

## RIGHT OF WAY COMMITTEE

### Agenda

April 4, 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 March 8, 2018 minutes.

**Action Item.**

4. PROJECT 599-2260, PARCEL 112 A  
LAKE NONA LAND COMPANY, LLC.  
PURCHASE AGREEMENT

– Jay W. Small, Mateer Harbert, P.A

Requesting the Committee's recommendation for Board approval of the proposed purchase agreement.

**Action Item.**

5. S.R. 429 WEKIVA PARKWAY PROJECT 429-204, PARCEL 251 (AMERICAN FINANCE)  
TENANT: RICHARD CRABB

– Suzanne M. Driscoll, Shutts & Bowen

Requesting the Committee's recommendation for Board approval of the proposed settlement agreement as to supplemental attorneys' fees and litigation costs incurred in the resolution of the tenant's leasehold interest claim against American Finance's as to Parcel 251.

**Action Item.**

6. S.R. 429 WEKIVA PARKWAY PROJECT 429-202, PARCELS 112 (A & B), 712  
OWNERS: ROBERT AND CYNTHIA HENDERSON; EXPERT: POWER ACOUSTICS

– Linda Brehmer Lanosa, CFX

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

**Action Item.**

## RIGHT OF WAY COMMITTEE

### Agenda

April 4, 2018

7. **S.R. 417, DYNAMIC MESSAGE SIGN ON JEFF FUQUA BOULEVARD**

**OWNER: GREATER ORLANDO AVIATION AUTHORITY ("GOAA")**

– Linda Brehmer Lanosa, CFX

Requesting the Committee's recommendation for Board approval of the proposed License Agreement with GOAA for the installation of a Dynamic Message Sign.

**Action Item.**

8. **OTHER BUSINESS**

9. **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](mailto: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 February 28, 2018

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

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### Committee Members Present:

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

### Committee Members Not Present:

Paul Sladek, Orange County Representative  
John Denninghoff, Brevard County 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 2:00 p.m. by Chairman Botts.

### Item 2: PUBLIC COMMENT

There was no public comment.

Ms. Botts introduced the new right-of-way counsel, Robert Mallet and Richard Milian of Broad and Cassel.

Ms. Botts acknowledged the City of Apopka Administrator, Glenn Irby, City of Apopka Public Service Director, Jay Davoll and Greater Orlando Aviation Authority General Counsel, Christopher Wilson.

Ms. Botts advised the Committee that Agenda Item 8 (Parcel 800) would be moved to the end due to possible discussion.

**Item 3: APPROVAL OF MINUTES**

A motion was made by Mr. Babcock and seconded by Mr. Murvin to approve the January 24, 2018 Right of Way Committee meeting minutes as presented.

**Vote:** The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

**Item 4: S.R. 429 WEKIVA PARKWAY PROJECT 429-203, PARCEL 197/897  
TENANT: VICKIE DAVIS D/B/A BAY HILLS EQUESTRIAN CENTER**

Mr. Jay Small, Esquire, of Mateer Harbert is requesting the Committee's recommendation for Board approval of the Proposed Settlement Agreement as to supplemental attorney's fees and all other claims of Vickie Davis in the amount of \$2,000.00. This settlement resolves all remaining claims of Vickie Davis.

Mr. Smalls detailed the history of the parcels.

A motion was made by Mr. Murvin and seconded by Mr. Sheehan to recommend to the Board approval of a proposed settlement agreement in the amount of \$2,000.00 to settle the supplemental attorney's fees and all claims for compensation.

**Vote:** The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

**Item 5: S.R. 429 WEKIVA PARKWAY PROJECT 429-203, PARCEL 166  
TENANT: DIANE MAXWELL**

Mr. David Shontz, Esquire, of Shutts & Bowen is requesting the Committee's recommendation for Board approval of the settlement agreement as to claims for compensation and all attorney's fees and litigation costs of Ms. Maxwell's leasehold interest claim in Parcel 166.

Mr. Shontz detailed the history of the parcel and the issues.

It is reasonable and in the best interest for CFX to resolve this matter claim for the sum of \$500.00 for Ms. Maxwell's leasehold claim as to Parcel 166 and \$3,000.00 as to all claims for compensation and all attorney's fees and litigation costs.



A motion was made by Mr. Raymond and seconded by Mr. Newton to recommend to the Board approval of the proposed total settlement of \$3,500.00 as to all claims for compensation and all attorney's fees and litigation costs in the resolution of Ms. Maxwell's leasehold interest claim as to Parcel 166.

Vote: The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

Item 6: **S.R. 429 WEKIVA PARKWAY PROJECT 429-205, PARCEL 289, PLUS ANY CLAIMS OR INTEREST IN PARCELS 287/887 AND 890 OWNERS: LEE AND JENNIFER SHOLLENBERGER**

Mr. David Shontz, Esquire, of Shutts & Bowen is requesting the Committee's recommendation for Board approval of the proposed total mediated settlement agreement of all claims for compensation including all attorneys' fees, litigation costs, and experts' fees and costs for the acquisition of Parcel 328, which is a whole take.

Mr. Shontz detailed the history of the parcels.

Kurt Bauerle, Esquire, represents the owners. Mr. Bauerle did not commission a formal appraisal of the property in an effort to mediate the case without incurring significant expert fees.

David Hall of Bullard, Hall & Adams, Inc., appraised the property on behalf of the Central Florida Expressway Authority at \$556,100.00. In addition to the property valuation, the owners were entitled to a Replacement Housing Payment under the Uniform Act in the amount of \$125,690.19 (based upon the initial appraisal report amount of 543,000.00) for a total of \$668,690.19.

Mr. Bauerle argued the total compensation due to the owners was \$1,700,000.00. CFX's appraisal failed to adequately compensate the owners for the value of the 1,000 s.f. fully handicapped-accessible guest cottage where Mrs. Shollenberger's elderly mother resided. He further argued that the improvements were undervalued by CFX.

The parties reached a proposed all-inclusive settlement in the amount of \$880,692.50, (less the \$543,000.00 previously deposited) including attorney's fees, experts' fees and apportionment claims for this parcel plus parcels 287/887 and 289.

A motion was made by Mr. Sheehan and seconded by Mr. Babcock to recommend to the Board approval of the proposed total settlement of \$880,692.50 in full settlement of all claims for compensation in the acquisition of Parcel 289, any claims or interests in Parcel 287/887 and Parcel 890, and all attorney's fees and litigation costs and experts' fees and costs.

**Vote:** The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

**Item 7: S.R. 429 WEKIVA PARKWAY PROJECT 429-206, PARCEL 328  
OWNER: SOLID, LLC**

Mr. David Shontz, Esquire of Shutts & Bowen is requesting the Committee's recommendation for Board approval of a proposed total settlement of all claims for compensation including all attorney's fees and costs for the acquisition of Parcel 328, which is a whole take, in the amount of \$835,000.00.

CFX retained the appraisal services of Walter Carpenter of Pinel & Carpenter, Inc. Mr. Carpenter opined the market value for the fee simple taking of Parcel 328 to be \$417,000.00.

Raymer Maguire, III, counsel for the owner, retained the appraisal services of Mr. Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors' total valuation of the subject property is \$922,900.00.

The case was mediated on January 9, 2018, but the parties were unable to reach a compromise. Following negotiations, the parties reached a resolution in the all-inclusive amount of \$835,000.00 as full compensation for Parcel 328. Invoices submitted by opposing counsel for experts' fees and costs totaled \$128,679.70 and attorney's litigation costs totaled \$2,966.60. The sum of \$367,000.00 was previously deposited.

PNC Bank, had obtained a Final Judgment of Foreclosure on the property but it was never completed however they have not completed the foreclosure sale. Under the terms of the settlement, PNC Bank has now filed a Disclaimer of Interest.

A motion was made by Mr. Raymond seconded by Mr. Newton to recommend to the Board approval of the proposed total settlement of \$835,000.00 in settlement if all claims for compensation, which includes all attorney's fees and litigation costs, and experts' fees and costs for the acquisition of Parcel 328 this is a total all-inclusive Settlement that PNC Bank agrees with.

**Vote:** The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

**Item 9: S.R. 429 AND COUNTY ROAD 437A A/K/A OCOEE-APOPKA ROAD  
PROJECTS 429-604, 429-200, 429-200A AND 414-210  
RIGHT OF WAY TRANSFER AND MAINTENANCE AGREEMENT WITH THE CITY OF APOPKA**

Ms. Brehmer Lanosa presented. She provided the Committee with a PowerPoint presentation as to the description and background of a Right-of-Way Transfer and the Maintenance Agreement.

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of the Right-of-Way Transfer and Maintenance Agreement.

CFX and City of Apopka would like to transfer portions of the road right of way so that local roads and associated facilities are owned and maintained by the City of Apopka and CFX's facilities are owned and maintained by CFX. There is a reverter clause in this agreement. The transfer is by quit claim deed subject to an easement for bridges and CFX's limited access rights.

Mr. Daroll and Mr. Irby from the City of Apopka advised the Committee that they have no changes to the proposed Agreement. This item will be presented at the next City of Apopka meeting next week.

A motion was made by Mr. Sheahan and seconded by Mr. Babcock to recommend to the Board approval of a Right-of-Way Transfer and Continuing Maintenance Agreement between Central Florida Expressway Authority and City of Apopka in a form substantially similar to the attached agreement, subject to approval of the legal descriptions, maintenance functions, and maintenance responsibilities by CFX's Chief of Infrastructure and General Counsel, or their designees, and CFX's General Engineering Consultant and bond counsel.

Vote: The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

Item 10: S.R. 528 AND CARGO ROAD, PROJECT 907  
SELLER: GREATER ORLANDO AVIATION AUTHORITY ("GOAA") AND CITY OF ORLANDO  
REAL ESTATE PURCHASE AGREEMENT

Ms. Brehmer Lanosa presented. She provided the Committee with a PowerPoint presentation as to the description and background of the Real Estate Purchase Agreement between GOAA, City of Orlando, and CFX.

This Agreement was previously approved by the GOAA Board and the City of Orlando. This Agreement will accommodate the rerouting of drainage crossing under S.R. 528 and will be conveyed by Special Warranty Deed.

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of the Real Estate Purchase Agreement between GOAA, City of Orlando and CFX.

A motion was made by Mr. Raymond and seconded by Mr. Murvin to recommend to the Board approval of the Real Estate Purchase Agreement between City of Orlando and GOAA.

Vote: The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

**Item 11: S.R. 528, PROJECT 528-1240  
GOAA, CITY OF ORLANDO, CFX, AND ALL ABOARD FLORIDA – OPERATIONS LLC  
PURCHASE AND SALE AGREEMENT**

Ms. Brehmer Lanosa presented. She provided the Committee with a PowerPoint presentation as to the description and background and is requesting the Committee's recommendation for Board approval of the Purchase and Sale Agreement between GOAA, City of Orlando, CFX and All Aboard Florida.

This matter involves the modification of Narcoossee Ramp on State Road 528 to accommodate the intercity passenger rail project of All Aboard Florida ("AAF"). The transaction involves a conveyance from City of Orlando and GOAA to CFX and a separate conveyance from CFX to City and GOAA.

The conveyance will be by special warranty deed. AAF has agreed to pay the difference in the value of the property being exchanged and closing costs. As a condition precedent, CFX would need to approve AAF's final construction plans. The Agreement places an outer limit on the date of closing of December 31, 2018, which date can be extended by written agreement and approval as set forth in the Agreement.

There is one requested modification to the Special Warranty Deed by replacing "together with . . ." "reserving . . ." as described in the backup.

Ms. Deborah Keeter provided the Committee an explanation on why AAF needs to move the ramp. Mr. Christopher Wilson provided the Committee with a general update as to AAF.

**A motion was made by Mr. Raymond and seconded by Mr. Sheahan to recommend to the Board approval of the attached Purchase and Sale Agreement between GOAA, City of Orlando, CFX and All Aboard Florida, subject to minor changes with approval of CFX's Executive Director and General Counsel, or their designees, and CFX's General Engineering Consultant and bond counsel, including the requested modification to the Special Warranty Deed and legal description.**

**Vote:** The motion carried unanimously with seven (7) members present and voting AYE by voice vote

**Item 8: S.R. 429 WEKIVA PARKWAY PROJECT 429-202, PARCEL 800 (Parts A AND B)  
REMAINING OWNERSHIP INTERESTS:**

Ms. Brehmer Lanosa presented and provided the Committee with a PowerPoint presentation as to the description and detailed background of Parcel 800. This case involves the acquisition of an easement interest over a private driveway.

Ms. Brehmer Lanosa is requesting the Committee's consideration of the Reverse Offer of Judgment from Mr. Guy in the amount of \$49,000.00. She recommended a response such as an offer of judgment in the amount of Ten Thousand Dollars (\$10,000.00) to resolve Itay Guy's claims, or some other amount



determined by the Committee to be in the best interest of CFX. In addition, she requested that the Right of Way Committee consider an offer of judgment in the amount of Three Thousand Dollars (3,500.00) to resolve the Wilson's claims and Three Thousand Five Dollars (\$3,500.00) to resolve the Jones' claims, or some other amount determined by the Committee to be the best interest of CFX.

Discussion ensued.

A motion was made by Mr. Raymond and seconded by Mr. Murvin to recommend to the Board approval of the following: as to Mr. Guy's claims, serve an Offer of Judgment in the amount of \$10,000.00; as to the Wilsons' claims, serve an Offer of Judgment in the amount of \$3,500.00; and as to the Jones' claims, serve an Offer of Judgment in the amount of \$3,500.00.

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

**Item 12: OTHER BUSINESS**

Ms. Botts advised the Committee that the March 28, 2018 Right of Way Committee Meeting would be cancelled. The next Right of Way Committee Meeting would be Wednesday April 25, 2018.

Ms. Laura Kelley invited the Committee to attend two upcoming CFX's events. A ribbon cutting ceremony of the new State Road 528 Innovation Way/Sunbridge Parkway Interchange will be held on Friday, March 9, 2018 and the Wekiva Parkway, Section 2 Grand Opening 5K run/walk will be held on Saturday, March 31, 2018.

**Item 13: ADJOURNMENT**

Chairman Botts adjourned the meeting at approximately 3:10 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](mailto:publicrecords@CFXWay.com) or 4974 ORL Tower Road, Orlando, FL 32807.*

**MATEER HARBERT, P.A.**  
**225 East Robinson Street, Ste. 600**  
**Orlando, Florida 32801**  
**Telephone (407) 425-9044**  
**Facsimile (407) 423-2016**

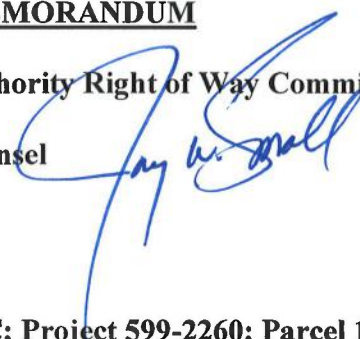
**MEMORANDUM**

**TO: Central Florida Expressway Authority Right of Way Committee**

**FROM: Jay W. Small, Right of Way Counsel**  
**Mateer Harbert, P.A.**

**DATE: March 28, 2018**

**RE: Lake Nona Land Company, LLC; Project 599-2260; Parcel 112A;**  
**Purchase Agreement**



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Mateer Harbert, P.A., serves as right of way counsel to the Central Florida Expressway Authority ("CFX") for the acquisition of right of way for Project 599-2260. Staff have negotiated a real estate acquisition agreement with Lake Nona Land Company, LLC ("Lake Nona"), to purchase Parcel 112A. We are submitting this memorandum and recommendation concerning that agreement.

**Description and Background**

Parcel 112A comprises a taking of 1.848 acres. The parent tract to Parcel 112A is a larger parcel of approximately 186.89 gross acres have Tax I.D. Parcel No. 22-24-30-0000-00-006. The parent tract is located at the northeast quadrant of the interchange at Boggy Creek Road and the Central Florida Greenway, S.R. 417, in the City of Orlando. It is also generally located in the northwest portion of the Lake Nona Planned Development. Copies of a Tax Parcel map and aerial photograph of the parent tract are attached as exhibits "1" and "2". An aerial photograph of Parcel 112A is attached as exhibit "3". A legal description and sketch of Parcel 112A are attached as exhibit "4".

The property was appraised by Harry W. Collison, Jr., with The Real Estate Consortium. His estimate of value as of March 25, 2018, is \$200,000.00, which is the basis of the contract price. Walter N. Carpenter, MAI, of Pinel & Carpenter, Inc., reviewed Mr. Collison's appraisal report.

This acquisition agreement was negotiated under the terms of a series of earlier agreement respecting the Osceola County Expressway Extension. On August 15, 2016, Osceola County, CFX, and the Osceola County Expressway Authority ("OCX") 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, a proposed additional segment of the Osceola Parkway Extension Project.

As currently proposed in the OCX 2040 Master Plan, the Osceola Parkway Extension Project will extend east approximately two miles to an intersection with a proposed new north-south arterial.

Funds for the acquisition of Parcel 112A are available from third-party sources pursuant to a series of previous agreements. On February 20, 2018, Osceola County and CFX entered into an Interlocal Agreement for Third-Party Funding ("Funding Agreement"), which was joined for limited purposes by First American Title Insurance Company, a Florida corporation ("FATIC"). Section 3 of the Funding Agreement provides for the availability of third-party funds for right of way acquisition purposes pursuant to agreements among Osceola County, CFX, the Florida Department of Transportation ("FDOT"), and 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.

