

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
RIGHT OF WAY COMMITTEE MEETING
May 27, 2026
2:00 p.m.

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

A. CALL TO ORDER

B. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes, and Section 2.14, CFX Code, the Right of Way Committee provides for an opportunity for public comment at the beginning of each regular meeting. The Public may address the Committee on any matter of public interest under the Committee's authority and jurisdiction, regardless of whether the matter is on the Committee's agenda but excluding pending procurement issues. Public Comment speakers that are present and have submitted their completed Public Comment form to the Recording Secretary at least 5 minutes prior to the scheduled start of the meeting will be called to speak. Each speaker shall be limited to 3 minutes. Any member of the public may also submit written comments which, if received during regular business hours at least 48 hours in advance of the meeting, will be included as part of the record and distributed to the Committee members in advance of the meeting.

C. APPROVAL OF JANUARY 28, 2026, RIGHT OF WAY COMMITTEE MEETING MINUTES (action item)

D. AGENDA ITEM

1. PROPOSED MEMORANDUM OF AGREEMENT BETWEEN CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND OSCEOLA COUNTY AND STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR A JOINT-USE POND FOR THE CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92, SR 538 POINCIANA PARKWAY EXTENSION PROJECT, SEGMENT 538-235A.

Richard N. Milian, Partner, Nelson Mullins Riley & Scarborough, LLP (action item)

2. AUTHORIZATION TO SETTLE ALL CLAIMS ASSERTED BY DUKE ENERGY FLORIDA, LLC, IN THE MATTER OF *CENTRAL FLORIDA EXPRESSWAY AUTHORITY V. DUKE ENERGY FLORIDA, LLC, ET AL.*, REGARDING THE SR 538, POINCIANA PARKWAY EXTENSION PROJECT, SEGMENT 538-235, PARCELS 53-225 A AND B.

Richard N. Milian, Partner, Nelson Mullins Riley & Scarborough, LLP (action item)

3. PROPOSED LEASE AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ORLANDO AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, FOR A CONSTRUCTION STAGING AREA FOR THE SR 408 WIDENING PROJECT, SEGMENTS 408-315 AND 408 315A.

Leslie A. Evans, Associate, Dinsmore & Shohl, LLP (action item)

E. OTHER BUSINESS

F. 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, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at Malaya.Bryan@CFXWay.com at least three (3) business days prior to the event.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodations to participate in this proceeding, then they should contact the Central Florida Expressway Authority at (407) 690-5000 no later than two (2) business days prior to the proceeding.

C.

**APPROVAL OF
COMMITTEE
MEETING MINUTES**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT OF WAY COMMITTEE MEETING
January 28, 2026

Location: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Pelican Conference Room

Committee Members Present:

Christopher Murvin, Citizen Representative, Chairman
Laura F. Carroll, City of Orlando Representative
Shane Fischer, Seminole County Representative
Anita Geraci-Carver, Lake County Representative
Aida T. Ortiz, Orange County Representative
Paul Satchfield, Osceola County Representative

Committee Members Not Present:

Juan F. Diaz, Citizen Representative
Tad Calkins, Brevard County Representative

CFX Staff Present:

Michelle Maikisch, Executive Director
Cristina T. Berrios, General Counsel
Mimi Lamaute, Recording Secretary/Manager of Executive and Board Services
Glenn Pressimone, Chief of Infrastructure

A. CALL TO ORDER

The meeting was called to order at 10:00 a.m. by Chairman Murvin.

B. PUBLIC COMMENT

There were no public comments.

C. APPROVAL OF NOVEMBER 19, 2025 RIGHT OF WAY COMMITTEE MEETING MINUTES

A motion was made by Ms. Carroll and seconded by Mr. Satchfield for approval of the November 19, 2025 Right of Way Committee meeting minutes. The motion carried unanimously with all six (6)

Committee members present voting AYE by voice vote. Two (2) Committee members, Mr. Calkins and Mr. Diaz, were not present.

D. AGENDA ITEMS

D.1. PROPOSED SETTLEMENT AND REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND ROLAND CORDERO, IN THE MATTER OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY V. ROLAND CORDERO, ET AL., REGARDING SR 538 POINCIANA PARKWAY EXTENSION, SEGMENT 538-235, PARCELS 53-217 A & B

Mr. Marcos R. Marchena with Marchena and Graham, P.A. provided a presentation and thereafter requested the Committee's recommendation for Board approval of a proposed Settlement and Real Estate Purchase Agreement between CFX and property owner Roland Cordero for Parcels 53-217 A & B and the associated parent tract, required for the SR 538 Poinciana Parkway Extension Project in Polk County.

The Committee members asked questions which were answered by Mr. Marchena.

A motion was made by Ms. Ortiz and seconded by Ms. Carroll for recommendation for Board approval of the proposed Settlement and Real Estate Purchase Agreement between the Central Florida Expressway Authority and Roland Cordero, for an amount of \$1,495,109.13 for all claims related to Parcels 53-217 A&B, inclusive of the purchase of the associated parent tracts and all attorneys' fees and property owners' expert costs, plus applicable standard closing costs, and authorization to the Executive Director or her designee to execute all documents necessary to complete the transaction, with the authority to approve any non-substantial changes as approved by legal counsel. The motion carried unanimously with all six (6) Committee members present voting AYE by voice vote. Two (2) Committee members, Mr. Calkins and Mr. Diaz were not present.

D.2. PROPOSED RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS NECESSARY FOR ACQUISITION FOR EXPRESSWAY SYSTEM PROJECT SR 534, SEGMENTS 534-242, 534-242A, AND 534-243, PARCELS 534-250, 534-251, 534-252, 534-253, 534-254, 534-255, 534-256, 534-321, 534-322, 534-323, 534-324, 534-325, 534-326, 534-327, 534-243 A, B, & C, 534-265, 534-751, 534-752, 534-757

Mr. Marcos R. Marchena with Marchena and Graham, P.A. requested the Committee's recommendation for Board approval and adoption of a proposed Resolution declaring property as necessary for acquisition for Expressway System Project 534, SR 534 West Segment, Segments 534-242, 534-242A, and 534-243.

The Committee members asked questions which were answered by Mr. Marchena and Mr. Pressimone.

A motion was made by Mr. Satchfield and seconded by Mr. Fischer for a recommendation for Board approval and adoption of the Resolution Declaring Property as Necessary for the Expressway

System for Parcels 534-250, 534-251, 534-252, 534-253, 534-254, 534-255, 534-256, 534-321, 534-322, 534-323, 534-324, 534-325, 534-326, 534-327, 534-751, 534-752, 534-757, 534-243 A, B, & C, and 534-265 for the SR 534 Project, subject to any minor or clerical revisions approved by legal counsel, General Engineering Consultant, or designee. The motion carried with five (5) Committee members present voting AYE by voice vote. One (1) Committee Member, Ms. Ortiz voting NAY. Two (2) Committee members, Mr. Calkins and Mr. Diaz were not present.

E. OTHER BUSINESS

There was no other business discussed.

Chairman Murvin stated that the next Right of Way Committee Meeting is scheduled for March 25, 2026.

F. ADJOURNMENT

Chairman Murvin adjourned the meeting at 10:21 a.m.

Minutes approved on _____, 2026.

Pursuant to the Florida Public Records Law and Central Florida Expressway Authority Records and Information Management Program Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Custodian of Public Records at (407) 690-5326, publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, Florida 32807.

D.

Agenda Items

D.1

Richard N. Milian, Esq.
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Richard.milian@nelsonmullins.com

390 North Orange Avenue, Suite 1400
Orlando, FL 32801
T: 407.669.4200 F: 407.425.8377
nelsonmullins.com

MEMORANDUM

TO: CFX Right-of-Way Committee

FROM: Richard N. Milian, Esq. *Richard N. Milian*
Right-of-Way Counsel Richard N. Milian (May 20, 2026 14:36:06 EDT)
Nelson Mullins Riley & Scarborough, LLP

DATE: May 20, 2026

SUBJECT: Proposed Memorandum of Agreement between Central Florida Expressway Authority and Osceola County and State of Florida Department of Transportation for a Joint-Use Pond for the CR 532 Widening from Old Lake Wilson Road to US 17/92, SR 538 Poinciana Parkway Extension Project, Segment 538-235A.

Nelson Mullins Scarborough, LLP, Right-of-Way Counsel, seeks a recommendation from the Right-of-Way Committee that the Board approve a multiparty Memorandum of Agreement (“**MOA**”) between Central Florida Expressway Authority (“**CFX**”), Osceola County (the “**County**”), and State of Florida Department of Transportation (“**FDOT**”) for a joint-use pond.

BACKGROUND AND DESCRIPTION

By Stipulated Order of Taking entered on April 24, 2025, CFX acquired approximately 3.445 acres of real property located along the southern border of CR 532 (the “**Subject Property**”) that the Board determined was necessary for completion of the CR 532 portion of the SR 538 Poinciana Parkway Extension Project (the “**SR 538 Extension Project**”).

After that acquisition, CFX learned that FDOT is pursuing a project to construct a truck parking facility (the “**Parking Facility Project**”) to the south of CR 532 along the same corridor as the Subject Property and has identified the Subject Property for use in connection with the Parking Facility Project.

The proposed Memorandum of Agreement (“**MOA**”) addresses the construction and use of a joint-use pond designed by FDOT as the optimal solution to meet the stormwater capacity needs of both the SR 538 Extension Project and the Parking Facility Project (collectively, the “**Projects**”). It allows CFX to begin construction on the applicable improvements for the SR 538 Extension Project with an interim stormwater pond (which will later be expanded into the joint-use pond) prior to FDOT beginning construction of the Parking Facility Project. FDOT will provide CFX with the design for the interim pond, and, once it is complete, will assume maintenance responsibility of such pond in perpetuity.

The MOA additionally provides for the future conveyance of the Subject Property from CFX to FDOT by deed and requires FDOT to compensate CFX in an amount equal to the compensation paid to the original owners of the Subject Property. Furthermore, under the MOA, FDOT will also reimburse CFX for all additional construction costs incurred from the change order related to the interim pond's design and construction.

REQUESTED ACTION

A recommendation by the Right-of-Way Committee that the CFX Board approve the proposed Memorandum of Agreement between the Central Florida Expressway Authority and Osceola County and State of Florida Department of Transportation for a Joint-Use Pond for the CR 532 Widening from Old Lake Wilson Road to US 17/92, SR 538 Poinciana Parkway Extension Project, Segment 538-235A, and authorize the Executive Director or designee to execute all documents necessary to complete the transaction, with the authority to approve any non-substantial changes as approved by legal counsel.

