (Wekiva Parkway), within this section, will be constructed as a four-lane divided limited access highway from east of the State Road 429/State Road 46 interchange to east of Plymouth Road. The roadway will be secured with a six-foot F.D.O.T. type "B" fence. The construction plans show the proposed roadway will be constructed with depressed center medians utilized for stormwater storage. The proposed roadway will have an open drainage system consisting of roadside swales that will direct stormwater runoff from the roadway to ditch bottom inlets and convey it to drainage retention areas, constructed with the roadway project, that will treat and attenuate stormwater prior to discharging.

Within the permanent easement area, a bridge will be constructed over the subject drive allowing it to function as intended. The construction plans show the proposed roadway will be constructed approximately 23 feet above grade with a minimum vertical clearance of 17' 5½" above the existing driveway, allowing access to the remainder property from Haas Road. The expressway travel lanes are setback from the remainder southern property line more than 410 feet and the closest manufactured residence on the property will be setback more than 575 feet from the closest travel lane. A stormwater pond will be constructed between the "flag" portion of the remainder and the Wekiva Parkway.

The bridge crossing and remainder sketch are shown as follows.





HIGHEST AND BEST USE (AFTER)

The location of the remainder has changed from essentially a rural-type setting, adjacent to undeveloped acreage to being located proximate to an elevated expressway. Therefore, we have studied the effects of the "expressway location" on adjacent residential properties via extensive research/compilation of data, paired sales analysis and interviews with market participants. The study and related data/analysis are contained within the appraisal file. The results of the study indicate the adjacency of an expressway to a residential property can have an adverse impact. The estimated impact to the remainder property will be discussed in the following section of the appraisal. Considering the locational adverse impact on the residential use, the highest and best use of the remainder is for continued use of the less desirable remaining residential improvements until market demand warrants redevelopment.

PROPERTY VALUE ESTIMATE (AFTER)

As a result of the impacts of the taking and road project, the remainder requires adjustments to account for the loss of the part taken and expressway location. The expressway location adjustment is estimated to be \$50,000 given the characteristics of the property. Therefore, the remainder value is calculated as follows:

Before Value	\$350,000
Less: Part Taken (Permanent Easement)	(1,400)
Less: Expressway Location Adjustment	<u>(50,000)</u>
Remainder Value	\$298,600

**TWO HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED DOLLARS
(\$298,600)**

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 890
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 946.92 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 15.02 FEET TO A POINT ON THE WEST LINE OF THE EAST 15 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 15.02 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE EAST 30 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,513 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 25, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

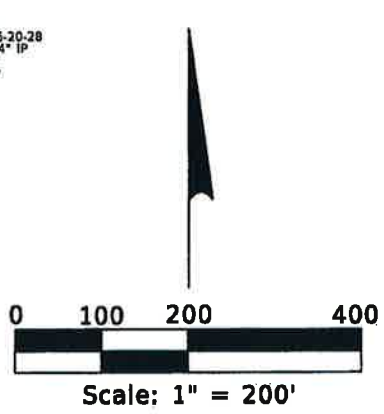
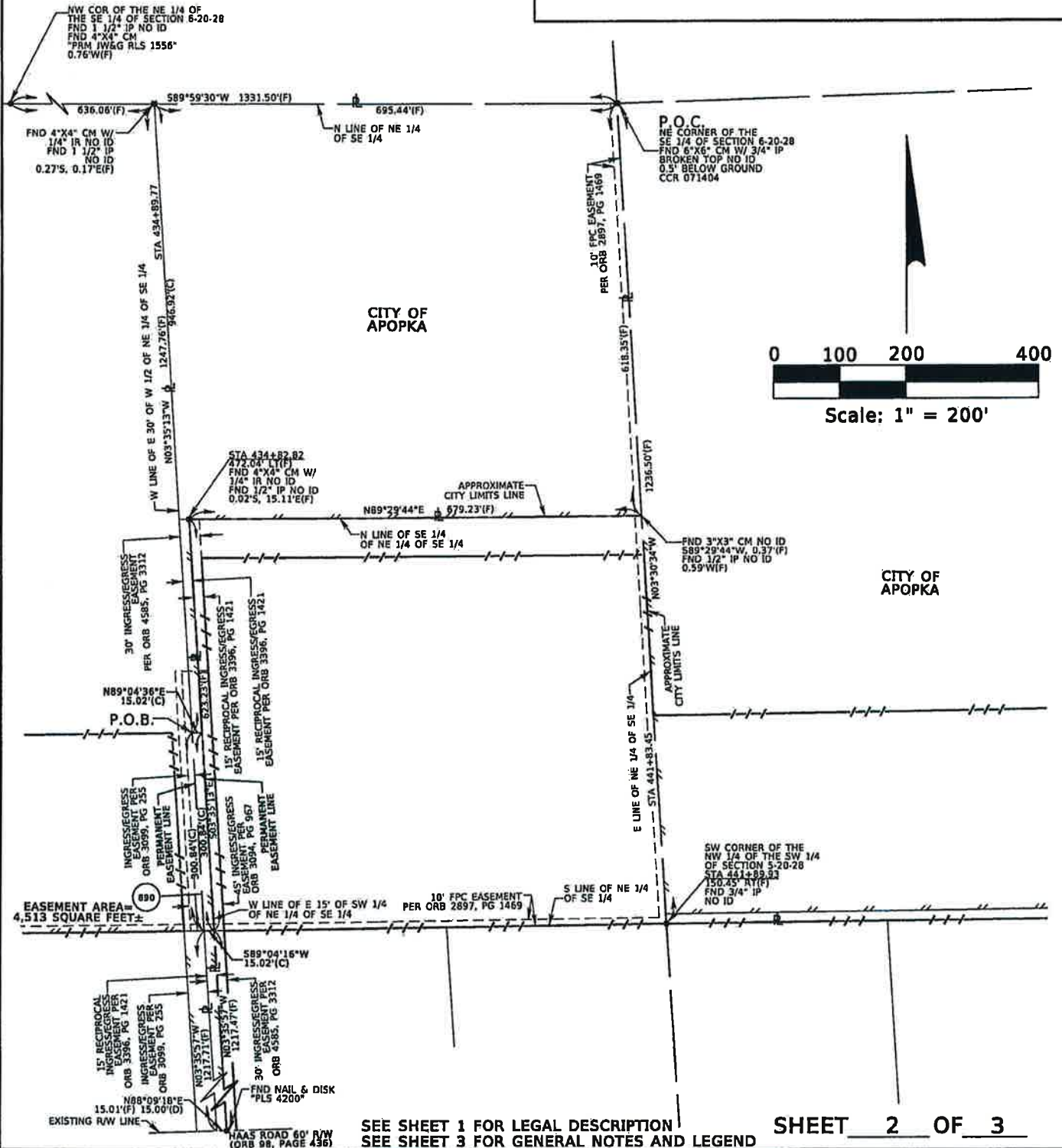
STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 890

EXHIBIT "D"



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 DATE: APRIL 25, 2013
 PROJECT NO.: P04-04
 DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 890

SHEET 2 OF 3

GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING
 2700 WESTHALL LANE
 SUITE 137
 MATTLAND, FLORIDA 32751
 VOICE: (407) 660-2322 FAX: 660-8223
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	R	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
FPC	= FLORIDA POWER CORPORATION	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	STA	= STATION
IR	= IRON ROD	W/	= WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 89°59'30" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED JANUARY 30, 2013, FILE NO. 2037-2898339, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 11-21-13
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

REVISED PER COMMENTS	DPW	05/23/2013
REVISION	BY	DATE

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: APRIL 25, 2013
PROJECT NO.: P04-04
DRAWN: DPW CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 890**

 **GEOLOGICAL CONSULTANTS, INC.**
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2922 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

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

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

CASE NO: 2015-CA-008226

Subdivision 39

Parcel 890

Petitioner,

vs.

JUNG LEE,
RAI SEVN KIM, et. al.

Respondent(s).

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on November 21, 2017, Respondent(s), JUNG LEE and RAI SEVN KIM, and representatives of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to Respondent(s), JUNG LEE and RAI SEVN KIM (referred to as "Respondent") the sum of ONE HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED Dollars exactly (\$171,400), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcels 890, 287, 289 including statutory interest and all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, and costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of FIFTY-ONE THOUSAND FOUR HUNDRED Dollars (\$51,400). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of ONE HUNDRED TWENTY THOUSAND Dollars exactly (\$120,000), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

2. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

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

4. 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.

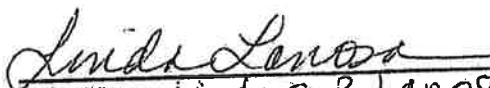
5. Counsel for Petitioner will submit to the Court a standard Motion for Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.


6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcels 890, 287, 887, 287 severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.


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

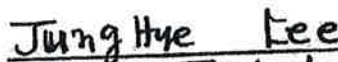
8. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

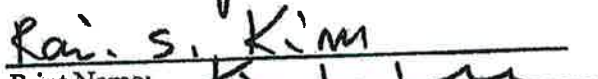
9. This Settlement Agreement, executed by the parties and their counsel on this 21st day of November, 2017, contains all the agreements of the parties.


Print Name: Linda S. Lanosa
Central Florida Expressway Authority


Print Name: David A. Shoritz
Counsel for CFX


Print Name: LAWRENCE WATSON JR
Mediator


Print Name: Jung Hye Lee
Owner



Print Name: Rai S. Kim
Owner


Print Name: Kurt Baunde
Attorney for Owner

**Consent Agenda Item
#11**



MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel 
DATE: November 17, 2017
RE: Modification to 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 approval of the CFX Board for a modification to the 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 modified Second Agreement for Engineering Expert Witness Consulting Services which includes the modified Schedule of Rates as Exhibit A in which provision is made for payment for a Project Engineer at \$145.00 per hour and a CAD Technician at \$105.00 per hour is attached for your review.

BACKGROUND/DESCRIPTION

The Second Agreement for Engineering Expert Witness Consulting Services by Landon, Moree & Associates, Inc. was recommended for approval at the Right of Way Committee meeting on October 25, 2017, and approved by the Board at its November 9, 2017 meeting. Upon presentation of the Agreement for execution, it was noted the provision for the services of a Project Engineer and CAD Technician, originally provided for in the Addendum to the Agreement for Engineering Expert Witness Consulting Services dated October 10, 2013, was missing from the Schedule of Rates attached as Exhibit A. These are the only changes being made to the previously approved agreement.

REQUESTED ACTION

It is respectfully requested that the Central Florida Expressway Board approve the modification of the Schedule of Rates attached as Exhibit A to the Second Agreement for Engineering Expert Witness Consulting Services and authorize execution of the Second Agreement. Second Agreement Value: \$50,000.00. All other terms of the agreement remain the same as previously recommended by the Right of Way Committee and approved by the Board.

ATTACHMENT

Second Agreement for Engineering Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206, with modified Schedule of Rates attached as Exhibit A. This modification to the second agreement was recommended by the Right of Way Committee at its December 13, 2017 meeting.

Reviewed by: 

ORLDOCS 157842762

**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
Project Engineer	\$145.00 per Hour
CAD Technician	\$105.00 per Hour

**Consent Agenda Item
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: December 26, 2017

SUBJECT: *Central Florida Expressway Authority v. Bruce A. and Jeannie R. Hatcher, et al.*,
Case No. 2013-CA-014414-O, Project: 429-202, Parcels 113 (Parts A & B), 713
Location: 1430 Plymouth Sorrento Road, Apopka, Florida
Size of Parent Tract: 14.462 acres
Size of Taking: 0.282 acres plus a temporary construction easement

PROPERTY DESCRIPTION

The subject property is owned by Bruce and Jeannie Hatcher. It is a triangularly-shaped, flag lot located on Plymouth Sorrento Road in unincorporated Orange County. CFX's appraiser estimated full compensation for the property taken at \$81,200. The property owners' appraiser valued the property taken at \$783,100.

JURY TRIAL

The case was tried before a 12-person jury in April 2016. After hearing testimony from appraisers, planners, and engineers over a five-day period, the jurors returned a verdict in the amount of \$260,000. The Central Florida Expressway Authority ("CFX") served an Offer of Judgment in the amount of \$200,000, but the jury verdict was just over that amount.

EXPERT FEES AND COSTS

Section 73.091, Florida Statutes, requires the condemning authority to pay "all reasonable costs incurred in the defense of the proceedings." Counsel for the property owners provided invoices from all of its experts, including an appraiser, a planner, a market analyst, an engineer, a sound expert, a second appraiser, a contractor, a surveyor, and a visualization expert. The expert fees total \$201,012.98 and the costs add another \$32,478.74 as described in the spreadsheet and invoices attached as **Composite Exhibit A**.

After numerous discussions with counsel for the property owners and the experts, the experts agreed to reduce their fees and costs from \$201,012.98 to \$167,611.39, or by a total of \$33,401.59, as outlined in the table below.

Project: 429-202, Parcels 113 (Parts A & B) and 713
 Owners: Bruce and Jeannie Hatcher

EXPERT FEES	INVOICED AMOUNT	SETTLEMENT AMOUNT
Calhoun, Dreggors & Associates	\$81,886.00	\$72,000.00
Vanassee Hangen Brustlin, Inc.	36,302.85	28,017.64
Lakemont Group	20,475.00	17,403.75
MEI Civil	37,256.63	30,130.00
Derango, Best, & Associates Professional Services	3,175.00	2,500.00
Ovation Construction, Inc.	1,260.00	1,260.00
Accuright Surveys	3,600.00	3,600.00
Power Accoustics	14,040.00	10,100
Juris Corporation	3,017.50	2,600
TOTAL EXPERT FEES	\$201,012.98	\$167,611.39

The reduction represents a discount of approximately 15% to 20%. To contest the reasonableness of an expert's fee, it would be necessary for the court to hold a hearing. Section 73.092(2) of the Florida Statutes provides for the assessment of attorney fees for supplemental proceedings. The cost of contesting an expert fee is a factor that needs to be considered when evaluating the merits of a proposed settlement.

Regarding costs, most of the costs were supported by receipts, reports, or other documentation. Costs that were not supported by receipts, adequate documentation, or were tantamount to be overhead expenses were not considered. The total costs were reduced by just over \$1,100 as summarized in the table below.

	INVOICED AMOUNT	PROPOSED SETTLEMENT
Court Reporters	\$15,423.25	\$15,423.25
Process Servers	\$1,020	1,020.00
Printing and Exhibit Preparation	\$14,921.73	14,921.73
Courier Services	835.51	0
Miscellaneous Expenses	278.25	0
Total	\$32,478.74	\$31,364.98

A proposed Settlement Agreement with counsel for the property owners and confirmation emails from two of the experts are attached as **Exhibit B**.

Project: 429-202, Parcels 113 (Part A & B) and 713
Owners: Bruce and Jennie Hatcher

REQUESTED ACTION

Board approval is requested for the payment of reasonable expert fees and costs as to Parcel 113 (Parts A & B) and 713 in the amount of \$198,976.37. This resolves all remaining claims whatsoever, including claims of compensation arising from the taking of Parcels 113 (Part A & B) and 713, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, experts costs and any other claim.

The Right of Way Committee recommended approval on December 13, 2017.

Exhibits

Exhibit A. Spreadsheet of expert fees and costs with Invoices and Receipts.

Exhibit B. Settlement Agreement

Reviewed by:



CFX v. HATCHER
CASE NO.: 2013-CA-014414-0

Prepared Date: 6/29/16

HATCHER FEES AND COSTS
Client: Bruce & Jeannie Hatcher

EXPERTS:

CALHOUN, DREGGORS & ASSOCIATES	
A) 6/1/16 INVOICE PROFESSIONAL SERVICES	\$ 81,886.00
VANASSEE HANGEN BRUSTLIN, INC.	
A) 6/2/16 INVOICE PROFESSIONAL SERVICES	\$ 36,302.85
LAKEMONT GROUP	
A) 5/31/16 INVOICE 2 PROFESSIONAL SERVICES	\$ 20,475.00
MEI CIVIL	
A) 5/31/16 INVOICE 193003H-2 PROFESSIONAL SERVICES	\$ 37,256.63
POWER ACCOUSTICS, INC.	
A) 1/4/16 INVOICE 16-1240 PROFESSIONAL SERVICES	\$ 6,922.50
B) 5/31/16 INVOICE 16-05262 PROFESSIONAL SERVICES	\$ 7,117.50
DeRANGO, BEST, & ASSOCIATES PROFESSIONAL SERVICES	
A) 1/4/15 PROFESSIONAL SERVICES	\$ 3,175.00
OVATION CONTRUCTION, INC.	
A) 1/3/16 INVOICE OV1605 PROFESSIONAL SERVICES	\$ 1,260.00
ACCURIGHT SURVEYS	
A) 10/14/14 INVOICE 40962 PROFESSIONAL SERVICES	\$ 3,600.00
JURIS CORPORATION	
A) 3/4/14 INVOICE 9674 PROFESSIONAL SERVICES	\$ 185.00
B) 1/4/16 INVOICE 9764 PROFESSIONAL SERVICES	\$ 2,832.50
EXPERTS SUBTOTAL	\$ 201,012.98

COURT REPORTERS:

MILESTONE REPORTING (THE REPORTING CO.)	
A) 2/24/2016 INV 100466	\$ 591.55
B) 2/25/2016 INV 100473	\$ 1,112.30
C) 3/3/2016 INV 100657	\$ 1,113.70
D) 3/4/2016 INV 100732	\$ 851.95
E) 3/4/2016 INV 100735	\$ 411.30
F) 3/10/2016 INV 100860	\$ 543.65
G) 3/11/2016 INV 100908	\$ 247.40
H) 5/12/2016 INV 102548	\$ 2,034.00
I) 5/25/2016 INV 104232	\$ 578.50
J) 5/26/2016 INV 102774	\$ 912.50
	<hr/>
	\$ 8,396.85

CFX v. HATCHER
CASE NO.: 2013-CA-014414-0

Prepared Date: 6/29/16

SOUTHERN COURT REPORTERS

A) 2/27/2016 INV 021616C	\$ 1,377.70
B) 2/29/2016 INV 022916C	\$ 75.00
C) 3/3/2016 INV 021816C	\$ 861.60
D) 3/5/2016 INV 022216C	\$ 1,243.30
E) 3/7/2016 INV 030116C	\$ 320.90
F) 3/10/2016 INV 030216C	\$ 921.75
G) 3/16/2016 INV 030916C	\$ 442.48
H) 3/16/2016 INV 031016C	\$ 592.20
I) 3/22/2016 INV 031116C	\$ 679.55
J) 3/25/2016 INV 031416C	\$ 171.95
K) 5/25/2016 INV 030116C	\$ 75.00
	<hr/>
	\$ 6,761.43

HUNTER + GEIST, INC.

A) 4/14/16 INV 132278	\$ 264.97
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COURT REPORTERS SUBTOTAL \$ 15,423.25

PROCESS SERVER:

ASHBURN ASSOCIATES

A) 2/11/2016 INV 608	\$ 40.00
B) 2/11/2016 INV 609	\$ 40.00
C) 2/11/2016 INV 610	\$ 40.00
D) 2/16/2016 INV 641	\$ 50.00
E) 2/17/2016 INV 642	\$ 50.00
F) 2/23/2016 INV 680	\$ 40.00
G) 2/28/2016 INV 925	\$ -
J) 4/15/2016 INV 1813	\$ 80.00
K) 4/15/2016 INV 1814	\$ 80.00
L) 4/15/2015 INV 1817	\$ 80.00
M) 4/15/2016 INV 1818	\$ 80.00
N) 4/15/2016 INV 1819	\$ 200.00
O) 4/17/2016 INV 1816	\$ 160.00
P) 4/18/2016 INV 1815	\$ 80.00
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PROCESS SERVER SUBTOTAL \$ 1,020.00

PRINTING & EXHIBIT PREPARATION:

HARBOUR DIGITAL

A) 2/11/2016 INV 533	\$ 53.25
B) 2/18/2016 INV 570	\$ 252.50
C) 2/18/2016 INV 571	\$ 287.58
D) 2/19/2016 INV 575	\$ 70.01
E) 2/22/2016 INV 577	\$ 1,841.44
F) 3/4/2016 INV 599	\$ 109.91
G) 3/18/2016 INV 630	\$ 639.54
H) 3/21/2026 INV 632	\$ 47.93

CFX v. HATCHER
CASE NO.: 2013-CA-014414-0

Prepared Date: 6/29/16

I) 3/24/2016 INV 649	\$ 721.03
J) 3/28/2016 INV 652	\$ 3,088.48
K) 4/26/2016 INV 725	\$ 1,016.28
	<hr/>
	\$ 8,127.95

TRIANGLE REPROGRAPHICS

A) 4/4/2016 INV 2292115	\$ 224.83
B) 4/4/2016 INV 2292122	\$ 6,140.05
C) 4/4/2016 INV 2292140	\$ 428.90
	<hr/>
	\$ 6,793.78

PRINTING & EXHIBIT PREPARATION SUBTOTAL \$ 14,921.73

COURIER EXPENSES

A.S.A.P. COURIER SERVICE

A) 2/23/2016 INV 3280	\$ 93.79
B) 2/29/2016 INV 3297	\$ 41.64
C) 3/31/2016 INV 3332	\$ 23.98
D) 4/15/2016 INV 3346	\$ 26.56
E) 4/30/2016 INV 3365	\$ 582.33
F) 5/15/2016 INV 3371	\$ 67.21
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COURIER EXPENSE SUBTOTAL \$ 835.51

MISCELLANEOUS EXPENSES

UPS	\$ 20.72
A) 4/25/16 PARKING; TRIAL	\$ 10.00
B) 4/26/16 PARKING; TRIAL	\$ 10.00
C) 4/27/16 PARKING; TRIAL	\$ 10.00
D) 4/28/16 PARKING; TRIAL	\$ 10.00
E) 4/29/16 PARKING; TRIAL	\$ 10.00
F) 5/2/16 PARKING; TRIAL	\$ 10.00
G) 6/15/16 JUROR LUNCH INVOICE	\$ 197.53
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MISCELLANEOUS EXPENSE SUBTOTAL \$ 278.25

TOTAL COSTS INCURRED: \$ 233,491.72

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

June 1, 2016

Thomas P. Callan Esq.
c/o Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: Owner: Hatcher
Project: Wekiva Parkway
Parcel Nos.: 113/713
County: Orange

INVOICE

Meetings with owner's representative, meeting with property owners, exterior inspection of subject property with property owner, meetings/conferences with other experts, land sales research and analysis, improved home sales research and analysis, analysis and review of reproduction cost estimate provided by contractor, review of other sub-consultant reports, review and research of project history for the Wekiva Parkway, review analysis of historical sales of other properties impacted by the Parkway, interviews and consultation with City of Apopka land planning department staff, analysis of the highest and best use before and after the taking, analysis of the taking and impacts to the remainder, preparation and review of appraisal report.