Section 5 of the Funding Agreement establishes the procedures for securing third-party funding of the acquisition of Parcel 112A. Per the Funding Agreement, CFX staff has identified Parcel 112A as necessary for the Osceola Parkway Extension and for transportation related purposes for the Central Florida Greenway and as eligible for FDOT and FRI/AAF reimbursement. Under Section 5, subject of Right of Way and Board approval, CFX staff have negotiated the business terms for the acquisition of the property as indicated in the Real Property Acquisition Agreement attached as Exhibit "5".

Under the Funding Agreement, the acquisition of Parcel 112A is subject to approval by the Osceola County Board of County Commissioners. After approval, Osceola County will notify CFX of the closing date, the total amount required to satisfy the County's obligations under the Acquisition Agreement, deliver a special warranty deed conveying Parcel 112A to CFX in substantially the form as the deed attached as Exhibit "6", and requisition funds from FDOT and FRI/AFF for their share of the right of way acquisition costs. After receipt of the requisitioned amount, Osceola County shall remit the sums received to CFX.

Legal counsel for Osceola County and Lake Nona are reviewing the terms of the acquisition agreement.

### **Recommendation**

We request that the Right of Way Committee recommend to the Board that the Board approve the acquisition agreement in substantially the form as attached as Exhibit "5".

### **Attachments**

1. Tax Parcel Map
2. Aerial photograph of Parent Tract
3. Aerial photograph of Parcel 112A
4. Legal description and sketch of Parcel 112A;
5. Real Estate Purchase Agreement; and
6. Special Warranty Deed.

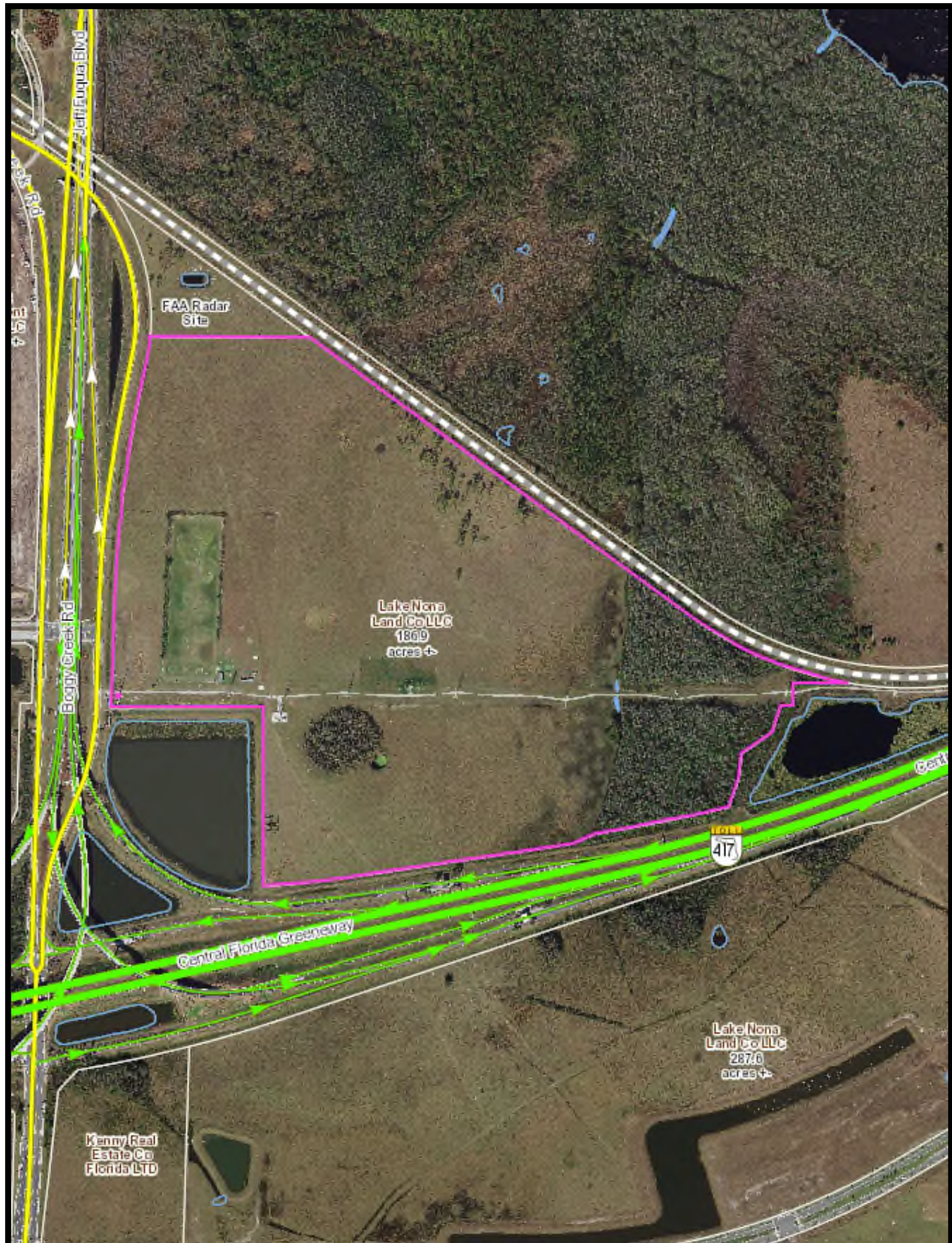


# TAX PARCEL 22-24-30-0000-00-006

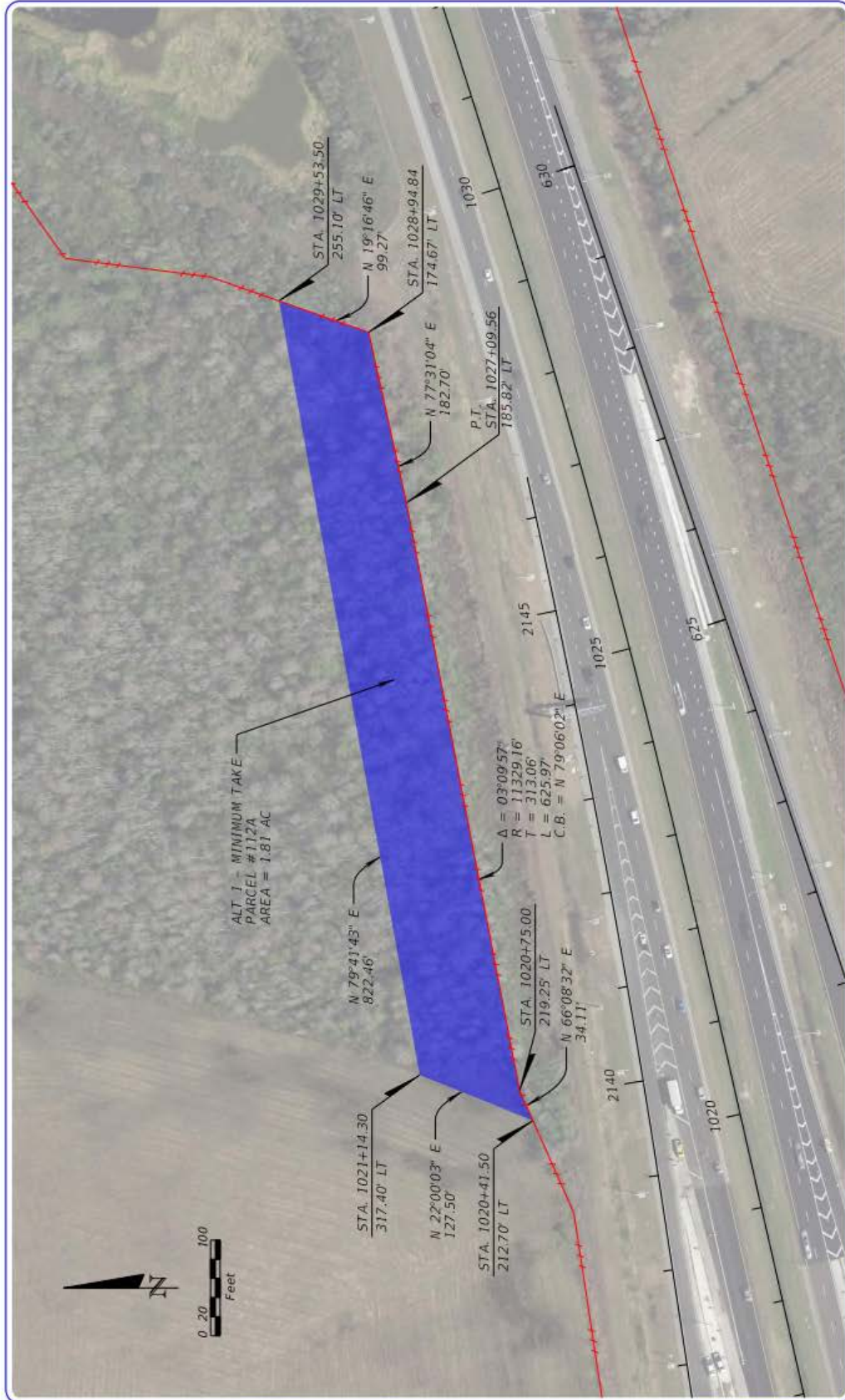




## AERIAL PHOTOGRAPH







OSCEOLA PARKWAY EXTENSION - PARCEL 112A

ROAD NUMBER

PROJECT NUMBER

OSCEOLA PARKWAY EXTENSION  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 106.05 FEET TO A POINT LYING 212.70 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1020+41.50 AND THE POINT OF BEGINNING; THENCE NORTH 22°00'03" EAST, A DISTANCE OF 127.50 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 822.46 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°16'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'57", AN ARC DISTANCE OF 625.97 FEET TO A POINT; THENCE SOUTH 66°08'32" WEST, NON TANGENT TO SAID CURVE, A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.


TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.848 ACRES, MORE OR LESS.

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND OR RIGHT-OF-WAY RECORDS. THE SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, BEING SOUTH 01°40'11" WEST, AN ASSUMED DATUM.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

PAGE 1 OF 2

				<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p> <p>H. Paul deVivero, Professional Land Surveyor No. 4990      DATE _____</p>	
REVISION		BY	DATE		
For: CENTRAL FLORIDA EXPRESSWAY AUTHORITY				<p> <b>GEODATA CONSULTANTS, INC.</b> <b>SURVEYING &amp; MAPPING</b> 1349 SOUTH INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: (407) 878-0841 Land Surveyor Business License No. 6556</p>	
Date: <u>MARCH 21, 2018</u>					
Project No.: <u>D08-01</u>					
Drawn: <u>RJG</u> Chkd.: <u>RJH/DPW</u>					
		<p><b>OSCEOLA PARKWAY EXTENSION CENTRAL FLORIDA EXPRESSWAY AUTHORITY PARCEL 112A</b></p>			



# SKETCH OF DESCRIPTION

## POINT OF COMMENCEMENT

NW CORNER OF THE NE 1/4 OF SECTION 27,  
TOWNSHIP 24 SOUTH, RANGE 30 EAST  
4"x4" CONCRETE MONUMENT  
PER THE EASTERN BELTWAY RIGHT-OF-WAY MAPS  
FROM STATION 932+48.49 TO 1041+14.75  
CFX PROJECT 454

## ABBREVIATIONS

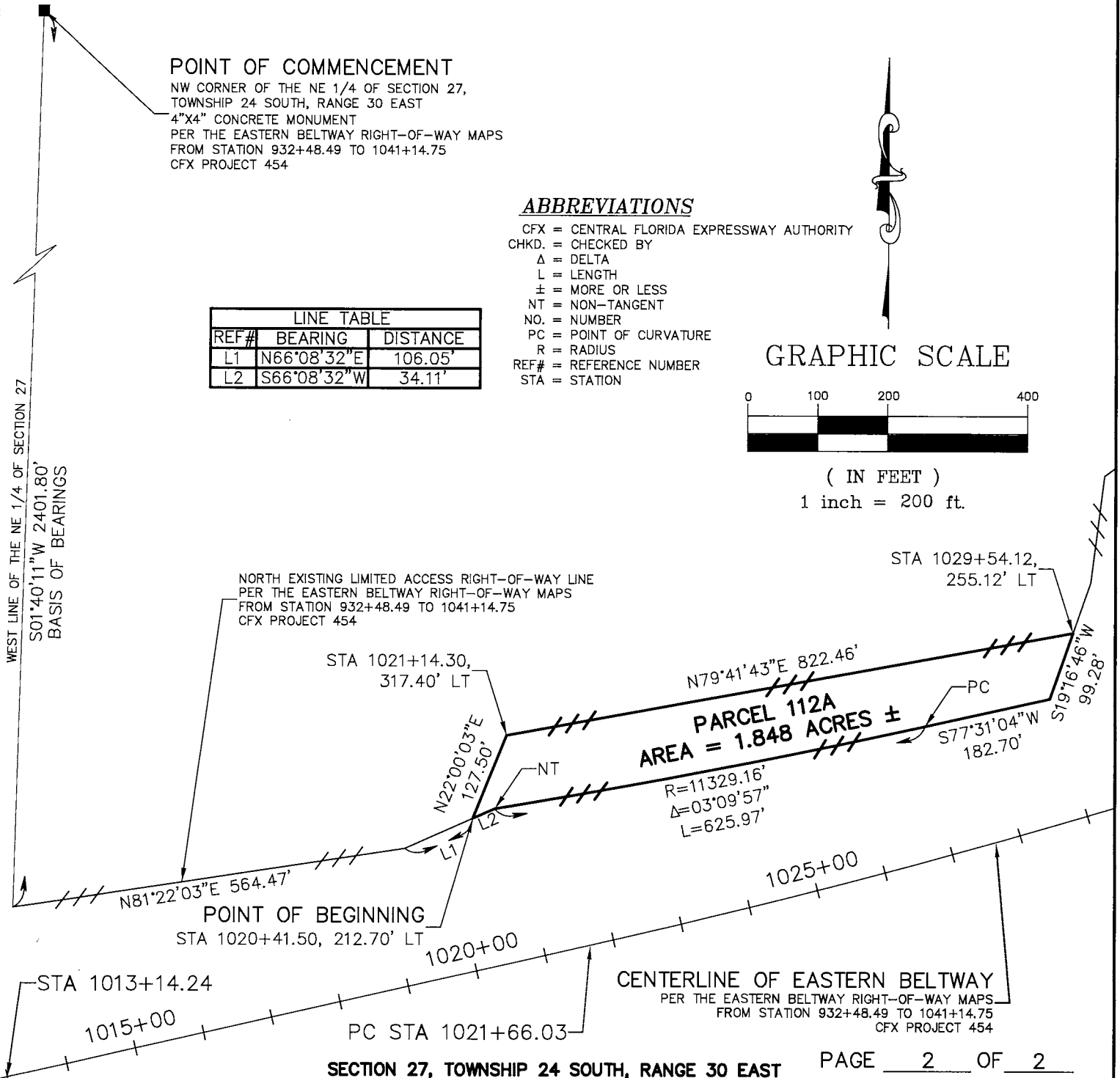
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CHKD. = CHECKED BY  
Δ = DELTA  
L = LENGTH  
± = MORE OR LESS  
NT = NON-TANGENT  
NO. = NUMBER  
PC = POINT OF CURVATURE  
R = RADIUS  
REF# = REFERENCE NUMBER  
STA = STATION

LINE TABLE		
REF#	BEARING	DISTANCE
L1	N66°08'32"E	106.05'
L2	S66°08'32"W	34.11'

## GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.



SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST

PAGE 2 OF 2

For: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Date: MARCH 21, 2018

Project No.: D08-01

Drawn: RJG Chkd.: RJH/DPW

OSCEOLA PARKWAY EXTENSION  
CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
PARCEL 112A



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

Land Surveyor Business License No. 6556

**REAL ESTATE ACQUISITION AGREEMENT**

This **REAL ESTATE ACQUISITION AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between **LAKE NONA LAND COMPANY, LLC, a Florida Limited Liability Corporation** ("Owner"), whose address is 699 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827, and whose U.S. Taxpayer Identification Number is 27-1740765; and **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, ("COUNTY"), whose address is 1 Courthouse Square, Kissimmee, Florida 34741.

**W I T N E S S E T H:**

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

**WHEREAS**, the County, the Central Florida Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part II ("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 OCX 2040 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**, the County, and CFX have entered into an Interlocal Agreement for Third-Party Funding as of February 20, 2018 ("Funding Agreement"), which agreement was joined for limited purposes by the First American Title Insurance Company, a Florida corporation; and

**WHEREAS**, CFX has identified the Property as necessary under the Funding Agreement; and

**WHEREAS**, CFX has negotiated the business terms for acquisition of the Property under the Funding Agreement; and

**WHEREAS**, the County desires to acquire the Property as right of way for future construction and maintenance of transportation related facilities (“Project”), or for other appropriate and legally authorized uses, and the County is required by law to furnish same for such purpose; and

**WHEREAS**, the County desires to purchase from Owner the fee simple interest in the Property; and

**WHEREAS**, Owner desires to sell to the County and the County desires to purchase from Owner the Property upon the terms and conditions herein below set forth.

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

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

2. **Agreement to Buy and Sell.** Owner agrees to sell to the County and the County agrees to purchase from Owner the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

3. **Parties.** All parties to this Agreement hereby acknowledge that the terms contained in section 20.055(5), Florida Statutes, may apply to this Agreement to the extent required by said statute. The parties hereby agree to comply with this subsection of Florida Statutes.

4. **Purchase Price.** The total Property to be purchased from Owner is 1.848 acres, more or less, and includes any and all site improvements (the “Property”). The County shall pay Owner for the Property the sum of Two Hundred Thousand and No/100 **Dollars (\$200,000.00)**, (the “Purchase Price”) which Purchase Price shall be paid by the County to Owner at Closing. The Purchase Price shall be paid by wire transfer of funds directly to the Broad and Cassel, LLP trust account as attorneys for Owner, subject to appropriate credits, adjustments and prorations as hereinbelow provided, and represents the full compensation to Owner for the Property and for any damages suffered by Owner and/or any adjoining property owned by Owner in connection with the transaction contemplated under this Agreement, including, without limitation, severance damages to Owner’s remaining property, business damages, consequential damages, any other damages whatsoever, together with interest, if any.