ATTACHMENTS

- A. Memorandum of Agreement

MEMORANDUM OF AGREEMENT BY AND BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND OSCEOLA COUNTY
AND STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR A JOINT-
USE POND (Related to Project 446445-5)

THIS MEMORANDUM OF AGREEMENT (Agreement) is made and entered into by and between the **Central Florida Expressway Authority** (“CFX”), a statutory agency of the State of Florida, and **OSCEOLA COUNTY** (“Osceola”), a political subdivision of the State of Florida, and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (“FDOT”), a state agency (collectively, “the Parties”).

WHEREAS, CFX is working as the agent of Osceola for the construction of improvements on County Road 532, also known as Osceola-Polk Line Road (“CR 532”); and

WHEREAS, FDOT is pursuing a project to place a truck parking facility along the same corridor, to the south side of CR 532; and

WHEREAS, CFX in working as the agent of Osceola has acquired property along the southern border of CR 532 to be utilized for a pond for the CR 532 improvements; and

WHEREAS, FDOT had likewise identified the same parcel of land as a location to be utilized as part of the truck parking facility; and

WHEREAS, the plans for the two projects conflict, with the improvements planned by FDOT and CFX/Osceola being unable to exist in the same space; and

WHEREAS, FDOT has designed a pond on a neighboring parcel of land that accounts for the capacity of the CR 532 improvements as well as the truck parking facility, and shall pursue a permit which allows such capacity; and

WHEREAS, the Parties have agreed that such a joint-use pond is both a workable and optimal solution; and

WHEREAS, the Parties have agreed to work together to facilitate both projects and ensure that all needs are met.

NOW, THEREFORE, based on the foregoing and other considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated by the parties as part of this Agreement as if fully set forth herein.

2. **Property Interests of the Parties.**

a. **FDOT.** FDOT has acquired the property designated as Parcel 103 for the Department project designated as 446445-5, a description and Right of Way map excerpt depicting it are attached hereto as **Exhibit “A,”** and incorporated herein by reference.

b. **CFX/Osceola.** CFX, acting as the agent of Osceola, has acquired the property designated by the Department as Parcel 113 for the Department project designated as 446445-5, a description and Right of Way map excerpt depicting it are attached hereto as **Exhibit “B,”** and incorporated herein by reference.

3. **Joint-Use Pond.** The Parties agree that the conflicts in the plans can be solved by the use of a single pond built upon both parcels 113 and 103, with capacity to account for both projects. FDOT’s pond, in its final condition, shall take on a treatment volume of 1.25 ac-ft and an attenuation volume capacity of at least that needed to attenuate the runoff from the 25 year 72 hour storm event from the Pond 5 basin as defined in the SFWMD Permit 49-107930-P and issued August 29, 2023 from CR 532, in perpetuity. The plans for the pond are attached hereto as **Exhibit “C,”** and incorporated herein by reference. The final footprint of the pond shall encompass parts

of both above noted parcels and to facilitate this, Parcel 113 shall be conveyed to the Department at a mutually agreed-upon date.

4. **Permit.** FDOT shall secure an Environmental Resource Permit (ERP) through the South Florida Water Management District and a 404 Permit through the U.S. Army Corps of Engineers which accounts for both the capacity needed for the FDOT's truck parking facility and the volume and flow that was to be handled by the CFX/Osceola facility that was to be placed in Parcel 113. FDOT has secured a species mitigation permit through the Florida Fish and Wildlife Conservation Commission and will perform species mitigation for any State or Federally listed species that may inhabit parcel 103 and Parcel 113 prior to any construction. CFX hereby grants FDOT right-of-entry onto Parcel 113 to perform this species mitigation, with the understanding that once CFX secures its own species mitigation permits, CFX will coordinate additional species mitigation activities with FDOT to conform to both agencies' requirements.

5. **Joint Pond Construction.**

- a. **Interim Pond.** The Parties agree that CFX, acting on behalf of Osceola, is scheduled to begin work on the improvements of CR 532 in its pond ("Pond 5") before FDOT intends to begin the construction of its project. Therefore, FDOT shall provide CFX a design for an interim pond and related changes to the drainage conveyance system that both parties agree upon that CFX requires for its facility ("Pond 5") while providing an acceptable design that FDOT can incorporate into its construction of the truck parking lot pond ("Pond A"). CFX shall build this interim pond within the uplands area of Parcel 103 and the land owned by CFX. Once CFX's construction is complete and the FDOT project has not yet begun

construction, FDOT will assume the maintenance responsibility of the interim pond in perpetuity.

- b. **Cost Reimbursement.** This interim pond design and related drainage conveyance system improvements will be issued to CFX's contractor through a plans revision and a change order from the initial construction contract. This revision will include additional pay items and updated quantities that are a deviation from the existing construction contract for CR 532. All additional construction costs as a result of this change order shall be reimbursed to CFX by FDOT.
 - i. **Permissible Area.** FDOT hereby grants CFX a right -of-entry onto Parcel 103, and any further other agreed-upon adjacent parcels under FDOT control to perform construction of the interim pond. CFX shall be limited to work within the uplands of these FDOT parcels until such time as FDOT can secure the 404 Permit from the U.S. Army Corps of Engineers for its project. The permissible area is depicted in **Exhibit "D,"** which is incorporated herein by reference. No pond construction, excavation, or any other activities shall occur outside the permissible area without prior written approval from FDOT.
 - ii. **Excavation.** The Parties recognize that to facilitate the construction of the interim pond, dirt must be excavated and shall be utilized by CFX on other phases of the CR 532 improvements. Such excavation is limited to 41,138.8 cubic yards. Any excavated fill in that CFX

does not wish to utilize may be placed on FDOT property only as directed by FDOT.

- c. **Expanded Pond.** FDOT, as part of its project, shall build Pond A to its final condition, as depicted in **Exhibit “C,”** ensuring that it provides the aforementioned volume from CR 532.

6. **Maintenance.** FDOT will be responsible for all maintenance of the pond in its final condition, in perpetuity. CFX and Osceola do hereby waive any and all claims that may arise out of said maintenance.

7. **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, Osceola and CFX shall indemnify and hold harmless the Department, including the Department’s officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Osceola and CFX and persons employed or utilized by Osceola and CFX in the performance of this Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of Osceola or CFX’s sovereign immunity. Additionally, Osceola and CFX do hereby waive any and all potential claims that may be associated with maintenance of the pond in its final condition.

8. **Conveyance of Property Interests.** Once FDOT has obtained the ERP, 404, and species mitigation permits and at a time mutually agreed-upon by the parties, not to be further than three (3) months after the issuance of the permits, Parcel 113 shall be conveyed from CFX/Osceola to FDOT via Deed.

9. **Subject to Appropriation.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties agree that in the event funds are not appropriated to the FDOT for the project, this Agreement may be terminated.

10. **Chapter 339.135, Florida Statutes.** In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of mor than one (1) year.”

11. **Governing Law/Binding Effect.** This Agreement shall be interpreted and governed by Florida law. Each of the parties hereto warrants and represents that this Agreement is valid, binding, and enforceable against them in accordance with the terms and conditions of Florida law.

12. **Remedies.** The parties hereto shall have all rights, and remedies provided hereunder and under Florida law with respect to the enforcement of this Agreement.

13. **Notice of Default.** The parties acknowledge and agree that no party shall be considered in default to perform under this Agreement until such party has received written notice

specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice.

14. **Notices.** All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth herein below (or such other address as provided by the parties by written notice delivered in accordance with this Paragraph):

If to FDOT: James R. Stroz, Jr., P.E., Director of Development
c/o Johnny Demosthenes
Florida Department of Transportation, District 5
719 S. Woodland Boulevard
DeLand, FL 32720

With a copy to: Office of the General Counsel, District 5
Florida Department of Transportation
719 S. Woodland Blvd.
Deland, FL 32720

If to CFX: Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road
Orlando, Florida 32807

With a copy to: Nelson Mullins Riley & Scarborough LLP
Attn: Richard N. Milian, Esq.
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801

If to Osceola: Osceola County Administration Building
Attention: Transportation & Transit
1 Courthouse Square, Suite 2100
Kissimmee, FL 34741

With a copy to: Osceola County
Attention: County Attorney
1 Courthouse Square, Suite 4700
Kissimmee, FL 34741

15. **Amendments.** No amendment, modification or other changes in this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

16. **Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to CFX or Osceola.

17. **Effective Date.** This Agreement shall become effective upon the date of execution by all parties hereto.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

19. **Exhibit List.** The following exhibits are attached hereto and by this reference made a part of this Agreement:

Exhibit A: Parcel 103

Exhibit B: Parcel 113

Exhibit C: Plans

Exhibit D: Permissible Area

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in manner and form sufficient to bind them as of the date set forth herein below.

Signed, sealed, and delivered
in the presence of:

**STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION**

Name: _____

By: _____
John Tyler, PE
Secretary, FDOT District 5

Name: _____

Reviewed:

Office of the General Counsel

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by JOHN TYLER, PE, as SECRETARY of FDOT DISTRICT 5, who is personally known to me or who has produced _____ as identification.

(Seal)

Notary Public - State of Florida

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: _____
Clerk/ Deputy Clerk of the Board

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

Signed, sealed, and delivered
in the presence of:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Witness #1

Print Name: _____

By: _____
Michelle Maikisch, Executive Director

Witness #2

Print Name: _____

ATTEST: _____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this 20 day of May,
2026 for its exclusive use and reliance.

By: Richard N. Milian
Richard N. Milian (May 20, 2026 14:36:06 EDT)
Name: Richard N. Milian

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ____ day of _____, 2026, by Michelle Maikisch, as
Executive Director of the Central Florida Expressway Authority, on behalf of the organization,
who is personally known to me OR produced _____ as identification.

