

1  
2 THE COURT: Okay, welcome back everybody.  
3 We'll bring Mr. Basehart back in. Would you  
4 please get him, you can get the jury deputy.  
5 Thank you.

6 Thanks again. Please have someone from each  
7 side ready to summon the witness, please, since  
8 there appears to be --

9 MR. GARY: Your Honor, can we talk about the  
10 lawyers buying lunch for the jurors, both sides?

11 THE BAILIFF: Jury entering.

12 (Whereupon the jury entered the courtroom  
13 and the following proceedings were had:).

14 THE COURT: Okay. Again, welcome back  
15 everyone and thank you for your continued service  
16 and sacrifice. It's very much appreciated.  
17 We'll take care of that, Mr. Gary, during the  
18 break. Just remind me. Thank you.

19 MR. GARY: Thank you.

20 THE COURT: All right, sir. If you'd go  
21 ahead and take the oath again for me, please.

22 THE CLERK: Good morning, sir.  
23  
24  
25

1 Thereupon:

2 ROBERT BASEHART

3 was called as a witness and having been first duly  
4 sworn, was examined and testified as follows:

5 THE WITNESS: Yes, I do.

6 THE COURT: Thank you again and when the  
7 witness is seated, Mr. Mariani, you may proceed,  
8 sir.

9 MR. MARIANI: Thank you, Your Honor.

10 DIRECT EXAMINATION

11 BY MR. MARIANI:

12 Q. Good morning, Mr. Basehart.

13 A. Morning.

14 Q. May it please the Court.

15 Mr. Basehart, while you were working on the  
16 Destiny project, were you involved in assisting and  
17 working on different plans that were made can  
18 September at all and other wise?

19 A. Yes.

20 Q. Yesterday you used the word villages. Could  
21 you explain Destiny as it relate to the use of the  
22 word villages?

23 A. The master plan that was developed for the  
24 proposed community involved placing individual village  
25 level or communities throughout is overall site,

ROUGH DRAFT TRANSCRIPT

1 connected by roadways and lineal parks and things of  
2 that nature, rather than a sprawling community that's  
3 all together.

4 Q. In connection with the effort are you  
5 familiar with the phrase a city of villages?

6 A. Yes.

7 Q. And was that a phrase that you used?

8 A. It was a phrase that was developed for the  
9 project.

10 Q. So was Destiny meant to be a city of  
11 villages?

12 A. Yes, it was.

13 Q. Let me show you what's been marked as  
14 Exhibit 124. Your Honor, may I approach the witness?

15 THE COURT: Yes, thanks.

16 BY MR. MARIANI:

17 Q. This is Pugliese parties Exhibit 124. Is  
18 that a document you had involved in with other  
19 consultants to the Destiny project?

20 A. Yes.

21 Q. And what is this document meant to depict?

22 A. It's meant to depict the design that was  
23 being proposed for the project. As you can see, I  
24 guess you can't see --

25 Q. Is it an accurate copy of the design for the

1 cities of villages, as set forth in Exhibit 124?

2 A. Yes.

3 MR. MARIANI: Your Honor, we'd move the  
4 admission.

5 THE COURT: Any objection.

6 MR. CHAPMAN: No objection because --

7 THE COURT: It's either an objection or no  
8 objection.

9 MR. CHAPMAN: No objection.

10 THE COURT: There's though speaking on  
11 objections either. It will be admitted. Thank  
12 you.

13 (Whereupon a document/item was marked in  
14 evidence as Defendant's Exhibit 124.)

15 MR. MARIANI: Your Honor, if I may if you  
16 look on the screen this is a very light  
17 depiction. It's a one half page exhibit. I have  
18 copies for the jury. May have the bailiff  
19 distribute them.

20 THE COURT: If you could go ahead and do  
21 that. Thank you. He just wants to give a copy  
22 to each of the jurors, please.

23 THE BAILIFF: Okay.

24 Q. Mr. Basehart first let's get our bearings.  
25 Is north to the top of the page?

1 A. Yes it is.

2 Q. South to the bottom of the page?

3 A. Correct.

4 Q. The light lines that go through -- it's hard  
5 to see here, but these lines, these three lines, can  
6 you tell us what those depict?

7 A. I think -- I believe the one that runs north  
8 and south along toward the east end of the property is  
9 the Turnpike, the Florida Turnpike and U.S. 441.

10 Q. And then this line that runs all the way  
11 across, what line is that?

12 A. That's State road 60.

13 Q. Now, at the bottom southern edge of the  
14 property that was to be the Destiny project, was the  
15 Osceola County line there?

16 A. Yes.

17 Q. So the property at the southern portion was  
18 in Osceola County?

19 A. Yes.

20 Q. The preserve that you referred to yesterday,  
21 was that in Osceola County?

22 A. No, it was adjacent. The county line was  
23 the south boundary of this property. Next county down  
24 is Okeechobee and the preserve, the State preserve was  
25 in Okeechobee county.

1 Q. Now, back to the Exhibit 124. We see here  
2 on the right edge below the midway point, the phrase  
3 "logistics center." What does that depict?

4 A. I don't recall.

5 Q. Let me withdraw that question. Was there  
6 any commercial property zoned commercial property  
7 within the bounds of the Destiny project?

8 A. Yeah, and I believe the logistics center was  
9 part of that, but each individual had commercial core  
10 as well.

11 Q. No I'm asking in terms of zoning at the time  
12 that this document was created, was there any zoned  
13 property within the Destiny project that was zoned for  
14 commercial use?

15 A. Yes, there was a 31-acre parcel located on  
16 the south side of state road 60, right at the Turnpike  
17 that was zoned general commercial.

18 Q. So in respect of this document, where would  
19 that be?

20 Let me approach here. Direct me to identify  
21 where it would be?

22 A. I can't read that very close, but keep going  
23 east.

24 Q. You can look at --

25 A. Keep going east on state road 60 till it

1 joins with the turn pining.

2 Q. So right here?

3 A. Right there, right at that location, going  
4 west from the Turnpike and south from state road 60  
5 was where the commercial property was.

6 Q. Thank you. Now, on the left center of the  
7 exhibit we see the word Velocita?

8 A. Yes.

9 Q. What was that meant to depict?

10 A. That's one of the villages and that's the  
11 village that we discussed yesterday that was going to  
12 be developed by Emerson Fitipaldi's group as a green  
13 automotive research testing and development site.

14 Q. With respect to the property did you work on  
15 the plans with any of the consultants?

16 A. Yes I mean, we did some work on what we call  
17 the central core, which would have bony guess the main  
18 down town of the Destiny project. We also --

19 Q. Excuse me is that also depicted on this  
20 Exhibit 124?

21 A. Yes it says "central core."

22 Q. And what other types of plans were drawn?

23 A. There were some plans done for -- you see a  
24 village that's called Earth Park? There was some work  
25 on that. That was going to be a recreation and

1 tourist attraction type use that involved a large dome  
2 with ski slopes an other types of entertainment within  
3 it. And that of course was just one component of the  
4 Earth Park village.

5 Q. Now, let me show you Exhibit 125. May I  
6 approach, Your Honor?

7 THE COURT: Yes.

8 MR. MARIANI: May I approach the witness.

9 THE COURT: Sure.

10 Q. May have that exhibit please. No actually  
11 keep that.

12 I show what's been marked as Exhibit 125.  
13 Is that plan or is that a document that you were  
14 involved consulting and creating with other  
15 consultants of the Destiny group?

16 A. Yes.

17 Q. The document is entitled different any of  
18 Florida new town?

19 A. Correct.

20 Q. Does this document in the bottom half of it  
21 and in the left quadrant of it depict the same  
22 property or part pulmonary function test same property  
23 that was depicted on the prior exhibit, 124?

24 A. Yes actually this document depicts the  
25 original 27,000 acres.



1 Q. Is it bound on the north by State road 70?

2 A. 60.

3 Q. Withdrawn. Is it bounded on the north by  
4 state road 60?

5 A. Yes.

6 Q. Is it bound on the bottom edge by the  
7 Osceola County and Okeechobee county line?

8 A. Yes.

9 MR. MARIANI: Your Honor, we'd a like to  
10 move into evidence Exhibit 125.

11 MR. CHAPMAN: We would object to this  
12 exhibit.

13 THE COURT: Grounds.

14 MR. CHAPMAN: Because it depicts single  
15 family homes.

16 THE COURT: Grounds.

17 MR. CHAPMAN: Because it's unfairly  
18 prejudicial.

19 THE COURT: Overruled. You can cover that  
20 on cross. It will be admitted over objection as  
21 AVP 125.

22 (Whereupon a document/item was marked in  
23 evidence as Defendant's Exhibit 125.)

24 Q. Again so to get our bearings, the green with  
25 different colors within it, that's the original

1 27,000 acres; is that correct?

2 A. That's correct.

3 Q. What is this document meant to depict?

4 A. This document is one of the earlier master  
5 plans that was developed for the project. Basically  
6 it shows a veers of locations for development that are  
7 depicted primarily in the brown and mauve colors and  
8 the dark green areas are wetland areas.

9 Q. So is the dragger green is meant to be  
10 preserved areas not built upon?

11 A. That's correct.

12 Q. In terms of the ratio there was the effort  
13 being made to satisfy the goal you talked about  
14 yesterday about preserving the better part of the  
15 wetlands, the hopefully 80 percent of the wetlands?

16 MR. CHAPMAN: Objection, Your Honor,  
17 leading.

18 A. Correct.

19 THE COURT: It was a leading question. You  
20 want to rephrase it please.

21 Q. I'll rephrase it. In the respect to the  
22 amount of wetlands on Exhibit 125, can you tell us  
23 what was being done to attempt to meet the goal of  
24 preserving 80 percent of the more pristine wetlands?

25 A. Again as you can see graphically, the intent

1 was to design the development program for the Destiny  
2 project around the wetlands and significant  
3 environmental areas to preserve them and actually make  
4 them an enhancement for the project.

5 Q. Let me ask you a question specifically. Did  
6 you and the team view the wetlands as an enhancement  
7 or a negative in the project?

8 MR. CHAPMAN: Objection, Your Honor,  
9 cumulative, asked and answered.

10 THE COURT: Overruled.

11 Q. You can answer.

12 A. It's a primary feature of the site and the  
13 intent was to use the wetlands, the presentation and  
14 the eco to help with the eco sustainability of the  
15 project and be an asset, an asset for the project.

16 Q. So did you and the team view the wetlands as  
17 an enhancement or as a negative element?

18 A. We looked at it as an opportunity.

19 Q. And what opportunity did the wetlands  
20 provide?

21 A. The opportunity it created the basis of the  
22 theme of the project, which was a green community and  
23 it provided the opportunity to create a development  
24 that was, you know, truly again eco sustainable. The  
25 wetland areas could be used for recreational purposes

1 than the wetland areas would be used to create premium  
2 land development opportunities for those that were  
3 adjacent to it.

4           It created you know, a huge nature scenario.  
5 I could go on.

6           Q.    Thank you.  In respect to this boundary line  
7 which defines the southern edge of Osceola County and  
8 the northern boundary of Okeechobee county, in terms  
9 of the reserve, the 50,000 acres that the state owned,  
10 did that exist in this area of white on this  
11 Exhibit that has the word "Okeechobee county"?

12           A.    Yes it substantially overlaps with our  
13 southern boundary.

14           Q.    And did it extent west, the preserve?

15           A.    Yes.

16           Q.    Did it extent east?

17           A.    Yes.  East of our property, no.

18           Q.    I see.  So this area in white on  
19 Exhibit 125, was the entirety of that white area,  
20 let's say to U.S. 441, was that part of the preserve?

21           A.    I don't believe all the way to 441.

22           Q.    Okay, so somewhere west of 441 to the edge  
23 of the Destiny project, correct?

24           A.    And beyond.

25           Q.    And well, beyond, let's just say beyond?

1 A. Yes.

2 Q. And how deep into Okeechobee county did that  
3 go, if you recall?

4 A. Several miles.

5 Q. Now, looking at Exhibit 125, it appears to  
6 be -- well, tell me about the relationship between the  
7 green area or the wetland areas in the Destiny project  
8 and the state preserve that was below?

9 A. Well, it's an opportunity to -- first of  
10 all, there's connectivity, which is a major objective,  
11 to have connectivity so animals with go back and forth  
12 and that the eco systems can work off of each other  
13 and to a large extent that was the existing condition  
14 on the property when Mr. Pugliese you know, picked it  
15 up, and the intent was, you know, to enhance the  
16 conductivity and effectively make the wetlands on the  
17 Destiny property an extension of the state preserve.

18 MR. MARIANI: Your Honor, may I approach.

19 THE COURT: Sure, and I do have these on my  
20 screen, so I don't need an extra copy.

21 MR. MARIANI: May I approach.

22 THE COURT: Sure.

23 BY MR. MARIANI:

24 Q. Mr. Basehart let me hand you what's been  
25 marked as Exhibit 126. Do you recognize that

1 document?

2 A. Yes, I do.

3 Q. Did you participate with other consultants  
4 to the Destiny project to create this document?

5 A. Yes.

6 Q. Now, the northern -- we still have 125 on  
7 the board here, the northern boundary of the or the  
8 original 27,000 acres is state road street. The  
9 exhibit which I just handed you, 126, what does that  
10 depict?

11 A. It depicts a piece of property that was  
12 added to the project while we were working on it.  
13 It's known as the Rohde property because the Rohde  
14 family was the owner of the property.

15 Q. I'm still looking at Exhibit 125. Where  
16 would the Rohde property be if we purpose imposed it  
17 on this Exhibit 125?