5. **County’s Right of Inspection.**

(a) **Right of Inspection.** The County shall at all times prior to the scheduled date of Closing have the privilege of going upon the Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which the County, in its discretion, deems necessary or desirable to determine the suitability of the Property for its

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

(b) Termination. In the event County elects to exercise its right to terminate this Agreement pursuant to the provisions of Section 5(a) hereof, such election must be exercised by providing written notice of the election to Owner (the "Termination Notice"), which Termination Notice must be timely provided (pursuant to the Notices provisions in Section 12 hereof) prior to the then-scheduled date of Closing.

(c) Indemnification. Subject to limitations provided in Statute 768.28, Florida Statutes, County hereby agrees to indemnify and hold harmless Owner against all claims, demands, and liabilities, including but not limited to attorneys' fees, or non-payment of services rendered to or for County, or damages or injuries to persons or property, or the Property, arising out of County's inspection of the Property, and not resulting from the wrongful acts or omissions of Owner or Owner's agents. Notwithstanding anything to the contrary set forth in this Agreement, the agreement to indemnify and hold Owner harmless in this Section 5(c) shall survive the Closing or any earlier termination of this Agreement as provided herein. The grant of indemnity in this Section shall include all actions undertaken by County or County's employees, agents, or consultants. In the event County terminates this Agreement during the inspection period County shall repair any damage to the Property resulting from Purchaser's inspection activities. In the event this Agreement is not terminated pursuant to the preceding provisions of this Section 5, as to all of County's access to and inspections of the Property occurring subsequent to the expiration of the time period for inspection and prior to the Closing the preceding provisions of this Section 5, including the indemnification provisions, shall remain in full force and effect, and shall survive the termination of this Agreement.

6. Evidence of Title. Within fifteen (15) days of the Effective Date of this Agreement, the County shall, at the County's sole cost and expense, obtain, and provide to Owner, a commitment from First American Title Insurance Company for a policy of Owner's Title Insurance (the "Commitment"). Copies of all documents constituting the exceptions referred to in the Commitment shall be attached thereto. The Commitment shall bind the title



company to deliver to the County a policy of Owner's Title Insurance which shall insure the County's title to the Property in an amount equal to the Purchase Price. The County shall have ten (10) days from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine same and notify Owner of any defects, a defect being a matter which would render title unmarketable or is otherwise unacceptable to the County. Owner shall have fifteen (15) days from receipt of notice of the title defect within which to remove such defect(s), and if Owner is unsuccessful in removing same within said time period, the County shall have the option of: (i) accepting title as it then is; or (ii) terminating this Agreement, whereupon each party shall then be released of all further obligations hereunder. Owner agrees that it will, if title is found to be unmarketable or otherwise unacceptable to the County, use its best efforts to correct the defect(s) in title within the time period provided therefor. In the event any of the foregoing time periods extend beyond the Closing Date, the Closing Date shall extend accordingly at the County's option. Those matters set forth on **Exhibit "B"** attached hereto and incorporated herein by reference, together with title exceptions listed in the Commitment and accepted in writing by the County, shall be deemed and collectively referred to herein as the "Permitted Exceptions". County shall take title to the Property subject to the Permitted Exceptions. At Closing, the County shall pay the premium for the Owner's Title Insurance Policy to be issued.

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

8. **Closing Date and Closing Procedures and Requirements.**

(a) **Closing Date.** The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall be held on or before \_\_\_\_\_ (\_\_\_) days after the Effective Date or such earlier date selected by the County by providing not less than ten (10) days' written notice to Owner (the "Closing Date"), at the offices of the County, or the County's attorney, or any other place which is mutually acceptable to the parties.

(b) **Conveyance of Title.** At the Closing, Owner shall execute and deliver to the County a Special Warranty Deed, in the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference, conveying fee simple marketable record title to the Property to the County, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances whatsoever except for Permitted Exceptions and other title exceptions to which County has not objected or which County has agreed to accept subject to pursuant to Sections 5.

(c) **Conveyance of Possession.** Title shall transfer as of the Closing Date and, on or before said Closing Date, Owner shall abandon and vacate the Property and shall remove

all personal property not included in this transaction that Owner intends to remove from the Property and for which the County has not paid Owner as part of the Closing. Owner shall surrender possession of the Property to the County at the Closing free of any tenancies, subtenancies or encumbrances, except those listed on the Permitted Exceptions in **Exhibit "B,"** or by separate agreement of the parties entered into prior to the Closing. Any personal property or fixtures left by Owner upon the Property after the Closing Date shall be presumed to be abandoned, and the County will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.

(d) **Prorating of Taxes and Assessments.** Owner shall pay all taxes, assessments and charges applicable to the Property for the period of time prior to the Closing date. All such taxes, assessments and charges shall be prorated as of the Closing date. At Closing, Owner will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, Owner's pro rata share of all taxes, assessments and charges as determined by the Osceola County Property Appraiser, the Osceola County Tax Collector and/or other applicable governmental County.

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

(f) **General Closing Documents.** At Closing, the Owner shall sign a closing statement, an owner's affidavit including matters referenced in Section 627.7842(1)(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA), an appropriate resolution authorizing the Owner to engage in the transaction, and such other documents as are necessary to complete the transaction. If, at the time of Closing, the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, limited liability company, trust or any form of representative capacity whatsoever, then at Closing the Owner shall sign a Beneficial Interest Affidavit described in Section 286.23, Florida Statutes, as applicable (a copy of which is attached hereto as **Exhibit "D"**).

9. **Maintenance of Property.** From and after the date hereof and until physical possession of the Property has been delivered to the County, Owner will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use, and Owner will pay all

taxes and assessments relative to the Property prior to the due date thereof. From and after the date hereof, Owner shall not offer to sell the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the Property or any interest therein.

10. **Warranties and Representations of Owner.** To induce the County to enter into this Agreement and to purchase the Property, Owner, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by the County and shall survive Closing;

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

(b) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality, unless such action has been commenced by the County.

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

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

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

(f) Owner has no knowledge of any anti-pollution, Environmental Laws, rules, regulations, ordinances, orders or directives which would hinder, prevent or substantially obstruct the County's use of the Property.

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

(h) No person, firm or other legal entity other than the County has any right or option whatsoever to acquire the Property or any portion or thereof or any interest therein.

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

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

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

#### 11. **Defaults.**

(a) Owner Default. In the event that: (i) any of Owner's representations and warranties contained herein are not true and correct, or (ii) Owner fails to perform in any of Owner's covenants and agreements contained herein within the time performance specified herein; County may exercise the following rights and remedies: (i) County shall have the right to terminate this Agreement, in which event the obligations of the parties under this Agreement shall be terminated (other than obligations which, by the terms of this Agreement, expressly survive the termination of the Agreement) and this Agreement shall be null and void; or (ii) pursue an action for specific performance of this Agreement against Owner (County acknowledges it has waived any right to pursue an action for damages against Owner, in the event of a default by Owner); provided, however, that nothing contained in this subsection shall limit or prevent the County from exercising its power of eminent domain to acquire, by condemnation, title to the Property.

(b) County Default. In the event either party breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, Owner, in its sole



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

12. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

County:	<b>OSCEOLA COUNTY</b> 1 Courthouse Square Kissimmee, FL 34741
With a copy to:	Andrew W. Mai, Esq. <b>OSCEOLA COUNTY</b> <b>COUNTY ATTORNEY</b> 1 Courthouse Square Suite 4200 Kissimmee, FL 34741
Owner:	<b>LAKE NONA LAND COMPANY, LLC</b> 6900 Tavistock Lakes Blvd., Suite 200 Orlando, Florida 32827
With a copy to:	Robert F. Mallett, Esq. <b>BROAD AND CASSEL, LLP</b> 390 N. Osceola Avenue, Suite 1400 Orlando, Florida 32801 Telephone (407) 839-4200 Facsimile (407) 425-8377

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

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

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

14. **Survival of Provisions.** Other than as specified to the contrary in Section 10 above, all covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

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

16. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal.

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

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

19. **Effective Date.** When used herein, the term “Effective Date” or the phrase “the date hereof” or “the date of this Agreement” shall mean the last date that either the County or Owner executes this Agreement.

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

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

22. **Indemnifications Regarding Brokers, Finders, Etc..** Owner represents and warrants to Osceola County, and Osceola County likewise represents and warrants to Owner, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the sale of the Property to Osceola County, and each Party hereto agree to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys’ fees) incurred in defending against any claims arising from or pertaining to any other brokerage commission, fees, costs, or other expenses which may be claimed by any broker, sales person or entity arising out of any actions of Osceola County (as to the indemnity obligations of Osceola County) or arising out of any actions of Owner (as to the indemnity obligations of Owner).

23. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Osceola County, Florida.

24. **Waiver/Time.** The waiver of any breach of any provision hereunder by Osceola County or Owner shall not be deemed to be a waiver of any proceeding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Agreement falls on a

Saturday, Sunday, or federal holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday or federal holiday. Any time period of five (5) days or less specified herein shall not include Saturdays, Sundays or federal holidays. Where used herein, the term “business days” shall be those days other than Saturdays, Sundays or federal holidays.

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

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

**THE NEXT PAGE IS THE SIGNATURE PAGE**



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

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk

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

\_\_\_\_\_

**“OWNER”**

**LAKE NONA LAND COMPANY, LLC,**  
a Florida Limited Liability Corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“COUNTY”**

**OSCEOLA COUNTY, FLORIDA**

By: \_\_\_\_\_

Chairman/Vice Chairman

Board of County Commissioners

Date: \_\_\_\_\_

**SCHEDULE OF EXHIBITS**

<b>EXHIBIT</b>	<b>DESCRIPTION</b>
A	Legal Description – The Property
B	Schedule – Permitted Exceptions
C	Form – Special Warranty Deed
D	Form – Beneficial Interest Affidavit

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

Project 599-2260  
Parcel No.: 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 106.05 FEET TO A POINT LYING 212.70 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1020+41.50 AND THE POINT OF BEGINNING; THENCE NORTH 22°00'03" EAST, A DISTANCE OF 127.50 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 822.46 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°16'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'57", AN ARC DISTANCE OF 625.97 FEET TO A POINT; THENCE SOUTH 66°08'32" WEST, NON TANGENT TO SAID CURVE, A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.848 ACRES, MORE OR LESS.

**EXHIBIT “B”**

**PERMITTED EXCEPTIONS**  
**Lake Nona Land Company, LLC**

**NONE**



**EXHIBIT "C"**

**FORM – SPECIAL WARRANTY DEED**

**Project 599-2260  
Parcel 112A**

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made and executed the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by **LAKE NONA LAND COMPANY, LLC, a Florida Limited Company** ("Owner"), whose address is \_\_\_\_\_, hereinafter referred to as "Grantor," to **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, and whose mailing address is 1 Courthouse Square, Kissimmee, FL 34741, hereinafter referred to as "Grantee".

**WITNESSETH** that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

**SEE ATTACHED EXHIBIT "A" (the "Property")**

**TOGETHER WITH** all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

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

**SUBJECT TO** as the ad valorem and real estate taxes for the calendar year 2018 and all subsequent years.

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

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject

property to Grantee, or the Grantee' or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**LAKE NONA LAND COMPANY, LLC,**  
a Florida Limited Liability Corporation

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of **LAKE NONA LAND COMPANY, LLC, a Florida limited liability corporation,** the \_\_\_\_\_, on behalf of the Company. He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

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

## **Exhibit "A" to Special Warranty Deed**

Project 599-2260  
Parcel No.: 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 106.05 FEET TO A POINT LYING 212.70 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1020+41.50 AND THE POINT OF BEGINNING; THENCE NORTH 22°00'03" EAST, A DISTANCE OF 127.50 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 822.46 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°16'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'57", AN ARC DISTANCE OF 625.97 FEET TO A POINT; THENCE SOUTH 66°08'32" WEST, NON TANGENT TO SAID CURVE, A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.848 ACRES, MORE OR LESS.

**EXHIBIT “B”**

**PERMITTED EXCEPTIONS**  
**Lake Nona Land Company, LLC**

**NONE**



**EXHIBIT “D”**

**DISCLOSURE OF INTERESTS IN REAL PROPERTY**

TO: Fred Hawkins, Jr., Chairman, **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida,

FROM: **LAKE NONA LAND COMPANY, LLC, a Florida Limited Corporation**

SUBJECT: Project 599-2260, Parcel 112A as more particularly described in Exhibit “A” attached hereto (hereinafter the “Property”)

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property as of the \_\_\_\_ day of \_\_\_\_\_, 2018 is as follows:

<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>
_____	_____ _____	
_____	_____ _____	

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

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

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to Osceola County, Florida.

**[SIGNATURE AND NOTARY ON NEXT PAGE]**

**SELLER**

**LAKE NONA LAND COMPANY, LLC,**  
a Florida Limited Liability Corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA \_\_\_\_\_  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of **LAKE NONA LAND COMPANY, LLC, a Florida Limited Liability Corporation.** He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

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

## **Exhibit "A" to Disclosures of Interests in Real Property**

Project 599-2260  
Parcel No.: 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 106.05 FEET TO A POINT LYING 212.70 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1020+41.50 AND THE POINT OF BEGINNING; THENCE NORTH 22°00'03" EAST, A DISTANCE OF 127.50 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 822.46 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°16'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'57", AN ARC DISTANCE OF 625.97 FEET TO A POINT; THENCE SOUTH 66°08'32" WEST, NON TANGENT TO SAID CURVE, A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.848 ACRES, MORE OR LESS.

4820-2216-8159, v. 2

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made and executed the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as "Grantor," to **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part II, and whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807, hereinafter referred to as "Grantee".

**WITNESSETH** that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

**SEE ATTACHED EXHIBIT "A" (the "Property")**

**TOGETHER WITH** all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

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

**SUBJECT TO** as the ad valorem and real estate taxes for the calendar year 2018 and all subsequent years.

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

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject property to Grantee, or the Grantee' or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining

property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**OSCEOLA COUNTY, FLORIDA,**  
a charter county and political subdivision of  
the State of Florida

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of **OSCEOLA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida**, the \_\_\_\_\_, on behalf of the Company. He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

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

Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **Exhibit "A" to Special Warranty Deed**

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1.848 ACRES, MORE OR LESS.



**EXHIBIT “B”**

**PERMITTED EXCEPTIONS**  
**Lake Nona Land Company, LLC**

**NONE**



## MEMORANDUM

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 *S.M. Driscoll*

DATE: March 13, 2018

RE: **State Road 429 Wekiva Parkway, Project 429-204; Parcel 251; Deposit: 4/15/15**

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Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee for the settlement of the supplemental attorneys' fees and litigation costs incurred by the property owner, American Finance, LLC ("American Finance"), in the above referenced matter.

### **BACKGROUND**

American Finance retained Tom Callan, Esquire, of the Callan Law Firm P.A., to represent its interests in these proceedings. American Finance accepted the Offer of Judgment made by CFX on October 31, 2016. As explained below, American Finance was involved in supplemental proceedings with its tenant, following which, an invoice detailing the work performed by the Callan Law Firm was submitted to Right-of-Way Counsel for CFX.

### **PARCEL 251 SUPPLEMENTAL PROCEEDINGS**

During these proceedings, American Finance was required to defend against an apportionment claim made by Respondent, Richard Crabb (the "tenant"). Notwithstanding his lease expiration in March 2012, well before the taking, the tenant actively pursued a claim for apportionment. The tenant moved for apportionment and objected to American Finance's motion for apportionment of the good faith deposit. This resulted in American Finance briefing the issue for the Court in preparation for an apportionment hearing held on May 14, 2015. At the hearing, the Court apportioned all of the deposit to American Finance with the exception of

\$20,000 which it required remain in the Court Registry pending a final determination of the tenant's right to any compensation paid for Parcel 251. Subsequently, the parties engaged in substantial discovery and depositions. Ultimately, American Finance settled the tenant's claim for \$5,000. Subsequently, Counsel for American Finance, submitted to Counsel for CFX, a detailed statement for his legal services and litigation expenses in the sums of \$20,596.00 and \$649.79, respectively. A copy of the invoice from Callan Law Firm, PA is attached as Exhibit "A" to this Memorandum.

### **ATTORNEY'S FEES**

The American Finance invoice from Callan Law Firm, PA, details 56.70 hours of time devoted to the supplemental proceedings in this matter for a total of \$29,596.00 and litigation expenses of \$649.79. Following negotiations, the parties were able to reach resolution of the invoice for supplemental attorney's fees and costs for a total amount of \$15,000.00 subject to final approval by the CFX Right-of-Way Committee and Board. American Finance did not incur any expert's fees or other costs in connection with the apportionment proceedings. A copy of the Settlement Agreement as to Supplemental Attorney's Fees and Costs is attached as Exhibit "B" to this Memorandum.

### **RECOMMENDATION**

Based upon our extensive knowledge and review of numerous attorneys' fee invoices for parcels on the project, positions taken by opposing counsel relative to attorney's fees and prior settlements, I recommend approval of the Respondent, American Finance's supplemental attorney's fees and costs in the total sum of \$15,000. This settlement resolves all outstanding 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 for all the outstanding supplemental attorney's fees and costs for the above referenced Respondent in the amount of \$15,000.00.

