

RIGHT OF WAY COMMITTEE

Agenda

January 24, 2018

1. **CALL TO ORDER**

2. **PUBLIC COMMENT**

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

3. **APPROVAL OF MINUTES**

Requesting approval of the December 13, 2017 minutes. **Action Item.**

4. **S.R. 429 WEKIVA PARKWAY PROJECT 429-204, PARCEL 250**

TENANT: RENE'S GREENHOUSE, LLC

– Linda Brehmer Lanosa, CFX

Requesting the Committee's recommendation for Board approval of the Proposed Settlement Agreement as to Supplemental Attorney's Fees. **Action Item.**

5. **S.R. 429 WEKIVA PARKWAY PROJECT 429-202, PARCELS 112 (A & B), 712**

OWNERS: ROBERT AND CYNTHIA HENDERSON

– Linda Brehmer Lanosa, CFX

Requesting the Committee's recommendation for Board approval of the proposed Settlement Agreement as to Expert Fees and Costs. **Action Item.**

6. **S.R. 429 WEKIVA PARKWAY PROJECT 429-203, PARCEL 218**

OWNERS: DONALD AND ANNETTE EMERY

– Linda Brehmer Lanosa, CFX

Requesting the Committee's recommendation for Board approval of the proposed All-inclusive Settlement. **Action Item**

7. **OSCEOLA PARKWAY REIMBURSEMENT AGREEMENT**

– Joseph L. Passiatore, CFX

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

8. **REQUEST FOR PROPOSALS, RIGHT OF WAY COUNSEL SERVICES, CONTRACT 001363**

– Joseph L. Passiatore, CFX

Informational Item

RIGHT OF WAY COMMITTEE

Agenda

January 24, 2018

9. OTHER BUSINESS

10. ADJOURNMENT

This meeting is open to the public.

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Right of Way Committee Meeting
December 13, 2017

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

Committee Members Present:

Laurie Botts, City of Orlando Representative, Committee Chairman
Paul Sladek, Orange County Representative
Frank Raymond, Osceola County Representative
Neil Newton, Seminole County Representative Alternative for Jean Jreij, Seminole County Representative
John Denninghoff, Brevard County Representative
Brian Sheahan, Lake County Representative

Committee Members Not Present:

Brendon Dedekind, Citizen Representative
Jean Jreij, Seminole County Representative
Christopher Murvin, Citizen Representative

CFX Staff Present at Dais:

Joseph L. Passiatore, General Counsel
Laura Kelley, Executive Director
Linda S. Brehmer Lanosa, Deputy General Counsel
Mala Iley, Recording Secretary

Item 1: CALL TO ORDER

The meeting was called to order at 2:03 p.m. by Chairman Botts.

Item 2: PUBLIC COMMENT

There was no public comment.

Ms. Botts introduced the newly appointed Brevard County representative, Mr. John Dennighoff.

Mr. Dennighoff provided a brief biography of himself.

Item 3: **APPROVAL OF MINUTES**

A motion was made by Mr. Raymond and seconded by Mr. Sladek to approve the October 25, 2017 Right of Way Committee meeting minutes as presented.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

Item 4: **S.R. 429 (SUMMER LAKE-GRAVE GROVES) WEKIVA PARKWAY PROJECT
(PROJECT 429-206) PARCELS 311/811**

Mr. David Shontz, Esquire, of Shutts & Bowen is requesting the Committee's recommendation for Board approval of the Proposed Settlement of Parcels 311/811 in the amount of \$1,995,000.00, plus statutory attorney's fees of \$303,849.80, attorneys' litigation costs of \$3,351.82, and experts' fees and costs of \$212,859.67 in full settlement of all claims for compensation in the acquisition of Parcels 311/811.

Mr. Shontz detailed the history of the parcels. Mr. Carpenter valued the property at \$825,750, as the owner's appraisers valued the property at \$3,238,900. The Right of Way Committee approved an Offer of Judgment in the amount of \$1, 805,00.00, plus statutory attorney's fees, which was tendered to the owner in or around August 2017.

Discussion ensued.

After extensive discovery, the Parties, were able to reached a resolution for \$1,995,000.00, plus statutory attorney's fees of \$303,849.80, the owners and attorney's litigation costs of \$3,351.82 and expert fees total \$212,859.67. Mr. Shontz was able to resolve five of the seven expert fees with a reduction of \$26,000 in expert fees.. The remaining two experts' fees from Juris and Lakemont, have not been resolved.

Mr. Shontz clarified that the experts' fees have been reduced to \$186,638.73, **not** the \$212,859.67.

Mr. Passiatore agreed with Chairman Botts that a not-to-exceed number would be appropriate with authorization to counsel to negotiate the two remaining fees.

A motion was made by Mr. Raymond and seconded by Mr. Sladek to recommend to the Board approval of the Proposed Settlement of Parcels 311/811 in the amount of \$1,995,000.00, plus statutory attorney's fees of \$303,849.80, attorneys' litigation costs of \$3,351.82, and experts' fees and costs not to exceed \$186,638.73 with authorization to counsel to negotiate the two remaining fees. This will be full settlement of all claims for compensation in the acquisition of Parcels 311/811.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

**Item 5: S.R. 453 (SECO) WEKIVA PARKWAY PROJECT (PROJECT 429-206)
PARCEL 330 PARTS A, B and C, PARCEL 730, PARCEL 731A AND B; PARCEL 335; and
PARCEL 336**

Mr. Shontz is requesting the Committee's recommendation for Board approval of the Proposed Settlement Agreement regarding Utility Easements with Sumter Electric Cooperative, Inc. ("SECO").

Mr. Shontz explained that SECO owns utility easements over all three of the parcels.

It is reasonable and in the best interest for CFX to resolve this matter claim for the sum of \$1,000 for all three easements plus \$5,000 for attorney's fees and no expert's fees for a total of \$6,000.

A motion was made by Mr. Sheahan and seconded by Mr. Newton to recommend to the Board approval of the proposed total settlement of \$6,000.00 of all claims for compensation related to the three easements.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

**Item 6: S.R. 429 (LEE) WEKIVA PARKWAY PROJECT (PROJECTS 429-205) (PROJECTS
429-205) Parcel 890**

Mr. Shontz, is recommending and requesting the Committee's recommendation for Board approval of a proposed mediated settlement agreement with Jung Lee and Rai Sevn Kim (the "Owners").

Mr. Shontz detailed the history of the Parcels.

Kurt Bauerle, Esquire, represents the Owners and did not prepare a formal appraisal of the property in effort to mediate the case without incurring significant expert fees.

Chad Durrance of Durrance & Associates appraised the property on behalf of the Central Florida Expressway Authority at \$51,400.

Mr. Bauerle argued the total compensation due to the Owners was \$372,400 based upon severance damages at 40%. He referenced CFX's damage studies reporting, impacts to residential properties ranging from 0 to 59%.

The parties reached a proposed all-inclusive settlement in the amount of \$171,400 including attorney's fees, experts' fees and apportionment claims for this parcel plus parcels 287/887 and 289.

A motion was made by Mr. Sladek and seconded by Mr. Raymond to recommend to the Board approval of the Proposed Mediated Settlement Agreement in the amount of \$171,400.00 in full settlement of all claims for compensation in the acquisition of Parcel 890, any interest in Parcel 287/887 and Parcel 289, and all attorney's fees and experts' fees and cost.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

Item 7: 429 (LANDON, MOREE & ASSOCIATES, INC.) WEKIVA PARKWAY PROJECT (Projects 429-203, 429-204, 429-205, and 429-206)

Mr. Shontz, is recommending and requesting the Committee's recommendation for Board approval of a proposed Modification to the Second Agreement for Engineering Expert Witness Consulting Services by Landon, Moree & Associates, Inc. "(LMA)" to perform engineering expert consulting services. This will allow LMA to continue to provide engineering services and litigation and trial support services, including testifying at trial for approximately one parcel. The Second Agreement was previously approved by the Board at its November 9, 2017 meeting.

Mr. Shontz provided clarification for the modification as it was discovered at the execution of the Second Agreement there was missing hourly information for LMA's Project Manager at \$145.00 per hour and a CAD Technician at \$105.00 per hour. These are the only changes being made to the previously approved agreement. All other terms of the agreement remain the same as previously recommended by the Right of Way Committee and approved by the Board.

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

A motion was made by Mr. Sheehan seconded by Mr. Newton to recommend to the Board approval of the Addendum to the Second Agreement for Engineering Expert Consulting Services by Landon, Moree & Associates in the amount of \$50,000.00.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

Item 8: S.R. 429 (EVERLY) WEKIVA PARKWAY PROJECT (PROJECT 429-204) Parcel 242

Ms. Botts advised the Committee that Item 8 and Item 9 would be combined as they relate to the same.

Item 9: S.R. 429 (EVERLY) WEKIVA PARKWAY PROJECT (PROJECT 429-204) Parcel 242

Ms. Brehmer Lanosa presented this item in Ms. Suzanne M. Driscoll's absence. She provided the Committee with a PowerPoint presentation as to the description and background of the parcel.

This 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. The parties took a number of depositions, reviewed extensive discovery and reached a settlement in the amount of \$795,000.00.

Following negotiations, the parties reached a resolution on all of the Respondents' expert fees and costs, and litigation expenses with the exception of Juris Corporation.

Discussion ensued.

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of 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.

A motion was made by Mr. Sladek and seconded by Mr. Sheahan to recommend to the Board approval of a proposed negotiated settlement between the Respondents and CFX in the amount of \$795,000.00 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 \$112,775.00, \$122,150.00 in expert fees and cost plus \$1,985.61 for all Respondents' litigation costs, exclusive of the fees and cost associated with the invoices from Juris Corporation.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

Item 10: S.R. 429 (HATCHER) WEKIVA PARKWAY PROJECT (PROJECT 429-202) Parcel 113 (Parts A & B) & 713

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of the payment of reasonable expert fees and costs as to Parcel 113 (Parts A & B) and 713 in the amount of \$198,976.37

She provided the Committee with a PowerPoint presentation as to the description and background of the parcel. This case was tried before a 12-person jury trial in April 2016. An Offer of Judgment was served in the amount of \$200,000, but the jury verdict was just over that amount.

Discussion ensued.

This resolves all remaining 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.

A motion was made by Mr. Raymond and seconded by Mr. Sladek to recommend to the Board approval of the Payment of expert fees and costs as to Parcels 113 (Part A & B) and 713 in the amount of \$198,976.37.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

Item 11: OTHER BUSINESS

Ms. Botts advised the Committee that the items that passed on today's Right of Way agenda would be before the Board on the January 11, 2018 Board meeting.

Mr. Passiatore advised the Committee there is a Request for Proposals for Right of Way Counsel as Shutts & Bowen's contract is expiring in February 2018. Chairman Botts, Linda Brehmer Lanosa, Joe Passiatore and Glenn Pressimone will be serving on the Evaluation Committee. Once the Evaluation Committee has made its recommendation, it will advise the Right of Way Committee.

Mr. Sladek disclosed that prior to his employment with Orange County he was employed with Shutts & Bowen and will abstain from voting if Shutts & Bowen is awarded the new Right of Way Counsel contract.

Item 12: ADJOURNMENT

Chairman Botts adjourned the meeting at approximately 2:53 p.m.

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.



M E M O R A N D U M

TO: Central Florida Expressway Authority, CLIENT-MATTER NO.: 19125.0146
Right-of-Way Committee Members

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

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

DATE: January 4, 2018

RE: **State Road 429 Wekiva Parkway, Project 429-204, DOT 5/22/15:**
CFX v. Odis and Polly Dover, et al. Case No.: 2015-CA002136-O (P. 250)

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee to settle the supplemental attorneys' fees and costs incurred by the tenant Respondent, Rene's Greenhouse ("Respondent"), in the above referenced matter.

BACKGROUND

The above referenced Respondent was a tenant operating a nursery business on the subject property and, accordingly, was named as a Defendant in the lawsuit. The Respondent retained Counsel, Tom Callan, Esquire, to represent its interests in the proceedings. That representation included filing an Answer to the Petition and various motions including a Motion for Extended Possession and one for an apportionment of the proceeds awarded for the taking of Parcel 250. Ultimately, the Respondent accepted a fixed payment in lieu of move costs and relinquished its claim to an apportionment of the award paid for the acquisition of the parcel. Subsequently, Counsel for Respondent, submitted to Counsel for CFX a detailed statement for his legal services. A copy of the invoice from Callan Law Firm, PA is attached as Exhibit "A" to this Memorandum. Following negotiations, the parties were able to reach resolution of the Respondent's attorneys' fees and costs subject to final approval by the CFX Right-of-Way Committee and Board. Respondent incurred no expert's fees or other costs. A copy of the Settlement Agreement as to Supplemental Attorney's Fees and Costs is attached as Exhibit "B" to this Memorandum.

ATTORNEY'S FEES

The invoice from Callan Law Firm, PA, details 24.90 hours of time devoted to the defense of the Respondent in this matter for a total of \$10,264.50. Based upon the basic and uncomplicated nature of the work detailed, it is the opinion of the Right of Way Counsel that the time is excessive and the work could easily have been completed in 8 hours or less.

RECOMMENDATION

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel relative to attorney's fees and prior settlements, I recommend approval of Respondent's attorney's fees and costs in the total sum of \$2,000.00. This settlement resolves all claims of any nature of the Respondent. In addition, it eliminates the additional attorneys' fees that CFX would be obligated to pay if this matter was to proceed to a fee hearing. Accordingly, we respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the settlement of all the outstanding attorney's fees and costs for the above referenced Respondent in the amount of \$2,000.00.

ATTACHMENTS

Exhibit "A" – Callan Law Firm, PA, invoice

Exhibit "B" - Settlement Agreement as to Supplemental Attorneys' Fees and Costs

EXHIBIT "A"

Callan Law Firm, P.A.

921 Bradshaw Terrace
Orlando, FL 32806

Ph:407-426-9141

Fax:407-426-0567

Rene Lozano
P.O. Box 268
Zellwood, Florida
32798 **use this address when mailing correspondence**

October 27, 2017

Attention:

File #: Lozano-1007
Inv #: 1870

RE:

| DATE | DESCRIPTION | HOURS | AMOUNT | LAWYER |
|-----------|--|-------|--------|--------|
| Mar-06-15 | Reviewed Complaint of Eminent Domain | 0.50 | 212.50 | TPC |
| | Reviewed Declaration of Taking and Estimate of Value | 0.50 | 212.50 | TPC |
| Mar-09-15 | Reviewed Notice of Lis Pendens | 0.50 | 212.50 | TPC |
| Mar-10-15 | Reviewed Order Regulating Service of Pleadings and Papers | 0.30 | 127.50 | TPC |
| Mar-25-15 | Reviewed Answer to Petition in Eminent Domain | 0.50 | 212.50 | TPC |
| | Reviewed Motion for Apportionment and Disbursement of Funds | 0.50 | 212.50 | TPC |
| | Reviewed Cross-Notice of Hearing | 0.30 | 127.50 | TPC |
| Mar-26-15 | Reviewed Motion for Payment of Taxes, and Cross-Notice of Hearing. | 0.50 | 212.50 | TPC |
| Apr-10-15 | Drafted and efiled Respondent's Answer to Petition, Defenses and Request for Hearing | 1.50 | 637.50 | TPC |
| | Drafted and efiled Respondent's Motion for Extended Right of Possession | 1.00 | 425.00 | TPC |
| Apr-15-15 | spoke with D Shontz RE stipulating to extended possession | 0.20 | 33.00 | BSG |

| | | | | |
|-----------|--|------|----------|-----|
| May-05-15 | Review Affidavit of Service- Rene's Greenhouse | 0.30 | 127.50 | TPC |
| May-08-15 | Review Petitioner's Notice of Service of Stip OT as to Parcel 250 | 0.30 | 127.50 | TPC |
| | Reviewed Order of Taking | 0.30 | 127.50 | TPC |
| May-20-15 | TPC visit to property with client | 2.00 | 850.00 | TPC |
| Jul-08-15 | TPC visit to property with client | 2.00 | 850.00 | TPC |
| Jul-13-15 | staff meeting | 0.20 | 33.00 | BSG |
| Sep-28-15 | TPC visit to property with client | 2.00 | 850.00 | TPC |
| Nov-30-15 | TPC visit to property with client | 2.00 | 850.00 | TPC |
| Oct-03-16 | Reviewed Petitioner's Notice for Jury Trial and Request for Case Management Conference | 0.50 | 212.50 | TPC |
| Oct-25-16 | Reviewed Order Setting Status Hearing to Determine Date of Trial and/or Need for Case Management Conference | 0.30 | 127.50 | TPC |
| Nov-03-16 | Reviewed Order Setting Case for Jury Trial, Pre-Trial Conference and Setting Case Management deadlines for Eminent Domain Case | 0.50 | 212.50 | TPC |
| Jan-18-17 | Conference call with Linda Lanosa and David Shontz | 0.50 | 212.50 | TPC |
| Mar-10-17 | Reviewed Final Judgment by Default Entered against Respondent | 0.30 | 127.50 | TPC |
| May-15-17 | Reveiwed Amendment to Uniform Order Setting Case for Jury Trial Parcel 250 | 0.30 | 135.00 | TPC |
| May-18-17 | Joint Motion for Stipulated Final Judgment | 1.00 | 450.00 | TPC |
| Jun-14-17 | Drafted response to Request for Relief | 4.20 | 1,890.00 | TPC |
| | Drafted Motion to Tax Fees and Costs and Drafted apportionment motion | 1.40 | 231.00 | PLR |

Invoice #: 1870

Page 3

October 27, 2017

| | | | | |
|-----------|--|------|--------|-----|
| Jul-20-17 | TC with s. Driscoll re Motion for Apportionment and Fees and Costs | 0.50 | 225.00 | TPC |
|-----------|--|------|--------|-----|

| | | |
|--------|-------|--------------------|
| Totals | 24.90 | <u>\$10,264.50</u> |
|--------|-------|--------------------|

| | | |
|--------------------------------------|--|---------------------------|
| Total Fee & Disbursements | | <u>\$10,264.50</u> |
|--------------------------------------|--|---------------------------|

| | | |
|------------------------|--|---------------------------|
| Balance Now Due | | <u>\$10,264.50</u> |
|------------------------|--|---------------------------|

TAX ID Number 59-3482560

EXHIBIT "B"

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

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

Petitioner,

v.

CASE NO.: 2015-CA-002136-O

ODIS DOVER, et al.,

Parcel 250 (Rene's Greenhouse, LLC)

Respondents.

Division 39

**SETTLEMENT AGREEMENT AS TO SUPPLEMENTAL ATTORNEYS' FEES AND
COSTS**

Through informal discussion between counsel for the CENTRAL FLORIDA EXPRESSWAY AUTHORITY and Respondent, RENE'S GREENHOUSE, LLC ("Rene's Greenhouse"), the parties reached the following Settlement Agreement as to supplemental attorneys' fees and costs for Parcel 250.

1. For reference purposes, the above-listed Respondent submitted the following invoice:

a. Callan Law Firm, P.A. Invoice in the amount of \$10,264.50 for Rene's Greenhouse (Parcel 250);

2. Petitioner will pay to Respondent's attorneys, the Callan Law Firm, P.A., the sum of TWO THOUSAND AND 00/100 Dollars (\$2,000.00) in full settlement and satisfaction of all supplemental attorneys' fees pursuant to Section 73.092(2), Florida Statutes for Parcels 250.

3. This Settlement Agreement will be placed on the agenda for the next available Central Florida Expressway Authority Right of Way Committee Meeting and, if approval is recommended, on the following agenda for the Central Florida Expressway Authority Board Meeting. This Settlement Agreement is conditioned upon final approval by the ROW Committee and then the CFX Board.

4. Counsel for Petitioner and Respondent will jointly submit to the Court mutually approved Order Awarding Supplemental Attorneys' Fees and Costs containing the terms and conditions of this Settlement Agreement within 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 Settlement Agreement, if approved by the CFX Board, resolves all supplemental attorneys' fees and costs incurred by Respondent for Parcel 250. Respondent Rene's Greenhouse LLC (P. 250) shall make no further claims of any nature against CFX in connection with the taking of this parcel.

7. This Settlement Agreement, executed by counsel for the parties on this 29 day of NOVEMBER 2017, contains all the agreements of the parties.



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



Thomas P. Callan, Esq.
Counsel for Respondents,
Rene's Greenhouse, LLC
American Finance, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel



DATE: January 10, 2018

SUBJECT: *Central Florida Expressway Authority v. Cynthia J. and Robert S. Henderson, as Trustees, et al.*, Case No. 2013-CA-014398-O, Parcels 112 (Parts A & B), 712 Location: 1430 Plymouth Sorrento Road, Apopka, Florida
Size of Parent Tract: 14.076 acres
Size of Taking: 7.648 acres plus a 1,090 sf temporary construction easement
Project: 429-202, Date of Taking: February 19, 2014

PROPERTY DESCRIPTION

The subject property is owned by Robert and Cynthia Henderson. It is a triangular flag lot located on Plymouth Sorrento Road in unincorporated Orange County. The parent tract contained 14.075 acres of land area. CFX acquired 7.648 acres leaving a 6.4-acre remainder. David Hall with Bullard, Hall & Adams, estimated full compensation for the property taken at \$395,500. The property owners' appraiser, Richard Dreggors with Calhoun, Dreggors, & Associates, valued the property taken at \$1,077,729, including a special damage claim and an additional cost to cure.

PROCEDURAL HISTORY

The case was set for trial on the June 5, 2017 trial docket. Just before the commencement of trial, the parties were able to resolve full compensation at \$750,000, which settlement was approved by this Committee and the CFX Board. Due to scheduling constraints, the owners' expert fees and costs were not be resolved as part of full compensation.

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 \$272,909.52 and law firm costs total \$25,285.87 as described in the table below and the spreadsheet and invoices attached as **Composite Exhibit A**.

After numerous discussions with counsel for the property owners and the experts, the parties have resolved all but three of the expert fees as outlined in the table below and as memorialized in the Settlement Agreement attached as **Exhibit B**.

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

Project: 429-202, Parcels 112 (Parts A & B) and 712
 Owners: Robert and Cynthia Henderson

| EXPERTS / CONSULTANTS / CONTRACTORS | INVOICED AMOUNT | SETTLEMENT AMOUNT |
|--|------------------------|--------------------------|
| Calhoun, Dreggors & Associates | \$67,594.00 | \$58,000.00 |
| Vanassee Hangen Brustlin, Inc. | 38,977.39 | 31,200.00 |
| Lakemont Group | 25,480.00 | 21,658.00 |
| MEI Civil | 52,135.13 | 42,205.00 |
| Ovation Construction, Inc. | 1,380.00 | 1,380.00 |
| PSG Construction | 5,650.00 | 5,650.00 |
| Subtotal | \$191,216.52 | \$160,093.00 |
| Law Firm Costs | \$25,285.87 | \$24,966.92 |
| TOTAL | \$216,502.39 | \$185,059.92 |
| | | |
| Juris Corporation | \$63,142.50 | ? |
| Power Acoustics | 11,962.50 | ? |
| Derango, Best & Associates | 6,588.00 | ? |
| | \$81,693.00 | |

The invoices that were resolved were supported by detailed invoices, backup documentation, and/or reports. 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.

In an effort to resolve the expert fees and costs, Respondents agreed to reduce the invoices by approximately 15% to 20%, with the exception of three of the invoices. The three remaining invoices can be resolved through either ongoing negotiations or, if necessary, a fee hearing. Each party has the right to contest the reasonableness of an expert's fee by setting a fee hearing before the court. The cost of contesting an expert fee is a factor that needs to be considered when evaluating the merits of a proposed settlement. Section 73.092(2) of the Florida Statutes provides for the assessment of attorney fees for supplemental proceedings.

REQUESTED ACTION

We respectfully request that the Right of Way Committee recommend to the CFX Board approval of the payment of reasonable expert fees and costs as to Parcels 112 (Parts A & B) and 712 in the amount of **\$185,059.92**, excluding the invoices submitted by Juris Corporation, Power Acoustics, and Derango, Best & Associates. This resolves all remaining 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, with the exception of claims related to the three remaining experts or consultants.

Henderson Fees and Costs

Client:

Robert & Cynthia Henderson

Case:

2013-CA-14398-O

Prepared Date:

October 19, 2017

| Expert | Total Amount | Invoice Number | Invoice Date |
|---|--------------|--------------------------|---------------------------|
| Juris Corporation | \$ 63,142.50 | N/A | N/A |
| <i>Robert Scott</i> | | | |
| Calhoun, Dreggors & Associates | \$ 67,594.00 | N/A | 6/24/2016 |
| <i>Richard Dreggors</i> | | | |
| VHB, Inc. | \$ 38,977.39 | N/A | 6/22/2016 |
| <i>Jim Hall</i> | | | |
| Lakemont Group | \$ 25,480.00 | 3 | 6/24/2016 |
| <i>Joshua Harris</i> | | | |
| MEI Civil | \$ 52,135.13 | 193005H-2 | 6/23/2016 |
| <i>Daniel Morris</i> | | | |
| Power Accoustics, Inc. | \$ 11,962.50 | 06306; 16-1241; 16-06264 | 1/4/2016; 6/20/16; 6/6/17 |
| <i>Dave Parzych</i> | | | |
| DeRango, Best & Associates | \$ 6,588.00 | N/A | 1/4/2016 |
| <i>Daniel DeRango</i> | | | |
| Ovation Construction, Inc. | \$ 1,380.00 | OV1506 | 1/3/2016 |
| <i>Bertin Karpinski</i> | | | |
| PSG Construction | \$ 5,650.00 | Henderson01 | 1/14/2016 |

| | | | |
|---|------------------------------|------------|-----------|
| <i>Paul Gidus</i> | | | |
| TOTAL EXPERT COSTS | \$ 272,909.52 | | |
| CALLAN LAW FIRM | | | |
| -- Henderson | | | |
| Accuright Surveys | \$ 7,200.00 | | |
| Digital Legal Fees | \$ 279.33 | | |
| Temporary Phone for Client | \$ 64.00 \$101.43 | | |
| Clerk of Court | \$ 13.50 | | |
| Attorney's Title | \$ 150.00 | | |
| Copies | \$ 227.00 | NO Backup. | |
| ASAP Courier Services | \$ 21.76 | 2341-3619 | 2/28/2017 |
| ASAP Courier Services | \$ 68.06 | 2341-3679 | 5/15/2017 |
| Ashburn Associates | \$ 40.00 | 2017001665 | 3/23/2017 |
| Harbour Digital | \$ 3,468.76 | 1192 | 3/9/2017 |
| Harbour Digital | \$ 244.95 | 1195 | 3/9/2017 |
| Orange Legal - David Hall | \$ 507.50 | 364071 | 2/20/2017 |
| Orange Legal - David Hall | \$ 1,568.90 | 371408 | 3/2/2017 |
| Orange Legal - Glenn Pressimone | \$ 919.70 | 374783 | 3/16/2017 |
| Orange Legal - Jeffrey Newton | \$ 1,304.10 | 382082 | 3/22/2017 |
| Orange Legal - Scott Bear & Mary Brooks | \$ 1,281.06 | 386871 | 3/22/2017 |
| Orange Legal - Walter Carpenter | \$ 1,916.75 | 385696 | 3/22/2017 |
| Orange Legal - Linna Doherty | \$ 150.00 | 389611 | 3/31/2017 |
| Orange Legal - Linna Doherty | \$ 378.90 | 398257 | 4/5/2017 |
| Milestone Reporting Co - James Hall | \$ 353.40 | 114710 | 2/23/2017 |
| Milestone Reporting Co - James Hall | \$ 1,027.70 | 114844 | 2/28/2017 |
| Milestone Reporting Co - Joshua Harris | \$ 268.20 | 114939 | 3/2/2017 |

| | | | | |
|--|-----------|-------------------|-----------|-----------|
| Milestone Reporting Co - Joshua Harris | \$ | 1,312.00 | 115046 | 3/6/2017 |
| Milestone Reporting Co - Henderson (3) | \$ | 1,463.50 | 115801 | 4/4/2017 |
| Milestone Reporting Co - Rick Dreggors | \$ | 791.90 | 115797 | 4/4/2017 |
| Milestone Reporting Co - R.Henderson | \$ | 164.90 | 115968 | 4/12/2017 |
| The Fund | \$ | 100.00 | 770337332 | 4/27/2017 |
| | | | | |
| TOTAL CALLAN LAW FIRM COSTS | \$ | 25,285.87 | | |
| | | | | |
| TOTAL OVERALL COSTS | \$ | 298,195.39 | | |

Expert Fees

EXHIBIT A



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: 02/03/14

832.50

Case: Henderson

Case conference on 01/21/14, convert video files and copy
client DVD's and review -

4.5 hours @ \$185./hour\$832.50

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

Subtotal \$ 832.50

Sales Tax \$

Balance Due \$ 832.50



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: Henderson

Team Meeting at Counsel Offices on Feb. 19, 2014

1.0 hours @ \$185./hour\$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.

Subtotal \$ 185.00

Sales Tax \$

Federal ID Number: 59-2813163

Balance Due \$ 185.00



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

Invoice

Invoice #: 9683
Invoice Date: 4/24/2014

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32808

| Description | Hours/Qty | Rate | Amount |
|--|-----------|--------|--------|
| Case: Henderson Property | 5 | 185.00 | 925.00 |
| April 23, 2014 - Property survey and drive-thru video, and property photos including editing, file conversion and burning DVD. | | | |

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 | \$925.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$925.00 |



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

Invoice #: 9686
Invoice Date: 5/6/2014

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|--|-----------|--------|----------|
| Case: Henderson Property For continuing photography and video work - | | | |
| April 30, 2014 - video/photo shoot and processing | 4.5 | 185.00 | 832.50 |
| May 02, 2014 - video/photo shoot, rained out | 2 | 185.00 | 370.00 |
| May 05, 2014 - video/photo shoot - panorama package, video and processing | 6 | 185.00 | 1,110.00 |

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 | \$2,312.50 |
| Payments/Credits | \$0.00 |
| Balance Due | \$2,312.50 |



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

Invoice #: 9695
Invoice Date: 7/31/2014

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|---|-----------|--------|-------------------|
| Case: Henderson Property | | | |
| For design and production of multimedia presentation covering multiple dates. | | | |
| Robert Scott | 16.5 | 185.00 | 3,052.50 |
| Total | | | \$3,052.50 |
| Payments/Credits | | | \$0.00 |
| Balance Due | | | \$3,052.50 |

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



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

TPC

Invoice #: 9714
Invoice Date: 1/29/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|---|-----------|--------|----------|
| Case: Henderson | | | |
| For development of 3D elevated roadway and bridge models for future visualization of road from viewpoint of property. | | | |
| Computer graphics/3D modeling | 7 | 185.00 | 1,295.00 |

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 | \$1,295.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$1,295.00 |



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

Invoice #: 9716
Invoice Date: 1/29/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|--|-----------|--------|----------|
| Case: Henderson | | | |
| For development of 3D elevated roadway and bridge models for future visualization of roadway from viewpoint of property. | | | |
| Computer graphics/3D modeling | 7 | 185.00 | 1,295.00 |

Please make checks payable to: Juris Corporation.