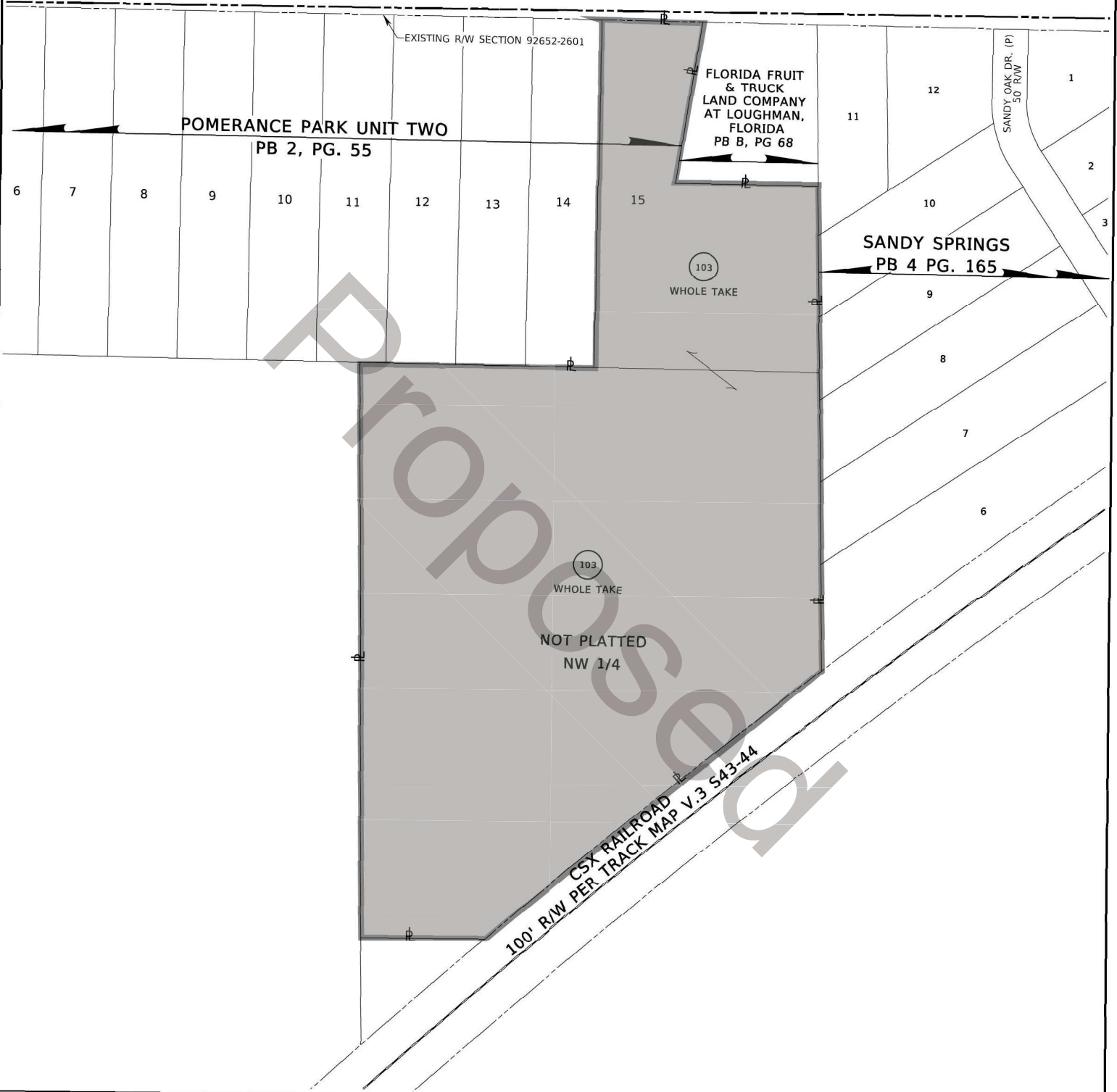
NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Exhibit "A"

187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202

SURVEY CR 532 (OSCEOLA, POLK LINE ROAD) CFX PROJECT 538-235A



FLORIDA DEPARTMENT OF TRANSPORTATION
EXHIBIT A - PARCEL 103

OSCEOLA COUNTY TRUCK PARKING SITE

OSCEOLA COUNTY

| | | | | |
|----------|----|------|---|---------------|
| | BY | DATE | PREPARED BY: FDOT DISTRICT 5 SURVEYING AND MAPPING | DATA SOURCE: |
| DRAWN | | | | |
| CHECKED | | | F.P. NO. 446445-5 | SECTION 92652 |
| REVISION | BY | DATE | SHEET 01 OF 01 | |

Exhibit “B”

191

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POMERANCE PARK UNIT TWO
PB 2, PG. 55

FLORIDA FRUIT
& TRUCK
LAND COMPANY
AT LOUGHMAN,
FLORIDA
PB B, PG 68

EXISTING R/W SECTION 92652-2601

113

WHOLE TAKE

NOT PLATTED

NW 1/4

FLORIDA DEPARTMENT OF TRANSPORTATION
EXHIBIT B - PARCEL 113

OSCEOLA COUNTY TRUCK PARKING SITE

OSCEOLA COUNTY

BY

DATE

PREPARED BY:

DATA SOURCE:

FDOT DISTRICT 5 SURVEYING AND MAPPING

DRAWN

F.P. NO. 446445-5

SECTION 92652

SHEET 01 OF 01

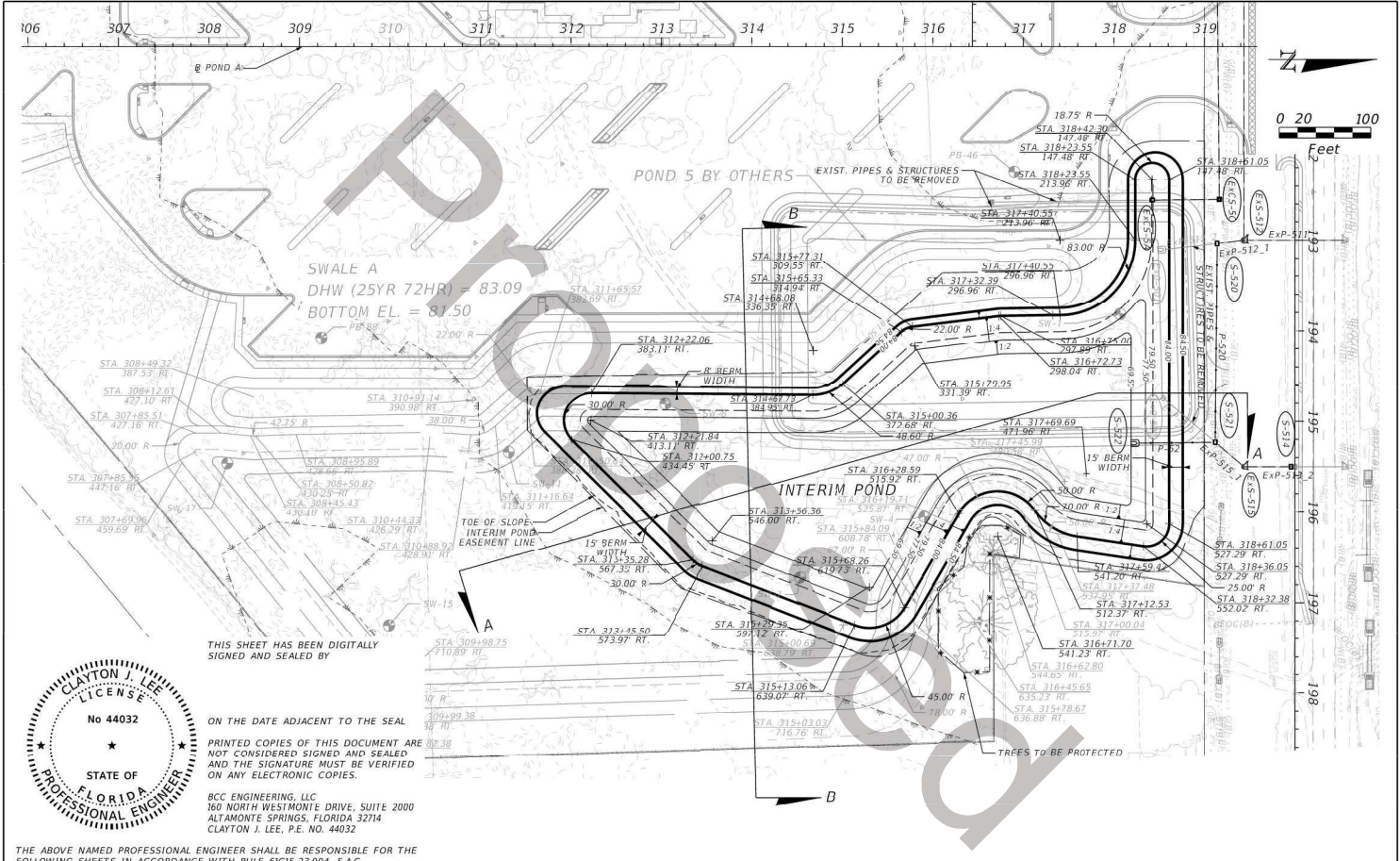
REVISION

BY

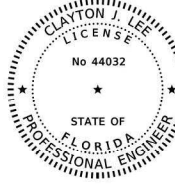
DATE

CHECKED

Exhibit "C"



THIS SHEET HAS BEEN DIGITALLY SIGNED AND SEALED BY



ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

BCC ENGINEERING, LLC
160 NORTH WEST MONTE DRIVE, SUITE 2000
ALTIMONTE SPRINGS, FLORIDA 32714
CLAYTON J. LEE, P.E. NO. 44032

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

| REVISIONS | | PROFESSIONAL TYPE | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|-----------|-------------|-------------------|-------------|---|---------|----------------------|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | SR 400 | OSCEOLA | 446445-5-52-01 | STORMWATER FACILITIES INTERIM POND |
| | | | | | | | |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit “D”

FDOT is the owner of that certain real property located in Osceola County, Florida, as listed below.

| FDOT Parcel Identification Parcel No. (Excess No.) | Osceola County Property Appraiser’s Parcel Numbers | Notes |
|---|---|--------------------------|
| 102 | 62-628-00000700000 | Section Land & Lot 4 |
| 103 | 06-26-28-4785-0001-0150 | Section Land & Lot 15 |
| 104 | R062628-478500010020 | Lot 2 & 4 |
| 105 | R062628-478500010030 | Lot 3 |
| 106 | R062628-478500010050 | Lot 5 |
| 108 | R062628-478500010070 | Lot 7 |
| 109 | R062628-478500010080 | Lot 8 |
| 110 | R062628-478500010090 | Lot 9 |
| 111 | R062628-478500010100 | Lot 10 |
| 112 | R062628-478500010110 | Lot 11 |
| 115 | 06-26-28-0000-0092-0000 | section Land |

D.2

Richard N. Milian
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MEMORANDUM

TO: CFX Right-of-Way Committee

FROM: Richard N. Milian, Esq. Richard N. Milian
Right-of-Way Counsel Richard N. Milian (May 20, 2026 14:40:25 EDT)
Nelson Mullins Riley & Scarborough, LLP

DATE: May 20, 2026

SUBJECT: Authorization to Settle all claims asserted by Duke Energy Florida, LLC, in the matter of *Central Florida Expressway Authority v. Duke Energy Florida, LLC, et al.*, regarding the SR 538, Poinciana Parkway Extension Project, Segment 538-235, Parcels 53-225 A and B.

Nelson Mullins Riley & Scarborough, LLP, Right-of-Way Counsel, seeks a recommendation from the Right-of-Way Committee that the Board authorize Right-of-Way Counsel to settle the claims asserted by Duke Energy Florida, LLC (“**Duke Energy**”), in *Central Florida Expressway Authority v. Duke Energy Florida, LLC, et al.*, arising from acquisition by the Central Florida Expressway Authority (“**CFX**”) of Parcels 53-225A and B (the “**Subject Parcels**”), which the Board deemed necessary for completion of the SR 538, Poinciana Parkway Extension Project, Segment 538-235 (the “**SR 538 Extension Project**”).