### **ATTACHMENTS**

Exhibit "A" - Callan Law Firm, PA, invoice (American Finance LLC Parcel 251)

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

Ken Anderson  
P.O. Box 607684  
Orlando, FL  
32860-7684

June 12, 2017

**Attention:**

File #: AmerFin-1086  
Inv #: 1854

**RE:** CFX v. American Finance - Supplemental Matter (Crabb)

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-23-15	Review Notice of Appearance- Gregory Stoner	0.30	127.50	TPC
	Review Notice of Appearance- Gregory Stoner	0.30	45.00	BSG
Apr-01-15	review answers and pleadings draft motion for apportionment	0.80	340.00	TPC
	draft order for hearing	0.60	255.00	TPC
Apr-06-15	review objection to motion to withdrawal, meet with staff and give assignment , tc with client on objection and tenant claims or concerns, review lease from client	2.60	1,105.00	TPC
	prepare list of items to include for RTP on tenant relocation benefits	0.50	212.50	TPC
Apr-09-15	draft Notice of Termination of Tenancy, tc with client	0.60	255.00	TPC
Apr-13-15	draft 3 day notice for no payment of rent	0.70	297.50	TPC
Apr-14-15	draff interrogatories to Tenant as to the leasehold claim and file, and request to produce	0.80	340.00	TPC
Apr-15-15	receipt and review of email from D.	1.10	181.50	BSG



	Poindexter RE expert invoices; meeting with TPC RE same; email to experts RE same; receipt and review of email from Joab Estinval RE Crabb relo benefits; replied to same; receipt and review of email from G Stoner RE interrogatories			
Apr-17-15	email from G. Stoner RE interros; research for Motion to Strike	0.70	115.50	BSG
Apr-21-15	apportionment issues, meeting with BSG on tenant, review lease, revise motion to strike and make into memorandum, suggestion on strategy re hearing	2.00	850.00	TPC
	research and draft of motion to strike answer and objection; research 57.105 motions; email to G. Stoner RE hearing scheduling	3.60	594.00	BSG
Apr-22-15	apportionment issue with Bender and BSG	0.60	255.00	TPC
	review motion for reconsideration of order of taking	1.00	425.00	TPC
	receipt and review of email from Jeff Bender; replied to same	0.30	49.50	BSG
Apr-26-15	prepare affidavit and motion for apportionment for hearing on 4-28-15	4.50	1,912.50	TPC
Apr-27-15	amend order prior to hearing	0.40	170.00	TPC
	review pleadings on discovery from CFX on lease	0.60	255.00	TPC
	review pleadings on 3rd request from CFX on tenant benefits	1.20	510.00	TPC
Apr-28-15	prepare and attend hearing	3.00	1,275.00	TPC
	meeting with TPC RE case status and offer to Crabb; emailed G Stoner with offer ; received reply RE same; responded to same; received another reply from Stoner RE offer	1.20	198.00	BSG
Apr-29-15	two emails to G Stoner RE settlement offer; receipt and review of email from Ken Anderson RE case status; replied to same	0.60	99.00	BSG



May-05-15	amend order after hearing send to court and opposing counsel	0.60	255.00	TPC
May-13-15	meeting with TPC RE ex parte tomorrow; drafted and filed notice and prepared folder for hearing	0.80	132.00	BSG
	call from G Stoner office RE hearing tomorrow	0.20	33.00	BSG
May-14-15	Review Richard Crabb's Notice of Serving Answers to American Finance First Request for Production	0.30	127.50	TPC
	Review Crabb's Notice of Serving Answers to American Finance First Request for Production	0.30	127.50	TPC
	Review Crabb's Notice of Serving Answers to American Finance Second Request for Production	0.30	127.50	TPC
	Review Crabb's Notice of Serving Answers to American Finance Interrogatories	0.30	127.50	TPC
May-26-15	Reviewed and filed RTP to Crabb; call to G Stoner's office to confirm email address; email to G Stoner and secretary RE deposition scheduling; received response from G. Stoner depo scheduling; replied to same	0.80	132.00	BSG
May-27-15	email to Ken Anderson RE deposition scheduling; receipt and review of three emails from client RE same; meeting with TPC RE case status; receipt and review of another email from client	0.80	132.00	BSG
Jun-01-15	rev order on possession for tenant	0.30	127.50	TPC
	Scan and File Richard Crabb's Answers to American Finance's first and second Requests to Produce and Answers to American Finance's Interrogatories	0.50	50.00	SLT
	Coordinate deposition scheduling of Richard Crabb with Opposing Counsel	0.50	50.00	SLT
Jun-03-15	rev and edit notice of deposition, revise duces tecum	0.20	85.00	TPC
	draft of deposition duces tecum for R Crabb;	1.80	297.00	BSG

meeting with TPC RE edits to same; made TPC suggested edits and filed same; meeting with TPC RE check receipt; drafted receipt for GFD check; email to client RE picking up check

Jun-15-15	Review Notice of Cancellation of Deposition-Ken Anderson	0.30	127.50	TPC
	notice of cancellation of deposition file, tc with Stoner and client	0.60	255.00	TPC
Jun-25-15	review discovery from CFX as to tenant	1.20	510.00	TPC
Jul-06-15	Review Crabb's Notice of Serving Answers to American Finance Third Request for Production	0.30	127.50	TPC
	assemble items for discovery to tenant from client and our file	1.20	510.00	TPC
Jul-07-15	finalize response and documents	1.00	425.00	TPC
Jul-22-15	rev letter from Stoner on discovery for apportionment	0.30	127.50	TPC
Aug-10-15	Draft new notice for deposition, confer with client and stoner	0.60	255.00	TPC
Aug-13-15	rev notice of deposition and forward to client set calendar	0.60	255.00	TPC
	revise and file our new notice of deposition	0.30	127.50	TPC
Aug-31-15	Review file and prep for deposition	2.00	850.00	TPC
	Attended deposition for Ken Anderson and Richard Crabb	5.00	2,125.00	TPC
Oct-22-15	Review Stoner's Time Records and Client Costs	1.00	425.00	TPC
Dec-04-15	draft motion for apportionment and withdrawal and attorneys fees, prepare order	1.20	510.00	TPC
Dec-07-15	file pleading on apportionment and withdrawal	0.20	85.00	TPC
Jan-05-16	email from Stoner, confer with staff	0.20	85.00	TPC

Invoice #: 1854

Page 5

June 12, 2017

Jan-12-16	finalize apportionment, confer with client, with stoner, review pleadings draft proposed order and motion	3.00	1,275.00	TPC
Jan-15-16	email to Stoner	0.20	85.00	TPC
Jan-19-16	letter to Judge Kest with signed motion and order	1.50	637.50	TPC
Feb-08-16	Review Crabb's Motion to Tax Attorney's Fees and Costs	0.30	127.50	TPC
	Totals	56.70	\$20,596.00	

**DISBURSEMENTS**

Apr-14-15	Orange Legal/Inv. 188705/transcript of hearing	321.55
Apr-15-15	Ashburn Associates/Inv. 2015001147	30.00
Apr-28-15	Orange Legal/192957	95.00
Apr-30-15	LexisNexis/3090209258	70.74
Sep-01-15	Orange Legal/Inv. 215419/Appearance fee on 8-31-15	132.50
	Totals	\$649.79

**Total Fee & Disbursements****\$21,245.79****Balance Now Due****\$21,245.79**

TAX ID Number 59-3482560



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

# INVOICE

Invoice No.	Invoice Date	Job No.
188705	4/14/2015	204847
Job Date	Case No.	
4/6/2015	2015CA0011480	
Case Name		
Central Florida Expressway Authority vs. Henry J. Dubel, Kathleen R. Dubel et al		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

## ORIGINAL TRANSCRIPT OF:

Hearing before the Honorable Kest, backorder	44.00 Pages	261.80
ASCII, Condensed		35.00
Delivery		20.00
E-mail transcript		0.00
<b>TOTAL DUE &gt;&gt;&gt;</b>		<b>\$316.80</b>

Payments may be made online at [www.orangelegal.com](http://www.orangelegal.com).

Thank you for your business!

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

(-) Payments/Credits:	321.55
(+) Finance Charges/Debits:	0.00
<b>(=) New Balance:</b>	<b>0.00</b>

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

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

Job No. : 204847 BU ID : Central FL  
Case No. : 2015CA0011480  
Case Name : Central Florida Expressway Authority vs. Henry J. Dubel, Kathleen R. Dubel et al  
Invoice No. : 188705 Invoice Date : 4/14/2015  
**Total Due : \$0.00**

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

### PAYMENT WITH CREDIT CARD



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

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

## INVOICE



Ashburn Associates Inc.

Your process serving company

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

Invoice #ASH-2015001147  
3/14/2018

Original Date: 4/15/2015

Your Contact: Anne  
**Case Number: Orange**

Landlord:  
**KEN ANDERSON, PRESIDENT, 1ST TRUST GROUP, INC. PRESIDENT, AMERICAN FINANCE, LLC.**

Tenant:  
**RICHARD ALLAN CRABB,**

Received: 4/14/2015 Served: 4/14/2015 7:10 pm INDIVIDUAL/PERSONAL  
To be served on: RICHARD ALLAN CRABB

### ITEMIZED LISTING

Line Item	Quantity	Price	Amount
LOCAL SERVICE FEE	1.00	30.00	30.00
TOTAL CHARGED:			\$30.00
5/18/2015 #9228			30.00
BALANCE DUE:			\$0.00

Thank you for your business!

DUE TO THE INCREASED AMOUNT OF PRINTING THE EMAILED DOCUMENTS REQUIRED TO SERVE WE WILL NOW  
CHARGE .10 PER PAGE AFTER 20 PAGES AS OF OCTOBER 1, 2017  
THANK YOU FOR YOUR BUSINESS !





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

# INVOICE

Invoice No.	Invoice Date	Job No.
192957	4/29/2015	219181
Job Date	Case No.	
4/28/2015	2015CA0011480	
Case Name		
Central Florida Expressway Authority vs. Henry J. Dubel, Kathleen R. Dubel et al		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

Hearing before the Honorable John M. Kest

Appearance Fee - Hearing, First Hour, deferred

95.00

Estimated # of Pages

23.00

0.00

**TOTAL DUE >>>**

**\$95.00**

Payments may be made online at [www.orangelegal.com](http://www.orangelegal.com).

Thank you for your business!

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

**(-) Payments/Credits:**

95.00

**(+) Finance Charges/Debits:**

0.00

**(=) New Balance:**

**0.00**

**Tax ID:** 59-2754282

*Please detach bottom portion and return with payment.*

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

Job No. : 219181 BU ID : Central FL  
Case No. : 2015CA0011480  
Case Name : Central Florida Expressway Authority vs. Henry J. Dubel, Kathleen R. Dubel et al  
Invoice No. : 192957 Invoice Date : 4/29/2015  
**Total Due : \$0.00**

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

**1-800-275-7991**

## PAYMENT WITH CREDIT CARD



Cardholder's Name:

Card Number:

Exp. Date:

Phone#:

Billing Address:

Zip:

Card Security Code:

Amount to Charge:

Cardholder's Signature:

Email:





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

# INVOICE

Invoice No.	Invoice Date	Job No.
215419	9/1/2015	237717
Job Date	Case No.	
8/31/2015	2015CA0011480	
Case Name		
Central Florida Expressway Authority vs. Henry J. Dubel, Kathleen R. Dubel et al		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

Richard A. Crabb

Appearance Fee - First hour, deferred		95.00
Appearance Fee - each additional hour, deferred	0.50	37.50
Estimated # of Pages	58.00	0.00
<b>TOTAL DUE &gt;&gt;&gt;</b>		<b>\$132.50</b>

Payments may be made online at [www.orangelegal.com](http://www.orangelegal.com).

Thank you for your business!

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

(-) Payments/Credits:	132.50
(+) Finance Charges/Debits:	0.00
(=) New Balance:	0.00

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

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

Job No. : 237717 BU ID : Central FL  
Case No. : 2015CA0011480  
Case Name : Central Florida Expressway Authority vs. Henry J. Dubel, Kathleen R. Dubel et al  
Invoice No. : 215419 Invoice Date : 9/1/2015  
Total Due : \$0.00

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:	



US FEDERAL TAX ID 52-1471842  
CANADIAN GST REGISTRATION NUMBER 123397457RT  
DUN AND BRADSTREET NUMBER 87-767-2683  
LexisNexis, a Division of Reed Elsevier Inc.

**INVOICE TO:**

Customer Number: 10001XLA1  
Attn: MELANIE RICHMOND  
CALLAN LAW FIRM, PA  
921 BRADSHAW TER  
ORLANDO FL 32806-1209  
UNITED STATES

\*\*\*For inquiries please call 1-800-262-2391  
(opt 3, opt 1).\*\*\*

Invoice Period	Invoice Date	Invoice Number	Account Number	Payment Due	Amount Due in USD
01-APR-2015 to 30-APR-2015	30-APR-2015	3090209258	1000HWPUT	10 Days from Receipt of Invoice	\$508.98

<b>Summary Current Period Charges</b>	
Current Period Charges	\$264.60
Current Period Charges - Taxes	\$0.00
<b>Total Current Period Charges</b>	<b>\$264.60</b>

<b>Account Summary</b>	
Previous Balance	\$244.38
Payments/PrePayments	\$0.00
Prior Period Credits	\$0.00
Prior Period Credits - Taxes	\$0.00
Adjustments	\$0.00
Total Current Period Charges	\$264.60
<b>Total Amount Due</b>	<b>\$508.98</b>

\$ 70.74

AmerFin-1086

✂ Detach and return this portion with payment



Attn: MELANIE RICHMOND  
CALLAN LAW FIRM, PA  
921 BRADSHAW TER  
ORLANDO FL 32806-1209  
UNITED STATES

Account Number: 1000HWPUT  
Amount Due USD: \$508.98  
Invoice Number: 3090209258  
Invoice Date: 30-APR-2015

Amount Enclosed:

**Remit Payment to:**  
**LexisNexis, a Division of Reed Elsevier Inc.**  
**PO Box 7247-7090**  
**Philadelphia PA 19170-7090**



1000HWPUT12015043030902092580000000508981

Invoice Period	Invoice Date	Invoice Number	Account Number	Payment Due	Amount Due in USD
<b>01-APR-2015 to 30-APR-2015</b>	<b>30-APR-2015</b>	<b>3090209258</b>	<b>1000HWPUT</b>	<b>10 Days from Receipt of Invoice</b>	<b>\$508.98</b>

#### Subscription Invoice Details

LexisNexis Subscription Content Feature (01-APR-2015 - 30-APR-2015)	\$264.60
LexisNexis Subscription Subtotal	\$264.60

#### Transactional Invoice Details

LexisNexis Transactional Charges	\$0.00
----------------------------------	--------

<b>Subtotal</b>	<b>\$264.60</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Total Current Period Charges USD</b>	<b>\$264.60</b>

- For details of above invoice including sales tax information, please visit <https://www.lexisnexis.com/NewPowerInvoice>.
- Amounts which have not been paid within 30 days after the invoice due date will thereafter, until paid, be subject to a late payment charge at a rate equal to 15.00% per annum (or, if less, the maximum rate permitted under applicable law).

## **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,

vs.

CASE NO.: 2015-CA-001148-O

HENRY J. DUBEL, et al.,

Parcel 251 (American Finance, LLC)

Respondents.

Division 39

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

Through informal discussion between counsel for the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") and Respondent, AMERICAN FINANCE, LLC ("American Finance"), the parties reached the following Settlement Agreement as to supplemental attorneys' fees and costs for Parcel 251.

1. For reference purposes, the above-listed Respondent submitted an invoice from the Callan Law Firm, P.A. in the amount of \$21,245.79 for American Finance as to Parcel 251.
2. Petitioner will pay to Respondent's attorneys, the Callan Law Firm, P.A., the sum of FIFTEEN THOUSAND AND 00/100 Dollars (\$15,000.00) in full settlement and satisfaction of all supplemental attorneys' fees and litigation costs pursuant to Section 73.092(2), Florida Statutes for Parcel 251. Respondent incurred no expert fees in this matter.
3. This Settlement Agreement will be placed on the agenda for the next 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 a 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.



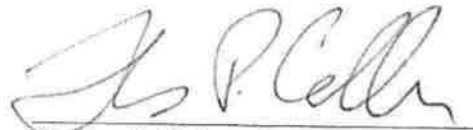
5. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the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

6. This Settlement Agreement, if approved by the CFX Board, resolves all supplemental attorneys' fees and costs incurred by Respondent for Parcel 251. Respondent American Finance shall make no further claims of any nature against CFX in connection with the taking of Parcel 251.

7. This Settlement Agreement, executed by counsel for the parties on this 13 day of March, 2018, contains all the agreements of the parties.



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




Thomas P. Callan, Esq.  
Counsel for Respondent,  
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: March 27, 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  
**Proposed Settlement Agreement of Power Acoustics' Fees and Costs**

---

### 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 resolved as part of full compensation.

During the Right of Way Committee meeting held in January 2018, this Committee recommended approval of a settlement agreement resolving all the owners' expert fees and costs, except for the invoices submitted by Juris Corporation and Power Acoustics.

On March 21, 2018, the trial court held a fee hearing with respect to the expert fee of Juris Corporation. After two hours of opening statements and testimony, the trial court terminated the hearing because the hearing could not be concluded within the allotted time.



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

### **RESOLUTION OF THE INVOICES FROM POWER ACOUSTICS**

After ongoing negotiations, counsel for the property owners and CFX reached a proposed settlement agreement as to the invoices from Power Acoustics in the amount of **\$8,900.00**, which corresponds to a reduction of about 25%. The proposed Settlement Agreement is attached as **Exhibit A** and the invoices submitted by Power Acoustics, which total \$11,962.50, are attached as **Composite Exhibit B**.