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

Federal ID Number: 59-2813163

| | |
|------------------|------------|
| Total | \$1,295.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$1,295.00 |



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

Invoice

Invoice #: 9731
Invoice Date: 3/31/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|--|-----------|--------|------------|
| Case: Henderson Attn: Melanie Richmond, Stephanie Tate and Tom Callan, Esq. For continuing work on the development of 3D model of subject property and roadway bridge in the after condition, including: 3D modeling, computer graphics and rendering of day and night scenes | 20.5 | 185.00 | 3,792.50 |
| Total | | | \$3,792.50 |
| Payments/Credits | | | \$0.00 |
| Balance Due | | | \$3,792.50 |

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



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

Invoice #: 9736
Invoice Date: 4/30/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|---|-----------|--------|----------|
| Case: Henderson | | | |
| Attn: Tom Callan, Esq., Stephanie Tate and Melanie Richmond | | | |
| For continuing development of 3D exemplar of views from the Henderson Property in the after condition, including: | | | |
| R. Scott, Project Management and design | 6.5 | 185.00 | 1,202.50 |
| 3D Technical Staff | 25.5 | 185.00 | 4,717.50 |

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 | \$5,920.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$5,920.00 |



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-848-0405

Invoice #: 9741
Invoice Date: 6/30/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32808

| Description | Hours/Qty | Rate | Amount |
|--|-----------|--------|----------|
| Case: Henderson Attn: Tom Callan, Esq., Stephanie Tate and Melanie Richmond | | | |
| R. Scott, Project Management and Field Work | 24.5 | 185.00 | 4,532.50 |
| 3D Animation Staff - revise 3D modeling per client request and rendering for 3D animations | 46 | 185.00 | 8,510.00 |

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 | \$13,042.50 |
| Payments/Credits | \$0.00 |
| Balance Due | \$13,042.50 |



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

Invoice #: 9746
 Invoice Date: 7/31/2015

Bill To:

Thomas P. Callan, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|-------------|-----------|------|--------|
|-------------|-----------|------|--------|

Case: Henderson
 Attn: Tom Callan, Esq., Stephanie Tate and Melanie Richmond

For work performed during the month of July, 2015, including:

| | | | |
|---|----|--------|----------|
| R. Scott - Project Management, Design and Photography | 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 | \$2,590.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$2,590.00 |



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

Invoice #: 9750
Invoice Date: 8/31/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|-------------|-----------|------|--------|
|-------------|-----------|------|--------|

Case: Henderson
Attn: Mr. Tom Callan, Esq., Stephanie Tate and Melanie Richmond

Continuing development of 3D modeling and updates per client
requested revisions for the month of August, 2015 -
Robert Scott

| | | |
|----|--------|----------|
| 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 | \$2,590.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$2,590.00 |



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

Invoice #: 9756
Invoice Date: 9/30/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|---|-----------|--------|-----------|
| Case: Henderson Attn: Mr. Tom Callan, Esq. and Melanie Tate For continuing development of computer graphics for 3D visualizations and animation for the month of September, 2015 as follows: | | | |
| Robert Scott and Visualization Staff | 66.5 | 185.00 | 12,302.50 |

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 | \$12,302.50 |
| Payments/Credits | \$0.00 |
| Balance Due | \$12,302.50 |



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

Invoice #: 9759
Invoice Date: 10/31/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|--|-----------|--------|----------|
| Case: Henderson Attn: Mr. Tom Callan, Esq. and Ms. Stephanie Tate | | | |
| For continuing work on the above cases through October 31st, 2015, including: | | | |
| R. Scott, Project Management and Design | 5 | 185.00 | 925.00 |
| 3D modeling of extended roadway, north and south of the bridge, from SR 429 Connector Road to Belgian Street | 13.5 | 185.00 | 2,497.50 |

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 | \$3,422.50 |
| Payments/Credits | \$0.00 |
| Balance Due | \$3,422.50 |



Juris Corporation
255 S. Orange Avenue
Suite 101
Orlando, FL 32801

407-648-0405

Invoice

Invoice #: 9763
Invoice Date: 01/04/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|--|-----------|--------|-----------|
| Case: Henderson | | | |
| Revision to bridge design / slope protection. Development of 3D views from Cul d Sac and rendering of 3D animation with revised updates. | 22.0 | 185.00 | \$4070.00 |

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 | \$4,070.00 |
| Payments / Credits | \$0.00 |
| Balance Due | \$4,070.00 |



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

Invoice #: 9770
Invoice Date: 4/12/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|--|-----------|--------|----------|
| Case: Henderson | | | |
| Attn: Mr. Tom Callan, Esq., Stephanie Tate and Katherine Ewing | | | |
| For work performed on the above matter during the month of March, 2016, including: | | | |
| R. Scott - Revised 3D views from cul-de-sac looking toward bridge | 9 | 185.00 | 1,665.00 |
| 1 - 30" x 42" photo board | 1 | 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 | \$1,815.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$1,815.00 |



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

Invoice #: 9772
Invoice Date: 4/28/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|---|-----------|--------|----------|
| Case: Henderson Attn: Mr. Tom Callan, Esq. and Katherine Ewing | | | |
| For work performed on the above matter, during the month of April, 2016, including: | | | |
| Update 3D model of bridge to 100% standard | 12.5 | 185.00 | 2,312.50 |

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 | \$2,312.50 |
| Payments/Credits | \$0.00 |
| Balance Due | \$2,312.50 |



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

Invoice #: 9776
Invoice Date: 5/26/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| Description | Hours/Qty | Rate | Amount |
|--|-----------|--------|----------|
| Case: Henderson Attn: Mr, Tom Callan, Esq. and Katherine Ewing | | | |
| For work performed on the above matter during the month of May, 2016, including: | | | |
| R. Scott - Meetings, onsite photography, video and editing of May 24, 2016 | 7.5 | 185.00 | 1,387.50 |

Please make checks payable to: Juris Corporation.

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

Federal ID Number: 59-2813163

| | |
|-------------------------|-------------------|
| Total | \$1,387.50 |
| Payments/Credits | \$0.00 |
| Balance Due | \$1,387.50 |

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

June 6, 2017

Thomas P. Callan Esq.
c/o Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: **Owner:** Henderson
Project: Wekiva Parkway
Parcel Nos.: 112/712
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 of appraisal report.

| | | | |
|-----------------|---------------------------|--------------|-----------------|
| Abrams Schmidt: | 101.00 Hrs. x \$175/Hr. = | \$17,675 | |
| Dreggors: | 23.25 Hrs. x \$275/Hr. = | <u>6,394</u> | |
| Subtotal | | | \$24,069 |

Review CFX reports, preparation of rebuttal reports, meeting with owner's representative, conference with experts, begin preparation of trial exhibits, preparation of updated appraisal, review CFX rebuttal reports, conference with owner's representative, prepare for deposition, attend deposition.

| | | | |
|-----------------|---------------------------|---------------|------------------------|
| Abrams Schmidt: | 123.00 Hrs. x \$175/Hr. = | \$21,525 | |
| Dreggors: | 80.00 Hrs. x \$275/Hr. = | <u>22,000</u> | |
| Subtotal | | | <u>\$43,525</u> |
| Total | | | \$67,594 |

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

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

| | | |
|------------------|-----------------------|--------------------------------|
| OWNER | HENDERSON | COURTNEY ABRAMS SCHMIDT |
| PROJECT | WEKIVA PARKWAY | |
| PARCEL(S) | 112/712 | |
| COUNTY | ORANGE | |

| DATE | TYPE OF SERVICE | HOURS |
|-------------|---|--------------|
| 01/19/15 | REVIEW OF CONDEMNOR APPRAISAL; ANALYSIS OF SALES AND DAMAGES. | 2.50 |
| 01/28/15 | REVIEW OF CONSTRUCTION PLANS WITH RICK; ANALYSIS OF HALL'S DAMAGES. | 0.75 |
| 02/16/15 | REVIEW OF FILE AND ANALYSIS OF CFX SALES. | 2.25 |
| 02/18/15 | SALES ANALYSIS. | 3.00 |
| 03/04/15 | PREPARE FOR SITE INSPECTION. | 0.25 |
| 03/05/15 | INSPECTED SUBJECT PROPERTY. | 1.50 |
| 03/20/15 | RESEARCH SALES; ANALYSIS OF SALES; RESEARCH SJWMD PERMITS/PLANS FOR SALES; | 5.25 |
| 04/06/15 | CONTINUE SALES RESEARCH. | 4.50 |
| 06/15/15 | REVIEW OF CONTRACTOR'S REPLACEMENT COST ESTIMATE. | 0.75 |
| 07/13/15 | ANALYSIS OF RCN ESTIMATE; RESEARCH/ANALYSIS OF SALES; MEETING WITH CONTRACTOR AND OWNER'S REPRESENTATIVE. | 4.25 |
| 07/15/15 | PREPARE FOR MEETING; MEETING WITH OWNERS AND EXPERTS. | 4.00 |
| 09/17/15 | MEETING WITH EXPERTS; RESEARCH SALES; REVIEW ASSEMBLAGE DOCUMENTS. | 4.75 |
| 09/23/15 | RESEARCH/ANALYSIS OF SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE. | 5.25 |
| 11/05/15 | RESEARCH/ANALYSIS OF SALES. | 3.25 |
| 11/12/15 | WORK ON PRELIMINARY VALUES; ANALYSIS OF DAMAGES; MEETING WITH RICK TO REVIEW. | 5.00 |
| 11/13/15 | CONTINUED WORKING ON ANALYSIS OF COMPENSATION; MEETING WITH RICK. | 3.25 |
| 11/17/15 | REVIEW/ANALYSIS OF NOISE REPORT; ANALYSIS OF SALES. | 2.75 |
| 11/23/15 | ANALYSIS OF SALES; WORK ON SALE WRITE-UPS AND EXHIBITS. | 2.50 |

| | | |
|------------------|-----------------------|--------------------------------|
| OWNER | HENDERSON | COURTNEY ABRAMS SCHMIDT |
| PROJECT | WEKIVA PARKWAY | |
| PARCEL(S) | 112/712 | |
| COUNTY | ORANGE | |

| DATE | TYPE OF SERVICE | HOURS |
|-------------|---|---------------|
| 11/24/15 | WORK ON SALE WRITE-UPS/EXHIBITS; VERIFY SALES. | 2.25 |
| 11/25/15 | ANALYSIS OF SALES; PREPARATION OF SALE WRITE-UPS. | 3.00 |
| 11/30/15 | WORKED ON SALE WRITE-UPS. | 2.00 |
| 12/04/15 | VERIFY SALES; PREPARE FOR INSPECTION OF SALES. | 2.75 |
| 12/09/15 | INSPECTED SALES. | 2.25 |
| 12/11/15 | PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE; REVIEW OF CITY'S DOCUMENTS AND MATERIAL SENT FROM OWNER'S REPRESENTATIVE. | 3.00 |
| 12/14/15 | ASSIST WITH APPRAISAL; WORKED ON EXHIBITS FOR REPORT; MEETING WITH RICK TO REVIEW SALES. | 6.00 |
| 12/16/15 | CONTINUE TO ASSIST WITH APPRAISAL; ANALYSIS OF ADDITIONAL LAND SALES; WORK ON NEW LAND SALE WRITE-UPS; MEETING WITH RICK TO REVIEW. | 5.00 |
| 12/15/15 | CONTINUE TO ASSIST WITH APPRAISAL. | 5.75 |
| 12/17/15 | WORKED ON ADDITIONAL SALE WRITE-UPS AND EXHIBITS; CONTINUE TO ASSIST WITH APPRAISAL. | 6.25 |
| 12/18/15 | CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; CONTINUE TO ASSIST WITH APPRAISAL. | 2.00 |
| 12/21/15 | ASSIST WITH APPRAISAL. | 3.00 |
| 12/23/15 | MEETING WITH OWNER'S REPRESENTATIVE; ASSISTED WITH APPRAISAL. | <u>2.00</u> |
| | SUBTOTAL HOURS | 101.00 |
| 01/07/16 | REVIEW OF UPDATED CONDEMNOR'S APPRAISAL IN PREPARATION FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS TO DISCUSS REBUTTAL REPORTS. | 2.00 |
| 01/08/16 | ANALYSIS OF THE CONDEMNOR'S LAND SALES. | 1.25 |

| | | |
|------------------|-----------------------|--------------------------------|
| OWNER | HENDERSON | COURTNEY ABRAMS SCHMIDT |
| PROJECT | WEKIVA PARKWAY | |
| PARCEL(S) | 112712 | |
| COUNTY | ORANGE | |

| DATE | TYPE OF SERVICE | HOURS |
|-------------|--|--------------|
| 01/11/16 | ANALYSIS OF CONDEMNOR SALES; WORK ON REVIEW APPRAISAL. | 3.50 |
| 01/12/16 | ASSIST WITH APPRAISAL REVIEW; GO TO CLERK'S OFFICE TO RESEARCH DOCUMENTS. | 3.00 |
| 01/13/16 | RESEARCH CONTACT INFORMATION FOR VERIFICATIONS; ASSISTED WITH REPORT. | 2.00 |
| 01/14/16 | WORK ON VERIFYING HALL'S SALES. | 1.25 |
| 01/19/16 | CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; REVIEW LAND PLANNING ANALYSIS. | 1.50 |
| 01/26/16 | ASSIST WITH REVIEW APPRAISAL. | 1.75 |
| 01/27/16 | PROOFREAD/ASSISTED WITH REVIEW REPORT; WORKED ON ADDENDA. | 2.00 |
| 01/28/16 | CONFERENCE CALL WITH OWNER'S REPRESENTATIVE AND LAND PLANNER; REVIEW OF CONDEMNOR'S HISTORY OF PURCHASES. | 2.00 |
| 02/08/16 | MEETING WITH EXPERTS REGARDING CONDEMNATION BLIGHT. | 1.00 |
| 02/09/16 | MEETING WITH OWNER'S REPRESENTATIVE REGARDING REBUTTAL REPORTS AND DEPOSITION; FOLLOW UP ON ITEMS DISCUSSED AT MEETING. | 3.50 |
| 02/11/16 | WORK ON BLIGHT ANALYSIS. | 3.00 |
| 02/12/16 | BLIGHT STUDY ANALYSIS. | 2.00 |
| 02/17/16 | PREPARE FOR MEETING WITH EXPERTS. | 1.50 |
| 02/18/16 | RESEARCH INFO DISCUSSED IN MEETING REVIEW CONDEMNATION BLIGHT DOCUMENTS. | 2.00 |
| 03/14/16 | WORKED ON TRIAL EXHIBITS. | 4.25 |
| 03/15/16 | WORKED ON TRIAL EXHIBITS. | 2.75 |
| 05/12/16 | REVIEW OF UPDATED ALIGNMENT EXHIBITS; REVIEW NOTES FROM EXPERT MEETING; DISCUSS WITH RICK ADDITIONAL MATERIAL TO REVIEW. | 3.25 |

| | | |
|------------------|-----------------------|--------------------------------|
| OWNER | HENDERSON | COURTNEY ABRAMS SCHMIDT |
| PROJECT | WEKIVA PARKWAY | |
| PARCEL(S) | 112/712 | |
| COUNTY | ORANGE | |

| DATE | TYPE OF SERVICE | HOURS |
|-------------|--|--------------|
| 05/13/16 | UPDATE SALES RESEARCH; PREPARE FOR MEETING. | 4.25 |
| 05/16/16 | RESEARCH/ANALYSIS OF SALES; MEETING WITH RICK TO DISCUSS. | 2.50 |
| 05/18/16 | MEETING WITH OWNER'S REPRESENTATIVES; ANALYSIS OF UPDATED SALES; WORK ON SALE WRITE-UPS. | 3.00 |
| 05/26/16 | ANALYSIS OF SALES; VERIFY SALES. | 2.75 |
| 06/07/16 | ASSIST WITH UPDATED APPRAISAL; ANALYSIS OF UPDATED SALES; MEETING WITH RICK TO REVIEW. | 3.00 |
| 06/08/16 | ASSISTED WITH UPDATED REPORT; ANALYSIS OF SALES. | 3.00 |
| 06/10/16 | PREPARE FOR AND INSPECT LAND SALES AND SUBJECT. | 2.75 |
| 06/14/16 | MEETING WITH RICK TO REVIEW CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ASSIST WITH UPDATED APPRAISAL; SALES ANALYSIS; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE. | 6.00 |
| 06/15/16 | ASSISTED WITH UPDATED REPORT AND REBUTTAL REPORT; VERIFYING SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE. | 5.75 |
| 06/20/16 | REVIEW OF CONDEMNOR REBUTTAL AND SUPPLEMENT REPORTS. | 1.50 |
| 06/23/16 | CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; RESEARCH DOCUMENTS/APPRAISAL IN PREPARATION FOR MEDIATION. | 4.50 |
| 01/30/17 | PREPARE FOR CONFERENCE CALL; CALL WITH EXPERTS. | 1.50 |
| 02/07/17 | MEETING WITH OWNER'S REPRESENTATIVE; CONFERENCE WITH RICK TO DISCUSS SUPPLEMENTAL REPORT. | 1.50 |

| | | |
|------------------|-----------------------|--------------------------------|
| OWNER | HENDERSON | COURTNEY ABRAMS SCHMIDT |
| PROJECT | WEKIVA PARKWAY | |
| PARCEL(S) | 112/712 | |
| COUNTY | ORANGE | |

| DATE | TYPE OF SERVICE | HOURS |
|-------------|---|---------------|
| 02/10/17 | PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE; PREPARED FOR CLIENT MEETING NEXT WEEK; REVIEW REBUTTAL REPORTS. | 6.50 |
| 02/13/17 | PREPARE FOR MEETING; MEETING WITH CLIENTS AND THEIR REPRESENTATIVE. | 4.75 |
| 02/17/17 | WORKED ON TRIAL EXHIBITS. | 3.50 |
| 03/02/17 | CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; REVIEW OF UPDATED CURE COSTS. | 1.25 |
| 03/06/17 | MEETING WITH OWNER'S REPRESENTATIVE. | 5.00 |
| 03/07/17 | ASSISTED WITH DEPOSITION PREPARATION; CALL WITH OWNER'S REPRESENTATIVE. | 3.75 |
| 03/09/17 | ASSIST WITH DEPOSITION PREPARATION. | 2.50 |
| 03/10/17 | WORK ON TRIAL EXHIBITS. | 2.00 |
| 03/15/17 | WORKED ON TRIAL EXHIBITS. | 3.00 |
| 03/16/17 | WORKED ON TRIAL EXHIBITS; MEETING WITH RICK TO REVIEW. | 3.25 |
| 03/17/17 | WORKED ON TRIAL EXHIBITS. | <u>2.00</u> |
| | SUBTOTAL HOURS | 123.00 |
| | TOTAL HOURS | 224.00 |

| | | |
|------------------|-----------------------|---------------------------------|
| OWNER | HENDERSON | RICHARD C. DREGGORS, GAA |
| PROJECT | WEKIVA PARKWAY | |
| PARCEL(S) | 112/712 | |
| COUNTY | ORANGE | |

| DATE | TYPE OF SERVICE | HOURS |
|-------------|--|--------------|
| 07/22/14 | MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW OUR SCOPE OF WORK. | 0.50 |
| 01/28/15 | MEETING WITH ASSOCIATE TO REVIEW OUR ASSIGNMENT. | 0.50 |
| 03/05/15 | EXTERIOR INSPECTION OF SUBJECT; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING OUR SCOPE OF WORK; CONFERENCE WITH ASSOCIATE; CONFERENCE WITH CONTRACTOR. | 1.75 |
| 09/17/15 | PREPARE AND MEET WITH EXPERTS AND OWNER'S REPRESENTATIVE; REVIEW HIGHEST AND BEST USE BEFORE AND DAMAGES TO REMAINDER. | 1.25 |
| 10/15/15 | PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW DEADLINES AND OUR REMAINING SCOPE OF WORK. | 0.75 |
| 11/11/15 | PREPARE FOR AND MEET WITH PLANNER AND OWNER'S REPRESENTATIVE; REVIEW HIGHEST AND BEST USE BEFORE AND AFTER THE TAKING. | 1.25 |
| 11/12/15 | MEETING WITH ASSOCIATE TO REVIEW DATA. | 0.50 |
| 11/13/15 | MEETING WITH ASSOCIATE TO REVIEW OUR ANALYSIS AND SCOPE/DEADLINE. | 0.75 |
| 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. | 1.75 |
| 12/10/15 | CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW VHB REPORT. | 1.50 |
| 12/11/15 | REVIEW SALES; REVIEW CONSULTANT REPORT; REVIEW AND DISCUSS WITH OWNER'S REPRESENTATIVE. | 2.25 |
| 12/15/15 | REVIEW/WRITE REPORT. | 4.75 |
| 12/16/15 | REVIEW/WRITE SALES; DISCUSS WITH ASSOCIATE. | 1.50 |
| 12/17/15 | CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING STATUS OF OUR REPORT. | 0.50 |

| | | |
|------------------|-----------------------|---------------------------------|
| OWNER | HENDERSON | RICHARD C. DREGGORS, GAA |
| PROJECT | WEKIVA PARKWAY | |
| PARCEL(S) | 112/712 | |
| COUNTY | ORANGE | |

| DATE | TYPE OF SERVICE | HOURS |
|-------------|--|--------------|
| 12/21/15 | REVIEW/WRITE REPORT. | 2.25 |
| 12/23/15 | REVIEW/WRITE REPORT. | <u>1.50</u> |
| | SUBTOTAL HOURS | 23.25 |
| 01/07/16 | PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE AND EXPERTS REGARDING OUR REBUTTAL REPORT. | 0.75 |
| 01/11/16 | MEETING WITH OCPA DIRECTOR OF OPERATIONS TO REVIEW VALUES AND MARKET DATA FOR WEST ORANGE COUNTY. | 0.50 |
| 01/15/16 | REVIEW REBUTTAL DOCUMENTS; CONFERENCE WITH OWNER'S REPRESENTATIVE. | 0.50 |
| 01/20/16 | PREPARATION OF REBUTTAL REPORT. | 2.25 |
| 01/25/16 | REVIEW/WRITE REBUTTAL REPORT. | 0.75 |
| 01/26/16 | ASSIST WITH APPRAISAL REVIEW/REBUTTAL REPORT. | 1.00 |
| 01/27/16 | ASSIST WITH APPRAISAL REVIEW/REBUTTAL REPORT. | 0.75 |
| 01/28/16 | FINALIZE REBUTTAL REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW VHB MATERIAL. | 0.75 |
| 02/08/16 | PREPARE FOR AND MEET WITH EXPERTS AND OWNER TO REVIEW IMPACTS OF THE PROPERTY IN THE AREA; REVIEW EXAMPLES OF THESE AND DOCUMENTS. | 1.00 |
| 03/02/16 | REVIEW ADDITIONAL DOCUMENTS REGARDING THE BLIGHT FROM THE PROJECT. | 0.75 |
| 05/10/16 | PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE AND EXPERTS; REVIEW VALUATION ISSUES. | 1.75 |
| 05/16/16 | MEETING WITH ASSOCIATE TO REVIEW ANALYSIS OF SALES FOR UPDATED REPORT. | 1.50 |

| | | |
|------------------|-----------------------|---------------------------------|
| OWNER | HENDERSON | RICHARD C. DREGGORS, GAA |
| PROJECT | WEKIVA PARKWAY | |
| PARCEL(S) | 112/712 | |
| COUNTY | ORANGE | |

| DATE | TYPE OF SERVICE | HOURS |
|-------------|---|--------------|
| 06/07/16 | MEETING WITH ASSOCIATE TO REVIEW ANALYSIS OF SALES FOR UPDATED REPORT. | 1.25 |
| 06/10/16 | BEGIN REVIEW OF OUR UPDATED APPRAISAL; INSPECT SALES AND SUBJECT. | 2.50 |
| 06/13/16 | REVIEW UPDATED REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE. | 1.50 |
| 06/14/16 | REVIEW UPDATED REPORT; CONFERENCE/MEETING WITH ASSOCIATE. | 1.75 |
| 06/15/16 | REVIEW/WRITE REPORT. | 1.50 |
| 06/22/16 | PREPARE FOR CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; REVIEW REPORTS. | 2.25 |
| 06/23/16 | REVIEW DOCUMENTS ON CFX REPORTS; CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW; LATER MEET WITH ASSOCIATE TO REVIEW. | 3.50 |
| 06/24/16 | REVIEW DOCUMENTS ON CFX APPRAISALS; CONFERENCE WITH OWNER'S REPRESENTATIVE; PREPARE SUMMARY OF MY FINDINGS. | 3.75 |
| 01/16/17 | MEETING WITH OWNER'S REPRESENTATIVE TO PREPARE FOR DEPOSITION AND REVIEW ASSEMBLAGE INFORMATION. | 0.75 |
| 01/30/17 | PREPARE FOR AND CONFERENCE WITH ENGINEER AND OWNER'S REPRESENTATIVE TO PREPARE FOR TRIAL. | 1.25 |
| 02/06/17 | PREPARE FOR DEPOSITION. | 3.25 |
| 02/07/17 | MEETING WITH ASSOCIATE TO REVIEW REPORT. | 0.75 |
| 02/08/17 | REVIEW INFORMATION ON DRIVEWAY FOR REMAINDER. | 0.50 |
| 02/10/17 | MEETING WITH OWNER'S REPRESENTATIVE TO PREPARE FOR DEPOSITION. | 3.75 |
| 02/25/17 | INSPECT ACCESS TO REMAINDER AND NOTE CONSIDERATION OF PARKWAY. | 0.75 |

| | | |
|------------------|-----------------------|---------------------------------|
| OWNER | HENDERSON | RICHARD C. DREGGORS, GAA |
| PROJECT | WEKIVA PARKWAY | |
| PARCEL(S) | 112/712 | |
| COUNTY | ORANGE | |

| DATE | TYPE OF SERVICE | HOURS |
|-------------|--|---------------|
| 03/06/17 | PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE; BEGIN PREPARING FOR DEPOSITION. | 6.75 |
| 03/08/17 | PREPARE FOR DEPOSITION. | 3.00 |
| 03/09/17 | PREPARE FOR DEPOSITION. | 7.25 |
| 03/10/17 | PREPARE FOR AND ATTEND DEPOSITION. | 5.25 |
| 03/13/17 | PREPARE FOR AND ATTEND DEPOSITION. | 9.50 |
| 03/15/17 | ASSIST WITH TRIAL EXHIBITS. | 0.75 |
| 03/16/17 | ASSIST WITH TRIAL EXHIBITS. | 2.25 |
| 03/17/17 | ASSIST WITH TRIAL EXHIBITS. | 1.25 |
| 03/30/17 | CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING VALUATION ANALYSIS AS OF 2006. | 0.25 |
| 04/18/17 | REVIEW DOCUMENTS RELATED TO CFX'S MOTIONS REGARDING MY APPRAISAL; REVIEW/OWNER'S REPRESENTATIVE. | 1.75 |
| 04/19/17 | CONFERENCE WITH OWNER'S REPRESENTATIVE TO PREPARE FOR TRIAL. | <u>0.75</u> |
| | SUBTOTAL HOURS | 80.00 |
| | TOTAL HOURS | 103.25 |



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 6, 2017
 VHB Project No: 61840.00

Invoice Total \$38,977.39

Professional Planning Services for Robert & Cynthia Henderson Eminent Domain
Professional Services Thru May 6, 2017

Professional Personnel

| | Hours | Rate | Amount |
|---------------------------|--------|--------|------------------|
| Principal 1 | 58.00 | 250.00 | 14,500.00 |
| Technical/Professional 07 | 56.50 | 125.00 | 7,062.50 |
| Technical/Professional 06 | 19.50 | 125.00 | 2,437.50 |
| Technical/Professional 05 | 96.50 | 125.00 | 12,062.50 |
| Technical/Support 2 | 14.50 | 85.00 | 1,232.50 |
| Technical/Support 5 | 1.00 | 95.00 | 95.00 |
| Totals | 246.00 | | 37,390.00 |
| Total Labor | | | 37,390.00 |

Reimbursable Expenses

| | |
|----------------------------|-----------------|
| Travel & Lodging | 5.26 |
| Mileage | 14.30 |
| Printing | 1,567.83 |
| Total Reimbursables | 1,587.39 |

Total this Invoice \$38,977.39

Billings to Date

| | Current | Prior | Total |
|---------------|------------------|-------------|------------------|
| Labor | 37,390.00 | 0.00 | 37,390.00 |
| Expense | 1,587.39 | 0.00 | 1,587.39 |
| Totals | 38,977.39 | 0.00 | 38,977.39 |



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 | 61840.00 | Callan Law/Henderson 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

Share This Share 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

| | | |
|--------|---|----------------|
| E-PASS | ▼ | Payment Method |
| 2 | ▼ | Axles |

STEP 2: Select Starting Point

| | | |
|-------------------------------|---|-------------------------|
| SR 408 (East-West Expressway) | ▼ | Select Starting Highway |
| Eastbound | ▼ | Select Direction |
| I-4 | ▼ | Select Entry Ramp |

STEP 3: Select End Point

| | | |
|---|---|--------------------|
| SR 429 (Western Expressway) | ▼ | Select End Highway |
| Northbound | ▼ | Select Direction |
| 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](#)