Abrams Schmidt:	86.75 Hrs. x \$175/Hr. =	\$15,181	
Dreggors:	38.75 Hrs. x \$275/Hr. =	<u>10,656</u>	
Subtotal			\$25,837

Review CFX reports, review our expert rebuttal reports, preparation of rebuttal report.

Abrams Schmidt:	45.75 Hrs. x \$175/Hr. =	\$8,006	
Dreggors:	23.00 Hrs. x \$275/Hr. =	<u>6,325</u>	
Subtotal			\$14,331

Preparation for deposition, attend deposition, preparation for trial, attend trial.

Researcher:	23.50 Hrs. x \$ 75/Hr. =	\$ 1,762	
Abrams Schmidt:	86.50 Hrs. x \$175/Hr. =	15,137	
Dreggors:	90.25 Hrs. x \$275/Hr. =	<u>24,819</u>	
Subtotal			\$41,718
Total			\$81,886

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

OWNER	HATCHER	RESEARCHER
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	113/713	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/04/16	ASSIST WITH TRIAL EXHIBITS.	7.25
03/07/16	CONTINUE TO ASSIST WITH TRIAL EXHIBITS.	8.00
03/08/16	CONTINUE TO ASSIST WITH TRIAL EXHIBITS.	6.50
03/14/16	CONTINUE TO ASSIST WITH TRIAL EXHIBITS.	<u>1.75</u>
	TOTAL HOURS	23.50

OWNER	HATCHER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	113/713	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
07/15/15	REVIEW/ANALYSIS OF CONDEMNOR'S APPRAISAL; PREPARE FOR MEETING; MEETING WITH EXPERTS; PULL SUBJECT INFORMATION.	4.25
09/17/15	PREPARE FOR AND MEET WITH EXPERTS; RESEARCH SALES.	3.25
09/23/15	RESEARCH/ANALYSIS OF SALES.	2.00
09/24/15	RESEARCH SALES.	4.25
10/15/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.25
11/05/15	RESEARCH/ANALYSIS OF SALES.	3.75
11/09/15	RESEARCH/ANALYSIS OF SALES.	5.25
11/13/15	REVIEW OF SALES DATA; ANALYSIS OF SALES; ANALYSIS OF DAMAGES; MEETING WITH RICK TO REVIEW.	4.75
11/24/15	WORK ON SALE WRITE-UPS/EXHIBITS; VERIFY SALES.	3.00
11/30/15	WORKED ON SALE WRITE-UPS.	2.50
12/02/15	ANALYSIS OF SALES.	1.75
12/03/15	WORKED ON SALE WRITE-UPS AND EXHIBITS.	3.00
12/08/15	PREPARE FOR SITE INSPECTION; VERIFY SALES.	2.25
12/09/15	MET WITH OWNER; INSPECTED SUBJECT PROPERTY AND SOME OF THE SALES.	3.75
12/11/15	PREPARE FOR MEETING; LUNCH MEETING WITH OWNER'S REPRESENTATIVE; REVIEW OF WEKIVA PARKWAY HISTORY DOCUMENTS.	3.25
12/14/15	BEGIN APPRAISAL OF SUBJECT.	3.50
12/15/15	CONTINUE TO ASSIST WITH APPRAISAL.	4.25
12/16/15	CONTINUE TO ASSIST WITH APPRAISAL; WORKED ON NEW LAND SALE WRITE-UPS; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	5.00
12/17/15	ASSIST WITH APPRAISAL; REVIEW WITH RICK.	3.25

OWNER	HATCHER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	113/713	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
12/18/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ASSIST WITH APPRAISAL.	5.75
12/21/15	WORK ON SALE WRITE-UPS; ASSIST WITH APPRAISAL; WORKED ON VERIFICATIONS.	5.25
12/22/15	ASSISTED WITH APPRAISAL; WORKED ON SALES WRITE-UP.	6.75
12/23/15	ASSISTED WITH APPRAISAL; MEETING WITH RICK AND OWNER'S REPRESENTATIVE.	<u>5.75</u>
	SUBTOTAL HOURS	86.75
01/07/16	REVIEW OF UPDATED CONDEMNOR APPRAISAL IN PREPARATION FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS TO REVIEW REBUTTAL REPORTS; ANALYSIS OF CONDEMNOR'S SALES.	3.00
01/08/16	INSPECT CONDEMNOR'S LAND SALES; GATHER MORE INFORMATION ON CONDEMNOR SALES.	5.75
01/11/16	ANALYSIS OF CONDEMNOR SALES; WORK ON REVIEW APPRAISAL.	3.75
01/12/16	ASSIST WITH APPRAISAL REVIEW.	2.50
01/13/16	ASSISTED WITH REVIEW APPRAISAL.	2.00
01/19/16	ASSIST WITH REPORT; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	3.00
01/26/16	ASSIST WITH REVIEW APPRAISAL.	2.50
01/27/16	MEETING WITH RICK; PROOFREAD REVIEW REPORT.	1.50
01/29/16	REVIEW OF CFX'S REBUTTAL ANALYSIS.	0.75
02/04/16	REVIEW OF BLIGHT INFORMATION; PREPARE FOR MEETING NEXT WEEK WITH EXPERTS.	3.00
02/08/16	MEETING WITH EXPERTS REGARDING CONDEMNATION BLIGHT.	1.25
02/09/16	MEETING WITH OWNER'S REPRESENTATIVE REGARDING REBUTTAL REPORTS AND DEPOSITION.	3.00

OWNER	HATCHER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	113/713	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/10/16	ANALYSIS OF CONDEMNATION BLIGHT; PREPARE EXHIBITS BASED ON NOTES FROM MEETING.	3.50
02/18/16	MEETING WITH OWNER'S REPRESENTATIVE REGARDING DEPOSITIONS AND CONDEMNATION BLIGHT; WORK ON RESEARCHING INFORMATION DISCUSSED IN MEETING.	4.00
02/19/16	MEETING WITH RICHARD ANDERSON AND FRANK KRUPPENBACHER; RESEARCH CONDEMNATION BLIGHT MATERIAL; DEPOSITION PREPARATION.	4.25
02/21/16	MEETING WITH OWNER'S REPRESENTATIVE AND LAND PLANNER.	<u>2.00</u>
	SUBTOTAL HOURS	45.75
02/22/16	MEETING WITH RICK TO GO OVER DEPOSITION PREPARATION.	5.75
02/23/16	CONFERENCE CALLS WITH OWNER'S REPRESENTATIVE; MEETING WITH RICK TO DISCUSS DEPOSITION PREPARATION; RESEARCH/ANALYZE MATERIAL FOR DEPOSITION PREPARATION; CREATE DEPOSITION EXHIBITS.	8.25
02/24/16	DEPOSITION PREP; MEETING WITH OWNER'S REPRESENTATIVE; ATTEND RICK'S DEPOSITION.	8.50
02/25/16	ADDITIONAL ANALYSIS OF SUBJECT DATA; DISCUSS FINDINGS WITH RICK.	3.25
03/07/16	ASSIST WITH TRIAL EXHIBITS.	2.25
03/08/16	WORKED ON TRIAL EXHIBITS; MEETING WITH RICK TO REVIEW.	6.75
03/14/16	WORKED ON TRIAL EXHIBITS.	3.50
03/21/16	WORK ON TRIAL EXHIBITS; MEETING WITH OWNER'S REPRESENTATIVE TO DISCUSS OUT TRIAL EXHIBITS AND CFX'S REBUTTAL DOCUMENTS.	8.00

OWNER	HATCHER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	113/713	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/22/16	WORK ON TRIAL EXHIBITS; REVIEW DOCUMENTS SENT FROM OWNER'S REPRESENTATIVE; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	3.25
03/24/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; WORK ON EXHIBITS.	2.25
04/05/16	PREPARE FOR MEETING; MEETING WITH EXPERTS TO REVIEW TRIAL EXHIBITS; REVIEW/ANALYSIS OF TRIAL EXHIBITS.	4.50
04/06/16	REVIEW/ANALYSIS OF TRIAL EXHIBITS; MEETING WITH RICK TO REVIEW.	2.75
04/18/16	WORKED ON TRIAL NOTEBOOK; REVIEW OF TRIAL EXHIBITS.	1.75
04/19/16	TRIAL PREPARATION; MEETING WITH RICK TO REVIEW MATERIAL.	4.25
04/20/16	TRIAL PREPARATION; MEETING WITH OWNER'S REPRESENTATIVE AND LAND PLANNER; REVIEW/ANALYSIS OF HALL'S WEKIVA APPRAISALS.	5.00
04/21/16	TRIAL PREPARATION; REVIEW DOCUMENTS; ASSIST RICK FOR TRIAL.	3.25
04/25/16	TRIAL PREPARATION; REVIEW DOCUMENTS; ASSIST RICK FOR TRIAL.	4.00
04/26/16	TRIAL PREPARATION; REVIEW DOCUMENTS; ASSIST RICK FOR TRIAL.	4.25
04/27/16	TRIAL PREPARATION; REVIEW DOCUMENTS; ASSIST RICK FOR TRIAL.	<u>5.00</u>
	SUBTOTAL HOURS	86.50
	TOTAL HOURS	219.00

OWNER	HATCHER	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	113/713	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
07/15/15	REVIEW INFORMATION ON THE SUBJECT PROPERTY.	0.75
09/17/15	PREPARE FOR AND MEET WITH EXPERTS AND OWNER'S REPRESENTATIVE; REVIEW HIGHEST AND BEST USE BEFORE AND DAMAGES TO REMAINDER.	1.75
10/15/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW DEADLINES AND OUR REMAINING SCOPE OF WORK.	0.25
10/16/15	EXTERIOR INSPECTION OF SUBJECT PARCEL AND MEET WITH OWNER.	1.75
11/11/15	PREPARE FOR AND MEET WITH PLANNER AND OWNER'S REPRESENTATIVE; REVIEW HIGHEST AND BEST USE BEFORE AND AFTER THE TAKING.	2.00
11/13/15	MEETING WITH ASSOCIATE TO REVIEW OUR ANALYSIS AND SCOPE/DEADLINE.	1.25
11/17/15	REVIEW LAND SALES.	2.00
11/24/15	MEETING WITH OWNER'S REPRESENTATIVE AND CONFERENCE CALL WITH PLANNER TO REVIEW HIGHEST AND BEST USE BEFORE AND AFTER THE TAKING; REVIEW PREVIOUS TAKINGS IN THE AREA; CONFERENCE CALL WITH OWNERS.	2.25
12/10/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW VHB REPORT.	1.75
12/11/15	REVIEW SALES; REVIEW CONSULTANT REPORT; REVIEW AND DISCUSS WITH OWNER'S REPRESENTATIVE; INSPECT SALES.	6.75
12/16/15	REVIEW AFTER SALES AND OTHER LAND SALES; MEETING WITH ASSOCIATE TO REVIEW.	3.25
12/17/15	ANALYSIS OF SALES; REVIEW WITH ASSOCIATE.	2.25
12/21/15	REVIEW/WRITE REPORT.	6.25
12/22/15	REVIEW/WRITE REPORT.	1.25
12/23/15	REVIEW/WRITE REPORT; REVIEW WITH ASSOCIATE.	<u>5.25</u>
	SUBTOTAL HOURS	38.75

OWNER	HATCHER	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	113/713	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
01/07/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE AND EXPERTS REGARDING OUR REBUTTAL REPORT.	1.00
01/11/16	MEETING WITH OCPA DIRECTOR OF OPERATIONS TO REVIEW VALUES AND MARKET DATA FOR WEST ORANGE COUNTY.	0.75
01/15/16	INSPECT CFX LAND SALES.	3.00
01/25/16	REVIEW/WRITE REBUTTAL REPORT.	2.00
01/26/16	ASSIST WITH APPRAISAL REVIEW/REBUTTAL REPORT.	0.75
01/27/16	ASSIST WITH APPRAISAL REVIEW/REBUTTAL REPORT; REVIEW WITH ASSOCIATE.	0.50
01/28/16	FINALIZE REBUTTAL REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW VHB MATERIAL.	0.50
02/02/16	BEGIN REVIEW OF CFX REBUTTAL REPORTS.	0.75
02/08/16	PREPARE AND MEET WITH EXPERTS AND OWNER TO REVIEW IMPACTS OF THE PROJECT IN THE AREA; REVIEW EXAMPLES OF THESE AND DOCUMENTS.	0.75
02/09/16	MEETING WITH OWNER'S REPRESENTATIVE TO PREPARE FOR REBUTTAL ANALYSIS.	2.50
02/18/16	MEETING WITH EXPERTS TO REVIEW CONDEMNATION BLIGHT DOCUMENTS; PREPARE FOR DEPOSITION.	4.75
02/19/16	PREPARE FOR REBUTTAL POSITION; MEETING WITH RICHARD ANDERSON AND FRANK KRUPPENBACHER TO REVIEW IMPACTS OF THE WEKIVA PARKWAY ON DEVELOPMENT TRENDS AND LAND VALUES.	3.75
02/21/16	MEETING WITH PLANNER.	<u>2.00</u>
	SUBTOTAL HOURS	23.00
02/22/16	PREPARE FOR DEPOSITION; REVIEW SALES AND DOCUMENTS WITH ASSOCIATE.	3.50

OWNER	HATCHER	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	113/713	
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DATE	TYPE OF SERVICE	HOURS
02/23/16	PREPARE FOR DEPOSITION; REVIEW FILES.	7.75
02/24/16	PREPARE FOR AND ATTEND DEPOSITION.	9.25
02/25/16	PREPARE FOR CONTINUATION OF DEPOSITION; REVIEW DOCUMENTS WITH ASSOCIATE.	1.25
02/26/16	PREPARE FOR AND CONTINUE DEPOSITION.	2.50
02/29/16	REVIEW ADDITIONAL DOCUMENTS FROM TOM CALLAN'S OFFICE; BEGIN ASSISTING WITH TRIAL EXHIBITS.	1.75
03/04/16	ASSIST WITH PREPARATION AND REVIEW OF TRIAL EXHIBITS.	1.50
03/07/16	ASSIST WITH TRIAL EXHIBIT PREPARATION AND REVIEW.	1.25
03/08/16	ASSIST WITH REVIEW TRIAL EXHIBITS; DISCUSS WITH ASSOCIATE; CONFIRM WITH PLANNER TO REVIEW EXHIBITS.	1.75
03/09/16	MEETING WITH EXPERTS TO REVIEW TRIAL EXHIBITS.	0.75
03/10/16	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW DEPOSITION TESTIMONY AND EXHIBITS.	1.25
03/16/16	ASSIST WITH TRIAL EXHIBITS; CONFERENCE WITH PAMELA RATHBONE TO REVIEW EXHIBITS NEEDED TO TURN OVER; REVIEW MY DEPOSITION.	4.50
03/30/16	MEETING WITH OWNER'S REPRESENTATIVE TO PREPARE FOR TRIAL; REVIEW TRIAL EXHIBITS AND OTHER DOCUMENTS.	3.50
04/05/16	REVIEW TRIAL EXHIBITS; MEETING WITH EXPERTS TO REVIEW.	1.75
04/06/16	REVIEW TRIAL EXHIBITS WITH ASSOCIATE.	0.50
04/12/16	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW TRIAL EXHIBITS.	1.75
04/18/16	REVIEW TRIAL QUESTIONS; BEGIN PREPARATION OF MY TRIAL TESTIMONY.	1.00

OWNER	HATCHER	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	113/713	
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DATE	TYPE OF SERVICE	HOURS
04/19/16	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING TRIAL EXHIBITS AND COST TO CURE FOR REMAINDER; REVIEW WITH ASSOCIATE.	0.75
04/20/16	TRIAL PREPARATION; MEETING WITH TOM CALLAN AND JIM HALL.	3.25
04/21/16	TRIAL PREPARATION; REVIEW CFX MOTIONS IN LIMINE; MEETING WITH ASSOCIATE; CONFERENCE WITH OWNER'S REPRESENTATIVE.	2.75
04/22/16	PREPARE FOR TRIAL; CONFERENCE WITH PLANNER.	2.50
04/24/16	PREPARATION FOR TRIAL; CONFERENCE/MEETING WITH OWNER'S REPRESENTATIVE.	5.75
04/25/16	PREPARATION FOR TRIAL; REVIEW DOCUMENTS; REVIEW/READ DEPOSITIONS; MEETING WITH ASSOCIATE TO REVIEW.	5.75
04/26/16	PREPARATION FOR TRIAL; REVIEW DOCUMENTS; REVIEW/READ DEPOSITIONS; MEETING WITH ASSOCIATE TO REVIEW.	6.00
04/27/16	PREPARATION FOR TRIAL; REVIEW DOCUMENTS; REVIEW/READ DEPOSITIONS; MEETING WITH ASSOCIATE TO REVIEW.	5.00
04/28/16	ATTEND/TESTIFY AT TRIAL.	9.25
04/29/16	ATTEND/TESTIFY AT TRIAL.	<u>3.75</u>
	SUBTOTAL HOURS	90.25
	TOTAL HOURS	152.00



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
 101 Walnut Street, PO Box 9151 | Watertown, MA 02471
 617.924.1770 F 617.924.2286

Mr. Thomas P. Callan
 Thomas P. Callan, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Invoice No: **<Draft>**
 June 02, 2016
 VHB Project No: 61839.00

Invoice Total \$36,302.85

Professional Planning Services for Bruce & Jeannie Hatcher Eminent Domain

Professional Services Thru May 21, 2016

Professional Personnel

	Hours	Rate	Amount	
Principal 1	68.00	250.00	17,000.00	
Technical/Professional 08	1.50	125.00	187.50	
Technical/Professional 07	27.50	125.00	3,437.50	
Technical/Professional 06	14.50	125.00	1,812.50	
Technical/Professional 05	95.50	125.00	11,937.50	
Technical/Support 2	6.50	85.00	552.50	
Technical/Support 5	1.00	95.00	95.00	
Totals	214.50		35,022.50	
Total Labor				35,022.50

Reimbursable Expenses

Travel & Lodging	5.26		
Mileage	14.30		
Printing	1,260.79		
Total Reimbursables		1,280.35	1,280.35

Total this Invoice \$36,302.85

Billings to Date

	Current	Prior	Total
Labor	35,022.50	0.00	35,022.50
Expense	1,280.35	0.00	1,280.35
Totals	36,302.85	0.00	36,302.85



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BUTLER

05/11/16 1.5 hrs. Kickoff meeting for Wekiva Pkwy research; read through Callahan deposition; initial research for maps.

HALL

05/13/13 1.0 hr. Draft conference
05/14/13 0.5 hr. Tele conference
05/24/13 0.5 hr. Tele conference
06/11/13 1.0 hr. Tele conference
07/26/13 0.5 hr. Reviewed property appraiser data
07/30/13 0.5 hr. Client mtg.
08/09/13 1.0 hr. Reviewed draft appraisal
12/09/13 0.5 hr. Client mtg.
12/19/13 0.5 hr. Tele conference
12/26/13 0.5 hr. Tele conference
01/17/14 1.0 hr. Reviewed draft appraisal
01/21/14 1.0 hr. Reviewed site conditions
02/19/14 1.5 hrs. Prep for and attend team mtg
05/01/14 1.0 hr. Meeting
07/23/14 1.0 hr. Prep for and attend team mtg.
12/02/14 2.0 hrs. Mtg. with Wang and Hughes
09/09/15 0.5 hr. Mtg. with Shannon and Hughes
09/17/15 1.0 hr. Meeting
09/23/15 0.5 hr. Reviewed GIS Map series
11/11/15 1.5 hrs. Tele conference
11/20/15 1.0 hr. Tele conference
11/24/15 0.5 hr. Client call
12/10/15 0.5 hr. Edits to DPA with Shannon
01/04/16 0.5 hr. Invoice
01/11/16 0.5 hr. Rebuttal memo
01/12/16 1.0 hr. Review of Comps
02/04/16 1.0 hr. Coord Callan



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02/09/16	2.0 hrs.	Depo prep
02/10/16	1.0 hr.	Depo
02/21/16	2.0 hrs.	Depo prep
02/22/16	2.0 hrs.	Depo prep
02/23/16	9.0 hrs.	Depo
03/04/16	1.0 hrs.	Tele conference with Callan Law
04/05/16	2.0 hrs.	Client mtg.
04/07/16	4.0 hrs.	Meeting with Shannon; review of research, trial docs
04/08/16	2.0 hrs.	Review of docs
04/20/16	2.0 hrs.	Client mtg
04/22/16	1.0 hr.	Conference call
04/25/16	3.0 hrs.	Trial prep
04/26/16	3.0 hrs.	Trial prep
04/27/16	6.0 hrs.	Trial prep/trial/testimony postponed
04/28/16	4.0 hrs.	Hatcher trial
05/09/16	1.5 hrs.	Client mtg
<u>HUGHES</u>		
12/09/13	2.5 hrs.	Meeting w/ client to discuss project, including highest and best use for property in the before and after; review appraisal received via email from client
12/10/13	3.5 hrs.	Review DPA report prepared, including current FLU and zoning; attend site visit; drive back to office
12/11/13	1.5 hrs.	Research SR 429 extension history; review draft DPA reports and redline
12/12/13	1.0 hr.	Continue reviewing draft DPA report; review new appraisal
12/13/13	1.0 hr.	Continue reviewing draft DPA report; review new appraisal
02/19/14	1.5 hrs.	Continue reviewing draft DPA report; review new appraisal
<u>JACKOWSKI</u>		
05/08/13	0.5 hr.	Open new proposal/ pt. For Callan Law/Hatcher and prepare agreement; scan, file and forward pdf to Tom Callan.
05/23/13	0.5 hr.	Scan, file and upload Executed agreement/client auth. For Callan Law/Bruce & Jeannie Hatcher and set up in BT.
01/04/16	1.0 hr.	Prepare draft invoice for Hatcher for Mediation scheduled for Wednesday (itemized hourly staff totals and descriptions from all timesheets since May 2013.



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JOHNSON

03/8/16 5.0 hrs. Base mapping: GIS Shapefile and data.