18 A. Well, it would be along the north boundary,  
19 yeah, starting at the west end and continuing east to  
20 just a little bit been you got to U.S. 441.

21 Q. The title of this document is Rohde in  
22 Florida new town. Is this meant to be part of the  
23 Destiny Florida new town?

24 A. Yes.

25 Q. Would they be done totally in conjunction

1 with each other? In other words were they two  
2 different plans or was it one plan?

3 A. No they were two different plans initially  
4 an then later on they were merged.

5 MR. MARIANI: Your Honor, we'd like to admit  
6 Exhibit 126.

7 THE COURT: Any objection.

8 MR. CHAPMAN: No objection.

9 THE COURT: So stipulated thank you. Will  
10 be admitted as Exhibit 126, AVP, without  
11 objection.

12 (Whereupon a document/item was marked in  
13 evidence as Defendant's Exhibit 126.)

14 Q. So this exhibit, if we superimpose it would  
15 fit write where it's shown on the board, correct?

16 A. Correct.

17 Q. When the Rohde property and the original  
18 Latt Maxcy property or the original 27,000 acres were  
19 combined for purposes of your master plan, how many  
20 total acres did that include?

21 A. 41,000 acres.

22 Q. When you spoke with officials at Osceola  
23 County or people at other agencies, if there's a  
24 reference in any of those discussions to 41,000 acres,  
25 are these the 41,000 acres we're talking about; that

1 is to say, the combination of Exhibit 125 and 126?

2 A. Yes.

3 Q. In respect of this portion that shows the  
4 Rohde property, was it harmonious to the design and  
5 the commitment to preserve wetlands in the original  
6 27,000 acres?

7 A. Yes, it was. The Rohde property contained a  
8 lot less environmentally significant property, but it  
9 had quite a bit and the concept of the city of  
10 villages and the presentation of environmentally  
11 significant wetlands, etc continued.

12 Q. May I ask that you put your microphone  
13 a little closer for the court reporter and the jury.  
14 Thank you.

15 A. Thank you.

16 Q. You mentioned the phrase connectivity in a  
17 prior answer. I'd like to focus on that a little more  
18 in a complete way. Connectivity, does it mean  
19 connect, connect wetlands to each other that are  
20 significant?

21 A. Yes.

22 Q. So in respect to the design relative to the  
23 Rohde portion of the 41,000 acres, did you consider  
24 the utility and value of connectivity of any  
25 significant wetlands in the Rohde property with



1 wetlands in the original 27,000 acres and then the  
2 preserve that was below?

3 A. Sure, to the extent possible.

4 MR. MARIANI: May I approach the witness,  
5 Your Honor.

6 THE COURT: Thank you.

7 BY MR. MARIANI:

8 Q. Mr. Basehart I hand you what's been  
9 marked -- hand you what's been marked as exhibit,  
10 Pugliese Exhibit 34.

11 A. Yes.

12 Q. Have you seen that document before?

13 A. Yes, I have.

14 Q. Can you tell us when you first saw it?

15 A. Well, it would have been in May of May of  
16 2007.

17 Q. Yesterday you referred to a letter from  
18 Mr. Pelham?

19 A. Yes.

20 Q. Suggesting or recommending the use of the  
21 Rural Land Stewardship Act. Is there any relationship  
22 with your testimony about that letter and this letter?

23 A. This is the letter that I was referring to.

24 Q. Did you receive a copy of this letter in May  
25 of '07?

1 A. Yes.

2 Q. Was this letter sent to the chairman of the  
3 Osceola County board of county commissioners?

4 A. Yes.

5 Q. So when you received this letter, what did  
6 you understand Mr. Pelham was telling Osceola County  
7 and telling your group?

8 A. Well, just as he says in the first  
9 paragraph --

10 Q. Well, don't read it. I'm asking for your  
11 reaction to this letter.

12 A. Basically, this letter confirms that the  
13 Department of Community Affairs felt that the pursuit  
14 of a rural land stewardship was a workable approach to  
15 the property and as a part of that, it recommended the  
16 some joint planning be done with the Latt Maxcy  
17 property to the west.

18 Q. So was that consistent with what you had  
19 heard previously from the prior director, Thaddeus  
20 Cohen?

21 A. Yes.

22 Q. Of the DCA?

23 A. Yes, it was.

24 MR. MARIANI: Your Honor, we move the  
25 admission into evidence of Exhibit 34.

1 MR. CHAPMAN: No objection.

2 THE COURT: Thank you. So stipulated.

3 (Whereupon a document/item was marked in  
4 evidence as Defendant's Exhibit 34.)

5 BY MR. MARIANI:

6 Q. Let's talk about the Latt Maxcy. They had  
7 sold the piece of property, the 27,000 acres in 2005.  
8 It made the bottom part of the Destiny project?

9 A. Yes.

10 Q. Did they maintain other land?

11 A. Yes.

12 Q. Still own other land?

13 A. Yes, my understanding was that they owned an  
14 equivalently sized piece of property that extended  
15 from what would be the western boundary of Destiny all  
16 the way to the Kissimmee river, I think a distance of  
17 about seven miles of road frontage.

18 Q. So you meant with them in respect of any  
19 interest or disinterest they had in the development of  
20 the Destiny property?

21 A. We met on numerous occasions and actually  
22 there were some joint meetings with the Latt Maxcy  
23 people, the Destiny staff, and consultants in Osceola  
24 County.

25 Q. And why were those meetings conducted, to

1 the best of your understanding?

2 A. For the purpose of seeing if some joint  
3 planning activity could be accomplished.

4 MR. MARIANI: May I approach the witness,  
5 Your Honor.

6 THE COURT: Thank you.

7 BY MR. MARIANI:

8 Q. Mr. Basehart, let me show you what's been  
9 marked as our Exhibit 42. Have you seen that document  
10 before?

11 Take a moment to review it.

12 A. Okay.

13 Q. Have you seen that document before?

14 A. Yes.

15 Q. Did you see that document near to the date  
16 that it's dated, February 19, 2008?

17 A. Yes.

18 Q. To whom is the document addressed?

19 A. It's sent to Mr. Pugliese.

20 Q. From whom?

21 A. Tom Pelham.

22 Q. At the DCA or the Department of Community  
23 Affairs?

24 A. He was secretary to the Department of  
25 Community Affairs, yes.

1 Q. So when you reviewed this document in  
2 February of 2008 what did you understand it to mean?

3 A. He was suggesting that because of the size  
4 of the development, that other alternatives rather  
5 than the rural land stewardship program might be more  
6 appropriate.

7 Q. Is this the letter you referred to in your  
8 testimony yesterday that Mr. Pelham changed his mind?

9 A. That's one of them, yes.

10 Q. One of them, okay.

11 MR. MARIANI: Your Honor, we move the  
12 admission of Exhibit 42.

13 MR. CHAPMAN: No objection.

14 THE COURT: So stipulated. Thank you.

15 (Whereupon a document/item was marked in  
16 evidence as Defendant's Exhibit 42.)

17 MR. MARIANI: May I approach the witness.

18 THE COURT: Yes you don't need to continue  
19 asking. I appreciate the courtesy and  
20 professionalism.

21 BY MR. MARIANI:

22 Q. Mr. Basehart let me hand you what's been  
23 marked as Exhibit 52. Ask you to take a moment to  
24 review it and tell us whether you've seen that  
25 document before.

1 A. Okay.

2 Q. This letter is from Mr. Pelham to Osceola  
3 County board of county commissioners; is that right?

4 A. Yes it is.

5 Q. It's dated November 4, 2008, which is nine  
6 months after his prior letter of February 19, 2008.  
7 Is that correct?

8 A. Yes.

9 Q. When you received this letter in November of  
10 2008, what did you understand the Department of  
11 Community Affairs to be communicating?

12 A. Well, the letter recognizes that Osceola  
13 County had initiated a comprehensive plan document to  
14 create the new city overlay district, and that that  
15 the size and intensity of the proposed projects  
16 together with the rural land stewardship mechanism or  
17 zoning district was not consistent with rural land  
18 stewardship approach, and basically said we need to  
19 pursue another route.

20 Q. So by this letter, did you understand  
21 Mr. Pelham to be cementing his position against the  
22 rural land stewardship approach?

23 A. Yes.

24 Q. What is an Urban Land Boundary?

25 A. It's a concept that's used in most municipal

1 and county-wide comprehensive plans and it's  
2 essentially a line that demarks the separation of  
3 areas that have and are expected to have urban  
4 services, versus those that are not expected to.

5 Q. Is it a line that's county-wide, city wide?  
6 Explain that.

7 A. It depends. Yeah, I mean, for instance, in  
8 Wellington we have an urban services line that kind of  
9 separates the equestrian area from the more urbanized  
10 area in the community.

11 Palm Beach County has in their comparative  
12 plan an urban services line that again, separates the  
13 areas that are more rural in character from those that  
14 are more urban in character.

15 Q. Is the phrase Urban Land Boundary in your  
16 view, the same as you are been services line?

17 A. Yes.

18 Q. In 2007, 2008, 2009, did Osceola County have  
19 an Urban Land Boundary line?

20 A. Yes they did.

21 Q. Who draws the line?

22 A. Whatever jurisdiction adopts the plan. In  
23 this case, Osceola County.

24 Q. As run by the county commissioners?

25 A. Yes.

1 Q. In your work on this project and in respect  
2 of your work with the other consultants, did you think  
3 that the urban growth boundary line was an obstacle to  
4 approval?

5 A. No we didn't.

6 Q. Tell the jury why you didn't?

7 A. Because it's aligned -- you know, that can  
8 be changed through an amendment to the comprehensive  
9 plan. All over the state, jurisdictions, counties and  
10 state are moving the line when new development  
11 opportunity presents itself. A lot of times it's an  
12 expansion of the urban services area and then in some  
13 cases even independent urban service areas are  
14 created. There's nothing magic about it.

15 Q. So for example, the Destiny property, was it  
16 the very south end of the joint as we saw. Indeed it  
17 was right on the border of the county line between  
18 Osceola County and Okeechobee county?

19 A. Yes.

20 Q. The Urban Land Boundary line was further  
21 north, closer to Orlando; is that right?

22 A. Right and encompassed the Kissimmee and St.  
23 cloud areas.

24 Q. Is there anything that would preclude a  
25 county from having more than one Urban Land Boundary



1 line?

2 A. No.

3 Q. So for example the example that you gave,  
4 Wellington has a line for services, Palm Beach County  
5 has a line for certain services. Would the same thing  
6 have been done here with respect to the Destiny  
7 project, meaning that a line could have been drawn  
8 starting from the south end of the county, not  
9 necessarily from the north end of the county?

10 MR. CHAPMAN: Objection, Your Honor, calls  
11 for speculation.

12 THE COURT: I'm going to sustain the  
13 objection as phrased.

14 BY MR. MARIANI:

15 Q. Let me do it this way. Did you have  
16 multiple meetings with the county commissioners and  
17 other people at the county to discuss the urban  
18 boundary line -- excuse me, the Urban Land Boundary?

19 A. I don't know that we had any single meeting  
20 specifically for that purpose, but we had a lot of  
21 meetings and that was discussed.

22 Q. Was it discussed in detail?

23 A. Yes.

24 Q. And based on your meetings and discussions  
25 with the officials of Osceola County, what was your

1 understanding whether the Urban Land Boundary line  
2 would prohibit from the Osceola County county's  
3 perspective the development of Destiny?

4 A. The current Urban Land Boundary line or  
5 urban services line would not have been an obstacle.

6 Q. And that's based on your meetings with the  
7 county officials, is that correct?

8 A. That's correct.

9 Q. And why not?

10 A. Because a new urban services area or  
11 Urban Land Boundary could be created or there could be  
12 an extension of an existing one. It's an exercise  
13 that is accomplished through amendment to the  
14 comprehensive plan.

15 Q. Mr. Basehart, based on your experience with  
16 the Destiny project, your years of familiarity with  
17 Anthony Pugliese, and your consulting business and  
18 your government service background, based on all that  
19 experience, how would you grade Anthony Pugliese in  
20 respect of how he fulfilled his management  
21 responsibilities in respect of the Destiny project?

22 MR. CHAPMAN: Objection, Your Honor,  
23 improper opinion testimony.

24 THE COURT: Sustained. Again, that's going  
25 to be a matter for the jury to determine, not a

1 lay witness.

2 BY MR. MARIANI:

3 Q. Can you identify for the jury in acts or  
4 actions taken by Mr. Pugliese that showed that he was  
5 not properly managing the Destiny project?

6 A. In my experience, I saw none.

7 Q. Did you see examples of his activity that  
8 were beneficial to the Destiny project?

9 A. Well, certainly it was his main -- it was  
10 his main activity, his primary activity for all the  
11 time that I was there.

12 Q. Did you ever hear even one of the  
13 consultants that worked on the Destiny project express  
14 any doubt about the approval process eventually being  
15 successful to achieve entitlements?

16 MR. CHAPMAN: Objection, Your Honor, calls  
17 for hearsay.

18 THE COURT: Sustained.

19 Q. Without telling me the substance of -- well,  
20 let me withdraw that.

21 Yesterday you mentioned the Audubon Society  
22 and the Sierra Club. Do you remember that?

23 A. Yes.

24 Q. You gave as you definition of the Sierra  
25 Club. I don't believe you gave as you definition of

1 the Audubon Society. Can you tell us who they are?