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: 61840.00

Period: 201306

| Date | Location | Job Type | User | Total |
|-------------|------------------|--------------------|--------------|---------------|
| 5/30/2013 | White Plains, NY | OSS COLOR PRINTING | LWANG | \$3.25 |
| 5/30/2013 | White Plains, NY | OSS LASER PRINTING | LWANG | \$0.52 |
| | | | Total | \$3.77 |

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61840.00

Period: 201307

| Date | Location | Job Type | User | Total |
|-------------|------------------|--------------------|--------------|---------------|
| 6/3/2013 | Oriando FL | OSS LASER PRINTING | ERENTA | \$5.24 |
| 6/13/2013 | White Plains, NY | OSS LASER PRINTING | LWANG | \$0.13 |
| | | | Total | \$5.37 |

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61840.00

Period: 201309

| Date | Location | Job Type | User | Total |
|-------------|------------------|--------------------|--------------|---------------|
| 8/5/2013 | Orlando FL | OSS LASER PRINTING | CPUGH | \$0.13 |
| 8/7/2013 | White Plains, NY | OSS LASER PRINTING | LWANG | \$0.13 |
| 8/8/2013 | White Plains, NY | OSS LASER PRINTING | LWANG | \$3.12 |
| | | | Total | \$3.38 |



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

Project Number: 61840.00

Period: 201313

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|----------------|
| 12/10/2013 | Orlando FL | Sm Fmt Color Printing | EHUGHES | \$25.56 |
| | | | Total | \$25.56 |



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

Project Number: 61840.00

Period: 201402

| Date | Location | Job Type | User | Total |
|-------------|------------------|-----------------------|-------------|---------------|
| 1/31/2014 | White Plains, NY | B/W Laser Printing | LWang | \$0.79 |
| 1/31/2014 | White Plains, NY | Sm Fmt Color Printing | LWang | \$1.09 |
| | | Total | | \$1.88 |



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

Project Number: 61840.00

Period: 201403

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|----------------|
| 2/19/2014 | Orlando FL | Sm Fmt Color Printing | EHUGHES | \$25.56 |
| | | | Total | \$25.56 |



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

Project Number: 61840.00

Period: 201413

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|----------------|
| 12/2/2014 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$25.56 |
| | | | Total | \$25.56 |



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

Project Number: 61840.00

Period: 201508

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|----------------|
| 7/15/2015 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$57.51 |
| 7/17/2015 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$4.26 |
| | | | Total | \$61.77 |



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

Project Number: 61840.00

Period: 201510

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|----------------|
| 9/17/2015 | Orlando FL | B/W Laser Printing | katieshannon | \$0.13 |
| 9/17/2015 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$95.86 |
| | | | Total | \$95.99 |



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

Project Number: 61840.00

Period: 201511

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|----------------|
| 9/23/2015 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$63.91 |
| | | | Total | \$63.91 |



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

Project Number: 61840.00

Period: 201513

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|----------------|
| 12/10/2015 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$30.89 |
| | | | Total | \$30.89 |



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

Project Number: 61840.00

Period: 201601

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|---------------|
| 1/4/2016 | Orlando FL | B/W Laser Printing | CJackowski | \$0.52 |
| 1/7/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.78 |
| 1/7/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$4.27 |
| | | | Total | \$5.57 |



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

Project Number: 61840.00

Period: 201602

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|----------------|
| 1/26/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.13 |
| 1/27/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.13 |
| 1/29/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.78 |
| 1/26/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$4.27 |
| 1/27/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$9.60 |
| 1/29/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$14.92 |
| | | | Total | \$29.83 |



Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301

Danvers, MA 01923

Project Number: 61840.00

Period: 201603

| Date | Location | Job Type | User | Total |
|-----------|------------|-----------------------|--------------|-----------------|
| 2/8/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.26 |
| 2/18/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$5.50 |
| 2/22/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.64 |
| 2/8/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$74.57 |
| 2/22/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$47.93 |
| | | | Total | \$128.90 |



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

Project Number: 61840.00

Period: 201607

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|-----------------|
| 6/1/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.90 |
| 6/2/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$1.03 |
| 6/8/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.90 |
| 6/10/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.39 |
| 6/13/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$1.93 |
| 6/15/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.90 |
| 6/16/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$1.16 |
| 6/21/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$11.54 |
| 6/23/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.64 |
| 6/24/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$4.22 |
| 5/31/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$47.93 |
| 6/1/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$17.04 |
| 6/2/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$23.44 |
| 6/8/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$64.97 |
| 6/10/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$31.95 |
| 6/13/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$42.60 |
| 6/14/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$6.42 |
| 6/15/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$60.72 |
| 6/21/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$30.89 |
| 6/24/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$2.14 |
| | | | Total | \$351.71 |



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

Project Number: 61840.00

Period: 201608

| Date | Location | Job Type | User | Total |
|-------------|-----------------|--------------------|--------------|---------------|
| 6/27/2016 | Orlando FL | B/W Laser Printing | katieshannon | \$0.26 |
| | | | Total | \$0.26 |



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

Project Number: 61840.00

Period: 201702

| Date | Location | Job Type | User | Total |
|-------------|-----------------|--------------------------------|--------------|-----------------|
| 2/2/2017 | Orlando FL | B/W Laser Printing | katieshannon | \$6.03 |
| 2/8/2017 | Orlando FL | B/W Laser Printing | katieshannon | \$4.23 |
| 2/17/2017 | Orlando FL | B/W Laser Printing | katieshannon | \$29.20 |
| 2/17/2017 | Orlando FL | Large Format Bond Plot (SQ FT) | katieshannon | \$12.78 |
| 2/2/2017 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$25.60 |
| 2/3/2017 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$9.59 |
| 2/8/2017 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$174.69 |
| 2/17/2017 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$202.40 |
| | | Total | | \$464.52 |



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

Project Number: 61840.00

Period: 201703

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|----------------|
| 2/21/2017 | Orlando FL | B/W Laser Printing | katieshannon | \$0.13 |
| 2/22/2017 | Orlando FL | B/W Laser Printing | katieshannon | \$1.03 |
| 3/3/2017 | Orlando FL | B/W Laser Printing | katieshannon | \$0.26 |
| 3/1/2017 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$11.72 |
| 3/3/2017 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$53.25 |
| | | | Total | \$66.39 |



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

Project Number: 61840.00

Period: 201705

| Date | Location | Job Type | User | Total |
|-------------|-----------------|-----------------------|--------------|----------------|
| 5/1/2017 | Orlando FL | B/W Laser Printing | katieshannon | \$20.59 |
| 5/1/2017 | Orlando FL | Sm Fmt Color Printing | katieshannon | \$13.86 |
| | | | Total | \$34.45 |

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

| Employee | Date | Time (in hours) | Description |
|-----------------|-------------|----------------------------|---|
| Davis | 06/10/16 | 2.00 | Timeline Maps |
| Hall | 05/13/13 | 1.00 | Tele with Callan |
| | 05/14/13 | 0.50 | Contract |
| | 05/24/13 | 0.50 | Mtg with Hughes |
| | 06/11/13 | 1.00 | Review draft |
| | 07/26/13 | 0.50 | Tele call |
| | 07/30/13 | 0.50 | Invoicing/review of hours |
| | 08/08/13 | 1.00 | Review of draft DPA |
| | 08/09/13 | 1.00 | Review of Apopka LDC |
| | 12/09/13 | 0.50 | Meeting with Client |
| | 12/19/13 | 0.50 | Mtg with Hughes |
| | 12/26/13 | 0.50 | Invoicing |
| | 01/17/14 | 1.00 | Review of DPA |
| | 01/21/14 | 1.00 | Review of Wang docs |
| | 02/19/14 | 1.50 | prep for and attend team mtg |
| | 07/23/14 | 1.00 | prep for and attend team mtg |
| | 12/02/14 | 2.00 | Callan Call |
| | 07/15/15 | 1.00 | Team meeting |
| | 07/22/15 | 1.00 | Team meeting |
| | 09/09/15 | 0.50 | Invoicing |
| | 09/17/15 | 1.00 | mtg |
| | 09/23/15 | 0.50 | Review of GIS maps |
| | 11/11/15 | 1.50 | LDC research |
| | 11/20/15 | 1.00 | Expert team meeting |
| | 11/23/15 | 2.00 | Revisions to DPA; review of market analysis |
| | 11/24/15 | 0.50 | client call |
| | 11/25/15 | 1.00 | LDC research |
| | 12/10/15 | 0.50 | DPA edits |
| | 01/04/16 | 0.50 | invoices |
| | 01/11/16 | 0.50 | rebuttal memo |
| | 01/12/16 | 1.00 | Comp maps review |
| | 01/26/16 | 1.00 | Map review |
| | 01/27/16 | 1.00 | rebuttal report |
| | 05/10/16 | 1.00 | Team meeting |
| | 05/11/16 | 0.50 | Invoicing |
| | 05/13/16 | 1.00 | Callan call |
| | 05/17/16 | 0.50 | MEI call |
| | 05/20/16 | 0.50 | Transportation conversation |
| | 06/01/16 | 1.00 | Review of DPA with Shannon |
| | 06/02/16 | 1.50 | Meeting with Shannon |

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

| Employee | Date | Time (in hours) | Description |
|-----------------|-------------|----------------------------|--|
| | 06/10/16 | 1.00 | Tele call and review of memo |
| | 06/13/16 | 1.00 | Revisions to DPA |
| | 06/16/16 | 0.50 | Maitland blvd. |
| | 11/01/16 | 1.00 | Callan call |
| | 11/15/16 | 1.00 | LDC research |
| | 01/05/17 | 1.00 | client mtg |
| | 01/16/17 | 1.00 | Memo review |
| | 01/30/17 | 1.00 | Depo prep |
| | 02/02/17 | 1.00 | Annexation review |
| | 02/06/17 | 1.00 | City of Apopka call |
| | 02/08/17 | 2.00 | Depo prep |
| | 02/17/17 | 1.00 | File organization |
| | 02/20/17 | 8.00 | Prep for and attend depo |
| | 03/02/17 | 1.00 | visit neighborhood with retaining walls |
| | 03/06/17 | 2.00 | site photos and meeting with Callan |
| | | 58.00 | |
| Hughes | 05/15/13 | 3.00 | Site Visit Meeting w/ client to discuss project, including highest and best use for property in the before and after; review appraisal |
| | 12/09/13 | 2.50 | receieved via email from client Review DPA report prepared, including current FLU and zoning; |
| | 12/10/13 | 3.50 | attend site visit; drive back to office Research SR 429 extension history; review draft DPA reports |
| | 12/11/13 | 1.50 | and redline |
| | 12/12/13 | 1.00 | Continue reviewing draft DPA report; review new appraisal |
| | 12/13/13 | 1.00 | Continue reviewing draft DPA report; review new appraisal |
| | 02/19/14 | 1.50 | Review of new appraisal |
| | | 14.00 | |
| Jackowski | 05/23/13 | 0.50 | Scan, file and upload Executed agreement/client auth. for Callan Law/Robert & Cynthia Henderson and set up in BT. |
| | 07/17/15 | 0.50 | Coord mtg. w/Dan Morris, Robert Scott, Jim Hall and Callan's office (7/22) to discuss and follow up on the Henderson matter per meeting on 7/15. |

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

| Employee | Date | Time (in hours) | Description |
|-----------------|-------------|----------------------------|--|
| | 01/04/16 | 1.00 | Prepare draft Invoice for Henderson for Mediation scheduled for Wednesday (Itemized hourly staff totals and descriptions from all timesheets) |
| | | 2.00 | |
| Needler | 05/16/16 | 2.50 | Research |
| | 05/17/16 | 1.50 | Research |
| | 05/18/16 | 1.00 | Research |
| | 05/19/16 | 1.50 | Research |
| | 05/27/16 | 1.00 | maitland research |
| | 06/02/16 | 1.00 | Research |
| | 06/03/16 | 0.50 | Beltway Timeline |
| | 06/06/16 | 2.00 | Orlando Beltway Timeline |
| | 06/07/16 | 0.50 | Orlando Beltway Timeline |
| | 06/08/16 | 1.00 | Research |
| | 06/09/16 | 1.00 | Made maps at home |
| | 06/10/16 | 1.00 | Created an excel timeline for Jim and company + added maps + extra research |
| | | 14.50 | |
| Pugh | 07/30/13 | 1.00 | review of survey |
| | 08/12/13 | 1.50 | review of survey |
| | | 2.50 | |
| Shannon | 12/06/14 | 2.00 | Attending meeting at Callan Law to assess variable alternatives for the taking |
| | 07/15/15 | 3.50 | Meeting at Callan's office with client, Morris, Bob, Callan, Abrams; revisions to DPA including LDC on City of Apopka R-1AA zoning regulations and County's A-1 District |
| | 07/22/15 | 2.50 | Prepped for and attended meeting with Callan, Hall, Scott in VHB conference room |
| | 09/17/15 | 2.50 | Meeting with Callan, Dreggors, Morris, Hall |
| | 09/21/15 | 3.00 | Worked on GIS map series - updates to all with new map for assembled property and relevant analogs in the area - call with Callan & Morris |
| | 09/23/15 | 4.50 | Updated assemblage section, reviewed Stanton Ridge pre-condition, ldc on access for subdivision - updated all GIS maps |
| | 11/20/15 | 1.50 | Phone conference with Callan/revisions to DPA |

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

| Employee | Date | Time (in hours) | Description |
|-----------------|-------------|----------------------------|---|
| | | | Revisions to DPA; GIS map series made current; new market analysis via Business Analyst; meeting with Jim; research on plat/easements |
| | 11/23/15 | 4.00 | |
| | 11/24/15 | 0.50 | Meeting with Tom/Jim/Rick |
| | 12/03/15 | 0.50 | Final revisions to DPA |
| | | | Revisions to DPA - primarily assemblage section/phone conference with Callan |
| | 12/09/15 | 0.50 | |
| | 12/10/15 | 0.50 | Edits and Review of revisions with Jim |
| | 12/18/15 | 0.50 | Revisions to DPA/conference with Callan |
| | 12/21/16 | 0.50 | Revisions to DPA |
| | 01/04/16 | 0.50 | Organized all files/invoices |
| | | | FLU and Zoning graphics for rebuttal/tele conference with Harris, Callan, Dreggors |
| | 01/07/16 | 2.50 | |
| | 01/08/16 | 2.50 | Comparable sales analysis |
| | | | Continued comparable sales analysis - flyers for Henderson/Hatcher Properties and meeting with Jim |
| | 01/11/16 | 2.50 | |
| | 01/12/16 | 1.50 | Continued research on Hall comparables |
| | 01/13/16 | 1.00 | Revisions to map series for memo |
| | | | tele conference with Raymer/Sam considering comps analysis |
| | 01/14/16 | 1.00 | |
| | 01/25/16 | 1.00 | Tele with Callan; FLU/Comps research |
| | | | Revisions to rebuttal/GIS map created of parcels purchased 2005-2012 |
| | 01/26/16 | 3.50 | |
| | 01/27/16 | 2.00 | Revisions to Acquisitions Exhibit |
| | 03/04/16 | 0.50 | Tele conference with Callan Law |
| | | | Meeting at Callan Law; review of FLU and Zoning maps; tasks given for needed addendum |
| | 05/10/16 | 2.00 | |
| | | | Worked on revised timeline of Wekiva Parkway; meeting with Jim to discuss collection of evidence; revised DPA; coordinated with Katie about creation of Resolution 2007-02 map |
| | 05/27/16 | 3.00 | |
| | | | Reviewed JPA for annexation/small study area policy adoption; reviewed FLU element for relevant data; drafted addendum to report with West Area study, annexation process, process to entitlements; reviewed with Jim; general edits made meeting with Hall to review rebuttal; edits to Figure numbers and redlines on draft |
| | 06/01/16 | 5.50 | |
| | 06/02/16 | 2.50 | |
| | 06/08/16 | 2.50 | Meeting at Callan Law concerning addenda |

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

| Employee | Date | Time (in hours) | Description |
|-----------------|-------------|----------------------------|--|
| | 06/09/16 | 1.50 | Revisions to Memo; request for docs from City about Orchid Estates; got plat for Magnolia estates from Comptroller |
| | 06/10/16 | 2.00 | Revisions to Addendum; GIS maps; review with Jim; tele call with Callan Law |
| | 06/13/16 | 1.50 | Revisions to report; tele meeting with Calan Law |
| | 06/14/16 | 0.50 | Meeting with Pam about rebuttal report |
| | 06/15/16 | 1.50 | Revisions to memo; updated figures; review with Hall; sent to client |
| | 06/16/16 | 0.50 | Revisions to Maitland Blvd extension exhibits - placed on titleblock |
| | 06/22/16 | 0.50 | Updated DOS |
| | 11/03/16 | 1.00 | Titleblock & InDesign edits |
| | 12/07/16 | 0.50 | Tele Call with Pam; review of cul-de-sac rezoning app with City of Apopka |
| | 12/09/16 | 2.50 | GIS Comp Maps |
| | 01/12/17 | 0.50 | Scheduling for Depo |
| | 01/19/17 | 0.50 | Review of Duces Tecum and scheduling to prep for depo |
| | 01/27/17 | 1.50 | Scheduling and meeting with Callan Law, Hall |
| | 01/30/17 | 1.50 | Tele conference; start of collection of docs for trial; email correspondence with Pam and Katherine E. |
| | 01/31/17 | 1.50 | Collection of research on annexation - State Statutes, JPA, City of Apopka LDC; past annexation cycles |
| | 02/02/17 | 2.50 | Continued research on annexation; City of Apopka parcel specific with Project Orlando property |
| | 02/06/17 | 4.50 | Convo with Kyle Wilkes at the City; organization of Depo Docs per Duces Tecum; received annexation docs from City |
| | 02/07/17 | 0.50 | Request for invoice; tele conference with Pamela about annexation and delivery of documents |
| | 02/08/17 | 3.50 | Deposition Prep at Callan Law; collection of docs |
| | 02/17/17 | 1.50 | Organization of files for Monday's Depo |
| | 03/01/17 | 1.00 | Tele conference with Hall, Callan, Morris |
| | 03/06/17 | 3.00 | Review of deposition with Hall; errata sheet signed and sent to client |
| | 05/01/17 | 0.50 | Pam call |
| | 05/02/17 | 1.00 | Review of response to motion in limine |
| | | 96.00 | |
| Taniguchi | 05/17/16 | 3.00 | Work on the Wekiva Parkway history |

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

| Employee | Date | Time (in hours) | Description |
|-----------------|-------------|----------------------------|---|
| | 06/02/16 | 0.50 | Maitland Extension research |
| | 06/08/16 | 1.00 | Orlando Beltway history/timeline |
| | | 4.50 | |
| Wang | 05/13/13 | 5.00 | Reviewed project materials and created maps for development potential analysis. |
| | 05/14/13 | 4.00 | Revised maps and met with T. Callan re: development potential analysis. |
| | 05/20/13 | 2.00 | Reviewed infrastructure data and drafted development potential analysis. |
| | 05/21/13 | 2.00 | Reviewed infrastructure data and drafted development potential analysis. |
| | 05/24/13 | 3.50 | Coordinated data request with City of Apopka; reviewed Orange County Comprehensive Plan and drafted development potential analysis. |
| | 05/30/13 | 4.00 | Revised maps; reviewed Future Land Use Plan and Land Development Code; coordinated with Apopka re: data requests. |
| | 05/31/13 | 2.00 | Drafted sections re: Future Land Use Plan and Land Development Code. |
| | 06/03/13 | 3.00 | Revised maps; updated draft with infrastructure data from City of Apopka. |
| | 06/11/13 | 1.00 | Reviewed draft and responded to comments. |
| | 06/13/13 | 1.00 | Revised draft in response to comments. |
| | 06/14/13 | 1.00 | Reviewed draft and responded to comments. |
| | 06/17/13 | 1.00 | Conducted market analysis and updated report. |
| | 06/18/13 | 1.00 | Conducted market analysis and updated report. |
| | 06/19/13 | 1.50 | Conducted market analysis and updated report. |
| | 06/20/13 | 1.00 | Conducted market analysis and updated report. |
| | 06/28/13 | 0.50 | Discussed next steps for development potential analysis with J. Hall, G. Zhang and R. Guo. |
| | 07/05/13 | 1.50 | Researched and drafted sections of development potential analysis. |
| | 07/26/13 | 0.50 | Call with J. Hall, R. Guo and G. Zhang re: development potential analysis and related follow-up. |
| | 08/02/13 | 0.50 | Continued drafting development potential analysis. |
| | 08/08/13 | 1.00 | Review of draft DPA with Jim |
| | 08/09/13 | 0.50 | Reviewed Apopka information and updated development potential analysis. |
| | 08/20/13 | 1.00 | Reviewed Apopka information and updated development potential analysis. |

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

| Employee | Date | Time (in hours) | Description |
|-----------------|--------------|----------------------------|---|
| | 08/22/13 | 2.00 | Reviewed Apopka information and updated development potential analysis. |
| | 08/23/13 | 2.00 | Reviewed Apopka information and updated development potential analysis. |
| | 11/22/13 | 0.50 | Updated DPA draft |
| | 01/23/14 | 2.00 | Reviewed appraiser's report and updated development potential analysis |
| | 01/24/14 | 1.00 | Reviewed appraiser's report and updated development potential analysis |
| | 01/30/14 | 1.50 | Revised development potential analysis. |
| | 01/31/14 | 4.00 | Revised development potential analysis. |
| | 02/03/14 | 1.00 | Updated Development Potential Analyses |
| | | 52.50 | |
| | Total | 246.00 | |

Invoice Number 3 -
 Period Covered -
 12/1/13 to 6/6/17

June 6, 2017

To: Thomas Callan
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, Florida 32806
 Attn: Accounts Payable

| DATES | DESCRIPTION | HOURS | RATE | AMOUNT |
|--------------|--|--------------------|----------|---------------------------|
| | Client: Cynthia and Robert Henderson Matter: (1374 Plymouth Sorrento Rd, Apopka FL) | | | |
| See Attached | Items from Invoice 1 Meetings and calls with attorneys and clients and review of documents. (50% allocation with Hatcher) | 1.7 | \$350.00 | \$ 595.00 |
| See Attached | Physical inspections of sites and market area and corridor. (50% allocation with Hatcher) | 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 Hatcher) | 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 | Items from Invoice 2 Meetings and calls with attorneys to discuss rebuttal report and review documents. (50% allocation with Hatcher) | 0.8 | \$350.00 | \$ 280.00 |
| See Attached | Research and draft rebuttal report. (50% allocation with Hatcher) | 2.9 | \$350.00 | \$ 1,015.00 |
| See Attached | Review files, documents, and meetings with attorneys to prepare discuss second addendum and rebuttal report. | 3.5 | \$350.00 | \$ 1,225.00 |
| See Attached | Research and draft rebuttal report, 2 nd addendum and rebuttal report. | 7.1 | \$350.00 | \$ 2,485.00 |
| | <u>SUB TOTAL INVOICE 2 – Rebuttal Reports (6/24/16)</u> | <u>14.3</u> | | <u>\$ 5,005.00</u> |
| | Expenses | | | None |
| | Note: Hour Detail Sheet Attached | | | |

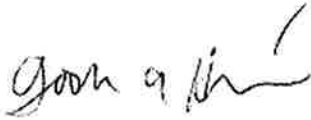
Lakemont Group

2037 Shaw Lane, Orlando, FL 32814

INVOICE

| DATES | DESCRIPTION | HOURS | RATE | AMOUNT |
|--------------|--|--------------------|----------|----------------------------|
| | Client: Cynthia and Robert Henderson Matter: (1374 Plymouth Sorrento Rd, Apopka FL) | | | |
| See Attached | Items from Invoice 3 Preparation for deposition, preparation of file for CFX attorney review, review of prior testimony, review of CFX rebuttal reports and depositions. Update and confirm research ahead of deposition. | 21.3 | \$350.00 | \$ 7,455.00 |
| 2/27/17 | Deposition by CFX attorney. | 8.0 | \$350.00 | \$ 2,800.00 |
| See Attached | Review new documents from CFX, generate and prepare trial exhibits, review case documents and deposition transcripts, prepare for trial. | 15.1 | \$350.00 | \$ 5,285.00 |
| | <u>SUB TOTAL INVOICE 3 – Deposition and Trial Prep (6/6/17):</u> | <u>44.4</u> | | <u>\$ 15,540.00</u> |
| | Expenses | | | None |
| | TOTAL DUE: | | | <u>\$ 25,480.00</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
 2037 Shaw Ln
 Orlando, FL 32814

Hour Detail Sheet

Client: Cynthia and Robert Henderson

Matter: 1374 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 | 5/10/2016 | 2.3 | Meeting and work session to discuss scope of rebuttal report | 100% | 1.3 |
| JH | 5/25/2016 | 0.6 | update and research econ indicators | 100% | 1.6 |
| JH | 5/29/2016 | 0.7 | draft second rebuttal report - market area issues | 100% | 0.7 |
| JH | 5/31/2016 | 1.1 | draft second rebuttal report - impacts of the project section | 100% | 1.1 |
| JH | 6/8/2016 | 2.7 | finalize and proof 2nd addendum | 100% | 2.7 |
| JH | 6/8/2016 | 0.8 | meeting to discuss 2nd addendum | 100% | 0.8 |
| JH | 6/9/2016 | 1.1 | meeting to discuss 2nd addendum | 100% | 1.1 |
| JH | 6/15/2016 | 1 | edit and transmit 2nd addendum | 100% | 1.0 |
| JH | 6/15/2016 | 0.3 | call to discuss 2nd addendum | 100% | 0.3 |
| JH | 2/10/2017 | 1.4 | Review Carpenter rebuttal report and file documents | 100% | 1.4 |
| JH | 2/18/2017 | 0.7 | Prepare trial exhibits | 100% | 0.7 |
| JH | 2/19/2017 | 1.3 | Update maps and charts, finalize trial exhibits | 100% | 1.3 |
| JH | 2/22/2017 | 2.6 | Compile documents requested by CFX, prepare for depo | 100% | 2.6 |
| JH | 2/23/2017 | 1.6 | Review case file, reports, prepare for depo | 100% | 1.6 |
| JH | 2/23/2017 | 0.6 | Call with counsel regarding depo prep | 100% | 0.6 |
| JH | 2/24/2017 | 3.4 | Review of economic data and condemnation blight documents | 100% | 3.4 |
| JH | 2/24/2017 | 0.8 | Call with counsel regarding depo prep | 100% | 0.8 |
| JH | 2/25/2017 | 4.2 | Review case file, reports, prepare for depo | 100% | 4.2 |
| JH | 2/26/2017 | 5.7 | Prepare file and exhibits for deposition, review docs produced, prep for depo | 100% | 5.7 |
| JH | 2/27/2017 | 8 | Deposition by CFX Attorney | 100% | 8.0 |
| JH | 3/1/2017 | 2.2 | Prepare additional trial exhibits - given Depo questions | 100% | 2.2 |
| JH | 3/1/2017 | 1.2 | Call with counsel regarding trial exhibits | 100% | 1.2 |
| JH | 3/3/2017 | 1.7 | Review deposition transcript | 100% | 1.7 |
| JH | 3/6/2017 | 3 | Meeting with attorney, appraiser, discuss market data and growth trends, FONSI | 100% | 3.0 |
| JH | 3/7/2017 | 2.7 | Review depo transcript and complete errata, correct errors | 100% | 2.7 |
| JH | 3/8/2017 | 0.5 | Call with attorney to discuss new housing sales data | 100% | 0.5 |
| JH | 3/9/2017 | 0.5 | Call with attorney to explain sales trends data | 100% | 0.5 |
| JH | 3/10/2017 | 0.8 | Update charts of sales trend data | 100% | 0.8 |
| JH | 3/10/2017 | 1.5 | Review depositions of David Hall and James Hall | 100% | 1.5 |
| Total | | 90.5 | | | 72.8 |

Lakemont Group

2037 Shaw Lane, Orlando, FL 32814

INVOICE

Invoice Number 2 -
 Period Covered -
 12/1/13 to 6/10/16

June 10, 2016

To: Thomas Callan
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, Florida 32806
 Attn: Accounts Payable

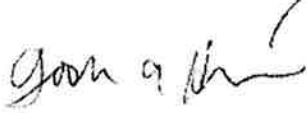
| DATES | DESCRIPTION | HOURS | RATE | AMOUNT |
|--------------|--|--------------------|----------|---------------------------|
| | Client: Cynthia and Robert Henderson Matter: (1374 Plymouth Sorrento Rd, Apopka FL) | | | |
| See Attached | Items from Invoice 1 Meetings and calls with attorneys and clients and review of documents. (50% allocation with Hatcher) | 1.7 | \$350.00 | \$ 595.00 |
| See Attached | Physical inspections of sites and market area and corridor. (50% allocation with Hatcher) | 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 Hatcher) | 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 Hatcher) | 0.8 | \$350.00 | \$ 280.00 |
| See Attached | Research and draft rebuttal report. (50% allocation with Hatcher) | 2.9 | \$350.00 | \$ 1,015.00 |
| | <u>SUB TOTAL – 1st Rebuttal Report</u> | <u>3.7</u> | | <u>\$ 1,295.00</u> |
| See Attached | Review files, documents, and meetings with attorneys to prepare discuss second addendum and rebuttal report. | 3.2 | \$350.00 | \$ 1,120.00 |
| See Attached | Research and draft rebuttal report. | 6.1 | \$350.00 | \$ 2,135.00 |
| | <u>SUB TOTAL – 2nd Addendum and Rebuttal Report</u> | <u>9.3</u> | | <u>\$ 3,255.00</u> |
| | Expenses | | | None |
| | TOTAL DUE: | | | <u>\$ 9,485.00</u> |
| | Note: Hour Detail Sheet Attached | | | |

Lakemont Group

2037 Shaw Lane, Orlando, FL 32814

INVOICE

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: Cynthia and Robert Henderson

Matter: 1374 Plymouth Sorrento Rd, Apopka FL

| Person | Date | Time | Description | Allocation | Alloted 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 | 5/10/2016 | 2.3 | Meeting and work session to discuss scope of rebuttal report | 100% | 1.3 |
| JH | 5/25/2016 | 0.6 | update and research econ indicators | 100% | 1.6 |
| JH | 5/29/2016 | 0.7 | draft second rebuttal report - market area issues | 100% | 0.7 |
| JH | 5/31/2016 | 1.1 | draft second rebuttal report - impacts of the project section | 100% | 1.1 |
| JH | 6/8/2016 | 2.7 | finalize and proof 2nd addendum | 100% | 2.7 |
| JH | 6/8/2016 | 0.8 | meeting to discuss 2nd addendum | 100% | 0.8 |
| JH | 6/9/2016 | 1.1 | meeting to discuss 2nd addendum | 100% | 1.1 |
| Total | | 44.8 | | | 27.1 |

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: 6/7/2017

Invoice Number: 193005H-3

Invoice Amount Due: **\$52,135.13**

**JOB: SR 429, Parcel 112
Henderson
Engineering Analysis**

| Description | Hours | Rate | Fee | Total |
|---------------------------|-------|----------|-------------|--------------------|
| Principal(DLM) | 125.5 | \$265.00 | \$33,257.50 | \$33,257.50 |
| Senior Engineer (KSH) | 20.5 | \$210.00 | \$4,305.00 | \$4,305.00 |
| Project Engineer (BPB) | 3.0 | \$155.00 | \$465.00 | \$465.00 |
| Senior Designer (JRR, MP) | 93.0 | \$125.00 | \$11,625.00 | \$11,625.00 |
| Subtotal | | | | \$49,652.50 |
| Expenses (5%) | | | | \$2,482.63 |
| Total Fee Due | | | | \$52,135.13 |

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for Daniel L. Morris, P.E.