NEEDLER

05/09/16 1.0 hr. Research
05/10/16 1.0 hr. Research
05/16/16 0.5 hr. Research
05/17/16 1.0 hr. Research
05/18/16 1.5 hr. Research
05/19/16 1.5 hr. Research

PUGH

07/30/13 1.0 hr. Reviewed survey of site
08/12/13 1.5 hrs. Reviewed survey of site

SHANNON

11/25/14 1.0 hr. started due diligence report – researched prior report conducted
11/26/14 1.0 hr. Worked on due diligence report
12/11/14 1.0 hr. Updated Hatcher DPA
12/16/14 1.0 hr. GIS aerials
07/02/15 1.0 hr. Reviewed Hatcher DPA, edited where necessary
07/15/15 1.0 hr. Revisions to DPA including LDC on City of Apopka R-1AA zoning regulations and County's A-1 District
09/18/15 1.0 hr. Meeting with Callan, Dreggors, Morris, Hall
09/21/15 1.5 hrs. Revised assemblage section for pre-condition
09/23/15 4.0 hrs. Worked on GIS map series – updates to all with new map for assembled property and relevant analogs in the area
09/25/15 2.5 hrs. Revisions to DPA
11/20/15 1.5 hrs. Phone conference with Callan/revisions to DPA
11/23/15 4.0 hrs. Revisions to DPA; GIS map series made current; new market analysis via Business Analyst; meeting with Jim; research on plat/easements
11/24/15 1.0 hr. Revisions to DPA
12/03/15 1.0 hr. Final revisions to DPA
12/09/15 0.5 hr. Revisions to DPA - primarily assemblage section/phone conference with Callan



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12/10/15	0.5 hr.	Edits and Review of revisions with Jim
12/18/15	0.5 hr.	Revisions to DPA/conference with Callan
12/23/15	0.5 hr.	Revisions to DPA (inclusion of Bob Scott graphic), phone convo with Tom, pdfs revised
01/04/16	0.5 hr.	Organized all files/invoices.
01/07/16	2.5 hrs.	FLU and Zoning graphics for rebuttal/tele conference with Harris, Callan, Dreggors.
01/08/16	2.5 hrs.	Comparable sales analysis.
01/11/16	2.5 hrs.	Continued comparable sales analysis – flyers for Henderson/Hatcher Properties and meeting with Jim.
01/12/16	1.5 hrs.	Continued research on Hall comparables.
01/13/16	1.0 hr.	Revisions to map series for memo.
01/15/16	0.5 hr.	Revisions to memo/correspondence with Pam about exhibits on Comp sales.
01/25/16	1.5 hrs.	Tele with Callan; FLU/Comps research.
01/26/16	3.0 hrs.	Revisions to rebuttal/GIS map created of parcels purchased 2005-2012.
01/27/16	2.0 hrs.	Revisions to Acquisitions Exhibit.
01/28/16	0.5 hr.	Tele call with Courtney.
01/29/16	0.5 hr.	Reviewed McIntosh Rebuttal.
02/08/16	1.5 hrs.	Prep for Hatcher depo/printed rebuttal/report/etc.
02/09/16	4.0 hrs.	Prep for Hall Depo
02/10/16	2.5 hrs.	Calls from Callan Law/prep for depo
02/17/16	1.0 hr.	Delivery of Depo materials to Callan Law.
02/18/16	2.5 hrs.	Tele conference with Callan Law/prep for.
02/19/16	1.0 hr.	Exchange of documents; tele conference with Callan.
02/22/16	3.0 hrs.	Prep for Depo/exhibits on rebuttal appraisals; research on new Hall appraisals.
02/23/16	0.5 hr.	Delivery of docs to Depo.
02/24/16	0.5 hr.	Coordinated with Callan Law about depo doc.
03/04/16	0.5 hr.	Tele conference with Callan Law.
03/07/16	0.5 hr.	Tele conference with Bob/Callan; email correspondence with Callan Law.
03/08/16	1.5 hrs.	Coordination with Rick about exhibit/collection of visual references for Fig. 1.1 exhibit.
03/09/16	1.0 hr.	Compilation of exhibits for trail – 8.5x11s.
03/10/16	0.5 hr.	Revised collection of exhibits for trail.
03/11/16	1.0 hr.	Figure 1.1 Labels, edits, added Lake County Regional Office FLU.
04/05/16	3.5 hrs.	Meeting with expert witness, collection of docs.



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04/07/16	2.5 hrs.	Trail exhibits coordination.
04/12/16	0.5 hr.	Revision to rebuttal report; sent to Callan Law.
04/19/16	0.5 hr.	Trail prep.
04/20/16	3.5 hrs.	Meeting for trial prep at Callan Law. Read depositions of other expert witnesses.
04/21/16	2.0 hrs.	Reviewed Greenbook, AASHTO, and LDC standards for cul-de-sacs; organized and read depositions for trial; looked into land use changes with City of Apopka.
04/22/16	2.0 hrs.	Conference call with Jim, Rick, Tom; review of JPA.
04/25/16	4.0 hrs.	Prep for trial; review of history of WPPA/Interchange Plan/Maitland Blvd Extension and FL-429 extension; collection of Historic Aerials.
04/26/16	1.0 hrs.	Reviewed Orange County comptroller for Chandler Estates; Orchid Estates; Oakridge subdivision plats.
04/27/16	1.5 hrs.	Prep for trial – research with City on EAR, PUDs approved in area.
04/28/16	3.0 hrs.	Hatcher Trial.
05/09/16	1.5 hrs.	Post-trial meeting at Callan Law.

TANIGUCHI

05/17/16	2.5 hrs.	Work on the Wekiva Parkway history.
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WANG

06/07/13	3.0 hrs.	Created maps showing site location, zoning, land use and site conditions.
06/11/13	1.5 hrs.	Revised graphics and assembled draft report.
06/13/13	0.5 hr.	Assembled draft and contacted City for infrastructure data.
06/14/13	1.0 hr.	Revised graphics and assembled draft report.
06/18/13	2.0 hrs.	Conducted market analysis and updated report.
06/19/13	1.5 hrs.	Conducted market analysis and updated report.
06/20/13	1.5 hrs.	Conducted market analysis and updated report.
06/28/13	0.5 hr.	Discussed next steps for development potential analysis w/ J. Hall, G. Zhang and R. Guo.
07/26/13	0.5 hr.	Call with J. Hall, R. Guo and G. Zhang re: development potential analysis and related follow-up.
08/02/13	0.5 hr.	Continued drafting development potential analysis.
08/08/13	1.5 hrs.	Researched maximally productive use; call with J. Hall and E. Hughes re: same.
11/22/13	0.5 hr.	Updated DPA draft.
01/22/14	2.0 hrs.	Reviewed appraiser's report and updated development potential analysis.
01/23/14	2.5 hrs.	Revised development potential analysis.



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01/24/14	4.0 hrs.	Revised development potential analysis.
01/31/14	1.0 hr.	Revised development potential analysis.
02/03/14	1.0 hr.	Updated development potential analyses.



Expense Report

Employee Name	Hughes, Erika	Employee #	03534	Report Name	December 2013	Voucher No	1303636
Report Status	Posted	Date Submitted	12/16/2013	Adv Name			
Approved By	Downing, Deborah(T)	Date Approved	12/17/2013	Report #	43697		

Expense Details

Date	Proj #	Proj Name	Task #	Purpose Of Travel	Air	Auto	Hotel	Parking	Tolls	Miles	Mi Rate	Miles \$	Meals	Phone	Total
12/10/2013	61839.00	Callan Law/Hatcher ED/Orange	00000	Site Visit					\$4.78	23	\$0.565	\$13.00			\$17.78
Sub Totals:									\$4.78	23.00		\$13.00			\$17.78

Miscellaneous Expenses

Date	Proj #	Proj Name	Task #	Acct #	Acct Desc	Description	Guests	Charges
Sub Totals:								

Comments

Total Expenses	\$17.78
Misc.	
Less Advance	(\$0.00)
Net Due	\$17.78



Toll Calculator

Travelers & Expressways

[E-PASS](#)

[Updates & Alerts](#)

[Expressways](#)

[Travel Resources](#)

[Unpaid Tolls](#)

[FAQs](#)

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67



The Toll Calculator is provided for your convenience. [Click here](#) to see the complete schedule of tolls.

Note: You must have javascript enabled to run calculators. Choose your payment method, axles, the starting point, and the end point of your trip.

Then click on the "calculate toll" button to determine how much your trip will cost:

Successfully calculated your trip cost of \$3.28

Results:
\$3.28 Toll Due

STEP 1: Select Payment and Axles

<input type="text" value="E-PASS"/>	▼	Payment Method
<input type="text" value="2"/>	▼	Axles

STEP 2: Select Starting Point

<input type="text" value="SR 408 (East-West Expressway)"/>	▼	Select Starting Highway
<input type="text" value="Eastbound"/>	▼	Select Direction
<input type="text" value="I-4"/>	▼	Select Entry Ramp

STEP 3: Select End Point

<input type="text" value="SR 429 (Western Expressway)"/>	▼	Select End Highway
<input type="text" value="Northbound"/>	▼	Select Direction
<input type="text" value="Exit 30 - CR 437A (Ocoee Apopka Rd) / 414"/>	▼	Select Exit Ramp

Please Note:

- Please refer to the [Schedule of Tolls](#) for more information.
- The toll calculator is provided as a convenience to our users. It does not include usage discounts for E-PASS customers. For more information on the E-PASS program and discounts for frequent users, [click here](#).
- In situations when your starting highway is different than your ending highway, we assume that you will use roads that are operated by the Expressway Authority. There may be instances where a portion of a road in your calculated route is not operated by the Expressway Authority. There may be some toll charges that have been included for your convenience on those contiguous roads.
- If you have any questions regarding any of these toll rates, feel free to contact our customer service center.

Traveler Alerts

SR 408 Lane Closure Scheduled at Night

December 06, 2013 @ 00:00am

LANE CLOSURES SCHEDULED ON STATE ROAD 417 FOR PAVING OPERATIONS

October 26, 2013 @ 00:00am

SR 528 LANE CLOSURES SCHEDULED FOR PAVING OPERATIONS

October 26, 2013 @ 00:00am

LANE CLOSURES SCHEDULED ON STATE ROAD 417 FOR PAVING OPERATIONS

October 21, 2013 @ 11:40am

SR 528 LANE CLOSURES SCHEDULED FOR BRIDGE WORK

October 21, 2013 @ 11:35am



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[SEARCH](#)

[Pay Your Unpaid Toll Notice](#) [Toll Calculator](#) [Traffic Cameras](#) [Contact Us](#)

Successfully calculated your trip cost of \$6.28

Results:

\$6.28 Toll Due

STEP 1: Select Payment and Axles

E-PASS Payment Method
2 Axles

STEP 2: Select Starting Point

SR 414 (Apopka Expressway) Select Starting Highway
Eastbound Select Direction
SR 429 (Western Expressway) Select Exit Ramp

STEP 3: Select End Point

SR 408 (East-West Expressway) Select End Highway
Eastbound Select Direction
Exit 23 - SR 50 (East Colonial Drive) Select Exit Ramp

Calculate Toll

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61839.00

Period: 201307

Date	Location	Job Type	User	Total
6/17/2013	White Plains, NY	OSS COLOR PRINTING	LWANG	\$1.08
			Total	\$1.08

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61839.00

Period: 201309

Date	Location	Job Type	User	Total
8/5/2013	Orlando FL	OSS LASER PRINTING	CPUGH	\$1.54
8/8/2013	White Plains, NY	OSS LASER PRINTING	LWANG	\$3.38
			Total	\$4.92



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

Project Number: 61839.00

Period: 201313

Date	Location	Job Type	User	Total
12/10/2013	Orlando FL	Sm Fmt Color Printing	EHUGHES	\$24.50
			Total	\$24.50



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

Project Number: 61839.00

Period: 201402

Date	Location	Job Type	User	Total
1/24/2014	White Plains, NY	B/W Laser Printing	LWang	\$18.47
1/31/2014	White Plains, NY	B/W Laser Printing	LWang	\$15.12
1/24/2014	White Plains, NY	Sm Fmt Color Printing	LWang	\$1.09
			Total	\$34.68



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

Project Number: 61839.00

Period: 201403

Date	Location	Job Type	User	Total
2/19/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	\$73.50
			Total	\$73.50



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

Project Number: 61839.00

Period: 201413

Date	Location	Job Type	User	Total
12/2/2014	Orlando FL	Sm Fmt Color Printing	katieshannon	\$24.50
			Total	\$24.50



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

Project Number: 61839.00

Period: 201508

Date	Location	Job Type	User	Total
7/15/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.52
7/15/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$74.55
			Total	\$75.07



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

Project Number: 61839.00

Period: 201513

Date	Location	Job Type	User	Total
11/20/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.13
11/23/2015	Orlando FL	B/W Laser Printing	katieshannon	\$3.23
11/20/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$29.82
11/23/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
11/24/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$167.22
			Total	\$201.47



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

Project Number: 61839.00

Period: 201601

Date	Location	Job Type	User	Total
12/30/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.13
1/8/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$12.79
			Total	\$14.92



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

Project Number: 61839.00

Period: 201602

Date	Location	Job Type	User	Total
1/11/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$38.38
1/12/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$28.76
2/5/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$25.56
			Total	\$92.70



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

Project Number: 61839.00

Period: 201603

Date	Location	Job Type	User	Total
2/8/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.91
2/9/2016	Orlando FL	B/W Laser Printing	katieshannon	\$7.69
2/10/2016	Orlando FL	B/W Laser Printing	katieshannon	\$14.83
2/8/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$85.21
2/9/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$159.79
2/10/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$40.48
2/18/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$46.86
2/22/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$63.92
			Total	\$419.69



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

Project Number: 61839.00

Period: 201604

Date	Location	Job Type	User	Total
3/11/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$6.40
			Total	\$6.40



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

Project Number: 61839.00

Period: 201605

Date	Location	Job Type	User	Total
4/5/2016	Orlando FL	B/W Laser Printing	katieshannon	\$26.86
4/19/2016	Orlando FL	B/W Laser Printing	katieshannon	\$9.23
4/21/2016	Orlando FL	B/W Laser Printing	katieshannon	\$2.05
4/26/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.39
4/5/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$59.64
4/8/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$71.36
4/21/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$3.21
			Total	\$172.74

Invoice Number 2 -
FINAL
Period Covered –
12/1/13 to 5/31/16

May 31, 2016

To: Thomas Callan
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
Attn: Accounts Payable

DATES	DESCRIPTION	HOURS	RATE	AMOUNT
	<u>Client: Bruce Hatcher</u> <u>Matter: (1430 Plymouth Sorrento Rd, Apopka FL)</u>			
See Attached	Items from Invoice 1 Meetings and calls with attorneys and clients and review of documents. (50% allocation with Henderson)	1.7	\$350.00	\$ 595.00
See Attached	Physical inspections of sites and market area and corridor. (50% allocation with Henderson)	0.3	\$350.00	\$ 105.00
See Attached	Background research, preparation, and writing of Economic and Market Analysis of subject site and market. Prepare report Dated December 7, 2015. (50% allocation with Henderson)	12.1	\$350.00	\$ 4,235.00
	<u>SUB TOTAL INVOICE 1 – First Report (12/7/15):</u>	<u>14.1</u>		<u>\$ 4,935.00</u>
See Attached	Meetings and calls with attorneys to discuss rebuttal report and review documents. (50% allocation with Henderson)	0.8	\$350.00	\$ 280.00
See Attached	Research and draft rebuttal report. (50% allocation with Henderson)	2.9	\$350.00	\$ 1,015.00
	<u>SUB TOTAL – Rebuttal Report</u>	<u>3.7</u>		<u>\$ 1,295.00</u>
See Attached	Review files, documents, and meetings with attorneys to prepare for deposition.	12.3	\$350.00	\$ 4,305.00
2/17/16	Deposition by CFX attorney.	8.0	\$350.00	\$ 2,800.00
See Attached	Review deposition transcript and prepare errata sheet.	2.4	\$350.00	\$ 840.00
See Attached	Prepare and review trial exhibits, meet and discuss trial exhibits with attorneys.	6.4	\$350.00	\$ 2,240.00
See Attached	Preparation for trial, meetings with attorneys regarding direct examination, review of case documents. Testify at trial (4/28/16).	11.6	\$350.00	\$ 4,060.00

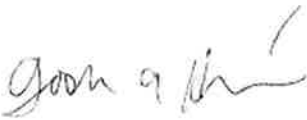
Lakemont Group

2037 Shaw Lane, Orlando, FL 32814

INVOICE

	<u>SUB TOTAL – Deposition and Trial Activities</u>	<u>40.7</u>		<u>\$ 14,245.00</u>
	Total Hours:	58.6		
	Expenses		None	
	TOTAL DUE:			<u>\$ 20,475.00</u>
	Note: Hour Detail Sheet Attached – Next Page			

Thank you very much for the opportunity to serve.



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

Payment Instructions via Check:
Lakemont Group LLC
C/O Joshua Harris
2037 Shaw Ln
Orlando, FL 32814

Hour Detail Sheet

Client: Bruce Hatcher

Matter: 1430 Plymouth Sorrento Rd, Apopka FL

Person	Date	Time	Description	Allocation	Allotted Time
JH	4/24/2014	0.5	meet with attorneys - Overview of client property, parts being taken	50%	0.3
JH	5/1/2014	0.7	Review docs - Condemning Auth. Appraisals, descriptions on takings	50%	0.4
JH	10/15/2014	1.2	Background Econ Research - collect national/state/local data for report	50%	0.6
JH	11/24/2014	0.5	Data collection - Sales volumes and trends of market area, regional impacts	50%	0.3
JH	11/29/2014	0.5	market area tour - Visit and analyze sites/markets around SR429, SR417	50%	0.3
JH	1/8/2015	2.3	Data collection/graph creation - Create econ data charts (Section 2/3)	50%	1.2
JH	1/9/2015	2.4	Data collection/graph creation - Create local market data charts (Section 1)	50%	1.2
JH	1/16/2015	1.2	Report Writing - Draft language of final report	50%	0.6
JH	1/16/2015	0.6	Report Writing - Draft language of final report	50%	0.3
JH	11/17/2015	0.4	Call with attorneys - Discuss draft of report and condemnation blight issue	50%	0.2
JH	11/20/2015	1.8	Meeting with Attorney - Discuss scope and market impact issues	50%	0.9
JH	11/25/2015	4.2	Update data and economic analysis	50%	2.1
JH	11/29/2015	1.7	Review overall market assessment - update charts	50%	0.9
JH	12/4/2015	0.6	Meeting with Attorney - review report	50%	0.3
JH	12/5/2015	3.9	Edit and append report - mapping	50%	2.0
JH	12/6/2015	5.7	Finalize and proof report - prepare charts and graphs	50%	2.9
JH	1/7/2016	0.5	review updated appraisals from CFX	50%	0.3
JH	1/7/2016	1.1	call with attorney to discuss scope of rebuttal report	50%	0.6
JH	1/12/2016	1.2	data research for rebuttal report - focus on Orange county pricing	50%	0.6
JH	1/13/2016	4.3	write rebuttal report addressing market timing issues and condemnation blight	50%	2.2
JH	1/14/2016	0.2	write rebuttal report addressing market timing issues and condemnation blight	50%	0.1
JH	2/3/2016	1.1	Prep for deposition, review report and supporting documentation	100%	1.1
JH	2/7/2016	1.3	Prepare file for deposition, annotate documents, organize docs	100%	1.3
JH	2/8/2016	2.7	Meeting with attorneys to discuss condemnation blight	100%	2.7
JH	2/10/2016	0.8	Review documents regarding proposed alignment changes	100%	0.8
JH	2/14/2016	1.4	Prepare file for deposition, annotate documents, organize docs	100%	1.4
JH	2/15/2016	2.5	Meeting to prepare for deposition and discuss condemnation blight	100%	2.5
JH	2/16/2016	2.5	Review file and documents in preparation for deposition	100%	2.5
JH	2/17/2016	8	Deposition by CFX attorney at Callan Law Firm office	100%	8.0
JH	3/7/2016	0.9	Prepare trial exhibits - slides and tables from reports	100%	0.9
JH	3/9/2016	0.4	Meeting to prepare trial exhibits - review multiuse charts	100%	0.4
JH	3/9/2016	1.4	Summarize and reduce trial exhibits	100%	1.4
JH	3/9/2016	2.4	Review transcript of deposition and prepare corrections	100%	2.4
JH	3/27/2016	2.1	Review exhibits and files from opposing counsel	100%	2.1
JH	3/29/2016	0.8	Review trial docs and exhibits	100%	0.8
JH	4/5/2016	0.8	Meeting with attorneys to review trial exhibits and prepare for testimony	100%	0.8
JH	4/12/2016	1.1	Review filings, motions of case, and depositions of opposing experts	100%	1.1
JH	4/16/2016	0.4	Review trial docs and exhibits	100%	0.4
JH	4/20/2016	3.3	Meeting with attorney to prepare for direct examination	100%	3.3
JH	4/26/2016	4.7	Prepare file and review for trial	100%	4.7
JH	4/27/2016	0.7	Standby at Courthouse to Testify - Review Docs	100%	0.7
JH	4/28/2016	1.5	Standby at Courthouse to Testify - Review Docs - Testify Before Jury	100%	1.5
Total		76.3			58.6

please make checks payable to:

m e i civil, LLC

964 Lake Baldwin Lane, Suite 200
Orlando, FL 32814
407-893-6894
fax 407-893-6851
www.meicivil.com

bill to:

Thomas P. Callan, Esquire
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806

Invoice Date: 5/31/2016
Invoice Number: 193003H-2
Invoice Amount Due: **\$37,256.63**

**JOB: SR 429, Parcel 113/713
Hatcher
Engineering Analysis**

Description	Hours	Rate	Fee	Total
Principal(DLM)	92.0	\$250.00	\$23,000.00	\$23,000.00
Senior Engineer (KSH)	6.5	\$195.00	\$1,267.50	\$1,267.50
Senior Designer (JRR, SZ)	80.0	\$120.00	\$9,600.00	\$9,600.00
Analyst (DD)	19.0	\$85.00	\$1,615.00	\$1,615.00
			Subtotal	\$35,482.50
			Expenses (5%)	\$1,774.13
			Total Fee Due	\$37,256.63

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for Daniel L. Morris, P.E.

