

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Robert L. Simon, Jr., Right of Way Counsel
Winderweedle, Haines, Ward & Woodman, P.A. 

DATE: July 24, 2014

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 125 (David Martin)
Real Estate Purchase Agreement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a Real Estate Purchase Agreement between David J. Martin (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 125 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202.

DESCRIPTION and BACKGROUND:

The Taking consists of approximately 5,252 square feet of land within a 3.64 acre parent tract in Orange County. The Property is zoned A-1, Citrus Rural District, which provides for residential and agricultural uses. The future land use designation is rural. The parent tract is improved with a single-family residence and associated residential site improvements. The site improvements impacted by the Taking include trees, heavy underbrush and field fencing. See attached Exhibit "A."

CFX's appraisal of the property was prepared by Mr. Stephen J. Matonis of Integra Realty Resources-Orlando, with a date of value of September 11, 2013. Mr. Matonis estimated the value of the Taking to be \$4,400.00. Mr. Matonis concluded that the Property's highest and best use as vacant is to hold it for future residential development. The Owner was provided with a copy of CFX's appraisal.

The parties have been participating in negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 145. The parties have conditionally accepted a Real Estate Purchase Agreement ("Purchase Agreement"), subject to Right of Way Committee recommendation and final CFX Board approval. Under the Purchase Agreement, CFX would pay the Owners the sum of \$4,400.00.

Central Florida Expressway Authority Board Members
S.R. 429 Wekiva Parkway, Project 429-202; Parcel 125 (David J. Martin)
July 24, 2014
Page 2 of 2

Acceptance of the proposed Real Estate Purchase Agreement is recommended and is in CFX's best interest. It will eliminate further risk and unnecessary expenses that CFX will ultimately incur if it is required to file a condemnation action to acquire Parcel 125. Filing a condemnation action will subject CFX to additional attorneys' fees and costs as well as additional expert fees and costs, which CFX would be responsible for as part of the landowners' compensation as provided by Florida Statutes §73.091 and §73.092.

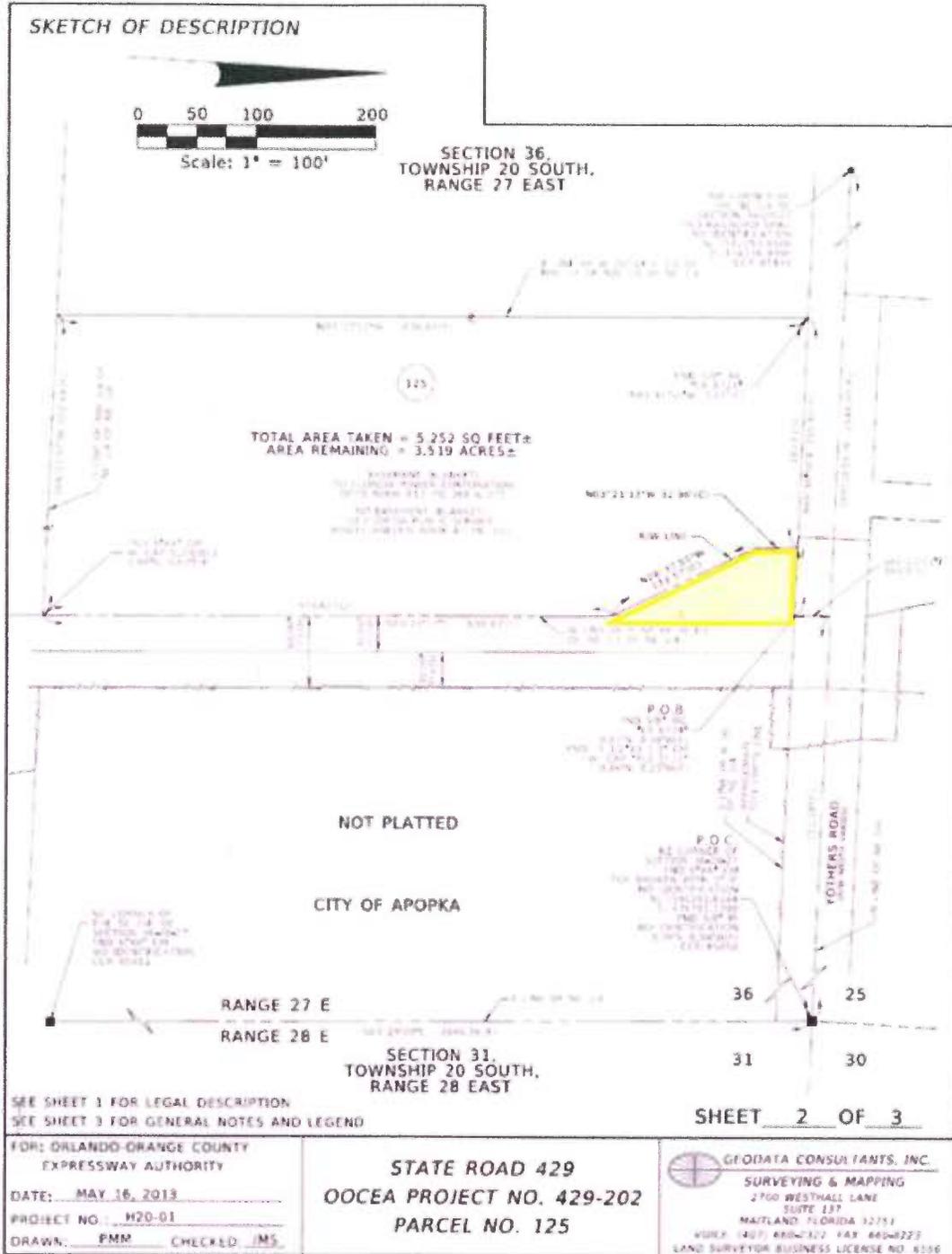
RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the July 15, 2014 meeting. We respectfully request the Board's approval of the proposed Real Estate Purchase Agreement with a purchase price of \$4,400.00 in full settlement of all claims for compensation for the acquisition of Parcel 125.

