

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

***AMENDED Agenda**
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT-OF-WAY COMMITTEE
July 27, 2016
2:00 p.m.

1. CALL TO ORDER

2. PUBLIC COMMENT

Pursuant to Florida Statute 286.0114 (2013) the Right of Way Committee will allow public comment on any matter either identified on this meeting agenda as requiring action, or anticipated to come before the Committee for action in reasonable proximity to this meeting. Speakers shall be limited to three minutes per person and the assignment of one person's time to another or designation of group spokesperson shall be allowed at the discretion of the Committee Chairman.

3. APPROVAL OF MINUTES – June 22, 2016

Requesting approval of the 06/22/16 minutes. **Action Item.**

TAB A

4. S.R. 429 (KIZER) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 111 – Trippe Cheek, Winderweedle, Haines, et. al.

Requesting the Committee's recommendation for Board approval of the proposed settlement. **Action Item.**

TAB B

5. S.R. 429 (GGH 10, LLC) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 140 – Trippe Cheek, Winderweedle, Haines, et. al.

Requesting the Committee's recommendation for Board approval of the proposed settlement. **Action Item.**

TAB C

6. S.R. 429 (BRIDLE PATH, LLC / CHAPTER 7 DEBTOR - AHIFO-18) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 236

Trippe Cheek, Winderweedle, Haines, et. al.

Requesting the Committee's recommendation for Board approval of the proposed settlement. **Action Item.**

TAB D

7. S.R. 429 (DAVILA AND ROBLES) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 130, PARTS A & B

Trippe Cheek, Winderweedle, Haines, et. al.

Requesting the Committee's recommendation for Board approval of the proposed settlement. **Action Item.**

TAB E

***8. S.R. 429 (ORANGE COUNTY) WEKIVA PARKWAY PROJECT (PART C – TURNPIKE TO SEIDEL ROAD) – Linda Brehmer Lanosa, CFX**

Requesting the Committee's recommendation for Board approval of the proposed jurisdictional transfer from Orange County. **Action Item.**

TAB F

(CONTINUED ON PAGE 2)

***AMENDED Agenda
RIGHT-OF-WAY COMMITTEE
July 27, 2016
Page 2**

**9. S.R. 414 (CFX) MAITLAND BOULEVARD EXTENSION PROJECT / PHASE 2
(PROJECT 429-200) PARCEL 229A - PART A**

Glenn Irby, City of Apopka Administrator

TAB G

Requesting the Committee's recommendation for Board approval of the City of Apopka's request for right of way donation to allow construction of ramps connecting to Marden Road. **Action Item.**

10. OTHER BUSINESS

11. ADJOURNMENT

This meeting is open to the public.

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

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

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

Tab A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Right of Way Committee Meeting
June 22, 2016
Location: CFX Boardroom

Committee Members Present:

Sandy Minkoff, Lake County Representative, Chairman
Frank Raymond, Osceola County Representative
Robert Babcock, Orange County Representative Alternate
Laurie Botts, City of Orlando Representative
Christopher Murvin, Citizen Representative
Brendon Dedekind, Citizen Representative
Neil Newton, Seminole County Representative Alternate

CFX Staff Present at Dais:

Joseph L. Passiatore, General Counsel
Laura Kelley, Executive Director
Linda S. Brehmer Lanosa, Deputy General Counsel
Mimi Lamaute, Paralegal/Recording Secretary

Item 1: CALL TO ORDER

The meeting was called to order at 2:00 p.m. by Chairman Minkoff.

Item 2: PUBLIC COMMENT

There was no public comment.

Chairman's Comments

Chairman Minkoff reminded the Committee that the Financial Disclosure and Potential Conflict Disclosure forms are due July 1st.

Chairman Minkoff mentioned that in September the chairmanship will rotate to Orange County, in accordance with the Right of Way Committee Charter.

Item 3: APPROVAL OF MINUTES

Action: A motion was made by Mr. Murvin and seconded by Mr. Raymond to approve the May 25, 2016 Right of Way Committee meeting minutes as presented.

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

Item 4: S.R. 429 (CRABB) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 251

Mr. Shontz is seeking the Committee's recommendation for Board approval of a negotiated settlement with Gregory W. Stoner, Esquire, (the tenant's Attorney) for the attorney's fees and costs incurred in the defense of Richard Crabb's apportionment rights as tenant in Parcel 251.

Mr. Shontz provided the committee with a description and information on the taking of Parcel 251. American Finance, LLC and Richard Crabb engaged in negotiations regarding the vacation of the property by Mr. Crabb as a tenant.

On February 8, 2016, Gregory W. Stoner, Esquire, filed Crabb's Motion to Tax Attorney's Fees and Costs, providing schedules requesting taxation of attorney's fees totaling \$23,440.00 and costs totaling \$112.00. Mr. Shontz explained CFX's rationale for requesting a reduction in the fees and costs requested.

Judge Kest entered an order requiring mediation, expert witness disclosure and report prior to an evidentiary hearing on the motion. Prior to incurring the expert witness costs, mediator costs, and related additional fees, the CFX and Mr. Stoner agreed to resolve the motion for a total of \$15,000.00.

Action: A motion was made by Ms. Botts and seconded by Mr. Raymond to recommend to the Board approval of the negotiated settlement in the amount of \$15,000.00 to resolve all claims by Mr. Stoner for apportionment attorney's fees and costs.

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

Item 5: S.R. 429 (VIP PROPERTIES, LLC) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 170

Ms. Brehmer Lanosa is seeking the Committee's recommendation for Board approval of the payment of expert fees and costs as to Parcel 170. Ms. Brehmer Lanosa provided the Committee background information.