193003H

Job Name SR429, P113/713, Hatcher

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
12/10/2013	2.5		prepare for and make site visit with owner, experts and attorney
12/7/2015	3.5		coordinate exhibit preparation
12/8/2015	3.0		coordinate exhibit preparation
12/9/2015	7.0		analysis of impacts, analysis of existing drainage patterns. Preliminary engineering report / coordinated exhibit preparation
12/10/2015	9.0		analysis of impacts, analysis of existing drainage patterns. Preliminary engineering report / coordinated of exhibits
12/11/2015	8.0		preliminary engineering report / coordination of exhibit preparation
2/15/2016	3.0		prepare for and attend deposition preparation meeting with attorney
2/25/2016	8.5		make site visit, review rebuttal witness report, analysis of engineering comments.
2/26/2016	5.0		prepare for and attend deposition
4/1/2016	6.0		review preliminary trial exhibits
4/5/2016	6.0		prepare for and attend mtg with experts and attorney
4/18/2016	8.0		prepare for and attend meeting with attorney for trial preparation
4/22/2016	4.5		prepare for and site visit and meeting with owner
4/26/2016	8.0		prepare for trial testimony and appear at courthouse
4/27/2016	10.0		trial preparation and testimony
Total Hours:	92.0		

Work Descriptions for Kevin S. Hebert, PE

193003H

Job Name *Wekiva Parkway, Bruce & Jeannie Hatcher*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
3/16/2015	2.0	Job intro, plan review, analysis
3/17/2015	3.0	Plan review, analysis, coord. cont.
3/18/2015	1.5	Plan review, analysis, coord. cont.
<i>Total Hours:</i>	<i>6.5</i>	

Work Descriptions for John R. Russell

193003H

Job Name *Hatcher P113 SR 429*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
4/2/2015	1.0		Download & Review Files
12/1/2015	1.0		Download & Review Appraisal Report
12/1/2015	1.5		Download & Review FDOT Exhibits
12/5/2015	2.0		Calculate & Draft Boundary From PDF Boundary Survey
12/5/2015	3.5		Before Conditions Exhibit
12/5/2015	1.5		Download & Extract FDOT Design Sheets
12/6/2015	1.5		USGS, FEMA, Aerial & Location Map Exhibits
12/7/2015	1.0		Add Street Lighting to Roadway Plans
12/7/2015	1.5		Draft Additional SR 429 Features
12/7/2015	1.5		Draft Roadway Drainage Features
12/7/2015	3.5		After Conditions Calculations & Exhibit
12/8/2015	4.0		Uncured Remainder Calculations & Exhibit
12/8/2015	1.5		Hatch & Shading Roadway Features
12/8/2015	1.0		Draft Off-Site R/W & Drainage Features
12/10/2015	1.5		Compile Base Files; Master Files and SetUp Exhibit Sheet
12/10/2015	1.5		Plot, Review & Revise PDF Exhibits
12/11/2015	3.0		Revise Exhibits per Attorney's Comments & RePlot
Total Hours:	32.0		

Work Descriptions for Steve Zadrozny

193003H

Job Name *Wekiva Parkway, Bruce & Jeannie Hatcher*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
6/18/2014	4.5		Obtain aerial, create Aerial Exhibit, create Before & AOT Exhibits
6/19/2014	4.5		Obtain aerial, create Aerial Exhibit, create Before & AOT Exhibits
7/2/2014	7.0		Before, AOT and Uncured Exhibits
7/17/2014	2.5		Before, AOT and Uncured Exhibits
9/3/2014	4.0		Exhibits
9/10/2014	2.5		Exhibits
11/26/2014	4.0		Exhibits
12/3/2014	3.5		Exhibits
12/8/2014	4.0		Exhibits
12/9/2014	5.0		Exhibits
12/10/2014	4.5		Exhibits
12/17/2014	2.0		Exhibits


Total Hours: *48.0*

Work Descriptions for David Dreggors

193003H

Job Name *Wekiva Parkway P113 Hatcher*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
2/24/2016	7.0	Deposition prep
2/25/2016	4.0	Deposition prep
3/29/2016	0.5	Drove to Callan Office and back
3/30/2016	0.5	Printed out legal exhibits
4/13/2016	3.0	printed out plans
4/14/2016	2.0	printed out plans
4/21/2016	2.0	printed out apopka land development codes
<i>Total Hours:</i>	<i>19.0</i>	

 **Power Acoustics, Inc.**
 12472 Lake Underhill Rd #302
 Orlando, FL 32828

Invoice

DATE	INVOICE #
1/4/2016	16-1240

BILL TO
Thomas P. Callan, P.A. Accounts Payable 921 Bradshaw Terrace Orlando, FL 32806

CUSTOMER CONTACT / SHIPPED TO
Thomas P. Callan, P.A. Attention: Mr. Tom Callan 921 Bradshaw Terrace Orlando, FL 32806

P.O. NO.	TERMS	JOB
	Per Agreement	CFX vs Hatcher

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant (see breakdown)	35.5	195.00	6,922.50
Total, US Dollars			\$6,922.50

Power Acoustics, Inc
 Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.

Principal Consultant: Dave Parzych, INCE.Bd.Cert

Job: Hatcher vs CFX eminent domain

Client: Tom Callan

Date	Time	Rate	Work Accomplished
12/9/2013	2	195	Review files, google aerials of location
12/10/2013	4.25	195	Checkout, test and setup equipment for 24 hour sound test. Travel to site review property, set up eqpmt.
12/11/2013	2.25	195	Retrieve instrumentation, check, recharge, store equipment.
12/12/2013	1	195	Download data, pictures, document data conditions
2/19/2014	1	195	Meeting Callan Office
2/27/2014	4	195	Review drawings and scale roads for TNM model
2/28/2014	4	195	Develop input data and set up of TNM model
3/3/2014	4	195	Correlate model with FDOT case, run model, determine increase impacts
3/4/2014	4	195	Prep of report figures
3/5/2014	4	195	Prep of report(s)
3/9/2014	4	195	Prep of report(s)
3/10/2104	1	195	Finalize Henderson/Hatcher Draft reports
SUBTOTAL	35.5		Hours Worked
		\$6,922.50	



12472 Lake Underhill Rd #302
Orlando, FL 32828

Invoice

DATE	INVOICE #
5/31/2016	16-05262

BILL TO
Thomas P. Callan, P.A. Accounts Payable 921 Bradshaw Terrace Orlando, FL 32806

CUSTOMER CONTACT / SHIPPED TO
Thomas P. Callan, P.A. Attention: Mr. Tom Callan 921 Bradshaw Terrace Orlando, FL 32806

P.O. NO.	TERMS	JOB
	Per Agreement	CFX/Hatcher

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant Hourly Rate	30.5	195.00	5,947.50
Trial (1.5 x rates)	4	292.50	1,170.00
See attached time breakdowns			
This invoice is in addition to Invoice 16-1240 dated 1/4/2016 for \$6922.50			
TOTAL DUE: \$14,040.00			
Total, US Dollars			\$7,117.50

Power Acoustics, Inc
Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.

Principal Consultant: Dave Parzych, INCE.Bd.Cert
Job: Hatcher vs Expressway Authority eminent domain
Client: Tom Callan

Date	Time	Rate	Work Accomplished
2/8/2016	1.5	195	292.5 Review files for depo
2/9/2016	2	195	390 pre-depo meeting with Callan
2/10/2016	3.5	195	682.5 Depo
2/18/2016	1	195	195 deliver paper files to Callan for copying
3/14/2016	2	195	390 review D.Parzych depo
4/3/2016	2	195	390 review CFX New noise exhibit
4/6/2016	6	195	1170 review latest CFX road drawings and latest CFX "final" noise reports.
4/14/2016	3.5	195	682.5 pre-trial meeting w/Callan
4/15/2016	3	195	585 review Brett Wieland's Depo
4/27/2016	4	292.5	1170 Trial
5/24/2016	6	195	1170 Documents regarding traffic noise "calibration" and TNM 2.5 model
SUBTOTAL	34.5		
		\$7,117.50	

DERANGO, BEST & ASSOCIATES

PROFESSIONAL REAL ESTATE APPRAISERS, ADVISORS & CONSULTANTS
1601 EAST AMELIA STREET, ORLANDO, FLORIDA 32803

INVOICE

January 4, 2015

Federal Tax ID #59-3541451

Mr. Thomas Callan
Thomas P. Callan, PA
921 Bradshaw Terrace
Orlando, Florida 32806

DB&A File No. 13-226

For Professional Services Rendered Concerning:

Real Estate appraisal services concerning Parcels 113/713 of the Central Florida Expressway Authority SR 429 Wekiva Parkway Extension Project Bruce & Jeannie Hatcher located at 1430 Plymouth Sorrento Road, Apopka, Orange County, Florida.

Gross Fees to Date: \$3,175.00

Payable to:

DeRango, Best & Associates
1601 East Amelia Street
Orlando, Florida 32803

Thank you for the opportunity to be of service



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

INVOICE #OV1605

January 3, 2016

Tom Callan
Callan Law Firm
921 Bradshaw Terrace
Orlando, Florida 32806

Re: Hatcher Parcel
1472 Plymouth Sorrento Road

DESCRIPTION: Perform Eminent Domain work for the Hatcher Parcel.

TOTAL COST: 10.5 Hrs x \$120.00/hr = \$1,260.00

Thank you.

Sincerely,
Bert Karpinski
Ovation Construction, Inc.



Accuright Surveys of Orlando, Inc.

2012 E. Robinson Street, Orlando, Florida 32803

Tel. (407) 894-6314, Fax. (407) 897-3777

SURVEY CONTRACT

Stephanie Tate

14-Oct-14

Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806
Tel: (407) 426-9141

Fax: (407) 426-1548

Job No: 40962

Subject: Survey proposal for 1430 Plymouth Sorrento Rd

Dear: Stephanie Tate

Thank you for allowing us to submit this proposal for the following land survey services.

Subject Property

Lot: PARCEL 93

Subdivision: SEC 36 TOWN 20, Rng 27

Plat Book:

Page(s):

County: ORANGE

Scope of work

Cost

PRODUCE BOUNDARY AND TOPO DRAWING SHOWING R/W TAKING

PRODUCE BOUNDARY AND TOPO DRAWING

PRODUCE BOUNDARY DRAWING

\$3,600.00

Boundary and Utility Survey with limited topography (5 acres aprox)

Total: \$3,600.00

TIME FRAME:

Payment Due upon receipt of survey.

We trust this proposal meets with your approval. Please sign, date and return this proposal so we proceed with your project.

Approved by:

Approved by:

Print Name

Title

Date

FRANK A. RAYMOND

PRESIDENT

ACCURIGHT SURVEYS

14-Oct-14

Demonstrative Evidence Experts
Visual Communication Services

INVOICE NO. 9674



JURIS CORPORATION INVOICE

CLIENT:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

JURIS CORPORATION -
255 South Orange Avenue, Suite 101
Orlando, Florida 32801- 3445
(407) 648-0405

CAL001

DATE: 03/04/14

185.00

Case: Hatcher

Team Meeting at Counsel Offices on Feb. 19, 2014

1.0 hours @ \$185./hour\$185.00

Subtotal \$ 185.00

Sales Tax \$

Balance Due \$ 185.00

Please make checks payable to: JURIS CORPORATION.
Invoices are due and payable when rendered. Invoices
not paid within 30 days of the invoice date are past due and
will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163



Juris Corporation
255 S. Orange Avenue
Suite 101
Orlando, FL 32801

407-648-0405

Invoice

Invoice #: 9764
Invoice Date: 01/04/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Hatcher			
Development of 3D views from Cul d Sac including rendering of 3D views with revised updates.	14.5	185.00	\$2,682.50
30" x 42" photo print of above views, mounted on foamcor		150.00	150.00

Please make checks payable to: Juris Corporation.

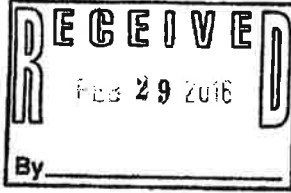
Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$2,832.50
Payments / Credits	\$0.00
Balance Due	\$2,832.50



The Reporting Company d/b/a
 Milestone | Reporting Company
 100 East Pine Street
 Suite 308
 Orlando, FL 32801
 Phone: (407)423-9900 Toll Free: (855) MY-DEPOS
<http://www.MilestoneReporting.com>



INVOICE

Invoice No.	Invoice Date	Job No.
100466	2/24/2016	64364
Job Date	Case No.	
2/19/2016	2013-CA-014414-O	
Case Name		
Central Florida Expressway Authority v Bruce Hatcher		
Payment Terms		
Due upon receipt		

Thomas P. Callan, Esq
 Callan Law Firm P.A
 921 Bradshaw Terrace
 Orlando FL 32806

1 COPY OF TRANSCRIPT OF: Jeannie Hatcher	251.45
1 COPY OF TRANSCRIPT OF: Bruce Hatcher	340.10
TOTAL DUE >>>	\$591.55

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Thomas P. Callan, Esq
 Callan Law Firm P.A
 921 Bradshaw Terrace
 Orlando FL 32806

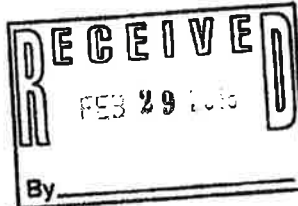
Invoice No. : 100466
 Invoice Date : 2/24/2016
 Total Due : \$ 591.55

Remit To: **The Reporting Company d/b/a
 Milestone | Reporting Company
 100 East Pine Street
 Suite 308
 Orlando FL 32801**

Job No. : 64364
 BU ID : MRC
 Case No. : 2013-CA-014414-O
 Case Name : Central Florida Expressway Authority v Bruce Hatcher



The Reporting Company d/b/a
 Milestone | Reporting Company
 100 East Pine Street
 Suite 308
 Orlando, FL 32801
 Phone: (407)423-9900 Toll Free: (855) MY-DEPOS
<http://www.MilestoneReporting.com>



INVOICE

Invoice No.	Invoice Date	Job No.
100473	2/25/2016	63986
Job Date	Case No.	
2/17/2016	2013-CA-014414-O	
Case Name		
Central Florida Expressway Authority v Bruce Hatcher		
Payment Terms		
Due upon receipt		

Thomas P. Callan, Esq
 Callan Law Firm P.A
 921 Bradshaw Terrace
 Orlando FL 32806

1 COPY OF TRANSCRIPT OF:
 Josh Harris- Vol. I

1,112.30
TOTAL DUE >>> \$1,112.30

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Thomas P. Callan, Esq
 Callan Law Firm P.A
 921 Bradshaw Terrace
 Orlando FL 32806

Invoice No. : 100473
 Invoice Date : 2/25/2016
Total Due : \$ 1,112.30

Remit To: **The Reporting Company d/b/a
 Milestone | Reporting Company
 100 East Pine Street
 Suite 308
 Orlando FL 32801**

Job No. : 63986
 BU ID : MRC
 Case No. : 2013-CA-014414-O
 Case Name : Central Florida Expressway Authority v Bruce Hatcher

INVOICE



The Reporting Company d/b/a
Milestone | Reporting Company
100 East Pine Street
Suite 308
Orlando, FL 32801
Phone: (407)423-9900 Toll Free: (855) MY-DEPOS
<http://www.MilestoneReporting.com>

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

Invoice No.	Invoice Date	Job No.
100657	3/3/2016	64228
Job Date	Case No.	
2/23/2016	2013-CA-014414-O	
Case Name		
Orlando-Orange County Expressway Authority v Bruce Hatcher		
Payment Terms		
Due upon receipt		

1 COPY OF TRANSCRIPT OF:

James Hall- Volume I & II

1,113.70

TOTAL DUE >>>

\$1,113.70

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

~~Tax ID: 59-1937999~~

Please detach bottom portion and return with payment.

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

Invoice No. : 100657
Invoice Date : 3/3/2016
Total Due : \$ 1,113.70

Remit To: **The Reporting Company d/b/a
Milestone | Reporting Company
100 East Pine Street
Suite 308
Orlando FL 32801**

Job No. : 64228
BU ID : MRC
Case No. : 2013-CA-014414-O
Case Name : Orlando-Orange County Expressway
Authority v Bruce Hatcher

INVOICE



Milestone Reporting Company
P.O. 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

Invoice No.	Invoice Date	Job No.
100732	3/4/2016	63987
Job Date	Case No.	
2/24/2016	2013-CA-014414-O	
Case Name		
Orlando-Orange County Expressway Authority v Bruce Hatcher		
Payment Terms		
Due upon receipt		

1 COPY OF TRANSCRIPT OF:
Rick Dreggors

851.95

TOTAL DUE >>>

\$851.95

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

(-) Payments/Credits: 851.95

(+) Finance Charges/Debits: 0.00

(=) New Balance: **\$0.00**

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

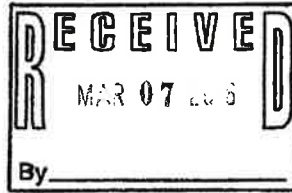
Invoice No. : 100732
Invoice Date : 3/4/2016
Total Due : \$0.00

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 63987
BU ID : MRC
Case No. : 2013-CA-014414-O
Case Name : Orlando-Orange County Expressway
Authority v Bruce Hatcher



The Reporting Company d/b/a
Milestone | Reporting Company
100 East Pine Street
Suite 308
Orlando, FL 32801
Phone: (407)423-9900 Toll Free: (855) MY-DEPOS
<http://www.MilestoneReporting.com>



INVOICE

Invoice No.	Invoice Date	Job No.
100735	3/4/2016	63988
Job Date	Case No.	
2/26/2016	2013-CA-014414-O	
Case Name		
Orlando-Orange County Expressway Authority v Bruce Hatcher		
Payment Terms		
Due upon receipt		

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

DEPOSITION OF:			
Dan Morris			
Transcript deferred	0.00	@	0.00 0.00
1 COPY OF TRANSCRIPT OF:			
Continuation of Rick Dreggors			411.30
TOTAL DUE >>>			\$411.30

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

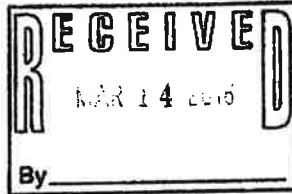
Invoice No. : 100735
Invoice Date : 3/4/2016
Total Due : \$ 411.30

Remit To: **The Reporting Company d/b/a
Milestone | Reporting Company
100 East Pine Street
Suite 308
Orlando FL 32801**

Job No. : 63988
BU ID : MRC
Case No. : 2013-CA-014414-O
Case Name : Orlando-Orange County Expressway Authority v Bruce Hatcher



The Reporting Company d/b/a
 Milestone | Reporting Company
 100 East Pine Street
 Suite 308
 Orlando, FL 32801
 Phone: (407)423-9900 Toll Free: (855) MY-DEPOS
<http://www.MilestoneReporting.com>



INVOICE

Invoice No.	Invoice Date	Job No.
100860	3/10/2016	63985
Job Date	Case No.	
2/10/2016	2013-CA-014414-O	
Case Name		
Orlando-Orange County Expressway Authority v Bruce Hatcher		
Payment Terms		
Due upon receipt		

Thomas P. Callan, Esq
 Callan Law Firm P.A
 921 Bradshaw Terrace
 Orlando FL 32806

1 COPY OF TRANSCRIPT OF:
 David Parzyhch -

543.65
TOTAL DUE >>> \$543.65

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Thomas P. Callan, Esq
 Callan Law Firm P.A
 921 Bradshaw Terrace
 Orlando FL 32806

Invoice No. : 100860
 Invoice Date : 3/10/2016
Total Due : \$ 543.65

Remit To: **The Reporting Company d/b/a
 Milestone | Reporting Company
 100 East Pine Street
 Suite 308
 Orlando FL 32801**

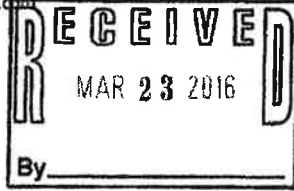
Job No. : 63985
 BU ID : MRC
 Case No. : 2013-CA-014414-O
 Case Name : Orlando-Orange County Expressway
 Authority v Bruce Hatcher

INVOICE



The Reporting Company d/b/a
Milestone | Reporting Company
100 East Pine Street
Suite 308
Orlando, FL 32801
Phone: (407)423-9900 Toll Free: (855) MY-DEPOS
<http://www.MilestoneReporting.com>

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806



Invoice No.	Invoice Date	Job No.
100908	3/11/2016	63988
Job Date	Case No.	
2/26/2016	2013-CA-014414-O	
Case Name		
Orlando-Orange County Expressway Authority v Bruce Hatcher		
Payment Terms		
Due upon receipt		

1 COPY OF TRANSCRIPT OF:
Dan Morris -

247.40

TOTAL DUE >>>

\$247.40

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

Invoice No. : 100908
Invoice Date : 3/11/2016
Total Due : \$ 247.40

Remit To: **The Reporting Company d/b/a
Milestone | Reporting Company
100 East Pine Street
Suite 308
Orlando FL 32801**

Job No. : 63988
BU ID : MRC
Case No. : 2013-CA-014414-O
Case Name : Orlando-Orange County Expressway
Authority v Bruce Hatcher

INVOICE



Milestone Reporting Company
 P.O. 3426
 Orlando, Florida 32802
 Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

Thomas P. Callan, Esq
 Callan Law Firm P.A
 921 Bradshaw Terrace
 Orlando FL 32806

Invoice No.	Invoice Date	Job No.
102548	5/12/2016	66106
Job Date	Case No.	
4/25/2016	2013-CA-014414-O	
Case Name		
Orlando-Orange County Expressway Authority v Bruce Hatcher		
Payment Terms		
Due upon receipt		

TESTIMONY OF:				
Richard Dreggors - Rough Draft - 4/28/2016				
Rough Draft	163.00	@	2.00	326.00
TESTIMONY OF:				
Richard Dreggors - Rough Draft - 4/29/2016				
Rough Draft	112.00	@	2.00	224.00
JURY TRIAL BEFORE:				
Judge Kest - 4/26/2016 - Real Time Stream				
Realtime Feed Only	156.00	Pages @	1.75	273.00
JURY TRIAL BEFORE:				
Judge Kest - 4/28/2016 - Real Time Stream				
Realtime Feed Only	253.00	Pages @	1.75	442.75
JURY TRIAL BEFORE:				
Judge Kest - 4/29/2016 - Real Time Stream				
Realtime Feed Only	174.00	Pages @	1.75	304.50
JURY TRIAL BEFORE:				
Judge Kest - 4/27/2016 - Real Time Stream				
Realtime Feed Only	265.00	Pages @	1.75	463.75
TOTAL DUE >>>				\$2,034.00

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Thomas P. Callan, Esq
 Callan Law Firm P.A
 921 Bradshaw Terrace
 Orlando FL 32806

Invoice No. : 102548
 Invoice Date : 5/12/2016
Total Due : \$ 2,034.00

Remit To: Milestone Reporting Company
P.O. Box 3426
Orlando FL 32802

Job No. : 66106
 BU ID : MRC
 Case No. : 2013-CA-014414-O
 Case Name : Orlando-Orange County Expressway Authority v Bruce Hatcher

INVOICE



Milestone Reporting Company
P.O. 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

Invoice No.	Invoice Date	Job No.
102548	5/12/2016	66106
Job Date	Case No.	
4/25/2016	2013-CA-014414-O	
Case Name		
Orlando-Orange County Expressway Authority v Bruce Hatcher		
Payment Terms		
Due upon receipt		

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	\$2,034.00

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

Invoice No. : 102548
Invoice Date : 5/12/2016
Total Due : \$ 2,034.00

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 66106
BU ID : MRC
Case No. : 2013-CA-014414-O
Case Name : Orlando-Orange County Expressway
Authority v Bruce Hatcher

INVOICE



Milestone Reporting Company
P.O. 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

Invoice No.	Invoice Date	Job No.
104232	5/25/2016	66110
Job Date	Case No.	
4/29/2016	2013-CA-014414-O	
Case Name		
Orlando-Orange County Expressway Authority v Bruce Hatcher		
Payment Terms		
Due upon receipt		

ORIGINAL AND 1 COPY OF TRANSCRIPT OF: Judge Kest_BENCH EXCERPT(66110) -	172.50
ORIGINAL AND 1 COPY OF TRANSCRIPT OF: Judge Kest_BENCH EXCERPT(66106) -	69.00
ORIGINAL AND 1 COPY OF TRANSCRIPT OF: Judge Kest_BENCH EXCERPT (66107) -	95.50
ORIGINAL AND 1 COPY OF TRANSCRIPT OF: Judge Kest_BENCH EXCERPT (66109) -	241.50
TOTAL DUE >>>	\$578.50

Invoice reflects one day expedite rates for each excerpt

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

Invoice No. : 104232
Invoice Date : 5/25/2016
Total Due : \$ 578.50

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 66110
BU ID : MRC
Case No. : 2013-CA-014414-O
Case Name : Orlando-Orange County Expressway
Authority v Bruce Hatcher

INVOICE



Milestone Reporting Company
 P.O. 3426
 Orlando, Florida 32802
 Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

Thomas P. Callan, Esq
 Callan Law Firm P.A
 921 Bradshaw Terrace
 Orlando FL 32806

Invoice No.	Invoice Date	Job No.
102774	5/26/2016	66108
Job Date	Case No.	
4/27/2016	2013-CA-014414-O	
Case Name		
Orlando-Orange County Expressway Authority v Bruce Hatcher		
Payment Terms		
Due upon receipt		

ORIGINAL AND 1 COPY OF TRANSCRIPT OF:
 7 Day Jury Trial, Judge Kest_EXCERPT (4/27/2016) -

	912.50
TOTAL DUE >>>	\$912.50

Invoice reflects one day expedite rate

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	\$912.50

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Thomas P. Callan, Esq
 Callan Law Firm P.A
 921 Bradshaw Terrace
 Orlando FL 32806

Invoice No. : 102774
 Invoice Date : 5/26/2016
Total Due : \$912.50

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 66108
 BU ID : MRC
 Case No. : 2013-CA-014414-O
 Case Name : Orlando-Orange County Expressway Authority v Bruce Hatcher

SOUTHERN COURT REPORTERS, INC.