ATTACHMENTS:

Exhibit A-Sketch of Subject Property
Exhibit B-Real Estate Purchase Agreement

Parcel 125 Sketch



PURCHASE AGREEMENT

PROJECT: 429 – 202
 STATE ROAD NO.: 429
 PROJECT NAME: Wekiva Parkway
 COUNTY: Orange
 PARCEL NO.: 125

Seller: David J. Martin

Buyer: The Orlando-Orange County Expressway Authority (“Expressway Authority”)

Expressway Authority and Seller hereby agree that Seller shall sell and Expressway Authority shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

- (a) Estate being purchased: Fee Simple Permanent Easement Temporary Easement Leasehold
- (b) Real property described as: See Attached Exhibit “A”.
- (c) Personal property: None.
- (d) Outdoor advertising structure(s) permit number(s): N/A

Buildings, structures, fixtures and other improvements owned by others: N/A
 These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property

Land	1.	\$	<u>3,600.00</u>
Improvements	2.	\$	<u>800.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$	<u>0.00</u>

Total Real Property 4. \$ **4,400.00**

(b) Total Personal Property 5. \$ **0.00**

(c) Fees and Costs

Attorney Fees	6.	\$	<u>0.00</u>
Appraiser Fees	7.	\$	<u>0.00</u>

 _____ Fees(s) 8. \$ _____

Total Fees and Costs 9. \$ **0.00**

(d) Total Business Damages 10. \$ **0.00**

(e) Total of Other Costs 11. \$ **0.00**

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ **4,400.00**

(f) Portion of Total Purchase Price to be paid to Seller by Expressway Authority at Closing \$ **4,400.00**

(g) Portion of Total Purchase Price to be paid to Seller by Expressway Authority upon surrender of possession \$ **0.00**

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Expressway Authority. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Expressway Authority. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Expressway Authority to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Expressway Authority for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Expressway Authority by conveyance instrument(s) acceptable to Expressway Authority.
- (h) Seller and Expressway Authority agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: _____

- (j) Seller and Expressway Authority agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**, if applicable.

IV. Closing Date

The closing will occur no later than sixty (60) days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Expressway Authority.

- There is an addendum to this agreement. Page 4 is made a part of this agreement
- There is not an addendum to this agreement

VI. Seller and Expressway Authority hereby acknowledge and agree that their signatures as Seller and Expressway Authority below constitute their acceptance of this agreement as a binding real estate contract.