Section 73.091, Florida Statutes, requires the condemning authority to pay “all reasonable costs incurred in the defense of the proceedings.” In addition, CFX would be responsible for attorney’s fees for supplemental proceedings.

### **REQUESTED ACTION**

We respectfully request that the Right of Way Committee recommend to the CFX Board approval of a settlement in the amount of **\$8,900.00** to resolve the expert fees and costs of Power Acoustics with respect to Parcels 112 (Parts A & B) and 712. This resolves all remaining 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, attorney’s fees, attorney’s costs, expert fees, expert costs, and any other claim, with the exception of the expert fees and costs of Juris Corporation in the amount of \$63,142.50 and supplemental attorney’s fees incurred in connection with a fee hearing.

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  
OF POWER ACOUSTICS, INC.**

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 **EIGHT THOUSAND NINE HUNDRED DOLLARS (\$8,900.00)** in full settlement and satisfaction of the following expert witness fees and costs incurred by Respondents in this case, specifically as follows:

EXPERT FEES	INVOICED AMOUNT	SETTLEMENT AMOUNT
Power Acoustics, Inc.	\$11,962.50	\$8,900.00

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, 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

A

("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 the expert's 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 27th day of March, 2018, contains all the agreements of the parties.



Print Name: Linda S.B. Lanosa  
Central Florida Expressway Authority



Print Name: Thomas 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

**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			
<b>Total, US Dollars</b>			<b>\$2,730.00</b>

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.

**B**

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

# Invoice

DATE	INVOICE #
6/6/2017	17-06306

<b>BILL TO</b>
The Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

<b>CUSTOMER CONTACT / SHIPPED TO</b>
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
<b>SUBTOTAL</b>	<b>11</b>		
		<b>\$2,310.00</b>	

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
			<b>Total, US Dollars</b> \$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**

<b>Date</b>	<b>Time</b>	<b>Rate</b>	<b>Work Accomplished</b>
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
<b>SUBTOTAL</b>	<b>35.5</b>		<b>Hours Worked</b>
		<b>\$6,922.50</b>	

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel   
Bryan Homayouni, P.E., Manager, Traffic Operations 

DATE: March 29, 2018

RE: License Agreement for a Dynamic Message Sign on South Jeff Fuqua Boulevard with Greater Orlando Aviation Authority

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## BACKGROUND

The Central Florida Expressway System is important to the Greater Orlando Aviation Authority ("GOAA") as it provides the most efficient and high capacity access to and from the Orlando International Airport via State Road 528 at the State Road 436 Interchange and at the Goldenrod Road Interchange and via State Road 417 at the South Jeff Fuqua Boulevard Interchange ("South Access Interchange").

As part of the South Access Interchange, Central Florida Expressway Authority ("CFX") wishes to install a twelve-foot three-inch (12'3") wide by one-foot four-inch (1'4") dynamic message sign ("DMS") upon an existing structure along with power, a fiber optic line, monitoring equipment, and a control cabinet, collectively referred to as the "Facilities." The Facilities will be located on GOAA's property. The DMS will provide real time traffic information for passengers and employees of GOAA as they egress airport property to the south and is therefore providing a direct benefit to GOAA, the Orlando International Airport, and its passengers and employees.

## REQUEST

We request the Committee's recommendation for Board approval of the attached License Agreement with Greater Orlando Aviation Authority for the construction, operation and maintenance of the Facilities, subject to minor changes with the approval of the Executive Director and General Counsel or their designees.

## ATTACHMENTS

License Agreement with the following exhibits:

- A. Legal Description
- B. Site Plan
- C. Above Ground Improvements

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

This Instrument prepared by:  
Christopher J. Wilson, Esq.  
Marchena and Graham, P.A.  
976 Lake Baldwin Lane, Suite 101  
Orlando, Florida 32814

**LICENSE AGREEMENT**  
**(Dynamic Message Sign)**

THIS LICENSE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the GREATER ORLANDO AVIATION AUTHORITY, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399, a public and governmental body, existing under and by virtue of the laws of the State of Florida (the “Authority”), hereinafter called the LICENSOR, and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body public and corporate, an agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, hereinafter called the LICENSEE.

WITNESSETH:

A. WHEREAS, the AUTHORITY, controls the following-described property, which is situated in the County of Orange and State of Florida, pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015, with the City of Orlando, City Document No. 13260-1: SEE ATTACHED EXHIBIT “A”; and

B. WHEREAS, LICENSEE is obligated to operate the Central Florida Expressway Systems within the geographical boundaries of Orange, Seminole, Lake and Osceola Counties; and

C. WHEREAS, the Central Florida Expressway System is important to LICENSOR as it provides the most efficient and high capacity access to and from the Orlando International Airport (MCO) via State Road 528 at the State Road 436 Interchange and at the Goldenrod

Road Interchange and via State Road 417 at the future South Jeff Fuqua Boulevard Interchange ("South Access Interchange"); and

D. WHEREAS, as part of the South Access Interchange, LICENSEE wishes to install a twelve foot three inch (12'3") wide by one foot four inch (1'4") dynamic message sign ("DMS") upon an existing structure, power, fiber optic line, monitoring equipment and control cabinet (collectively referred to as the "Facilities"); and

E. WHEREAS, the Facilities shall be located within the specific license area designated on EXHIBIT "B", attached hereto, incorporated herein and by this reference made a part hereof;

F. WHEREAS, the DMS will provide real time traffic information for passengers and employees of LICENSOR as they egress airport property to the South and is therefore providing a direct benefit to LICENSOR, MCO and its passengers and employees.

NOW, THEREFORE, for and in consideration of certain expenditures of the LICENSEE made in connection with the furnishing the benefit as hereinbefore indicated, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the LICENSOR does hereby grant to the LICENSEE, over, under and upon that certain license area shown on said drawing and designated thereon as the "DMS LICENSE AREA", the non-exclusive right, privilege and license to (1) construct and locate said Facilities on said license area, as designated on the drawing attached hereto, and maintain and repair said Facilities thereon and/or remove the same therefrom, and (2) exercise the right of ingress and egress to, over and/or under said lands described in EXHIBIT "B" hereinabove, as reasonably necessary for the purpose of exercising the rights and privileges herein granted, subject to terms, conditions and limitations contained herein.

The parties hereto agree as follows:

1. LICENSEE shall have the right to construct, locate, lay, operate, inspect, maintain, repair and remove said Facilities, together with the rights and privileges necessary for the full use and enjoyment thereof. Any portion of the Facilities required to be located underground shall be located at a depth of no less than three feet (3') and no more than ten feet (10') below the existing surface level within the DMS LICENSE AREA. The only above ground improvements shall be the sign structure, DMS, control cabinet, and monitoring camera attached to the sign structure, all as shown in more detail on EXHIBIT "C". The camera shall be static and point south at all times. The feed from said camera shall be made available to the Aviation Authority upon request. Construction and maintenance, other than emergency maintenance, shall occur in the overnight hours, between 11:00 p.m. – 5:00 a.m. in order to limit impacts to traffic on Jeff Fuqua Boulevard. LICENSEE shall prepare a Maintenance of Traffic ("MOT") plan for its construction of the Facilities and during any maintenance events. The MOT shall be provided to the LICENSOR for coordination, review and comment at least fourteen (14) days prior to its planned implementation. Within thirty (30) days of completion of initial construction and any maintenance that changes the location of the Facilities, LICENSEE shall provide Authority with as-built plans depicting the Facilities. LICENSEE shall restore all damages to AUTHORITY's property and improvements that are caused by LICENSEE in the exercise of any of the rights and privileges hereby granted.

2. Subject to the limits and the limitations set forth in Section 768.28, Florida Statutes, LICENSEE hereby agrees that it will indemnify, defend and hold completely harmless LICENSOR and the City of Orlando, and the members (including, without limitation, members of the Authority's Board and the City of Orlando's Council, and members of the citizens advisory committees of each), officers, employees and agents of each from any and all suits, actions, judgments, and reasonable attorneys' fees, cost and expenses (at trial and all appellate

levels) arising from any suits, actions, or claims of any character, type, or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the acts or omissions of LICENSEE or its agents, employees, licensees, or invitees in connection with the License granted hereunder. CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations under this paragraph are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

LICENSEE shall promptly repair any damage to the DMS LICENSE AREA or any other property not owned by LICENSEE, caused by LICENSEE exercising its rights under this agreement including without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures. In the event that LICENSEE, its employees, agents or contractors cause damage to the DMS LICENSE AREA, or any other property not owned by LICENSEE, in the exercise of the privileges granted herein, LICENSEE agrees to restore said property so damaged to its original condition and grade.

3. All work performed within the DMS License Area under the License granted herein by LICENSEE or LICENSEE's employees, agents, engineers, contractors and other representatives shall be at the sole risk and expense of such parties performing such work and neither LICENSOR nor City shall have any liability for any injuries or damages sustained. Additionally, LICENSEE

shall require that its contractors, agents and consultants that carry out the work within the DMS LICENSE AREA provide insurance in accordance with LICENSEE's guidelines. LICENSEE shall include in its applicable contracts related to the Facilities construction that LICENSOR is to be an additional named insured as CFX in construction or maintenance contracts and shall be included as a third-party beneficiary as to indemnification provisions related to use of the DMS License Area or applicable portions thereof pursuant to the grants of this License.

4. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless LICENSOR shall permanently discontinue the use of the Facilities or unless LICENSEE shall abandon the use of said Facilities, in which event, the LICENSEE may continue the use of said license rights and privileges for any reasonable period of time thereafter for the purpose of removal by the LICENSEE of the Facilities. Notwithstanding the above, this License may be terminated by either Party upon six (6) months written notice. In the event of such permanent discontinuance by the LICENSOR, early termination or in the event of such abandonment and/or such removal of said Facilities by LICENSEE, the License privileges and rights granted herein shall be extinguished.

5. The Facilities and specifically the DMS, shall only be used for informational messages related to the operation of the Central Florida Express System and emergency-related messages. LICENSEE shall be prohibited from showing advertisements of any kind or messages of third-parties, regardless of whether compensation is received for the message(s) on the DMS.

6. The fiber optic cables, as well as, any other telecommunication cables installed as part of the Facilities under this License shall only be used by LICENSEE for purposes of operating its DMS to provide information to the travelling public. LICENSEE is prohibited from allowing any third-party to utilize its fiber optic line or any other telecommunication cables.

7. LICENSEE shall submit its plans to LICENSOR's Development Review



Committee (“DRC”) for its review to confirm compliance with all terms of this License.

8. LICENSEE shall not impact any protected areas, including any protected, wetlands, uplands or conservation easements which are in the vicinity of the Facilities.

9. LICENSEE shall be solely responsible for maintaining the Facilities in first-class manner (e.g. regularly paint poles, replace missing bulbs in sign). If LICENSEE fails to properly maintain the Facilities, the LICENSOR, upon fourteen (14) days written notice, may perform any maintenance it deems appropriate to bring the sign back to first-class standard, all at the cost of LICENSEE. LICENSOR shall be responsible for grounds maintenance (i.e. mowing, edging) around the Facilities within the DMS License Area and agrees to reimburse the LICENSEE for any substantial damage caused directly by such maintenance.

10. LICENSOR covenants that it has the right to grant the approvals, privileges and license described or stated herein, and LICENSOR covenants that LICENSEE shall have the non-exclusive, quiet and peaceful use and enjoyment of said license.

11. LICENSEE’S use of the license granted hereunder shall at all times be in compliance with all Federal, State and local laws, rules, regulations, ordinances, codes and statutes.

12. The provisions hereof shall inure to and be binding upon the legal representatives, successors and assigns of the Parties hereto, respectively.

13. Subject to the terms and conditions set forth herein, LICENSOR reserves the right to use the DMS LICENSE AREA for any lawful purposes that do not materially interfere with LICENSOR’s rights granted herein. The LICENSOR’s reserved rights include the right to use and enjoy the surface thereof and airspace above for development related to the Orlando International Airport, the right to construct, use, maintain and repair landscaping, roadways, driveways, walkways, sidewalks, parking lots and transportation facilities or other uses where

paving or concrete are necessary for such uses; provided LICENSOR shall not create or maintain any drainage or retention pond, reservoir or water impoundment, maintain any deep- rooted trees, construct nor permit to be constructed any building or vertical structure on the surface of the DMS LICENSE AREA. The LICENSOR reserves the right to install and maintain underground utilities perpendicular and parallel to the Facilities provided any installation shall provide a minimum clearance from the Facilities of two feet (2') horizontal, outside of pipe to outside of pipe and two feet (2') vertical, outside of pipe to outside of pipe. The LICENSOR further reserves the right, upon six (6) months written notice, to request that the Facilities be relocated at LICENSEE's expense, if required by a project of the LICENSOR.

14. Effective Date shall mean the date that the last party executed this License.

15. This License contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, or otherwise, between the Parties not embodied herein shall be of any force or effect.

16. This License may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the Parties hereto. No failure by the Parties to insist upon the strict performance of any covenant, duty, agreement or condition of this License or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of a future breach of any other covenant, agreement, term or condition. Any Party hereto, by notice, may waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, covenant or breach of any other Party hereto. No waiver shall affect or alter this License, but every covenant, agreement, term and condition of this License shall continue in full force and effect with respect to any other then existing or subsequent duty, obligation, covenant or breach thereof.

17. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or transmitted electronically (i.e. telecopier device), within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: Executive Director

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: General Counsel

LICENSOR: GREATER ORLANDO AVIATION AUTHORITY  
Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399  
Attn: Executive Director  
Telephone: (407) 825-2051  
Telecopy: (407) 825-2202

Copy to: Greater Orlando Aviation Authority  
Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399  
Attn: Chief Operation Officer  
Telephone: (407) 825-2051  
Telecopy: (407) 825-2202

Copy to: Marchena and Graham, PA  
976 Lake Baldwin Lane, Suite 101  
Orlando, FL 32814  
Telephone: (407) 658-8566  
Telecopy: (407) 281-8564

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

18. In the event of any dispute hereunder or of any action to interpret or enforce this License, any provision hereof or any matter arising herefrom, the prevailing Party shall be entitled to recover from the losing Party its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in arbitration, in mediation, in any bankruptcy action, in any declaratory action, at trial or on appeal.

19. The provisions of this License shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, assigns and legal representatives.

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

21. To facilitate execution, the Parties hereto agree that this License may be executed in as many counterparts as may be required and it shall not be necessary that any signature of or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

22. This License shall be construed in accordance with and interpreted under the laws of the State of Florida.

23. This License is solely for the benefit of the Parties hereto. No right, remedy, cause of action or claim shall accrue by reason hereof to or for the benefit of any third party who is not a Party executing this License.

24. This License is the result of mutual negotiations between the Parties hereto and all Parties have contributed substantially and materially to the preparation hereof. Accordingly, this LICENSE shall not be construed more strictly against any one Party than against the others.

25. The Parties agree that this License shall be recorded in the Public Records of Orange County, Florida.

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized officers have caused this License Agreement to be executed in their names and their seals to be affixed hereto as of the day and year first above written.

**“LICENSOR”**

**WITNESS:**

**GREATER ORLANDO AVIATION AUTHORITY**

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

By:\_\_\_\_\_  
Phillip N. Brown, A.A.E.,  
Executive Director  
Date:\_\_\_\_\_

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

**ATTEST:**

APPROVED AS TO FORM AND LEGALITY this  
\_\_\_\_day of \_\_\_\_, 2018, for the use and reliance by the  
GREATER ORLANDO AVIATION AUTHORITY,  
only.

By:\_\_\_\_\_  
Dayci S. Burnette-Snyder  
Assistant Secretary

Marchena and Graham, P.A., Counsel.

By:\_\_\_\_\_  
Marchena and Graham, P.A.