193005H

Job Name SR429, P112/712, Henderson

| <i>Date</i> | <i>Hours</i> | <i>Task</i> | <i>Work Description</i> |
|-------------|--------------|-------------|--|
| 12/10/2013 | 2.5 | | prepare for and attend site meeting with owner, experts and attorney |
| 6/9/2015 | 2.5 | | research lighting plans/details for Low Area Bridge |
| 7/13/2015 | 4.5 | | prepare for and make site visit to mark approximate center of proposed culdesac |
| 7/15/2015 | 3.0 | | prepare for and attend meeting with owners, experts and attorney |
| 8/11/2015 | 5.5 | | research details on lighting, bridge structure, pond sections, etc for exhibits |
| 8/13/2015 | 5.5 | | research and exhibit coordination for bridge piles and pile capes, and lighting details |
| 9/9/2015 | 3.5 | | coordinate exhibit updates |
| 9/14/2015 | 3.5 | | research and exhibit coordination for bridge plans and fencing |
| 9/17/2015 | 6.5 | | research retaining wall details and layouts, compile plans and send to visualist, prepare for and attend mtg with experts and attorney |
| 9/23/2015 | 3.5 | | coordinate exhibit preparation |
| 10/5/2015 | 3.5 | | review overall exhibit, send to animator |
| 10/21/2015 | 4.5 | | research and compile latest aesthetic plans for visualist |
| 11/2/2015 | 3.5 | | compile and send updated construction plans to visualist |
| 11/14/2015 | 2.5 | | coordinate before and after access exhibit |
| 11/21/2015 | 9.0 | | preliminary engineering report |
| 11/23/2015 | 3.5 | | compile latest construction plans and site photos |
| 12/2/2015 | 3.0 | | exhibit coordination |
| 12/4/2015 | 3.0 | | review appraisal report and property appraiser information |
| 12/11/2015 | 3.0 | | update preliminary engineering report / coordinated update of exhibits |
| 1/7/2016 | 1.0 | | prepare for and attend conf call with experts and attorney |
| 6/21/2016 | 4.5 | | review appraisal updates, prepare for and attend conf call with experts and attorney |
| 6/27/2016 | 4.0 | | assist in settlement negotiations / mediation |
| 10/4/2016 | 3.0 | | review 100% and RFC plans for changes |
| 2/7/2017 | 4.0 | | site observation and measurements on new driveway, |
| 2/8/2017 | 4.0 | | preliminary estimate of cost to reconstruct driveway |
| 2/13/2017 | 6.0 | | prepare for and attend meeting with attorney for deposition preparation and case review |

| | | |
|-----------|-----|-----------------------------------|
| 2/16/2017 | 6.0 | preliminary lot yeild review |
| 2/17/2017 | 5.0 | preliminary lot yeild 90 x 120 |
| 2/22/2017 | 3.0 | organizing files per duces tecum |
| 3/2/2017 | 5.0 | coordinate exhibit updates |
| 3/3/2017 | 4.0 | prepare for and attend deposition |

Total Hours: 125.5

Work Descriptions for Kevin S. Hebert, PE

193005H

Job Name *Wekiva Parkway, Robert & Cynthia Henderson*

| <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. |
| 4/13/2015 | 6.0 | Structural plan coord, review, analysis |
| 4/14/2015 | 3.0 | Structural plan coord, review, analysis |
| 7/13/2015 | 4.5 | prep and site visit to stake CL of cul-de-sac, analyze new material / plans for construction. |
| 8/26/2015 | 0.5 | analysis |
| <i>Total Hours:</i> | <i>20.5</i> | |

Work Descriptions for Brad P. Baskind, EI

193005H

Job Name *Wekiva Pkwy, Henderson*

| <i>Date</i> | <i>Hours</i> | <i>Work Description</i> |
|----------------------------|--------------|---|
| 2/20/2017 | 2.0 | Research existing plans through SJRWMD permit. |
| 2/21/2017 | 1.0 | Delivered exhibit documents to Callan Law Firm. |
| <i>Total Hours:</i> | 3.0 | |

Work Descriptions for John R. Russell

193005H

Job Name Henderson P1123 SR 429

| <i>Date</i> | <i>Hours</i> | <i>Task</i> | <i>Work Description</i> |
|-------------|--------------|-------------|--|
| 3/18/2015 | 1.0 | | Download & Review Files |
| 3/18/2015 | 2.0 | | Re-Calculate Before Conditions , Draft & Label Boundary per New Field Survey |
| 3/18/2015 | 2.0 | | Re-Calculate, AOT Draft & Label Boundary per New Field Survey |
| 3/18/2015 | 1.0 | | USGS, FEMA, Aerial & Location Map Exhibits |
| 3/19/2015 | 2.0 | | Re-Calculate, AOT Conflict w/ Bearings on Surveys |
| 3/23/2015 | 3.0 | | Draft Additional SR 429 Roadway Features |
| 3/23/2015 | 2.0 | | After Conditions Cross Section |
| 3/24/2015 | 1.0 | | After Conditions Cross Section |
| 3/27/2015 | 2.0 | | UnCured Remainder Remainder |
| 3/27/2015 | 1.5 | | Draft Roadway Drainage Features |
| 3/27/2015 | 1.0 | | Internal Check Plot & Revise |
| 3/27/2015 | 0.5 | | BackUp Electronic Files |
| 3/27/2015 | 1.5 | | Shade / Hatch Uncured Remainder |
| 4/12/2015 | 0.5 | | Review Low Area Bridge Structural Plans |
| 4/14/2015 | 1.0 | | Revise Cross Section to 1:1 Vert. / Hz. Scale |
| 4/16/2015 | 2.5 | | Draft Cross Section Bridge from Structural Plans |
| 7/14/2015 | 2.0 | | Shade Color Exhibits per Attorney Requests |
| 7/15/2015 | 1.0 | | CleanUp Reduce Scale Existing Survey & Plot on ED Border |
| 8/14/2015 | 2.5 | | Revise Cross Section - Add Lighting, Structural Piles & Extend Section to Southern R/W |
| 8/17/2015 | 1.5 | | Add Street Lighting & Update Roadway Striping |
| 9/9/2015 | 1.0 | | Revise Section, Label Light Fixtures, Revise Dates & Plot |
| 9/17/2015 | 1.0 | | Download and Extract FDOT Design Sheets |
| 9/17/2015 | 2.0 | | Draft Intersection & Bridge @ SR 429 & Connector Road |

| | | |
|---------------------|-------------|---|
| 9/18/2015 | 4.0 | Draft Intersection & Bridge @ SR 429 & Connector Road |
| 9/18/2015 | 2.5 | Draft Bridge @ SR 429 & North Road |
| 9/21/2015 | 2.0 | Draft R/W & Drainage |
| 9/21/2015 | 3.0 | Hatch / Shading |
| 9/22/2015 | 2.0 | Create Overall Roadway Exhibit |
| 9/22/2015 | 2.0 | Drainage Swales, Inlets & Slope Markers |
| 9/23/2015 | 1.5 | Hatch / Shading |
| 9/23/2015 | 1.5 | Drainage Swales, Inlets & Slope Markers |
| 9/23/2015 | 1.0 | Check Plot & Adjust Shading Colors |
| 11/22/2015 | 1.0 | Update Exhibits per Engineer Comments |
| 12/11/2015 | 3.0 | Update & Revise Exhibits per Attorney's Comments & RePlot |
| 2/15/2017 | 6.0 | CleanUp Existing Survey Cadd File |
| 2/16/2017 | 6.0 | Lot Yield Review - Design & Draft Lots 90x120 |
| 2/17/2017 | 6.0 | Lot Yield Review - Design & Draft Lots 95x132 |
| 2/18/2017 | 6.0 | Lot Yield Review - Design & Draft Lots 80x100 |
| 3/2/2017 | 4.0 | Overlay AOT on FDOT Pond Plan & Calculate Distances @ XS |
| 3/2/2017 | 1.5 | Rename Sheet Titles & Plot Exhibits for Engineer |
| 3/3/2017 | 3.0 | Revise Cross Section & Lot Yield Exhibits |
| Total Hours: | 91.5 | |

Work Descriptions for Mitchell Pentecost

193005H

Job Name *SR 429, 112/712 Henderson*

| <i>Date</i> | <i>Hours</i> | <i>Work Description</i> |
|--------------------|---------------------|--------------------------------|
|--------------------|---------------------|--------------------------------|

| | | |
|------------|-----|---|
| 11/24/2015 | 1.5 | Extract lighting, structure, striping, and aesthetic plans from roadway construction plans, place in job folder to send |
|------------|-----|---|

Total Hours: *1.5*

Power Acoustics, Inc.
 12472 Lake Underhill Rd #302
 Orlando, FL 32828

Invoice

| | |
|-----------|-----------|
| DATE | INVOICE # |
| 6/20/2016 | 16-06264 |

| |
|---|
| 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/Henderson |

| DESCRIPTION | QTY | RATE | AMOUNT, US\$ |
|--|-----|--------|--------------|
| 5/22/2016, Dave Parzych Review and provide references for TNM 2.5 modeling requirements | 7 | 210.00 | 1,470.00 |
| 5/23/2016, Dave Parzych review and summarize previous TNM 2.5 validations. | 4 | 210.00 | 840.00 |
| 6/6/2016, Dave Parzych Meeting with Tom Callan and Pamela Rathbone for TNM 2.5 Request for Admissions | 2 | 210.00 | 420.00 |
| Previous Invoice:#16-1241 \$6922.50 TOTAL =\$9652.50 | | | |
| Total, US Dollars | | | \$2,730.00 |

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.


Power Acoustics, Inc.
 12472 Lake Underhill Rd #302
 Orlando, FL 32828

Invoice

| | |
|----------|-----------|
| DATE | INVOICE # |
| 6/6/2017 | 17-06306 |

| |
|--|
| 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 | Henderson/CFX case |

| DESCRIPTION | QTY | RATE | AMOUNT, US\$ |
|---|-----|--------|--------------|
| Principal Consultant (see attached breakdown) | 11 | 210.00 | 2,310.00 |
| Previous Invoices: 16-1241 - \$6922.50, 16-06264 - \$2730.00 TOTAL Current + Previous: \$11962.50 | | | |
| Total, US Dollars | | | \$2,310.00 |

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: Henderson/CFX eminent domain

Client: Tom Callan

| Date | Time | Rate | Work Accomplished |
|-----------------|-------------|-------------------|---------------------------|
| 2/18/2017 | 6 | 210 | 1260 provide exhibit info |
| 3/22/2017 | 3 | 210 | 630 review files for depo |
| 3/23/2017 | 2 | 210 | 420 deposition |
| SUBTOTAL | 11 | \$2,310.00 | |


Power Acoustics, Inc.
 12472 Lake Underhill Rd #302
 Orlando, FL 32828

Invoice

| | |
|----------|-----------|
| DATE | INVOICE # |
| 1/4/2016 | 16-1241 |

| |
|---|
| 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 Henderson |

| 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: Henderson vs CFX eminent domain

Client: Tom Callan

| Date | Time | Rate | Work Accomplished |
|-----------------|-------------|-------------------|--|
| 12/9/2013 | 2 | 195 | Review files, google aerals 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 | |

DERANGO, BEST & ASSOCIATES

PROFESSIONAL REAL ESTATE APPRAISERS, ADVISORS & CONSULTANTS
1601 EAST AMELIA STREET, ORLANDO, FLORIDA 32803

INVOICE

January 4, 2016

Federal Tax ID #59-3541451

Mr. Thomas Callan
Thomas P. Callan, PA
921 Bradshaw Terrace
Orlando, Florida 32806

DB&A File No. 13-225

For Professional Services Rendered Concerning:

Real Estate appraisal services concerning Parcels 112/712 of the Central Florida Expressway Authority SR 429 Wekiva Parkway Extension Project Robert S. & Cynthia J. Henderson as Trustees located at 1374 Plymouth Sorrento Road, Apopka, Orange County, Florida.

Gross Fees to Date: \$6,588.00

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 #OV1506

January 3, 2016

Tom Callan
Callan Law Firm
921 Bradshaw Terrace
Orlando, Florida 32806

Re: Henderson Parcel
1374 Plymouth Sorrento Road

DESCRIPTION: Perform Eminent Domain work for the Henderson Parcel.

TOTAL COST: 11.5 Hrs x \$120.00/hr = \$1,380.00

Thank you.

Sincerely,
Bert Karpinski
Ovation Construction, Inc.



INVOICE

| INVOICE DATE | PROJECT NAME | INVOICE NUMBER |
|--------------|--------------|----------------|
| 1/4/16 | Henderson | Henderson01 |

| SOLD TO: | PROJECT LOCATION: |
|--|-------------------|
| Callan Law Firm 921 Bradshaw Terrace Orlando, FL 32806 | |

| DESCRIPTION OF WORK COMPLETE THIS INVOICE | | | AMOUNT |
|---|---------------------------------|--------------|-------------------|
| 2/27/15 | Call from Tom Callan | .25 | |
| 3/2/15 | Email from Stephane/set up file | .50 | |
| 3/2/15 | Email from Scott/ return Email | .25 | |
| 3/9/15 | Call to Henderson | .50 | |
| 3/12/15 | Email to Tom | .25 | |
| 3/20/15 | Site visit | 3.5 | |
| 3/22/15 | Estimate | 2.5 | |
| 3/31/15 | Review | 1 | |
| 4/1/15 | Meeting with Tom | .5 | |
| 4/6/15 | Estimate | 4.5 | |
| 4/7/15 | Estimate | 4 | |
| 4/8/15 | Estimate | 4 | |
| 6/2/15 | Call from Tom | .25 | |
| 6/11/15 | Estimate | 2 | |
| 7/13/15 | Meeting with Tom | 1 | |
| 7/14/15 | Estimate | 1.25 | |
| 8/24/15 | Emails | .50 | |
| 9/3/15 | Call to Tom | .25 | |
| 12/14/15 | Email to Courtney/estimate | 1.25 | |
| | Total | 28.25 | \$200.00 |
| TOTAL AMOUNT DUE THIS INVOICE | | | \$5,650.00 |

PSG CONSTRUCTION 09/26/96 PC-04

PLEASE MAKE PAYMENT TO:
PSG CONSTRUCTION
THANK YOU

P. O. Box 3386 • Winter Park, Florida 32790 • Telephone (407) 628-9660

Law Firm Cost

EXHIBIT A



INVOICE

41245

Accuright Surveys of Orlando, Inc.

2012 E. Robinson Street, Orlando, Florida 32803
Tel. (407) 894-6314, Fax. (407) 897-3777

Bill To:

Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806
Tel: (407) 426-9141 Fax: (407) 426-1548

Ship To:

Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806
Tel: (407) 426-9141 Fax: (407) 426-1548

| | | | | |
|---------------|-------------|------------------|------------|----------------|
| Invoice Date: | Invoice No. | Contact Name: | Ship Via: | Authorized by: |
| 1/8/15 | 41245 | FRANK A. RAYMOND | FAX & MAIL | Stephanie Tate |

Property Address: 1374 Plymouth Sorrento Rd**Lot:** PARCEL 75**Subdivision:** SEC 36 TOWN 20, Rng 27**Plat Book:****Page(s):****County:** ORANGE**Description of Land Survey Service****Cost**

| | |
|---|------------|
| Set 6-10 POL's on west line of property | \$1,400.00 |
| locate tree line across entire property | |
| locate all trees along the entrance drive | |

Please Pay This Amount > Invoice Total: \$1,400.00**Date Paid:**

Payment due upon receipt of services.
PLACE INVOICE NUMBER ON CHECK

VISA®**Check No:**



INVOICE

40418

Accuright Surveys of Orlando, Inc.

2012 E. Robinson Street, Orlando, Florida 32803

Tel. (407) 894-6314, Fax. (407) 897-3777

Bill To:

Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806
Tel: (407) 426-9141 Fax: (407) 426-1548

Ship To:

Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806
Tel: (407) 426-9141 Fax: (407) 426-1548

| | | | | |
|---------------|-------------|------------------|------------|----------------|
| Invoice Date: | Invoice No. | Contact Name: | Ship Via: | Authorized by: |
| 1/8/15 | 40418 | FRANK A. RAYMOND | FAX & MAIL | Stephanie Tate |

Property Address: 1374 Plymouth Sorrento Rd

Lot: PARCEL 75

Subdivision: SEC 36 TOWN 20, Rng 27

Plat Book:

Page(s):

County: ORANGE

Description of Land Survey Service**Cost**

| | |
|--|------------|
| Boundary, Topographic, and Utility Survey | |
| PRODUCE BOUNDARY DRAWING | |
| PRODUCE BOUNDARY AND TOPO DRAWING | |
| PRODUCE BOUNDARY AND TOPO DRAWING SHOWING R/W TAKING | \$5,800.00 |

Please Pay This Amount > Invoice Total: \$5,800.00

Date Paid:



Payment due upon receipt of services.

PLACE INVOICE NUMBER ON CHECK

VISA®

Check No:

Invoice

orlando@digitallegal.net
 300 S Orange Ave, Suite 950
 Orlando, FL 32801

| | |
|------------|-----------|
| Date | Invoice # |
| 10/31/2013 | 24798 |

| |
|---------------------|
| Tax ID # 59-3686416 |
|---------------------|

PAID
 11/22/2013

Bill To

Thomas P. Callan, PA
 921 Bradshaw Terrace
 Orlando, FL 32806

Ship To

| Client/Matter Number | Terms | Rep | Ship Date | Ordered by | DL Job Number |
|----------------------|--------|-----|------------|---------------|---------------|
| Henderson | Net 30 | AP | 10/31/2013 | Holly Rapejle | 10218 |

| Quantity | Item Code | Description | Rate | Amount |
|----------|---------------------|--------------|-------|--------|
| 142 | Digital Imaging | B&W Scans | 0.10 | 14.20T |
| 33 | Digital Imaging-... | Color Scans | 0.75 | 24.75T |
| 426 | Blowbacks | B&W Prints | 0.08 | 34.08T |
| 99 | Blowbacks-color | Color Prints | 0.75 | 74.25T |
| 1 | CD Creation | Master CD | 25.00 | 25.00T |

| | | |
|---|------------------|-----------------|
| Thank you for your business. We look forward to working with you again. | Subtotal | \$172.28 |
| 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 | \$11.20 |
| | Total | \$183.48 |
| WE CANNOT ACCEPT THIRD PARTY BILLING RESPONSIBILITY | | |

Invoice

orlando@digitallegal.net
 300 S Orange Ave, Suite 950
 Orlando, FL 32801

| | |
|------------|-----------|
| Date | Invoice # |
| 11/14/2014 | 26583 |

| |
|---------------------|
| Tax ID # 59-3686416 |
|---------------------|

PAID
 12/23/2014

| |
|---|
| Bill To |
| Thomas P. Callan, PA 921 Bradshaw Terrace Orlando, FL 32806 |

| |
|---------|
| Ship To |
| |

| | | | | | |
|----------------------|--------|-----|------------|----------------|---------------|
| Client/Matter Number | Terms | Rep | Ship Date | Ordered by | DL Job Number |
| Henderson | Net 30 | JF | 11/14/2014 | Stephanie Tate | 11043 |

| Quantity | Item Code | Description | Rate | Amount |
|----------|-------------------|---------------------|------|--------|
| 18 | Blowbacks-Over... | B/W oversize prints | 5.00 | 90.00T |

| | | |
|---|------------------|----------------|
| Thank you for your business. We look forward to working with you again. | Subtotal | \$90.00 |
| 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 | \$5.85 |
| | Total | \$95.85 |

WE CANNOT ACCEPT THIRD PARTY BILLING RESPONSIBILITY

Hello, CYNTHIA HENDERSON

Monthly Account Summary

| | |
|----------------------------------|--------|
| Previous Balance | 50.99 |
| Payment Received - Mar. 20, 2015 | -50.99 |
| Balance Forward | .00 |
| Current Charges (see below) | 61.43 |

Total Amount Due \$61.43

Payment Due By Apr. 28, 2015

The Due Date On This Bill Applies To Current Charges Only

Current Charges Summary

| | |
|------------------------------------|----------------|
| Packages | 21.45 |
| Broadband | 9.95 |
| Voice | 23.74 |
| Taxes, Fees, and Surcharges | 6.29 |
| <hr/> | |
| Total Current Charges | \$61.43 |

Need Anything?

| | | |
|------------------|--------------------------------------|-----------------------|
| Call us: | Product, Services and Billing | 1-800-201-4099 |
| | Repair Service | 1-800-788-3600 |
| Visit us: | centurylink.com | |

PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

FOR CHANGE OF ADDRESS OR PAYMENT AUTHORIZATION:

Please check here and complete reverse. Thank You.

| | |
|-----------------------------|-----------|
| Account Number: | 311281770 |
| Amount Due By Apr. 28, 2015 | \$61.43 |

CYNTHIA HENDERSON
PO BOX 874
PLYMOUTH, FL 32768-0874

CenturyLink
P.O. Box 1319
Charlotte, NC 28201-1319

00003112817701000000000000000000000000000040415000000614320000000



CLERK OF THE CIRCUIT AND COUNTY COURT

RECORDS MANAGEMENT DIVISION
 P.O. BOX 4994
 425 NORTH ORANGE AVENUE, SUITE 150
 ORLANDO, FLORIDA 32802-4994

INVOICE

Please resubmit your original request along with the invoice and payment to the address listed above. Acceptable forms of payment includes money order, business or personal checks and cashier checks. Also, the following major credit cards are accepted; Visa, American Express, Discover or MasterCard. \$6.00 processing fee will be applied if you choose to pay by credit /debit card. If you have any questions regarding this invoice, please call the (407) 836-6321 for assistance.

ATTN: DAWN A. CULLEN

| | | |
|--------------------------|---|--|
| Invoice Date 04/20/12 | DEPUTY CLERK Juan Vazquez Ext. 74971 | CASE NUMBER/REFERENCE NUMBERS REF.# 05753 08CA33868 ORLANDO/ORANGE CO. EXPRESS. |
|--------------------------|---|--|

| QTY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|-----|------|-------------|-----------------|----------------|
| 12 | EACH | COPIES | \$1.00 | \$12.00 |
| 1 | EACH | POSTAGE | \$1.50 | \$1.50 |
| | EACH | | | \$0.00 |
| | EACH | | | \$0.00 |
| | EACH | | | \$0.00 |
| | EACH | | | \$0.00 |
| | EACH | | | \$0.00 |
| | | | Credit Card Fee | \$0.00 |
| | | | TOTAL | \$13.50 |
| | | | Amount Paid | \$0.00 |
| | | | Balance Due | \$0.00 |

CLERK OF THE COURT FEDERAL ID # 59-6000772

Please Circle One: Visa/ MC/ AMEX/ Discover

Credit card Number _____

Expiration Date _____

Name that appears on the card _____

Thank you Juan Vazquez



**ATTORNEYS' TITLE
FUND SERVICES, LLC**

P.O. BOX 628601
 ORLANDO, FL 32862-8601
 FOR PRODUCT QUESTIONS: 1-407-240-4440
 FOR BILLING QUESTIONS: 1-800-275-2843

Invoice No : 073000078300

Account : 2460600
 Deliver To :
 Name : THOMAS P CALLAN
 Address : 921 BRADSHAW TERR
 ORLANDO, FL 328060000

Order Date : 02/20/2013
 Invoice Date : 02/25/2013

Order No : 07-2013-000783
 Ordered By : DAWN

Product Code : 076 TITLE SEARCH REPORT
 Legal/Name Searched : BEG 400 FT N & 300 FT E OF SW COR OF NE 1/4 O
 F SE1/4 RUN E 1032.9 FT N 905.7 FT W 300 FT

Name : THOMAS P CALLAN
 Address : 921 BRADSHAW TERR
 ORLANDO, FL 328060000

Responsible Attorney :

| | | |
|-------------------|---|-----------|
| Customer Ref | : | HENDERSON |
| Payment Method | : | |
| Title Information | : | 150.00 |
| Fund Direct | : | |
| Delivery | : | |
| OTHER | : | |
| Total | : | 150.00 |

Invoice is DUE AND PAYABLE UPON RECEIPT



INVOICE

| | |
|---------------|-----------|
| Total Due | \$21.76 |
| Invoice No. | 2341-3619 |
| Invoice Total | \$21.76 |
| Acct. No. | 2341 |
| Period Ending | 2/28/2017 |
| 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 | 2341-3619 | 2/28/2017 | \$0.00 | \$21.76 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$21.76 |

----- cut and return with payment -----

| Date | OrdTrkID Caller/Ref# | Origin | Destination/POD | Base Charge | Additional Charges | Total |
|----------|--------------------------------------|---|--|---|---|---------------------------------------|
| 02/17/17 | 121.021717 Katherine Henderson | Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00 | Winderweeidle 329 N Park Ave Winter Park, FL 32789 Tracy Sewell 16:11 | \$19.50 1 Hr Emerge CAR Sc:Mileage | Tot Surcharges: Insurance [0.50] Fuel Surcharg [1.76] | \$21.76 \$2.26 [0.50] [1.76] |

| | |
|---------------|-----------|
| Invoice No. | 2341-3619 |
| Acct. No. | 2341 |
| Period Ending | 2/28/2017 |
| Page | 1 |

ASAP Courier Service
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

| | |
|---------------|---------|
| Invoice Total | \$21.76 |
| Acct Balance | \$21.76 |

Go to <http://www.asap-courier.com/> for online order entry.

A.S.A.P.

Courier

INVOICE

| | |
|---------------|-----------|
| Total Due | \$68.06 |
| Invoice No. | 2341-3679 |
| Invoice Total | \$68.06 |
| Acct. No. | 2341 |
| Period Ending | 05/15/17 |
| 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 | 2341-3679 | 05/15/17 | \$0.00 | \$68.06 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$68.06 |

----- cut and return with payment -----

| Date | OrdTrkID Caller/Ref# | Origin | Destination/POD | Base Charge | Additional Charges | Total |
|----------|--------------------------------------|---|---|---|--|---------|
| 05/04/17 | 181.050417 Katherine Hendersen | Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:3 Wt:1.00 | Winderweeple 329 N Park Ave Winter Park, FL 32789 S Sawel 16:24 | \$19.50 1 Hr Emerge CAR Sc:Mileage | Tot Surcharges: Insurance [0.50] Fuel Surcharg [2.34] | \$22.34 |
| 05/08/17 | 166.050817 Katherine 1100.02 | Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00 | ORANGE COUNTY COURT HC 425 N Orange Ave Chambers Orlando, FL 32801 Judges Box 15:31 | \$11.50 2 Hr Priority CAR Sc:Mileage | Tot Surcharges: Insurance [0.50] Fuel Surcharg [1.38] Tot Extras: Courthouse [1] [\$5] | \$18.38 |
| 05/09/17 | 141.050817 Katherine | Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00 | ORANGE CO COURTHOUSE 425 N Orange Ave 1100.02 Orlando, FL 32801 Mailbox Underwood fir 11 09:16 | \$19.50 1 Hr Emerge CAR Sc:Mileage | Tot Surcharges: Insurance [0.50] Fuel Surcharg [2.34] Tot Extras: Courthouse [1] [\$5] | \$27.34 |

| | |
|---------------|-----------|
| Invoice No. | 2341-3679 |
| Acct. No. | 2341 |
| Period Ending | 05/15/17 |
| Page | 1 |

ASAP Courier Service
7901 Kingspointe Parkway
Suite 26
Orlando, FL 32819
(407) 852-0000

| | |
|---------------|---------|
| Invoice Total | \$68.06 |
| Acct Balance | \$68.06 |

Go to <http://www.asap-courier.com/> for online order entry.

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2017001665
3/23/2017

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

~~Case Number: Orange 2013-CA-014398-O~~

Plaintiff:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Defendant:

CYNTHIA J. HENDERSON AND ROBERT S. HENDERSON, AS TRUSTEES UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT, DATED OCTOBER 25, 2006, AND KNOWN AS THE CYNTHIA J. HENDERSON REVOCABLE TRUST, ET AL.,

Received: 3/16/2017 Served: 3/18/2017 12:30 pm SUBSTITUTE - RESIDENTIAL
To be served on: LINNA DOHERTY F/K/A LINNA WEATHERMAN

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 !