2 A. An Audubon Society is an environmentally --  
3 an environmental group much like the Sierra Club that  
4 focuses on protecting and preserving environmentally  
5 significant land and endangered animal species in  
6 whatever area they're in. Of course we're dealing  
7 with the Florida Audubon Society.

8 Q. Did representatives of the Audubon Society  
9 and representatives of the Sierra Club interact and  
10 meet with you and people on the consulting team for  
11 the Destiny project?

12 A. We met with numerous, again NGOs or  
13 nongovernment organizations. I think we identified  
14 some 25 or 30 groups, either local or regional or  
15 state-wide groups that had the objective of protecting  
16 the environment and it was our objective to meet with  
17 all of them.

18 Q. Did you meet with the Audubon Society and  
19 the Sierra Club representatives?

20 A. Yes.

21 Q. On multiple occasions?

22 A. Yes.

23 Q. And with other nongovernmental  
24 organizations, did you meet with their representatives  
25 on multiple occasions?

1 A. Yes.

2 Q. Based upon all those meetings with the  
3 Audubon Society and the Sierra Club and the other  
4 nongovernmental organizations concerned about the  
5 environment --

6 MR. CHAPMAN: Objection, Your Honor, his  
7 testimony would be based on hearsay during those  
8 meetings.

9 THE COURT: I haven't heard the rest of the  
10 question. Finish your question, please.

11 BY MR. MARIANI:

12 Q. Was it your understanding there was going to  
13 be any significant opposition to the Destiny project  
14 from groups like that?

15 MR. CHAPMAN: Objection, Your Honor, the  
16 answer would call for hearsay what was discussed  
17 during the meetings.

18 THE COURT: I agree.

19 BY MR. MARIANI:

20 Q. Do you have an understanding whether any  
21 group that was an environmental group like the Audubon  
22 Society or the Sierra Club had any opposition to the  
23 Destiny project?

24 MR. CHAPMAN: Same objection, Your Honor.

25 THE COURT: Overruled.

1 Q. Did you have an understanding?

2 A. In meeting with representatives from those  
3 groups, it was my opinion that we were making  
4 substantial progress in obtaining their support.

5 MR. CHAPMAN: Same objection, move to  
6 strike. based on his meetings.

7 THE COURT: Overrule. It's just an  
8 observation and that's really all it has  
9 evidentiary value for.

10 MR. MARIANI: May I approach, Your Honor.

11 THE COURT: Sure.

12 (Whereupon counsel for the respective  
13 parties approached the bench and the following  
14 proceedings were had outside the presence of the  
15 jury:)

16 MR. MARIANI: Very respectfully, when  
17 evidence is admitted, they're making objections.  
18 I would ask the Court not to characterize why  
19 it's being allowed in or what the significance of  
20 it is.

21 THE COURT: No, that's not true. There are  
22 limitations to the admissibility of the evidence  
23 that I can put parameters on and the limitation  
24 here is that they are his lay observations only I  
25 think I said words to that effect and should be

1 considered the same.

2 MR. MARIANI: If I may Your Honor people  
3 show up at a meeting to show support. He can  
4 testify about that. I didn't ask him to repeat  
5 anything that was told to him. I was very  
6 careful with my questions and they made the  
7 hearsay objection, which I believe was  
8 inappropriate, because I didn't ask him to  
9 divulge any hearsay.

10 So he can say people showed up, they  
11 supported. He can give that testimony.

12 THE COURT: Potentially the basis could be  
13 that the information was gleaned and determined  
14 through hearsay, out of court statements being  
15 submitted to prove the truth of the matter  
16 asserted.

17 Experts can often use hearsay no form those  
18 opinions of whether the project had legs and  
19 could have been sustained.

20 His lay position, however, is different and  
21 that was the distinction that I was trying to  
22 draw to the jury. Please proceed.

23 (Whereupon the following proceedings were  
24 had within the presence of the jury:).

25 THE COURT: So to clarify I'm asking the

1 jury to consider that last response as his lay  
2 opinion of the meetings and not as an expert  
3 opinion.

4 You may proceed, sir.

5 BY MR. MARIANI:

6 Q. Did you or your fellow consultants receive  
7 anything in writing from the Audubon Society or the  
8 Sierra Club or any nongovernment organization  
9 complaining about or attacking the Destiny project?

10 A. Not that I ever saw.

11 Q. Did the representatives attend meetings did,  
12 they attend for example, the picture that we're not  
13 going to put up anywhere more, about the gathering to  
14 announce the start of the Destiny? Were  
15 representatives from the Audubon Society and Sierra  
16 Club and perhaps other nongovernmental organizations  
17 present at that gathering?

18 A. I remember one in particular, which I think  
19 I pointed out yesterday, the attorney for the Sierra  
20 Club, the state wide attorney was in that picture.

21 Q. And after attending that attorney for the  
22 Sierra Club attending that meeting, did he or anyone  
23 else on behalf of the Sierra Club write a negative  
24 letter about the Destiny project, showing any  
25 opposition to the Destiny project?



1 A. Never saw one.

2 MR. MARIANI: Your Honor, may have a minute.

3 THE COURT: Thank you.

4 MR. MARIANI: Thank you.

5 No more questions at this time, Your Honor.

6 Thank you. Thank you Mr. Basehart.

7 THE COURT: All right. Cross examination,

8 Mr. Chapman.

9 MR. MARIANI: One moment, Your Honor. Let  
10 me give the clerk the exhibits.

11 THE COURT: All right.

12 MR. CHAPMAN: May it please the Court.

13 CROSS EXAMINATION

14 BY MR. CHAPMAN:

15 Q. Morning Mr. Basehart?

16 A. Morning.

17 Q. You stopped working for LCOC in October of  
18 2009, correct?

19 A. Yes.

20 Q. And June 2009, that's the last time you  
21 received any payment for your work related to the  
22 Yeehaw Junction property, correct?

23 A. That's correct.

24 Q. And your salary was approximately \$15,000  
25 per month?

1 A. Something in that neighborhood, yes.

2 Q. You also had a \$35,000 guaranteed bonus  
3 every year, correct?

4 A. Yes.

5 Q. And after you stopped working for LCOC you  
6 were owed approximately 20 to \$25,000?

7 A. If you take the time from when payment  
8 stopped, when salary stopped and when I left, yes.

9 Q. And you were never compensated for the work  
10 you had done between June and October of 2009,  
11 correct?

12 A. No.

13 Q. Anthony Pugliese never paid you that money,  
14 did he?

15 A. He continued to pay me I think from April,  
16 when funding stopped, to June, but not after June.

17 Q. So there was no payments made to you by  
18 Anthony Pugliese after June of 2009, correct?

19 A. Well, with the exception of he continued to  
20 pay for my health insurance.

21 Q. Other than health insurance, Anthony  
22 Pugliese never paid any compensation to you for your  
23 salary for the period of June through October 2009,  
24 the money you just testified that you were owed,  
25 correct?

1 A. From the end of June to October, yes.

2 Q. And you talked to Anthony Pugliese about the  
3 fact that you were owed that money, correct?

4 A. Yes.

5 Q. Anthony Pugliese never told you that he had  
6 LCOC's money set aside to pay you that salary did he?

7 A. Not that I recall.

8 Q. Anthony Pugliese never told you that he had  
9 created companies to bill LCOC did, he?

10 A. Repeat that please.

11 Q. Anthony Pugliese never told you that he had  
12 companies formed and created and those companies  
13 billed LCOC for services that were not provided. He  
14 never told you that, correct?

15 A. I ever knew that.

16 Q. And he never told you that?

17 A. No.

18 Q. Is that correct?

19 A. That's correct.

20 Q. And Anthony Pugliese never told you that he  
21 billed LCOC for services that were actually provided  
22 to his house, correct?

23 A. I was never told that, no.

24 Q. And so Anthony Pugliese never told you that  
25 he had LCOC pay over a hundred thousand dollars for an

1 audio visual system installed in his house, correct?

2 A. No, he never told me that.

3 Q. He never told you that he had LCOC pay for  
4 over a hundred thousand dollars of landscaping for his  
5 house, is that correct?

6 A. That's correct.

7 Q. Now, you knew that Anthony Fred DeLuca I'm  
8 sorry, you flew the Fred DeLuca was accusing Anthony  
9 Pugliese of creating fake companies, right?

10 A. I learned that sometime during the summer of  
11 2009.

12 Q. And in fact you knew that Fred DeLuca and  
13 his company had stopped running the project because  
14 Fred DeLuca was accusing Anthony Pugliese of fraud in  
15 this lawsuit, correct?

16 A. I was aware that funding was discontinued in  
17 April of 2009.

18 Q. And you knew that Fred DeLuca and his  
19 companies stopped funding because he was accusing  
20 Anthony Pugliese of fraud in this lawsuit, correct?

21 A. I knew he had stopped funding. You know, I  
22 later learned that it was for that reason.

23 Q. Because he was accusing Anthony of fraud,  
24 correct?

25 A. That was the accusation, yes.

1 Q. Now, you started working for LCOC in May of  
2 2006 correct?

3 A. Yes.

4 Q. You had no involvement with Land Company of  
5 Osceola County prior to May of 2006, correct?

6 A. As I testified yesterday I did sit in on  
7 meetings. I had no personal involvement with them,  
8 but I did sit in on real estate meetings at the  
9 Pugliese Company, where it was discussed.

10 Q. Other than the real estate meetings that you  
11 sat in, you were not employed, you were not working  
12 for Osceola County prior to May 1st, 2006, correct?

13 A. That's correct.

14 Q. And tongue property was purchased in August  
15 of 2005?

16 A. Yes.

17 Q. And the first time you did any work with  
18 respect to the 27,000 acres in Yeehaw Junction, that  
19 was after the property was purchased, correct?

20 A. Correct.

21 Q. And you understood that the due diligence  
22 period is the period from the time that the contract  
23 for sale is entered prior to the actual purchase of  
24 the property, correct?

25 A. Correct.

1 Q. So the due diligence period is prior to the  
2 property being purchased, correct?

3 A. That's right.

4 Q. And you didn't perform any due diligence on  
5 this property, did you?

6 A. No, I did not.

7 Q. But eventually you learned there was  
8 somewhere around 17,000 acres of wetlands?

9 A. Well, certainly, yes.

10 Q. And that was on the 27,000 acres that were  
11 purchased; is that correct?

12 A. That's correct.

13 Q. And you've never reviewed LCOC's operating  
14 agreement, correct?

15 A. No I haven't.

16 Q. You don't know what the can crawler  
17 obligations are between LCOC, correct?

18 A. No I don't.

19 Q. You don't know what Anthony Pugliese's  
20 obligations were to under that the project, correct?

21 A. No.

22 Q. And you don't know what Fred DeLuca's  
23 obligations and his company were to fund the project?

24 A. No, I don't.

25 Q. Now, you started working for Anthony

1 Pugliese somewhere between 1986 an 1988, correct?

2 A. Yes. Pretty much in I believe 1986.

3 Q. And during that time, prompt the time you  
4 started working with Anthony Pugliese you testified on  
5 direct that you worked on approximately 60 to 70  
6 projects for Anthony Pugliese?

7 A. That would be my guess. I never counted  
8 them, but yes.

9 Q. And you testified that you got paid for  
10 those projects, right?

11 A. Yes.

12 Q. Anthony Pugliese was a big client of yours,  
13 correct?

14 A. Yes.

15 Q. Now, none of those projects that you worked  
16 on with Anthony Pugliese were in Osceola County, were  
17 they?

18 A. No.

19 Q. They were not?

20 A. They were not.

21 Q. And you don't recall working on any projects  
22 with Anthony Pugliese that were outside of the Urban  
23 Land Boundary, correct?

24 A. I can't recall that there were any, no.

25 Q. And the Yeehaw Junction property is the only

1 master planned community that Anthony Pugliese has  
2 ever worked on, to your knowledge, correct?

3 A. Well, he had -- I had worked with him on  
4 several mixed use projects, certainly nothing of that  
5 magnitude.

6 Q. None that were master planned communities,  
7 correct?

8 A. No.

9 Q. Is that correct?

10 A. That's correct.

11 Q. And you testified on direct that after you  
12 started working for LCOC in May of 2006 you continued  
13 to work on other projects for Anthony Pugliese,  
14 correct?

15 A. Yes.

16 Q. And those project had nothing to do with  
17 LCOC, correct?

18 A. That's correct.

19 Q. But at the time LCOC was paying 100 percent  
20 of your salary, correct?

21 A. They were.

22 Q. And your salary was \$190,000 per year,  
23 correct?

24 A. That's correct.

25 Q. I show you trial Exhibit 942.



1 Your Honor, may I approach the witness?

2 THE COURT: Thank you.

3 BY MR. CHAPMAN:

4 Q. Mr. Basehart Exhibit 942 is an email from  
5 Ros Gatewood, correct?

6 A. Yes, it is.

7 Q. And she worked on the project, correct?

8 A. Yes.

9 Q. She reported to Anthony Pugliese?

10 A. Yes.

11 Q. And the email was sent to you?

12 A. Apparently, yes, my name is on it.

13 Q. It was also sent to Anthony Pugliese,  
14 correct?

15 A. Yes.

16 Q. Appear to be an accurate copy of that email?

17 A. I don't --

18 MR. MARIANI: Objection, Your Honor, he  
19 didn't ask the witness if he ever saw this  
20 before.

21 Q. Mr. Basehart you were copied on the email,  
22 correct?

23 A. Yes.

24 Q. Does it appear to be an accurate copy of the  
25 email?

1 THE COURT: You have do have to establish if  
2 he's ever seen it before.

3 Q. Have you ever seen Exhibit 942 before?

4 A. I don't recall seeing it. May have. It was  
5 a few years ago.

6 MR. CHAPMAN: Your Honor, I would offer  
7 Exhibit 942 into evidence at this point.

8 MR. MARIANI: Objection.

9 THE COURT: Grounds.

10 MR. MARIANI: No foundation. This witness  
11 has testified he doesn't recognize the document  
12 or know that he received it.