Benefit is defined as the difference between the final judgment and the last written offer made by the condemning authority before the owner hires an attorney. The monetary benefits is the difference between \$62,000 and \$15,600, or \$46,400. The statutory attorney's fee cannot be negotiated. Applying the statutory formula, the statutory attorney's fee award is \$15,312.

Counsel for the owner provided invoices from its experts, an appraiser, a market analyst, and a planner totaling \$10,820. After reviewing the invoices and the experts' files, the parties were able to reach a proposed resolution in the amount of \$8,464.50.

Action: A motion was made by Ms. Botts and seconded by Mr. Raymond to recommend to the Board approval of the payment in the amount of \$8,464.50 for expert fees and costs as to Parcel 170.

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

Item 6: S.R. 429 (KLEPZIG) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCELS 195

Ms. Brehmer Lanosa is seeking the Committee's recommendation for Board approval of the proposed negotiated settlement agreement. Ms. Brehmer Lanosa provided the Committee with the construction plans depicting how the construction impacts the property and photos of the structures on the parcel.

CFX's appraisal of the property was prepared by Christopher D. Starkey, MAI. Mr. Starkey opined the total value for the land was \$851,300. The Klepzig Family (the "Owners") retained the appraisal services of Gary M. Pendergast. Mr. Pendergast opined the total value for the land was \$2,399,100. Ms. Brehmer Lanosa explained that the biggest issues in this case involved the value of the land and severance damages.

Statutory attorney's fees based upon the Owner's initial demand is \$379,560. The expert fees and costs submitted by the Owners total \$98,133.37. The Parties at mediation reached an all-inclusive settlement all in the amount of \$1,533,000.

It was asked whether a business damages claim was filed on this Parcel. Ms. Brehmer Lanosa replied that the settlement agreement also includes business damages.

Action: A motion was made by Mr. Raymond and seconded by Ms. Botts to recommend to the Board approval of the proposed mediated all-inclusive settlement in the amount of \$1,533,000, including statutory interest and all claims related to the real estate and business damages, severance damages, attorney's fees and litigation costs, expert fees and costs for Parcel 195.

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

Item 7: S.R. 429 (GROSSENBACHER) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 104/804

Ms. Haylee O'Dowd with Winderwee, Haines, Ward & Woodman, P.A. introduced Richard Weinman and requested the Committee's recommendation for Board approval of the proposed settlement with Robert M. Grossenbacher, Scott Grossenbacher and Todd Grossenbacher individually and as co-personal representatives of the Estate of John C. Grossenbacher, Carolyn Ditch, Mary K. Frisbie, and Elizabeth G. Townsend (the "Owners"). Ms. O'Dowd provided the Committee with a description and the background of the parcel.

CFX retained the appraisal services of Richard MacMillan of the Appraisal Group of Central Florida, Inc. Mr. MacMillan opined the total value of the taking is \$338,000, with the Value of the Part Taken at \$243,100, Severance Damages at \$67,000, and Cost to Cure at \$27,900.

The Owners retained the appraisal services of Gary Pendergast, MAI of Florida Real Estate Analysts, Inc. Mr. Pendergast opined the total value of taking is \$732,700 (Value of the Part Taken \$500,400, Severance Damages \$200,700, and Cost to Cure \$31,600).

The Owners have also submitted experts' invoices in the amount of \$45,523. CFX's expert fees in this case totaled \$78,095.

Mediation was conducted on June 3, 2016, which resulted in an all-inclusive proposed settlement of \$616,500. The Settlement Agreement does not allocate the proposed settlement amount among the experts, attorney and landowner.

Action: A motion was made by Mr. Murvin and seconded by Mr. Raymond to recommend to the Board approval of the proposed settlement agreement in the amount of \$616,500 in full settlement of all claims for compensation, including statutory and supplemental attorney's fees and costs, and all experts' fees and costs for Parcels 104/804.

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

Item 8: S.R. 429 (HAMPTON) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 143 (PARTS A, B & C)

Ms. O'Dowd is requesting the Committee's recommendation for Board approval of a proposed settlement. She provided the Committee with a description and the background of the parcel.

Parcel 143 is considered a "hiatus parcel" and contains an area of 0.322-acres. The owner of record is Paul Hampton. As a hiatus parcel, it was likely intended to be purchased as part of a larger parcel through a Quit Claim transaction from Hang Ju & Ynon Sup Chon on November 21, 1997 for a price of \$200,000. CFX retained the appraisal services of Steven Matonis of Integra Realty. Mr. Matonis concluded a fee simple market value estimate of \$9,660. Mr. Matonis opined that the existing use of the subject parcel as a

right-of-way for Yothers Road encumbers approximately 95% of the fee owner's bundle of rights. Mr. Matonis used the Across-the-Fence methodology to determine the value of the strip.

Negotiations with the landowner have resulted in a proposed settlement of \$1,000. The landowner is not submitting a claim for attorney fees or expert fees in this case and there are no expert fees or cost for this parcel.

Action: A motion was made by Ms. Botts and seconded by Mr. Raymond to recommend to the Board approval of the proposed settlement agreement in the amount of \$1,000 to resolve the fee taking for Parcel 143.

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

Item 9: OTHER BUSINESS

No other business was discussed.

Item 10: ADJOURNMENT

Mr. Minkoff adjourned the meeting at approximately 2:27 p.m.

Minutes approved on _____, 2016.


Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, FL 32807.