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_day of \_\_\_\_, 2018,

by Philip N. Brown, A.A.E., and Executive Director of the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, on behalf of said GREATER ORLANDO AVIATION AUTHORITY. He is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Commission Expires:

**WITNESS:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Regla Lamaute, Recording Clerk

**“LICENSEE”**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**, a public  
Corporation of the State of Florida

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Executive Director

Date: \_\_\_\_\_

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

\_\_\_\_\_  
By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 2018 by \_\_\_\_\_ of CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY, a body public and corporate, an agency of the State of Florida a division of said  
corporation. He personally appeared before me and is personally known to me.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

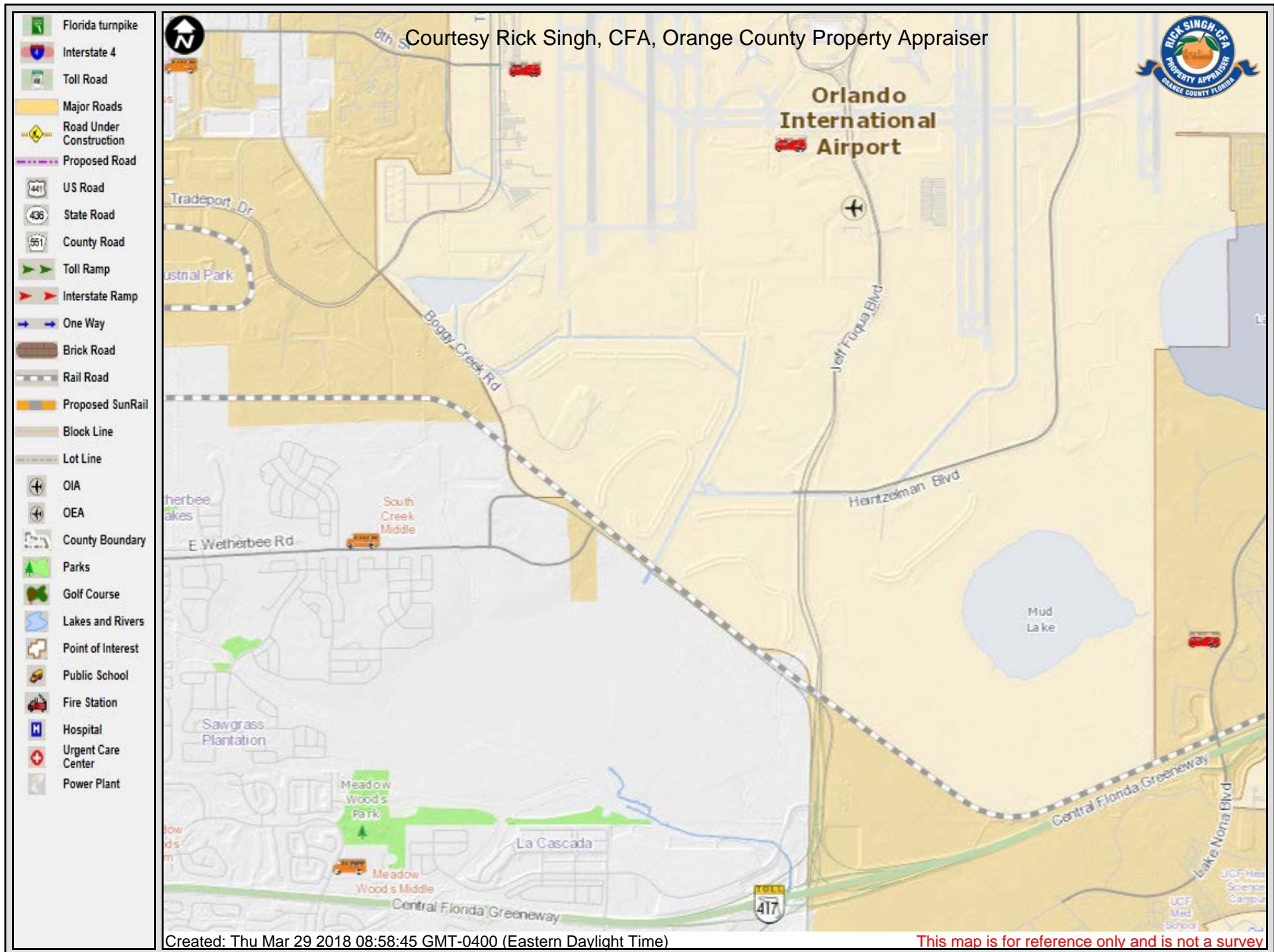
Commission Expires:



**Exhibit “A”**

Legal Description:

*(Insert Exhibit “A” Property Map)*

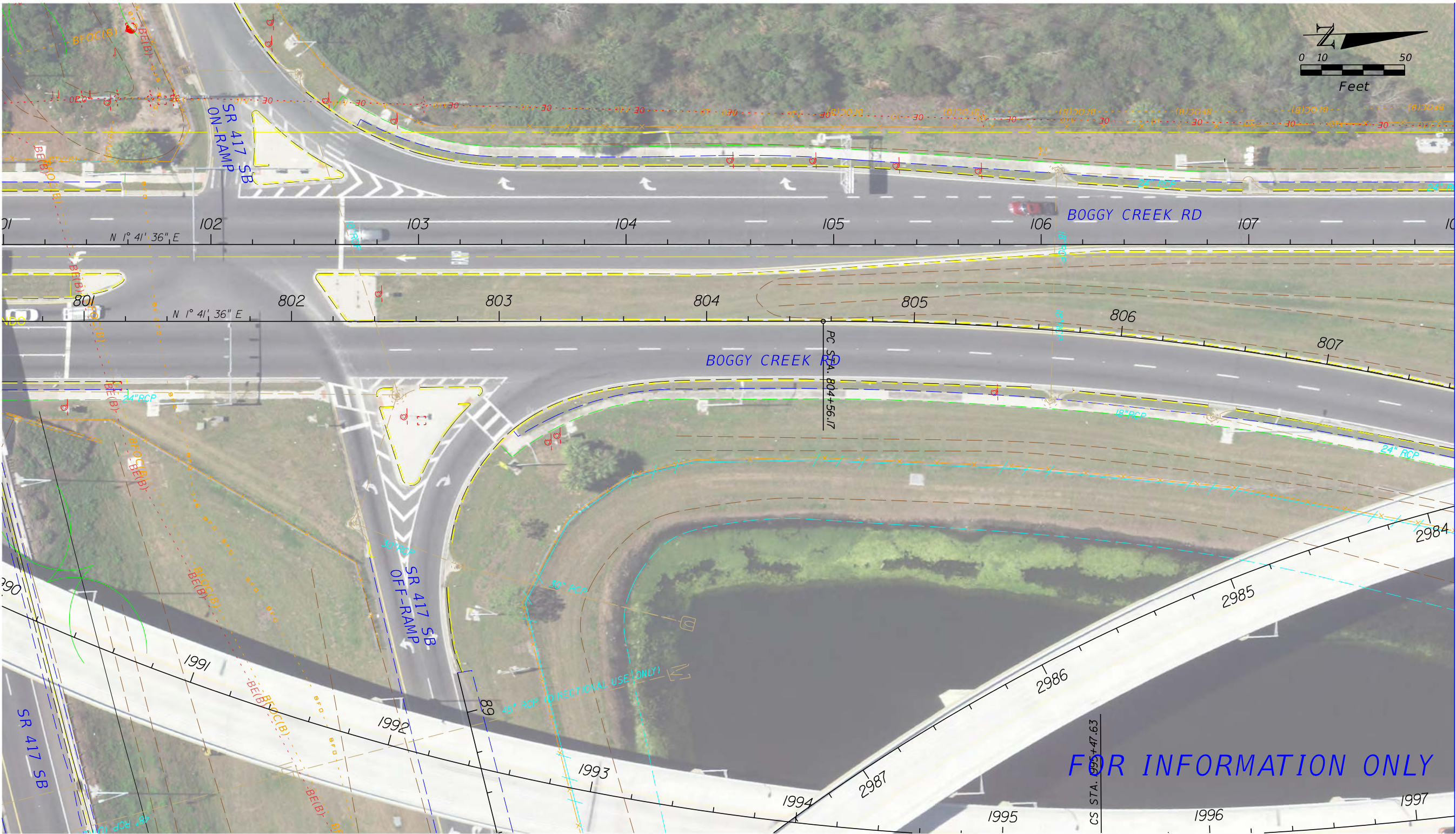


## **Exhibit “B”**

Site Plan:

*(Insert map showing location of DMS LICENSE AREA)*





MATCHLINE-SEE SHEET IT-8

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



**DRMP**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
DRMP, INC.  
941 LAKE BALDWIN LANE, ORLANDO, FLORIDA 32814  
PHONE: (407) 896-0594 FAX: (407) 896-4836  
CERTIFICATE OF AUTHORIZATION NO. 2648  
NICHOLAS D. DEVITO, P.E. LICENSE NO. 78448

nddevito

CFX PROJ. NO.
599-537

CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

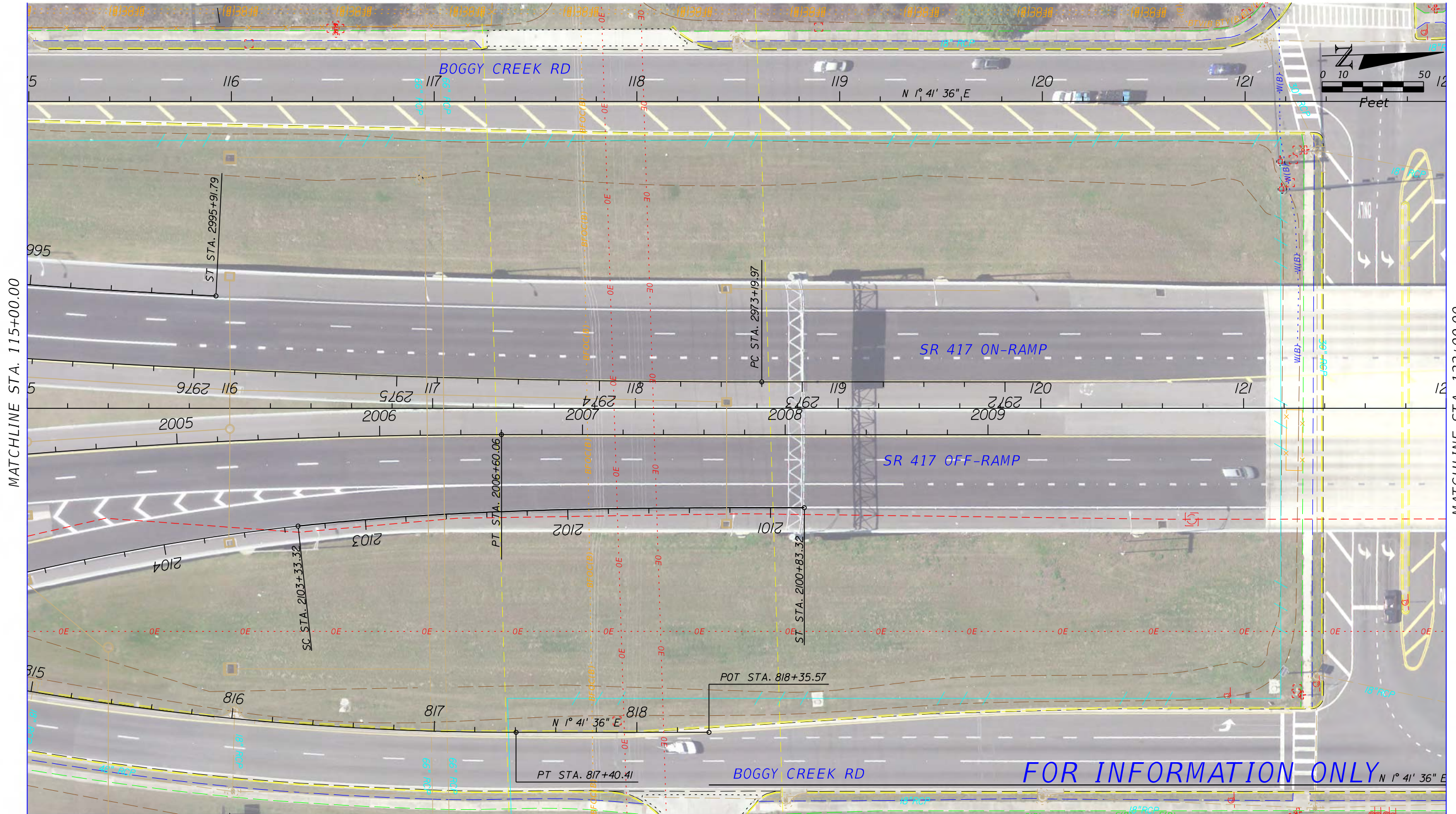
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ITS PLAN SHEET

SHEET NO.
IT-7










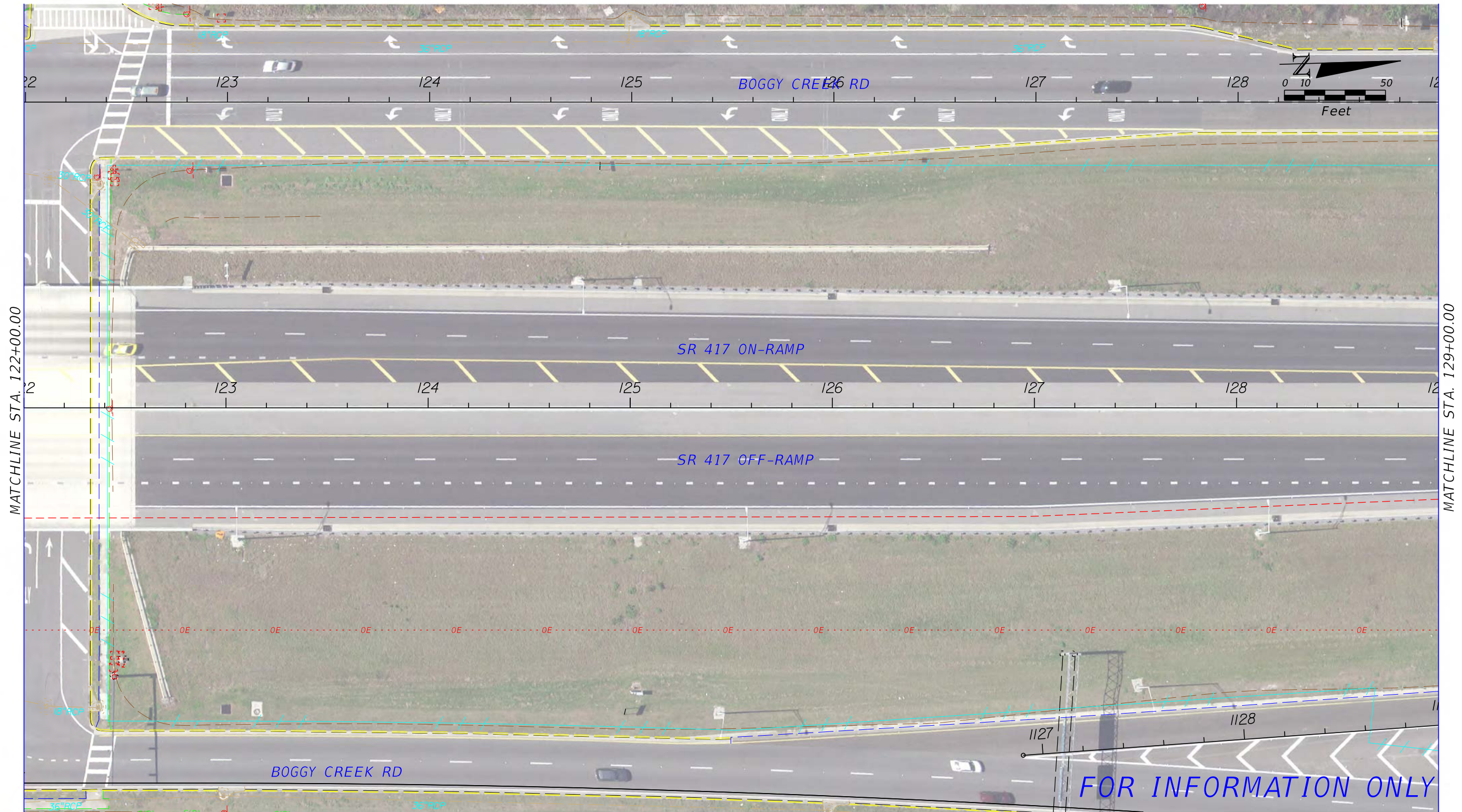
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DRMP, INC.  
941 LAKE BALDWIN LANE, ORLANDO, FLORIDA 32814  
PHONE: (407) 896-0594 FAX: (407) 896-4836  
CERTIFICATE OF AUTHORIZATION NO. 2648  
NICHOLAS D. DEVITO, P.E. LICENSE NO. 78448

CFX PROJ. NO.
599-537

CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

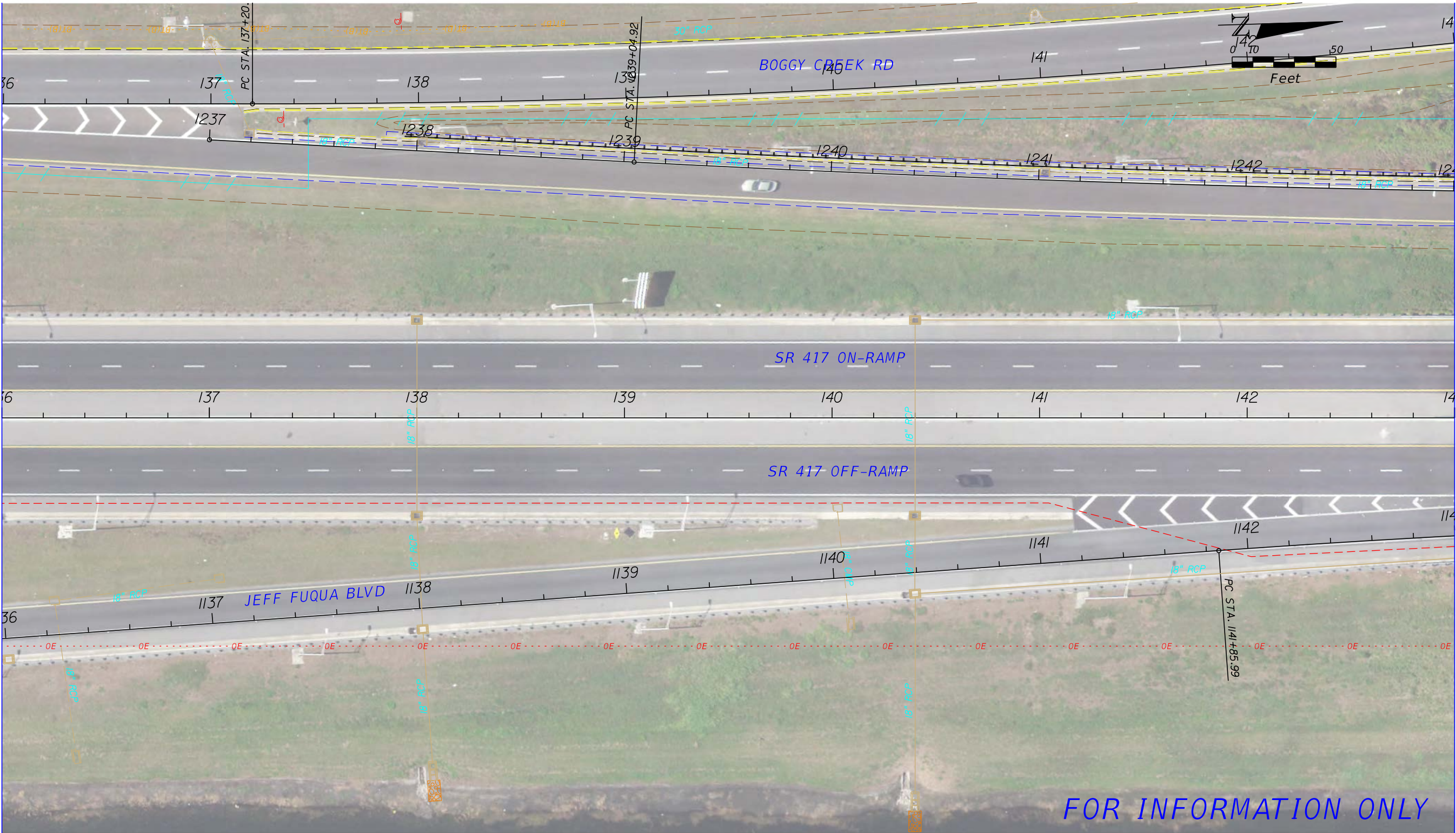
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ITS PLAN SHEET