BACKGROUND AND DESCRIPTION

The Subject Parcels, as described and depicted on **Attachment “A”** attached hereto, are part of an approximately 8.375 acre parent tract, as generally depicted on **Attachment “B”** attached hereto (the “**Parent Tract**”), located in Polk County, Florida. The acquisition of the Subject Parcels represents a fee simple acquisition of approximately 0.168 acres for Parcel 53-225A and approximately 367.62 linear feet of limited access right-of-way for Parcel 53-225B of the Parent Tract.

On August 8, 2024, the Board adopted a resolution authorizing the acquisition of specific properties necessary for completion of the SR 538 Extension Project, with such resolution including the Subject Parcels.

On January 31, 2025, Right-of-Way Counsel initiated an eminent domain action in the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida, to, in part, acquire the Subject Parcels for completion of the SR 538 Extension Project, styled *Central Florida Expressway Authority v. Duke Energy Florida, LLC, et al.*, Case No.: 2025-CA-00026725AB00.

On May 20, 2025, the Court entered a Stipulated Order of Taking concerning the Subject Parcels. On June 4, 2025, pursuant to that Stipulated Order of Taking, CFX deposited into the County registry a good faith estimated value totaling \$186,700.00. Such estimated value was based on an appraisal completed by The Spivey Group, Inc., having a valuation date of November 1, 2023, which was comprised of a land valuation of \$24,600 and severance damages in the amount of \$162,100. This represents a land value of \$140,000 per acre. The breakdown is as follows:

| | | |
|---------|---------------------------------|------------------------------------|
| 53-225A | 0.168 acres | x \$140,000/acre = \$23,520 |
| 53-225B | 367.62 LF of Limited Access R/W | = \$1,000 |
| | | <hr/> |
| | | Total: \$24,520 |
| | | Rounded to: <u>\$24,600</u> |

DAMAGES TO THE REMAINDER:

| | |
|---|-------------------------------|
| Before Property | \$1,187,400 |
| Value of Acquisition | - \$40,500 |
| Value of Remainder as Part of the Whole | <hr/> \$1,146,900 |
| Value of Remainder | - \$984,800 |
| Damages | <hr/> <u>\$162,100</u> |

Duke Energy received CFX's appraisal and, upon a series of negotiations, has presented a counteroffer of **\$452,350**, which includes **\$42,000** for the Subject Parcels and **\$410,350** in severance damages. The manner by which such counteroffer was reached is as follows:

- A. While Parcel 53-225A was appraised by CFX's appraiser, The Spivey Group, Inc., at \$140,000 per acre, another one of CFX's appraisers, Pinel & Carpenter, Inc., appraised a similarly situated parcel (53-760) for the same project at \$350,000 per acre. In addition, Duke Energy recently explored adjoining properties for possible Plant expansion, and the value ranges between \$350,000 per acre and \$450,000 per acre.
- B. After consideration and discussion with Right-of-Way Counsel, Duke Energy agreed to settle on a valuation at \$250,000 per acre. The acquisition area for the Subject Parcels is approximately 0.168 acres, which represents a land value acquisition of **\$42,000** (\$250,000/acre x 0.168 acres).
- C. As a result of CFX acquiring the Subject Parcels, Duke Energy would lose all access to US 17/92 from the remainder of the Parent Tract. The Spivey Group, Inc., appraised severance damage of \$162,100, representing approximately 14.2% to the remainder, based on their land \$140,000 per valuation.
- D. Duke Energy, after consultation with a consultant at Cushman and Wakefield, argued that significant impairment of access, such as the permanent loss of access to US 17/92 resulting from the taking in question, typically results in damages anywhere from 25% to 50% for the remainder.

- E. Through negotiation, Duke Energy expressed willingness to settle at 25% for severance damage to the remainder for the permanent loss of access to US 17/92 (i.e., \$250,000/acre x 8.207 x 25% severance damage = \$512,937.50) rounded up to \$513,000. After some additional negotiations, Duke Energy has agreed to settle for **\$410,350** in severance damage.

Right-of-Way Counsel therefore recommends a global settlement of **\$541,262.50** (the “**Global Settlement**”), which represents a land value of \$42,000, severance damage of \$410,350, an estimated distribution pole impact damage of \$2,000, and statutory attorneys’ fees of \$86,912.50. The Global Settlement is inclusive of all compensation/damages, attorneys’ fees, experts’ fees and costs.

The Global Settlement is consistent with the market analysis and careful review and discussion with Duke Energy and is in the best interest of CFX as it avoids prolonged litigation and reduces unnecessary fees and costs.

Should the authorization requested herein be granted, settlement will take the form of a Stipulated Final Judgment submitted to the Court in the amount of **\$541,262.50**.

REQUESTED ACTION

A recommendation from the Right-of-Way Committee that the Board authorize Right-of-Way Counsel to settle the claims asserted by Duke Energy Florida, LLC, in the matter of *Central Florida Expressway Authority v. Duke Energy Florida, LLC, et al.*, arising from CFX’s acquisition of Parcels 53-225A and B for a negotiated total compensation amount of **\$541,262.50**, inclusive of all compensation, damages, attorneys’ fees, and expert fees, and authorization to the Executive Director or designee to execute all documents necessary to complete the transaction, with the authority to approve any non-substantial changes as approved by legal counsel.

ATTACHMENTS

- A. Description and Depiction of the Subject Parcels
B. Depiction of the Parent Tract

ATTACHMENT "A"
DESCRIPTION AND DEPICTION OF THE SUBJECT PARCELS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 538 (POINCIANA PARKWAY - SEGMENT 2)
 PROJECT NO. 538-235
 PARCEL 53-225 PARTS A-B
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART A

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8255, PAGE 662 AND OFFICIAL RECORDS BOOK 9039, PAGE 835 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1329.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 27.96 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 32°42'20" WEST AND A CHORD DISTANCE OF 114.36 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°49'10" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°13'40", A DISTANCE OF 114.36 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 32°21'19" WEST AND A CHORD DISTANCE OF 237.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°28'21", A DISTANCE OF 237.16 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9039, PAGE 835 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°50'48" WEST, A DISTANCE OF 20.08 FEET; THENCE NORTH 31°24'46" EAST, A DISTANCE OF 9.28 FEET; THENCE NORTH 31°24'20" EAST, A DISTANCE OF 225.43 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE CONTINUE NORTH 31°24'20" EAST, A DISTANCE OF 142.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 7300 SQUARE FEET, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION
 SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

| | | | |
|------------------------|------------|---|------------------------------|
| | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY | |
| | | SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY | |
| | | STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY | |
| | | BY | DATE |
| | | <small>WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE. SUITE 200, ORLANDO, FLORIDA, 32801, PHONE (407) 839-4300</small> | |
| | | <small>DATA SOURCE: SEE GENERAL NOTES, SHEET 5</small> | |
| ADD PARTS TO PARCEL NO | R. REBELLO | 05/08/2024 | DRAWN R. REBELLO 06/07/2023 |
| REVISION | BY | DATE | CHECKED M. SHATTO 06/07/2023 |
| | | | SECTION N/A SHEET 1 OF 5 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 538 (POINCIANA PARKWAY - SEGMENT 2)
 PROJECT NO. 538-235
 PARCEL 53-225 PARTS A-B
 PURPOSE: LIMITED ACCESS RIGHTS ONLY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART B

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8255, PAGE 662 AND OFFICIAL RECORDS BOOK 9039, PAGE 835 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

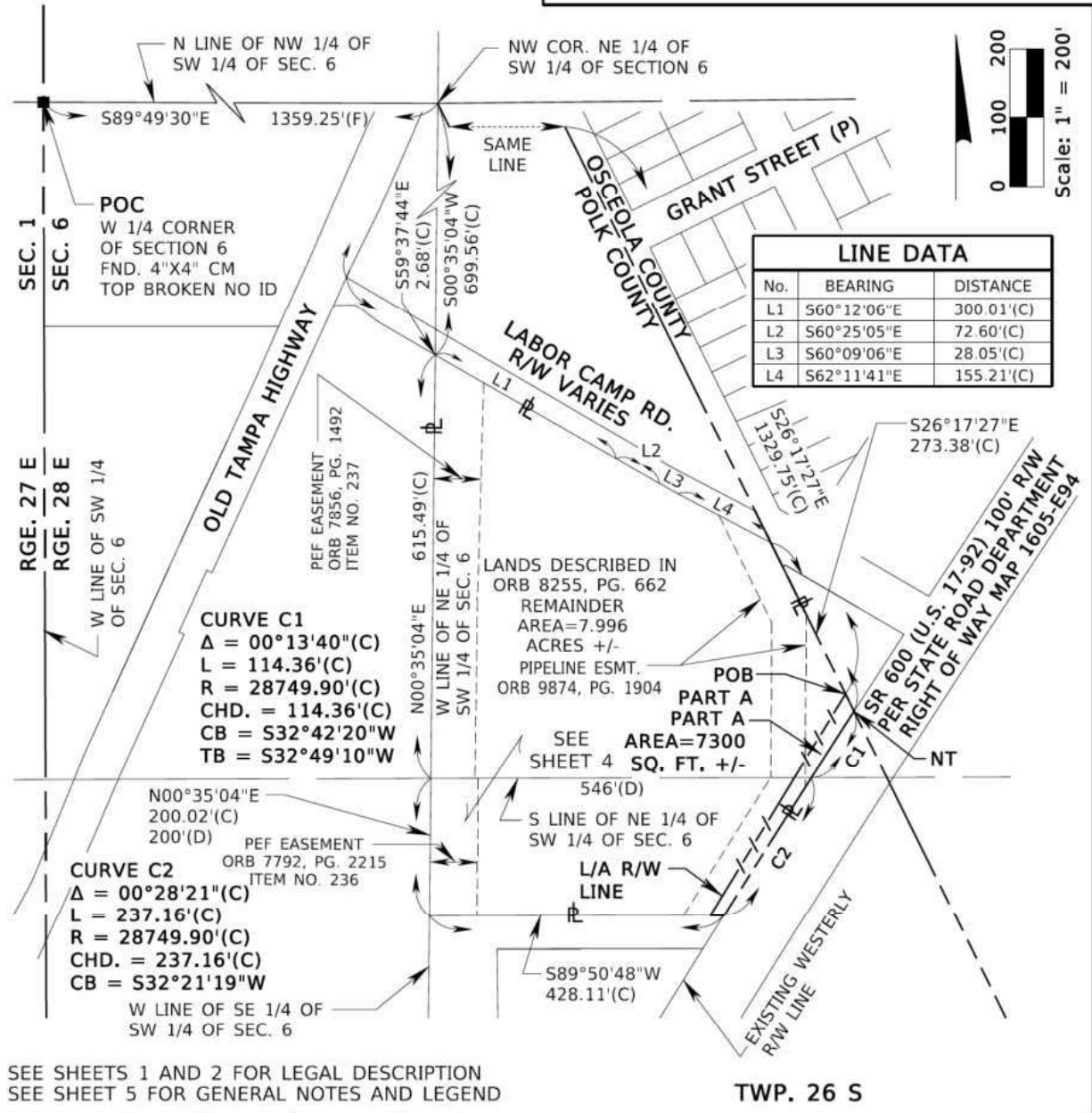
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1329.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 31°24'20" WEST, A DISTANCE OF 142.19 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE CONTINUE SOUTH 31°24'20" WEST, A DISTANCE OF 225.43 FEET TO THE POINT OF TERMINUS.