Tab B

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 Right of Way Committee

FROM: James Edward Cheek, III, Right of Way Counsel 
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: July 13, 2016

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 111
Recommendation for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation for Board approval of a settlement for Parcel 111 (the "Taking" or "Property"), which was acquired by condemnation for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Court entered a Stipulated Order of Taking for this parcel on September 19, 2014.

DESCRIPTION and BACKGROUND:

The subject property is a 4.106 acre parcel located along the west side of Plymouth Sorrento Road, just south of Schopke Road, in Apopka, Florida. The property is owned by Robert G. Kizer, Preston B. Kizer Jr., and Martha W. Kizer ("Landowners"), who acquired the property in 1986 and currently reside on the property. CFX is acquiring .245 acres from the southwest corner for road improvements (Parcel 111), and .167 acres for a permanent utility easement in the northwest portion of the site (Parcel 811). The property is improved with a 1726 square foot single family residence, two storage buildings (about 4,000 square feet and 600 square feet), and other related residential and agricultural improvements.

The proposed road project will include construction of a water retention pond in the depressional area at the rear of the subject property and construction of a four-lane, limited access roadway. A bridge will be constructed above the retention pond. The roadway elevation in this area will be 18 to 20 feet above the grade of the residence. After the taking, the rear of the residence will be approximately 355 feet from the new limited access right of way (water retention area) and 455 feet from the main line of the Wekiva Parkway.

VALUATION:

CFX retained the services of David Hall of Bullard, Hall & Adams, Inc., to appraise the property. Mr. Hall determined that the highest and best use of the property was for continued

residential use consistent with the current improvements. Mr. Hall considered three comparable sales from 2011-2012, with per acre values between \$18,000 to \$30,000. Mr. Hall ultimately reconciled on a value of **\$30,000 per acre** for the property in the before condition, or \$123,180 for the parent tract and **\$15,500** for the land taken. He determined that the improvements on the property were worth \$198,500, for a total parent tract value of \$321,700. After considering the proximity of the residence to the expressway improvements, Mr. Hall damaged the remainder **land by 50%**, and the remainder **improvements by 15%**, for a total damage amount of **\$84,700**. Mr. Hall also found a minor cost to cure of \$1,700 to reestablish fencing in the area of the taking. Mr. Hall's valuation conclusions are summarized as follows:

Value of the Part Taken	\$15,500
Severance Damages	84,700
Cost to Cure	<u>1,700</u>
CFX's Compensation Estimate	\$101,900

The Landowners' appraiser, Richard Dreggors, preliminarily opined that the property was worth **\$35,000 per acre**, and that both the land *and* the improvements were damaged by **50%**. The Landowners also claimed that CFX's contractors improperly trespassed on their remaining property and removed four trees outside the taking area. The Landowners valued the trespass action at \$15,000, and the lost trees at \$10,000. While Mr. Dreggors did not complete a final appraisal for this parcel, he did complete appraisals for the adjoining properties: Parcel 112 and 113. In those parcels, he opined that the value of the property was \$70,000 per acre, or \$100,000 per acre if it had better access to Plymouth Sorrento Road (which Parcel 111 has). Mr. Dreggors' rural residential homesite values were between \$41,000 - \$49,000 per acre, and severance damages on Parcel 112 were 50% for the land and 60% for the improvements. As no appraisal was completed by the Landowners for this Parcel, the following settlement proposal is a result of direct negotiations with Landowners' counsel.

EXPERT AND ATTORNEY FEES / SETTLEMENT PROPOSAL:

The Landowners have agreed to accept the following settlement proposal to compensate them for both the taking and any tree loss / trespass claims:

Eminent domain claim/trespass/loss of trees	\$195,000
Expert Fees	5,000
Attorneys fees (Kurt Bauerle)	<u>30,723</u>
Total Settlement Proposal	\$230,723

The Landowners' expert, Richard Dreggors, incurred fees of \$6,500, but agreed to accept **\$5,000**.

CFX incurred expert fees in the amount of \$10,260.00 from David Hall and \$625.00 from John Speer, for a total of **\$10,885** in expert fees.

The Landowners' attorney, Kurt Bauerle, has agreed to accept statutory attorneys fees based on betterment in the amount of **\$30,723**.

CFX previously deposited \$101,900 into the court registry as its good faith estimate of value. A settlement in the amount of \$230,723 would require CFX to deposit an additional sum of \$128,823. Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowners' compensation as provided by §73.091 and §73.092, Florida Statutes. Acceptance of the proposal will eliminate further risk and expenses for CFX in this eminent domain case, and resolve a potential trespass and tree loss lawsuit.