**HARBOUR
DIGITAL**

eDiscovery Solutions & Technology

Harbour Digital & Associates, LLC

1000 East Robinson St.
Suite H
Orlando, Florida 32801

Invoice

| | |
|---------------------|-----------|
| Date | Invoice # |
| 03/09/2017 | 1192 |
| Tax ID#: 47-4307348 | |

| |
|---|
| Bill To |
| Callan Law Firm 921 Bradshaw Terrace Orlando, Florida 32806 |

| |
|--------------------------|
| Ship \ Deliver To |
| |

| | | | | | |
|----------------------|--------|-------|-----------|---------------|-----------------|
| Client/Matter Number | Terms | REP | Ship | HD Job Number | Ordered By |
| Henderson | Net 30 | House | 4/17/2017 | 4012 | Pamela Rathbone |

| Quantity | Item Code | Description | Price Each | Amount |
|---|----------------------|--|------------|-----------|
| 23 | Trial Exhibits-Color | 32x40 Print and Mount | 115.00 | 2,645.00T |
| 2 | Trial Exhibits-b/w | 32x40 Print and Mount | 60.00 | 120.00T |
| 2 | Trial Exhibits-Color | 32x40 Print and mount | 180.00 | 360.00T |
| 2.5 | Technical Labor | Downloading, Preparing, Digital cropping of boards | 125.00 | 312.50 |
| | Discount | | -171.87 | -171.87 |
| <p>Payment terms: Customer will pay all charges incurred in connection with the Project, in immediately available funds or as otherwise approved by Harbour Digital, within a commercially reasonable time period specified by Harbour Digital (Maximum Net 30 Days). Late payments bear interest at the rate of 1.5% per month.</p> | | | | |

| | | |
|---|-------------------------|------------|
| Thank you for your business. We look forward to working with you again. | Subtotal | \$3,265.63 |
| | Sales Tax (6.5%) | \$203.13 |
| 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 | \$3,468.76 |



**HARBOUR
DIGITAL**

eDiscovery Solutions & Technology

Harbour Digital & Associates, LLC

1000 East Robinson St.
Suite H
Orlando, Florida 32801

Invoice

| | |
|---------------------|-----------|
| Date | Invoice # |
| 03/09/2017 | 1195 |
| Tax ID#: 47-4307348 | |

| |
|---|
| Bill To |
| Callan Law Firm 921 Bradshaw Terrace Orlando, Florida 32806 |

| |
|--------------------------|
| Ship \ Deliver To |
| |

| | | | | | |
|----------------------|--------|-------|------|---------------|-----------------|
| Client/Matter Number | Terms | REP | Ship | HD Job Number | Ordered By |
| Henderson | Net 30 | House | | 4019 | Pamela Rathbone |

| Quantity | Item Code | Description | Price Each | Amount |
|---|----------------------|------------------------------------|------------|---------|
| 2 | Trial Exhibits-Color | Print and mount color trial boards | 115.00 | 230.00T |
| <p>Payment terms: Customer will pay all charges incurred in connection with the Project, in immediately available funds or as otherwise approved by Harbour Digital, within a commercially reasonable time period specified by Harbour Digital (Maximum Net 30 Days). Late payments bear interest at the rate of 1.5% per month.</p> | | | | |

| | | |
|---|-------------------------|----------|
| Thank you for your business. We look forward to working with you again. | Subtotal | \$230.00 |
| | Sales Tax (6.5%) | \$14.95 |
| 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 | \$244.95 |



Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

| | | |
|---|---------------------|----------------|
| Invoice No. | Invoice Date | Job No. |
| 364071 | 2/20/2017 | 371408 |
| Job Date | Case No. | |
| 2/16/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway vs. Cynthia Henderson and Robert Henderson | | |
| Payment Terms | | |
| Net 30 | | |

David Hall, ASA

| | | |
|---|--------|-----------------|
| Appearance Fee - First hour, deferred | | 95.00 |
| Appearance Fee - each additional hour, deferred | 5.50 | 412.50 |
| Estimated # of Pages | 233.00 | 0.00 |
| TOTAL DUE >>> | | \$507.50 |

Thank you for your business!

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

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

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 371408 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 364071 Invoice Date : 2/20/2017
Total Due : \$ 507.50

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

1-800-275-7991

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

INVOICE



Thomas P. Callan, Esquire
The Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| | | |
|---|---------------------|----------------|
| Invoice No. | Invoice Date | Job No. |
| 372058 | 3/2/2017 | 371408 |
| Job Date | Case No. | |
| 2/16/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway vs. Cynthia Henderson and Robert Henderson | | |
| Payment Terms | | |
| Net 30 | | |

| | | |
|---------------------------------------|--------------|-------------------|
| ORIGINAL TRANSCRIPT OF: | | |
| David Hall, ASA backorder | 238.00 Pages | 1,023.40 |
| Litigation Package - ASCII, Condensed | | 35.00 |
| Exhibit Charge - Scan Only | 676.00 Pages | 169.00 |
| Unedited ASCII - Per Page | 201.00 | 301.50 |
| Delivery, Process and Archive | | 40.00 |
| E-mail transcript | | 0.00 |
| TOTAL DUE >>> | | \$1,568.90 |

Thank you for your business!

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

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

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
The Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Job No. : 371408 BU ID : Central FL
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
Invoice No. : 372058 Invoice Date : 3/2/2017
Total Due : \$ 1,568.90

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

1-800-275-7991

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

INVOICE



Pamela Rathbone, Esquire
The Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| | | |
|---|---------------------|----------------|
| Invoice No. | Invoice Date | Job No. |
| 380217 | 3/16/2017 | 374783 |
| Job Date | Case No. | |
| 3/1/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway vs. Cynthia Henderson and Robert Henderson | | |
| Payment Terms | | |
| Net 30 | | |

ORIGINAL TRANSCRIPT OF:

| | | |
|--|--------------|-----------------|
| Glenn M. Pressimone, P.E. | 149.00 Pages | 640.70 |
| Appearance Fee | | 75.00 |
| Appearance Fee - Each Additional Hour | 2.50 Hours | 137.50 |
| Litigation Package - ASCII, Condensed | | 35.00 |
| Exhibit Charge - Per Page for Black and White Copies | 15.00 | 7.50 |
| Exhibit Charge - Per Page for Color Copies | 4.00 | 4.00 |
| E-mail transcript | | 0.00 |
| Delivery | | 20.00 |
| TOTAL DUE >>> | | \$919.70 |

Thank you for your business!

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

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

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Pamela Rathbone, Esquire
The Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Job No. : 374783 BU ID : Central FL
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
Invoice No. : 380217 Invoice Date : 3/16/2017
Total Due : \$ 919.70

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
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

| | | |
|---|---------------------|----------------|
| Invoice No. | Invoice Date | Job No. |
| 382082 | 3/22/2017 | 375454 |
| Job Date | Case No. | |
| 3/7/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway vs. Cynthia Henderson and Robert Henderson | | |
| Payment Terms | | |
| Net 30 | | |

| | | |
|---------------------------------------|--------------|-------------------|
| ORIGINAL TRANSCRIPT OF: | | |
| Jeffrey Newton | 184.00 Pages | 726.80 |
| Appearance Fee | | 75.00 |
| Appearance Fee - Each Additional Hour | 5.00 Hours | 275.00 |
| Condensed Transcript | | 20.00 |
| Exhibit Charge - Oversized Plans | 3.00 Unit | 29.25 |
| Exhibit Charge - Scan Only | 168.00 Pages | 42.00 |
| E-mail transcript | | 0.00 |
| ORIGINAL TRANSCRIPT OF: | | |
| John Speer | 24.00 Pages | 94.80 |
| Condensed Transcript | | 20.00 |
| Exhibit Charge - Scan Only | 85.00 Pages | 21.25 |
| E-mail transcript | | 0.00 |
| TOTAL DUE >>> | | \$1,304.10 |

Thank you for your business!

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

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 375454 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 382082 Invoice Date : 3/22/2017
Total Due : \$ 1,304.10

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
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

| | | |
|---|---------------------|----------------|
| Invoice No. | Invoice Date | Job No. |
| 386871 | 3/22/2017 | 375456 |
| Job Date | Case No. | |
| 3/9/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway vs. Cynthia Henderson and Robert Henderson | | |
| Payment Terms | | |
| Net 30 | | |

| | | |
|---------------------------------------|-------------------------------|-------------------|
| ORIGINAL TRANSCRIPT OF: | | |
| Scott Bear | 96.00 Pages | 412.80 |
| Appearance Fee | | 75.00 |
| Appearance Fee - Each Additional Hour | 5.50 Hours | 302.50 |
| Litigation Package - ASCII, Condensed | | 35.00 |
| Exhibit Charge - Scan Only | 310.00 Pages | 77.50 |
| Delivery | | 20.00 |
| E-mail transcript | | 0.00 |
| DVD/CD | | 45.00 |
| Unedited ASCII - Per Page | 77.00 | 115.50 |
| ORIGINAL TRANSCRIPT OF: | | |
| Mary Brooks | 35.00 Pages | 150.50 |
| Litigation Package - ASCII, Condensed | | 35.00 |
| Exhibit Charge - Scan Only | 49.00 Pages | 12.25 |
| | TOTAL DUE >>> | \$1,281.05 |

Thank you for your business!

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

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 375456 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 386871 Invoice Date : 3/22/2017
Total Due : \$ 1,281.05

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: _____ | | | | |



Pamela Rathbone, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

| | | |
|---|---------------------|----------------|
| Invoice No. | Invoice Date | Job No. |
| 385696 | 3/22/2017 | 376767 |
| Job Date | Case No. | |
| 3/8/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway vs. Cynthia Henderson and Robert Henderson | | |
| Payment Terms | | |
| Net 30 | | |

ORIGINAL TRANSCRIPT OF:

| | | |
|---------------------------------------|----------------|-------------------|
| Walter Carpenter, MAI CRE | 220.00 Pages | 946.00 |
| Appearance Fee | | 95.00 |
| Appearance Fee - Each Additional Hour | 6.50 Hours | 357.50 |
| Litigation Package - ASCII, Condensed | | 35.00 |
| Exhibit Charge - Scan Only | 1,853.00 Pages | 463.25 |
| Delivery | | 20.00 |
| E-mail transcript | | 0.00 |
| TOTAL DUE >>> | | \$1,916.75 |

Thank you for your business!

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

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

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Pamela Rathbone, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 376767 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 385696 Invoice Date : 3/22/2017
Total Due : \$ 1,916.75

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

1-800-275-7991

PAYMENT WITH CREDIT CARD



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

INVOICE



Thomas P. Callan, Esquire
The Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

| | | |
|---|---------------------|----------------|
| Invoice No. | Invoice Date | Job No. |
| 389611 | 3/31/2017 | 379594 |
| Job Date | Case No. | |
| 3/23/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway vs. Cynthia Henderson and Robert Henderson | | |
| Payment Terms | | |
| Net 30 | | |

| | | |
|--|-------|-----------------|
| Linna Doherty f/k/a Linna Weatherman | | |
| Appearance Fee - First hour, deferred | | 95.00 |
| Appearance Fee - each additional hour, deferred | 0.50 | 37.50 |
| Exhibit Charge - Per Page for Black and White Copies | 35.00 | 17.50 |
| Estimated # of Pages | 75.00 | 0.00 |
| TOTAL DUE >>> | | \$150.00 |

35 B/W copies made, charges apply.

Thank you for your business!

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

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

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
The Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Job No. : 379594 BU ID : Central FL
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
Invoice No. : 389611 Invoice Date : 3/31/2017
Total Due : \$ 150.00

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
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

| | | |
|---|---------------------|----------------|
| Invoice No. | Invoice Date | Job No. |
| 398257 | 4/5/2017 | 379594 |
| Job Date | Case No. | |
| 3/23/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway vs. Cynthia Henderson and Robert Henderson | | |
| Payment Terms | | |
| Net 30 / After 30 days, 1.5% Mo. | | |

ORIGINAL TRANSCRIPT OF:

| | | |
|--|-------------|-----------------|
| Linna Louise Doherty; Backorder | 72.00 Pages | 284.40 |
| Litigation Package - ASCII, Condensed | | 35.00 |
| Exhibit Charge - Per Page for Black and White Copies | 31.00 | 15.50 |
| Exhibit Charge - Per Page for Color Copies | 4.00 | 4.00 |
| E-mail transcript | | 0.00 |
| Delivery, Process and Archive | | 40.00 |
| TOTAL DUE >>> | | \$378.90 |

Thank you for your business!

To pay online visit www.orangelegal.com/payments

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

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

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

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 379594 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 398257 Invoice Date : 4/5/2017
Total Due : \$ 378.90

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

1-800-275-7991

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

INVOICE



Milestone Reporting Company
P.O. 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

Pamela M. Rathbone, Esquire
Callan Law Firm P.A.
921 Bradshaw Terrace
Orlando FL 32806

| | | |
|--|---------------------|----------------|
| Invoice No. | Invoice Date | Job No. |
| 114710 | 2/23/2017 | 82812 |
| Job Date | Case No. | |
| 2/20/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway Authority vs. Henderson, at all | | |
| Payment Terms | | |
| Net 30 | | |

DEPOSITION OF:
James Hall_ROUGH

353.40

TOTAL DUE >>>

\$353.40

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.

Pamela M. Rathbone, Esquire
Callan Law Firm P.A.
921 Bradshaw Terrace
Orlando FL 32806

Invoice No. : 114710
Invoice Date : 2/23/2017
Total Due : \$ 353.40

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 82812
BU ID : MRC
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority vs.
Henderson, at all

INVOICE



Milestone Reporting Company
P.O. 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

Pamela M. Rathbone, Esquire
Callan Law Firm P.A.
921 Bradshaw Terrace
Orlando FL 32806

| Invoice No. | Invoice Date | Job No. |
|--|------------------|---------|
| 114844 | 2/28/2017 | 82812 |
| Job Date | Case No. | |
| 2/20/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway Authority vs. Henderson, at all | | |
| Payment Terms | | |
| Net 30 | | |

ORIGINAL AND 1 COPY OF TRANSCRIPT OF:
James Hall_FINAL

1,027.70

TOTAL DUE >>>

\$1,027.70

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.

Pamela M. Rathbone, Esquire
Callan Law Firm P.A.
921 Bradshaw Terrace
Orlando FL 32806

Invoice No. : 114844
Invoice Date : 2/28/2017
Total Due : \$ 1,027.70

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 82812
BU ID : MRC
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority vs.
Henderson, at all

INVOICE



Milestone Reporting Company
P.O. 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

| | | |
|--|---------------------|----------------|
| Invoice No. | Invoice Date | Job No. |
| 114939 | 3/2/2017 | 84266 |
| Job Date | Case No. | |
| 2/27/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway Authority v Cynthia Henderson | | |
| Payment Terms | | |
| Net 30 | | |

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

ROUGH DRAFT OF:

Joshua Harris, Ph. D._ROUGH

268.20

TOTAL DUE >>>

\$268.20

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

Job No. : 84266 BU ID : MRC
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority v Cynthia Henderson
Invoice No. : 114939 Invoice Date : 3/2/2017
Total Due : \$ 268.20

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____

Card Number: _____

Exp. Date: _____

Phone#: _____

Billing Address: _____

Zip: _____

Card Security Code: _____

Amount to Charge: _____

Cardholder's Signature: _____

Email: _____

INVOICE



Milestone Reporting Company
P.O. Box 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. |
|--|------------------|---------|
| 115046 | 3/6/2017 | 84266 |
| Job Date | Case No. | |
| 2/27/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway Authority v Cynthia Henderson | | |
| Payment Terms | | |
| Net 30 | | |

ORIGINAL & ONE COPY OF DEPOSITION OF:

Joshua Harris, Ph. D._FINAL

1,312.00

TOTAL DUE >>>

\$1,312.00

8:30-4:07 p.m.

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: **\$1,312.00**

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. : 115046
Invoice Date : 3/6/2017
Total Due : \$1,312.00

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 84266
BU ID : MRC
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority v
Cynthia Henderson

INVOICE



Milestone Reporting Company
P.O. Box 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. |
|--|------------------|---------|
| 115801 | 4/4/2017 | 83437 |
| Job Date | Case No. | |
| 2/22/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway Authority vs. Henderson, et al. | | |
| Payment Terms | | |
| Net 30 | | |

| | |
|--|-------------------|
| ORIGINAL & ONE COPY OF DEPOSITION OF: Joint Hendersons - | 368.75 |
| ORIGINAL & ONE COPY OF DEPOSITION OF: Cynthia Henderson - | 549.75 |
| ORIGINAL & ONE COPY OF DEPOSITION OF: Robert Henderson - | 545.00 |
| TOTAL DUE >>> | \$1,463.50 |

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. : 115801
Invoice Date : 4/4/2017
Total Due : \$ 1,463.50

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 83437
BU ID : MRC
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority vs.
Henderson, et al.

INVOICE



Milestone Reporting Company
P.O. Box 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

| Invoice No. | Invoice Date | Job No. |
|--|------------------|---------|
| 115797 | 4/4/2017 | 85077 |
| Job Date | Case No. | |
| 3/13/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway Authority vs. Henderson, et al. | | |
| Payment Terms | | |
| Net 30 | | |

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

ONE COPY OF DEPOSITION OF:

Richard Dreggors (Continuation)

791.90

TOTAL DUE >>>

\$791.90

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. : 115797
Invoice Date : 4/4/2017
Total Due : \$ 791.90

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 85077
BU ID : MRC
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority vs.
Henderson, et al.

INVOICE

Milestone Reporting Company
P.O. Box 3426
Orlando FL 32802
Phone:(407) 423-9900 Toll Free (855) MY-DEPOS
Fax:(407) 841-2779

| Invoice No. | Invoice Date | Job No. |
|--|------------------|---------|
| 115968 | 4/12/2017 | 85277 |
| Job Date | Case No. | |
| 3/23/2017 | 2013-CA-014398-O | |
| Case Name | | |
| Central Florida Expressway Authority v Cynthia Henderson | | |
| Payment Terms | | |
| Net 30 | | |

Thomas P. Callan, Esq
Callan Law Firm P.A
921 Bradshaw Terrace
Orlando FL 32806

ONE COPY OF DEPOSITION OF:

Robert Henderson - RC -

164.90

TOTAL DUE >>>

\$164.90

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. : 115968
Invoice Date : 4/12/2017
Total Due : \$ 164.90

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 85277
BU ID : MRC-OUT
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority v
Cynthia Henderson

Attorneys' Title Fund Services, LLC
P.O. Box 628601
Orlando, FL 32862-8601



Invoice

Date: 04/27/2017
Number: 770337332

Thomas P. Callan
921 Bradshaw Terrace

Orlando, FL 32806

Customer Number: 2460600

Order Date: April 24, 2017
Ordered By: Katherine Ewing

For Product Questions: (800)683-0392
Processing Branch: 107

| File Number | Transactee | Client's File # | Class/Description | Amount |
|--------------|------------|-----------------|---------------------------|-----------------|
| 443748 | | Henderson | Miscellaneous Search (06) | \$100.00 |
| Total | | | | \$100.00 |

Total Due \$100.00

Address Searched: Lake Todd EstatesFL

Legal Searched: N/A

Invoice is due and payable upon receipt. To ensure proper credit, please accompany payments with the invoice to the above address. A charge of \$20.00 or 5% of the check, whichever is greater, will be applied to all returned checks.

Thank you for your business! Visit our website at www.thefund.com

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

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

Petitioner,

CASE NO. 2013-CA-14398-O

Division 39

v.

Parcel: 112 (Parts A & B), 712

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions of a
certain Trust Agreement, dated October 25, 2006, and
known as the Cynthia J. Henderson Revocable Trust, et al.,

Respondents.

SETTLEMENT AGREEMENT AS TO EXPERT FEES AND COSTS

During settlement negotiations, Respondents, CYNTHIA J. HENDERSON and ROBERT S. HENDERSON, as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson Revocable Trust, 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 Trust Account of Respondent's attorney the sum of **ONE HUNDRED EIGHTY-FIVE THOUSAND FIFTY-NINE DOLLARS AND 92/100ths (\$185,059.92)** in full settlement and satisfaction of the following expert witness fees and costs incurred by Respondent in this case, specifically as follows:

| EXPERT FEES | INVOICED AMOUNT | SETTLEMENT AMOUNT |
|--------------------------------|----------------------------|------------------------------|
| Calhoun, Dreggors & Associates | \$67,594.00 | \$58,000.00 |
| Vanassee Hangen Brustlin, Inc. | 38,977.39 | 31,200.00 |
| Lakemont Group | 25,480.00 | 21,658.00 |
| MEI Civil | 52,135.13 | 42,205.00 |
| Ovation Construction, Inc. | 1,380.00 | 1,380.00 |
| PSG Construction | 5,650.00 | 5,650.00 |
| Subtotal | \$191,216.52 | \$160,093.00 |
| Law Firm Costs | \$25,285.87 | \$24,966.92 |
| TOTAL | \$216,502.39 | \$185,059.92 |

EXHIBIT B

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 \$63,142.50; Power Acoustics, Inc., in the sum of \$11,962.50, and DeRango, Best & Associates in the sum of \$6,588.00, 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 Order containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.


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

6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcels 112 (Parts A & B) and 712, 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. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary.

8. This Settlement Agreement, executed by counsel for the parties on this 10th day of January, 2018, contains all the agreements of the parties.



Print Name: Linda Lausa
Central Florida Expressway Authority


Print Name: Thomas P. Callan
THOMAS P. CALLAN, ESQ.
CALLAN LAW FIRM
Attorney for Respondents,
CYNTHIA J. HENDERSON and
ROBERT S. HENDERSON, as Trustees under
the provisions of a certain Trust Agreement,
dated October 25, 2006, and known as the
Cynthia J. Henderson Revocable Trust

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: January 11, 2018

SUBJECT: *Central Florida Expressway Authority v. Ronald Strier, et al.*,
Case No. 2014-CA-003641-O, Project: 429-203, Parcel 218
Owners: Donald and Annette Emery
Location: 3477 and 3449 West Kelly Park Road
Size of Parent Tract: 14.692 acres (whole take); Date of Value: June 16, 2014

PROPERTY DESCRIPTION

Donald and Annette Emery were the owners of Parcel 218, which is located on the north side of West Kelly Park Road, west of Plymouth Sorrento Road, in Apopka. The property has 1,140 feet of frontage on Kelly Park Road and is unimproved. It consists of 14.692 acres. CFX acquired title to the property pursuant to the entry of an Order of Taking and deposit on June 16, 2014.

SUMMARY OF CFX'S APPRAISAL REPORT

Walter Carpenter, MAI, appraised the property for CFX. He concluded that the highest and best use of the property is to hold for future commercial development until economic conditions improve and as dictated by market demand. Based upon the comparable sales approach, Mr. Carpenter estimated the value of Parcel 218 as of June 16, 2014 at \$1.75 per square foot (sf), considering comparable sales ranging from \$1.66 to \$6.48/sf, for a total of \$1,120,000.

OWNERS' ESTIMATE OF VALUE

In response, counsel for the property owners transmitted the settlement offer attached as **Exhibit A**. According to the letter, the owners hired Heyward Cantrell, who has not yet prepared an appraisal report, but advised the owners that he will value the property at approximately \$10.50/sf for a total of \$6,719,832. As additional backup, the owners' letter describes the land values of a number of neighboring parcels citing to the appraiser, the appraised value, and the settlement amount or jury verdict.

In addition to compensation for the property taken, counsel for the property owners noted that CFX's exposure is greater than just the value of the property taken. If one considers statutory attorney's fees at over \$1.1 million, interest at over \$1 million, and the experts' fees for both parties in excess of \$460,000, CFX's potential exposure could be over \$9,620,000.

Project: 429-203, Parcel 218
Owners: Donald and Annette Emery

SUMMARY OF NEGOTIATIONS

After ongoing discussions and additional research, review, and analysis, the parties reached a proposed settlement agreement for an all-inclusive settlement of **\$3,130,000**. One possible breakdown of this all-inclusive settlement is the sum of \$2,720,000 for the land and interest, \$20,000 in expert fees, and statutory attorney's fees of \$390,000. Although the property owners did not provide an appraisal report, the owners' letter credibly summarizes the appraisal reports in the area and describes the expected contents of an appraisal report.

REQUESTED ACTION

We respectfully request that the Right of Way Committee recommend to the CFX Board approval of an all-inclusive settlement in the amount of **\$3,130,000**, resolving all claims for compensation for the taking of Parcel 218, including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

Attachments:

- A. Settlement Offer
- B. Settlement Agreement

407-244-6272
KENT.HIPP@GRAY-ROBINSON.COM

December 8, 2017

**VIA ELECTRONIC MAIL AND
VIA REGULAR MAIL**

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

**COMMUNICATION IN AID OF
SETTLEMENT WITHOUT PREJUDICE**

**Re: CFX vs. Donald R. Emery & Annette M. Emery, et al.
Case No. 2014-CA-003641-O
Wekiva Parkway Project - Parcel No. 218**

Dear David:

In follow-up to my previous conversations with CFX verbally communicating my client's position on this longstanding matter, I want to provide you and your client with everything you need to reasonably resolve this case without further expense to the Authority.

The property that is the subject of this matter is owned by Don and Annette Emery who reside two parcels down from their property that was taken by the Authority. The Emery property consists of 14.69 acres or 640,000 +/- square feet of highly developable property which is 100% uplands. My firm and I were retained by the Emerys in 2011 to represent them on this matter. In June 2014, we provided CFX with a letter conveying and fully explaining a detailed settlement proposal, which CFX did not accept. In the intervening three years since that offer, numerous more favorable settlements and landowner verdicts have been obtained by adjacent owners with a lot of additional valuation information coming to light. Accordingly, please note that all prior settlement offers are void and will not be revisited. A current mutual resolution of this matter can only be based upon all of the facts and circumstances as of this date – which facts and circumstances are detailed below.

Throughout this process the Emerys have worked cooperatively with the Authority, its right-of-way agents, outside valuation consultants, Project Manager and counsel. While they did not want to have their property taken, the Emerys allowed us to stipulate to the taking of their property AND even allowed us to stipulate to the

Authority's request for a whole taking. Their stipulation avoided an extensive partial taking which would have been much more costly from an acquisition (expert fees) standpoint.

CFX's only offer to settle this parcel was for \$1,270,000 in August of 2014. This equates to about \$2 per square foot of land taken and is a mere \$150,000 above the stipulated floor amount of \$1,120,000 contained within the Stipulated Order of Taking.

As time has passed, we have paid careful attention to all of the important nearby OOCEA/CFX acquisitions and how they have been valued in appraisals, settlements, and jury verdicts. Nothing in the area is anywhere near as low as \$2 per square foot and almost all are above \$5/SF as shown on the attached aerial diagram and detailed as follows:

1. JDC PLANTS PROPERTY

The value of the Emery property has been treated and viewed unjustly by CFX. This is very evident when reviewing the appraisal of CFX's appraiser, Walter Carpenter, of the JDC Plants property a few yards southeast of the Emery property. There, Mr. Carpenter valued that similarly sized property at \$3/SF, nearly double the value Mr. Carpenter applied to the Emery property. The settlement of that parcel was even higher, at about \$4.25/SF.

2. KELLY PROPERTY

Immediately to the east of the Emery Property, an Orange County jury awarded the owners of the Kelly property \$5.25/SF for their poorly 'flag' shaped property with virtually no frontage on Kelly Park Road. Walter Carpenter, CFX's appraiser, valued the Emery property at 125% of his value of the Kelly Property because of its superior frontage and shape. If a jury were to treat the Emery property like the jury treated the Kelly Property, CFX would pay \$4,200,000 to the Emerys before statutory interest, attorneys' fees, experts' fees and costs, plus the Authority's own attorney's fees and costs.

3. HORNE PROPERTY

To the southeast, CFX settled the Horne property with my firm for \$5.13/SF for a property with a larger parent tract than the Emery property. (19.1 acres versus 14.7 acres)

4. CHAPMAN ORCHID PROPERTY

Another parcel that went before a jury, the Chapman Orchid property, showed the danger to CFX of trying these cases. In that case, the jury awarded **\$16/SF** for the land – adopting the per square foot value testified to by the owner's appraiser, Mr. Heyward Cantrell.

Also notable from the Chapman Orchid case is the amount of expert fees voluntarily paid by CFX in order to avoid a fee hearing. Owner's Counsel presented invoices from their experts in the amount of \$206,113.83 of which CFX's outside counsel recommended a settlement in the amount of \$192,300 "primarily because Respondent's [appraisal, engineering, land planning, and fixture appraisal] costs are less than CFX's" which totaled approximately \$170,000, \$47,000, \$31,000, and \$8,000 respectively. This means the total amount CFX paid its own experts is no less than \$256,000 and the total amount CFX paid all experts in the Chapman case was at least \$462,113.83.

5. PROJECT ORLANDO

To the immediate south of the Emery parcel, CFX's own appraiser valued the Project Orlando Property at \$5/SF while Project Orlando's appraiser valued that much larger parcel at \$7.90/SF. CFX recently settled the Project Orlando matter for a land value between \$5.90/SF and \$6.50/SF (depending on your view of the settlement) for a much larger taking and parent tract.

To date, we have kept expert costs low (less than \$25,000) in order to give CFX the opportunity to resolve this matter without a re-occurrence of what happened in these other cases where extensive experts' fees and costs were expended by both the property owners and CFX – all of which were paid for by CFX. However, if we are unable to reach a settlement in the near future, we will need to move forward with Mr. Cantrell's appraisal of the Emery property.

Based upon all of his prior work in the immediate area, Mr. Cantrell has advised that his value for the Emery Property would be approximately \$10.50/SF. This would mean the jury would hear, and could award, \$6,719,832 before statutory interest, attorneys' fees, expert's fees and costs. With interest owed from August 2014 through trial in December 2018, a jury verdict in this amount would bring with it over \$1,250,000 in interest. Adding in the \$460,000 in expert costs expended to try Chapman Orchids, CFX's "worst day" exposure therefore is in excess of **\$9,620,000** when all the interest, fees, and costs are factored in.

As a reasonable compromise between CFX's current position of \$1,120,000 and the Owners' current position of \$6,719,832, our client has authorized us to make an offer to resolve this matter for **\$4,160,000 to the Emerys** (i.e. exclusive of fees and costs). This is an exceptionally reasonable number in light of the facts outlined above. The expert costs and statutory attorney's fees would be the only additional amounts CFX would pay. Under this settlement scenario the owners are essentially waiving entitlement to over \$1,250,000 in prejudgment interest the CFX would owe if a jury verdict of \$6.50/PSF were decided.