This Agreement is subject to final agency acceptance by Expressway Authority pursuant to Section 119.0711, Florida Statutes (2013) ("Final Agency Acceptance") after Right of Way Committee and Expressway Authority Board Approval. Notwithstanding anything in this Agreement to the contrary, the Closing shall not occur prior to thirty (30) days from the date this Agreement is executed and delivered by Owners and Expressway Authority to allow public review of the transaction contemplated by this Agreement. Final Agency Acceptance shall be evidenced by the signature of Expressway Authority in Section VII of this agreement.

Seller: David J. Martin

[Signature] 4-28-14
Signature Date

David J. Martin
Type or print name

Buyer: Orlando-Orange County Expressway Authority

BY: [Signature] 5/29/14
Signature Date

JOSEPH A. BERENIS
Type or print name

VII. FINAL AGENCY ACCEPTANCE

The Expressway Authority has granted Final Agency Acceptance this _____ day of _____, 20____.

WITNESSES:

Print Name: _____

Print Name: _____

APPROVED AS TO FORM FOR EXECUTION BY A
SIGNATORY OF THE ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
Legal Counsel:

By _____

Date: _____

"EXPRESSWAY AUTHORITY"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

A body politic and corporate, and an agency of the state,
under the laws of the State of Florida,

By: _____

Print Name: _____

Title: _____



ADDENDUM TO PURCHASE AGREEMENT

PROJECT: 429 – 202
STATE ROAD NO.: 429
PROJECT NAME: Wekiva Parkway
COUNTY: Orange
PARCEL NO.: 125

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between, **David J. Martin**, Seller, and **The Orlando-Orange County Expressway Authority (“Expressway Authority”)**, Buyer, for the use and benefit of the Expressway Authority, for the above-referenced project.

1. Buyer and Seller agree all fees, costs and/or business damage claims are included in this Purchase Agreement.
2. Buyer shall construct a Wall along the property’s frontage on Yothers Road in the approximate location as depicted in red on the attached Exhibit “B”. The Wall shall be appurtenant to the Wall which is described in the Temporary Right of Entry attached hereto as Exhibit “C”. After construction of the Wall, entry upon the Seller’s property shall be at the approximate location of the current driveway. If Seller chooses to install a gate or other security mechanism at the entry to the property along Yothers Road, it shall be at the Seller’s own cost and responsibility. Upon completion of the Wall, Buyer shall have no obligation or responsibility associated with the Wall, including, but not limited to its maintenance, replacement or inspection.

Funds shall be made payable and will be issued according to the Seller and/or their representatives:

1. Funds in the amount of \$4,400.00 shall be made payable to David J. Martin.

IN WITNESS WHEREOF, the parties have caused these present to be executed in their respective names.

Seller(s): David J. Martin

Signature [Handwritten Signature]
By: David J. Martin
Type or print name and title

Date 4-28-14

Buyer: The Orlando-Orange County Expressway Authority

Signature _____
Print Name: _____
Title: _____

Date _____



ORLANDO ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-202

PARCEL NO. 125
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 721.18 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 151.21 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 28°37'55" WEST, A DISTANCE OF 133.57 FEET TO A POINT; THENCE NORTH 03°21'13" WEST, A DISTANCE OF 32.96 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 57.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,252 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
 SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 DATE: MAY 16, 2013
 PROJECT NO.: H20-01
 DRAWN: PMM CHECKED: JMS

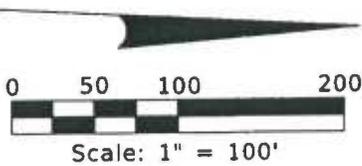
STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 125