13 MR. CHAPMAN: That was not the objection.  
14 He said he may have seen it and it's an email  
15 he's copied on.

16 THE COURT: Well, you're going to have is  
17 the establish a better foundation, please.

18 MR. CHAPMAN: Also, Your Honor there was no  
19 objection on the Pugliese parties' list of  
20 objections in the pretrial stipulation to this  
21 exhibit.

22 THE COURT: Okay. If that's accurate, then  
23 I'll reconsider. If there was no objection.

24 MR. MARIANI: We'll withdraw our objection,  
25 Your Honor.

1 THE COURT: So withdrawn. Thank you. You  
2 may proceed Mr. Chapman.

3 MR. MARIANI: May I present it to the jury.

4 THE COURT: Yes it will be admitted without  
5 objection and that's FD942. Thank you.

6 (Whereupon a document/item was marked in  
7 evidence as FD Destiny Exhibit 942.)

8 BY MR. CHAPMAN:

9 Q. You see the email that Ros Gatewood wrote?

10 A. Yes.

11 Q. She states "from what I understand, AVP --  
12 that's Anthony Pugliese, correct?

13 A. That's right.

14 Q. "Made it clear in no uncertain terms in the  
15 meeting with the county and the Latt Maxcy folks that  
16 the terms we would never be a partner with mat lacks  
17 I. End of story."

18 Did I read that correctly?

19 A. That's what it says, yes.

20 Q. You knew that Anthony Pugliese was not going  
21 to work with Latt Maxcy, correct?

22 A. I didn't know that, no. We had joint  
23 meetings. Anthony may not have been in all of them,  
24 but we had a number of meetings with the county and  
25 with Latt Maxcy and you know eventually I know that

1 they faded away. I wasn't part of any partnership owe  
2 joint planning agreements with them. My observation  
3 was they just didn't move forward after a certain  
4 point.

5 THE COURT: You're talking about Latt Maxcy,  
6 for the record.

7 THE WITNESS: Pardon.

8 THE COURT: You're speaking about Latt  
9 Maxcy, for the record.

10 THE WITNESS: Yes, I am, sir.

11 BY MR. CHAPMAN:

12 Q. So it's your testimony that you didn't know  
13 that Anthony Pugliese refused to work with Latt Maxcy,  
14 end of story?

15 MR. MARIANI: Objection, hearsay, Your  
16 Honor.

17 THE COURT: Rephrase the question, please.

18 Q. Were you aware that Anthony Pugliese refused  
19 to work with Latt Maxcy?

20 A. I never heard him say that.

21 Q. Mr. Basehart you've heard of the Rural Land  
22 Stewardship Act.

23 A. Yes.

24 Q. And knew you that LCOC was pursuing  
25 entitlements through the Rural Land Stewardship Act.

1 A. Yes.

2 Q. You've never worked on a project that  
3 obtained entitlements under the land Rural Land  
4 Stewardship Act, correct.

5 A. No.

6 THE COURT: That's not correct or it is  
7 correct.

8 THE WITNESS: It is correct. I had not ever  
9 worked on a rural land stewardship prior to this.

10 THE COURT: Okay thank you for the  
11 clarification.

12 Q. And other than LCOC, you never worked on a  
13 project that was even pursuing entitlements under the  
14 Rural Land Stewardship Act, correct?

15 A. That's correct.

16 Q. And you never gave any opinion as to whether  
17 the project would have been approved under the Rural  
18 Land Stewardship Act, correct?

19 A. You want one now.

20 Q. You never gave an opinion to Anthony  
21 Pugliese during your work whether this project would  
22 have been approved under the Rural Land Stewardship  
23 Act, correct?

24 A. I believed it would have been approved based  
25 on our meetings with the secretary in DCA and we were

1 working toward that objective.

2 Q. Will you never gave any probability to  
3 Anthony Pugliese as to whether the project would have  
4 been approved under the RLSA isn't that correct?

5 A. I never laid odds ON it, no.

6 Q. And Anthony Pugliese never asked you for a  
7 probability as to whether the project would be  
8 approved, correct?

9 A. Not to my knowledge, no.

10 Q. And you never gave any guarantees that the  
11 project would have been approved under any entitlement  
12 process, correct?

13 A. Never -- no, I never gave -- I believe the  
14 project was going to be approved. I never gave odds.

15 Q. And you never gave any guarantees that it  
16 would be approved under any entitlement process,  
17 correct?

18 A. You can never guarantee.

19 Q. Now, you mentioned on direct examination a  
20 meeting with Thaddeus Cohen. Do you recall that?

21 A. Yes.

22 Q. And Mr. Cohen was the former director of the  
23 Department of Community Affairs?

24 A. Yes he was.

25 Q. And your meeting occurred in August of 2006,

1 correct?

2 A. It was around August of 2006, yes.

3 Q. And that was about a year after the  
4 27,000 acres was purchased?

5 A. I guess, yes.

6 Q. And you're familiar with the Rohde property,  
7 right?

8 A. Yes.

9 Q. And the contract with the Rohde property  
10 wasn't even signed until September of 2006, correct?

11 A. That's my understanding, yes.

12 Q. And that was after your meeting with  
13 Mr. Cohen?

14 A. Yes.

15 Q. And during your meeting with Mr. Cohen, you  
16 don't recall if there was any discussion as to the  
17 number of units that the Yeehaw Junction property was  
18 seeking, correct?

19 A. I think there was some general discussion.  
20 I don't think any specific number was given.

21 Q. And you don't know whether Thaddeus Cohen  
22 was aware of the scope of the entitlement that's LCOC  
23 was seeking, correct?

24 A. I can't speak for him, no. I'm not aware.

25 Q. And you don't recall the level of detail

1 that was discussed during that meeting, correct?

2 A. I think some graphics were shown to him and  
3 there was some considerable discussion, but I mean I  
4 don't remember all the details. That was a long time  
5 ago.

6 Q. Right so you don't remember the detail of  
7 the discussion that occurred during your meeting with  
8 Thaddeus Cohen, correct?

9 A. No.

10 Q. Is that correct?

11 A. That's correct.

12 Q. You don't have any notes or memoranda  
13 summarizing that meeting, do you?

14 A. No.

15 Q. Now, on direct examination and then again  
16 this morning you mentioned some letters from the  
17 Department of Community Affairs regarding the Rural  
18 Land Stewardship Act, do you recall those letters?

19 A. Yes.

20 Q. I'd actually like to go through some of  
21 those lets in chronological order. Can I please have  
22 Exhibit 951.

23 THE COURT: If it's going to be on the  
24 screen, I have it. Thank you.

25 Q. Exhibit 951 is dated January 22nd, 2007,



1 correct?

2 A. That's correct.

3 Q. And it's from secretary Tom Pelham?

4 A. Yes.

5 Q. And he's with the Department of Community  
6 Affairs --

7 A. No, actually this is actually from  
8 Mr. Shipley.

9 Q. I apologize. Exhibit 951 is from  
10 Mr. Shipley, the Osceola County commissioner, correct.

11 A. That's correct.

12 Q. And it's addressed from the secretary Tom  
13 Pelham?

14 A. Yes, it is.

15 Q. And it's dated January 22nd, 2007?

16 A. Yes.

17 Q. And the subject line is "proposed Destiny  
18 rural land stewardship area?"

19 A. Yes.

20 Q. An it's signed by the chairman of the  
21 Osceola board?

22 A. Yes.

23 MR. CHAPMAN: Your Honor, I'd offer  
24 Exhibit 951 into evidence. There was no  
25 objection raised in the pretrial stip.

1 MR. MARIANI: No objection, Your Honor.

2 THE COURT: So stipulated. Thank you.

3 (Whereupon a document/item was marked in  
4 evidence as FD Destiny Exhibit 951.)

5 Q. Mr. Basehart, take a look at the second  
6 paragraph, bottom line. Read along with me. "Our era  
7 based amendments incorporate an Urban Land Boundary  
8 designed to achieve a compact urbanized area capable  
9 of accommodating the county's urban population,  
10 including the populations of the cities of Kissimmee  
11 and St. Cloud up to the year 2025". Did I read the  
12 correctly?

13 A. Yes.

14 Q. And you said the Urban Land Boundary is the  
15 boundary line dividing rural areas from urban  
16 development?

17 A. Yes.

18 Q. And according to the county, the Osceola  
19 County's existing Urban Land Boundary was sufficient  
20 to accommodate the county's population demand through  
21 the year 2025, correct?

22 A. The projected demand, yes.

23 Q. The projected demand was projected to be  
24 accommodated within the Urban Land Boundary through  
25 2025, correct?

1 A. That's what he said, yes.

2 Q. And the Yeehaw Junction property is outside  
3 the Urban Land Boundary, correct?

4 A. Yes.

5 Q. And you mentioned on direct examination that  
6 the Urban Land Boundary may be moved, correct?

7 A. Yes.

8 Q. And that would have to be through a  
9 comprehensive plan amendment, correct?

10 A. Yes it would.

11 Q. And that comprehensive plan amendment would  
12 have to be submitted to the Department of Community  
13 Affairs, correct?

14 A. That's correct.

15 Q. And the Department of Community Affairs  
16 would have to approve moving the urban services line,  
17 correct?

18 A. Basically, yes.

19 Q. And that never happened in this case, did  
20 it?

21 A. No, the applications were not sent to the  
22 DCA. The applications hadn't been made yet when the  
23 project ceased to be funded.

24 Q. And the Urban Land Boundary, urban services  
25 line was never moved, correct?

1 A. No.

2 Q. Is that correct?

3 A. That's correct.

4 Q. And when this property was purchased in 2005  
5 the county zoning permitted one unit per five acres on  
6 the 27,000 acres; is that correct?

7 A. That's correct.

8 Q. And that amounts to a little over 5,000  
9 units on the 27,000 acres?

10 A. Yes.

11 Q. And that was known when it was purchased,  
12 right?

13 A. Yes it was known.

14 Q. And the Rohde property was also zoned for  
15 approximately or it was zoned for one unit per  
16 5,000 acres, correct?

17 A. That's also correct.

18 Q. And that was also known when the option  
19 contract for the Rohde property was entered into?

20 A. That's correct.

21 Q. Brought it was Anthony Pugliese's plan to  
22 put 80,000 units on this property?

23 A. That's correct.

24 Q. And back to Exhibit 951, the second  
25 paragraph. First sentence. "We recognize that

1 successfully planning the county's future also  
2 requires a longer term vision so as a comp men tear  
3 strategy to the UGB -- that's the Urban Land Boundary,  
4 correct?

5 A. Yes.

6 Q. The era based amendments include urban  
7 growth policies for accommodating populations beyond  
8 that for 2025 ." Did I read that correctly?

9 A. Yes.

10 Q. So the proposed RLSA was to accommodate  
11 population demand beyond 2025, correct?

12 A. Correct.

13 Q. And that's because the Urban Land Boundary  
14 would have accommodated a population through 2025,  
15 correct?

16 A. Few projection, yes.

17 Q. Can I have Exhibit 952, please.

18 MR. CHAPMAN: Your Honor, may I approach.

19 THE COURT: Thank you.

20 Q. Exhibit 952 is dated January 22nd, 2007. Do  
21 you say that?

22 A. Yes.

23 Q. And it's another letter from Osceola County?

24 A. Yes, it is.

25 Q. And it's directed to the secretary, Tom

1 Pelham isn't it?

2 A. Yes, it is.

3 Q. And the subject is proposed Latt Maxcy rural  
4 land stewardship area?

5 A. Yes, I do.

6 Q. And this is dated the same date as the prior  
7 exhibit we saw?

8 A. Yes.

9 Q. And again it's signed by Osceola County?

10 A. Yes, it is.

11 MR. CHAPMAN: Your Honor, I'd offer  
12 Exhibit 952 into evidence.

13 MR. MARIANI: No objection.

14 THE COURT: So stipulated. Thank you.

15 Q. You knew that Latt Maxcy was also proposing  
16 a rural land stewardship area at the same time that --

17 A. Yes I do.

18 Q. And it sold approximately 27,000 acres to  
19 LCOC and retained additional property, correct.

20 A. That's correct.

21 Q. And that additional property it retained was  
22 approximately 55,000 areas?

23 A. That's my understanding, yes.

24 Q. So that 55,000 acres was not part of the  
25 sale to LCOC, it was not part of the 27,000 acres,

1 correct?

2 A. That's correct.

3 Q. According to Exhibit 952, Osceola County was  
4 actually applying to the Department of Community  
5 Affairs for an RLSA for the remaining Latt Maxcy  
6 portion of the property, correct?

7 A. That's right.

8 Q. And you were aware that the county was  
9 applying for an RLSA for Latt Maxcy's property at the  
10 same time as it was applying for an RLSA for LCOC's  
11 property, correct?

12 A. Yes.

13 MR. CHAPMAN: Can you put Pugliese's  
14 Exhibit 34 which was previously admitted.

15 THE COURT: Let me know when it's a good  
16 time to take our morning break.

17 MR. CHAPMAN: We can take our break now,  
18 Judge.

19 THE COURT: Why don't we go ahead and break  
20 for the morning please. Just again a five minute  
21 convenience break, folks. Please don't talk  
22 about the case with anyone. Don't allow anybody  
23 to speak with you about it. Please don't do any  
24 research on your own through electronic or  
25 nowhere traditional means as to any of the people

1 involved any of the issues involved any of the  
2 terms that have been utilized and please do not  
3 send or accept messages regarding in any fashion  
4 your jury service or any of the issues that are  
5 relative to the case.