DEBRA B. WORLEY

Certified Realtime Reporter
Registered Merit Reporter
Registered Professional Reporter
(Tax ID #59-1853979)
2750 Meeting Place
Orlando, FL 32814
407-599-4972 ~ 407-810-8973 (cell)
DebbieWorley28@gmail.com

February 27, 2016

TO: THOMAS P. CALLAN, ESQUIRE

Callan Law firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
(407) 426-0567
tcallan@callanlaw.com

INVOICE NO. 021616C

CAPTION OF CASE:	CFEA v. Hatcher
REPORTER:	Debbie Worley
DATE TAKEN:	2-16-16
PROCEEDING:	Depo of CRAIG ADAMS (no testimony taken)
PROCEEDING:	Depo of DAVID HALL
APPEARANCE FEE:	\$495.00 (9:00-4:34)
ORIGINAL: 198 @ \$4.15	821.70
CONCORDANCE INDEX 22 @ \$.50	11.00
DATE TAKEN:	2-15-16
PROCEEDING:	Scheduled 9:00 depo of MARY BROOKS
APPEARANCE FEE:	50.00 (canceled at 8:18 a.m.)
EXHIBITS: (Retained by counsel)	
TOTAL INVOICE:	<u>\$1,377.70</u> (If paid in 45 days)

(full-sized & condensed transcript sent PDF via email 2-26-16 to tcallan@callanlaw.com and slt@callanlaw.com)

~Thank You ~

(After 45 days, interest accrues at a rate of 12% per annum)

SOUTHERN COURT REPORTERS, INC.

DEBRA B. WORLEY

Certified Realtime Reporter

Registered Marit Reporter

Registered Professional Reporter

(Tax ID #59-1853979)

2750 Meeting Place

Orlando, FL 32814

407-599-4972 ~ 407-810-8973 (cell)

DebbieWorley28@gmail.com

February 29, 2016

TO: THOMAS P. CALLAN, ESQUIRE

Callan Law firm, P.A.

921 Bradshaw Terrace

Orlando, Florida 32806

(407) 426-0567

tcallan@callanlaw.com

INVOICE NO. 022916C

CAPTION OF CASE:	CFEA v. Hatcher
REPORTER:	Debbie Worley
DATE TAKEN:	2-29-16
PROCEEDING:	Depo of Corp. Rep AECOM (CNA prepared)
APPEARANCE FEE:	\$75.00 (1:00-1:30)
TOTAL INVOICE:	<u>\$75.00</u> (If paid in 45 days)

(CNA sent PDF via email 2-29-16 to slt@callanlaw.com)

~Thank You ~

(After 45 days, interest accrues at a rate of 12% per annum)

SOUTHERN COURT REPORTERS, INC.

DEBRA B. WORLEY

Certified Realtime Reporter

Registered Marit Reporter

Registered Professional Reporter

(Tax ID #59-1853979)

2750 Meeting Place

Orlando, FL 32814

407-599-4972 ~ 407-810-8973 (cell)

DebbieWorley28@gmail.com

March 3, 2016

TO: THOMAS P. CALLAN, ESQUIRE

Callan Law firm, P.A.

921 Bradshaw Terrace

Orlando, Florida 32806

(407) 426-0567

tcallan@callanlaw.com

INVOICE NO. 021816C

CAPTION OF CASE:	CFEA v. Hatcher
REPORTER:	Debbie Worley
DATE TAKEN:	2-18-16
PROCEEDING:	Depo of WALTER CARPENTER
APPEARANCE FEE:	\$255.00 (2:33 - 5:41)
ORIGINAL: 144 @ \$4.15	597.60
CONCORDANCE INDEX 18 @ \$.50	9.00

EXHIBITS: (Retained by counsel)

TOTAL INVOICE: \$861.60 (If paid in 45 days)

(full-sized and condensed PDF & ASCII transcript emailed 3-2-16 to slt@callanlaw.com)

~Thank You ~

(After 45 days, interest accrues at a rate of 12% per annum)

SOUTHERN COURT REPORTERS, INC.

DEBRA B. WORLEY

Certified Realtime Reporter

Registered Merit Reporter

Registered Professional Reporter

(Tax ID #59-1853979)

2750 Meeting Place

Orlando, FL 32814

407-599-4972 ~ 407-810-8973 (cell)

DebbieWorley28@gmail.com

March 5, 2016

TO: THOMAS P. CALLAN, ESQUIRE

Callan Law firm, P.A.

921 Bradshaw Terrace

Orlando, Florida 32806

(407) 426-0567

tcallan@callanlaw.com

INVOICE NO. 022216C

CAPTION OF CASE: **OOCEA v. Hatcher**

REPORTER: **Debbie Worley**

DATE TAKEN: **2-22-16**

PROCEEDING: **Depo of JEFFREY J. NEWTON (178 pgs)**
Depo of JOHN T. SPEER (14 pgs)

APPEARANCE FEE: **\$435.00 (10:00 - 4:38)**

ORIGINAL: 192 @ \$4.15 **796.80**

CONCORDANCE INDEX 23 @ \$.50 **11.50**

EXHIBITS: (Retained by counsel)

TOTAL INVOICE: \$1243.30 (If paid in 45 days)

(full-sized and condensed PDF & ASCII transcript emailed 3-5-16 to slt@callanlaw.com)

~Thank You ~

(After 45 days, interest accrues at a rate of 12% per annum)

SOUTHERN COURT REPORTERS, INC.

DEBRA B. WORLEY

Certified Realtime Reporter

Registered Merit Reporter

Registered Professional Reporter

(Tax ID #59-1853979)

2750 Meeting Place

Orlando, FL 32814

407-599-4972 ~ 407-810-8973 (cell)

DebbieWorley28@gmail.com

March 7, 2016

TO: THOMAS P. CALLAN, ESQUIRE

Callan Law firm, P.A.

921 Bradshaw Terrace

Orlando, Florida 32806

(407) 426-0567

tcallan@callanlaw.com

INVOICE NO. 030116C

CAPTION OF CASE:	CFEA v. Hatcher
REPORTER:	Debbie Worley
DATE TAKEN:	3-1-16
PROCEEDING:	Depo of MARY BROOKS
APPEARANCE FEE:	\$ 85.00 (1:00 - 2:06)
ORIGINAL: 56 @ \$4.15	232.40
CONCORDANCE INDEX 7 @ \$.50	3.50

EXHIBITS: (Retained by counsel)

TOTAL INVOICE: \$320.90 (If paid in 45 days)

(full-sized and condensed PDF & ASCII transcript emailed 3-7-16 to slt@callanlaw.com)

~Thank You ~

(After 45 days, interest accrues at a rate of 12% per annum)

SOUTHERN COURT REPORTERS, INC.

DEBRA B. WORLEY

Certified Realtime Reporter

Registered Merit Reporter

Registered Professional Reporter

(Tax ID #59-1853979)

2750 Meeting Place

Orlando, FL 32814

407-599-4972 ~ 407-810-8973 (cell)

DebbieWorley28@gmail.com

March 10, 2016

TO: THOMAS P. CALLAN, ESQUIRE

Callan Law firm, P.A.

921 Bradshaw Terrace

Orlando, Florida 32806

(407) 426-0567

sltcallan@callanlaw.com

INVOICE NO. 030216C

CAPTION OF CASE: **OOCEA v. Hatcher**

REPORTER: **Debbie Worley**

DATE TAKEN: **3-2-16**

PROCEEDING: **Depo of MARK CALLAHAN (112 pgs)
Depo of GLENN PRESSIMONE (43 pgs)**

APPEARANCE FEE: **\$270.00 (2:00 - 5:44)**

ORIGINAL: 155 @ \$4.15 **643.25**

CONCORDANCE INDEX 17 @ \$.50 **8.50**

EXHIBITS: (Retained by counsel)

TOTAL INVOICE: \$921.75 (If paid in 45 days)

(full-sized and condensed PDF & ASCII transcripts emailed 3-9-16 to slt@callanlaw.com)

~Thank You~

(After 45 days, interest accrues at a rate of 12% per annum)

SOUTHERN COURT REPORTERS, INC.

DEBRA B. WORLEY

*Certified Realtime Reporter
Registered Merit Reporter
Registered Professional Reporter
(Tax ID #59-1853979)
2750 Meeting Place
Orlando, FL 32814
407-599-4972 ~ 407-810-8973 (cell)
DebbieWorley28@gmail.com*

March 16, 2016

TO: THOMAS P. CALLAN, ESQUIRE

*Callan Law firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
(407) 426-0567
tcallan@callanlaw.com*

INVOICE NO. 030916C

CAPTION OF CASE:	CFEA v. Hatcher
REPORTER:	Debbie Worley
DATE TAKEN:	3-9-16
PROCEEDING:	Depo of SCOTT BEAR
APPEARANCE FEE:	\$135.00 (1:30 - 2:56)
ORIGINAL: 73 @ \$4.15	302.95
CONCORDANCE INDEX 9 @ \$.50	4.50

EXHIBITS: (Retained by counsel)

TOTAL INVOICE: \$442.45 (If paid in 45 days)

(full-sized and condensed PDF & ASCII transcript emailed 3-15-16 to sit@callanlaw.com)

~Thank You ~

(After 45 days, interest accrues at a rate of 12% per annum)

SOUTHERN COURT REPORTERS, INC.

DEBRA B. WORLEY

*Certified Realtime Reporter
Registered Merit Reporter
Registered Professional Reporter
(Tax ID #59-1853979)
2750 Meeting Place
Orlando, FL 32814
407-599-4972 ~ 407-810-8973 (cell)
DebbieWorley28@gmail.com*

March 16, 2016

TO: THOMAS P. CALLAN, ESQUIRE

*Callan Law firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
(407) 426-0567
sltcallan@callanlaw.com*

INVOICE NO. 031016C

CAPTION OF CASE: CFEA v. Hatcher
REPORTER: Debbie Worley
DATE TAKEN: 3-10-16
PROCEEDING: Depo of CLAUDE CASSAGNOL (65 pgs)
Depo of DEBORAH POINDEXTER (23 pgs)
APPEARANCE FEE: \$222.00 (9:00-10:17 & 2:00-3:06)
ORIGINAL: 88 @ \$4.15 365.20
CONCORDANCE INDEX 10 @ \$.50 5.00
EXHIBITS: (Retained by counsel)
TOTAL INVOICE: **\$592.20** (if paid in 45 days)

(full-sized and condensed PDF & ASCII transcripts emailed 3-15-16 & 3-16-16 to slt@callanlaw.com)

~Thank You~

(After 45 days, interest accrues at a rate of 12% per annum)

SOUTHERN COURT REPORTERS, INC.

DEBRA B. WORLEY

Certified Realtime Reporter
Registered Marit Reporter
Registered Professional Reporter
(Tax ID #59-1853979)
2750 Meeting Place
Orlando, FL 32814
407-599-4972 ~ 407-810-8973 (cell)
DebbieWorley28@gmail.com

March 22, 2016

TO: THOMAS P. CALLAN, ESQUIRE

Callan Law firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
(407) 426-0567
tcallan@callanlaw.com

INVOICE NO. 031116C

CAPTION OF CASE:	CFEA v. Hatcher
REPORTER:	Debbie Worley
DATE TAKEN:	3-11-16
PROCEEDING:	Depo of RICHARD ANDERSON
APPEARANCE FEE:	\$135.00 (9:00 - 10:57)
ORIGINAL: 97 @ \$4.15	402.55
Expedited Rough: 91 @ \$1.50	136.50 (emailed 3-16-16)
CONCORDANCE INDEX 11 @ \$.50	5.50

EXHIBITS: (None for this depo)

TOTAL INVOICE: \$679.55 (If paid in 45 days)

(full-sized and condensed PDF & ASCII transcript emailed 3-22-16 to slt@callanlaw.com)

~Thank You ~

(After 45 days, interest accrues at a rate of 12% per annum)

SOUTHERN COURT REPORTERS, INC.

DEBRA B. WORLEY

*Certified Realtime Reporter
Registered Merit Reporter
Registered Professional Reporter
(Tax ID #59-1853979)
2750 Meeting Place
Orlando, FL 32814
407-599-4972 ~ 407-810-8973 (cell)
DebbieWorley28@gmail.com*

March 25, 2016

TO: THOMAS P. CALLAN, ESQUIRE

*Callan Law firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
(407) 426-0567
tcallan@callanlaw.com*

INVOICE NO. 031416C

CAPTION OF CASE:	CFEA v. Hatcher
REPORTER:	Debbie Worley
DATE TAKEN:	3-14-16
PROCEEDING:	Depo of LUIS E. DIAZ (HNTB)
APPEARANCE FEE:	\$ 75.00 (1:00 - 1:30)
ORIGINAL: 23 @ \$4.15	95.45
CONCORDANCE INDEX 3 @ \$.50	1.50
EXHIBITS: (retained by Mr. Callan)	
TOTAL INVOICE:	<u>\$171.95</u> (If paid in 45 days)

(full-sized and condensed PDF & ASCII transcript emailed 3-25-16 to slt@callanlaw.com)

~Thank You~

(After 45 days, interest accrues at a rate of 12% per annum)

SOUTHERN COURT REPORTERS, INC.

DEBRA B. WORLEY

Certified Realtime Reporter
Registered Merit Reporter
Registered Professional Reporter
(Tax ID #59-1853919)

2750 Meeting Place
Orlando, FL 32814
407-599-4972 ~ 407-810-8973 (cell)
DebbieWorley28@gmail.com

March 1, 2016

TO: THOMAS P. CALLAN, ESQUIRE
Callan Law firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
(407) 426-0567
tcallan@callanlaw.com

INVOICE NO. **030116C**

CAPTION OF CASE:	CFEA v. Hatcher
REPORTER:	Debbie Worley
DATE TAKEN:	3-1-16
PROCEEDING:	Depo of SCOTT BEAR (CNA prepared)
APPEARANCE FEE:	\$75.00 (9:00-9:30)
TOTAL INVOICE:	<u>\$75.00</u> (If paid in 45 days)

(CNA sent PDF via email 3-1-16 to slt@callanlaw.com)

~Thank You ~

(After 45 days, interest accrues at a rate of 12% per annum)

Hunter + Geist, Inc.

1900 Grant Street
Suite 1025

Denver, CO 80203

Phone: (303) 832-5966 Fax: (303) 832-9525

Job #: 160311JW

Job Date: 03/11/16

Order Date: 03/11/16

DB Ref.:

Date of Loss: / /

Your File #:

Your Client: Bruce A. Hatcher, et al

Invoice

Invoice #: 132278

Inv.Date: 04/14/16

Balance: \$0.00

Bill To:

Thomas P. Callan, Esq.
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Action: Orlando-Orange County Expressway Auth
VS
Hatcher, Bruce A., et al.

Action #: 2013-CA-14414-O

Rep: Jennifer Windham

Cert:

Item	Proceeding/Witness	Description	Amount
1	(video) Brett Weiland	Original Certified Transcript	\$244.85
2	(video) Brett Weiland	Scanned Exhibits	\$20.12
3	(video) Brett Weiland	Word Index - NO CHARGE	\$0.00
Comments: Thank you so much for your business. We truly appreciate it!			Sub Total \$264.97
			Shipping \$0.00
			Tax N/A
			Total Invoice \$264.97
			Payment \$264.97
			Balance Due \$0.00
Federal Tax I.D.: 84-0835207		Terms: Net 30 Days @ 1.5%	

Please KEEP THIS PART for YOUR RECORDS.

Please FOLD then TEAR HERE and RETURN THIS PART with PAYMENT.

Bill To:

Thomas P. Callan, Esq.
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Deliver To:

Thomas P. Callan, Esq.
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Invoice

Invoice #: 132278

Inv.Date: 04/14/16

Balance: \$0.00

Job #: 160311JW

Job Date: 03/11/16

DB Ref.:

Date of Loss: / /

Your File #:

Your Client: Bruce A. Hatcher, et al

Phone: (303) 832-5966

Fax: (303) 832-9525

Hunter + Geist, Inc.
1900 Grant Street
Suite 1025
Denver, CO 80203

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016000608
2/11/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 2/10/2016 Served: 2/11/2016 12:16 pm CORPORATE
To be served on: CORPORATE REPRESENTATIVE OF STANTEC CONSULTING SERVICES, INC.

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
LOCAL SERVICE FEE	1.00	40.00	40.00
TOTAL CHARGED:			\$40.00
BALANCE DUE:			\$40.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016000609
2/11/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 2/10/2016 Non-Served: 2/11/2016 NON-SERVE - COMMENTS
To be served on: CORPORATE REPRESENTATIVE OF AECOM

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
LOCAL SERVICE FEE	1.00	40.00	40.00
TOTAL CHARGED:			\$40.00
BALANCE DUE:			\$40.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016000610
2/11/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 2/10/2016 Non-Served: 2/11/2016 NON-SERVE - COMMENTS
To be served on: CORPORATE REPRESENTATIVE OF CH2M HILL, INC.

ITEMIZED LISTING

<u>Line Item</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
LOCAL SERVICE FEE	1.00	40.00	40.00
TOTAL CHARGED:			\$40.00
BALANCE DUE:			\$40.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-201600641
2/16/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 2/10/2016 Served: 2/12/2016 1:05 pm CORPORATE
To be served on: CORPORATE REPRESENTATIVE OF CH2M HILL, INC. CT CORPORATION SYSTEM

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
OUT OF COUNTY FEE	1.00	50.00	50.00
TOTAL CHARGED:			\$50.00
BALANCE DUE:			\$50.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016000642
2/17/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 2/10/2016 Served: 2/12/2016 1:15 pm CORPORATE
To be served on: AECOM C/O REGISTERED AGENT CT CORPORATION SYSTEM

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
OUT OF COUNTY FEE	1.00	50.00	50.00
TOTAL CHARGED:			\$50.00
BALANCE DUE:			\$50.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016000680
2/23/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-0

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 2/12/2016 Served: 2/23/2016 11:00 am CORPORATE
To be served on: CORPORATE REPRESENTATIVE OF HNTB CORPORATION

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
LOCAL SERVICE FEE	1.00	40.00	40.00
TOTAL CHARGED:			\$40.00
BALANCE DUE:			\$40.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016000925
2/28/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-0

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 2/26/2016 Served: 2/26/2016 1:55 pm CORPORATE
To be served on: CLAUD CASSAGNOL, MARCHENE AND GRAHAM P.A. REGISTERED AGENT OF GTC ENGINEERING CORP.

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
TOTAL CHARGED:			\$0.00
BALANCE DUE:			\$0.00

Thank you for your business!

No Charge

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016001813
6/28/2016
Original Date: 4/15/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 4/15/2016 Served: 4/15/2016 10:15 am AUTHORIZED
To be served on: WALTER CARPENTER, JR. PINEL & CARPENTER, INC

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
LOCAL SERVICE FEE	1.00	40.00	40.00
PRIORITY FEE	1.00	40.00	40.00
TOTAL CHARGED:			\$80.00
6/10/2016	Check #009468	Final Payment	80.00
BALANCE DUE:			\$0.00

Thank you for your business!

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016001814
4/15/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 4/15/2016 Served: 4/15/2016 10:55 am INDIVIDUAL/PERSONAL
To be served on: CLAUDE CASSAGNOL, GTC ENGINEERING CORP

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
LOCAL SERVICE FEE	1.00	40.00	40.00
PRIORITY FEE	1.00	40.00	40.00
TOTAL CHARGED:			\$80.00
BALANCE DUE:			\$80.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016001817
4/15/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE
STATE UNDER THE LAWS OF THE STATE OF FLORIDA**

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 4/15/2016 Served: 4/15/2016 10:25 am INDIVIDUAL/PERSONAL
To be served on: SCOTT BEAR, CH2M

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
LOCAL SERVICE FEE	1.00	40.00	40.00
PRIORITY FEE	1.00	40.00	40.00
TOTAL CHARGED:			\$80.00
BALANCE DUE:			\$80.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016001818
4/15/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 4/15/2016 Served: 4/15/2016 1:35 pm AUTHORIZED
To be served on: JEFFREY J. NEWTON P.E., DONALD W. MCINTOSH ASSOCIATES INC.