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION
 SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

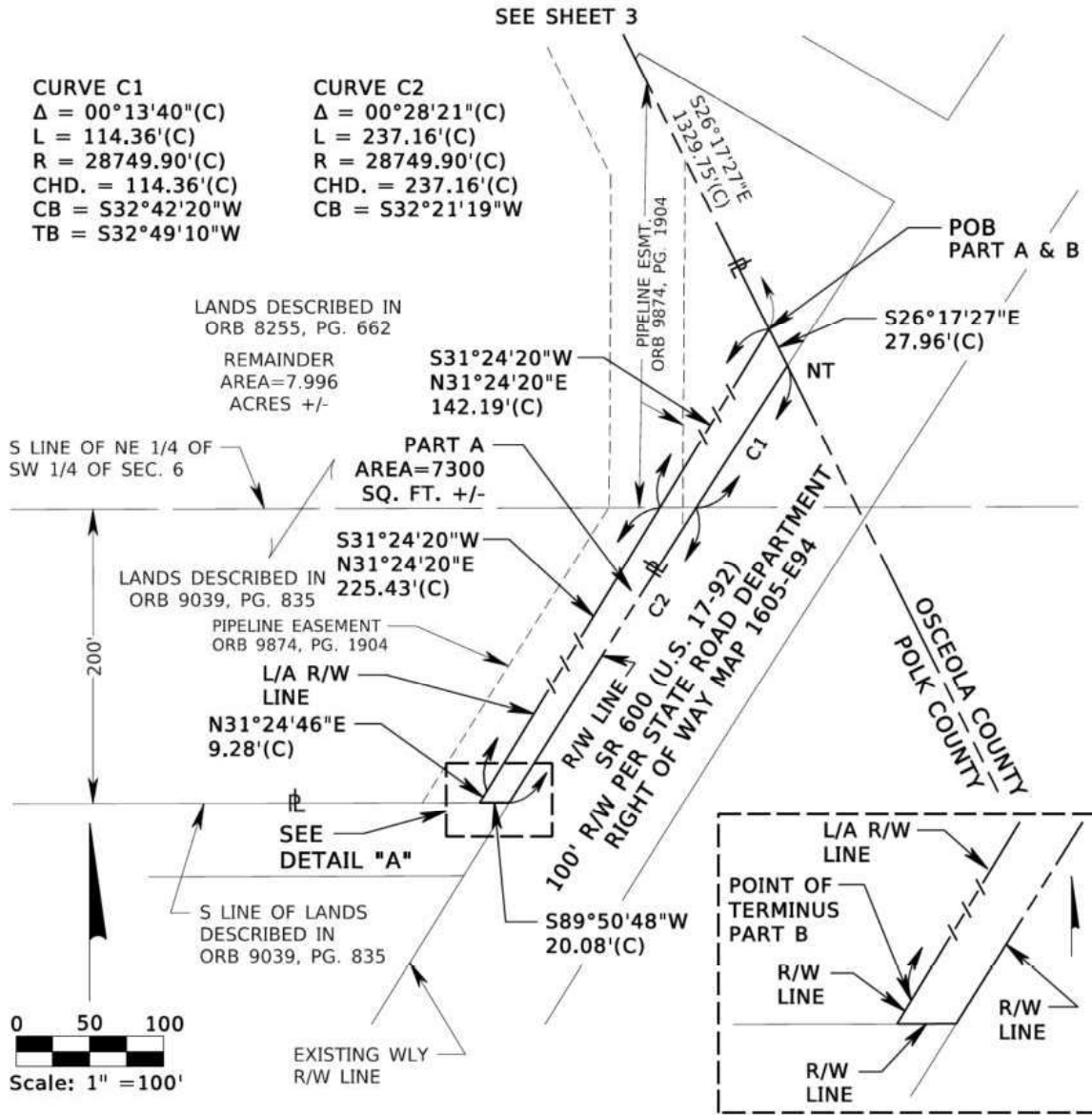
| | | | | | |
|-------------------------|------------|------------|---|------------|--|
| | | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY | | |
| | | | SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY | | |
| | | | STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY | | |
| | | | BY | DATE | WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE (407) 839-4300 |
| ADD PARTS TO PARCEL NO. | R. REBELLO | 05/08/2024 | DRAWN | R. REBELLO | 06/07/2023 |
| REVISION | BY | DATE | CHECKED | M. SHATTO | 06/07/2023 |
| | | | | | SECTION N/A |
| | | | | | SHEET 2 OF 5 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 538 (POINCIANA PARKWAY - SEGMENT 2)
 PROJECT NO. 538-235
 PARCEL 53-225 PARTS A-B



| | | | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY | | |
|-------------------------|------------|------------|---------|--|--|--|
| | | | | SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY | | |
| | | | | STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY | | |
| ORB 9874, PG. 1904 | M. SHATTO | 07/11/2024 | BY | DATE | WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE (407) 839-4300 | DATA SOURCE: SEE GENERAL NOTES, SHEET 5 |
| ADD PARTS TO PARCEL NO. | R. REBELLO | 05/08/2024 | DRAWN | R. REBELLO | 06/07/2023 | |
| REVISION | BY | DATE | CHECKED | M. SHATTO | 06/07/2023 | |
| | | | | | SECTION N/A | SHEET 3 OF 5 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 538 (POINCIANA PARKWAY - SEGMENT 2)
 PROJECT NO. 538-235
 PARCEL 53-225 PARTS A-B



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
 SEE SHEET 5 FOR GENERAL NOTES AND LEGEND TWP. 26 S, RGE. 28 E

| | | | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY | |
|-------------------------|------------|------------|---------|--|--|
| | | | | SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY | |
| | | | | STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY | |
| | | | BY | DATE | WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE (407) 839-4300 |
| ADD PARTS TO PARCEL NO. | R. REBELLO | 05/08/2024 | DRAWN | R. REBELLO | 06/07/2023 |
| REVISION | BY | DATE | CHECKED | M. SHATTO | 06/07/2023 |
| | | | | DATA SOURCE | SEE GENERAL NOTES, SHEET 5 |
| | | | | SECTION | N/A |
| | | | | SHEET | 4 OF 5 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-225 PARTS A-B**

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-225 DATED 10/19/2020 AT 8:00 A.M., REVISED 3/17/2023 AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND

| | | |
|---|----------------------------------|-----------------------------|
| CHD. = CHORD DISTANCE | ID = IDENTIFICATION | PC = POINT OF CURVATURE |
| CB = CHORD BEARING | IP = IRON PIPE | PI = POINT OF INTERSECTION |
| ℄ = CENTERLINE | IR = IRON ROD OR REBAR | POB = POINT OF BEGINNING |
| (C) = CALCULATED DATA | IRC = IRON ROD AND CAP | POC = POINT OF COMMENCEMENT |
| CCR = CERTIFIED CORNER RECORD | L = LENGTH OF CURVE | P.O.T. = POINT ON TANGENT |
| CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | LB = LICENSED BUSINESS | PT = POINT OF TANGENCY |
| CO. = COUNTY | L/A = LIMITED ACCESS | PROJ. = PROJECT |
| COR. = CORNER | MON. = MONUMENTATION/MONUMENT | R = RADIUS |
| CM = CONCRETE MONUMENT | NO. = NUMBER | RD. = ROAD |
| CR = COUNTY ROAD | N/A = NOT APPLICABLE | RR = RAILROAD |
| CSX = CHESSIE SEABOARD CONSOLIDATED | NELY = NORTHEASTERLY | RGE. = RANGE |
| D = DEGREE | NL = NAIL | REF. = REFERENCE |
| (D) = DEED DATA | NLY = NORTHERLY | R/W = RIGHT OF WAY |
| DB = DEED BOOK | N&D = NAIL & DISK | SEC. = SECTION |
| DR. = DRIVE | NT = NON-TANGENT | SLY = SOUTHERLY |
| ESMT. = EASEMENT | NTS = NOT TO SCALE | SELY = SOUTHEASTERLY |
| Δ = DELTA (CENTRAL ANGLE) | NWLY = NORTHWESTERLY | SQ. FT. = SQUARE FEET |
| FND. = FOUND | OR = OFFICIAL RECORD | SR = STATE ROAD |
| (F) = FIELD DATA | ORB = OFFICIAL RECORD BOOK | ST. = STREET |
| FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION | PG. = PAGE | T = TANGENT |
| FT. = FEET | PLS = PROFESSIONAL LAND SURVEYOR | TB = TANGENT BEARING |
| | ℄ = PROPERTY LINE | TC = TANGENT TO CURVE |
| | (P) = PLAT DATA | TWP. = TOWNSHIP |
| | PB = PLAT BOOK | UE = UTILITY EASEMENT |
| | PEF = PROGRESS ENERGY FLORIDA | WLY = WESTERLY |

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto
Date: 2024.07.15 10:11:56 -04'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION

| | | | | | |
|-------------------------|------------|------------|---------|---|--|
| | | | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY | |
| | | | | SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY | |
| | | | | STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY | |
| ADD PARTS TO PARCEL NO. | R. REBELLO | 05/08/2024 | BY | DATE | WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE (407) 839-4300 |
| UPDATE TITLE | MJS | 4/02/2024 | DRAWN | R.REBELLO | 06/07/2023 |
| REVISION | BY | DATE | CHECKED | M. SHATTO | 06/07/2023 |
| | | | | SECTION N/A | SHEET 5 OF 5 |

ATTACHMENT "B"
DEPICTION OF THE PARENT TRACT



D.3



MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Leslie A. Evans [Leslie A. Evans](#)
Leslie A. Evans (May 20, 2026 12:39:39 EDT)
Right of Way Counsel
Dinsmore & Shohl, LLP

DATE: May 20, 2026

RE: Proposed Lease Agreement between the Housing Authority of the City of Orlando and the Central Florida Expressway Authority, for a Construction Staging Area for the SR 408 Widening Project, Segments 408-315 and 408 315A.

Dinsmore & Shohl, LLP, as Outside Counsel, seeks a recommendation from the Right-of-Way Committee that the Board approve the proposed Lease Agreement between the Housing Authority of the City of Orlando (“OHA”) and the Central Florida Expressway Authority (“CFX”), for a construction staging area for the SR 408 Widening Project, Segments 408-315 and 408-315A (the “SR 408 Widening Project”).