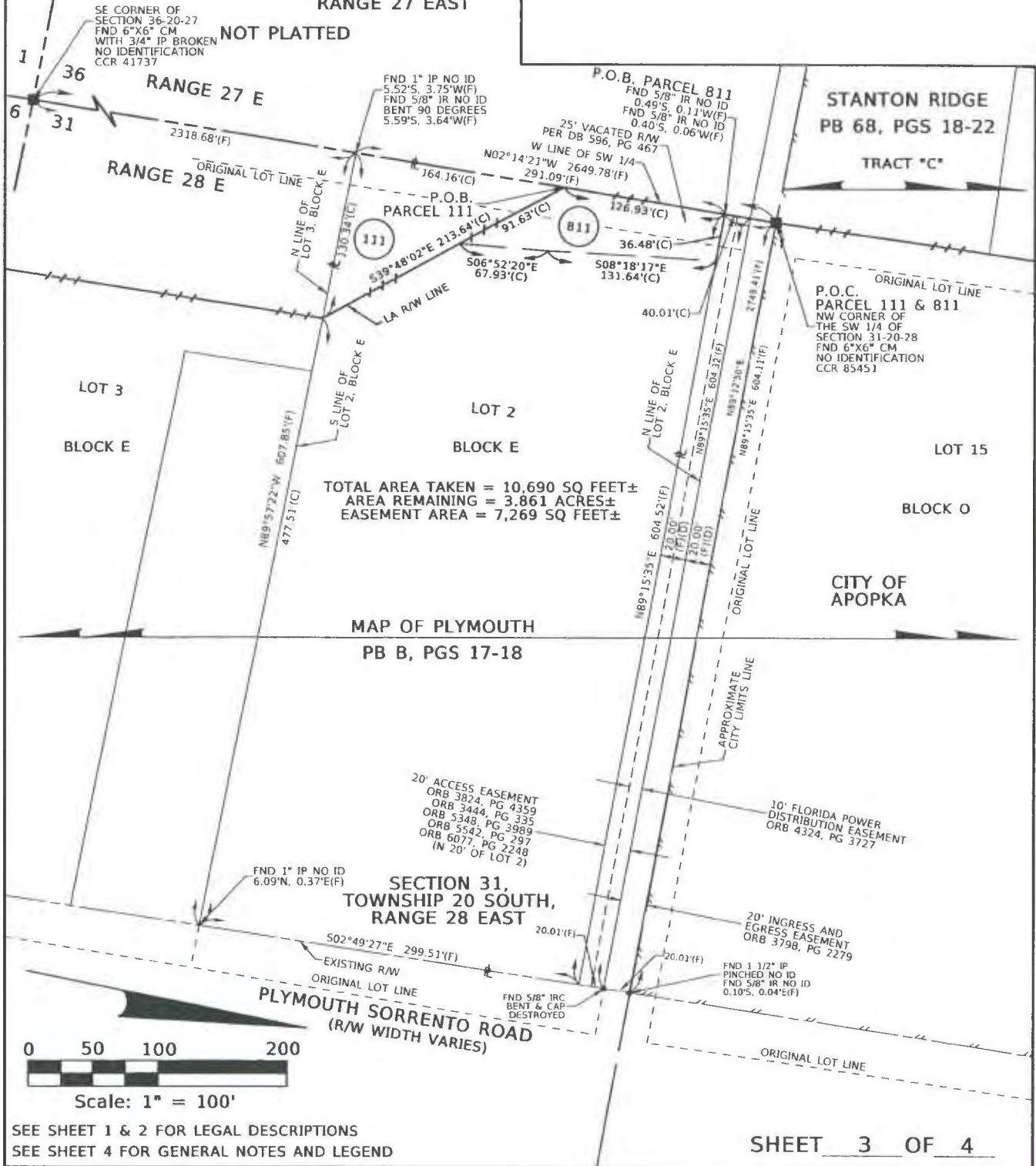
RECOMMENDATION:

The undersigned counsel respectfully requests that the Right of Way Committee recommend CFX Board approval for settlement in the amount of \$230,723 to fully resolve the Landowners' claims in Parcel 111, inclusive of attorney's fees and expert fees and costs.

ATTACHMENTS:

Sketch of Property

SKETCH OF DESCRIPTION SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST




FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 111 & 811

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

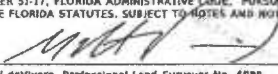

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	NO.	= NUMBER
(F)	= FIELD	ORB	= OFFICIAL RECORDS BOOK
CCR	= CERTIFIED CORNER RECORD	±	= PROPERTY LINE
CM	= CONCRETE MONUMENT	PB	= PLAT BOOK
DB	= DEED BOOK	PG	= PAGE
FND	= FOUND	PGS	= PAGES
ID	= IDENTIFICATION	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IR	= IRON ROD	R/W	= RIGHT OF WAY
IRC	= IRON ROD AND CAP	SQ	= SQUARE

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 EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 02°14'21" 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 OCTOBER 09, 2012, FILE NO. 2037-2832903, 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 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

REVISED PER COMMENTS	PMM	01/27/2014	<small>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 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</small>  2-5-2014 <small>H. Paul deVivero, Professional Land Surveyor No. 4990</small> <small>DATE</small>
ADDED PARCEL 811	PMM	12/23/2013	
REVISED PER COMMENTS	PMM	05/29/2013	
REVISED PER COMMENTS	PMM	04/03/2013	
REVISION	BY	DATE	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY			
DATE: FEBRUARY 14, 2013			
PROJECT NO.: H20-01			
DRAWN: PMM CHECKED: JMS			
STATE ROAD 429 OOCEA PROJECT NO. 429-202 PARCEL NO. 111 & 811			 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 SOUTH INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 LAND SURVEYOR BUSINESS LICENSE NO. 6556



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Right of Way Committee Meeting July 27, 2016
Recommendation for Approval of Settlement
S.R. 429 Wekiva Parkway
Project 429-202
Parcel 111



Central Florida Expressway Authority
Right of Way Committee
July 27, 2016

**Recommendation for Approval of
Settlement in the Amount of \$230,723**

**S.R. 429 Wekiva Parkway
Project 429-202
Parcel 111**

Parent Tract & Taking





The Property





The Trees





Settlement Proposal

PARCEL 111	SETTLEMENT PROPOSAL (ESTIMATED BREAKDOWN)
Compensation to Owner	\$195,000
Expert Fees	\$5,000
Attorney's fees (statutory betterment)	<u>\$30,7231</u>
Total Settlement	\$230,723



RECOMMENDATION


We respectfully request that the Right of Way Committee recommend CFX Board approval of the settlement in the amount of \$230,723 for Parcel 111.