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
LOCAL SERVICE FEE	1.00	40.00	40.00
PRIORITY FEE	1.00	40.00	40.00
TOTAL CHARGED:			\$80.00
BALANCE DUE:			\$80.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897818

INVOICE

Invoice #ASH-2016001819
4/15/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE
STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 4/15/2016 Served: 4/15/2016 1:30 pm INDIVIDUAL/PERSONAL - ALT. ADD
To be served on: DAVID HALL, BULLARD , HALL & ADAMS INC.,

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
PRIORITY FEE	2.00	50.00	100.00
OUT OF COUNTY FEE	1.00	50.00	50.00
ADDITIONAL ADDRESS	1.00	50.00	50.00
TOTAL CHARGED:			\$200.00
BALANCE DUE:			\$200.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016001816
4/17/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 4/15/2016 Served: 4/16/2016 11:20 am INDIVIDUAL/PERSONAL
To be served on: MARK CALLAHAN, CH2M

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
LOCAL SERVICE FEE	1.00	40.00	40.00
PRIORITY FEE	2.00	40.00	80.00
ADDITIONAL ADDRESS	1.00	40.00	40.00
TOTAL CHARGED:			\$160.00
BALANCE DUE:			\$160.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2016001815
4/18/2016

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014414-O

Petitioner:
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE
STATE UNDER THE LAWS OF THE STATE OF FLORIDA**

Respondent:
BRUCE A. HATCHER, ET AL.

Received: 4/15/2016 Served: 4/18/2016 9:35 am AUTHORIZED
To be served on: GLENN PRESSIMONE, CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
LOCAL SERVICE FEE	1.00	40.00	40.00
PRIORITY FEE	1.00	40.00	40.00
TOTAL CHARGED:			\$80.00
BALANCE DUE:			\$80.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !

Invoice



Harbour Digital, LLC
 1000 E Robinson St.
 Suite H

Date	Invoice #
2/11/2016	553
Tax ID#: 47-4307348	

Bill To
Thomas P. Callan, PA 921 Bradshaw Terrace Orlando, FL 32806

Ship To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Hatcher	Net 30	House	2/11/2016	2022	Stephanie Tate

Quantity	Item Code	Description	Price Each	Amount
2	DVD Duplication	Duplication of DVD	25.00	50.001

Thank you for your business. We look forward to working with you again. By accepting 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.	Subtotal	\$50.00
	Sales Tax (6.5%)	\$3.25
	Total	\$53.25



Harbour Digital, LLC
 1000 E Robinson St.
 Suite H

Invoice

Date	Invoice #
2/18/2016	570
Tax ID#: 47-4307348	

Bill To
Thomas P. Callan, PA 921 Bradshaw Terrace Orlando, FL 32806

Ship To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Jim Hall- Hatcher	Net 30	House	2/18/2016	2042	Stephanie Tate

Quantity	Item Code	Description	Price Each	Amount
1	CD Duplication	Duplication of Cd	15.00	15.00
1	CD Creation	Creation of CD	25.00	25.00
2	DVD Duplication	Duplication of DVD 2x's	25.00	50.00
318	Digital Imaging	B/W Scans	0.12	38.16
253	Digital Imaging-col...	Color Scans	0.25	63.25
571	Blowbacks	B/W Prints	0.08	45.68

Thank you for your business. We look forward to working with you again.	Subtotal	\$237.09
	Sales Tax (6.5%)	\$15.41
By accepting 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.	Total	\$252.50

Invoice



Harbour Digital, LLC
 1000 E Robinson St.
 Suite H

Date	Invoice #
2/18/2016	571
Tax ID#: 47-4307348	

Bill To
Thomas P. Callan, PA 921 Bradshaw Terrace Orlando, FL 32806

Ship To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Josh Harris-Hatcher	Net 30	House	2/18/2016	2041	Stephanie Tate

Quantity	Item Code	Description	Price Each	Amount
1	CD Creation	Creation of CD	25.00	25.00
1	CD Duplication	Duplication of CD	15.00	15.00
1,794	Digital Imaging	B/W Scans	0.12	215.28
59	Coding	Capture & Coding	0.25	14.75

Thank you for your business. We look forward to working with you again.	Subtotal	\$270.03
	Sales Tax (6.5%)	\$17.55
By accepting 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.	Total	\$287.58

Invoice



Harbour Digital, LLC
 1000 E Robinson St.
 Suite H

Date	Invoice #
2/19/2016	575
Tax ID#: 47-4307348	

Bill To
Thomas P. Callan, PA 921 Bradshaw Terrace Orlando, FL 32806

Ship To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Parzych-Hatcher	Net 30	House	2/19/2016	2046	Stephanie Tate

Quantity	Item Code	Description	Price Each	Amount
102	Digital Imaging	B/W Scans	0.12	12.24
54	Digital Imaging-col...	Color Scans	0.25	13.50
1	CD Creation	Master CD Of Project	25.00	25.00
1	CD Duplication	Duplication of CD	15.00	15.00

Thank you for your business. We look forward to working with you again.	Subtotal	\$65.74
	Sales Tax (6.5%)	\$4.27
By accepting 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.	Total	\$70.01



**HARBOUR
DIGITAL**
eDiscovery Solutions & Technology

Harbour Digital, LLC
1000 E Robinson St.
Suite H

Invoice

Date	Invoice #
2/22/2016	577
Tax ID#: 47-4307348	

Bill To
Callan Law Firm 921 Bradshaw Terrace Orlando, Florida 32806

Ship To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Hatcher	Net 30	House	2/22/2016	2047	Stephanie Tate

Quantity	Item Code	Description	Price Each	Amount
3,255	Digital Imaging	B/W scans	0.12	390.60T
13,020	Blowbacks	B/W prints	0.08	1,041.60T
3,255	07 Bates Labels Di...	Documents Bates Labeled	0.02	65.10T
3	CD Creation	Master CD	25.00	75.00T
18	Manila Folders/Re...	Redwelds	2.25	40.50T
465	15 Tabs	Numeric Tabs	0.25	116.25T
Thank you for your business. We look forward to working with you again.			Subtotal	\$1,729.05
By accepting 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.			Sales Tax (6.5%)	\$112.39
			Total	\$1,841.44



**HARBOUR
DIGITAL**

Discovery Solutions & Technology

Harbour Digital & Associates, LLC

1000 East Robinson St.
Suite H
Orlando, Florida 32801

Invoice

Date	Invoice #
3/4/2016	599
Tax ID#: 47-4307348	

Bill To
Callan Law Firm 921 Bradshaw Terrace Orlando, Florida 32806

Ship To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Mark Callahan	Net 30	House	3/4/2016	3010	Stephanie Tate

Quantity	Item Code	Description	Price Each	Amount
385	Digital Imaging	BW Scans	0.12	46.201
68	Digital Imaging-col...	Color Scans	0.25	17.001
1	CD Creation	CD Creation	25.00	25.001
1	CD Duplication	CD Duplication	15.00	15.001

<p>Thank you for your business. We look forward to working with you again.</p> <p>By accepting 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.</p>	Subtotal	\$103.20
	Sales Tax (6.5%)	\$6.71
	Total	\$109.91



**HARBOUR
DIGITAL**

eDiscovery Solutions & Technology

Harbour Digital & Associates, LLC

1000 East Robinson St.
Suite H
Orlando, Florida 32801

Invoice

Date	Invoice #
3/18/2016	630
Tax ID#: 47-4307348	

Bill To
Callan Law Firm 921 Bradshaw Terrace Orlando, Florida 32806

Ship To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Hatcher	Net 30	House	3/18/2016	3039	Stephanie Tate

Quantity	Item Code	Description	Price Each	Amount
222	Blowbacks	B&W Prints	0.08	17.761
777	Blowbacks-color	Color Prints	0.75	582.751
<i>Stephanie Tate</i>				

Thank you for your business. We look forward to working with you again.	Subtotal	\$600.51
	Sales Tax (6.5%)	\$39.03
By accepting 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.	Total	\$639.54



**HARBOUR
DIGITAL**

eDiscovery Solutions & Technology

Harbour Digital & Associates, LLC

1000 East Robinson St.
Suite H
Orlando, Florida 32801

Invoice

Date	Invoice #
3/21/2016	632
Tax ID#: 47-4307348	

Bill To
Callan Law Firm 921 Bradshaw Terrace Orlando, Florida 32806

Ship To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Hatcher	Net 30	House	3/21/2016	3043	Stephanie Tate

Quantity	Item Code	Description	Price Each	Amount
3	CD Duplication	CD Duplications Hatcher Requested Carpenter Deposition Documents	15.00	45.00

Thank you for your business. We look forward to working with you again.	Subtotal	\$45.00
	Sales Tax (6.5%)	\$2.93
By accepting 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.	Total	\$47.93

Invoice



**HARBOUR
DIGITAL**

eDiscovery Solutions & Technology

Harbour Digital & Associates, LLC

1000 East Robinson St.
Suite H
Orlando, Florida 32801

Date	Invoice #
3/24/2016	649
Tax ID#: 47-4307348	

Bill To
Callan Law Firm 921 Bradshaw Terrace Orlando, Florida 32806

Ship To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Hatcher Trial	Net 30	House	3/24/2016	3057	Stephanie Tate

Quantity	Item Code	Description	Price Each	Amount
622	Blowbacks	B/W Prints	0.08	49.761
766	Blowbacks-color	Color Prints	0.75	574.501
1	CD Creation	Master CD of Bates Documents	25.00	25.001
1,388	07 Bates Labels Di...	Documents Bates Labeled	0.02	27.761

Thank you for your business. We look forward to working with you again. By accepting 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.	Subtotal	\$677.02
	Sales Tax (6.5%)	\$44.01
	Total	\$721.03



**HARBOUR
DIGITAL**

eDiscovery Solutions & Technology

Harbour Digital & Associates, LLC

1000 East Robinson St.
Suite H
Orlando, Florida 32801

Invoice

Date	Invoice #
3/28/2016	652
Tax ID#: 47-4307348	

Bill To
Callan Law Firm 921 Bradshaw Terrace Orlando, Florida 32806

Ship To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Hatcher Trial	Net 30	House	3/28/2016	3058	Stephanic Tate

Quantity	Item Code	Description	Price Each	Amount
849	Digital Imaging	Document Scanning	0.10	84.90
6,239	Blowbacks	B/W Prints	0.08	499.12
2,608	Blowbacks-color	Color Prints	0.75	1,956.00
1	DVD Creation	DVD of Bates Files	50.00	50.00
1	DVD Creation	Discounted DVD of Bates Files	25.00	25.00
7,998	07 Bates Labels Di...	Documents Bates Labeled	0.02	159.96
1	Technical Labor	Extracting files with manipulation protection for Scanning, Coding, and Bates. Resizing documents to 8.5x11 for Bates and Printing	125.00	125.00
<p>Thank you for your business. We look forward to working with you again.</p>			Subtotal	\$2,899.98
<p>By accepting 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.</p>			Sales Tax (6.5%)	\$188.50
			Total	\$3,088.48



Harbour Digital & Associates, LLC

1000 East Robinson St.
Suite H
Orlando, Florida 32801

Invoice

Date	Invoice #
4/26/2016	725
Tax ID#: 47-4307348	

Bill To
Callan Law Firm 921 Bradshaw Terrace Orlando, Florida 32806

Ship To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Hatcher	Net 30	House	4/26/2016	4056	Katherine Ewing

Quantity	Item Code	Description	Price Each	Amount
1,975	Blowbacks	B&W Prints	0.10	197.501
1,009	Blowbacks-color	Color Prints	0.75	756.751

Thank you for your business. We look forward to working with you again.	Subtotal	\$954.25
	Sales Tax (6.5%)	\$62.03
By accepting 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.	Total	\$1,016.28



850 S. Hughey Avenue • Orlando, Florida 32801 • 407-843-1492

INVOICE

Invoice Number:	IN2292115
Invoice Date:	04/04/16
Page:	1
Terms:	Payment with order
Customer ID	C002037

Sold To:
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Ship To Code
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Order Date 04/15/16
 Ordered By Tom
 P.O. Number
 Project ID
 Job Name Hachet

Ship Date 04/25/16
 Ship Via Delivery via our truck
 SalesPerson House Account
 Estimate #
 JTS Number 15-50-1/2 JCS

Item #	Description	Size	U/M	Ordered	Shipped	B/O	Unit Price	Total Price
11032	PDF File Charge-Single Page		EA	3	3		4.00	12.00
11009	Reduce/Enlarge Bond from Files	30x40	SF	25.5	25.5		0.225	5.74
#Orig 3	#Copies 1	Total Copies 3	SF Each 8.5					
35001	Mount 3/16" Gatorboard Blk	30x40	SF	25.5	25.5		4.50	114.75
#Orig 3	#Copies 1	Total Copies 3	SF Each 8.5					
30001	Lightjet Print From File	30x40	SF	8.5	8.5		4.50	38.25
#Orig 1	#Copies 1	Total Copies 1	SF Each 8.5					
35001	Mount 3/16" Gatorboard Blk	30x40	SF	8.5	8.5		4.50	38.25
#Orig 1	#Copies 1	Total Copies 1	SF Each 8.5					

The purchaser agrees to pay all cost of collection including a reasonable attorney's fee.
 Past due accounts subject to a service charge of 1.5% per month.

Received By _____ Date _____

Subtotal	208.99
Total Sales Tax:	13.58
Fuel Surcharge	2.26
Delivery Charge	0.00
Amount Paid	0.00
Balance Due	224.83



850 S. Hughey Avenue • Orlando, Florida 32801 • 407-843-1492

INVOICE

Invoice Number:	IN2292122
Invoice Date:	04/04/16
Page:	1
Terms	Payment with order
Customer ID	C002037

Sold To:
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Ship To Code
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Order Date 04/12/16
 Ordered By Tom Callan
 P.O. Number
 Project ID
 Job Name Hatcher

Ship Date 04/25/16
 Ship Via Delivery via our truck
 SalesPerson House Account
 Estimate #
 JTS Number 12-135 JCS

Item #	Description	Size	U/M	Ordered	Shipped	B/O	Unit Price	Total Price
12091	Scan 8.5x11 Sheet to.PDF		EA	28	28		0.50	14.00
12092	Scan 11x17 Sheet to .PDF		EA	2	2		0.65	1.30
13127	Cyclone Scan up to 8.5x11		EA	108	108		0.50	54.00
13128	Cyclone Scan up to 11x17		EA	10	10		0.65	6.50
12097	Burn Files on CD		EA	1	1		5.00	5.00
11009	Reduce/Enlarge Bond from Files	30x40	SF	255	255		0.225	57.38
#Orig 30	#Copies 1	Total Copies 30	SF Each 8.5					
30001	Lightjet Print From File	30x40	SF	578	578		3.00	1,734.00
	Matte or Gloss Finish							
#Orig 68	#Copies 1	Total Copies 68	SF Each 8.5					
30001	Lightjet Print From File	30x80	SF	17	17		3.00	51.00
	Matte or Gloss Finish							
#Orig 1	#Copies 1	Total Copies 1	SF Each 17					
35001	Mount 3/16" Gatorboard Blk	30x40	SF	255	255		4.50	1,147.50
#Orig 30	#Copies 1	Total Copies 30	SF Each 8.5					
35002	Mount 3/16" Gatorboard Wht	30x40	SF	578	578		4.50	2,601.00
#Orig 68	#Copies 1	Total Copies 68	SF Each 8.5					
35002	Mount 3/16" Gatorboard Wht	30x80	SF	17	17		4.50	76.50
#Orig 1	#Copies 1	Total Copies 1	SF Each 17					
35259	Mount/Lam Spec Labor - 15 Min		EA	1	1		15.00	15.00

The purchaser agrees to pay all cost of collection including a reasonable attorney's fee.
 Past due accounts subject to a service charge of 1.5% per month.

Received By _____ Date _____

Subtotal	5,763.18
Total Sales Tax:	374.61
Fuel Surcharge	2.26
Delivery Charge	0.00
Amount Paid	0.00
Balance Due	6,140.05



850 S. Hughey Avenue • Orlando, Florida 32801 • 407-843-1492

INVOICE

Invoice Number:	IN2292140
Invoice Date:	04/04/16
Page:	1
Terms:	Payment with order
Customer ID	C002037

Sold To:
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Ship To Code
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Order Date 04/20/16
 Ordered By Tom Callan
 P.O. Number
 Project ID
 Job Name Hatcher

Ship Date 04/25/16
 Ship Via Delivery via our truck
 SalesPerson House Account
 Estimate #
 JTS Number 20-42 JCS

Item #	Description	Size	U/M	Ordered	Shipped	B/O	Unit Price	Total Price
12091	Scan 8.5x11 Sheet to.PDF		EA	2	2		0.50	1.00
12092	Scan 11x17 Sheet to .PDF		EA	8	8		0.65	5.20
13128	Cyclone Scan up to 11x17		EA	1	1		0.65	0.65
13127	Cyclone Scan up to 8.5x11		EA	1	1		0.50	0.50
35002	Mount 3/16" Gatorboard Wht	30x40	SF	59.5	59.5		4.50	267.75
#Orig 7	#Copies 1	Total Copies 7	SF Each 8.5					
30001	Lightjet Print From File	30x40	SF	17	17		6.00	102.00
	Matte or Gloss Finish							
#Orig 2	#Copies 1	Total Copies 2	SF Each 8.5					
11003	AEC Bond Print from File	30x40	SF	42.5	42.5		0.20	8.50
#Orig 5	#Copies 1	Total Copies 5	SF Each 8.5					
11045	AEC Spec Labor - 15 Min		EA	2	2		7.50	15.00

The purchaser agrees to pay all cost of collection including a reasonable attorney's fee.
 Past due accounts subject to a service charge of 1.5% per month.

Received By _____ Date _____

Subtotal	400.60
Total Sales Tax:	26.04
Fuel Surcharge	2.26
Delivery Charge	0.00
Amount Paid	0.00
Balance Due	428.90



INVOICE

Total Due	\$93.79
Invoice No.	2341-3280
Invoice Total	\$93.79
Acct. No.	2341
Period Ending	2/15/2016
Page	1
Amount Paid	

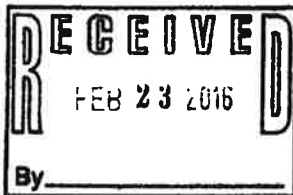
Callan Law Firm
 Stephanie Tate
 921 Bradshaw Ter
 Orlando, FL 32806

Remit Payments with this stub to:
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Customer #	Invoice #	Invoice Date	Unapplied Cash/Credit	Invoice Amount	Under 30	Over 30	Over 60	Over 90	Account Balance
2341	2341-3280	2/15/2016	\$0.00	\$93.79	\$0.00	\$0.00	\$0.00	\$0.00	\$93.79

cut and return with payment

Date	OrdTrkID Caller/Ref#	Origin	Destination/POD	Base Charge	Additional Charges	Total
02/01/16	140.020116 Stephanie HAtcher	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:2 Wt:1.00	HNTB CORP 610 Crescent Executive Ct 400 Lake Mary, FL 32746 K Weiss 16:09	\$31.44 2 Hr Priority CAR Sc:Mileage	Tot Surcharges: Insurance [0.50] Fuel Surcharg [2.20]	\$34.14
02/01/16	141.020116 Stephanie HAtcher	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:2 Wt:1.00	AE Com 150 N Orange Ave 200 Orlando, FL 32801 B Lorente 14:42	\$11.50 2 Hr Priority CAR Sc:Mileage	Tot Surcharges: Insurance [0.50] Fuel Surcharg [0.81]	\$12.81
02/01/16	142.020116 Stephanie HAtcher	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:2 Wt:1.00	CH2M Hill Inc 225 E Robinson St 505 Orlando, FL 32801 G Becker 14:55	\$11.50 2 Hr Priority CAR Sc:Mileage	Tot Surcharges: Insurance [0.50] Fuel Surcharg [0.81]	\$12.81
02/01/16	143.020116 Stephanie Hatcher	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:2 Wt:1.00	Stantec 11315 Corporate Blvd 105 Orlando, FL 32817 Chelse Rugd 15:35	\$19.36 2 Hr Priority CAR Sc:Mileage	Tot Surcharges: Insurance [0.50] Fuel Surcharg [1.36]	\$21.22
02/10/16	134.020916 Stephanie	James Etscom 200 S Orange Ave 23rd floor Orlando, FL 32801 Pcs:1 Wt:1.00	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 K Ewing 09:55	\$11.50 2 Hr Priority CAR Sc:Mileage	Tot Surcharges: Insurance [0.50] Fuel Surcharg [0.81]	\$12.81



Invoice No.	2341-3280
Acct. No.	2341
Period Ending	2/15/2016
Page	1

ASAP Courier Service
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Invoice Total	\$93.79
Acct Balance	\$93.79

Go to <http://www.asap-courier.com/> for online order entry.



INVOICE

Total Due	\$41.64
Invoice No.	2341-3297
Invoice Total	\$41.64
Acct. No.	2341
Period Ending	2/29/2016
Page	1
Amount Paid	

Callan Law Firm
 Stephanie Tate
 921 Bradshaw Ter
 Orlando, FL 32806

Remit Payments with this stub to:
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Customer #	Invoice #	Invoice Date	Unapplied Cash/Credit	Invoice Amount	Under 30	Over 30	Over 60	Over 90	Account Balance
2341	2341-3297	2/29/2016	\$0.00	\$41.64	\$0.00	\$0.00	\$0.00	\$0.00	\$41.64

Scissors icon and return with payment

Date	OrdTrkID Caller/Ref#	Origin	Destination/POD	Base Charge	Additional Charges	Total
02/18/16	193.021816 Catherine Hatcher	Gray and Robinson 301 E Pine St 1400 Orlando, FL 32801 Pcs:1 Wt:1.00	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 K Meng 12:21	\$19.50 1 Hr Emerger CAR Sc:Mileage	Tot Surcharges:\$1.87 Insurance[0.50] Fuel Surcharge[1.37]	\$21.37
02/22/16	132.022216 Katherine	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00	Gray and Robinson 301 E Pine St 1400 Orlando, FL 32801 Angela Hamilton 12:18	\$6.50 Sameday by CAR Sc:Mileage	Tot Surcharges:\$0.96 Insurance[0.50] Fuel Surcharge[0.46]	\$7.46
02/26/16	325.022616 Katherine HATCHER	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00	VHB 225 E Robinson St 300 Orlando, FL 32801 D Miles 14:42	\$11.50 2 Hr Priority - CAR Sc:Mileage	Tot Surcharges:\$1.31 Insurance[0.50] Fuel Surcharge[0.81]	\$12.81

Invoice No.	2341-3297
Acct. No.	2341
Period Ending	2/29/2016
Page	1

ASAP Courier Service
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Invoice Total	\$41.64
Acct Balance	\$41.64

Go to <http://www.asap-courier.com/> for online order entry.