Please let me know if you wish to resolve this case at this point or if we need to go forward to mediation and trial. Mr. Cantrell has advised that he should be able to provide us with a complete appraisal report within approximately ninety (90) days of when we request it from him. I will look forward to hearing from you.

Very truly yours,



Kent L. Hipp

Enclosures: Map of properties with Appraisal Values, Settlements and Verdicts

Cc: Donald R. Emery and Annette M. Emery
Nick Dancaescu, Esquire
Linda Lanosa, Esquire

Parcel No.: 218
 Owner: Emery
 Parent Tract: 14.69 Ac.
 CFX Appraiser: Carpenter
 Price Per SF: \$1.75/SF
 Owner Appraiser: Cantrell
 Price Per SF: @ \$10.50/SF

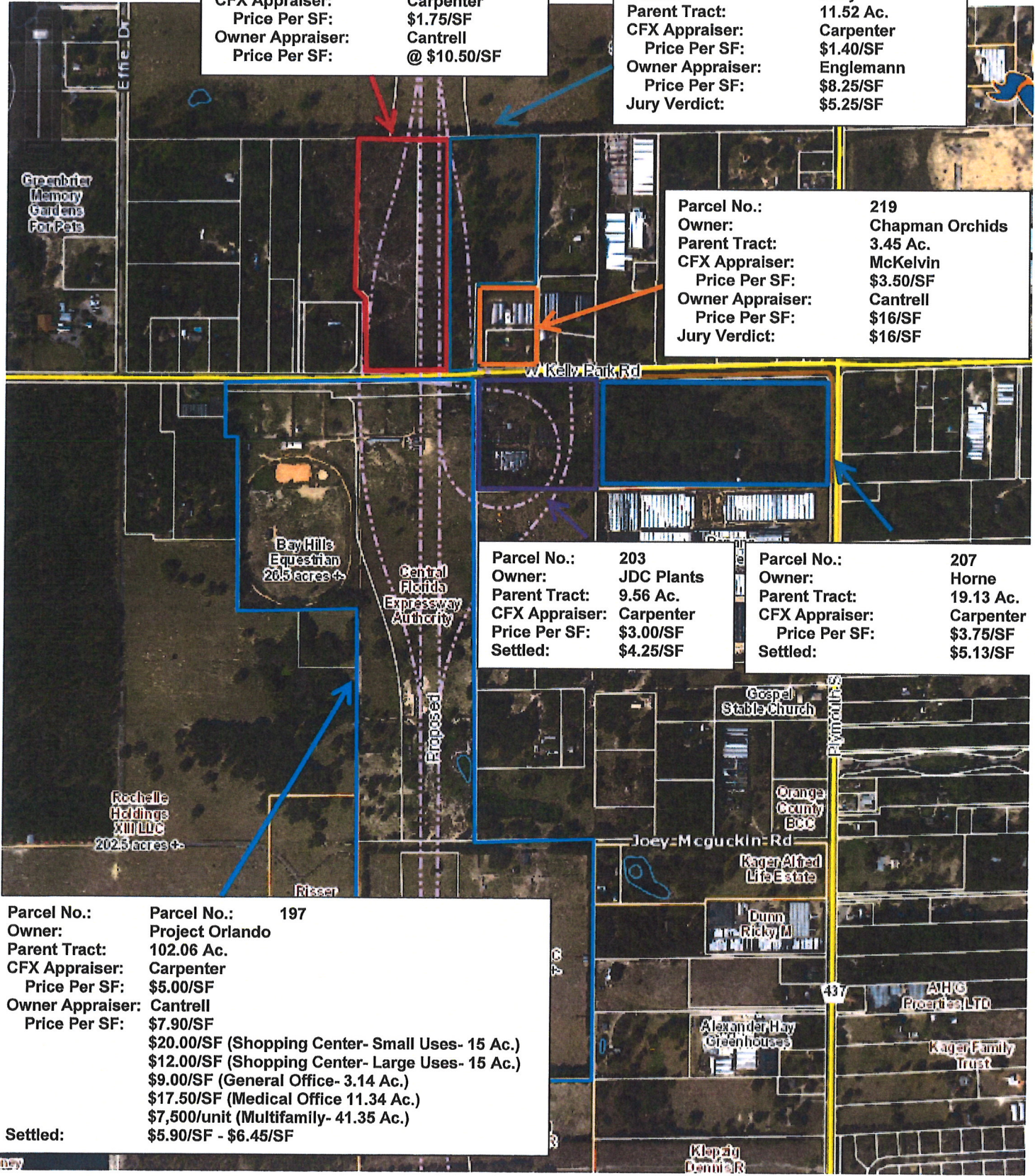
Parcel No.: 221
 Owner: Kelly
 Parent Tract: 11.52 Ac.
 CFX Appraiser: Carpenter
 Price Per SF: \$1.40/SF
 Owner Appraiser: Englemann
 Price Per SF: \$8.25/SF
 Jury Verdict: \$5.25/SF

Parcel No.: 219
 Owner: Chapman Orchids
 Parent Tract: 3.45 Ac.
 CFX Appraiser: McKelvin
 Price Per SF: \$3.50/SF
 Owner Appraiser: Cantrell
 Price Per SF: \$16/SF
 Jury Verdict: \$16/SF

Parcel No.: 203
 Owner: JDC Plants
 Parent Tract: 9.56 Ac.
 CFX Appraiser: Carpenter
 Price Per SF: \$3.00/SF
 Settled: \$4.25/SF

Parcel No.: 207
 Owner: Horne
 Parent Tract: 19.13 Ac.
 CFX Appraiser: Carpenter
 Price Per SF: \$3.75/SF
 Settled: \$5.13/SF

Parcel No.: 197
 Owner: Project Orlando
 Parent Tract: 102.06 Ac.
 CFX Appraiser: Carpenter
 Price Per SF: \$5.00/SF
 Owner Appraiser: Cantrell
 Price Per SF: \$7.90/SF
 Settled: \$20.00/SF (Shopping Center- Small Uses- 15 Ac.)
 \$12.00/SF (Shopping Center- Large Uses- 15 Ac.)
 \$9.00/SF (General Office- 3.14 Ac.)
 \$17.50/SF (Medical Office 11.34 Ac.)
 \$7,500/unit (Multifamily- 41.35 Ac.)
 \$5.90/SF - \$6.45/SF



EMERY PROPERTY—WEKIVA PARKWAY DIFFERENCES¹

Parcel No.: 218 – Fee Taking (Whole Take)
Area of Taking: 14.692 Acres (639,984 SF)
Date of Value: June 16, 2014

OOCEA

EMERY

[Appraiser Carpenter]

[Appraiser Cantrell]

LAND

\$ 1,120,000

\$ 6,719,832

[639,984 SF X \$1.75/SF]

[639,984 X \$10.50/SF]

INTEREST

\$ 0

\$ 1,250,017+/-

TOTAL

\$ 1,120,000³

\$ 7,969,849

OFFERS

\$ 1,270,000

1. Exclusive of Attorney's Fees, Experts' Fees and Costs.
2. Interest at statutory rate from June 16, 2014 date of value through December 3, 2018 date of trial.
3. Stipulated floor contained in the Order of Taking.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, CASE NO: 2014-CA-003641-O
body politic and corporate, and an agency of the state
under the laws of the State of Florida, Subdivision 39

Petitioner,

vs.

ROBERT STRIER and ADIS STRIER; ;

DONALD R. EMERY and ANNETTE M. EMERY, Parcel 218
husband and wife; OCTC — 2011 LLC, a Florida
limited liability company; CAP ONE AS COLL
ASSN RMCTL2013; ;

and SCOTT RANDOLPH, ORANGE COUNTY
TAX COLLECTOR, et al.,

Respondent(s).

SETTLEMENT AGREEMENT

As a result of ongoing settlement discussions, Respondents, DONALD R. EMERY and ANNETTE M. EMERY, husband and wife, and representatives of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, DONALD R. EMERY and ANNETTE M. EMERY, husband and wife, (referred to as "Respondents") the sum of THREE MILLION ONE HUNDRED THIRTY THOUSAND DOLLARS (\$3,130,000.00), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 218, 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 ONE MILLION ONE HUNDRED TWENTY THOUSAND DOLLARS (\$1,120,000). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of TWO MILLION TEN THOUSAND DOLLARS (\$2,010,000), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

EXHIBIT B

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 Parcel 218, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim. Respondents represent that there are no apportionment claims.

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*.

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 11th day of January 2018, contains all the agreements of the parties.




Print Name: Linda Lanasa
Central Florida Expressway Authority


Print Name: _____
Counsel for CFX

Print Name: —
Mediator



Print Name: Donald R. Emery
Owner


Print Name: Annette Emery
Owner


Print Name: Kent L. Hipp
Attorney for Owner

INTERLOCAL AGREEMENT FOR THIRD-PARTY FUNDING

By and Between

OSCEOLA COUNTY, FLORIDA

AND

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

joined for limited purposes by

[INSERT NAME OF ESCROW AGENT]

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INTERLOCAL AGREEMENT FOR THIRD-PARTY FUNDING

THIS INTERLOCAL AGREEMENT FOR THIRD-PARTY FUNDING (this "Funding Agreement") is made and entered into as of February *[to come]*, 2018, by and between Osceola County, a charter county and political subdivision of the State of Florida (referred herein to as the "County") and the Central Florida Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part III ("CFX," and, together with the County and CFX, the "Parties").

WITNESSETH:

WHEREAS, the County, CFX and the Osceola County Expressway Authority ("OCX") have entered into an Interlocal Agreement as of August 15, 2016 (the "Transition Agreement"), relating to various projects included in the OCX 2040 Master Plan, including the Osceola Parkway Extension from West of Boggy Creek Road to the Proposed Northeast Connector Expressway, including a proposed additional segment to the Osceola Parkway Extension Project commencing at the current terminus of the Osceola Parkway Extension Project as presently proposed in the Osceola County Expressway Authority Master Plan and extending east to a point which is approximately two miles east thereof to a point of intersection with a proposed new north-south arterial, which project is the subject of a project development and environment study conducted under FPID 432134-1-22-01, in Fiscal Year 2016/2017, said project being known as FM #439193-1-38-01 and FM #439193-1-48-01 (the "Osceola Parkway Extension"); and

WHEREAS, upon compliance with certain conditions, which the County and CFX acknowledge and agree have been satisfied, Section 4.03(C)(4) of the Transition Agreement requires the County to make all reasonable efforts to arrange for the transfer of any funds available from any governmental or non-governmental third party for the study, design, acquisition, financing, right-of-way acquisition or construction of the Osceola Parkway Extension to the payment of costs incurred by CFX in connection with the Osceola Parkway Extension; provided that any such transfer shall be subject to the terms, conditions and limitations under which such funds will be received by the County; and

WHEREAS, Section 4.03(C)(4) of the Transition Agreement further provides that the County and CFX may, by written agreement, mutually agree to provide for an alternative arrangement with respect to such funds; and

WHEREAS, \$33 million has been appropriated to the State of Florida Department of Transportation ("FDOT") for the design and acquisition of right-of-way for the Osceola Parkway Extension (the "FDOT Funds") that must be expended directly by the County; and

WHEREAS, an additional \$37 million has been placed in an escrow account by Farmland Reserve, Inc., a Utah nonprofit corporation ("FRI"), and All Aboard Florida – Operations, Inc., a Delaware limited liability company ("AAF") for the design and acquisition of right-of-way for the Osceola Parkway Extension (the "FRI/AFF Reimbursement Funds") that must be disbursed on a proportionate share basis with the FDOT Funds; and

WHEREAS, the County and CFX desire to enter into this Funding Agreement to provide an alternative arrangement for handling the FDOT Funds and FRI/AAF Funds, as contemplated by Section 4.03(C)(4) of the Transition Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the Parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

SECTION 1. RECITALS. The County and CFX acknowledge and agree that the foregoing recitals are true and correct and by this reference incorporated and made a part of this Funding Agreement.

SECTION 2. REPRESENTATIONS OF THE PARTIES.

(A) The County makes the following representations as the basis for the undertakings on the part of the CFX herein contained.

(1) The County is duly organized and validly existing as a political subdivision of the State.

(2) The County has full power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(3) The County is not in default under any provisions of the laws of the State of Florida (the "State") that are material to the performance of its obligations under this Agreement.

(4) The County has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by CFX, this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(5) To the County's knowledge, the authorization, execution and delivery of this Agreement and the compliance by the County with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree or order, or any provision of the Constitution or laws of the State relating to the County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound.

(6) To the County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County, threatened against or affecting the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the

transactions contemplated hereby, or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(B) CFX makes the following representations as the basis for the undertakings on the part of the County herein contained.

(1) CFX is duly organized and validly existing as a public body corporate and politic.

(2) CFX has full power to enter into the transactions contemplated by this Agreement, and to carry out its obligations hereunder.

(3) CFX is not in default under any provisions of the laws of the State that are material to the performance of its obligations under this Agreement.

(4) CFX has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the County, this Agreement constitutes a valid and legally binding obligation of CFX, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(5) To CFX's knowledge, the authorization, execution and delivery of this Agreement and the compliance by CFX with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree or order, or any provision of the Constitution or laws of the State relating to CFX or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which CFX is subject or by which it is bound.

(6) To CFX's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of CFX, threatened against or affecting CFX, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which CFX is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 3. AVAILABILITY OF THIRD-PARTY FUNDS.

(A) The FDOT Funds have been made available to the County under the terms of the Amendment to Joint Participation Agreement between the State of Florida Department of Transportation and Osceola County dated *[to come]* (the "JPA"). Pursuant to the JPA, \$500,000 of the FDOT Funds must be used for design (the "FDOT Design Funds") and \$32,500,000 of the FDOT Funds must be used for right-of-way acquisition (the "FDOT ROW Funds").

(B) The FRI/AAF Funds are made available to the County under the terms of the Osceola Parkway Extension Agreement dated May 12, 2015 (the "Extension Agreement") among FDOT, FRI and AAF, the Escrow Agreement dated December 8, 2015 (the "Escrow Agreement") among FRI, AAF and First American Title Insurance Company, and the Agreement between Farmland Reserve, Inc. and Osceola County dated *[to come]* (the "FRI Agreement" and, together with the Extension Agreement and the Escrow Agreement, the "FRI/AAF Reimbursement Agreements"). Pursuant to the FRI/AAF Reimbursement Agreements, the FRI/AAF Funds will be available to fund design and right-of-way acquisition for the Osceola Parkway Extension on the following proportionate share basis: FDOT Funds – 47.14 percent (the "FDOT Share"), and FRI/AAF Funds – 52.86 percent (the "FRI/AAF Share").

SECTION 4. CFX ESCROWED FUNDS. Due to the fact that the FDOT Funds and FRI/AAF Funds are being provided to the County on a reimbursement basis, and in an effort to expedite design and right-of-way acquisition for the Osceola Parkway Extension, CFX shall deposit the amounts required by Sections 5 and 6 hereof (the "CFX Escrow Funds"), to be held and disbursed in accordance with the terms and conditions set forth therein. *[Name of Escrow Agent to come]* (the "Escrow Agent") hereby agrees to act as escrow agent pursuant to the provisions of this Section, and to hold, safeguard and disburse the CFX Escrow Funds pursuant to the terms and conditions set forth in Sections 5 and 6 hereof. The CFX Escrow Funds shall be deposited and maintained in a non-interest-bearing account until disbursement thereof.

(A) The Escrow Agent agrees to perform all of the duties assigned to it under Sections 5 and 6 hereof, but shall not be liable for good faith actions or omissions hereunder, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, CFX hereto shall indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Section. Without limiting the foregoing, Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the CFX Escrow Funds or any loss of interest incident to any such delays.

(B) Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person or entity purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.

(C) Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the balance of the undisbursed CFX Escrow Funds to any successor Escrow Agent designated by CFX and approved by the County (which approval shall not be withheld

unreasonably) in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Funding Agreement. The resignation of Escrow Agent will take effect on the earlier of (1) the appointment of a successor (including by a court of competent jurisdiction), or (2) the day which is thirty days after the date of delivery of its written notice of resignation to the Parties hereto. If, at that time, Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to retain and safeguard the CFX Escrow Funds until receipt of a designation of successor Escrow Agent or a joint written disposition instruction by the Parties hereto or a final, non-appealable order of a court of competent jurisdiction.

(D) In the event of any disagreement between the Parties hereto resulting in adverse claims or demands being made in connection with the CFX Escrow Funds or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the CFX Escrow Funds until Escrow Agent shall have received (1) a final, non-appealable order of a court of competent jurisdiction directing delivery of the CFX Escrow Funds, or (2) a written agreement executed by the Parties hereto directing delivery of the CFX Escrow Funds, in which event Escrow Agent shall disburse the CFX Escrow Funds in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to Escrow Agent to the effect that the order is final and non-appealable. Escrow Agent shall act on such court order and legal opinion without further question.

(E) CFX shall pay Escrow Agent compensation for the services rendered by Escrow Agent hereunder at the rate of *[to come]*, and shall further reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in performance of its duties hereunder (including reasonable fees, expenses, and disbursements of its counsel). CFX shall also be responsible for payment of the fees and disbursements or any successor Escrow Agent.

(F) It is expressly understood and agreed that should the JPA or the Extension Agreement be terminated, this Funding Agreement shall be deemed terminated, and the Parties shall be released from any and all obligations arising hereunder. In such event and to the extent that the CFX Escrow Funds have been deposited into escrow with the Escrow Agent, those funds shall be immediately returned to CFX in full, with interest, if applicable and without setoff.

(G) This Section expressly sets forth or incorporates by reference all the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Funding Agreement against Escrow Agent.

SECTION 5. RIGHT-OF-WAY ACQUISITION.

(A) CFX shall identify parcels of property that are necessary for construction of the Osceola Parkway Extension and eligible for funding under the JPA and FRI/AAF Reimbursement Agreements, including but not limited to right-of-way and related easement, license, drainage and/or temporary construction rights (the "Parkway Extension Property"). All Parkway Extension Property proposed for acquisition prior to January 1, 2019, shall be within the general corridor identified for the Osceola Parkway Extension as of August 15, 2016, unless the corridor is altered in compliance with Section 4.01(B) of the Transition Agreement.

(B) CFX shall negotiate the business terms for acquisition of Parkway Extension Property by the County and prepare an acquisition agreement (each an "Acquisition Agreement"). Upon completion of each Acquisition Agreement and approval of the form thereof by the County Attorney, which approval shall not be withheld unreasonably, the Executive Director will submit a written request for acquisition to the County Manager, including a copy of the Acquisition Agreement that has been fully executed by the owner or owners of the property to be acquired. CFX agrees to provide Osceola County with a copy of its due diligence file for such portion of the Osceola Parkway Extension ROW, which shall include title reports, feasibility studies, appraisals, and such other documents as Osceola County may request. Each Acquisition Agreement will be presented to the Board of County Commissioners and, following approval by the Board of County Commissioners, executed by the County.

(C) Not later than five Business Days prior to the settlement date established pursuant to each Acquisition Agreement (each a "Closing Date"):

(1) the County shall notify CFX of the Closing Date and the total amount required to satisfy the County's obligation under the Acquisition Agreement, which shall include but not be limited to the purchase price and all fees and expenses (including legal fees and expenses of counsel for the County, if any) that may be due at the closing (the "Settlement Amount"); and

(2) the County shall deliver a special warranty deed, fully executed by the County, conveying the subject Parkway Extension Property to CFX.

For purposes of this Funding Agreement, the term "Business Day" means any day other than a Saturday, Sunday or a day on which commercial banking institutions are authorized or required by law, regulation or executive order to be closed in the State of Florida.

(D) Not later than two Business Days prior to the Closing Date, CFX will wire the Settlement Amount to the Escrow Agent.

(E) On the Business Day prior to the Closing Date, the Escrow Agent will wire the Settlement Amount to the County to advance fund the County's obligation under the Acquisition Agreement.

(F) On the Closing Date, the County shall:

(1) acquire the subject Parkway Extension Property and deliver a special warranty, fully executed by the seller, conveying the subject Parkway Extension Property to the County;

(2) submit a requisition to FDOT for the FDOT Share of the Settlement Amount; provided that the aggregate amount requisitioned from FDOT shall not exceed the FDOT ROW Funds; and

(3) submit a requisition to FRI for the FRI/AAF Share of the Settlement Amount; provided that if the requisition to FDOT is restricted by the aggregate limitation

set forth in the proviso to the foregoing clause (2), the requisition to FRI shall be reduced proportionately.

(G) Within five Business Days of receiving payment of a requisition submitted pursuant to the foregoing subsection (F), the County shall remit the sum received to CFX.

SECTION 6. DESIGN AND ENGINEERING.

(A) CFX shall select design engineers for the Osceola Parkway Extension (the "Design Engineers") pursuant to Section 287.055, Florida Statutes, and in accordance with its own procurement rules and procedures. CFX's procurement process shall constitute an intergovernmental cooperative purchase for purposes of the County's procurement code. The County and CFX shall enter into a three-party agreement with the Design Engineers (the "Design Agreement").

(1) The County's obligation under the Design Agreement shall be limited to payment of the first \$500,000 invoiced by the Design Engineers (the "County Payment Obligation").

(2) Prior to satisfaction of the County's Payment Obligation, copies of all documentation provided by the Design Engineers to CFX, including invoices, shall be provided to the County's Executive Director of Transportation & Transit and the County's Executive Director of Transportation & Transit shall be notified of and entitled to attend all meetings with the Design Engineers.

(B) Prior to satisfaction of the County's Payment Obligation, CFX shall wire funds to the County in an amount equal to each invoice, but not more than \$500,000 in the aggregate, to the County within ten Business Days of receipt of the invoice, to advance fund the County's Payment Obligation.

(C) The County shall pay the invoice amount, but not more than \$500,000 in the aggregate, in compliance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

(D) Upon payment of invoices, as required by the foregoing subsection (C), the County shall:

(1) submit a requisition to FDOT for the FDOT Share of the amount paid by the County; and

(2) submit a requisition to FRI for the FRI/AAF Share of the amount paid by the County.

(E) Within five Business Days of receiving payment of the requisitions required by the foregoing subsection (D), the County shall remit the sum received to CFX.

SECTION 7. INTERLOCAL AGREEMENT PROVISIONS. To the extent any provision of this Funding Agreement constitutes a joint exercise of power, privilege or authority

by and between the County and CFX, such provision shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969. This Funding Agreement shall be recorded with the Clerk of the Circuit Court of Osceola County and the Clerk of the Circuit Court of Orange County.

SECTION 8. DISPUTE RESOLUTION.

(A) The Parties agree to resolve any dispute related to the interpretation, performance or enforcement of this Agreement as outlined in this Section. Any Party may initiate the dispute resolution process by providing written notice to the other Party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If the Parties fail to resolve the dispute within 60 days of notice, the Parties shall attempt to resolve the dispute pursuant to the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, before filing suit related to the interpretation, performance or enforcement of this Agreement.

SECTION 9. JOINDER OF ESCROW AGENT. The Escrow Agent joins in the execution of this Funding Agreement for the sole purpose of agreeing to be bound by the provisions set forth in Sections 4 hereof and perform the obligations assigned to the Escrow Agent in Sections 5 and 6 hereof.

SECTION 10. BINDING EFFECT. This Funding Agreement shall inure to the benefit of and shall be binding upon Parties hereto and their respective successors and assigns.

SECTION 11. SEVERABILITY. If any provision of this Funding Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 12. AMENDMENTS, CHANGES AND MODIFICATIONS. No modification alteration or amendment to this Funding Agreement shall be binding upon any Party until such modification, alteration or amendment is reduced to writing and executed by all Parties hereto and filed in the Official Records of Orange County, Florida and Osceola County, Florida.

SECTION 13. EXECUTION IN COUNTERPARTS. This Funding Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14. APPLICABLE LAW. This Funding Agreement is made pursuant to Section 163.01, et seq., Florida Statutes, and shall be governed by and construed in accordance with the law of the State of Florida.

SECTION 15. IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS. No recourse shall be had for any payment due hereunder or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Funding Agreement against any past,

present or future officer, member, employee, director or agent of any of the Parties hereto as such, either directly or through a Party hereto, or any successor public or private corporation or entity thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Funding Agreement.

SECTION 16. CAPTIONS. The captions or headings in this Funding Agreement are for convenience only and are not intended to define, limit or describe the scope or intent of any provisions or sections of this Funding Agreement.

SECTION 17. PUBLIC AGENCIES. At all times prior to and during the term of this Funding Agreement, each of the Parties hereto shall constitute a "public agency" as that term is defined in Section 163.01(3)(b), Florida Statutes.

SECTION 18. ENTIRE AGREEMENT. This Funding Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 19. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Parties at the following addresses:

Osceola County, Florida:

Attn.: County Manager
County Attorney
1 Courthouse Square
Suite 4500
Kissimmee, FL 34741

Central Florida Expressway Authority:

Attn.: Executive Director
General Counsel
4974 Orl Tower Road
Orlando, Florida 32807

Either of the Parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola, Florida, has caused this Funding Agreement to be executed by its duly authorized officers as of February *[to come]*, 2018.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

IN WITNESS WHEREOF, the Central Florida Expressway Authority has caused this Funding Agreement to be executed and attested by its duly authorized officers as of February *[to come]*, 2018.

Two Witnesses as to CFX:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

(Printed Name) _____

By: _____

Attest:

(Printed Name) _____

By: _____

###[ESCROW AGENT]###

REQUEST FOR PROPOSALS

RIGHT-OF-WAY COUNSEL SERVICES

CONTRACT NO. 001363

PROPOSAL DUE DATE: DECEMBER 13, 2017

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**REQUEST FOR PROPOSALS
RIGHT-OF-WAY COUNSEL SERVICES**

CONTRACT NO. 001363

NOVEMBER 2017

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Note: Exhibit “D” is for informational purposes. Only the Awardee will be required to complete the form. Completion of the form will be during the contract execution phase.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTICE OF REQUEST FOR PROPOSALS TO PROVIDE
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001363**

The Central Florida Expressway Authority (CFX) requires the services of a qualified firm to provide right-of-way counsel services on an as-needed basis. Consideration will be given to only those respondents who are qualified to perform the work as determined by CFX. Proposal documents are available for download at the CFX web site located at <https://apps.cfxway.com/Procurement/Account/Login?ReturnUrl=%2fProcurement>. Proposer registration is required to access and download documents. Instructions for registration are provided on the website.

CFX has determined that the use of the request for proposals process is in its best interest for this solicitation and that the selection of a contractor based solely on the lowest price (invitation to bid process) is not practicable. The RFP process provides the opportunity for CFX to review and evaluate information that CFX feels is important and necessary to ensure that the selected proposer has the requisite qualifications, experience, and understanding of the project objectives from both a corporate and staffing standpoint to protect the health, safety and welfare of motorists. Review and evaluation of these criteria is not available using the invitation to bid process.

DESCRIPTION: Services shall be as detailed in the Scope of Services and may include, but are not necessarily limited to: coordination with CFX's right of way acquisition agent(s), project engineers, appraisers, planning consultants and other CFX consultants to plan and effectuate right of way easements and other property interests required for future CFX projects.

QUALIFICATION REQUIREMENTS: The firm must have experience providing similar services to governmental agencies and shall have performed continuous right-of-way counsel services for a minimum of five years. The Firm's attorneys assigned to this contract must be located within 50 miles of CFX's headquarters building.

Firms must demonstrate they have the ability to provide the services necessary throughout the duration of the contract and are willing to meet the requirements of CFX as stated in the Scope of Services.

Proposers that are corporations must be registered to do business in Florida prior to the submittal of the Proposal. CFX will evaluate and determine the relative ability of each Proposer to perform the required services based upon the information provided by the Proposer in response to the RFP.

DISADVANTAGED/MINORITY/WOMEN/BUSINESS ENTERPRISE PARTICIPATION: The Central Florida Expressway Authority hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation of local minority and women business enterprises on contracts awarded by CFX.

CODE OF ETHICS: All firms selected to work with CFX are required to comply with the CFX Code of Ethics, a copy of which is available on the CFX web site at www.cfxway.com.

PROPOSAL DUE DATE: Proposals will be received by CFX until 1:30 p.m. Orlando local time, on December 13, 2017, as shown on the time/date stamp clock at the receptionist's desk in the lobby. The clock will serve as the official instrument to determine when a proposal is received. A submittal that is clocked in after the date/time specified will be rejected and not accepted. Rejection of a submittal under those circumstances shall not be the basis of a protest pursuant to the CFX Procedure for Resolution of Protests.

EQUAL OPPORTUNITY STATEMENT: The Central Florida Expressway Authority, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, sex, national origin, age, religion and disability. CFX hereby notifies all Proposers and individuals that it requires and encourages equal employment opportunity for minority and women as employees in the workforce.

NON-SOLICITATION PROVISION: From the first date of publication of this Notice, no person may contact any CFX Member, Officer, Employee, or any evaluation committee member, with respect to this Notice or the services to be provided, except as related to the submittal requirements detailed in the RFP. Reference is made to the lobbying guidelines of CFX for further information regarding this Non-Solicitation Provision.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Aneth O. Williams
Director of Procurement

**PROPOSAL SUBMITTAL REQUIREMENTS
FOR
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001363
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**PROPOSAL SUBMITTAL REQUIREMENTS
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001363**

1.0 REQUEST FOR PROPOSAL (RFP)

1.1 INVITATION

The Central Florida Expressway Authority requests written Technical and Price Proposals from qualified firms to provide right-of-way counsel services on an as-needed basis. Refer to Exhibit A, Scope of Services, for more detailed information.

The Central Florida Expressway Authority hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation of local minority and women business enterprises on contracts awarded by CFX. Firms that are certified by the City of Orlando, Florida; Orange County, Florida, and the Florida Department of Transportation, or as a Disadvantaged Business Enterprises (based on membership to one of that agency's presumptive groups) are encouraged to submit proposals for these services.

For the purpose of this RFP, the term "Proposer" means the prime contractor acting for itself. The term "proposal" means the complete response of the Proposer to the request for proposals, including properly completed forms and supporting documentation.