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IT-11

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MATCHLINE STA. 143+00.00

FOR INFORMATION ONLY

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DRMP, INC.  
941 LAKE BALDWIN LANE, ORLANDO, FLORIDA 32814  
PHONE: (407) 896-0594 FAX: (407) 896-4836  
CERTIFICATE OF AUTHORIZATION NO. 2648  
NICHOLAS D. DEVITO, P.E. LICENSE NO. 78448

CFX PROJ. NO.
599-537

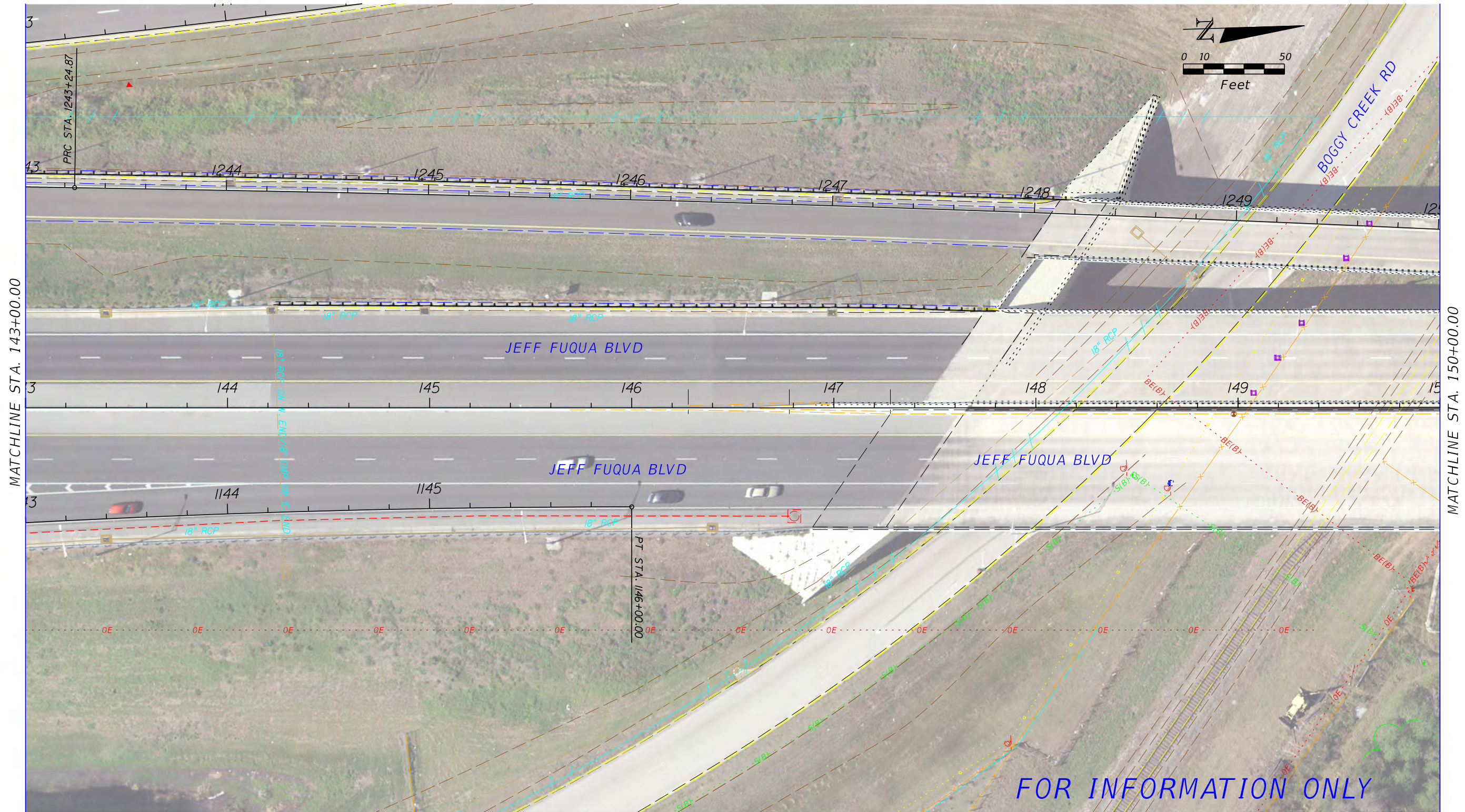
CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

EXHIBIT "B"  
ITS PLAN SHEET

SHEET NO.
IT-12

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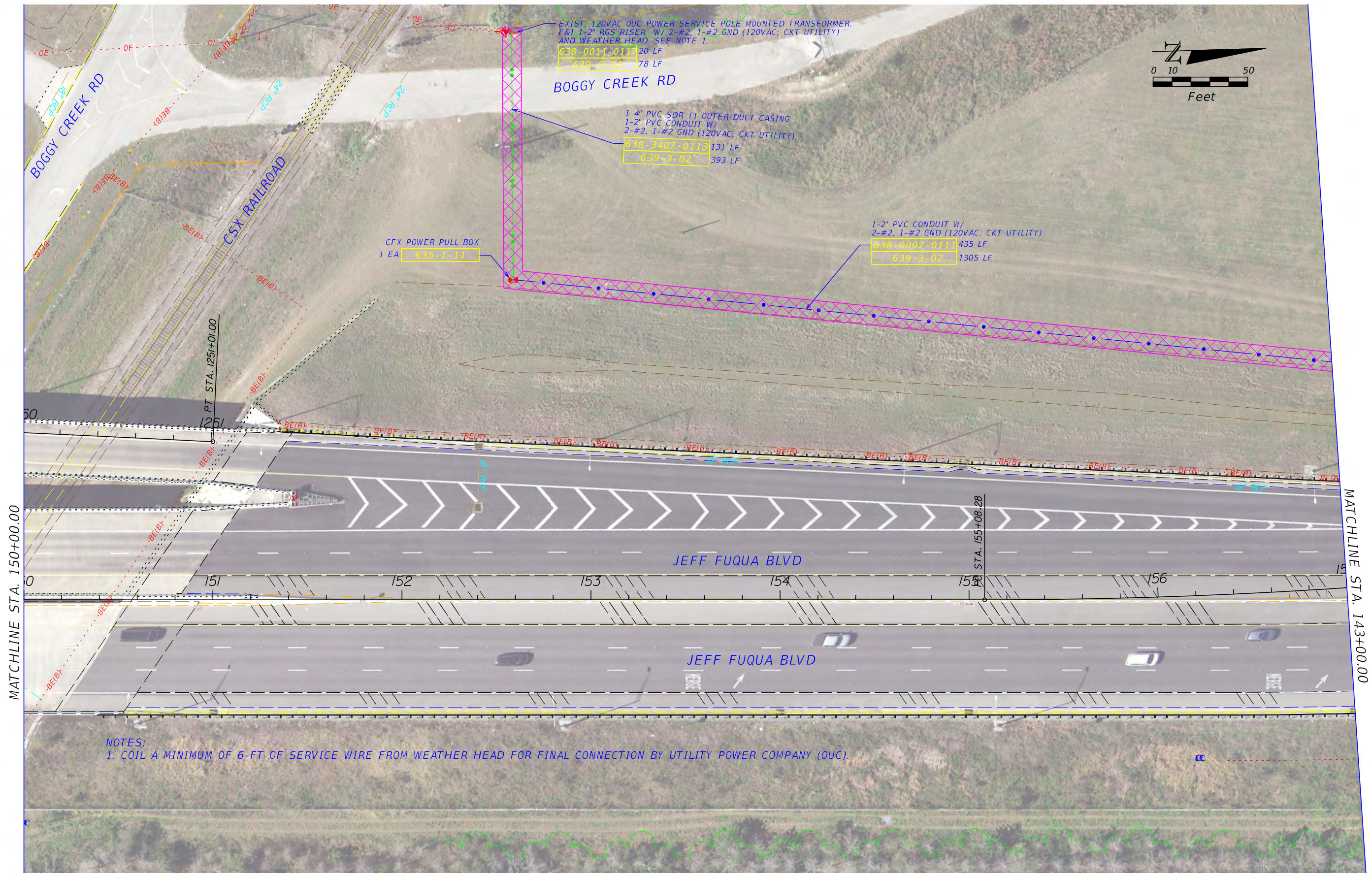




REVISIONS				 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS DRMP, INC. 941 LAKE BALDWIN LANE, ORLANDO, FLORIDA 32814 PHONE: (407) 896-0594 FAX: (407) 896-4836 CERTIFICATE OF AUTHORIZATION NO. 2648 NICHOLAS D. DEVITO, P.E. LICENSE NO. 78448	CFX PROJ. NO.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	EXHIBIT "B" ITS PLAN SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
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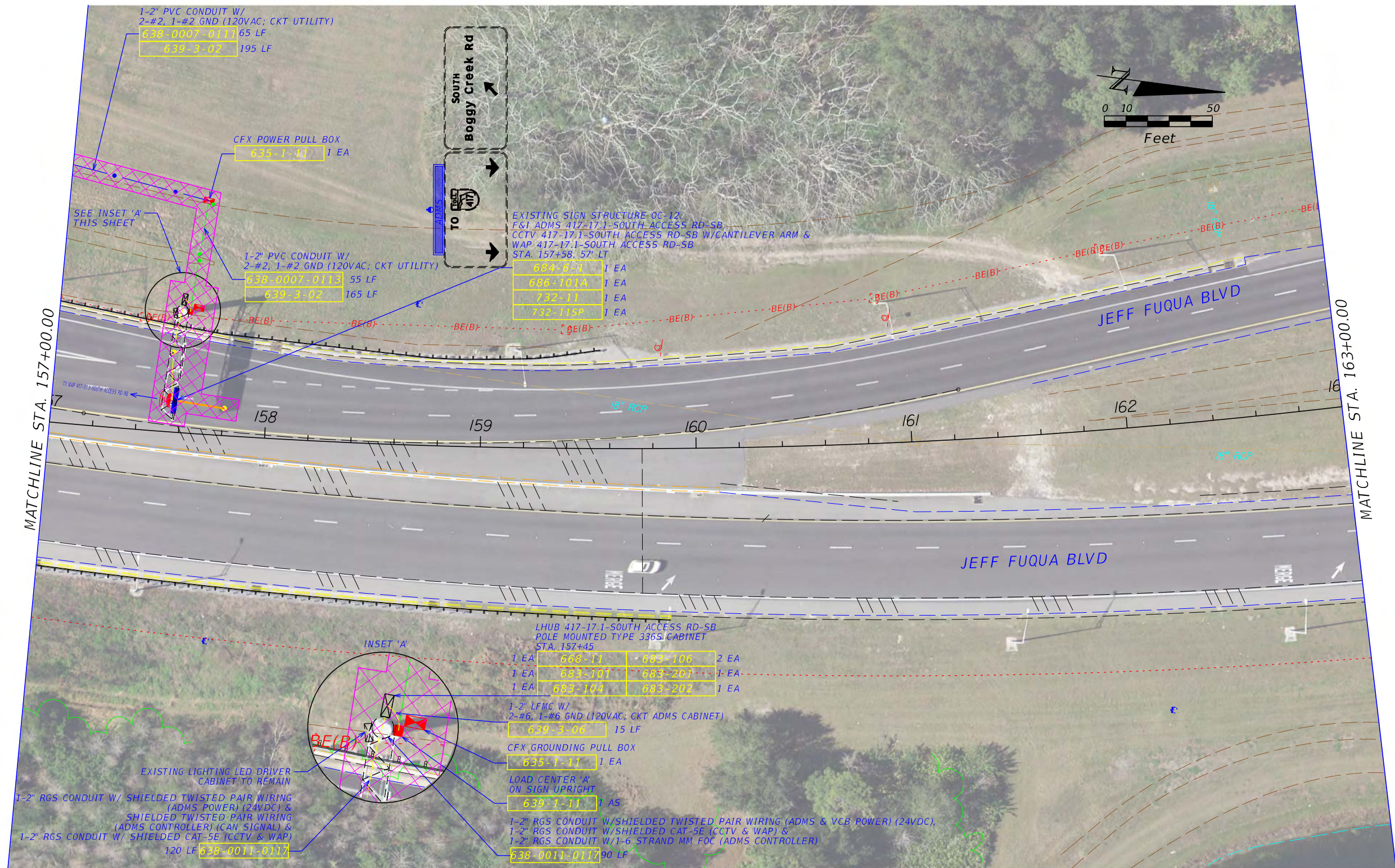


NOTES:  
1. COIL A MINIMUM OF 6-FT OF SERVICE WIRE FROM WEATHER HEAD FOR FINAL CONNECTION BY UTILITY POWER COMPANY (OUC).

REVISIONS				 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS DRMP, INC. 941 LAKE BALDWIN LANE, ORLANDO, FLORIDA 32814 PHONE: (407) 896-0594 FAX: (407) 896-4836 CERTIFICATE OF AUTHORIZATION NO. 2648 NICHOLAS D. DEVITO, P.E. LICENSE NO. 78448	CFX PROJ. NO.  599-537	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	EXHIBIT "B" ITS PLAN SHEET		SHEET NO.  IT-14
DATE	DESCRIPTION	DATE	DESCRIPTION						

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



**DRMP**  
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PHONE: (407) 896-0594 FAX: (407) 896-4836  
CERTIFICATE OF AUTHORIZATION NO. 2648  
NICHOLAS D. DEVITO, P.E. LICENSE NO. 78448

CFX PROJ. NO.
599-537

CENTRAL  
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AUTHORITY

**EXHIBIT "B"**  
*ITS PLAN SHEET*

SHEET NO.
IT-15

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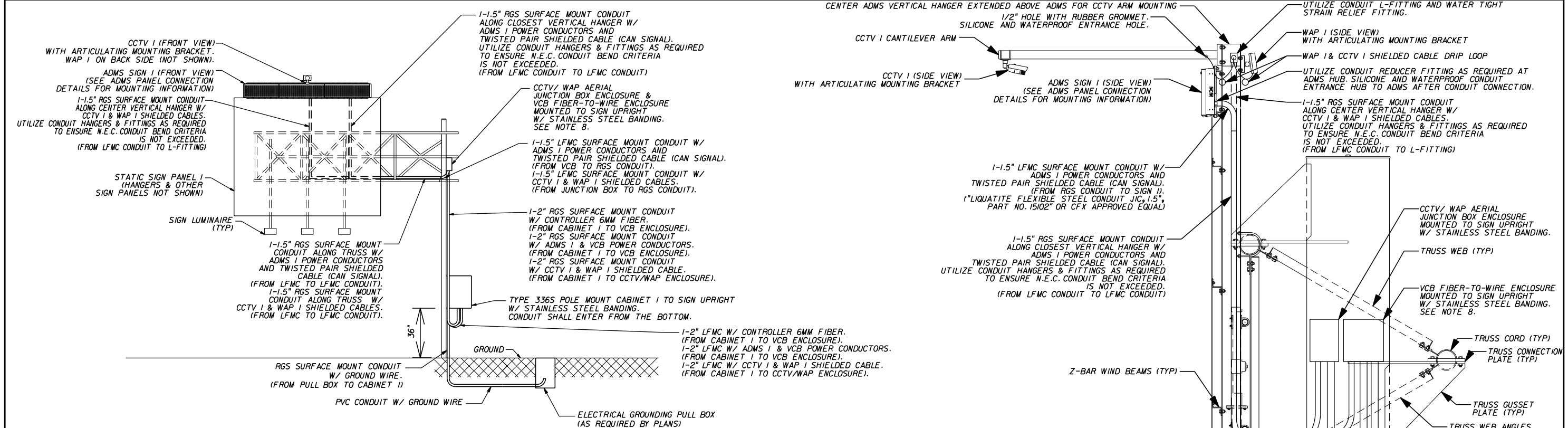