Tab C

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 Right of Way Committee

FROM: James Edward Cheek, III, Right of Way Counsel 
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: July 13, 2016

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 140
Recommendation for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation of Board approval of a settlement for Parcel 140 (the "Taking" or "Property"), which was acquired by condemnation for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Court entered a Stipulated Order of Taking for this parcel on May 15, 2014.

DESCRIPTION and BACKGROUND:

This case involves the partial taking of unimproved property owned by GGH 10, LLC ("Landowner"), located at 3100 Bailey Hill Road, Apopka, Florida, approximately ¼ mile west of Plymouth Sorrento Road. The subject is a 10.633 acre, irregularly-shaped lot located in unincorporated Orange County, Florida. CFX is acquiring approximately half of the property.

The property is a vacant piece of land that had previously been excavated by the Acme Recycling Corporation and used for a clay pit, and then subsequently as a land clearing debris disposal facility. Soil borings from a level 2 contamination impact assessment indicate landfill debris (mostly wood, tree trunks, asphalt, tires and concrete) between two and eight feet deep covering most of the property, except for an area of approximately half an acre in the southeast corner of the parcel. It appears that there is no physical access to the property, as Bailey Hill Road ends approximately 600 feet east of the southeast corner of the property. The Landowner would therefore have to rely on obtaining either an implied easement or statutory easement of necessity across adjoining property.

CFX initially retained the services of Craig Ebaugh with Bledsoe & Ebaugh, LLC, to appraise the property. Mr. Ebaugh concluded that, due to the subject's marginal land characteristics and lack of physical access, development potential was questionable. He therefore utilized three comparable sales of similarly marginal land that had values between \$4,000 - \$6,000 per acre, and reconciled on a value of **\$5,000 per acre**. This resulted in a total compensation

estimate of **\$30,400**, which is the amount deposited into the court registry as CFX's good faith estimate of value.

For trial purposes, CFX subsequently retained the appraisal services of Chad Durrance of Durrance & Associates to update the appraisal to the date of taking. Mr. Durrance considered additional cost information to remediate the site and to acquire and construct access to the site, including removal of a much greater amount of debris than was originally estimated. Mr. Durrance similarly concluded that the property had limited development potential, and identified comparable sales ranging in value from \$2,000 - \$5,000 per acre. Mr. Durrance determined that the property would be worth \$4,000 per acre if it had access. However, due to uncertainty of access and the costs associated with establishing and constructing access, he determined that the property was worth **\$500 per acre**, for a total parent tract value of \$5,000. Mr. Durrance's compensation estimate is summarized as follows:

Value of Part Taken (4.943 acres)	\$2,500.00
<u>Severance Damages to Remainder (5.6 acres)</u>	<u>\$1,500.00</u>
Total Compensation	\$4,000.00

The Landowner has retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined that the highest and best use of the subject is for a single residential homesite, to be constructed on the half-acre of allegedly developable property located in the southeast corner (where they opine that an implied easement exists). Mr. Dreggors considers five comparable sales that range in size from 3 acres to 11 acres, all of which had access and contained all useable uplands. The properties sold for between \$23,000-\$49,000 per acre. Mr. Dreggors reconciles on a value of **\$30,000 per acre**, for a total parent tract value of \$318,900.

In the after condition, the Landowner contends that the remainder will be left land-locked, as access to the purported implied easement over the adjoining property will be cut-off by the expressway. Furthermore, the entire half-acre of allegedly developable property is located within the taking, leaving only non-developable property in the remainder. Mr. Dreggors' compensation estimate is summarized as follows:

Value of Part Take	\$148,200
<u>Severance Damages to Remainder</u>	<u>\$167,500</u>
Total Compensation	\$313,900

SETTLEMENT PROPOSAL and EXPERT FEES:

Mediation was conducted on April 12, 2016 without a successful resolution. This ROW Committee previously approved an Offer of Judgment in the amount of \$50,000 to resolve this case, exclusive of fees and costs. On July 6, 2016, Landowner served CFX with a "Reverse" Offer of Judgment in the amount of \$99,999.99 (the maximum allowed pursuant to Florida Statute §73.032(3)), exclusive of fees and costs. A Reverse Offer of Judgment entitles the Landowner's attorney to recover fees pursuant to §73.092(2), which considers an attorney's time spent in the case, as well as other equitable factors, as opposed to recovery based on a percentage of the benefit obtained. This case was scheduled to go to trial during the September 12, 2016 trial docket, but

has been continued pending this outcome of this Committee's decision on the proposed settlement offer.

The Landowner submitted expert invoices in the following amounts:

Appraiser (Richard Dreggors)	\$41,143.00
Land Planner (Ed Williams)	7,075.00
Land Planner (Jim Hall)	15,193.00
Real Estate Expert (Ross Payne)	6,400.00
<u>Engineer (Glena Morris)</u>	<u>34,109.00</u>
Total	\$103,920.00

CFX's experts submitted the following invoices:

Appraiser (Chad Durrance)	\$25,816.50
Appraiser (Craig Ebaugh)	8,900.00
Real Estate Expert (Ted Estes)	16,675.00
<u>Engineer (Leland Moree)</u>	<u>5,864.50</u>
Total	\$57,256.00

After further negotiations, the Landowner has agreed to resolve this case "all-in" for \$199,999. While this is an all-inclusive settlement, an estimated break-down of this settlement proposal is included for informational purposes:

Compensation to Landowner	\$99,999.00
Expert Fees	77,032.33
<u>Attorneys fees (based on betterment)</u>	<u>22,967.67</u>
Total	\$199,999.00

CFX previously deposited \$30,400 into the court registry as its good faith estimate of value. A settlement in the amount of \$199,999 would require CFX to deposit an additional sum of \$169,599. Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowner's compensation as provided by §73.091 and §73.092, Florida Statutes. Acceptance of the proposal will eliminate further risk associated with a Reverse Offer of Judgment, as well as expenses related to a jury trial.