6 Again thank you for your continued service  
7 add sacrifice. Thank you for your courtroom  
8 personnel. We'll see you back in about five  
9 minutes. We'll be in recess. Thank you.

10 (Whereupon a recess was taken.)

11 THE COURT: Okay. Summon the jury please.

12 MR. HUTCHISON: Can we put those boards  
13 down.

14 MR. CHAPMAN: Can we lay them down during my  
15 cross examination please.

16 MR. MARIANI: Is there a problem there with  
17 those boards?

18 MR. GARY: We're trying to save time for the  
19 next witness. We'll have to stop an set up  
20 again.

21 THE COURT: I don't have a problem.

22 MR. GARY: Thank you, Your Honor.

23 THE BAILIFF: Jury entering.

24 (Whereupon the jury entered the courtroom  
25 and the following proceedings were had:).



1           Thank you again ladies and gentlemen. Thank  
2 you for your continued service and sacrifice. We'll  
3 continue with the cross examination of Mr. Basehart.  
4 Mr. Chapman whenever you're ready, please.

5           MR. CHAPMAN: May I approach, Your Honor.

6           THE COURT: Thank you.

7 BY MR. CHAPMAN:

8           Q. Mr. Basehart this is Exhibit 34 that you  
9 discussed on your direct examination, correct?

10          A. Yes.

11          Q. It's dated May 7, 2007, correct?

12          A. That's correct.

13          Q. It's from the Department of Community  
14 Affairs?

15          A. Yes.

16          Q. Addressed to Ken Shipley, Osceola County  
17 board of county commissioners correct?

18          A. That's correct.

19          Q. And the subject line is notice of  
20 authorization to initiate the process to designate a  
21 rural land stewardship area do you say that?

22          A. Yes.

23          Q. Take a look at the first paragraph, first  
24 sentence. "the department has completed an evaluation  
25 of the proposed rural land stewardship area, RLSA for

1 Destiny and Latt Maxcy in the Yeehaw Junction area as  
2 described in your two January 22nd, 2007 letters of  
3 notification. Did I read that correctly?

4 A. Yes.

5 Q. An those are the two lets we just reviewed,  
6 correct?

7 A. Yes.

8 Q. Then if you go further down in that same  
9 paragraph, I believe it's the fourth sentence, in  
10 their discussions with the department, representatives  
11 of both Destiny and Latt Maxcy expressed an interest  
12 in developing a new town on their property ." Did I  
13 read that correctly?

14 A. Yes you did.

15 Q. So according to the Department of Community  
16 Affairs, are both LCOC and Latt Maxcy wanted to build  
17 new towns on their properties, correct?

18 A. That's correct.

19 Q. And you knew that?

20 A. Yes.

21 Q. And Anthony Pugliese knew that?

22 A. Yes.

23 Q. Then in the next paragraph the department  
24 writes: "Based on its evaluation the department  
25 believes that the adjacent Destiny and Latt Maxcy

1 properties may present an opportunity to further the  
2 principles of rural sustainability as set forth in  
3 section 163.3177 (11D2, if they are designated and  
4 planned as a single RLSA."

5 Did I read that correctly?

6 A. Yes.

7 Q. Then the letter goes on to say: "Regarding  
8 the two property owners' expressed interest in the  
9 possibility of developing a sizable new town, the  
10 department believes that possibly one knew town, but  
11 not more can be developed on the two properties  
12 consistent with the principles of the RLSA program and  
13 other provisions of chapter 163, part two, Florida  
14 statutes."

15 Did I read that correctly?

16 A. Yes, you did.

17 Q. Then the last sentence of that paragraph:  
18 "Therefore, the two properties need to be planned  
19 together and the property owners must work  
20 cooperatively in the creation and implementation of an  
21 RLSA so that a proposed development can be  
22 appropriately located to achieve the principles of the  
23 RLSA program."

24 Did I read that correctly?

25 A. Yes.

1 Q. And you knew that the DCA required that both  
2 Latt Maxcy and the Destiny property worked together on  
3 the RLSA, correct?

4 A. That was what they were saying, yes.

5 Q. And that's what they were saying in the  
6 notice of authorization that you discussed with  
7 Mr. Mariani on direct examination, correct?

8 A. Yes.

9 Q. Can I have Exhibit 409, please. Your Honor,  
10 may I approach the witness?

11 THE COURT: Thank you.

12 Q. Exhibit 409 is from the Department of  
13 Community Affairs?

14 A. Yes.

15 Q. And it's to chairman Shipley of ox, correct?

16 A. Yes.

17 Q. And it's dated July 23rd, 2007, correct?

18 A. That's correct.

19 Q. And you've seen this document before,  
20 correct?

21 A. Yes.

22 MR. CHAPMAN: Your Honor, I'd offer  
23 Exhibit 409 into evidence.

24 MR. MARIANI: No objection, Your Honor.

25 THE COURT: So stipulated. Thank you.

1           (Whereupon a document/item was marked in  
2           evidence as FD Destiny Exhibit 409.)

3           Q.    Mr. Basehart please look at the first  
4           paragraph, first sentence.  "Previously, in our  
5           May 7th, 2007 notice of authorization" -- that's the  
6           let we just reviewed, correct?

7           A.    Yes.

8           Q.    "The department notified you that it was  
9           authorizing the county to proceed with the process to  
10          designate the Destiny and Latt Maxcy properties as a  
11          single rural land stewardship area, rules.  Although  
12          we had misgivings about the scope of development being  
13          proposed by the two land owners, particularly for the  
14          Destiny property, we thought that the purposes and  
15          intent of the RLSA statute might possibly be achieved  
16          by combining the two properties into one RLSA."

17          Did I read that correctly?

18          A.    Yes, you did.

19          Q.    You were wear the Department of Community  
20          Affairs had misgivings with regard to the scope of the  
21          Yeehaw Junction property, correct?

22          A.    That was expressed in this letter, yes, and  
23          in previous letters, yes.

24          Q.    You knew that, correct?

25          A.    Yes.

1 Q. And you knew that as of July 23rd, 2007,  
2 correct?

3 A. That's correct.

4 Q. And the misgivings that the Department of  
5 Community Affairs had were that they thought the  
6 project was too intense for the rural land stewardship  
7 program, correct?

8 A. Yes.

9 Q. And Anthony Pugliese was also aware of that  
10 in July of 2007, correct?

11 A. I can't put words in his mouth, but I  
12 presume he was, yes.

13 Q. He was the manager of the project, correct?

14 A. Yes.

15 Q. I was in charge of getting the entitlements  
16 for the project?

17 A. Yes.

18 Q. Then the second paragraph of Exhibit 409,  
19 first sentence: "the department has received  
20 information which indicates that the Destiny land  
21 owner may not be amenable to this approach and that  
22 apparently the two land owners are not coordinating  
23 and cooperating with each other."

24 Did I read that correctly?

25 A. Yes.

1 Q. Then it goes on: "In a recent meeting with  
2 department staff, Destiny representatives indicated  
3 their intent to pursue development approval for a new  
4 city solely on the different property. Did I read  
5 that correctly?

6 A. Yes.

7 Q. Then it goes on: "However the conceptual  
8 plan discussed with the department for the proposed  
9 new city of Destiny would not be consistent with RLSA  
10 statutory purposes an intent, which include the  
11 maintenance of rural character, the viability of the  
12 agricultural continue my and the control of urban  
13 structural. Did I read that correctly?

14 A. Yes.

15 Q. Then it goes on: "Further the RLSA is not  
16 designed for or intended as a vehicle for obtaining  
17 higher density/intensity for specific development  
18 projects conceived outside of the RLSA process."

19 Did I read that correctly?

20 A. Yes.

21 Q. You knew that the Department of Community  
22 Affairs felt that the RLSA was not intended as the  
23 vehicle for obtaining higher density/intensity for  
24 development projects, correct?

25 A. Yes.

1 Q. On the next page of Exhibit 409. First  
2 paragraph, first sentence?

3 MR. MARIANI: 399.

4 MR. CHAPMAN: Same exhibit, 409.

5 Q. Accordingly as part of its stat tire  
6 technical assistance program, the department is  
7 advising the county that it will not authorize  
8 designation of the Destiny property alone as an RLSA.  
9 "Do you say that?

10 A. Yes.

11 Q. Did I read it correctly?

12 A. Yes, you did.

13 Q. And you knew that as of July of 2007?

14 A. Yes.

15 Q. And Anthony Pugliese knew that as of  
16 July 2007, correct?

17 A. Yes.

18 MR. CHAPMAN: May I approach, Your Honor.

19 THE COURT: Yes.

20 BY MR. CHAPMAN:

21 Q. Mr. Basehart I just handed you Pugliese  
22 parties' Exhibit 42, which was discussed with  
23 Mr. Mariani. Again this letter is from the Department  
24 of Community Affairs, correct?

25 A. Yes.



1 Q. And it's dated February 19th, 2008?

2 A. Yes.

3 Q. And this letter is directed specifically to  
4 Anthony Pugliese, correct?

5 A. Yes, it is.

6 Q. And the reline says "proposed Destiny  
7 project, Osceola County, Florida, correct?

8 A. Yes.

9 Q. And in the second paragraph the Department  
10 of Community Affairs tells Mr. Pugliese, "in several  
11 meetings which I have attended, your representatives  
12 have described Destiny as a new city of 100,000  
13 residential units and a population of about 250,000  
14 people. A city of this size would be larger than the  
15 present city of Orlando. Excluding the consolidated  
16 city of Jacksonville only three Florida Cities -- St.  
17 Petersburg, Tampa and Miami, are presently larger than  
18 the proposed city of Destiny. Approval of a new city  
19 of this size would be unprecedented in the Florida  
20 growth management an."

21 Did I read that correctly?

22 A. Yes.

23 Q. In the third paragraph, the Department of  
24 Community Affairs writes to Anthony Pugliese: "As I  
25 have indicated in several meetings with you or your

1 representatives, the proposed city of Destiny, as it  
2 has been described to us, does not appear to be an  
3 appropriate rural land stewardship area project. For  
4 this reason, I suggested that you may have a better  
5 chance of getting more of what you want under a  
6 conventional comprehensive plan amendment rather than  
7 the rural land stewardship area program. However, I  
8 also stated that it is not easy to obtain approval of  
9 projects of this magnitude and that there are no  
10 guarantees of what will be approved under any process.  
11 Further I informed you that under any entitlement  
12 process available to you, there will be some difficult  
13 irons, including the issue of the demonstration of  
14 need, which will have to be addressed."

15 Did I read that correctly?

16 A. Yes.

17 Q. And you knew that as of February 2008,  
18 correct?

19 A. Yes.

20 Q. An you're aware Mr. Basehart that eventually  
21 the Department of Community Affairs revoked the  
22 authorization to proceed under the Rural Land  
23 Stewardship Act, correct?

24 A. Yes I am.

25 Q. Now, later Land Company of Osceola County

1 sought entitlements under a new city overlay correct?

2 A. Yes.

3 Q. And a new city overlay is a zoning  
4 designation, correct?

5 A. Yes.

6 Q. And it was submitted to do Department of  
7 Community Affairs, correct?

8 A. Yes.

9 Q. The new city overlay did not apply to any  
10 individual land owner, correct?

11 A. No, it was a text amendment to the comp plan  
12 and the zoning code. It did not -- it was not site  
13 specific.

14 Q. It covered over 500,000 acres, correct?

15 A. Correct.

16 Q. Not specific to LCOC's property?

17 A. LCOC's property was in the potential new  
18 city overlay area.

19 Q. But it was not, the new city overlay area  
20 was not specific only to that property, correct?

21 A. That's correct.

22 Q. And both Latt Maxcy and LCOC could have  
23 applied for entitlements under the new city overlay,  
24 correct?

25 A. Yes.

1 Q. And you know the department of community  
2 affairs issued objections to the new city overlay,  
3 correct?

4 A. They did, yes.

5 Q. And you mentioned on direct examination that  
6 you attended some meetings after the ORC came out with  
7 the county, correct?

8 A. Yes.

9 Q. But you were not part of the negotiations of  
10 the objections by the Department of Community Affairs,  
11 correct?

12 A. I don't understand.

13 Q. You, Mr. Basehart were not part of the  
14 negotiations over the objections issued by the  
15 Department of Community Affairs, correct?

16 A. I did not personally negotiate any of the  
17 issues with the State, no.

18 Q. And you have no opinion whether a  
19 comprehensive plan could have -- I'm sorry, you have  
20 no opinion whether a compromise could have been  
21 reached between LCOC and the Department of Community  
22 Affairs regarding the new city overlay, correct?

23 A. No, I have an opinion.

24 MR. CHAPMAN: May I approach the witness.

25 THE COURT: Thank you.

1 Q. Mr. Lays heart you gave a deposition in this  
2 case, correct?

3 A. Yes.

4 Q. And I took that deposition?

5 A. Yes you did.

6 Q. A court reporter was there?

7 A. Yes.

8 Q. And you were under oath?

9 A. Yes.

10 Q. Mr. Pugliese's attorneys were there?

11 A. Yes.

12 Q. Turn to page 233 of your deposition, please.

13 Line 20.

14 "Q: So you have no opinion as to whether it  
15 was unlikely that a compromise would be reached  
16 with the Department of Community Affairs with  
17 respect to the ORC report that was issued by the  
18 Department of Community Affairs for the NCO.