BACKGROUND AND DESCRIPTION

CFX has commenced the SR 408 Widening Project which includes roadway improvements in and around the Tampa Avenue Interchange and Camping World Stadium. CFX requires a nearby area for construction staging, including the placement of a construction office trailer and a storage container, and related vehicle parking.

The proposed lease agreement, attached as **Attachment “A”** (the “Lease Agreement”), covers the property described and depicted in **Attachment “B”** (the “Property”) and provides CFX with a location for construction staging in proximity to the SR 408 Widening Project. The Property is located at 715 Avondale Avenue and 520 Callahan Drive, Orlando, Florida, with Orange County Parcel Identification Number: 35-22-29-3212-02-000, and is owned by OHA.

The negotiated total rental rate provided in the proposed Lease Agreement is Ten and No/100 Dollars (\$10.00) for CFX’s lease of the Property for a four (4) year term. Under the Lease Agreement, CFX is responsible for maintaining the Property and for paying the cost of utilities used by CFX and its licensees on the Property. CFX has the right to terminate the Lease Agreement for convenience upon thirty (30) days’ prior written notice.

REQUESTED ACTION

A recommendation by the Right-of-Way Committee that the CFX Board approve the proposed Lease Agreement and authorize the Executive Director or designee to execute all documents necessary to complete the transaction, with the authority to approve any non-substantial changes as approved by legal counsel.

ATTACHMENTS

- A. Lease Agreement
- B. Description and Depiction of the Property

ATTACHMENT "A"

LEASE AGREEMENT

THIS LEASE (this "Lease") dated as of the date last executed by both parties hereto (the "Commencement Date"), is by and between Housing Authority of the City of Orlando, Florida, a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes ("Landlord"), and Central Florida Expressway Authority, a body corporate and an agency of the State of Florida ("Tenant"). Landlord and Tenant are jointly referred to herein as the "Parties".

Recitals

WHEREAS, Landlord is the owner of the real property located at 715 Avondale Ave. and 520 Callahan Drive, Orlando, Florida having a parcel identification number of 35-22-29-3212-02-000 (the "Premises").

WHEREAS, Tenant wishes to lease a portion of the Premises, as shown and depicted on Exhibit A attached hereto and incorporated herein (the "Leased Premises"), for the purpose of the placement and use by Tenant and its agents, consultants, contractors, and subcontractors of: (i) a construction office trailer in an area with reasonable access to utilities as set forth herein, (ii) a storage container for tools and equipment, and (iii) parking lot for motor vehicle parking by Tenant's personnel, agents, consultants, contractors, and subcontractors, all in connection with Tenant's construction project to State Road 408 for road improvements in and around the Tampa Avenue Interchange and Camping World stadium (the "Intended Purpose"), as more particularly shown on the diagram in Exhibit A.

NOW, THEREFORE, in consideration of these presents, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby enter into this Lease on the terms and conditions set forth herein.

Section 1. Incorporation of Recitals. The recitals are hereby incorporated into this Lease by reference and are made a part hereof.

Section 2. Leasehold Interest; No Assignment. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the exclusive right to occupy and use the Leased Premises upon the terms and conditions stated herein. Tenant may not assign or sublet its interest in this Lease without the prior written consent of Landlord; however, Landlord agrees that Tenant's personnel, agents, consultants, contractors, and subcontractors shall be permitted licensees of the Tenant to the extent their occupancy and use of the Leased Premises is consistent with the Intended Purpose.

Section 3. Term of Lease; Extension. The term of this Lease shall be for that certain period, commencing on the Commencement Date, and, unless earlier terminated pursuant to the terms of this Lease, ending on June 30, 2030 (the "Term"); provided that in the event Tenant remains in possession of the Leased Premises following the expiration of the initial Term, then the Term shall automatically extend on a month-to-month basis

thereafter (such month-to-month period constituting the “Extended Term” and, if applicable, shall be included in the Term) and during the Extended Term either Party shall have the right to terminate the extended Term by delivering fifteen (15) days' prior written notice of termination to the other Party. Additionally, Tenant shall have the right to terminate this Lease at any time during the Term upon thirty (30) days' prior written notice of termination to Landlord.

Section 4. Use. During the Term, and the Extended Term, the Leased Premises shall only be used by Tenant and its agents, contractors, subcontractors, and consultants for the Intended Purpose and to perform Tenant’s obligations under this Lease, and any other use is strictly prohibited. Landlord agrees to furnish Tenant with reasonable access to utilities desired by Tenant, including but not limited to electric, water, and sewer, at the Leased Premises. Landlord will only provide access to the above referenced utilities, and any additional expenses for turning the utilities on and/or any hookup charges shall be the sole responsibility of Tenant. Tenant agrees to pay all charges for utilities services used by Tenant during the Term of this Lease. Tenant shall be solely responsible for all costs and expenses of the installation of separate meter(s) or sub-meter(s) to be installed or used for any such utilities if desired by Tenant. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to require Tenant to remove such meters and repair any damage caused by the installation or removal thereof at Tenant’s sole cost and expense.

Section 5. Rent; Taxes. During the Term, Tenant agrees to pay Landlord rent for the Leased Premises in the amount of Ten Dollars (\$10.00) as total compensation for the Term of this Lease (the "Rent"). Tenant shall pay Landlord the Rent on or before the first day of the beginning of the Term of this Lease. If this Lease is extended beyond the end date of the initial Term listed above, Tenant agrees to pay to Landlord as rent for each month during the Extended Term the amount of ten dollars (\$10.00) per month. Any additional rent payments shall be paid on or before the first (1st) day of each subsequent calendar month during any extension of the Term. Tenant shall make payment by (i) money order, cashier check or corporate check; or (ii) Automated Clearing House (ACH) or wire transfer if Tenant has coordinated such payment method with Landlord's accounting department prior to making such payment. The Rent is deemed paid upon the date that Landlord receives the payment. The Rent and all other sums payable to Landlord pursuant to this Lease shall be paid to Landlord at the following address or to such other address last designated by Landlord in a notice to Tenant:

Housing Authority of the City of Orlando, Florida
390 North Bumby Avenue
Orlando, Florida 32803
Attention: Vivian Bryant, Esq.

Landlord will pay or cause to be paid any real estate taxes which are assessed against the Leased Premises by any taxing authority during the Term and Landlord shall pay all local and federal taxes assessed against Landlord because of its fee interest in the Leased Premises. Neither party shall record this Lease.

Section 6. Tenant Costs. Other than as expressly set forth in this Lease, all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the maintenance, repair or use of the Leased Premises shall be the responsibility of Tenant during the Term.

Section 7. Maintenance. Tenant shall keep the Leased Premises clean, neat, and mowed to the specifications of the City of Orlando and other governmental or quasi-governmental agencies having jurisdiction over the Leased Premises (each a "Government Agency" and collectively, the "Government Agencies"), and Tenant shall keep the Leased Premises in good maintenance and repair. All repairs shall be in quality and class equal to the original work. Tenant shall comply with all local, state, and federal laws, ordinance, rule, or regulation applicable to the Leased Premises. Tenant shall clean up any mud, dirt or debris on the Premises outside of the Leased Premises, resulting from Tenant's use of the Leased Premises.

Section 8. Improvements. Tenant shall not, without the prior written approval of Landlord, make any alterations, additions, or improvements in or to the Leased Premises. If such alterations, additions or improvements are approved and made, at the end of the Term, unless otherwise agreed in writing by Landlord, Tenant shall remove such alterations, additions or improvements from the Leased Premises, and restore the Leased Premises substantially to its condition as of the Commencement Date, at Tenant's sole expense. Notwithstanding anything herein to the contrary, Tenant shall, at its sole expense, maintain the existing security fence around the perimeter of the Leased Premises while using the Leased Premises for the Intended Purpose, and Tenant shall maintain the security fence for the remainder of the Term, provided that upon delivery of the Leased Premises by Landlord to Tenant under this Lease, Tenant shall have the right to remove portions of the fencing as shown on **Exhibit A**, which will be restored at Tenant's sole cost and expense prior to the end of the Term. At Tenant's sole cost and expense, Tenant shall have the right to install temporary fencing and a gate as shown on **Exhibit A** and to lay recycled asphalt or gravel for the parking areas on the Leased Premises, which will be removed by Tenant from the Leased Premises at the end of the Term.

Section 9. No Liens. Tenant shall not have any right, authority, or power to bind Landlord, the Leased Premises or any other interest of Landlord in the Leased Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Leased Premises, including for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the use of the Leased Premises by Tenant. Any such lien that is not released or bonded or otherwise satisfied within thirty (30) days shall constitute an Event of Default hereunder.

Section 10. Compliance with Laws. Tenant shall not use or occupy or suffer or permit any portion of the Leased Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy or other governmental requirements. Tenant shall comply with applicable laws and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Leased Premises.

Section 11. Tenant's Environmental Indemnity. Tenant shall not itself, or by its employees, and Tenant shall not permit any other person, including, but not limited to, third

parties with whom Tenant contracts in regard to this Lease, to bring, store, generate, transport, use, handle, treat, release or the threat of release onto the Leased Premises any (i) asbestos or asbestos-containing material or polychlorinated biphenyl material or (ii) hazardous substances or hazardous waste as defined under any federal, state or local law, that may require remediation under applicable law, or (iii) soil containing volatile organic compounds, or (iv) gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of liquid, solid or gas (collectively, (i)-(iv) are the "Prohibited Substances"), in violation of such applicable laws. Tenant shall be liable for the consequences of, and responsible for removal and lawful disposal and remediation in compliance with all applicable laws and regulations, at its sole cost and expense, of any Hazardous Materials or Prohibited Substances brought onto the Leased Premises by Tenant, resulting from a default under this Section. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Tenant covenants and agrees to indemnify, defend, and hold Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Landlord to the extent in connection with or arising from:

(a) Any Hazardous Materials or Prohibited Substances which are first placed on, in or under all or any portion of the Leased Premises during the Term by Tenant or its employees, , with the exception of any Hazardous Materials or Prohibited Substances which are placed on, in or under all or any portion of the Leased Premises by Landlord, its agents, employees or contractors; or

(b) Any violation of any Environmental Laws by Tenant or its employees at or relating to the Leased Premises which is not a condition existing prior to the Commencement Date.

For the purpose of this Lease, the following definitions shall apply:

(a) "Environmental Laws" means any present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42, U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq. ("TOSCA"); the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called "Superfund" or "Superlien" law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. ("OSHA"), as each is from time to time amended and hereafter in effect.