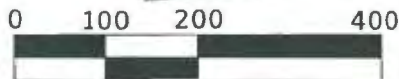
RECOMMENDATION:

The undersigned counsel respectfully requests that the Right of Way Committee recommend CFX Board approval of a settlement in the amount of \$199,999, inclusive of attorneys fees and costs, to resolve the Landowner's interest in Parcel 140.

ATTACHMENTS:

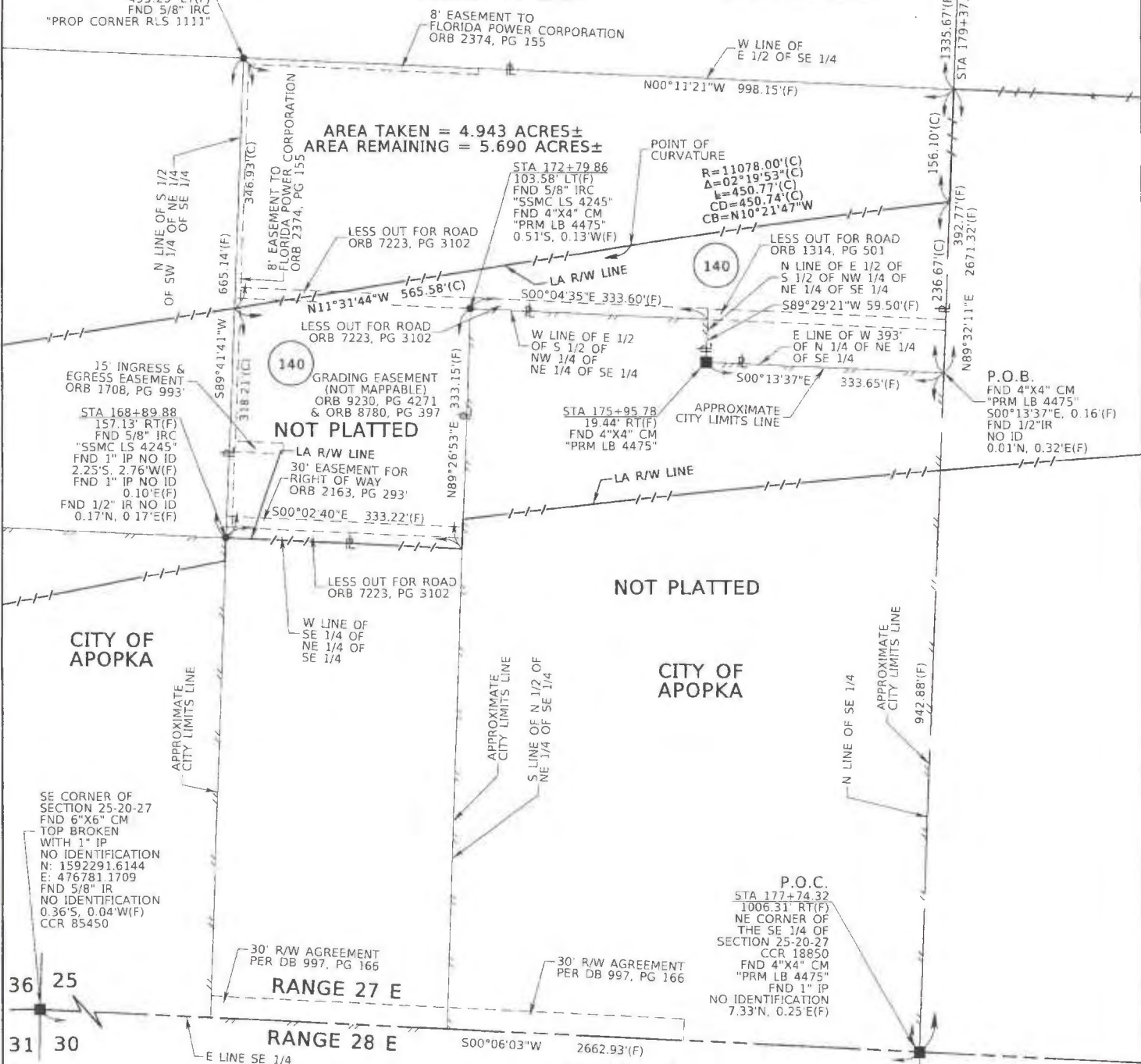
Sketch of Property

SKETCH OF DESCRIPTION



Scale: 1" = 200'

SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST



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

SECTION 30, TOWNSHIP 20 SOUTH, RANGE 28 EAST

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MARCH 14, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 140