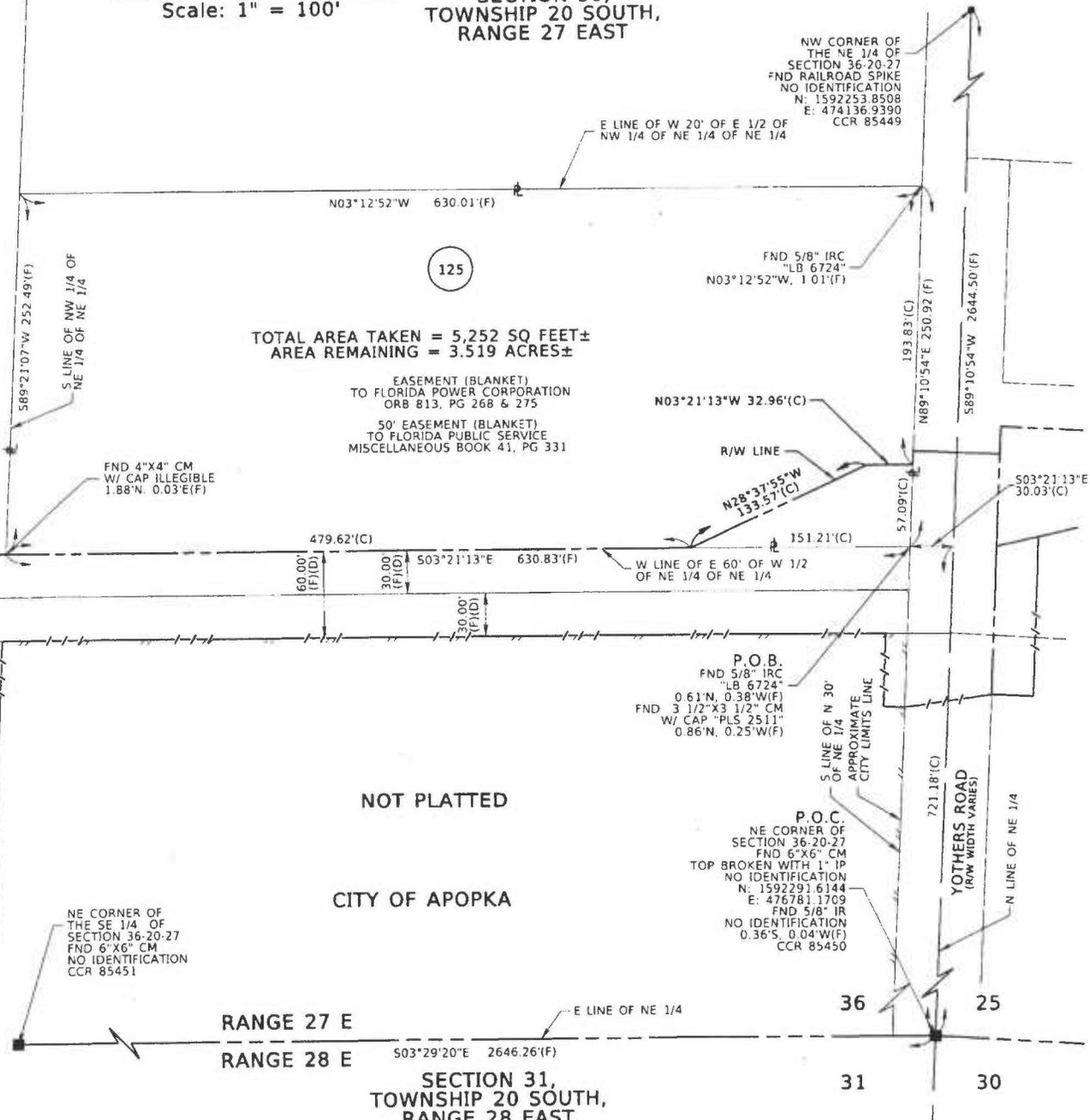
GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
 2700 WESTHALL LANE
 SUITE 137
 MAITLAND, FLORIDA 32751
 VOICE: (407) 660-2322 FAX: 660-8223
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST



TOTAL AREA TAKEN = 5,252 SQ FEET±
AREA REMAINING = 3.519 ACRES±

EASEMENT (BLANKET)
TO FLORIDA POWER CORPORATION
ORB 813, PG 268 & 275
50' EASEMENT (BLANKET)
TO FLORIDA PUBLIC SERVICE
MISCELLANEOUS BOOK 41, PG 331

NOT PLATTED

CITY OF APOPKA

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 125



GEODATA CONSULTANTS, INC.