Callan Law Firm
 Stephanie Tate
 921 Bradshaw Ter
 Orlando, FL 32806

INVOICE	
Total Due	\$23.98
Invoice No.	2341-3332
Invoice Total	\$23.98
Acct. No.	2341
Period Ending	3/31/2016
Page	1
Amount Paid	

Remit Payments with this stub to:
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Customer #	Invoice #	Invoice Date	Unapplied Cash/Credit	Invoice Amount	Under 30	Over 30	Over 60	Over 90	Account Balance
2341	2341-3332	3/31/2016	\$0.00	\$23.98	\$0.00	\$0.00	\$0.00	\$0.00	\$23.98

cut and return with payment

Date	OrdTrkID Caller/Ref#	Origin	Destination/POD	Base Charge	Additional Charges	Total
03/22/16	57.032216 Katherine Hatcher	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00	VHB 225 E Robinson St 300 Orlando, FL 32801 B Miles 10:08	\$6.50 Sameday by CAR Sc:Mileage	Attempt: Misc: (\$7.46) Tot Surcharges: Insurance [0.50] Fuel Surcharg [0.46]	\$7.46 \$7.46
03/22/16	64.032216 Katherine Hatcher	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00	Callhoom Druggers 728 W Smith St Orlando, FL 32804 S OConner 10:25	\$6.50 Sameday by CAR Sc:Mileage	Tot Surcharges: Insurance [0.50] Fuel Surcharg [0.46]	\$0.96 \$7.46
03/22/16	65.032216 Katherine Hatcher	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00	Lakemont Group 1361 Palmer Ave Winter Park, FL 32789 in box by door 11:24	\$8.00 Sameday by CAR Sc:Mileage	Tot Surcharges: Insurance [0.50] Fuel Surcharg [0.56]	\$1.06 \$9.06

Invoice No.	2341-3332
Acct. No.	2341
Period Ending	3/31/2016
Page	1

ASAP Courier Service
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Invoice Total	\$23.98
Acct Balance	\$23.98

Go to <http://www.asap-courier.com/> for online order entry.

A.S.A.P.

Courier Services

INVOICE

Total Due	\$50.54
Invoice No.	2341-3346
Invoice Total	\$26.56
Acct. No.	2341
Period Ending	4/15/2016
Page	1
Amount Paid	

Callan Law Firm
 Stephanie Tate
 921 Bradshaw Ter
 Orlando, FL 32806

Remit Payments with this stub to:
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Customer #	Invoice #	Invoice Date	Unapplied Cash/Credit	Invoice Amount	Under 30	Over 30	Over 60	Over 90	Account Balance
2341	2341-3346	4/15/2016	\$0.00	\$26.56	\$23.98	\$0.00	\$0.00	\$0.00	\$50.54

cut and return with payment

Date	OrdTrkID Caller/Ref#	Origin	Destination/POD	Base Charge	Additional Charges	Total	
04/13/16	135.041316 Catherine HAtcher	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00	Orange County Courthouse 425 N Orange Ave 17th flr Orlando, FL 32801 Judge Kast Box 15:26	\$19.50 1 Hr Emerge CAR Sc:Mileage	Tot Surcharges: Insurance Fuel Surcharg Tot Extras: Courthouse	\$2.06 [0.50] [1.56] \$5.00 [1] [\$5]	\$26.56

Invoice No.	2341-3346
Acct. No.	2341
Period Ending	4/15/2016
Page	1

ASAP Courier Service
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Invoice Total	\$26.56
Acct Balance	\$50.54

Go to <http://www.asap-courier.com/> for online order entry.

A.S.A.P. Courier Services

INVOICE

Total Due	\$700.08
Invoice No.	2341-3365
Invoice Total	\$582.33
Acct. No.	2341
Period Ending	4/30/2016
Page	2
Amount Paid	

Callan Law Firm
Stephanie Tate
921 Bradshaw Ter
Orlando, FL 32806

Remit Payments with this stub to:
7901 Kingspointe Parkway
Suite 26
Orlando, FL 32819
(407) 852-0000

Customer #	Invoice #	Invoice Date	Unapplied Cash/Credit	Invoice Amount	Under 30	Over 30	Over 60	Over 90	Account Balance
2341	2341-3365	4/30/2016	\$0.00	\$582.33	\$67.21	\$26.56	\$23.98	\$0.00	\$700.08

cut and return with payment

Date	OrdTrkID Caller/Ref#	Origin	Destination/POD	Base Charge	Additional Charges	Total
04/28/16	79.042816 Pamela Hatcher	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:31 Wt:310.00	ORANGE CO COURTHOUSE 425 N Orange Ave 23A Orlando, FL 32801 Pamela 08:15	\$24.50 1 Hr Emerger MINIVAN Sc:Mileage	Attempt:\$10.00 Weight:\$16.50 WaitTime:\$15.00 Tot Surcharges:\$2.46 Insurance[0.50] Fuel Surcharge[1.96] Tot Extras:\$5.00 Courthouse[1] [\$5]	\$73.46
04/28/16	190.042816 Pamela Hatcher	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:25.00	ORANGE CO COURTHOUSE 425 N Orange Ave 17B Orlando, FL 32801 Judge Kest 17:00	\$19.50 1 Hr Emerger CAR Sc:Mileage	Tot Surcharges:\$2.06 Insurance[0.50] Fuel Surcharge[1.56] Tot Extras:\$5.00 Courthouse[1] [\$5]	\$26.56
04/28/16	191.042816 Pamela Hatcher	ORANGE CO COURTHOUSE 425 N Orange Ave 23A Orlando, FL 32801 Pcs:30 Wt:300.00	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Katherine Ewing 17:47	\$24.50 1 Hr Emerger MINIVAN Sc:Mileage	Weight:\$15.00 WaitTime:\$20.00 Tot Surcharges:\$2.46 Insurance[0.50] Fuel Surcharge[1.96] Tot Extras:\$5.00 Courthouse[1] [\$5]	\$66.96
04/29/16	225.042816 Katrine Hatcher	ORANGE CO COURTHOUSE 425 N Orange Ave 23A Orlando, FL 32801 Pcs:20 Wt:300.00	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Katherine Ewing 17:50	\$24.50 1 Hr Emerger MINIVAN Sc:Mileage	Weight:\$15.00 WaitTime:\$15.00 Tot Surcharges:\$2.46 Insurance[0.50] Fuel Surcharge[1.96] Tot Extras:\$5.00 Courthouse[1] [\$5]	\$61.96

Invoice No.	2341-3365
Acct. No.	2341
Period Ending	4/30/2016
Page	2

ASAP Courier Service
7901 Kingspointe Parkway
Suite 26
Orlando, FL 32819
(407) 852-0000

Invoice Total	\$582.33
Acct Balance	\$700.08

Go to <http://www.asap-courier.com/> for online order entry.

A.S.A.P.

Courier Services

INVOICE

Total Due	\$67.21
Invoice No.	2341-3371
Invoice Total	\$67.21
Acct. No.	2341
Period Ending	5/15/2016
Page	1
Amount Paid	

Callan Law Firm
 Stephanie Tate
 921 Bradshaw Ter
 Orlando, FL 32806

Remit Payments with this stub to:
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Customer #	Invoice #	Invoice Date	Unapplied Cash/Credit	Invoice Amount	Under 30	Over 30	Over 60	Over 90	Account Balance
2341	2341-3371	5/15/2016	\$0.00	\$67.21	\$0.00	\$0.00	\$0.00	\$0.00	\$67.21

cut and return with payment

Date	OrdTrkID Caller/Ref#	Origin	Destination/POD	Base Charge	Additional Charges	Total
05/02/16	291.042916 Pamela Hatcher	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:18 Wt:30.00	Orange County Courthouse 425 N Orange Ave 23A Orlando, FL 32801 Tom McCallan 08:28	\$24.50 1 Hr Emerger MINIVAN Sc:Mileage	WaitTime:\$35.00 Tot Surcharges:\$2.71 Insurance[0.50] Fuel Surcharge[2.21] Tot Extras:\$5.00 Courthouse[1][5]	\$67.21

Invoice No.	2341-3371
Acct. No.	2341
Period Ending	5/15/2016
Page	1

ASAP Courier Service
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Invoice Total	\$67.21
Acct Balance	\$67.21

Go to <http://www.asap-courier.com/> for online order entry.

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

Hatcher

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
tom callan

Receipt No.
RM-2014-12259

Transaction Date
07/25/2014

Description	Amount Paid
Miscellaneous Payment	
Records Management - Copies	93.00
SUBTOTAL	93.00
PAYMENT TOTAL 93.00	
	Cash Tendered 100.00
	Total Tendered 100.00
	Change 7.00
07/25/2014 10:14 AM	Cashier Station RM3
	Audit 35889961

OFFICIAL RECEIPT

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

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

Petitioner,

v.

BRUCE A. HATCHER; JEANNIE R. HATCHER;
et al,

Respondents.

CASE NO. 2013-CA-014414-O

Division 39

Parcel: 113 (Parts A & B), 713

SETTLEMENT AGREEMENT AS TO EXPERT FEES AND COSTS

During settlement negotiations, Respondent(s) BRUCE A. HATCHER and JEANNIE R. HATCHER, by and through counsel for Respondents, and representative(s) of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to the account of Respondent's attorney the sum of **One Hundred Ninety-Eight Thousand Nine Hundred Seventy-Six and 37/100s Dollars (\$198,976.37)** in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent in this case, subject to review and confirmation that each invoice submitted by Respondent's experts was necessary and reasonable. The expert fees and costs are as follows:

EXPERT FEES	AMOUNT
Calhoun, Dreggors & Associates	\$72,000.00
Vanassee Hangen Brustlin, Inc.	28,017.64
Lakemont Group	17,403.75
MEI Civil	30,130.00
Derango, Best, & Associates Professional Services	2,500.00
Ovation Construction, Inc.	1,260.00
Accuright Surveys <i>Cedar Law Firm</i>	3,600.00
Power Acoustics	10,100
Juris Corporation	2,600
TOTAL EXPERT FEES AND COSTS	\$167,611.39

EXHIBIT "B"

Court Reporters	\$15,423.25
Process Servers	1,020.00
Law Firm Costs	14,921.73
TOTAL COSTS	\$31,364.98
TOTAL EXPERT FEES AND COSTS	\$198,976.37

2. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

3. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Order containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

4. 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.

5. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcels 113 (Parts A & B) and 713, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

6. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary.

7. This Settlement Agreement, executed by counsel for the parties on this 4th day of December, 2017, contains all the agreements of the parties.

1s/ Linda S.B. Lanosa
 Print Name: Linda S. B. Lanosa
 Central Florida Expressway Authority

Thomas P. Callan
 Print Name: Thomas P. Callan
 Attorney for Respondents


CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: December 20, 2017

SUBJECT: Approval of Groundtek of Florida, LLC as Subcontractor for the
S.R. 528, S.R. 429, S.R. 451 and S.R. 414 Landscape Maintenance Services
contract with Commercial Companies, Inc.
Contract No. 001050

Commercial Companies, Inc., CFX's Landscape Maintenance Services Contractor has requested approval to use Groundtek of Florida, LLC, to perform slab repairs at southbound S.R. 417 at Curry Ford Road. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Commercial Companies, Inc. when its contract with CFX was originally awarded.

Board approval of Groundtex of Florida, LLC as a subcontractor to Commercial Companies, Inc. is requested.

Reviewed by: 
Don Budnovich
Director of Maintenance



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Commercial Companies, Inc. Date: December 19, 2017

CFX Contract Name: S.R. 528, S.R. 429, S.R. 451 and S.R. 414 Maintenance CFX Contract No.: 001050

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: Groundtek of Central Florida, LLC

Address: 862 Maguire Road, Ocoee, FL 34761

Phone No.: 407-877-7473

Federal Employee ID No.: 59-2981065

Description of Services to Be Sublet: Mowing

Estimated Beginning Date of Sublet Services: January 5, 2018

Estimated Completion Date of Sublet Services: November 2018

Estimated Value of Sublet Services*: \$121,445.00

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: 
(Signature of Consultant/Contractor Representative)

Bari M. Rack, Contract Administrator
Title

Recommended by: 
(Signature of Appropriate CFX Director/Manager)

Date: 12/20/17

Approved by: 
(Signature of Appropriate Services Chief)

Date: 12/20/17

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.


CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: January 3, 2018

SUBJECT: Approval of Ground Works Solutions, Inc. as Subcontractor for the
S.R. 408, S.R. 417, S.R. 528 Roadway Maintenance Services contract with
Jorgensen Contract Services, LLC
Contract No. 001151

Jorgensen Contract Services, LLC, CFX's Roadway Maintenance Services Contractor has requested approval to use Ground Works Solutions., to perform slab repairs at southbound S.R. 417 at Curry Ford Road. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Jorgensen Contract Services, LLC when its contract with CFX was originally awarded.

Board approval of Ground Works Solutions, Inc. as a subcontractor to Jorgensen Contract Services, LLC is requested.

Reviewed by: 
Don Budnovich
Director of Maintenance



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: 11/20/17

CFX Contract Name: Roadway and Bridge Maintenance Services CFX Contract No.: 001151

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: Ground Works Solutions, Inc. - Uretek Holdings, Inc.

Address: 4759 Drane Field Road, Lakeland, FL 33811

Phone No.: 863.984.8727

Federal Employee ID No.: 27-4875234

D/M/WBE Subconsultant/Subcontractor? Yes No (If Yes, D/M/WBE Utilization Form and Certification also required)

Description of Services to Be Sublet: SR417 SB @ Curry Ford Road: Loss of base soils due to erosion has

resulted in observed void space and approach slab settlement at the SR417 Southbound Bridge

No. 750378. Repair will be performed utilizing high-density, hydro-insensitive polyurethane foam, URETEK 486STAR.

Estimated Beginning Date of Sublet Services: 11/20/17

Estimated Completion Date of Sublet Services: 12/01/17

Estimated Value of Sublet Services*: \$35,000.00

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: 

(Signature of Consultant/Contractor Representative)

David Tune, Corporate Vendor Coordinator

Title

Recommended by: 

(Signature of CFX Director of Maintenance)

Date: 11/20/17

Approved by: 

(Signature of Chief of Infrastructure)

Date: 11/20/17

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.


CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 3, 2017

SUBJECT: Approval of Subcontractors for the S.R. 429, S.R. 414 and S.R. 451 Roadway Maintenance Services contract with Infrastructure Corporation of America (ICA) Contract No. 001152

Infrastructure Corporation of America, CFX's Roadway Maintenance Services Contractor has requested approval to use of the following subcontractors: B & B Outdoor Services, LLC, Coastal Marine Construction, Inc., EnviroChem Environmental, LLC, Cheyenne Asphalt, Inc., Blurock, LLC and T.S.M. Enterprises, Inc., to provide concrete, earthwork, bridge repair, chemical application, guardrails, fence, signs, slope mowing and roadway mowing. The cost is expected to exceed the \$25,000.00 threshold for each subcontractors established by the Procurement Policy for subcontractors not disclosed by Infrastructure Corporation of America when its contract with CFX was originally awarded.

Board approval of B & B Outdoor Services, LLC, Coastal Marine Construction, Inc., EnviroChem Environmental, LLC, Cheyenne Asphalt, Inc., Blurock, LLC and T.S.M. Enterprises, Inc., as subcontractors to Infrastructure Corporation of America is requested.

Reviewed by: 
Don Budnovich
Director of Maintenance



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: HDRICA Date: July 1, 2017

CFX Contract Name: SR 429/SR 414 Roadway and Bridge Maintenance CFX Contract No.: 001152

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: Coastal Marine Construction, Inc.

Address: 625 North Tamiami Trail, Venice, FL. 34285

Phone No.: 941-485-2102

Federal Employee ID No.: 59-1669706

Description of Services to Be Sublet: Bridge Repair

Estimated Beginning Date of Sublet Services: July 1, 2017

Estimated Completion Date of Sublet Services: June 30, 2022

Estimated Value of Sublet Services*: \$450,000.00

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: _____

(Signature of Consultant/Contractor Representative)

Project Manager
Title

Recommended by: _____
(Signature of Appropriate CFX Director/Manager)

Date: 1/3/18

Approved by: _____
(Signature of Appropriate Services Chief)

Date: 1/3/18

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: HDR/ICA Date: July 1, 2017

CFX Contract Name: SR 429/SR 414 Roadway and Bridge Maintenance CFX Contract No.: 001152

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: B&B Outdoor Services, LLC

Address: 1635 N. Garfield Ave. Deland, FL 32720

Phone No.: 386-547-5917

Federal Employee ID No.: 45-4745951

Description of Services to Be Sublet: Concrete Repair & Earthwork

Estimated Beginning Date of Sublet Services: July 1, 2017

Estimated Completion Date of Sublet Services: June 30, 2022

Estimated Value of Sublet Services*: \$500,000.00

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: _____

(Signature of Consultant/Contractor Representative)

Project Manager
Title

Recommended by: _____
(Signature of Appropriate CFX Director/Manager)

Date: 1/3/18

Approved by: _____
(Signature of Appropriate Services Chief)

Date: 1/4/18

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: HDR/ICA Date: July 1, 2017

CFX Contract Name: SR 429/SR 414 Roadway and Bridge Maintenance CFX Contract No.: 001152

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: EnviroChem Environmental LLC

Address: 34216 Alameda Drive, Sorrento, FL, 32776

Phone No.: 407-509-0185

Federal Employee ID No.: 27-3282117

Description of Services to Be Sublet: Chemical Application

Estimated Beginning Date of Sublet Services: July 1, 2017

Estimated Completion Date of Sublet Services: June 30, 2022

Estimated Value of Sublet Services*: \$306,000.00

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: _____

(Signature of Consultant/Contractor Representative)

Project Manager
Title

Recommended by: _____
(Signature of Appropriate CFX Director/Manager)

Date: 1/3/18

Approved by: _____
(Signature of Appropriate Services Chief)

Date: 1/4/18

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: HDR/ICA Date: July 1, 2017

CFX Contract Name: SR 429/SR 414 Roadway and Bridge Maintenance CFX Contract No.: 001152

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: Cheyenne Asphalt, Inc

Address: 13521 Ponce De Leon Blvd. Brooksville, FL. 34601

Phone No.: 352-544-2723

Federal Employee ID No.: 59-3759317

Description of Services to Be Sublet: Guardrail, Fence, & Sign Repairs

Estimated Beginning Date of Sublet Services: July 1, 2017

Estimated Completion Date of Sublet Services: June 30, 2022

Estimated Value of Sublet Services*: \$250,000.00

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: _____

(Signature of Consultant/Contractor Representative)

Project Manager
Title

Recommended by: _____

(Signature of Appropriate CFX Director/Manager)

Date: 1/3/18

Approved by: _____

(Signature of Appropriate Services Chief)

Date: 1/4/18

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: HDR/ICA Date: July 1, 2017

CFX Contract Name: SR 429/SR 414 Roadway and Bridge Maintenance CFX Contract No.: 001152

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: T.S.M. Enterprises, Inc.

Address: 4355 McCorvey Rd. Deland, FL. 32724

Phone No.: 386-547-5949

Federal Employee ID No.: 59-3629876

Description of Services to Be Sublet: Roadway Mowing

Estimated Beginning Date of Sublet Services: July 1, 2017

Estimated Completion Date of Sublet Services: June 30, 2022

Estimated Value of Sublet Services*: \$150,000.00

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: _____
(Signature of Consultant/Contractor Representative)

[Handwritten Signature]
Project Manager
Title

Recommended by: _____
(Signature of Appropriate CFX Director/Manager)

Date: 11/3/18

Approved by: _____
(Signature of Appropriate Services Chief)

Date: 11/4/18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: HDR/ICA Date: July 1, 2017

CFX Contract Name: SR 429/SR 414 Roadway and Bridge Maintenance CFX Contract No.: 001152

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: Blurock LLC

Address: 14205 Lost Lake Rd. Clermont, FL. 34711

Phone No.: 407-921-8605

Federal Employee ID No.: 82-2009471

Description of Services to Be Sublet: Slope Mowing

Estimated Beginning Date of Sublet Services: July 1, 2017

Estimated Completion Date of Sublet Services: June 30, 2022

Estimated Value of Sublet Services*: \$1,000,000.00

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: 

(Signature of Consultant/Contractor Representative)

Project Manager
Title

Recommended by: 
(Signature of Appropriate CFX Director/Manager)

Date: 1/3/18

Approved by: 
(Signature of Appropriate Services Chief)

Date: 1/4/18

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: December 20, 2017

SUBJECT: Approval of Purchase Order to SHI International Corporation for Cherwell
Software Management Hosted Services
Project No. 599-533


Board approval is requested to issue a Purchase Order to SHI International Corp. in the amount of \$141,300.00 for services and licensing. This will be a cooperative (piggyback) procurement based on the current NASPO ValuePoint - Software VAR ADSP016-130651 contract, which will allow us to take advantage of the competitive rate already negotiated by the National Association of State Procurement Officials (NASPO).

Cherwell Software will provide CFX with a cloud-hosted Information Technology Service Management (ITSM) solution that will allow CFX to automate processes and work-flows based on Information Technology Infrastructure Library (ITIL) industry best practices.

This purchase is included in the Five-Year Work Plan.