(b) "Hazardous Materials" means: (i) "hazardous substances" as defined by CERCLA; (ii) "hazardous wastes," as defined as RCRA; (iii) any hazardous, dangerous or toxic chemical, waste, pollutant, containment or substance ("pollutant") within the meaning of any Environmental

Law prohibiting limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant; (iv) petroleum crude oil or fraction thereof; (v) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq. and amendments thereto and reauthorizations thereof; or (vi) asbestos-containing materials in any form or condition, or polychlorinated biphenyls in any form or condition.

Section 12. Insurance. Prior to the Commencement Date and always during the Term and any extension thereof, Tenant shall, at its sole expense, obtain and keep in force the following insurance: Commercial General Liability insurance with limits of not less than Three Million Dollars (\$3,000,000). Tenant shall be solely responsible for payment of any premiums and deductibles associated with such insurance. All insurance required in this Lease and all renewals of it, shall be issued by companies authorized to transact business in the State of Florida. Tenant shall provide Landlord with thirty (30) days' prior written notice of cancellation of such policies, and such policies will contain a waiver of subrogation in favor of Landlord. Upon issuance, a certificate with respect to such policy shall be delivered to Landlord naming the Housing Authority of the City of Orlando as an additional insured. Tenant will also require its consultants, contractors, and subcontractors performing work on the Leased Property for or on behalf of Tenant or using the Leased Property pursuant to the authority of this Lease to name the Housing Authority of the City of Orlando as an additional insured on the insurance policies carried by such consultants, contractors, and subcontractors with respect to such work or use on the Leased Property.

Section 13. Events of Default, At the option of Landlord, the occurrence of any of the following events shall constitute and are defined as an "Event of Default" by Tenant:

(a) Tenant defaults in the due and punctual payment of any payment to Landlord hereunder, and such default continues for fifteen (15) calendar days after written notice from Landlord, unless Tenant notifies Landlord in writing during such fifteen (15) calendar day period that Tenant is withholding the subject payment or performance due to a dispute as to the legitimacy or correctness of same and takes steps reasonably necessary to protect Landlord's interests; or

(b) This Lease or the Leased Premises or any part of the Leased Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged or bonded off within ninety (90) calendar days after its levy; or

(c) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) calendar days after notice by Landlord to Tenant; provided, however, if the nature of the breach is such that it cannot be cured by Tenant reasonably within the period of thirty (30) calendar days, Tenant shall not be deemed in default of this Lease if Tenant commences the curing of such default within such period of thirty (30) days and prosecutes in good faith the curing of same continuously thereafter until the same is, in fact, cured; or

- (d) A lien is placed on the Leased Premises in violation of **Section 9** of this Lease that is not released or bonded no later than thirty (30) days of filing; or
- (e) Tenant uses the Leased Premises for uses other than the Intended Use and fails to cease such use within ten (10) days following written notice from Landlord describing same; or
- (f) Tenant makes any assignment in violation of this Lease.

If any one or more Events of Default set forth in this Section occurs, and continues beyond the applicable grace or cure periods, then Landlord may, as Landlord's sole and exclusive remedy, at law or in equity, terminate this Lease by written notice to Tenant of its intention to terminate this Lease on the date (including any cure period described above) specified in such notice, and, on the date specified in such notice, Tenant's right to possession of the Leased Premises will cease and the estate conveyed by this Lease shall re-vest in Landlord.

Section 14. Surrender; Holdover.

- (a) At the end of the Term, Tenant shall surrender the Leased Premises in substantially good order and condition as it was on the Commencement Date. Accordingly, Tenant shall remove all of Tenant's personal property, all construction equipment, and materials which Tenant has placed on the Leased Premises, from the Leased Premises; (iii) properly dispose of all trash and debris from the Leased Premises; and (iv) restore the Leased Premises substantially to its condition as of the Commencement Date. Any property belonging to Tenant, which Tenant has failed to remove from the Leased Premises shall become the property of Landlord, and Tenant shall be liable to Landlord for the cost of removal from the Leased Premises.
- (b) If Tenant shall continue in possession of the Leased Premises after the date of termination specified in a written notice of termination of the applicable Term, then Tenant shall be deemed a Tenant of the Leased Premises from month to month, cancelable upon fifteen (15) days' written notice, subject to all of the terms and provisions of this Lease, except only as the term of this Lease, and the Rent payable pursuant to **Section 5** above during such period as Tenant shall continue to hold the Leased Premises or any part thereof shall be an amount equal to such reasonable sum as the Parties agree in writing, taking into account the extent and duration of the holdover.

Section 15. Indemnification. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Tenant shall indemnify, defend, and hold Landlord and Landlord's officers, commissioners, agents, and employees harmless from and against all claims, liabilities,

losses, damages, and expenses for injury to or death of any person or loss of or damage to property at or upon Leased Premises to the extent arising out of or in connection with Tenant's negligence or willful misconduct and arising from Tenant's Intended Use of the Leased Premises. Notwithstanding anything herein that might be construed to the contrary, nothing in this Agreement shall be interpreted to limit, alter or modify any limitations or protections to which either party is entitled to claim pursuant Section 768.28, Florida Statutes, as may be amended.

Section 16. Time of Essence. Time is of the essence of each and every provision of this Lease.

Section 17. No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. Neither payment by Tenant, nor receipt from Landlord, of a lesser amount than the charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated charge. No endorsement or statement on any check, or any letter accompanying any check, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's rights to pursue any remedy available to Landlord. If this Lease is assigned, or if the Leased Premises or any parts of the Leased Premises are sublet or occupied by anyone other than Tenant or its agents, contractors, subcontractors, or consultants, Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to any amount reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of assignee, subtenant, or occupant of Tenant, or a release of Tenant from the complete performance by Tenant to its covenants in this Lease.

Section 18. Captions and Gender. The captions are inserted in this Lease only for convenience of reference and do not define, limit or describe the scope or intent of any provisions of this Lease. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

Section 19. Entire Agreement. This Lease, together with any exhibits, schedules, and attachments that form a part hereof, sets forth and constitutes the entire agreement and understanding of the Parties with respect to its subject matter. With respect to such subject matter, this Lease supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, between the Parties.

Section 20. Amendment. This Lease can be amended only by a written document agreed to and signed by an authorized representative of each of Landlord and Tenant.

Section 21. Severability. If any provision of this Lease is found by a court of competent

jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, or enforceable provided such severability does not materially affect the basic understanding of the Parties as reflected in this Lease.

Section 22. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed given (i) on the date when received, if delivered by hand before 5:00 p.m., otherwise, on the next business day, (ii) five (5) business days after being sent by registered or certified mail, return receipt requested, or (iii) two (2) business days after being sent by recognized overnight delivery services such as FedEx, addressed as follows:

If to Landlord: Housing Authority of the City of Orlando, Florida
390 north Bumby Avenue
Orlando, FL 32803
Attention: Vivian Bryant, Esq.

with a copy to: DarrowEverett LLP
201 E. Kennedy Boulevard, Suite 600
Tampa, Florida 33602
Attention: Ricardo Gilmore, Esq.

If to Tenant: Central Florida Expressway Authority
4974 Orl Tower Road
Orlando, Florida 32807
Attention: Glenn Pressimone, Chief of Infrastructure

with copies to: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel's Office
Email: general.counsel@cfxway.com

and

Dinsmore & Shohl LLP
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Attn: Leslie A. Evans, Esq.
Email: Leslie.Evans@Dinsmore.com

A party may change its address or to whom a copy should be sent by giving written notice to the other party as specified herein.

Section 23. Waiver of Jury Trial. Subject to HUD's approval, if required, to the fullest extent permitted by law, Landlord and Tenant each waive trial by jury, by mutual consent, in any action, proceeding or counterclaim brought by one against the other on all matters arising out of this Lease or the use of the Leased Premises.

Section 24. Governing Law and Venue. This Lease will be governed by and construed in accordance with the internal laws of the State of Florida, without regard to principles of conflicts of laws. However, federal law shall apply to provisions required by federal statutes, regulations or guidelines. In the event of litigation, the parties agree that venue for the prosecution of any state court proceedings shall be Orange County, and any federal court proceeding shall be the Middle District of Florida.

Section 25. Cumulative Rights; Remedies; Specific Performance. Except, as expressly limited by the terms of this Lease, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity. No single or partial exercise of any right or remedy by any Party shall preclude any other or further exercise thereof. In addition to all remedies available at law or in equity for enforcement of this Lease, the Parties expressly agree they may enforce this Lease by specific performance.

Section 26. Non-Merger. Except upon expiration or termination of this Lease pursuant to this Agreement, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Leased Premises or any part thereof by reason of the facts that the same person may acquire, own or hold, directly or indirectly, (i) this Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate, and (ii) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate, unless and until all persons, including any assignee of Landlord, having an interest in (a) this Lease or Tenant's estate created hereunder, and (b) the fee estate in the Leased Premises or any part thereof, shall join in a written instrument effecting such merger.

Section 27. Quiet Enjoyment Tenant, upon keeping, observing, and performing all of the terms, covenants, agreements, provisions, conditions, and limitations of this Lease on Tenant's part to be kept, observed, and performed, shall quietly have and enjoy the Leased Premises during the Term of this Lease without hindrance or molestation by anyone lawfully claiming by, under or through Landlord, subject, however, to reservations and conditions of this Lease.

Section 28. Counterparts; Electronic Signatures. This Lease may be executed in counterparts, including by digital and electronic signatures, and all such counterparts shall be deemed originals and together shall constitute but one and the same instrument.

Section 29. Litigation Fees. Each party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the negotiation, drafting, execution, administration, performance, enforcement, or interpretation of this Lease, and in any claim, action, proceeding, or dispute arising out of or related to this Lease, whether at trial, on appeal, in post-judgment or bankruptcy proceedings, or in any administrative or alternative dispute resolution forum. No

prevailing-party entitlement to attorneys' fees or costs shall arise under or with respect to this Lease. Notwithstanding the foregoing, this "Litigation Fees" provision shall not be construed to limit or preclude the recovery of attorneys' fees, costs, or expenses by a party if and only to the extent such amounts are expressly included as recoverable components of an indemnification or defense obligation specifically provided elsewhere in this Lease, including reasonable attorneys' fees incurred in connection with the defense of an indemnified claim. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted to alter, amend, or waive: (a) either party's sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes; or (b) the consent of either party to be sued.

Section 30. Limited Liability of Landlord. Tenant shall look solely to Landlord's interest in the Leased Premises for the satisfaction of any claims against Landlord, or its employees, agents or assigns for the satisfaction of any claims, if permitted by law, arising pursuant to this Lease.

Section 31. Access. To the extent applicable to this Leased Property, Tenant agrees to grant a right of access to Landlord, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their authorized representatives, during regular business hours with respect to any books, documents, papers or other records related to this Lease in order to make audits, examinations, excerpts, and transcripts. Landlord shall have the right to enter upon the Leased Premises upon not less than two (2) business days' prior written notice (except that no notice shall be required in the event of an emergency) for the purpose of inspecting same or for making repairs to the Leased Premises or to any property owned or controlled by Landlord therein; provided, however, Landlord shall have no right to enter into the storage container, trailer, vehicles, or any other personal property located on the Leased Premises.