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VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

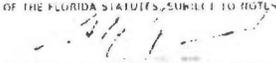
(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	PL	= PROPERTY LINE
CM	= CONCRETE MONUMENT	PG	= PAGE
E:	= EASTING	PGS	= PAGES
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IR	= IRON ROD	R/W	= RIGHT OF WAY
IRC	= IRON ROD AND CAP	SQ	= SQUARE
		W/	= WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED MARCH 19, 2013 (REVISED MARCH 27, 2013), FILE NO. 2037-2833235, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

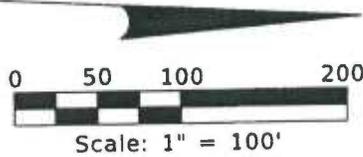
SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

REVISED PER COMMENTS REVISION	PMM BY	06/13/2013 DATE	I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5117, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.  H. Paul McVivra, Professional Land Surveyor No. 4990
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FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 16, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	STATE ROAD 429 OOCEA PROJECT NO. 429-202 PARCEL NO. 125	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556
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SKETCH OF DESCRIPTION



SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST

NW CORNER OF
THE NE 1/4 OF
SECTION 36-20-27
FND RAILROAD SPIKE
NO IDENTIFICATION
N: 1592253.8508
E: 474136.9390
CCR 85449

E LINE OF W 20' OF E 1/2 OF
NW 1/4 OF NE 1/4 OF NE 1/4

N03°12'52"W 630.01'(F)

125

TOTAL AREA TAKEN = 5,252 SQ FEET±
AREA REMAINING = 3,519 ACRES±

EASEMENT (BLANKET)
TO FLORIDA POWER CORPORATION
ORB 813, PG 268 & 275
50' EASEMENT (BLANKET)
TO FLORIDA PUBLIC SERVICE
MISCELLANEOUS BOOK 41, PG 331

FND 5/8" IRC
"LB 6724"
N03°12'52"W, 1.01'(F)

S LINE OF NW 1/4 OF
NE 1/4 OF NE 1/4

FND 4"x4" CM
W/ CAP ILLEGIBLE
1.88"N, 0.03"E(F)

N03°21'13"W 32.96'(C)

R/W LINE

N28°37'55"W
133.57'(C)

S03°21'13"E
30.03'(C)

479.62'(C) 60.00'(F>ID) 30.00'(F>ID) S03°21'13"E 630.83'(F)

151.21'(C) W LINE OF E 60' OF W 1/2
OF NE 1/4 OF NE 1/4

P.O.B.
FND 5/8" IRC
"LB 6724"
0.61"N, 0.38"W(F)
FND 3 1/2"x3 1/2" CM
W/ CAP "PLS 2511"
0.86"N, 0.25"W(F)

S LINE OF N 30'
OF NE 1/4
APPROXIMATE
CITY LIMITS LINE

NOT PLATTED

CITY OF APOPKA

P.O.C.
NE CORNER OF
SECTION 36-20-27
FND 6"x6" CM
TOP BROKEN WITH 1" IP
NO IDENTIFICATION
N: 1592291.6144
E: 476781.1709
FND 5/8" IR
NO IDENTIFICATION
0.36"S, 0.04"W(F)
CCR 85450

NE CORNER OF
THE SE 1/4 OF
SECTION 36-20-27
FND 6"x6" CM
NO IDENTIFICATION
CCR 85451

RANGE 27 E

RANGE 28 E

SECTION 31,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST

E LINE OF NE 1/4

S03°29'20"E 2646.26'(F)

36

25

31

30

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 125



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SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

TEMPORARY RIGHT OF ENTRY

This **TEMPORARY RIGHT OF ENTRY AGREEMENT** ("Agreement") is made this 5 day of March 2014, by **DAVID J. MARTIN**, a single person, ("Grantor"), whose address is 3100 Yothers Road, Apopka, Florida 32712, to and in favor of the **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a public corporation of the state of Florida ("OOCEA"), whose address is 4974 ORL Tower Road, Orlando, Florida 32807-1684, as Grantee.