19 "A: That's correct."

20 Did I read that correctly?

21 A. I'm just getting to it.

22 Q. Please let me know had you get there?

23 A. I'm on page 231.

24 Q. Page 233?

25 A. Okay, 233. Okay.

1 Q. Line 20.

2 "Q: You have no opinion whether it was  
3 unlikely that a compromise would be reached with  
4 the Department of Community Affairs with respect  
5 to the ORC report that was issued by the  
6 Department of Community Affairs.

7 "A: For the NCO, that's correct."

8 Did I read that correctly?

9 A. Yes you did.

10 Q. Now, the new city overlay, that was  
11 submitted by the county to the Department of Community  
12 Affairs, correct?

13 A. Yes.

14 Q. And ultimately, whether to proceed with the  
15 new city overlay was Osceola County's decision,  
16 correct?

17 A. That's correct.

18 Q. It was LCOC's decision whether the to  
19 proceed with the new city overlay, correct?

20 A. It was a new application.

21 Q. So therefore it was not LCOC's decision  
22 about the proceed with the new city overlay, correct?

23 A. That's correct.

24 Q. And it was Latt Maxcy's decision whether the  
25 to proceed with the new city overlay, correct?

1 A. That's correct.

2 Q. And after the report comes out responses are  
3 due and it's up to the county whether they want the  
4 respond, correct?

5 A. That's correct.

6 Q. And the county never responded to the ORC  
7 report did they?

8 A. No they did not.

9 Q. Now, there was some discussion of the Rohde  
10 property on direct examination. You didn't perform  
11 any analysis of a additional time it would have taken  
12 to get entitlements as a result of the Rohde property,  
13 correct?

14 A. I'm not sure I understand the question.

15 Q. You did not perform any analysis of any  
16 additional time it would have taken to get  
17 entitlements as a result of the addition of the Rohde  
18 property, correct?

19 A. I did not believe that adding the Rohde  
20 property would have added to the time necessary to  
21 process the applications. I did no analysis of that  
22 no.

23 Q. And you didn't perform any analysis of any  
24 additional costs that would have been incurred as a  
25 result of the addition of the Rohde property, correct?

1 A. No.

2 Q. Is that correct?

3 A. That's correct.

4 Q. And to be clear, you don't believe that any  
5 additional time would be added to the project as a  
6 result of the addition of the Rohde property?

7 A. Pursuing the program that was going to be  
8 used, no, I don't think there would have been any  
9 additional time.

10 Q. So by adding the Rohde property to the  
11 27,000 acres, you didn't believe that that would  
12 increase the timeframe that would it get to get  
13 entitlements for the property?

14 A. If it was all submitted as a single  
15 application, no, I don't think it would have changed  
16 the timeframe.

17 Q. Do you recall ever seeing any analysis of  
18 the any additional costs that would have been incurred  
19 as a result of adding the Rohde property?

20 A. I don't recall having seen that, no.

21 Q. And you recall any discussions regarding any  
22 additional costs that may have been incurred as a  
23 result of entering the Rohde contract?

24 A. No.

25 Q. And you don't have any estimate today of any



1 additional costs that may be incurred as a result of  
2 adding the Rohde contract, correct?

3 A. No, I don't.

4 Q. You're not aware of the purchase price of  
5 the Rohde contract?

6 A. I'm in the aware of it, no.

7 Q. 84 not aware it was \$30,000 per acre?

8 A. I did not know that.

9 Q. You did not know it would cost over  
10 \$400 million to purchase that property?

11 A. Did not.

12 Q. And you didn't have any discussions with  
13 Anthony Pugliese or anybody else regarding how the  
14 purchase of the Rohde property was going to be funded,  
15 did you?

16 A. No. It wasn't my area.

17 Q. Now, you're familiar with studies that look  
18 at the likelihood of getting entitlements on a piece  
19 of property, correct?

20 A. Yes.

21 Q. Basically what that study shows is the  
22 chances of getting the desired entitlements on a piece  
23 of property, correct?

24 A. That's correct.

25 Q. And you performed those studies before,

1 correct?

2 A. Yes.

3 Q. You performed those studies before in the  
4 due diligence period prior to purchasing a piece of  
5 property, correct?

6 A. Sometimes during the due diligence period.

7 Q. But you didn't prepare any study regarding  
8 the chances of getting entitlements for LCOC, correct?

9 A. No.

10 Q. Is that correct?

11 A. That's correct.

12 Q. And you're not aware of any commitments from  
13 any companies to bring jobs to the Yeehaw Junction  
14 property, correct?

15 A. I knew that was more Ros Gatewood and  
16 Craig's issues, but I know there were numerous  
17 companies interested.

18 Q. My question was you're not aware of any  
19 commitments from any companies to bring jobs to the  
20 Yeehaw Junction property, correct?

21 A. Correct. I don't think commitments can be  
22 made until an approval is secured.

23 Q. And approval was never secured in this case,  
24 was it?

25 A. No.

1 Q. Now, to obtain entitlements for this  
2 project, Osceola County would have to amend it's  
3 comprehensive plan, correct?

4 A. Yes.

5 Q. And that was not done as of June 2009?

6 A. No.

7 Q. No, it was not done?

8 A. It was not done.

9 Q. To obtain the requested entitlements,  
10 Osceola County would have had to change it's future  
11 land use designations, correct?

12 A. Yes.

13 Q. And that was not done as of June 2009?

14 A. No that was all going to be part of the  
15 application package.

16 Q. And it was not done as of June 2009?

17 A. No.

18 Q. And to obtain entitlements, LCOC would have  
19 had to submit a development of regional impact,  
20 correct?

21 A. Yes.

22 Q. And the reason highway a development of  
23 regional impact is required is because of the size and  
24 scope of this project, correct?

25 A. That's correct.

1 Q. And a development of regional impact would  
2 have required submission of a marketing study,  
3 correct?

4 A. Yes.

5 Q. And a marketing study was not completed for  
6 this project as of June 2009, correct?

7 A. It was being worked on, but it was not  
8 completed.

9 Q. It was not completed as of June 2009,  
10 correct?

11 A. Not to my knowledge.

12 Q. And a development of regional impact also  
13 requires a financial feasibility study, correct?

14 A. Yes.

15 Q. Essentially that looks at the profitability  
16 of the project and how it was going to be funded,  
17 correct?

18 A. That's correct.

19 Q. And a financial feasibility study was not  
20 completed as of June 2000 thin to be part of the DRI  
21 submission, correct?

22 A. It was underway it wasn't completed to my  
23 knowledge.

24 Q. And the development of regional impact was  
25 not even applied for as of June 2009?

1           A.     That's correct, the intent was to apply  
2 around the end of the year in 2009.

3           Q.     But that was not done as of June 2009,  
4 correct?

5           A.     That's correct.

6           Q.     And in fact, you never worked on a project  
7 with Anthony Pugliese that even required a development  
8 of regional impact, correct?

9           A.     I worked on DRI projects, but not with  
10 Anthony, no.

11          Q.     Never with Anthony Pugliese,?

12          A.     Not before this, no.

13          Q.     And the project would have also required  
14 environmental permitting, correct?

15          A.     Yes.

16          Q.     U.S. Army Corps of Engineers would have to  
17 issue permits, correct?

18          A.     Yes.

19          Q.     And U.S. fish and wildlife would have had to  
20 issue permits, correct?

21          A.     Correct.

22          Q.     And the environmental protection agency  
23 would have had to issue permits, correct?

24          A.     Correct.

25          Q.     And the Florida department of environmental

1 protection would have had issue permits, correct?

2 A. Correct.

3 Q. And the Florida fish and game would have had  
4 to issue permits, correct?

5 A. Yes.

6 Q. The St. Jones river water management  
7 district they would have well to issue permits,  
8 correct?

9 A. Yes.

10 Q. And the Department of Transportation, they  
11 would have had to issue permits for this project,  
12 correct?

13 A. Yes.

14 Q. And not one of those agencies that we just  
15 discussed authorized any permits for this project,  
16 correct?

17 A. Permits aren't applied for till after the  
18 DRI.

19 Q. So therefore?

20 MR. MARIANI: Let the witness continue the  
21 answer please, Your Honor.

22 THE COURT: Have you finished your answer,  
23 sir.

24 THE WITNESS: Typically permit applications  
25 are made after the entitlements for a project are

1       secured, although in the case of the Destiny  
2       project, our environmental consultants were  
3       working with so some of the environmental  
4       agencies to potentially secure permits before the  
5       entitlement or having them ready to be issued as  
6       soon as the entitlement was granted.

7       Q.     So the project was working in obtaining  
8 these entitlements, correct?

9       A.     Yes.

10      Q.     And those entitlements -- I'm sorry, an  
11 those permits were never issued, correct?

12      A.     That's correct.

13      Q.     Now, prior to building any act tell home on  
14 this property infrastructure would have had to be put  
15 into the project, correct?

16      A.     Correct.

17      Q.     And that infrastructure would include water,  
18 sewer plants, correct?

19      A.     Yes.

20      Q.     Drainage, roads, correct?

21      A.     Correct.

22      Q.     Cable, telephones, electric, correct?

23      A.     Correct.

24      Q.     And to build this infrastructure you would  
25 have had to obtain permits, correct?

1 A. Yes.

2 Q. And those permits weren't obtained as of  
3 June 2009, correct?

4 A. That's correct.

5 Q. Now, on direct examination you mentioned  
6 that the Department of Community Affairs was replaced  
7 I believe you said in 2011, correct?

8 A. Yes.

9 Q. There and there's a new agency.

10 A. Yes.

11 Q. Even though the Department of Community  
12 Affairs was replaced the project still would have  
13 needed to obtain approval and permits from state and  
14 federal agencies, for example the U.S. Army Corps of  
15 Engineers, correct?

16 A. Yes.

17 Q. And the project would have had to obtain  
18 approvals from the U.S. fish and wild live, correct?

19 A. Yes.

20 Q. And I'm talking in 2011 after the DCA was  
21 replaced?

22 A. Yes.

23 Q. And the project would have also had to  
24 obtain permits and approvals from the EPA, correct?

25 A. Yes.



1 Q. And you would have also had to be obtain  
2 approvals and permits from the Florida department of  
3 environmental protection?

4 A. Yes.

5 Q. And the same for the Florida fish and game  
6 commission?

7 A. Correct.

8 Q. And the same for the St. John's water  
9 management district?

10 A. Correct.

11 Q. And it would have required permits and  
12 approvals from the Department of Transportation,  
13 correct?

14 A. Correct.

15 Q. And you knew that?

16 A. Yes.

17 Q. And Anthony Pugliese knew that?

18 A. Yes.

19 Q. Now, the prior work that you did with  
20 Anthony Pugliese, the largest project that you ever  
21 worked on with Anthony Pugliese was a Wal-Mart sent,  
22 correct?

23 A. Well, it was kind of a mixed use project  
24 that included a Wal-Mart and an office park and a self  
25 storage facility, yes.

1 Q. And the project was close to a hundred  
2 acres?

3 A. Yes.

4 Q. Had no residential come onto to it at all,  
5 correct?

6 A. No.

7 Q. It did not?

8 A. It did not.

9 Q. And that project was within Palm Beach  
10 County urban services line, correct?

11 A. Yes.

12 Q. Didn't require development of regional  
13 impact?

14 A. That's correct.

15 Q. And the largest project you ever worked on  
16 with Anthony Pugliese, correct?

17 A. I believe so, yes.

18 Q. And the next large project you ever worked  
19 on with Anthony Pugliese was referred to as a regional  
20 cinema complex. You recall that?

21 A. Yes.

22 Q. And the regional cinema complex --

23 A. It wasn't regional it was regal.

24 Q. I'm sorry, regal cinema complex. The regal  
25 cinema complex was less than a hundred acres?

1 A. Yes.

2 Q. And had had no residential component to it,  
3 correct?

4 A. That's correct.

5 Q. And that was within Palm Beach County  
6 existing urban services line?

7 A. Yes.

8 Q. And that project did not require a  
9 development of regional impact, did it?

10 A. No.

11 Q. No it did not?

12 A. No it did not.

13 Q. Now, you were shown some maps on direct  
14 examination. Do you remember that?

15 A. Yes.

16 Q. And that depicted some energy park and  
17 Velocita?

18 A. Velocita, yes.

19 Q. Do obtain any of those things that were  
20 listed on that map, you would have had to have first  
21 had entitlements, correct?

22 A. Would have first had what.

23 Q. Obtain entitlements?

24 A. Yes.

25 Q. And you would have had to bring power to the

1 property, correct?

2 A. Yes.

3 Q. You would have had to obtain permits?

4 A. Yes.

5 Q. You would have had to obtain sewer, water,  
6 roads, correct?

7 A. Yes.

8 Q. You would have had to obtain contracts with  
9 builders?

10 A. Yes.

11 Q. The map that we reviewed with the specific  
12 locations it was assumed all of that was done,  
13 correct?

14 A. Well, that was a master plan, yes.

15 Q. And to achieve that master plan all those  
16 things we just discussed would have had to be done?

17 A. By somebody, yes.

18 Q. None of that was done, correct?

19 A. No.

20 Q. Is that correct?

21 A. That's correct.

22 Q. You mentioned some commercial space on the  
23 property. That was only 31 acres of the whole 27,000  
24 plus acres?