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

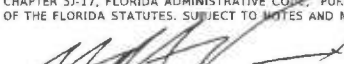

(C)	= CALCULATED	L	= LENGTH
(F)	= FIELD	LA	= LIMITED ACCESS
CB	= CHORD BEARING	LT	= LEFT
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CD	= CHORD DISTANCE	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
Δ	= DELTA (CENTRAL ANGLE)	PG	= PAGE
DB	= DEED BOOK	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	R	= RADIUS
IP	= IRON PIPE	RT	= RIGHT
IR	= IRON ROD	R/W	= RIGHT OF WAY
IRC	= IRON ROD AND CAP	STA	= STATION

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 EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 00°06'03" 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 FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED SEPTEMBER 15, 2013, ORDER NO. 4378014, 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

UPDATED TITLE WORK		PMM	10/07/2013	<small>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 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</small>  H. Paul deVivero, Professional Land Surveyor No. 4990 10-7-2013 DATE
REVISED PER COMMENTS		PMM	06/20/2013	
REVISED PER COMMENTS		PMM	05/09/2013	
REVISION		BY	DATE	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429 OOCEA PROJECT NO. 429-202 PARCEL NO. 140		 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
DATE: MARCH 14, 2013				
PROJECT NO.: H20-01				
DRAWN: PMM CHECKED: JMS				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY



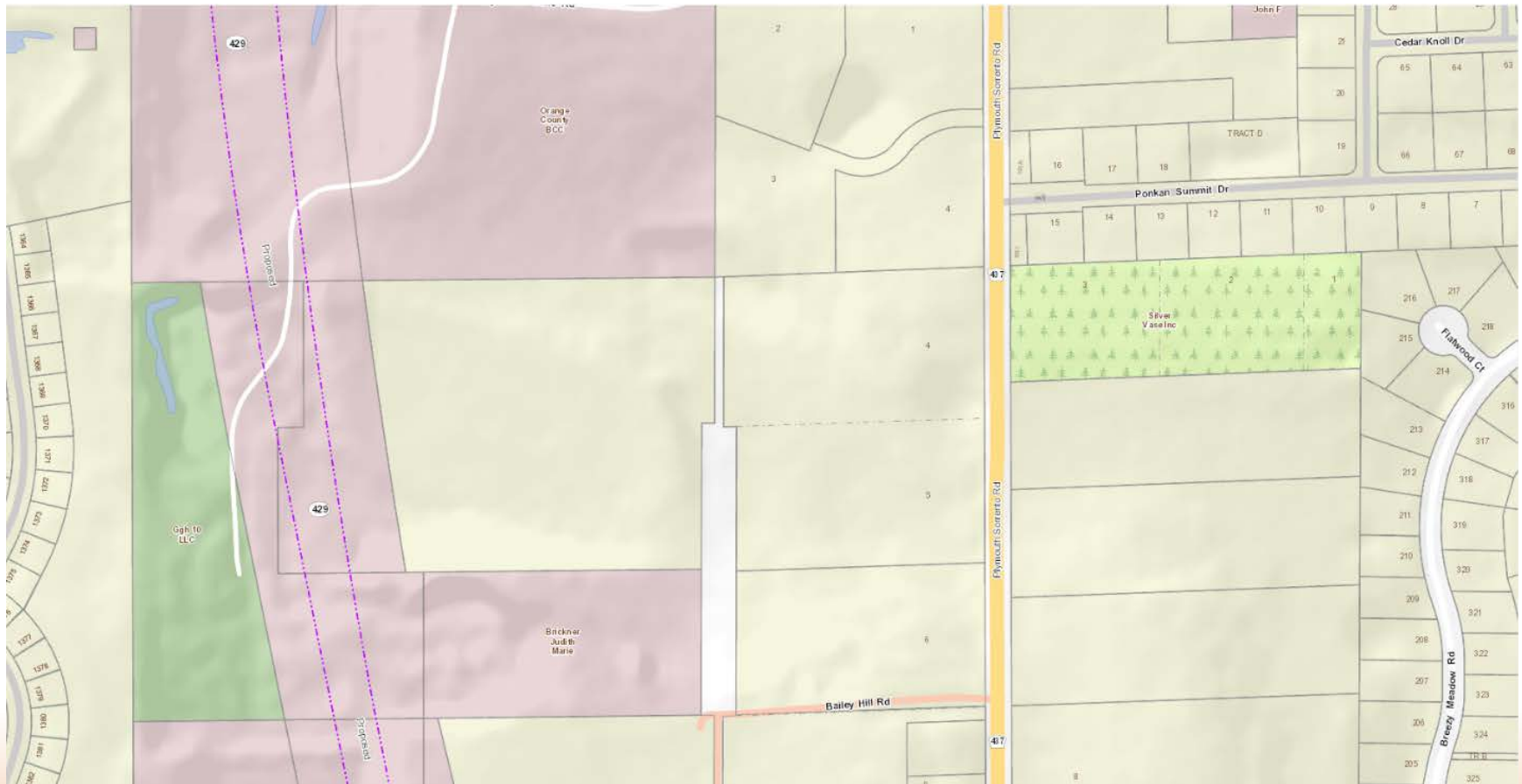


Central Florida Expressway Authority
Right of Way Committee
July 27, 2016

**Recommendation for
Approval of Settlement**

**S.R. 429 Wekiva Parkway
Project 429-202
Parcel 140**







**SUBJECT PROPERTY
REMAINDER**



Appraisal Comparison

PARCEL 140	CFX	GGH 10, LLC
Value of Parent Tract (10.633 acres)	\$5,000	\$318,900
Part Taken (4.943 acres)	\$2,500	\$148,200
Price per acre	\$500	\$30,000
<u>Severance Damages</u>	<u>\$1,500</u>	<u>\$165,700</u>
Total Compensation	\$4,000	\$313,900



Settlement

PARCEL 140	REQUESTED BY OWNER	SETTLEMENT PROPOSAL (ESTIMATED BREAKDOWN)
Compensation to Owner	\$313,900.00	\$99,999.00
Expert Fees	\$103,920.00	\$77,032.33
<u>Attorney's fees (statutory betterment)</u>	<u>\$90,875.00</u>	<u>\$22,967.67</u>
Total	\$508,695.00	\$199,999.00



RECOMMENDATION


We respectfully request that the Right of Way Committee recommend CFX Board approval of settlement in the amount of **\$199,999.00** for Parcel 140.