For and in consideration of \$10.00, other valuable consideration and the benefits accruing to Grantor, the receipt and sufficiency of which consideration is hereby acknowledged, Grantor does give, grant, bargain, and convey to OOCEA, its employees, agents, engineers, contractors, assigns and other representatives, a non-exclusive irrevocable right and license to enter upon, over, under, and through that certain eastern portion of Grantor's property from and along the westernmost right of way line as depicted on the attached Exhibit "A" extending ten (10) feet west thereof ("Grantor Property"), as may be necessary or desirable for the construction and installation of an approximate six (6) foot (or at such other height as may be permitted by the applicable jurisdiction) brick wall and appurtenances related thereto similar to the example attached hereto as Composite Exhibit "B" ("Wall"). This right of entry shall include, but shall not be limited to, the right to enter upon, over, under, and through Grantor's Property, to trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements as necessary or desirable in connection with the construction and installation of the Wall, and all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing right of entry for the purposes described above and in furtherance of the provisions set forth herein. This right of entry shall commence upon the date hereof and terminate upon completion of the Wall. Further, it is agreed and acknowledged that OOCEA is under no obligation to construct the Wall unless and until all necessary property owners, in OOCEA's sole and absolute discretion, have executed and delivered to OOCEA similar temporary right of entry agreements. Also, it is agreed and acknowledged that upon completion of the Wall, Grantee shall have no obligation or responsibility associated with the Wall, including, but not limited to, its maintenance, replacement, or inspection.

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

WITNESSES:

Walter Jenkins
Witness:
Nalynn Jenkins
Printed Name:

By: David J. Martin
David J. Martin

David J. Martin
Witness:
David J. Martin
Printed Name:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5, day of March,
2014 by David J. Martin. ~~He is personally known to me~~ or has produced personally known
as identification and ~~did~~ did not take an oath.

(Notary Seal)

Susan Fox

NOTARY PUBLIC

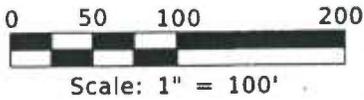
Susan Fox

Printed Notary Name

Commission Number and Expiration: 05/08/2014



SKETCH OF DESCRIPTION



SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST

125

TOTAL AREA TAKEN = 5,252 SQ FEET±
AREA REMAINING = 3.519 ACRES±

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TO FLORIDA POWER CORPORATION
ORB 813, PG 268 & 275

50' EASEMENT (BLANKET)
TO FLORIDA PUBLIC SERVICE
MISCELLANEOUS BOOK 41, PG 331

NW CORNER OF
THE NE 1/4 OF
SECTION 36-20-27
FND RAILROAD SPIKE
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NW 1/4 OF NE 1/4 OF NE 1/4

FND 5/8" IRC
"LB 6724"
N03°12'52"W, 1.01'(F)

S89°21'07"W 252.49'(F)
S LINE OF NW 1/4 OF
NE 1/4 OF NE 1/4

FND 4"x4" CM
W/ CAP ILLEGIBLE
1.88"N, 0.03'E(F)

N03°21'13"W 32.96'(C)

R/W LINE

N28°37'55"W
133.57'(C)

S03°21'13"E
30.03'(C)

479.62'(C)
60.00'(F)(D)
30.00'(F)(D)
30.00'(F)(D)
S03°21'13"E 630.83'(F)

151.21'(C)
W LINE OF E 60' OF W 1/2
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P.O.B.
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CITY OF APOPKA

P.O.C.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: MAY 16, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 125



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	↓	= PROPERTY LINE
CM	= CONCRETE MONUMENT	PG	= PAGE
E:	= EASTING	PGS	= PAGES
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IR	= IRON ROD	R/W	= RIGHT OF WAY
IRC	= IRON ROD AND CAP	SQ	= SQUARE
		W/	= WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED MARCH 19, 2013 (REVISED MARCH 27, 2013), FILE NO. 2037-2833235, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