25 A. Yes.

1 Q. You were shown another map that just  
2 depicted the 27,000-acre property and depicted some  
3 hotels and some missed use family and some homes.  
4 None of those homes were ever built, correct?

5 A. That's correct.

6 MR. CHAPMAN: May I approach, Your Honor.

7 THE COURT: Yes, sir, thank you.

8 BY MR. CHAPMAN:

9 Q. Mr. Basehart let me show you the Pugliese  
10 parties Exhibit 125.

11 A. Okay.

12 Q. That was a map that counsel showed you on  
13 direct examination, correct?

14 A. That's correct.

15 Q. Down in the left-hand corner there's a note.  
16 Do you say that?

17 A. I can't read it, but I can see it, yes.

18 Q. That note says "it is subject to substantial  
19 modification pending the results of survey wetlands,  
20 wildlife considerations, engineering considerations  
21 and agency review." Is that correct?

22 A. Yes. I can't tell you, I can't read this.  
23 It's too small.

24 Q. Well, is it accurate that to do what was on  
25 this project, there would have had to have been

1 substantial modification to the surveyed wetlands?

2 A. Not necessarily substantial modification.  
3 Basically the wetland configuration was determined by  
4 experts in that stuff from early photographs and other  
5 resources, but it all needed to be ground proofed to  
6 be verified and there could be changes.

7 MR. CHAPMAN: Can you put Pugliese parties  
8 125 up please. Can you zoom in on this note  
9 right here.

10 Q. Mr. Basehart, the note in Exhibit 125 says  
11 that this plan is "subject to substantial modification  
12 pending the results of surveyed wetlands, wildlife  
13 considerations, engineering considerations, and agency  
14 review," correct?

15 A. That's correct.

16 Q. This is the map you went over with  
17 Mr. Mariani during direct examination, correct?

18 A. That's correct.

19 Q. And the prior map we just read the note  
20 from, that's also the map you went over with  
21 Mr. Mariani, correct?

22 A. Correct.

23 Q. Let's look at the note, same sentence. "It  
24 is subject to substantial modification pending the  
25 results of surveyed wetlands, wildlife considerations,

1 engineering considerations, and agency review."

2 Do you say that?

3 A. Yes.

4 Q. And this map is dated December 2005,  
5 correct?

6 A. Correct.

7 Q. You weren't even on the project in December  
8 of 2005, correct?

9 A. In 2005, no, I wasn't.

10 Q. And the prior map we reviewed that's also  
11 dated December, 2005, correct?

12 A. Yes.

13 Q. And you weren't even working for the project  
14 in December of 2005, were you?

15 A. No, I was not there yet when the boundary  
16 survey was done.

17 Q. You were not there when that map was  
18 prepared, correct?

19 A. No I believe I was there when that map was  
20 prepared. That note says it's prepared from a  
21 boundary survey that was done in 2005. The --

22 Q. The map itself says at the very top,  
23 preliminary concept plan. Date prepared  
24 December 20th, 2005. Do you say that?

25 A. No. There's nothing on the screen here.

1 Q. Can you pull up 125 again, please.

2 Can you zoom in on this area here.

3 A. Okay, for the original 27,000 acres, I guess  
4 that's true.

5 Q. It says that it was prepared 20 December,  
6 2005, correct?

7 A. Yes.

8 Q. And you were not working on the project on  
9 December 20th, 2005?

10 A. No I wasn't.

11 Q. And the same thing for the Rohde map that we  
12 reviewed, that was prepared December 20th, 2005,  
13 correct?

14 A. Not that I'm aware, because they hadn't  
15 acquired the Rohde property at that point in time.

16 MR. CHAPMAN: Can you pull up Exhibit 126,  
17 please. Can you zoom in on this area, please.

18 Q. Rohde a Florida new town, preliminary  
19 concept plan. Date prepared, 20 December, 2005. Do  
20 you say that?

21 A. I see that note, but I don't think the plan  
22 was prepared then.

23 Q. So you're disputing the exhibit that  
24 Mr. Mariani showed to you?

25 A. I'm questioning how that plan was created



1 when the property wasn't actually contracted to become  
2 part of the project yet.

3 Q. So you have no idea why this map was  
4 prepared is that your testimony?

5 A. I can't confirm when the map was prepared.  
6 I can confirm both maps say they were prepared in  
7 December of 2005.

8 Q. So you don't even know -- you don't even  
9 know when these maps were prepared, do you?

10 A. No, I don't.

11 Q. And you know the Rohde property was never  
12 actually purchased?

13 A. I'm aware of that, yes.

14 MR. CHAPMAN: I have no further questions.

15 THE COURT: Thank you Mr. Chapman.

16 Mr. Mariani any redirect based on cross.

17 MR. MARIANI: Yes, Your Honor.

18 BY MR. MARIANI:

19 Q. You do know you worked on those maps,  
20 Mr. Basehart? You testified you worked on those maps?

21 MR. CHAPMAN: Objection, leading.

22 THE COURT: Sustained.

23 Q. Did you work on those maps?

24 A. Yes.

25 Q. So you think that 2005 date is accurate or

1 inaccurate?

2 A. It can't be correct if I worked on them  
3 because I didn't start there until 2006.

4 Q. May of 2006, correct?

5 A. That's correct.

6 Q. Now, all the letters you were shown written  
7 by Mr. Pelham, Defendant's Exhibit 951, 952, 4051, and  
8 our exhibits that we put up, 34, 42, in respect of  
9 Mr. Pelham's view and his direction of that agency,  
10 are those lets consistent with your understanding of  
11 Mr. Pelham's position against the property?

12 MR. CHAPMAN: Objection, Your Honor, calls  
13 for speculation.

14 THE COURT: Sustained.

15 Q. Let's look at -- do you have the exhibits in  
16 front of you, sir?

17 A. Yes, some of them.

18 Q. We'll do it a little longer way.

19 THE COURT: Please refrain from any  
20 extraneous comments, counsel. You may proceed.

21 Q. Do you have Exhibit 951?

22 MR. MARIANI: Your Honor, may I approach the  
23 witness.

24 THE COURT: Sure.

25 A. Yes, I've got it.

1 Q. Here, let me borrow those for a second. I'm  
2 put them in a particular order?

3 A. All of them.

4 Q. Thanks. Looking at Exhibit 951, that is the  
5 January 22nd, 2007 letter to Mr. Pelham from Ken  
6 Shipley, the chairman of the board of county  
7 commissioners of Osceola County?

8 A. Yes.

9 Q. Regarding the proposed Destiny rural land  
10 stewardship area?

11 A. Yes.

12 Q. Counsel directed your attention to the  
13 language about the Urban Land Boundary?

14 A. Yes.

15 Q. An also the projected figures of potential  
16 population growth within that area of the Urban Land  
17 Boundary?

18 A. Yes.

19 Q. Do you remember that?

20 A. Yes.

21 Q. Him pointing to you that language. So  
22 explain, if you would, how a projection is used in  
23 that context an whether that projection has any impact  
24 on the southern part of the county where the Destiny  
25 project was going to be?

1           MR. CHAPMAN:  Objection, Your Honor,  
2           foundation, calls for expert opinion.

3           THE COURT:  Overruled.

4           A.    Can you repeat it.

5           Q.    Okay.  In respect of the language in the  
6           paragraph that related to the projection figures and  
7           the urban growth -- yes, the Urban Land Boundary  
8           design, explain, if you would, what impact or what  
9           your understanding in respect of the Destiny project,  
10          how that focus on population in the northern part of  
11          the county would relate to the Destiny project at the  
12          southern boundary?

13          A.    Okay, well, it doesn't relate at all.  I  
14          mean, the Urban Land Boundary that you projected in  
15          the Osceola County plan pretty much involved the  
16          northern end of the county, including the cities of  
17          Kissimmee and St. cloud and the line was drawn where  
18          the county expected urban growth to occur up to the  
19          star get year that was mentioned in the letter.

20                But that's basically a projection and --  
21          there are a lot of sources for projected growth.  
22          Cities and counties keep track of their growth and  
23          they project from growth what they experience, what  
24          the growth will be for one year, five years, ten  
25          years, etc.

1           That doesn't relate, that doesn't include  
2 opportunities that aren't foreseen at the time the  
3 boundaries are drawn and there's no declaration that  
4 Osceola County did not ever intend to allow organized  
5 development in anyplace other portion of the county.

6           In fact, in our meetings with members of the  
7 county commission or meetings with the staff, they  
8 were excited about the opportunity --

9           MR. CHAPMAN: Objection, Your Honor, calls  
10 for hearsay.

11          THE COURT: Again, his lay opinion, lay  
12 testimony regarding his perception of the meeting  
13 and the participants. The objection is overrule.  
14 The jury is to consider it in that fashion,  
15 please. You may proceed.

16          THE WITNESS: The county commission members  
17 and the staff that I met with, that we met with,  
18 seemed excited about the possibility of some  
19 urbanized development down in the Yeehaw Junction  
20 area.

21          MR. MARIANI: Your Honor, may I ask counsel  
22 to interject his objections after the witness  
23 complete an answer not in the middle of an  
24 answer. I think that would be more appropriate.

25          THE COURT: I think what's happening since

1           you brought it up, is that the witness is  
2           answering and either at or near the time that the  
3           objection is being asserted and I'd just remind  
4           the witness to kindly refrain from continue argue  
5           answer until I've had chance to rule.

6           THE WITNESS: Absolutely. Thank you.

7           THE COURT: Thank you very much.

8           MR. MARIANI: Thank you, Your Honor.

9 BY MR. MARIANI:

10           Q.     So the Urban Land Boundary which was in  
11           Osceola County at January 22nd 07's, the statement in  
12           this letter is about projected growth within that  
13           boundary; is that accurate?

14           A.     Yes.

15           Q.     Why does a county is there a cost component  
16           about why a county draws an Urban Land Boundary?

17           A.     Generally speaking the Urban Land Boundary  
18           is the area that they expect either has or expect will  
19           need urban services in the foreseeable future.

20           Q.     So is there a cost function in terms of what  
21           facilities, what energy, different things like that  
22           they have to pay for or anticipate within the boundary  
23           of the Urban Land Boundary?

24           A.     A lot of times, that boundary reflects  
25           what's already serviced by those kinds of services,

1 but it's also used for planning purposes, yeah, to  
2 kind of project where they need to maybe put new fire  
3 stations, where they need to potentially extend water  
4 and sewer lines and things of that nature. So there  
5 is a capital improvements program element to it.

6 Q. So when they talk about the Urban Land  
7 Boundary in Osceola County, they're talking -- how do  
8 we know they're talking north of that Urban Land  
9 Boundary line?

10 A. I'm not sure I understand the question.

11 Q. Well, is the Urban Land Boundary a line?

12 A. Yes.

13 Q. Is it a circle?

14 A. It's an enclosed area of land.

15 Q. So my question is very simple and I don't  
16 mean to be too simple, but maybe my mind is, but it's  
17 about the cities around Orlando and how do we know  
18 it's about the cities around Orlando down to that  
19 Urban Land Boundary line?

20 MR. CHAPMAN: Objection, Your Honor,  
21 leading.

22 THE COURT: Overrule. You can answer, sir.

23 THE WITNESS: I can answer?

24 THE COURT: Yes.

25 A. Because that's the area contained within the

1 boundary. I'm not sure I understand what you're  
2 getting at.

3 Q. Well, I understand that a boundary line  
4 exists somewhere well, north of the Destiny project?

5 A. Yes.

6 Q. Is there another line that's further north  
7 that I'll say either begins or ends the urban growth  
8 area?

9 A. I don't recall the graphic. It's been a lot  
10 of years, but I believe the intent was everything  
11 north of that line was included in the urban services  
12 area.

13 Q. Let's look at the second let's which is  
14 Exhibit 952 actually let me ask this question before  
15 we go to 952.

16 In respect of the reference in 951 to an  
17 update to a comprehensive plan amendment of the  
18 county, besides the Urban Land Boundary designations,  
19 can anything in the comprehensive plan be amended or  
20 updated by the county?

21 A. Yes. It's a county commission adopted  
22 document and any piece or any part of it can be  
23 amended by a vote of the county commission.

24 Q. If the County has an interest in doing  
25 something in the southern part of the county outside



1 of the Urban Land Boundary line, can it write it into  
2 its comprehensive planned amendment?

3 A. Yes.

4 Q. Okay. In respect of Exhibit 952, that's  
5 another letter to Mr. Pelham dated January 22nd, 2007?

6 A. Yes.

7 Q. And you see the reference is to the Latt  
8 Maxcy rural land stewardship area there?

9 A. Yes.

10 Q. That letter is in the quite as long, but at  
11 least the first page seems identical to 951, does it?  
12 Can you compare copies?

13 A. Very close.

14 Q. So you testified in answer to opposing  
15 counsel's comment that the Latt Maxcy group faded  
16 away. What do you mean by that answer? Please  
17 explain.

18 A. Whether we initially started to pursue the  
19 rural land stewardship approach and were in receipt of  
20 the Department of Community Affairs' letter suggesting  
21 that they should be combined into one rural land  
22 stewardship, we began to have meetings with them at  
23 our offices, at their offices, combined meetings with  
24 the county.

25 But then they stopped coming. I'm not a

1 party, I'm not aware of, you know, why they faded  
2 away, but they seemed to stop pursuing a development  
3 of their property.

4 Q. And after funding stopped and the Destiny  
5 project ceased to go forward because of lack of  
6 payments, did you have any information that the Latt  
7 Maxcy group was continuing to pursue any entitlements  
8 on their land?