Section 32. Subcontractors. A Party may subcontract portions of its performance under this Lease to third parties. Any such subcontracting shall not relieve the contracting Party of any obligation, duty, responsibility, or liability under this Lease, and the contracting Party shall remain fully responsible for the acts and omissions of its subcontractors as if performed by such party directly.

Section 33. Sovereign Immunity; Liability. Both parties hereto are agencies or subdivisions of the State of Florida and hereby expressly retain sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this Lease shall be construed as a waiver of sovereign immunity, a consent to suit by either party or an expansion of any applicable statutory waiver of immunity. Other than Tenant's express payment obligations properly due and payable under this Lease, both parties' liability under or related to this Lease shall not exceed the dollar amounts set forth as the limits per claim and per occurrence in Section 768.28, Florida Statutes, which amounts are hereby agreed to apply as a contractual limitation on all claims against either party regardless of the legal or equitable theory asserted. No term of this Lease shall create any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity, this Lease, or law.

Section 34. Attornment. In the event of sale or transfer of Landlord's interest in the Leased Premises or any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage or other similar instrument executed by

Landlord covering the Leased Premises, Tenant shall attorn to the purchaser or transferee upon any such event and recognize such purchaser or transferee as Landlord under this Lease; provided, however, it shall be a condition to such attornment that Tenant's possession of the Leased Premises shall continue undisturbed so long as Tenant is not in default under this Lease.

Section 35. Binding Effect. Subject to the limitations on assignment, delegation, and transfer set forth in this Lease, this Lease shall be binding upon, and inure solely to the benefit of, the parties expressly identified in and that have executed this Lease and their respective permitted successors and assigns. Nothing in this Lease, express or implied, is intended to or shall be construed to confer upon any other person or entity any legal or equitable right, benefit, remedy, or claim. No person or entity other than such identified Landlord and Tenant shall have any right to enforce any term of this Lease.

[Signature Page Follows]

Proposed

IN WITNESS WHEREOF, this Lease has been executed as of the date first referenced above.

WITNESSES:

Print Name: _____

Print Name: _____

LANDLORD

**HOUSING AUTHORITY OF THE CITY OF
ORLANDO, FLORIDA**, a public body corporate and
politic established pursuant to Chapter 421 of Florida
Statutes

By: _____

Name: Vivian Bryant, Esq.

Title: President/CEO

Proposed

[LEASE SIGNATURE PAGE]

TENANT
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, a body corporate and an agency of
the State of Florida

By: _____
Print Name: Michelle Maikisch
Title: Executive Director

ATTEST:

Name: Nadine Orellana
Title: Senior Executive Assistant

Approved as to form and legality for the exclusive
reliance of the Central Florida Expressway
Authority.

DINSMORE & SHOHL, LLP

By: Leslie A. Evans
Leslie A. Evans (May 20, 2026 12:39:39 EDT)

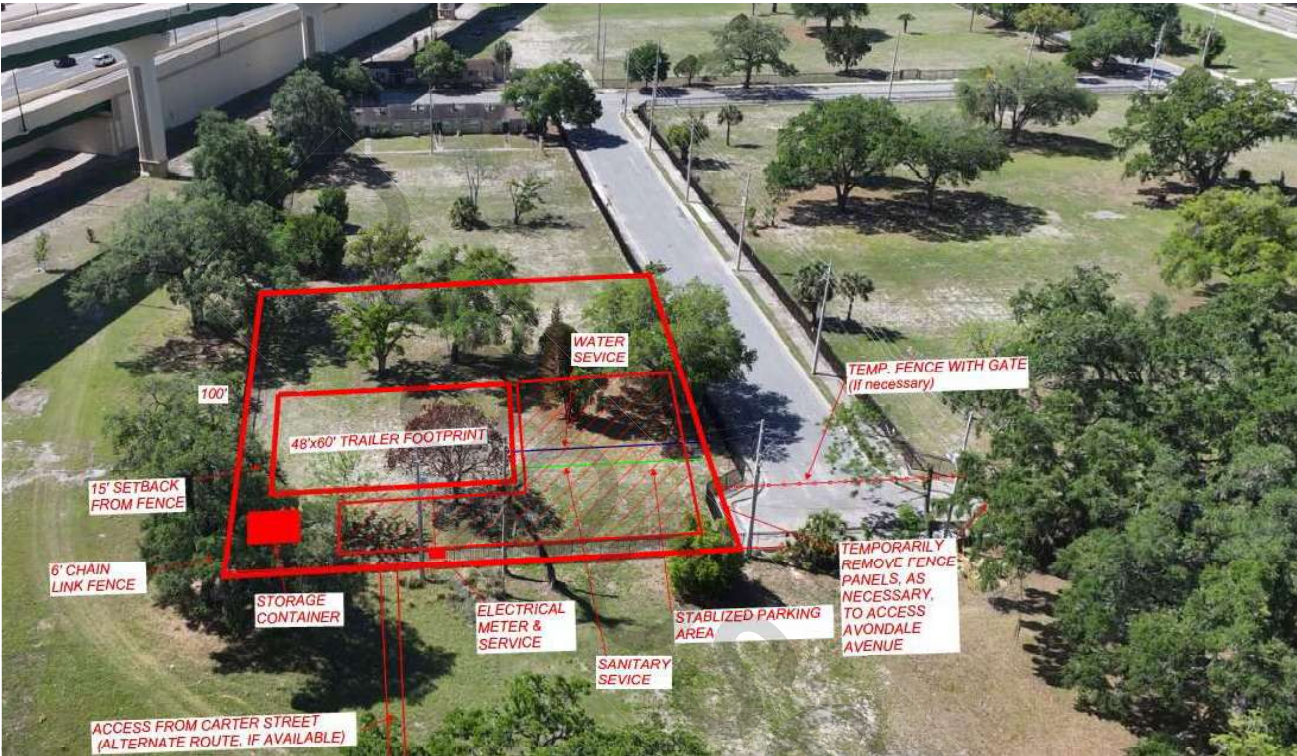
Leslie A. Evans
Right of Way Counsel

Date: 05/20/2026

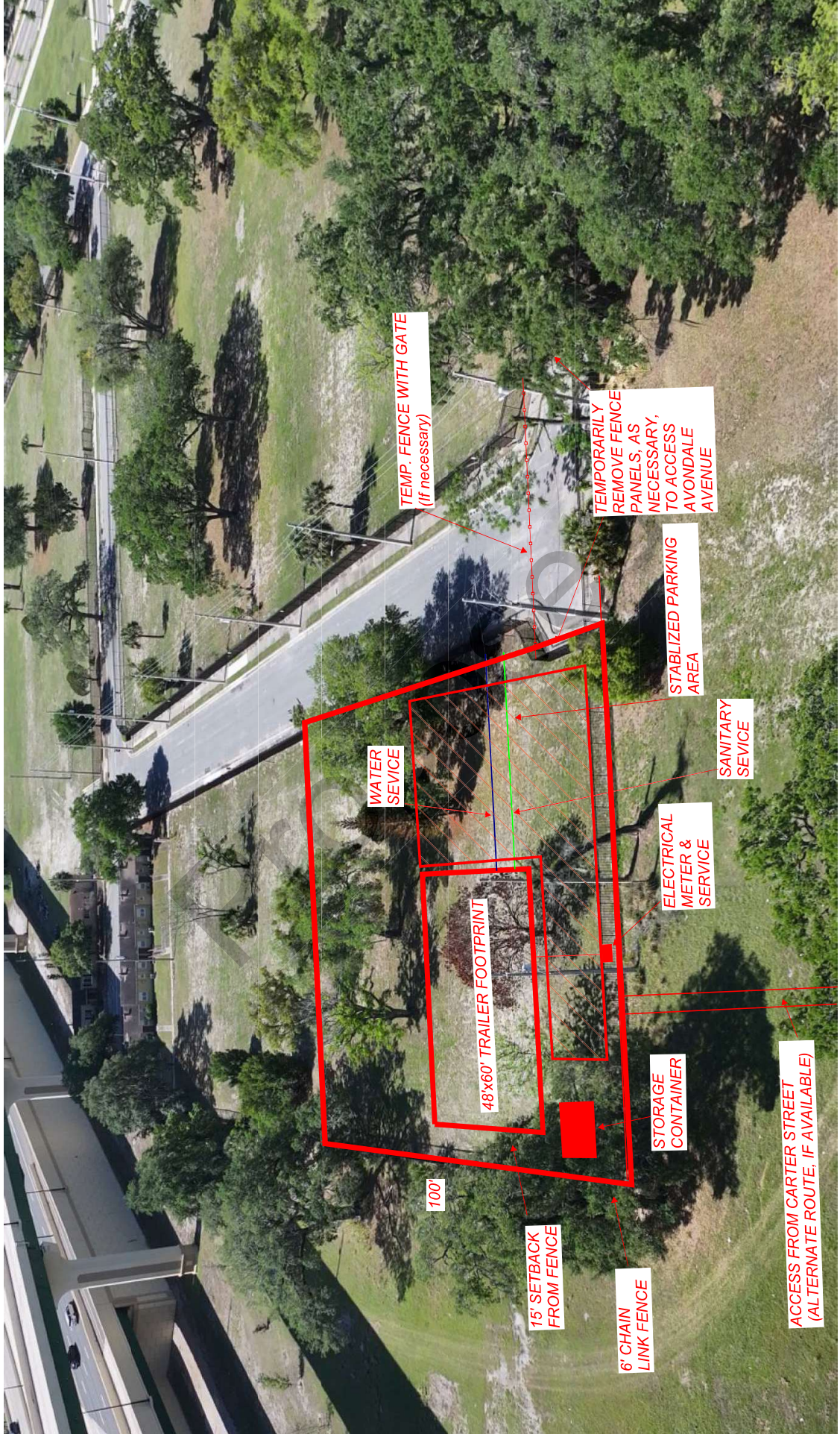
[LEASE SIGNATURE PAGE]

EXHIBIT A
Leased Premises Description

The "Leased Premises" consists of that portion of land outlined in the image below:



ATTACHMENT "B"



TEMP. FENCE WITH GATE
(if necessary)

TEMPORARILY REMOVE FENCE PANELS, AS NECESSARY, TO ACCESS AVONDALE AVENUE

STABILIZED PARKING AREA

WATER SERVICE

SANITARY SERVICE

ELECTRICAL METER & SERVICE

48'x60' TRAILER FOOTPRINT

STORAGE CONTAINER

100

15' SETBACK FROM FENCE

6' CHAIN LINK FENCE

ACCESS FROM CARTER STREET (ALTERNATE ROUTE, IF AVAILABLE)