1.2 BACKGROUND

CFX is an agency of the State of Florida, created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create CFX, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. CFX is responsible for the construction, maintenance and operation of toll roads in Seminole, Lake, Osceola, Brevard, and Orange Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the expressway system.

The CFX Board is made up of ten members, consisting of: (a) one member each appointed by the respective chairs of the county commissions of Orange, Seminole, Lake, Brevard, and Osceola Counties; (b) three citizens appointed by the Governor; (c) the Mayor of Orange County; and (d) the Mayor of the City of Orlando. The Florida Turnpike Enterprise Executive Director serves as a non-voting advisor. CFX is managed by an Executive Director appointed by the Board who is responsible for the day to day operations and oversees a staff of approximately 65 full-time employees.

CFX currently owns and operates 109 centerline miles of roadway in Orange County. The roadways include 22 centerline miles on State Road (SR) 408 (Spessard L. Holland East-West Expressway), 23 centerline miles on SR 528 (Martin B. Andersen Beachline Expressway), 33 centerline miles on SR 417 (Central Florida GreeneWay), 23 centerline miles on SR 429 (Daniel Webster Western

Beltway). Six centerline miles on SR 414 (John Land Apopka Expressway) and two centerline miles on SR 451

1.3 CONTRACT IDENTIFICATION

The contract is identified as CFX Contract No. 001363.

1.4 CONTRACTING AGENCY

The contracting agency is Central Florida Expressway Authority referred to herein as the “CFX”.

1.5 VERBAL INSTRUCTIONS AND ADDENDA

All questions relative to interpretation of the proposal documents or the procurement process shall be addressed in writing as indicated below. At CFX’s discretion, inquiries received within fourteen (14) days of the date set for the receipt of proposals may not be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addendum which, if issued, will be made available on CFX’s website for download by registered proposers no later than five (5) days before the date set for receipt of proposals. Oral answers will not be authoritative.

It will be the responsibility of the prospective proposer prior to submitting proposals to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge receipt of addenda on the Acknowledgement of Addendum form (page PSR-17). All addenda will be posted on CFX’s web site at <https://apps.cfxway.com/Procurement/Account/Login?ReturnUrl=%2fProcurement>.

Questions may be submitted via e-mail at RFP001363@CFXWay.com. All requests or questions should be clearly marked and must be received no later than 4:00 p.m., Orlando local time, on November 29, 2017.

No negotiations, decisions, or actions shall be initiated or executed by a Proposer as a result of any verbal discussions with an employee of CFX. Only those communications, which are in writing from CFX, may be considered as a duly authorized expression on behalf of CFX. Also, CFX will recognize only written communications from Proposers, which are signed by persons who are authorized to contractually bind the Proposers, as duly authorized expressions on behalf of the Proposers.

CFX will make available to all Proposers in receipt of the Request for Proposal, CFX’s written responses to a Proposer’s question(s) in the form of an addendum.

Although the RFP documents may have been made available to interested parties through various subscription services that may have posted the documents on the internet, prospective proposers may only rely on RFP documents obtained directly from CFX through the registration process described in the Notice of Request for Proposals. Questions and proposals will only be accepted from registered proposers.

1.6 AUTHORIZATIONS AND LICENSES

Proposers who are corporations must be authorized to do business in the State of Florida. Such authorization and licenses should be obtained by the Proposal due date and time. Proposers must be licensed in the State of Florida.

1.7 QUALIFICATIONS FOR SERVICES

1.7.1 GENERAL

CFX will determine whether the Proposer is qualified to provide the services being contracted based on the Proposer demonstrating in its proposal satisfactory experience and capability in the work area. The Proposer shall include the necessary experienced personnel and facilities to support the activities required by the Contract. The Proposer shall meet the following requirements in order to be considered:

1. The firm must have experience providing similar services to governmental agencies and shall have performed continuous right-of-way counsel services for a minimum of five years.
2. The firm shall be a legal entity in the State of Florida.
3. The Firm's attorneys assigned to this contract must be located within 50 miles of CFX's headquarters building.
4. Be covered for General Liability, Auto, Workers' Compensation and Professional Liability (Errors and Omissions) Insurance.
5. Have the servicing office located within the CFX jurisdictional area (Orange, Brevard, Lake, Osceola and Seminole Counties).

1.7.2 QUALIFICATIONS OF PERSONNEL

Those individuals who will be directly providing contract services must have demonstrated specific experience as detailed in the Scope of Services. Individuals whose qualifications are presented shall be committed to the project for its duration unless approved in writing by CFX.

1.8 RESERVATIONS AND RESPONSIVENESS OF PROPOSALS

1.8.1 RESERVATIONS

CFX reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the

proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of CFX's official file on this matter without obligation on behalf of CFX. The contents of the proposals are subject to the Florida Public Records Act.

1.8.2 RESPONSIVENESS OF PROPOSALS

All proposals shall be in writing. A responsive proposal is one which conforms in all material respects to the requirements contained herein. Proposals may be rejected if found to be irregular or not in conformance with these requirements and instructions. A proposal may be found to be irregular or non-responsive by reasons including, but not limited to, failure to use or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper or undated signatures.

Other conditions which may cause rejection of proposals include: evidence of collusion among Proposers; lack of experience or expertise to perform the required work; failure to perform or meet financial obligations on previous contracts; an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

Proposals will be disqualified if delivered or received after the date and time specified as the due date for submission. Disqualified Proposers will be notified in writing. Although these proposals will not be considered for evaluation they will be kept on file as disqualified.

1.8.3 MULTIPLE PROPOSALS

Proposals may be rejected if more than one proposal is received from an individual, firm, partnership, corporation, or combination thereof, (furnished as the prime Proposer) under the same or different names. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated.

1.8.4 WAIVERS

CFX may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on CFX's interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers.

1.8.5 CONTRACTUAL OBLIGATIONS

Each individual, partnership, firm, or corporation that is part of the successful Proposer's team, either by joint venture or subcontract, will be subject to, and comply with, the contractual requirements.

1.9 COST INCURRED IN RESPONDING

Neither CFX nor any other public agency shall be committed to pay any costs incurred by an individual, firm, partnership, or corporation in the submission of a proposal.

1.10 EQUAL OPPORTUNITY STATEMENT

Central Florida Expressway CFX, in accordance with the Provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., the Florida Civil Rights Act of 1992, as amended, § 760.10 et seq., Fla. Stat. (1996), and other federal and state discrimination statutes, prohibits discrimination on the basis of race, color, sex, age, national origin, religion, and disability or handicap. CFX requires and encourages equal employment opportunity for minority and women as employees in the work force.

1.11 CANCELLATION PRIVILEGES

The performance by CFX of any of its obligations under this RFP and subsequent Contract will be subject to and contingent upon the availability of monies lawfully appropriated for such purposes. If CFX deems at any time during the term of the Contract that monies lawfully applicable to the Contract are unavailable for the remainder of the Contract term, CFX will notify the Contractor in writing, whereupon the obligations of the parties herein shall end within thirty (30) days upon giving of such notice and the Contract shall be considered canceled by mutual consent.

2.0 PROPOSAL SUBMISSION

2.1 GENERAL

By submitting a proposal, the Proposer represents that he/she understands and accepts the terms and conditions to be met and the character, quality, and scope of services to be provided and shall comply with subsection 20.055(5), Florida Statutes. All proposals and associated forms shall be signed and dated in ink by a duly authorized representative for the Proposer.

2.2 SUBMITTAL REQUIREMENTS

The original and six (6) copies of the Technical Proposal, and one (1) compact disk with an electronic version in pdf format with a resolution of 300 dots per inch (dpi), shall be submitted in a sealed envelope(s), identified as the Technical Proposal, and bearing on the outside the following:

Proposal For: RIGHT-OF-WAY COUNSEL SERVICES
Contract No.: 001363
Submitted To: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Submitted By: PROPOSER'S NAME
PROPOSER'S ADDRESS
CITY, STATE, ZIP CODE

PROPOSER'S PHONE NUMBER
PROPOSER'S CONTACT NUMBER AND E-MAIL ADDRESS
DATE SUBMITTED

An original and one (1) copy of the Fee Schedule (Exhibit C) shall be submitted in a sealed envelope, separate from the Technical Proposal. The envelope shall be identified as the Fee Schedule and shall include the same information on the outside as shown for the Technical Proposal. Fee Schedules will be opened after evaluation of the Technical Proposals has been completed.

The contents of the Technical Proposals and Fee Schedules will not be disclosed to the public until after the evaluation and final selection, at which time, under the Florida Public Records Act and the Florida Sunshine laws, materials submitted by a Proposer and the results of CFX's evaluation will be available for public inspection. Proposers should take note of this as it relates to any proprietary information that might be included in the proposal package. CFX assumes no liability for disclosure or use of data submitted in response to this RFP for any purpose and may consider that the proposal was not submitted in confidence and, therefore, can be released under the Florida Sunshine laws and the Freedom of Information Act (5 U.S.C. 522).

2.3 TIME AND PLACE OF SUBMITTAL

The original and the required number of copies of the Technical Proposal and Fee Schedule shall be submitted to:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Aneth Williams
Director of Procurement

Proposals will be received on December 13, 2017, in the headquarters office of Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807 until 1:30 p.m., Orlando local time, as shown on the time/date stamp clock at the receptionist's desk in the lobby. The clock will serve as the official instrument to determine when a Proposal is received. A submittal that is received after the date/time specified will be rejected. Rejection of a submittal under those circumstances shall not be the basis of a protest pursuant to CFX Procedure for Resolution of Protests.

2.4 MODIFICATIONS, RE-SUBMITTAL AND WITHDRAWAL

Proposers may modify previously submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and shall be signed in the same manner as the proposal. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time.

2.5 PROPOSAL REVIEW PROCESS

An Evaluation Committee, hereinafter referred to as the Committee, will be established by CFX to review and evaluate each Technical Proposal. The Committee will be comprised of at least four persons with background, experience, and/or professional credentials in the service area.

Each member of the Committee will receive a copy of each Technical Proposal and will base his/her evaluation of each proposal on the same criteria in order to assure that value is uniformly established. The Committee will evaluate each Technical Proposal on its own merit without comparison to other proposals submitted. The Committee will assign rating factors based upon the evaluation criteria identified herein.

2.6 DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

CFX encourages participation of local minority and women business enterprises on contracts considered for an award. CFX has established a fifteen percent (15%) D/M/WBE participation objective for this project. Proposers requiring assistance or information with regard to D/M/WBE certification and utilization may contact the CFX Director of Supplier Diversity at (407) 690-5000.

The Proposer is encouraged to meet or demonstrate that it could not meet the participation objectives. Award of the Contract may be conditioned upon submission of the D/M/WBE participation information and upon satisfaction of the participation objectives or, if the objectives are not met, upon demonstrating that good faith efforts were made to meet the objectives.

Regarding submittal of the D/M/WBE Utilization Summary and Form (pages D-5 and D-6 of the Price Proposal), it is the intent of CFX that only the completed Utilization Summary (page D-5) be submitted with the Price Proposal. The apparent successful Proposer (determined after all scoring is complete) will be required to submit a completed Utilization Form (page D-6) and certificate for each of its proposed D/M/WBE subcontractors within three (3) business days after request by CFX. The D/M/WBE subcontractors listed by the apparent successful Proposer on the Utilization Summary submitted with the Price Proposal shall not be changed without prior written authorization from CFX. Each Utilization Form shall include:

- (1) The name and address of the certified D/M/WBE firm that will participate in the contract. Only D/M/WBEs certified by Orange County, Florida, or the City of Orlando, Florida, at the time the Price Proposal is submitted may be counted toward the D/M/WBE objectives. Firms certified by the Florida Department of Transportation as a Disadvantaged Business Enterprise will be accepted but must be a minority or women owned business. A copy of the current certification from one of these agencies shall be attached to the Utilization Form.
- (2) A description of the work the named D/M/WBE firm will perform.

- (3) The dollar amount of participation by the named D/M/WBE firm. (The total dollar amounts of all proposed D/M/WBE firms shall equal the Total Dollar Amount for D/M/WBE Participation Objective shown on the Utilization Summary submitted with the Price Proposal.)
- (4) An original signature of the D/M/WBE Representative submitting the quote to the Proposer.
- (5) An original signature by the apparent successful Proposer's representative.

If the D/M/WBE objective is not met, sufficient information shall be submitted to demonstrate that the Proposer made good faith efforts to meet the objective. Good faith efforts documentation shall be included in the envelope with the Price Proposal.

Good faith efforts shall indicate:

- (1) Whether the Proposer, at least seven days prior to the proposal submittal date, provided written notice to certified D/M/WBEs performing the type of work that the Proposer intends to subcontract, advising the D/M/WBEs (a) of the specific work the Proposer intends to subcontract; (b) that their interest in the Contract is being solicited; and (c) how to obtain information about and review and inspect the Proposal documents;
- (2) Whether the Proposer selected economically feasible portions of the work to be performed by the D/M/WBEs, including, where appropriate, breaking down contracts or combining elements of work into economically feasible units. The ability of the Proposer to perform the work with its own work force will not excuse the Proposer's failure to meet participation objectives;
- (3) Whether the Proposer provided interested D/M/WBEs assistance in reviewing the proposal documents;
- (4) Whether the Proposer submits all quotations received from D/M/WBEs, and for those quotations not accepted, an explanation of why the D/M/WBE will not be used during the course of the Contract;
- (5) Whether the Proposer assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (6) Whether the Proposer elected to subcontract types of work that match the capabilities of solicited D/M/WBEs; and

- (7) Whether the Proposer's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objectives.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Proposer made but also the quality, quantity and intensity of those efforts.

3.0 PROPOSAL FORMAT

3.1 TECHNICAL PROPOSALS

Proposals shall address each of the sections described below and how the Proposer intends to achieve the desired performance levels. The required information shall be clear, concise and understandable. If examples of reports are submitted, the Proposer shall explain the area being reported on and how the report addresses those issues.

No cost information or prices shall be included in the Technical Proposal. Inclusion of cost information or prices in the Technical Proposal may be sufficient cause for rejection of the submittal. The Technical Proposal shall include the following sections:

A. Transmittal Letter

The transmittal letter shall not exceed three (3) pages and shall summarize key points of the response to the Request to Proposals. The transmittal shall be signed by an officer of the firm who is responsible for committing the firm's resources. The transmittal letter shall include the following:

1. Name of the firm.
2. Name and title of the individual with responsibility for this response to whom matters regarding the response should be directed.
3. Mailing address.
4. Telephone and e-mail address of firm's primary contact
5. Brief narrative of the firm's qualifications to provide Right-of-Way Counsel services to CFX.
6. If proposing with a qualified D/M/WBE firm, provide the name and address of the D/M/WBE firm together with the name and telephone number of the contact person. If the proposing firm is a qualified D/M/WBE, that should be indicated.

B. Experience of the Firm:

A description of Right-of-Way Counsel services, specifically relating to the governmental sector, which the firm is capable of providing, together with an explanation of how these services might best assist CFX.

1. A representative list of the last five engagements for which your firm has served as Right-of-Way Counsel for clients of a similar size or nature as CFX.
2. Provide a list for the past 3 years of your firm's toll/transportation related experience serving as Right-of-Way Counsel. In lieu of toll/transportation experience, experience with other governmental agencies of a similar structure will be acceptable.
3. A description of any disciplinary action, administrative proceedings or malpractice claim or other like proceeding against the firm or any of its lawyers that would serve on this engagement, whether current, pending or threatened.

C. Experience of Attorneys Assigned:

1. Select the key personnel with your firm who will be responsible for this engagement. At a minimum, provide the following information for such key personnel and for each member of the professional staff proposed to be assigned to this engagement:
 - a. A brief résumé of the professional experience and qualifications of the individual.
 - b. An outline of the proposed function of the individual in the proposed engagement.
 - c. A description of the accessibility and availability of the individual during the course of the engagement.
 - d. The office location to which the individual is assigned.
2. A list of at least three (3) references for toll/transportation, or other governmental agencies of a similar structure, CFX may contact in order to assist in the evaluation of assigned attorneys' past performance as Right-of-Way Counsel. For each reference listed the information provided shall include the following:
 - a. Name and mailing address of the entity.

- b. Name and telephone number of your contact person within said entity.

D. Approach to Assignment:

Briefly describe your firm's approach to servicing CFX as a client to ensure that high quality services are provided in an effective and efficient manner. Include the assigned attorneys' availability for work group sessions, scheduled meeting and impromptu discussions. CFX has established a 15% objective for D/M/WBE participation. Documentation shall be submitted to verify the status of the D/M/WBE firm(s) as a disadvantaged, minority, or women-owned business enterprise.

E. Required Attachments to Proposal

Submit with the Technical Proposal the completed Conflict/Non-Conflict of Interest Statement and Litigation Statement form, the completed Drug-Free Workforce form, the completed Code of Ethics form.

3.2 PRESENTING THE TECHNICAL PROPOSAL

All items in the Technical Proposal shall be bound, punched and inserted in a three-ring binder or in some other manner organized such that portions will not become detached or lost. Tab dividers at the beginning of each section shall be provided. Duplication or quotation in detail from attached reference materials or marketing information is not necessary provided that a summary is included in the technical section and a clear and easy means to locate references to the information is provided. Font size for the Technical Proposal shall not be less than 10 point. The Proposal shall be limited to fifteen (15) pages, single-sided, 8½" x 11" sheets, exclusive of those items specifically identified above and the following:

- Transmittal Letter
- Front and back cover and divider sections
- Required forms to be completed
- Key staff resumes
- References List

3.3 OPTIONAL INTERVIEW

The four (4) firms with the highest point total after evaluation of the first three criteria in 4.2 below will be invited to sit for an interview with the Committee. The interview will last approximately 30 minutes. Shortlisted firms who fail to participate in the interview will be considered non-responsive and eliminated from further consideration by the Committee. More than 4 firms may be shortlisted at the Committee's option. If less than 3 firms submit responses, CFX, at its sole discretion, may elect to continue the selection process or re-advertise the project.

The standing of the shortlisted firms will not be disclosed by the Committee. During the interview,

the Committee will ask questions that will assist the Committee in evaluating the technical capability of the Proposer and key staff to provide the desired services. Only the Proposer’s Lead Counsel and other key staff assigned to this engagement should be present to answer the Committee’s questions. No audio/visual presentations will be allowed.

Interviews, if held, are tentatively scheduled for January 17, 2018, at CFX’s office. Invited firms will be notified by CFX of the time that the firm will be required to appear. Firms who fail to attend the interview will be considered non-responsive and eliminated from further consideration by the Committee. The standing of the individual firms being interviewed will not be disclosed by the Committee. The order of the interviews will be determined alphabetically by company name.

4.0 PROPOSAL SCORING

4.1 CRITERIA

Submittals shall demonstrate the firm’s understanding of the required services. The submittal shall be sufficiently detailed to enable the Committee to ascertain that the firm understands the requirements and is able to furnish services of the scope and complexity specified. Responses that are limited to a statement of “will comply” or a similar statement, which does not describe how each requirement will be met, will receive no technical credit. Responses which are merely a copy of the stated requirements are not desired and will receive no credit. Discussion of the firm’s past experience that is not germane to the specified services should not be included.

4.2 SCORING BY THE COMMITTEE

The evaluation of the Technical and Price Proposals will be conducted in two parts: technical and price with weighted points assigned to each segment.

Scoring of the Technical Proposal will be based on the excellence of the response. The Technical Proposal can receive a maximum of 90 points. Technical Proposals, including interviews if held, will be scored before the Price Proposals are opened.

Scoring of Technical Proposals will be as follows:

| | |
|----------------------------------|-----------|
| Experience of Firm | 25 |
| Experience of Attorneys Assigned | 25 |
| Approach to Assignment | 20 |
| Interview | <u>20</u> |
| SUBTOTAL | 90 |

Proposers are reminded that inclusion of any Price Proposal information in this or any other section of the Technical Proposal may result in its disqualification.

| | |
|--------------|-----------|
| Fee Schedule | <u>10</u> |
|--------------|-----------|

To be considered responsive to the requirements for the Price Proposal, all required cost items must be entered on the Price Proposal and the summation of these cost items will represent the Proposal amount.

The lowest responsive and responsible Price Proposal will receive the maximum of 10 points. The other Price Proposals will receive scores based on the following formula:

Low Price/Subject Price x 10 = Score. Example: If ABC, Inc., is the low price at \$100,000 and XYZ, Inc., has a price of \$110,000, the calculation would be: $100,000/110,000 \times 10 = 9.09$ points for XYZ, Inc. ABC, Inc., would receive the full 10 points for being the low price.

| | |
|----------------------|-----|
| TOTAL MAXIMUM POINTS | 100 |
|----------------------|-----|

5.0 AWARD OF THE CONTRACT

CFX intends to award the Contract to the responsible and responsive Proposer whose proposal is determined to be the most advantageous to CFX taking into consideration the criteria stated herein.

5.1 PROTEST PROCEDURE

Any person who is adversely affected by: (i) the requirements or scope of services contained in this RFP, (ii) a notice of an intent to award or CFX action making the selection at a public meeting of the CFX Board, or (iii) an outcome of Pre-Award meeting and who wants to protest the requirements, specifications, project plans or other materials, the intent to award decision, an outcome of a Pre-Award meeting, or selection decision must comply with the proper procedures in the Central Florida Expressway Authority's Policy for Resolution of Protests, Policy: PROC 3.1, which is available for review upon request at the CFX Office, 4974 ORL Tower Road, Orlando, Florida. Failure to comply with Policy: PROC 3.1 shall constitute a waiver of any protest proceedings. A protest bond in the amount of \$5,000.00 will be required to protest the RFP package and the requirements of the Scope of Services. A protest bond in the amount of \$5,000.00, or 1% of the lowest proposal submitted, whichever is greater, will be required to protest a Notice of Intent to Award, or the CFX Board's selection determination. No protest bond is required to protest an outcome of a Pre-Award meeting.

5.2 CONTRACT EXECUTION

Following the protest period, CFX and the successful Proposer will enter into a Contract establishing the obligations of both parties. The successful Proposer shall execute the Contract within 14 calendar days and return it to CFX along with proof of insurance as required in the Contract.

6.0 PUBLIC ENTITY CRIME INFORMATION STATEMENT

The following provisions of Section 287.133 (2)(a), Florida Statutes, are applicable to this project:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

7.0 CONFLICT/NON-CONFLICT OF INTEREST STATEMENT AND LITIGATION STATEMENT

The Proposer shall complete and submit with the Technical Proposal the Conflict/Non-Conflict of Interest Statement and Litigation Statement form included at the end of this section. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

8.0 DRUG-FREE WORKPLACE POLICY

The Proposer shall have a Drug Free Workplace Policy. A copy of the Drug-Free Workplace Form included at the end of this section shall be completed and submitted with the Technical Proposal. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

9.0 CODE OF ETHICS

All firms selected to work with CFX are required to comply with CFX’s Code of Ethics, a copy of which is available on CFX’s web site at www.CFXWay.com.

10.0 EXHIBITS

Attached exhibits are:

- A. Scope of Services
- B. Contract
- C. Fee Schedule
- D. Potential Conflict Disclosure Form

**CENTRAL FLORIDA EXPRESSWAY
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001363**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and Sections 348.753, and 104.31, as they relate to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read CFX's Code of Ethics, a copy of which is available on the CFX website at www.CFXWay.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

Company Name

By: _____

Title: _____

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ACKNOWLEDGMENT OF ADDENDUM
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001363**

I (we) hereby acknowledge receipt of the following Addenda issued during the proposal period for the project:

Addendum No. _____ Dated _____ Proposer Initial _____
Addendum No. _____ Dated _____ Proposer Initial _____
Addendum No. _____ Dated _____ Proposer Initial _____
Addendum No. _____ Dated _____ Proposer Initial _____
Addendum No. _____ Dated _____ Proposer Initial _____

(Note: If addenda are issued, failure by the Proposer to submit this form with the Technical Proposal may be cause for rejection of the proposal as non-responsive.)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Proposer's Signature

Date

EXHIBIT “A”

SCOPE OF SERVICES RIGHT-OF-WAY COUNSEL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by CFX. Services are non-exclusive and shall apply to those future right-of-way matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the following:

1. Working with and under the supervision of CFX’s General Counsel’s office and Right-of-Way Committee to provide right-of-way, real estate and eminent domain services as needed by CFX.
2. Coordinating with CFX’s right-of-way acquisition agent(s), project engineers, appraisers, planning consultants and other CFX consultants to plan and effectuate right of way easements and other property interests required for future CFX projects.
3. Coordinating with CFX’s right of way acquisition agent(s), to negotiate voluntary contract purchases and settlements of right of way acquisition.
4. Handling all aspects of real estate due diligence, including title review, survey review, appraisal review and environmental assessment review. Counsel shall provide real estate closing services for purchases and sales of property.
5. Coordinating as needed with other right-of-way or eminent domain counsel designated by CFX
6. Coordinating surplus property contract negotiations and closings with CFX’s real estate broker(s) and land agent(s).
7. Reporting regularly to CFX’s Right-of-Way Committee and on an as-needed basis to the CFX Board.
8. Providing input on project budgets and cash flow as requested by CFX.
9. Coordinating with the designated communications and public records officers to respond to real estate and right-of-way related public records inquiries.
10. Providing additional services related to real estate or right-of-way matters as from time to time may be requested and authorized by CFX.

End of Scope of Services

Exhibit B
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001363

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Exhibit B
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001363

THIS AGREEMENT (“Agreement”) is entered into as of _____, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”), and _____ (“COUNSEL”).

WITNESSETH:

WHEREAS, CFX desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis;

WHEREAS, on _____, 2017, CFX issued a Request for Proposals for Right-of-Way Counsel Services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on _____, 2018, and the recommendation of the Right-of-Way Committee at its meeting held on _____, 2018, the Board of Directors of CFX at its meeting held on _____, 2018, selected COUNSEL to serve as Right-of-Way Counsel; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and COUNSEL agree as follows:

1. SERVICES

CFX does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to CFX right-of-way matters as further described in the Scope of Services attached hereto and incorporated herein as Exhibit “A.”

2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE

Although CFX currently anticipates using the services of COUNSEL, CFX provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide CFX under this Agreement.

It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. CFX designates the CFX’s General Counsel or Deputy General Counsel as the CFX employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the

authority to transmit instructions, receive information, and interpret and define CFX's policy and decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

3. RESPONSIBILITIES OF COUNSEL

COUNSEL agrees to timely provide the professional services and facilities required by the Scope of Services and to assist CFX in other areas of responsibility as deemed necessary by CFX.

COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

COUNSEL designates _____, as the primary attorney to provide services to CFX and will be assisted from time to time by other members of the firm, as (he) (she) deems appropriate to the needs of the particular activity.

COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

4. PAYMENT FOR SERVICES AND BILLING

In consideration of the promises and the faithful performance by COUNSEL of its obligations, CFX agrees to pay COUNSEL a fee based on the hourly rate fee schedule attached hereto as Exhibit "B". CFX will not provide a retainer and there will be no increase in the rates during the three year term of the agreement.

Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

Reasonable expenses of transportation, when traveling outside of Orlando, pursuant to Section 112.061, Florida Statutes.

COUNSEL will be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the Scope of Services: court reporters, deposition transcripts, exhibits.

COUNSEL will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed \$400, that COUNSEL will first obtain permission from the General Counsel's Office to exceed such amount.

COUNSEL will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, COUNSEL will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

Express approval by CFX's Board is required before the retention of consultants equal to or in excess of \$25,000. Written authorization from the General Counsel's Office is required for consultant or expert contracts less than \$25,000.

5. GENERAL TERMS AND PAYMENT

COUNSEL shall have a documented invoice procedure and shall invoice CFX as designated by CFX. CFX will pay COUNSEL within thirty (30) days of receipt of a valid invoice.

COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

6. TERM

This Agreement shall become effective _____, 2018, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years, with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by COUNSEL are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

7. CONFLICT OF INTEREST AND STANDARDS OF CONTACT

No Contingent Fees. COUNSEL warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for COUNSEL, to solicit or secure this Contract, and that COUNSEL has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

COUNSEL acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. COUNSEL acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, COUNSEL will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, COUNSEL agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as Exhibit "C."

In the performance of the Contract, COUNSEL shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

COUNSEL covenants and agrees that it and its employees, officers, agents, and CO-COUNSELS shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

COUNSEL hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of COUNSEL, and that no such person shall have any such interest at any time during the term of this Agreement.

8. LOSS OF ESSENTIAL LICENSE

The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of CFX whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

9. INSOLVENCY

If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that CFX may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

10. TERMINATION

CFX may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

10.1 immediately discontinue all services affected (unless the notice directs otherwise); and

10.2 deliver to CFX all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

11. ALTERNATIVE DISPUTE RESOLUTION

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

12. OWNERSHIP OF DOCUMENTS

All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of CFX after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into any subcontracts.

13. AUDIT AND EXAMINATION OF RECORDS

13.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the COUNSEL's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by COUNSEL in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from CO-COUNSELS, or material suppliers, profit contingencies and any manuals

standard in the industry that may be used by COUNSEL in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the COUNSEL or any CO-COUNSEL. By submitting a response to the Request for Proposal, COUNSEL and any CO-COUNSEL submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and COUNSEL refuses such access or review, COUNSEL shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of COUNSEL. These provisions shall not be limited in any manner by the existence of any COUNSEL claims or pending litigation relating to the Contract. Disqualification or suspension of the COUNSEL for failure to comply with this section shall also preclude the COUNSEL from acting in the future as a CO-COUNSEL of another COUNSEL doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the COUNSEL is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The COUNSEL shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the COUNSEL and any or all CO-COUNSELS to support the compensation paid the COUNSEL. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the COUNSEL under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the COUNSEL agrees that such amounts are due to CFX upon demand. Final payment to the COUNSEL shall be adjusted for audit results.

COUNSEL shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

14. PUBLIC RECORDS

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," COUNSEL acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the COUNSEL is in

the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, and to:

14.1. Keep and maintain public records required by the public agency to perform the service.

14.2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

14.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if COUNSEL does not transfer the records to the public agency.