9 A. Nothing that I was aware of.

10 Q. So we have these lets on January 22nd to  
11 Mr. Pelham. We have Mr. Pelham's responses which were  
12 our exhibits -- but in the responses to those letters,  
13 but responses February 19 of '08 and the prior lets.

14 So in the face of all these letters,  
15 Mr. Basehart, did you pack up your bags and leave and  
16 feel that the project had failed?

17 A. Not at all.

18 Q. And why? Why didn't you just leave and  
19 continue no more?

20 A. I think that's a characteristic that  
21 separates developers from a lot of other people, is  
22 the knowledge that no development approvals are easy,  
23 whether it be a small project or a real huge project,  
24 and there are always hurdles, but perseverance is  
25 generally the key and if you keep addressing the

1 issues that come up and the problems that you're  
2 confronted with, they fall by the wayside and  
3 eventually you can develop property.

4 Q. So how does one deal with all the negative  
5 language in these letters that one perceives it as  
6 negative language?

7 A. You negotiate with the agency that provided  
8 them. You prepare solutions, you prepare alternative  
9 approaches and you keep working at it until you can  
10 come to an agreement with the agency that issued the  
11 comment.

12 Q. The name of the new agency after the DCA  
13 was --

14 A. Department of economic opportunity.

15 Q. Let me ask my question. After the  
16 department of Community Affairs was disbanded, you  
17 mentioned that there was a new agency that took over  
18 whatever level had to be done at the state agency.  
19 What was that agency?

20 A. That was the Department of Economic  
21 Opportunity, which already existed, but the land  
22 planning function, the state land planning function  
23 was transferred to that agency.

24 Q. And did the ability to gain entitlements  
25 lessen, was it easier or was it harder?

1 MR. CHAPMAN: Objection, Your Honor, calls  
2 for speculation, improper opinion, lack of  
3 foundation.

4 THE COURT: Sustained.

5 Q. You were asked whether you did other work at  
6 the Pugliese Company other than your commitment to the  
7 Destiny project. Do you remember those questions?

8 A. Yes.

9 Q. How many hours per week, would you remind  
10 the jury how many hours per week you worked on the  
11 Destiny project?

12 MR. CHAPMAN: Objection, Your Honor,  
13 cumulative, asked and answered.

14 THE COURT: Sustained.

15 Q. Who is Alejandro Zurita?

16 A. He's planner who works at the Anthony  
17 Pugliese and he's an in-house planner.

18 Q. Was he working for the Pugliese companies  
19 during the time you were working there on the project  
20 of Destiny?

21 A. Yes.

22 Q. Were you doing all of the zoning and other  
23 planning work for the Pugliese Company besides doing  
24 the work on Destiny?

25 A. No, I mean, that's why Alejandro was there.

1 I did public hearings usually at night, because of my  
2 familiarity with the jurisdictions and sometimes did  
3 meetings with municipal staffs, but --

4 Q. Oh, I'm sorry, please.

5 A. But the primary function of preparing and  
6 processing the applications that were going on for the  
7 Pugliese Company was Alejandro.

8 Q. So you testified on questioning from counsel  
9 that you're not in the business of laying odds. What  
10 did you mean by that?

11 A. I don't offer percentages or predictions of  
12 chance, of success or failure.

13 Q. Do you often work on matters that's fail?

14 MR. CHAPMAN: Objection, Your Honor, beyond  
15 the scope of cross.

16 THE COURT: Overruled.

17 A. In the 20 years I was a consultant I did  
18 over 2,000 development applications and my  
19 recollection is only four of those were denied.

20 Q. When asked about the detail of your meeting,  
21 the former director of the DCA, Mr. Cohen,  
22 Mr. Thaddeus Cohen?

23 A. Yes.

24 Q. When you were asked about detail, you  
25 mentioned the length of the meeting and you mentioned

1 that you and the others had brought boards. What did  
2 you mean to describe when you said you brought boards  
3 to the meeting with Thaddeus Cohen?

4 A. They were graphics that, you know, depicted  
5 the property.

6 Q. The property, did it entail any of the  
7 potential or perceived development on the property?

8 A. I believe that there was some preliminary  
9 development plans on the drawings.

10 Q. Was it your effort to give a general  
11 understanding of what the development, what the types  
12 of entitlements were being pursued to Mr. Cohen?

13 MR. CHAPMAN: Objection, Your Honor,  
14 leading.

15 THE COURT: Overruled. You can answer, sir.

16 A. I can answer? It was clearly the intent of  
17 our group to familiarize Mr. Cohen with what was being  
18 proposed for the property.

19 Q. Let me ask you to turn back to Exhibit 42 in  
20 that packet that is on your desk.

21 A. 42, yes.

22 Q. And let's put up that middle paragraph that  
23 counsel questioned from. It begins "in several  
24 meetings."

25 Counsel read this into the record and you

1 indicated that he read it accurately, but I want to  
2 ask a substantive question. You see the reference to  
3 100,000 residential units?

4 A. Yes.

5 Q. Is that accurate in that letter?

6 A. No I don't believe that there was ever an  
7 intent to do anything greater than 70 or 80,000 units.

8 Q. Did anyone to your knowledge, tell  
9 Mr. Pelham that the property was seeking entitlements  
10 for a hundred thousand residential units?

11 A. I don't recall anyone having told him that.

12 Q. Do you know whether in respect of the new  
13 city overlay, that the county was pursuing, whether  
14 they used that number, a hundred thousand?

15 A. I can't recall that they did, no.

16 Q. So would you say that's inaccurate, that  
17 statement of 100,000 residential units in that letter?

18 A. I think it was a conclusion that Mr. Pelham  
19 reached. I don't know what the basis of that  
20 conclusion was.

21 Q. You certainly and none of the consultants  
22 who worked you with offered that number to Mr. Pelham  
23 did you?

24 MR. CHAPMAN: Objection, Your Honor,  
25 leading.

1 THE COURT: Sustained.

2 Q. Did you offer that number or any of the  
3 people who worked with you, to Mr. Pelham to include  
4 in this letter?

5 A. I had never offered that number and I had  
6 never heard that number.

7 Q. Now, he ends that letter or ends that  
8 paragraph, a approval of a new city of this size would  
9 be unprecedented in the history of Florida's growth  
10 management act ."

11 Is that statement of any significance in  
12 terms of analysis of whether approvals should be  
13 granted or not?

14 A. No, I think it was just a recognition that  
15 this was a huge project. I don't see any prediction  
16 coming from that.

17 THE COURT: We'll go to about 12:15.

18 MR. MARIANI: Yes, Your Honor.

19 Q. You still have your deposition in front of  
20 you that you were asked to look at?

21 A. Yes.

22 Q. Don't read your deposition, but just refer  
23 to those pages that counsel referred to, the page 232  
24 and 233.

25 Now, in the summer of 2009, were you --



1 MR. CHAPMAN: Your Honor, I object he's  
2 reading the deposition.

3 MR. MARIANI: I'm not reading the  
4 deposition.

5 THE WITNESS: No I'm not. I'm on page 233.

6 THE COURT: I object to Mr. Mariani reading  
7 the deposition.

8 MR. CHAPMAN: No the witness was directed  
9 the two pages of his deposition.

10 MR. MARIANI: I just wanted him to two pages  
11 of his deposition. I didn't ask him to read it.

12 THE COURT: Just open to the two pages.

13 Q. In the summer of 2009 was there work  
14 beginning on drafting the master plan, the conceptual  
15 master plan?

16 A. Yes.

17 Q. And did that drafting ever culminate in the  
18 completion and the presentation of the master plan?

19 A. In what form?

20 Q. To any agency.

21 A. No.

22 Q. After July of 2009?

23 A. You mean submitted for approval?

24 Q. Thank you that's the word I should have  
25 used, submitted for approval?

1 A. Never was.

2 Q. But that process was begun; is that correct?

3 MR. CHAPMAN: Objection, leading.

4 THE COURT: Sustained.

5 Q. Was that process begun by July of '09?

6 A. Yes, we were actively working on the DRI  
7 applications.

8 Q. When was the date projected that one would  
9 be filed -- submitted, sorry.

10 A. We were projecting that would be in late  
11 2009 or no November, December of 2009 or January,  
12 February 2010.

13 Q. And you were asked a question about whether  
14 they would be able to reach a compromise at that time,  
15 meaning in July or immediately following July of '09.

16 A. I remember being asked that question, yes.

17 Q. In response to that question which is the  
18 one that counsel responded to, you said "I don't have  
19 an opinion on that. It wasn't part of that  
20 negotiation."

21 Meaning the negotiation at that time, is  
22 that what you're answer was expressing?

23 MR. CHAPMAN: Objection, Your Honor,  
24 leading.

25 THE COURT: Sustained.

1 Q. What was your answer describing? I'll read  
2 it to you.

3 "Q: The conceptual -- plan, Your Honor, I  
4 object this is an improper use of a deposition.

5 THE COURT: Well, he can explain the answer  
6 that was given to try to rehabilitate the  
7 impeachment that was attempted. So the objection  
8 is overruled.

9 MR. MARIANI: Thank you, Your Honor.

10 "Q: The conceptual master plan that was  
11 going to be prepared had not been prepared for  
12 filing as of July 23rd, 2009.

13 You answer correct. Then the question  
14 immediately follows.

15 "Q: And you agree that reaching a  
16 compromise with DCA was unlikely at this time.

17 Meaning the time July 23rd, 2009?

18 A. Yes.

19 Q. And you answered the question: "I don't  
20 have an opinion on that. I wasn't part of that  
21 negotiation; which did not occur. Did a negotiation  
22 occur in July and August of 2009, since if master plan  
23 had not been completed then?

24 A. I don't believe that negotiations were being  
25 conducted at that time.

1 Q. So when you said "I don't have an opinion on  
2 that, I wasn't part of that negotiation," is it that  
3 you had not an opinion at that moment in time relative  
4 to the negotiation that didn't occur?

5 MR. CHAPMAN: Objection, Your Honor,  
6 leading.

7 THE COURT: I'm gonna respectfully request  
8 Mr. Mariani that you kindly refrain from leading  
9 the witness.

10 Q. You were asked a question by counsel that  
11 you did have an opinion and then counsel cited to that  
12 language in the deposition. When you left Destiny,  
13 what was your opinion about the possibility or  
14 probability of entitlements to the property?

15 MR. CHAPMAN: Objection, Your Honor,  
16 cumulative, asked and answered.

17 THE COURT: Overruled.

18 A. When I left Destiny, the project was dead  
19 because funding had stopped many months before that,  
20 nobody was working on it, and Osceola County had not  
21 responded to the ORC report on the new city overlay,  
22 because there was nobody helping them.

23 THE COURT: About how much longer do you  
24 have.

25 MR. MARIANI: About a couple of minutes.

1 THE COURT: You can continue, sir.

2 A. I believe up until -- in the summer of 2009  
3 I was of the belief that negotiations, once they  
4 began, would have success and the project would  
5 ultimately be able to move forward, that there would  
6 be a settlement on the ORC issues. But by November of  
7 '09 I didn't believe that was possible because the  
8 whole thing had died.

9 MR. MARIANI: Thank you, Your Honor, no  
10 further questions.

11 THE COURT: Okay thank you.

12 MR. CHAPMAN: Your Honor, may I ask one  
13 question on redirect -- re-cross.

14 THE COURT: Re-cross.

15 Q. Mr. Basehart were you aware that Ken Metcalf  
16 and Reggie Bouthillier attorneys that were hired by  
17 Land Company of Osceola County were negotiating with  
18 the Department of Community Affairs in June and July  
19 of 2009?

20 A. I knew there was contact. I knew they were  
21 talking with them.

22 Q. And you weren't part of those negotiations?

23 A. Not those, no, I wasn't.

24 MR. CHAPMAN: Thank you.

25 THE COURT: Any questions from the jury?

1           Okay thank you for your time, sir and I also  
2 want to thank you the ladies and gentlemen of the  
3 jury for sticking with us a little bit beyond the  
4 normal lunch hour so we can conclude this witness  
5 and proceed on with another witness come the end  
6 of the lunch break.

7           So if you would return at 1:30, please,  
8 assembled at 1:30 we will proceed again as soon  
9 as there after as possible. Again we thank you  
10 for your continued service add sacrifice. Please  
11 do not talk about the case with anyone, do not  
12 allow anybody to speak with you about it. Please  
13 do not use any type of electronic device or other  
14 means to discuss, communicate, research or  
15 otherwise relative to any of the persons or  
16 issues relating to the case or your jury service.

17           Have a good lake we'll see you back at 1:30.  
18 Thank you, sir you may step down.

19           Did you want to discuss something about jury  
20 lunch.

21           MR. GARY: Regarding lunch for the jurors, I  
22 thought the Court would allow us in some way to  
23 do it without them knowing it.

24           THE COURT: That would be fine. I think it  
25 would be a proper gesture. I've been bringing

1 well, not every morning, but I've been bringing  
2 often muffins and juice at my own expense.  
3 That's fine. I don't mind doing it. But if  
4 you'd like to do that, I would just simply say  
5 that lunch will be provided to you. I won't  
6 indicate by whom. If that's something you'd like  
7 to do tomorrow, that would be fine with me. We  
8 send out to judgment I Johns. It comes out to  
9 about \$10 per person so it would be about a  
10 40-dollar out lay.

11 MR. GARY: Will you split it.

12 MR. HUTCHISON: Of course.

13 THE COURT: I'll let them know tomorrow.

14 Thank you for the offer. I appreciate it.

15 Thank you again for our courtroom personnel  
16 for staying over. Thank you again, please. End  
17 end end end end