Reviewed by: 

Jim Greer
Director of IT





Pricing Proposal
 Quotation #: 14560866
 Created On: 12/11/2017
 Valid Until: 2/1/2018

Central Florida Expressway Authority

Inside Account Manager

Nancy Ippolito

FL
 United States
 Phone: 407-690-5114
 Fax:
 Email: nancy.ippolito@cfxway.com

Bret Santucci

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 800-543-0432
 Fax: 732-868-6055
 Email: Bret_Santucci@shii.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Cherwell Service Management (CSM) License, Concurrent, Hosted, Annual Subscription, 1 year term Cherwell - Part#: 132-32 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 43230000-NASPO-16-ACS-Software VAR Note: Year 1	20	\$1,380.00	\$27,600.00
2	Cherwell Service Management (CSM) License, Concurrent, Hosted, Annual Subscription, 1 year term Cherwell - Part#: 132-32 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 43230000-NASPO-16-ACS-Software VAR Note: Year 2	20	\$1,380.00	\$27,600.00
3	Cherwell Service Management (CSM) License, Concurrent, Hosted, Annual Subscription, 1 year term Cherwell - Part#: 132-32 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 43230000-NASPO-16-ACS-Software VAR Note: Year 3	20	\$1,380.00	\$27,600.00
4	Cherwell delivered Professional Services, Cherwell Go! plus SAML & Change Management Process & One week onsite Cherwell - Part#: PSO-Consult-01 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 43230000-NASPO-16-ACS-Software VAR	1	\$52,500.00	\$52,500.00
5	Basic Training Package Cherwell - Part#: Train-Basic-01 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 43230000-NASPO-16-ACS-Software VAR	1	\$6,000.00	\$6,000.00
			Total	\$141,300.00

E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.
Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: December 22, 2017 *Michael*

RE: November 2017 Financial Reports

Attached please find the November 2017 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING NOVEMBER 30, 2017 AND YEAR-TO-DATE**

	FY 18 MONTH ACTUAL	FY 18 MONTH BUDGET	FY 18 YEAR-TO-DATE ACTUAL	FY 18 YEAR-TO-DATE BUDGET	FY 18 YEAR-TO-DATE VARIANCE	FY 18 YEAR-TO-DATE % VARIANCE	FY 17 - 18 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 37,050,916	\$ 34,514,350	\$ 166,889,229	\$ 173,155,260	\$ (6,266,031)	-3.6%	0.2%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	608,539	458,641	2,723,088	2,178,386	544,702	25.0%	17.3%
TRANSPONDER SALES	21,017	17,945	113,100	85,303	27,796	32.6%	28.9%
OTHER OPERATING	122,168	96,955	499,587	436,797	62,790	14.4%	3.6%
INTEREST	260,182	187,983	1,553,565	1,277,082	276,484	21.6%	-20.8%
MISCELLANEOUS	83,969	84,100	434,820	420,498	14,321	3.4%	-0.4%
TOTAL REVENUES	38,146,790	35,359,974	172,213,389	177,553,326	(5,339,937)	-3.0%	0.2%
O M & A EXPENSES							
OPERATIONS	3,919,246	5,024,190	16,548,228	19,053,785	2,505,557	13.1%	14.2%
MAINTENANCE	947,720	1,807,603	4,354,605	5,848,638	1,494,033	25.5%	27.3%
ADMINISTRATION	598,036	709,513	2,640,795	3,185,828	545,033	17.1%	5.1%
OTHER OPERATING	89,535	211,300	625,396	739,550	114,154	15.4%	-33.6%
TOTAL O M & A EXPENSES	5,554,537	7,752,606	24,169,024	28,827,801	4,658,777	16.2%	13.1%
NET REVENUES BEFORE DEBT SERVICE	32,592,253	27,607,368	148,044,365	148,725,525	(681,161)	-0.5%	-1.7%
COMBINED NET DEBT SERVICE	14,109,381	14,150,686	70,291,011	70,775,864	484,852	0.7%	-1.7%
NET REVENUES AFTER DEBT SERVICE	\$ 18,482,872	\$ 13,456,683	\$ 77,753,353	\$ 77,949,662	\$ (196,308)	-0.3%	-1.7%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2018
FOR THE MONTH ENDING NOVEMBER 30, 2017 AND YEAR-TO-DATE**

	<u>FY 2018 ACTUAL</u>	<u>FY 2018 BUDGET</u>	<u>VARIANCE</u>	<u>FY 18 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 16,548,228	\$ 19,053,785	\$ 2,505,557	13.1%
Maintenance	4,354,605	5,848,638	1,494,033	25.5%
Administration	2,640,795	3,185,828	545,033	17.1%
Other Operating	<u>625,396</u>	<u>739,550</u>	<u>114,154</u>	<u>15.4%</u>
Total O M & A	\$ 24,169,024	\$ 28,827,801	\$ 4,658,777	16.2%
 Capital Expenditures				
Operations	\$ -	\$ 133,500	133,500	100.0%
Maintenance	61,124	41,640	(19,484)	-46.8%
Administration	<u>25,500</u>	<u>46,667</u>	<u>21,167</u>	<u>45.4%</u>
Total Capital Expenditures	\$ 86,623	\$ 221,807	\$ 135,184	60.9%

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Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Five Months Ending November 30, 2017

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	211,159	214,384	3,225	1.50%
Image Review	1,566,435	1,983,656	417,221	21.03%
Special Projects	58,953	95,944	36,990	38.55%
Information Technology	1,183,541	1,509,890	326,349	21.61%
E-PASS Service Center	5,643,866	6,109,682	465,816	7.62%
Public Outreach/Education	588,373	874,448	286,075	32.71%
Subtotal CFX	<u>9,252,326</u>	<u>10,788,003</u>	<u>1,535,677</u>	<u>14.24%</u>
Plazas	7,295,902	8,399,282	1,103,380	13.14%
Subtotal Toll Facilities	<u>7,295,902</u>	<u>8,399,282</u>	<u>1,103,380</u>	<u>13.14%</u>
Total Operations Expenses	<u><u>16,548,228</u></u>	<u><u>19,187,285</u></u>	<u><u>2,639,057</u></u>	<u><u>13.75%</u></u>

Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Five Months Ending November 30, 2017

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	720,831	846,234	125,403	14.82%
Traffic Operations	734,482	1,415,348	680,866	48.11%
Routine Maintenance	2,960,417	3,628,696	668,279	18.42%
Total Maintenance Expenses	<u>4,415,729</u>	<u>5,890,278</u>	<u>1,474,549</u>	<u>25.03%</u>



**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Five Months Ending November 30, 2017**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	283,736	305,667	21,931	7.17%
Administrative Services	821,134	925,727	104,593	11.30%
Communications	208,733	294,721	85,988	29.18%
Human Resources	75,930	82,108	6,178	7.52%
Supplier Diversity	83,443	113,480	30,036	26.47%
Accounting	547,721	640,838	93,117	14.53%
Records Management	100,931	150,454	49,523	32.92%
Construction Administration	17,225	29,239	12,013	41.09%
Procurement	186,097	189,556	3,459	1.82%
Legal	219,043	294,837	75,795	25.71%
Internal Audit	83,757	168,192	84,436	50.20%
525 Magnolia	10,357	10,652	295	2.77%
Plans Production	28,188	27,025	(1,163)	-4.30%
Grand Total Expenses	2,666,295	3,232,495	566,201	17.52%

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING NOVEMBER 30, 2017 AND YEAR-TO-DATE**

	<u>FY 18 YEAR-TO-DATE ACTUAL</u>	<u>FY 18 YEAR-TO-DATE BUDGET</u>	<u>FY 18 YEAR-TO-DATE VARIANCE</u>	<u>FY 17 YEAR-TO-DATE ACTUAL</u>	<u>FY 17 YEAR-TO-DATE BUDGET</u>	<u>FY 17 YEAR-TO-DATE VARIANCE</u>	<u>YEAR-TO-DATE VARIANCE COMPARISON</u>
REVENUES							
TOLLS	\$ 166,889,229	\$ 173,155,260	\$ (6,266,031)	\$ 166,634,299	\$ 156,557,461	\$ 10,076,838	\$ (16,342,869)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	2,723,088	2,178,386	544,702	2,322,198	2,179,826	142,372	402,330
TRANSPONDER SALES	113,100	85,303	27,796	87,770	203,653	(115,883)	143,679
OTHER OPERATING	499,587	436,797	62,790	482,062	501,732	(19,670)	82,460
INTEREST	1,553,565	1,277,082	276,484	1,962,361	1,276,061	686,300	(409,816)
MISCELLANEOUS	434,820	420,498	14,321	436,631	425,689	10,942	3,379
TOTAL REVENUES	172,213,389	177,553,326	(5,339,937)	171,925,321	161,144,422	10,780,899	(16,120,836)
O M & A EXPENSES							
OPERATIONS	16,548,228	19,053,785	2,505,557	14,488,218	16,061,702	1,573,484	932,073
MAINTENANCE	4,354,605	5,848,638	1,494,033	3,421,261	4,602,413	1,181,152	312,881
ADMINISTRATION	2,640,795	3,185,828	545,033	2,511,522	2,845,788	334,266	210,767
OTHER OPERATING	625,396	739,550	114,154	942,293	1,239,179	296,886	(182,732)
TOTAL O M & A EXPENSES	24,169,024	28,827,801	4,658,777	21,363,294	24,749,082	3,385,788	1,272,989
NET REVENUES BEFORE DEBT SERVICE	148,044,365	148,725,525	(681,161)	150,562,027	136,395,340	14,166,687	(14,847,848)
COMBINED NET DEBT SERVICE	70,291,011	70,775,864	484,852	71,499,015	71,987,086	(488,071)	972,923
NET REVENUES AFTER DEBT SERVICE	<u>\$ 77,753,353</u>	<u>\$ 77,949,662</u>	<u>\$ (196,308)</u>	<u>\$ 79,063,012</u>	<u>\$ 64,408,254</u>	<u>\$ 14,654,758</u>	<u>\$ (14,851,066)</u>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING NOVEMBER 30, 2017 AND YEAR-TO-DATE**

	FY 18 MONTH ACTUAL	FY 17 MONTH ACTUAL	FY 17 - 18 SAME MONTH COMPARISON	FY 18 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE ACTUAL	FY 17 - 18 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 37,050,916	\$ 34,295,152	\$ 2,755,764	\$ 166,889,229	\$ 166,634,299	\$ 254,930
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	608,539	501,449	107,090	2,723,088	2,322,198	400,890
TRANSPONDER SALES	21,017	18,220	2,797	113,100	87,770	25,330
OTHER OPERATING	122,168	104,444	17,724	499,587	482,062	17,525
INTEREST	260,182	272,630	(12,448)	1,553,565	1,962,361	(408,796)
MISCELLANEOUS	83,969	84,879	(910)	434,820	436,631	(1,811)
TOTAL REVENUES	38,146,790	35,276,774	2,870,016	172,213,389	171,925,321	288,068
O M & A EXPENSES						
OPERATIONS	3,919,246	3,292,849	626,397	16,548,228	14,488,218	2,060,010
MAINTENANCE	947,720	1,285,300	(337,580)	4,354,605	3,421,261	933,344
ADMINISTRATION	598,036	514,365	83,671	2,640,795	2,511,522	129,273
OTHER OPERATING	89,535	112,060	(22,525)	625,396	942,293	(316,897)
TOTAL O M & A EXPENSES	5,554,537	5,204,574	349,963	24,169,024	21,363,294	2,805,730
NET REVENUES BEFORE DEBT SERVICE	32,592,253	30,072,200	2,520,053	148,044,365	150,562,027	(2,517,662)
COMBINED NET DEBT SERVICE	14,109,381	14,245,956	(136,575)	70,291,011	71,499,015	(1,208,004)
NET REVENUES AFTER DEBT SERVICE	<u>\$ 18,482,872</u>	<u>\$ 15,826,244</u>	<u>\$ 2,656,628</u>	<u>\$ 77,753,353</u>	<u>\$ 79,063,012</u>	<u>\$ (1,309,659)</u>

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E.3.
Executive Director's
Report

**Executive Director Report
January, 2018**

NOVEMBER 2017 DASHBOARD

Call Center wait times averaged 1 minute, 41 seconds in November. Daily call volumes are trending to historically high levels due to consistently higher traffic volumes. The Call Center is hiring more staff and researching wage rates in the Central Florida market to keep Customer Service Representative pay competitive. These actions will enable CFX to drive call wait times to under 60 seconds in the near future.

TRANSPORTATION PROJECT COORDINATION

Osceola Parkway Extension & Split Oak Preserve

On November 30, 2017 CFX hosted a meeting of environmental advocates to discuss a proposal that was presented to CFX during Osceola Parkway Extension stakeholder meetings. The land compensation proposal would put additional land in preservation in exchange for the Osceola Parkway Extension Alternative 4A impacts to Split Oak Preserve.

On December 15th, staff joined environmental advocates for a tour of the land being proposed for preservation. A drone video to showcase land that could not be accessed by vehicle was requested and provided to the group on January 5, 2018. A follow up meeting was held on January 9, 2018 to review elements of the proposal.

Innovation Way Interchange Ribbon Cutting

The ribbon cutting ceremony for opening SR 528 Innovation Way/Sunbridge Interchange will be held on March 9, 2018. More details will be provided at the February board meeting.

Wekiva Parkway Grand Opening

The grand opening of the Wekiva Parkway from Kelly Park Road Interchange to SR 46 will be celebrated on Saturday, March 31, 2018. The celebration will include a 5K run/walk and the creation of a Wekiva Parkway time capsule to commemorate the balance of progress and environmental preservation that the Wekiva Parkway represents.

TRANSPORTATION PARTNERSHIPS

Emergency Response Exercise

CFX is working with LYNX and other transportation partners, in collaboration with central Florida counties, cities, law enforcement and first responders to participate in an emergency response exercise in March, 2018.

Construction Zone Safety Campaign

CFX is launching its construction zone safety campaign this month in partnership with the Florida Highway Patrol. Public messages will focus on education, engineering and enforcement throughout 2018.

COMMUNITY OUTREACH

PRESENTATIONS

- December 20: Avalon Park Rotary Club
- December 28: Rotary Club of Orange County East

MEETINGS

- December 13: MetroPlan Orlando Board of Directors
- December 13: Lake Sumter MPO
- December 14: Space Coast TPO
- December 18: Meeting with Mary-Alice Fish, Habitat Greater Orlando
- December 20: GOAA Board of Directors
- December 20: I-4 Ultimate PIC Coordination Meeting
- January 3: I-4 Ultimate PIC Coordination Meeting
- January 9: Osceola County Expressway Authority

EVENTS

- December 13: OBJ 40 Under 40
- December 15 - 22: KnightPass Promo: Light Up UCF

CUSTOMER SERVICE

	Activity		Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center: East	7,019	7,982	2:17	<5m
Service Center: West	3,065	3,201	2:00	<5m

SERVICE CENTER: MINUTE INTERVALS <5 5-6 6-7 7-8 8-9 9+

	Activity	6 mo. Avg	Wait Time	Target
Call Center	80,315	76,872	1:41	1-2m

CALL CENTER: % MINUTE INTERVALS <1 1-2 2-3 3-4 4-5 5+



AVERAGE SPEED: PEAK DIRECTION

	mph	AM Peak (6-9) Avg mph	PM Peak (4-7) Avg mph
SR 408 W. SR 50 to E. SR 50	55-65	51	51
SR 417 Int'l Dr. to Seminole Co. Line	55-70	67	61
SR 528 Sand Lake Rd. to SR 520	70	64	61
SR 429 Seidel Rd. to SR 414	70	65	66
SR 451 SR 429 to US 441	65	62	65
SR 414 US 441 to US 441	65	62	63

LEGEND: <10 11-20 >/= 21

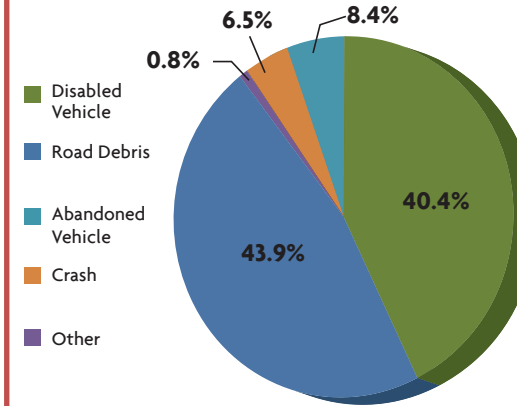
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange (Phase II)	\$63.7	\$5.5	9%	10%	
SR 429 Systems Interchange	\$82.3	\$71.0	87%	91%	
SR 408 Widening from SR 417 to Alafaya Trail	\$76.3	\$1.7	2%	4%	
SR 453, Lake County Line to SR 46	\$49.7	\$46.0	95%	92%	
SR 528/Innovation Way Interchange	\$62.4	\$54.4	87%	81%	
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.7	\$30.9	80%	85%	

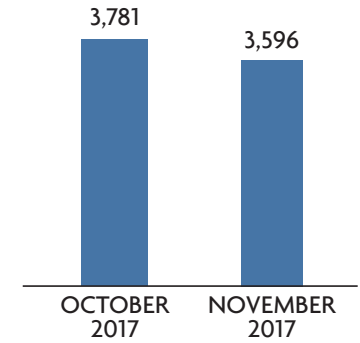
LEGEND: Spent vs. Time <10 11-20 >/= 21

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



2015 FATALITIES

1.13	Nationwide: Arterials, Limited Access, Toll Roads
0.26	FDOT: Urban Toll Roads
0.20	CFX: Toll Roads Urban Only

Per 100 Million Vehicles Miles Traveled
2010-2015 – 5 Year Average

WRONG WAY DRIVING (WWD)

Period Covered	Vehicles Detected	Documented Turn Arouns
Nov. 2017	13	12

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$172.2	\$177.6	-3%
OM&A Expenses	\$24.2	\$28.8	16%
Net Revenue	\$77.8	\$77.9	-0.3%

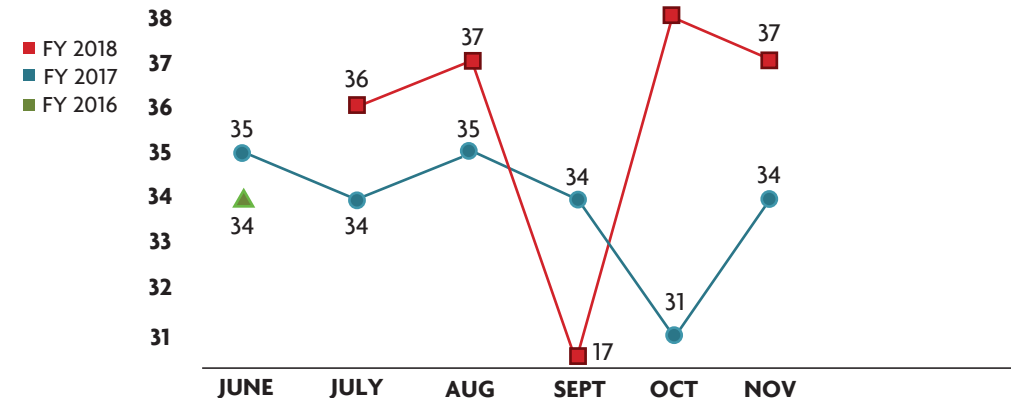
LEGEND: >/= 0 -0.1 to -10 </=-10

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.22	2.23
Subordinate Lien	2.12	2.12

LEGEND: >1.45 1.21 to 1.44 </=1.2

TOTAL TRANSACTIONS ON CFX SYSTEM* (millions)



*All plazas had tolls suspended in Sept. due to Hurricane Irma from 9/5/17 until 9/21/17.

F. 1.

THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM

F. 2.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire slide is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Work Zone Safety Campaign

**Angela Melton, Manager of Communications
— January 2018 —**

Current Situation: Road Construction in CFX region

CFX has more than 50 centerline miles under construction in FY2018



Keeping Our Community Safe is a CFX Priority



VISION

To provide the region with a **world-class**, integrated mobility network that drives economic prosperity and **quality of life**.

STRATEGIC PLAN PRIORITIES

- Build a customer-driven organization
- Deliver a world-class mobility network
- Deliver financially sound practices
- Focus on community and social responsibility**
- Deliver on core values

Work Zone Safety Campaign Approach



CFX will utilize the “Triple E” framework to achieve traffic safety goals including:

- ▶ Education
- ▶ Engineering
- ▶ Enforcement

Work Zone Safety Campaign Approach: *Engineering & Enforcement*

ENGINEERING



ENFORCEMENT



Work Zone Safety Campaign Approach: *Education*

Campaign Focus: The Worker

ON AVERAGE
**A WORK ZONE
CRASH OCCURS
EVERY 5.4
MINUTES**

SLOW DOWN
IT'S MORE THAN POLITE, IT'S A LIFE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
HIGHWAY PATROL

Work zone crashes are **avoidable**

WORK ZONE SAFETY TIPS
brought to you by the Central Florida Expressway Authority

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

WHAT CAN YOU DO?

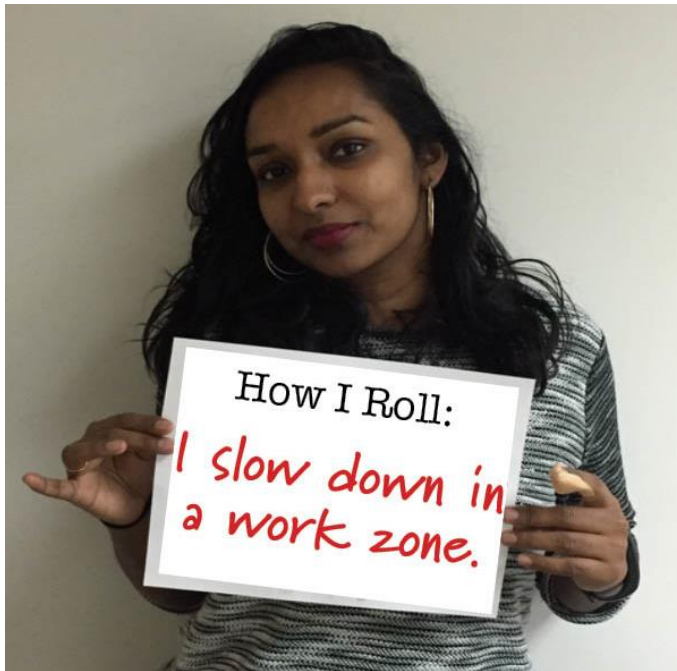
- **Slow down**
- Be aware of driving conditions
- Stay off smartphones and other electronic devices

DON'T TAILGATE.
Follow the 2-4 second rule to maintain a safe following distance. Rear-end crashes are the most common type of work zone crash.

SPEEDING IS A FACTOR IN 28% OF FATAL CRASHES IN WORK ZONES.
*2015, Federal Highway Administration

Work Zone Safety Campaign Approach: *Education*

Campaign Focus: The Driver



Work Zone Safety Campaign: FY2018 Communication Plan

Q2: October - December

Q3: January - March

Q4: April - June

Worker Focus

- In-Lane Handouts
- Social Media
- Digital Communications

Driver Focus

- Social Media
- Digital Communications
- Billboard
- Events
- Community Presentations

Worker & Driver Focus

- Earned Media
- High Visibility Enforcement in partnership with FHP
- Radio PSAs
- Billboard
- Video
- Community Pubs

Key Dates

National Work Zone Awareness Week: April 9-13, 2018

National Youth Traffic Safety Month: May 2018

National Safety Month: June 2018

Thank you.