14.4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of COUNSEL or keep and maintain public records required by the public agency to perform the service. If COUNSEL transfers all public records to the public agency upon completion of the contract, COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNSEL keeps and maintains public records upon completion of the contract, COUNSEL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by COUNSEL in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), COUNSEL shall immediately notify the CFX. In the event COUNSEL has public records in its possession, COUNSEL shall comply with the Public Records Act and COUNSEL must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by COUNSEL to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the COUNSEL to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

15. PRESS RELEASES

COUNSEL shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or

other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

16. INDEPENDENT CONTRACTOR

COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within this Agreement or the Scope of Services be construed to create a joint venture, association, or partnership by or among CFX and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of CFX for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of CFX nor bind CFX in any manner.

17. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEMENT.

COUNSEL hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a COUNSEL, supplier, CO-COUNSEL, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

COUNSEL further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a COUNSEL, supplier,

CO-COUNSEL, or consultant under a contract with any public entity; and may not transact business with any public entity.”

19. NOTIFICATION OF CONVICTION OF CRIMES

COUNSEL shall notify CFX if any of COUNSEL’s Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

20. INSPECTOR GENERAL

COUNSEL understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and CO-COUNSELS to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

21. E-VERIFY

COUNSEL shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the COUNSEL during the term of the contract. COUNSEL shall require all of its CO-COUNSELS to verify the employment eligibility of all new employees hired by the CO-COUNSELS during the term of the Agreement.

22. INDEMNIFICATION

The COUNSEL shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys’ fees, arising out of any act, error, omission or negligent act by the COUNSEL, its agents, employees, subconsultants, or co-counsels during the performance of the Agreement, except that neither the COUNSEL, its agents, employees, subconsultants, nor any of its co-counsels will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the COUNSEL in the performance of services required by the COUNSEL under this Agreement, CFX will immediately forward the notice of claim to the COUNSEL. The COUNSEL and CFX will evaluate the notice of claim and report their findings to each other within fourteen working days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the COUNSEL, CFX and the COUNSEL will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the COUNSEL in the defense of the lawsuit or to request that the COUNSEL defend CFX in such lawsuit as described in this section. CFX’s failure to notify the COUNSEL of a notice of claim will not release the COUNSEL from any of the requirements of this section upon subsequent notification

by CFX to the COUNSEL of the notice of claim or filing of a lawsuit. CFX and the COUNSEL will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

The COUNSEL shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The COUNSEL shall, at its expense, hold harmless and defend the CFX against any claim, suit or proceeding brought against the CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The COUNSEL shall pay all damages, costs, charge, expense, and attorney's fees, awarded against the CFX.

23. INSURANCE.

The COUNSEL, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The COUNSEL shall require and ensure that each of its subconsultants and co-counsels providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the COUNSEL shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The COUNSEL shall require all insurance policies in any way related to the work and secured and maintained by the COUNSEL to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The COUNSEL shall require of subconsultants and co-counsels, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the COUNSEL agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the COUNSEL enter into such an agreement on a pre-loss basis. At the COUNSEL's expense, all limits must be maintained.

23.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. Insurance Services

Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The COUNSEL further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

23.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the COUNSEL does not own automobiles the COUNSEL shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

23.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the COUNSEL, its employees, agents, co-counselors, and subconsultants.

23.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the COUNSEL.

The COUNSEL shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-, VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of COUNSEL manuscript policies.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the COUNSEL shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the COUNSEL shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the COUNSEL's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the COUNSEL's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If COUNSEL discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, COUNSEL may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

25.2 Payment to COUNSEL for satisfactory work performed or for termination expenses, if applicable; and

25.3 Prohibition on non-competition agreements of COUNSEL's employees with respect to any successor of COUNSEL; and

25.4 Obligations upon expiration or termination of the Contract; and

25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 Immediately upon expiration or termination of this Contract COUNSEL shall submit to CFX, upon request, a report containing the last known contact information for each CO-COUNSEL or employee of COUNSEL who performed work under the Contract; and

26.2 COUNSEL shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

27. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the COUNSEL to that effect.

28. NO ASSIGNMENT

The parties fully understand and agree that the professionalism and specialization involved in serving as Right-of-Way Counsel is of paramount importance and that this Agreement would not be entered into by CFX except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of CFX.

29. AMENDMENT

No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the Scope of Services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

30. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CFX:

Mr. Joseph Passiatore, General Counsel
Ms. Linda Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For COUNSEL:

31. WAIVER

The failure of CFX to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of CFX’s right to strictly enforce such terms and conditions thereafter.

32. SEVERABILITY

Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

33. RIGHTS AT LAW RETAINED

The rights and remedies of CFX, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

34. APPLICABLE LAW; VENUE

This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

35. ENTIRE AGREEMENT

It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

36. EXHIBITS

This Contract references the exhibits listed below.

| | |
|-------------|------------------------------------|
| Exhibit "A" | Scope of Services |
| Exhibit "B" | Fee Schedule |
| Exhibit "C" | Potential Conflict Disclosure Form |

SIGNATORY PAGE

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on _____, 2018.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

COUNSEL

By: _____

Print Name: _____

Title

ATTEST: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT C
PRICE PROPOSAL
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001363

The Proposer shall complete the attached pages filling in the required information as follows.

The Proposer shall insert its name, address, telephone number and submittal date on page C-2.

The Proposer shall complete page C-3 as required by signing under the appropriate category.

On page C-4, the Proposer shall insert its hourly rates for each classification shown, multiply the rates by the number of manhours shown, calculate and insert the Total Cost for each line item and insert the Total Proposal Amount where indicated.

Proposals shall be submitted only on the forms included in this Exhibit C. Any Proposal in which these forms are not used or are modified or are improperly executed will be considered non-responsive and the Proposal will be subject to rejection. Proposer shall not change the position classifications unless directed to do so by CFX. No alternative proposals will be accepted and if submitted will be cause for rejection of the Price Proposal as non-responsive.

The Proposer expressly acknowledges and agrees that its submittal of a Price Proposal constitutes an irrevocable offer to contract with CFX, creating an agreement upon CFX's acceptance of the Price Proposal as meeting the requirements of the Proposal Submittal Requirements.

An original and one (1) copy of this Price Proposal shall be submitted in a sealed envelope, separate from the Technical Proposal. The envelope shall be identified as the Price Proposal and shall include the same information on the outside as shown for the Technical Proposal. Only one copy of the Price Proposal is required to have "original" signatures and unit prices. The "original" Price Proposal shall be so marked. The remaining copy of the Price Proposal can be exact photocopies of the "original".

Price Proposals of shortlisted firms will be opened after evaluation of the Technical Proposals has been completed.

PRICE PROPOSAL
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001363

PRICE PROPOSAL OF

(NAME)

(ADDRESS)

(TELEPHONE NUMBER)

Submitted _____

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Price Proposal as principals, and that this Price Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Scope of Services and Contract included in the RFP package. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all labor, equipment, and materials, as specified in the Scope of Services. We will fully complete all necessary work in accordance with the Scope of Services, Contract and addenda, if any, and the requirements under them for the unit prices shown on the Price Proposal Sheet.

I (We), the undersigned, hereby certify that I (we) have carefully examined this Price Proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless CFX against any cost, damage, or expense which it may incur or be caused by any error in my (our) preparation of same.

CORPORATION:

Principal (Proposer)

By: _____
President or Vice President

Attest: _____
Secretary or Assistant Secretary
(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

Principal (Proposer)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

Principal (Proposer)

Signature: (1) Co-Partner or General Partner

Signature: (2) Co-Partner or General Partner

Witness: (1) _____

Witness: (1) _____

Witness: (2) _____

Witness: (2) _____

(If Partnership, list names and addresses of each partner on separate sheet and attach.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 PRICE PROPOSAL
 RIGHT-OF-WAY COUNSEL SERVICES - CONTRACT NO. 001363

| ITEM NO. | QUANT. | UNIT | CLASSIFICATION | HOURLY RATE | TOTAL COST |
|------------------------------|--------|----------|------------------|-------------|------------|
| 1 | 3,000 | MANHOURS | SENIOR PARTNER | \$ _____ | \$ _____ |
| 2 | 3,000 | MANHOURS | SENIOR ASSOCIATE | \$ _____ | \$ _____ |
| 3 | 3,000 | MANHOURS | JUNIOR ASSOCIATE | \$ _____ | \$ _____ |
| 4 | 3,000 | MANHOURS | PARALEGAL | \$ _____ | \$ _____ |
| TOTAL PROPOSAL AMOUNT | | | | | \$ _____ |

| | Question | <u>Yes</u> | <u>No</u> |
|-----------|--|-------------------|------------------|
| 1C | <p>“Business Associate,” as defined in Section 112.312(4), Fla. Stat., and CFX Code of Ethics, Section 6-1.01, means</p> <ul style="list-style-type: none"> • any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property, (Section 112.312(4), Fla. Stat.) • any person or entity engaged in or carrying on any contractual relationship with a CFX Board member as a principal, partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. The terms also includes any person or entity engaged in or carrying on a business enterprise, any contractual relationship, employment relationship or otherwise engaging in common investment with a CFX Board member as a principal, partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (CFX Code of Ethics, Sec. 6-1.01) | | |
| 1D | Other (explain)_____ | | |
| 2. | <p>Disclosure of Lobbyists (Refer to Section 348.753(8), Fla. Stat.) Do you have a “Relative” who is a “Registered Lobbyist”? “Registered Lobbyist,” as defined in CFX Code of Ethics, Part 1, shall mean any person who shall engage in lobbying for compensation for (1) an entity other than his or her employer; or (2) for any entity including his or her employer if a principal function of his or her position is lobbying or governmental relations; and (3) is registered with any local jurisdiction represented on CFX’s Board. If yes, list the full names and addresses of the lobbyist and the lobbyist’s clients on page 4 or a separate page.</p> | | |
| 3. | <p>Disclosure of Property Interests within a Project (Section 348.753(8), Fla. Stat.) Do you or any of your “Relatives” (see 1B above), principals, clients, or “Business Associates” (see 1C above) have any interest in real property located within any actual or prospective CFX project? The actual or prospective CFX projects are those listed above. The corridor maps and lists reflecting the ownership of all real property within the disclosure areas, or alignment maps with lists of associated owners, are attached. If yes, check the applicable relationship types and disclose full names and addresses and identify the real property on page 4 or a separate page.</p> | | |
| 3A | Self | | |
| 3B | “Relative” (see 1B above) | | |
| 3C | Principal or Client | | |
| 3D | “Business Associate” (see 1C above) | | |
| 3E | Other (explain)_____ | | |

| | Question | <u>Yes</u> | <u>No</u> |
|-----------|---|-------------------|------------------|
| 4. | <p>Disclosure of Property Interests Within a One-Half Mile Radius of a Project or a Proposed Corridor (Refer to Section 348.753(8), Fla. Stat.) Do you or any of your “Relatives” (see 1B above), principals, clients, or “Business Associates” (see 1C above) have any interest in real property located within a one-half mile radius of any actual or prospective CFX project or a proposed corridor? The corridor maps and lists reflecting the ownership are attached. If yes, check the applicable relationship types and disclose the full names and addresses and identify the real property on page 4 or a separate page.</p> | | |
| 4A | Self | | |
| 4B | “Relative” (see 1B above) | | |
| 4C | Principal or Client | | |
| 4D | “Business Associate” (see 1C above) | | |
| 4E | Other (explain) _____ | | |
| 5. | <p>Solicitation or Acceptance of Gifts (See Section 112.313(2), Fla. Stat.) Have you solicited or accepted anything of value, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that your action or judgment regarding CFX business would be influenced thereby?</p> | | |
| 6. | <p>Unauthorized Compensation (Refer to Section 112.313(4), Fla. Stat.) Have you or your spouse or minor child accepted any compensation, payment, or thing of value when you knew, or, with the exercise of reasonable care, should know, that it was given to influence your action regarding CFX business?</p> | | |
| 7. | <p>Misuse of Position (Refer to Section 112.313(6), Fla. Stat.) Have you used or attempted to use your position with the CFX or any property or resource which may be within your trust, to secure a special privilege, benefit, or exemption for you or others?</p> | | |
| 8. | <p>Conflicting Employment or Contractual Relationship (Refer to Section 112.313(7), Fla. Stat.) Do you have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, CFX, that will create a continuing or frequently recurring conflict between your private interests and the performance of your duties to CFX or that would impede the full and faithful discharge of your duties to CFX, subject to the exemptions set forth in Section 112.313(12) & (15), Florida Statutes?</p> | | |

| | Question | <u>Yes</u> | <u>No</u> |
|------------|---|-------------------|------------------|
| 9. | If you are a Board Member, Committee Member, or Employee, answer 9A. If you are a Consultant, answer 9B. | | |
| 9A. | <p>For Board Members, Committee Members, and Employees, Certification of Completion of Training:</p> <ul style="list-style-type: none"> • CFX Code of Ethics: Have you read the CFX Code of Ethics and the PowerPoint presentation on the CFX Code of Ethics and do you acknowledge that you understand the CFX Code of Ethics? • Florida Code of Ethics: Have you completed training on the Florida Code of Ethics (codified in Chapter 112, Part III, Florida Statutes) and do you acknowledge that you understand the requirements? • Sunshine Law: Have you completed training on the Public Meetings (Sunshine Law) and do you acknowledge that you understand the requirements? • Public Records Act: Have you completed training on Public Records and do you acknowledge that you understand the requirements? <p>Training modules and materials will be provided. For additional training, view the tutorials available on the website maintained by the Florida Commission on Ethics at http://www.ethics.state.fl.us/Training/Training.aspx.</p> | | |
| 9B. | For Consultants, Acknowledgement of Receipt and Review of the CFX Code of Ethics: Have you read the CFX Code of Ethics and do you acknowledge that you understand the CFX Code of Ethics? | | |

If you answered any of Questions numbered 1 through 8 in the affirmative, provide a detailed explanation below. Attach additional sheets as necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____ Date: _____

Name and Title: _____

Return this form by mail, email or fax to: Darleen Mazzillo, Executive Assistant
Central Florida Expressway Authority
4974 ORL Tower Road, Orlando, FL 32807
Phone: 407-690-5310 F ax: 407-690-5034
Email: Darleen.Mazzillo@CFXWay.com

POTENTIAL CONFLICT DISCLOSURE FORM INSTRUCTIONS

I. OBJECTIVES

“It is essential to the proper conduct and operation of government that public officials be independent and impartial and that public office not be used for private gain other than the remuneration provided by law. The public interest, therefore, requires that the law protect against any conflict of interest and establish standards for the conduct of elected officials and government employees in situations where conflicts may exist.” § 112.311(1), Fla. Stat.

“Board members, employees, and consultants who hold positions that may influence authority decisions shall refrain from engaging in any relationship that may adversely affect their judgment in carrying out authority business.” § 348.753(8), Fla. Stat. To prevent such conflicts of interest and preserve the integrity and transparency of the Central Florida Expressway Authority (“CFX”) to the public, disclosures must be made annually.

II. TRAINING

The CFX Code of Ethics is available upon request or by visiting CFX’s website located at <https://www.cfxway.com/wp-content/uploads/2015/12/CFX-Ethics-Policy.pdf>. The Florida Statutes are available online at <http://www.leg.state.fl.us/STATUTES/>. Board members, committee members, and employees will receive training modules and materials. Others are encouraged to view the training material available on the website maintained by the Florida Commission on Ethics at: <http://www.ethics.state.fl.us/Training/Training.aspx>.

III. WHEN TO FILE

Each Board Member, Committee Member, and employee shall complete and file the disclosure form upon appointment or hire, upon events that require disclosure, and annually, not later than July 1st.

Each Consultant shall complete and file the disclosure form at the following times: (a) prior to the execution of a contract; (b) upon the occurrence of an event that requires disclosure; and (c) annually, not later than July 1st.

IV. SPECIFIC INSTRUCTIONS FOR CONSULTANTS

Definition of “Consultant.” “Consultant” shall mean an individual who is rendering services to the CFX in the nature of time and effort rather than the furnishing of specific commodities. The term applies only to those professional services rendered by individuals who are independent consultants, providing services that may include, but are not limited to, evaluations, consultations, maintenance, financial, auditing, accounting, legal, engineering, management consulting, educational training programs, public relations, legislative advisors, planning, personnel, research and development studies or reports on the findings of consultants engaged thereunder, and professional, technical and social services. CFX Code of Ethics 6-1.01.

Submit One Form. Consultants that are not sole proprietorships or single-member corporations, should submit one composite disclosure form for the entire entity, rather than one disclosure form per officer or employee. The composite disclosure form should include all officers, directors, managers, or employees who “hold positions that may influence CFX decisions.” Individuals who fall within this category include: (a) all individuals who directly address the CFX Board, any CFX committee, the Executive Director, the Chief Financial Officer, or the Chief of Staff; and (b) the senior officer or officers of the Consultant.

Suggested Practices. Each Consultant shall consider having procedures in place to screen covered employees assigned to the CFX contract for potential personal conflicts of interest, including procedures to prevent personal conflicts of interest, to prohibit use of non-public information accessed through performance of the contract for personal gain, to inform covered employees of their ethical obligations, and to take appropriate disciplinary action in the event of a failure to comply. Each Consultant shall consider having procedures in place to eliminate conflicts imputed to its firm and to insure that its sub-consultants and subcontractors do not have conflicts.

V. COMPLIANCE REVIEW PROCESS

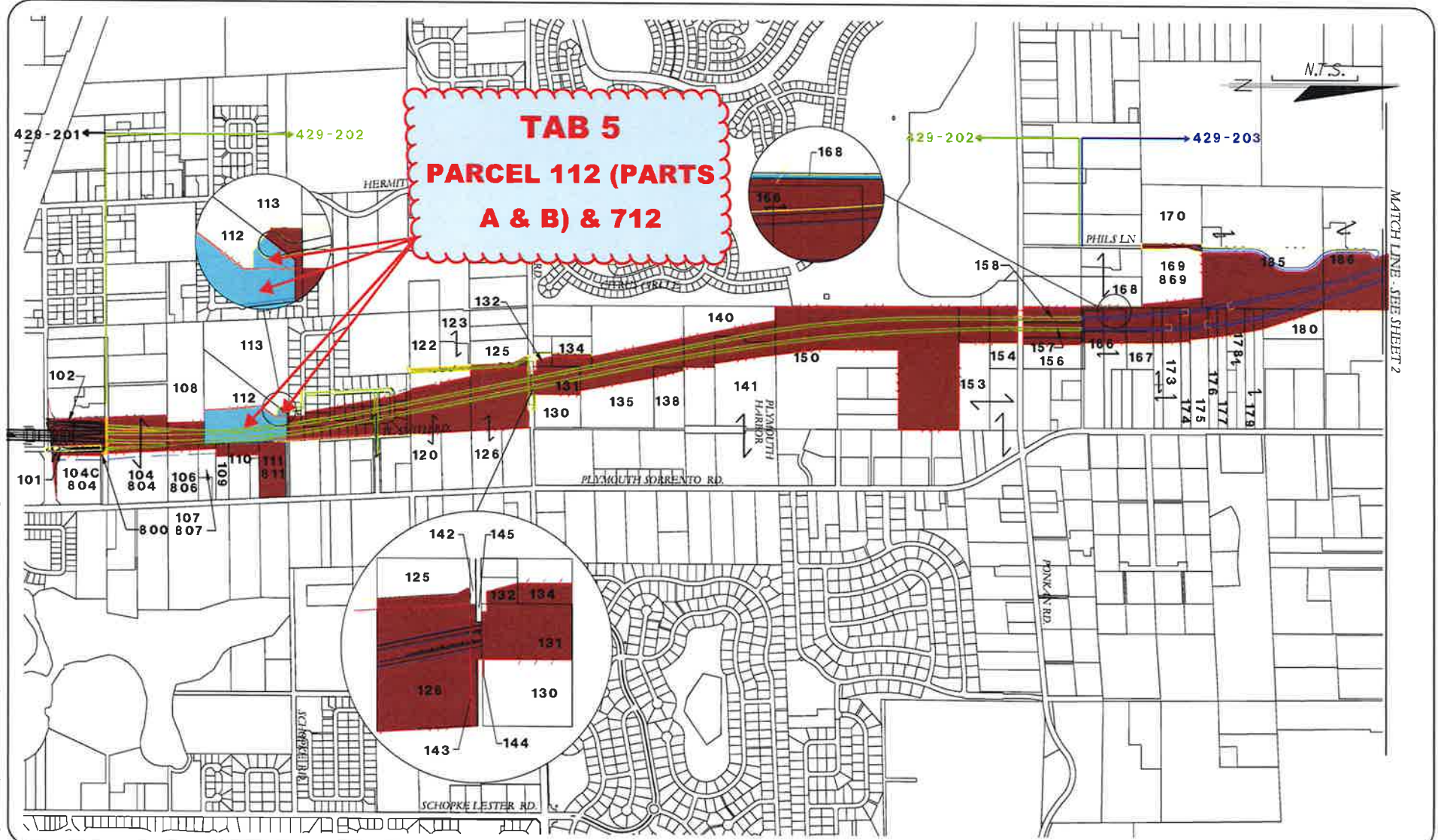
The Ethics Officer shall review all disclosure forms to determine if there is a prohibited conflict. If there is a conflict, the Ethics Officer shall determine if the conflict should be disclosed to the Board and whether the conflict may be waived. If the conflict is not waivable, then the person or entity may be disqualified or required to mitigate the conflict, the contract may be terminated, or the conflict may be escalated to the Florida Commission on Ethics. CFX reserves the right to pursue any other right, remedy, or recourse.

VI. PENALTIES FOR VIOLATION

Penalties for a violation of the Florida Code of Ethics, the Sunshine Law, the Public Records Act, and the CFX Code of Ethics are set forth in the CFX Code of Ethics, the Florida Statutes, or the Florida Code of Ethics.

As to Consultants, penalties for a violation include withholding payments until the violation is cured, reduction of payments, or termination of the contract for cause. If the Disclosure Form is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause.

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TAB 5
PARCEL 112 (PARTS
A & B) & 712

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

- Legend
- ACQUIRED/COMPLETE
 - ACQUIRED/PENDING LITIGATION
 - ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
January 24, 2018
SUBJECT TO CHANGE

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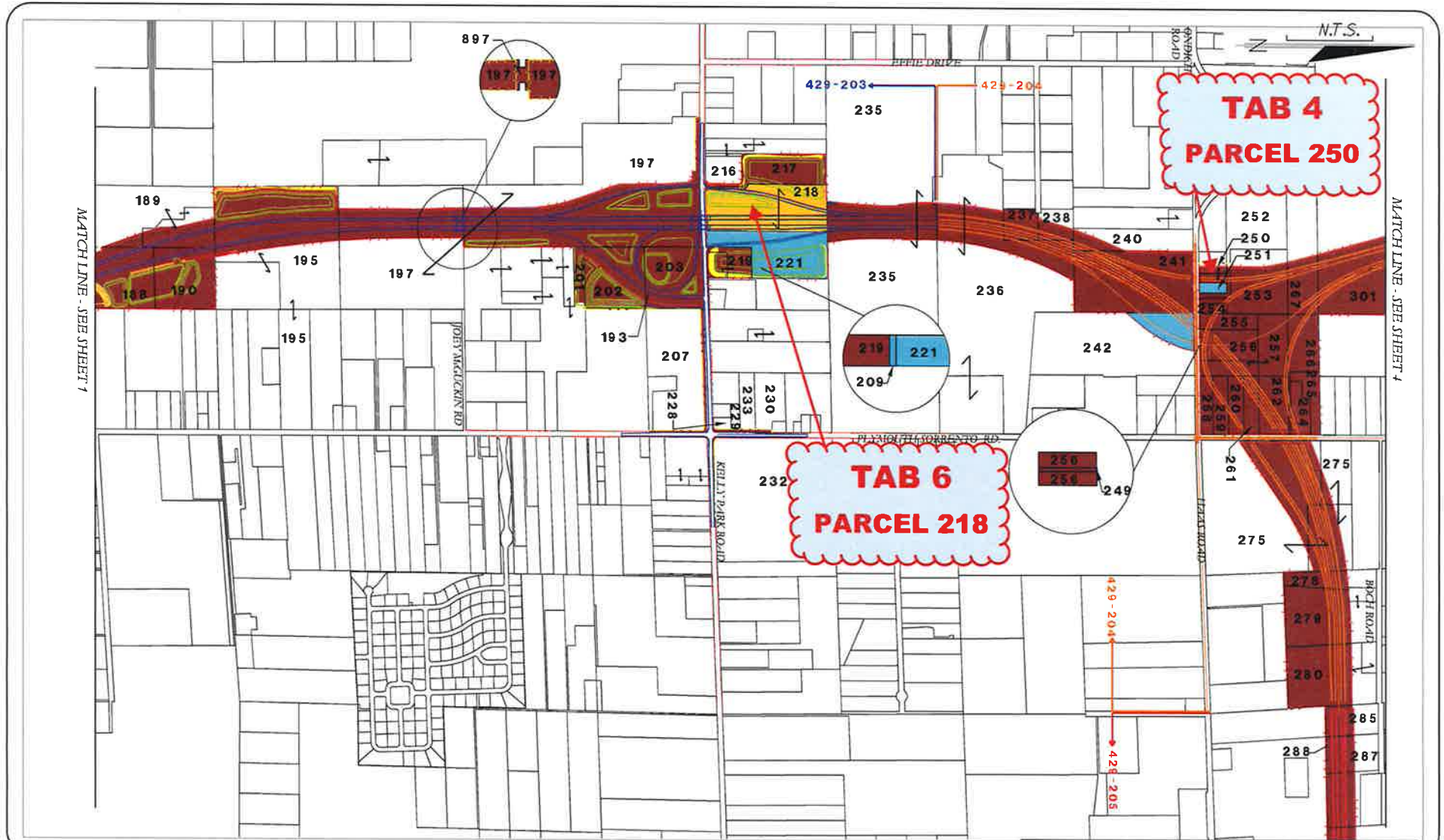
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EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

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 - ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
January 24, 2018
SUBJECT TO CHANGE

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LAKE COUNTY
ORANGE COUNTY

FOR CONTINUATION
SEE SHEET 2

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

- Legend**
- ACQUIRED/COMPLETE
 - ACQUIRED/PENDING LITIGATION
 - ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT
January 24, 2018
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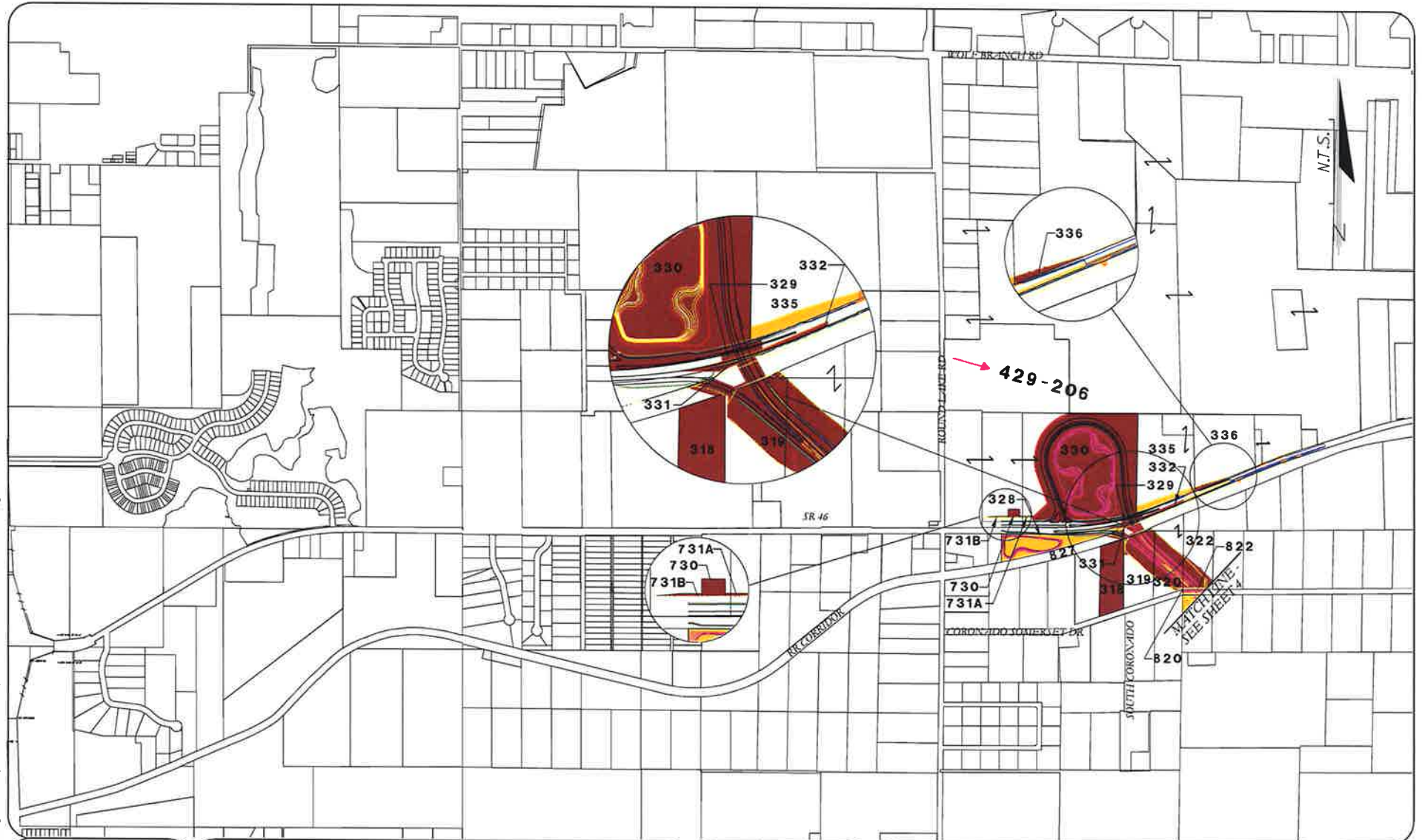
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FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

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January 24, 2018
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CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

Legend

-  ACQUIRED/COMPLETE
-  ACQUIRED/PENDING LITIGATION
-  ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT

January 24, 2018

SUBJECT TO CHANGE

5
OF
5

CFX Project Section Map