## **Exhibit “C”**

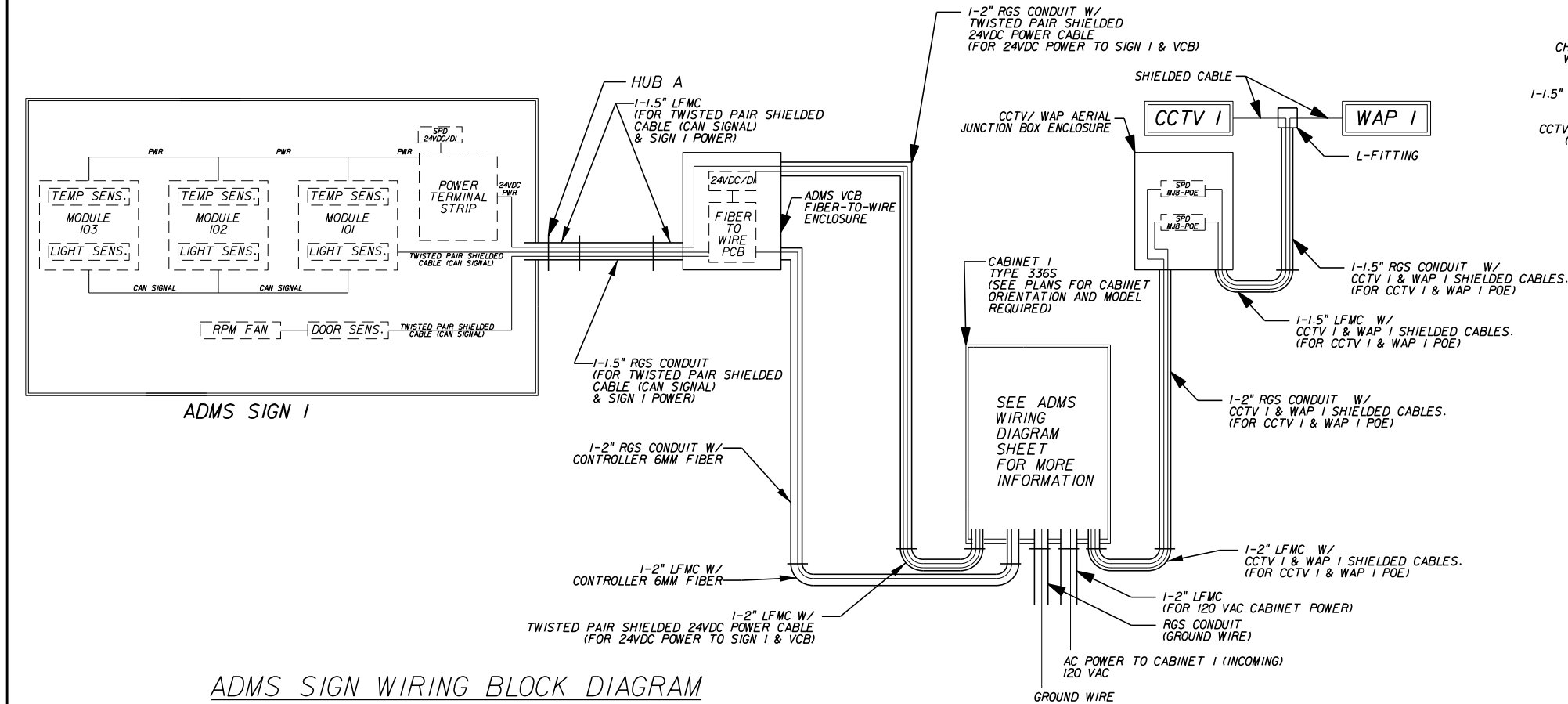
Above Ground Improvements:

*(Insert detailed graphic of DMS and Facilities)*

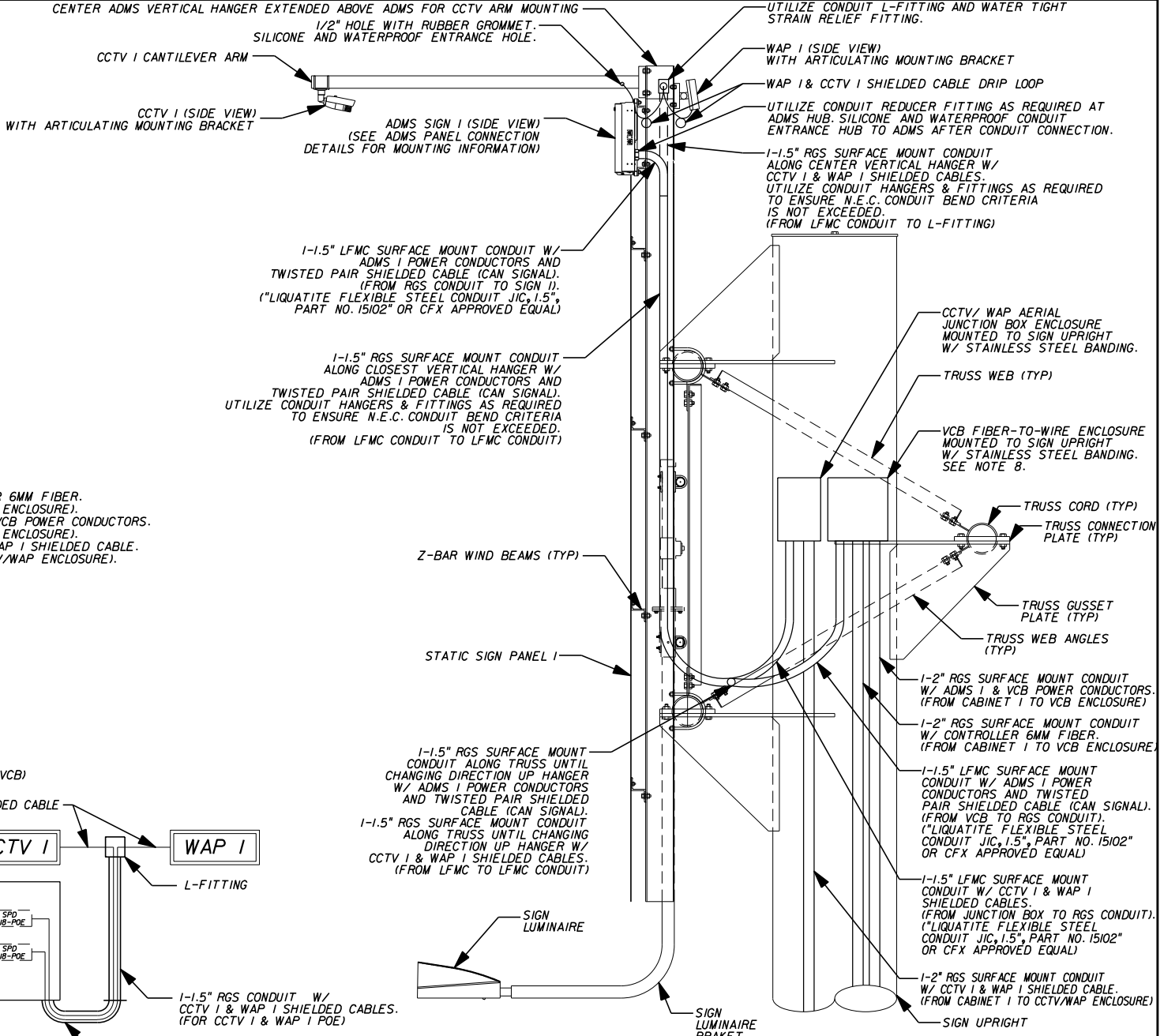




ADMS SIGN CONDUIT DIAGRAM



ADMS SIGN WIRING BLOCK DIAGRAM



SIGN STRUCTURE MOUNTED ADMS (PROFILE)

- NOTES:
1. THE SPD MODEL NUMBERS THAT ARE SHOWN ARE APT PRODUCTS.
  2. ALL SPD ARE TO BE MOUNTED ON A DIN RAIL. DIN RAIL SHALL BE GROUNDED PER SPD MANUFACTURER'S RECOMMENDATIONS.
  3. PLAN REQUIREMENTS WILL VARY PER INSTALLATION. THE CONTRACTOR IS TO UTILIZE THIS DETAIL FOR CONSTRUCTION REQUIREMENTS BUT MUST BID EACH INSTALLATION AS REQUIRED BY THE PLAN SHEETS. NO ADDITIONAL COMPENSATION WILL BE GIVEN.
  4. THE CONTRACTOR SHALL SUBMIT A DETAILED WIRE-BY-WIRE DIAGRAM FOR REVIEW AND APPROVAL BY THE AUTHORITY PRIOR TO INSTALLATION.
  5. CONDUIT SHALL BE SECURED TO SIGN STRUCTURE WITH "MINERALLAC STAINLESS STEEL CONDUIT HANGARS AT 5' CENTERS (CATALOG NO. 1SB (3/4"), 2SB (1"), 4SB (1.5"), 5SB (2") OR AUTHORITY APPROVED EQUAL). USE SILICONE LOCK TIGHT AFTER DRILLING HOLE.
  6. SIGN STRUCTURE AND POLE MOUNTED CABINET GROUNDING SHALL BE PER APPLICABLE GROUNDING DETAILS.
  7. ENSURE SHIELDED SIGNAL WIRE IS GROUNDED PER MANUFACTURER'S RECOMMENDATIONS.
  8. VCB ENCLOSURE SHALL BE LOCATED WITHIN 40- FEET OF THE ADMS CONDUIT ENTRANCE HUB. ENCLOSURE MOUNTING LOCATION SHALL BE ADJUSTED AS NEEDED UPON ENGINEER'S APPROVAL.
  9. ANY ADDITIONAL CONDUIT, WIRING OR HARDWARE SHALL BE CONSIDERED INCIDENTAL TO THE WORK REQUIRED FOR THE ADMS, CCTV & WAP INSTALLATION.

<b>OVERHEAD SIGN TRUSS INSTALLATIONS</b>	
<b>EXHIBIT "C"</b>	
<b>1-LINE ADMS W/ WAP &amp; CCTV</b>	
<b>DEVICE DETAIL</b>	
SHEET NO.	IT-XX

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



**DRMP**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
DRMP, INC.  
941 LAKE BALDWIN LANE, ORLANDO, FLORIDA 32814  
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CERTIFICATE OF AUTHORIZATION NO. 2648  
NICHOLAS D. DEVITO, P.E. LICENSE NO. 78448

CFX PROJ. NO.
599-537

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
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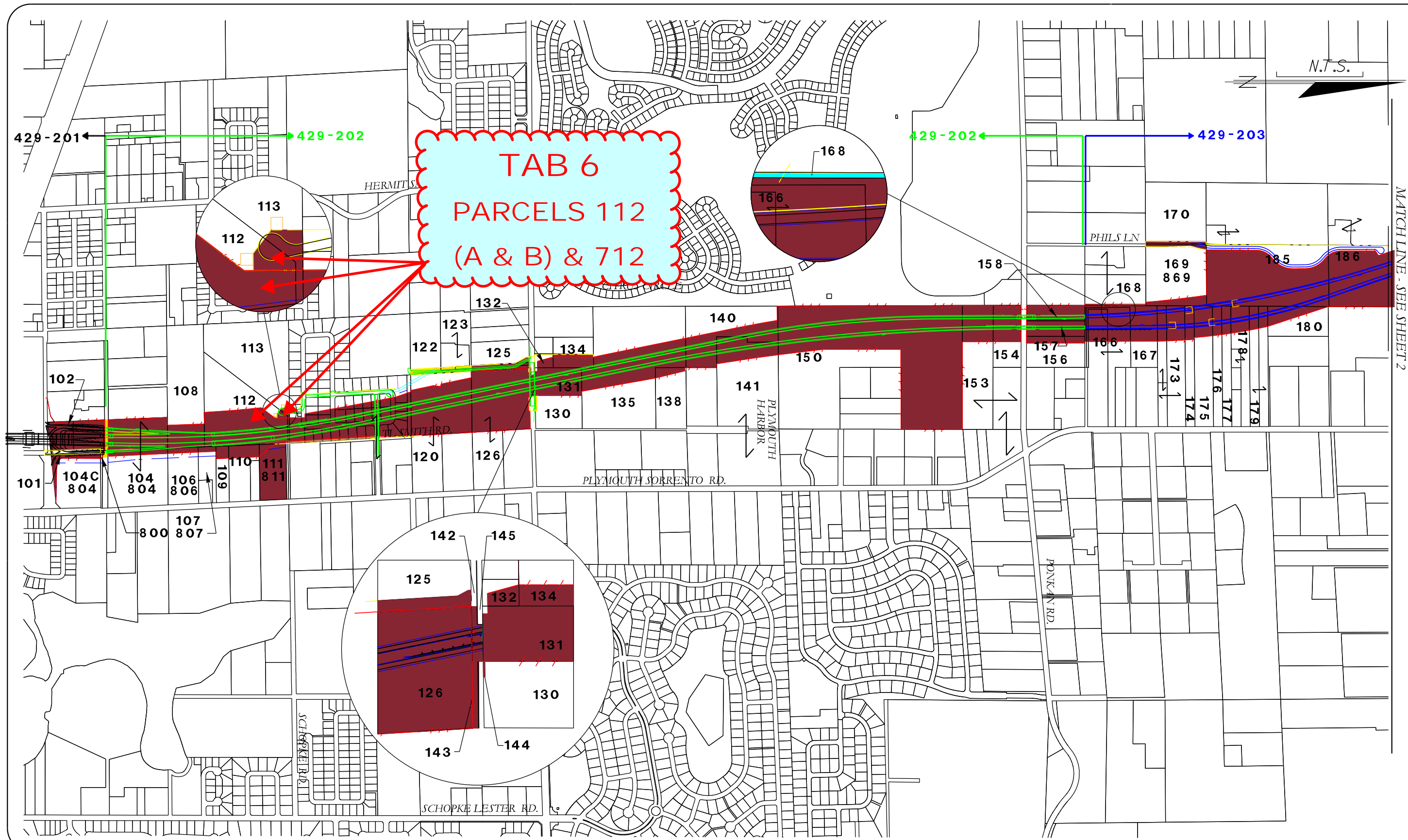
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FLORIDA  
EXPRESSWAY  
AUTHORITY

WEKIVA PARKWAY

Legend  
■ ACQUIRED/COMPLETE  
■ ACQUIRED/PENDING  
LITIGATION  
■ ACQUIRED/PENDING  
FEES & COSTS

RIGHT-OF-WAY EXHIBIT  
April 4, 2018  
SUBJECT TO CHANGE

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EXPRESSWAY  
AUTHORITY

WEKIVA PARKWAY

- Legend
- ACQUIRED/COMPLETE
  - ACQUIRED/PENDING LITIGATION
  - ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT  
April 4, 2018  
SUBJECT TO CHANGE

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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  
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WEKIVA PARKWAY

Legend

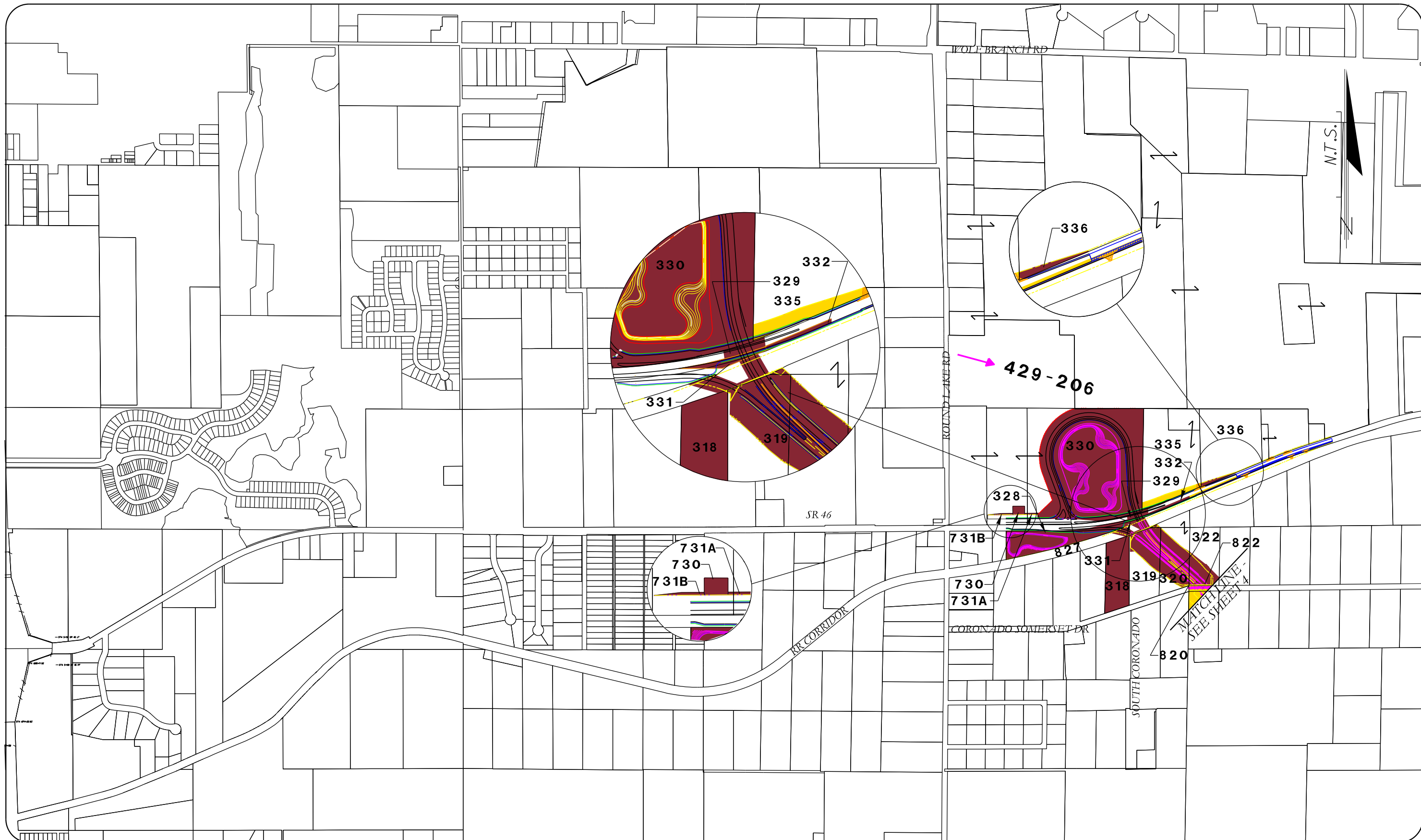
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- ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT

April 4, 2018

SUBJECT TO CHANGE

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# CFX Project Section Map