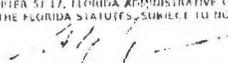
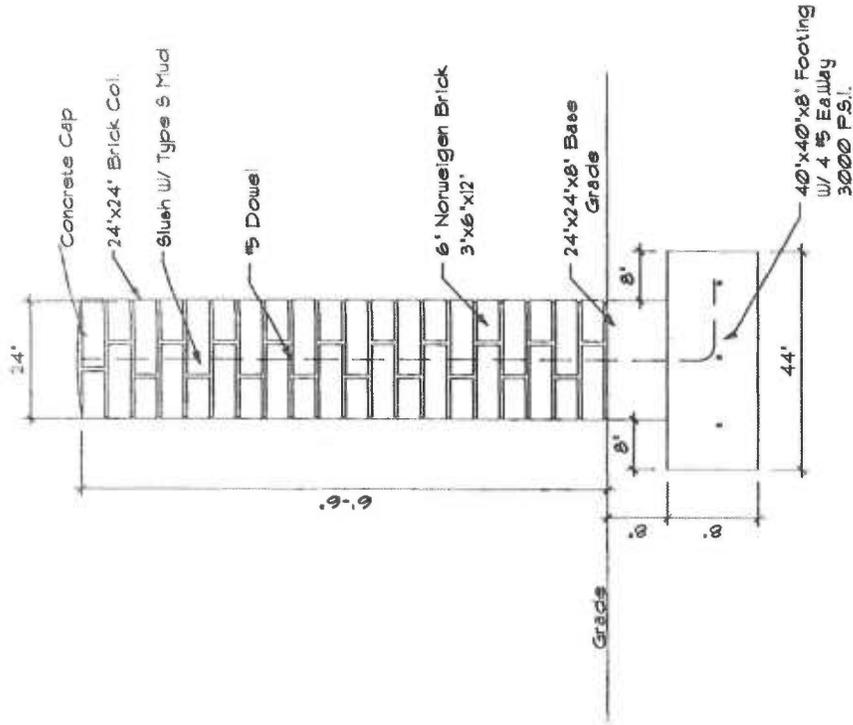
REVISED PER COMMENTS REVISION	PMM BY	06/13/2013 DATE	I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 11, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.  Paul deVivero, Professional Land Surveyor No. 4990 DATE: 9-11-2013
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 16, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	STATE ROAD 429 OOCEA PROJECT NO. 429-202 PARCEL NO. 125		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556



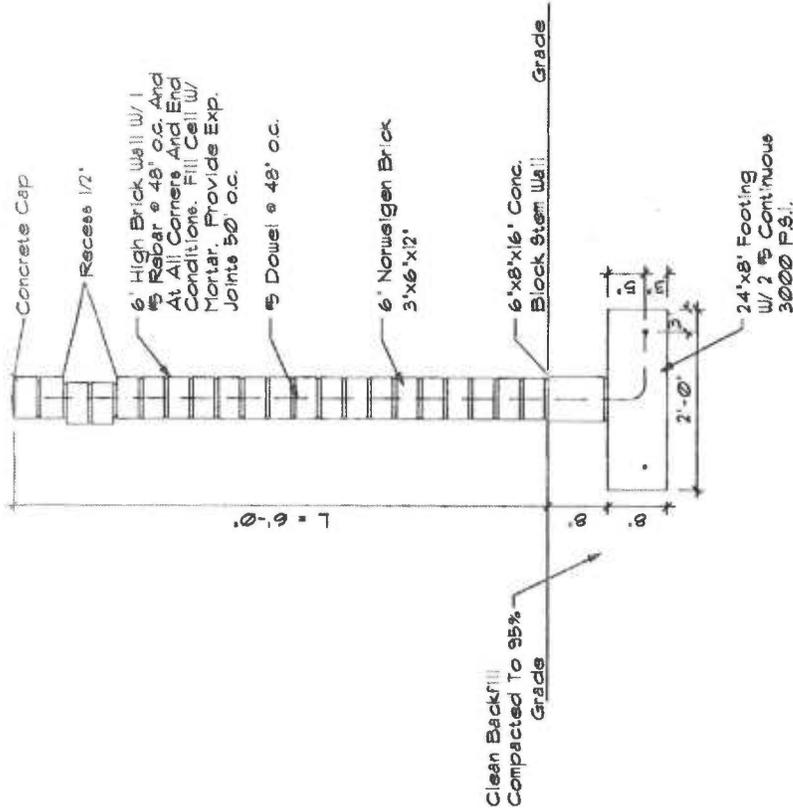
Exhibit "C"

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BRICK COLUMN DETAIL
Scale: 3/4" = 1'-0"



BRICK WALL DETAIL
Scale: 3/4" = 1'-0"

brick wall for:
SEMA CONSTRUCTION
A-1

STRUCTURAL NOTES
IMPORTANCE/USE FACTOR #1, WIND EXPOSURE B
BUILDING CATEGORY II
THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED
THE MINIMUM REQUIREMENTS FOR THE 2010 FLORIDA BUILDING
CODE FOR 139 ULTIMATE, 108 NOMINAL MPH WIND ZONE

The **Wayne Corp.**
Oviedo, Florida 32765
(407) 948-8167