Tab D

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 Right of Way Committee

FROM: James Edward Cheek, III, Right of Way Counsel 
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: July 13, 2016

RE: S.R. 429 Wekiva Parkway, Project 429-204; Parcel 236
Recommendation for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation for Board approval of a settlement for Parcel 236 (the "Taking" or "Property"), which was acquired by condemnation for the construction of the S.R. 429 Wekiva Parkway, Project 429-204. The Court entered a Stipulated Order of Taking for this parcel on May 30, 2014.

DESCRIPTION and BACKGROUND:

The subject property is a 71.32 acre parcel located along the west side of Plymouth Sorrento Road, north of Kelly Park Road. CFX is acquiring 11.43 acres for a four-lane divided expressway with an elevated interchange immediately north of the property with a ramp to State Road 453. The taking bisects the remainder, leaving a 51 acre east remainder with frontage on Plymouth Sorrento Road, and an 8.6 acre west remainder with no legal access.

The property is improved with two single family homes, various equestrian improvements, internal roadways and perimeter fencing. The largest home contains 6,305 square feet, and is located within the taking area. The second home contains 3,242 square feet and is located outside of the taking. The equestrian improvements include a 14,000 square foot stable, open storage barn, hay storage building and two stud barns.

HISTORY of the PROPERTY:

At the time of the taking, the property was owned by Bridle Path, LLC. Bridle Path acquired an undivided 45% interest in the parent tract on November 12, 2004 for \$1,600,000, and acquired the remaining 55% interest on August 15, 2005 for \$3,150,000 (according to document tax stamps on the deeds). The property was approved for planned development known as Bridle Path PD, which contemplated construction of 29 single-family homes in an equestrian community. The owner invested over \$1,750,270 to develop the property. In December 2005, Bridle Path

entered into a Letter of Intent with Brownstone Builders to develop the first “smart home” community in the United States and which would feature Nextgen (next generation) homes. Allegedly, sometime in April of 2006, Brownstone and its partners became aware of the proposed alignment of the Wekiva Parkway and withdrew their Letter of Intent. On February 23, 2007, Bridle Path mortgaged the property to AHIFO-18, LLC for \$5,200,000 (principle amount). On May 4, 2011, Bridle Path initiated an inverse condemnation action against CFX claiming that the property was effectively taken in June of 2007, when the Expressway Authority started showing the Wekiva Parkway alignment on maps running through Bridle Path’s PUD. The inverse claim was subsequently dismissed after initiation of the instant eminent domain action. Bridle Path ultimately filed bankruptcy (initially under Chapter 11, and currently under Chapter 7). AHIFO-18, Bridle Path’s creditor, was the successful bidder at the foreclosure sale and currently owns the property.

VALUATION:

CFX retained the services of Walter Carpenter of Pinel & Carpenter, Inc., to appraise the property. Mr. Carpenter determined that the highest and best use of the property was for a residential subdivision and considered four comparable sales and one listing agreement with similar highest and best uses. The values of these sales ranged from about \$20,000 to \$79,000 per acre. Mr. Carpenter reconciled on a value of **\$60,000 per acre**. In addition, Mr. Carpenter valued the 6,305 square foot home located within the taking area at \$200,000. This results in a total parent tract value of \$4,279,200.

Mr. Carpenter assessed severance damages of 15% to the eastern remainder property (about 51 acres) as a result of proximity to the expressway, which will be elevated 18-40 feet above the existing elevation of the remainder. In addition, 45 foot-tall light poles will be installed adjacent to the travel lanes at 200 foot intervals along the entire length of the east and west remainders. He damaged the western remainder (about 8.6 acres) by 85%, since this parcel will be landlocked after the taking. Mr. Carpenter’s total compensation estimate is summarized as follows:

Value of the Part Taken – (11.431 acres)	\$685,900
Value of home taken	200,000
Severance Damages	900,200
Cost to Cure	5,500
CFX’s Compensation Estimate	\$1,791,600

The Landowner retained the appraisal services of Richard Dreggors, of Calhoun, Dreggors & Associates, Inc., who similarly determined that the subject property had a highest and best use as a residential subdivision. He considered three comparable sales that ranged in value from about \$75,000-\$109,000 per acre, and reconciled on a value of **\$80,000 per acre**. He valued the single family residence located within the taking area to be worth \$719,400. This results in a total parent tract value of \$6,425,000. Mr. Dreggors found 40% severance damages to the eastern remainder due to proximity of the beltway, and about 95% damages to the western remainder because it will not have access in the after condition.

The Landowner’s valuation estimate is summarized as follows:

Value of the Part Taken – (11.431 acres)	\$914,500
Value of home taken	719,400
<u>Severance Damages</u>	<u>2,309,200</u>
Landowner's Compensation Estimate	\$3,943,100

EXPERT AND ATTORNEY FEES / SETTLEMENT PROPOSAL:

The Landowner has submitted expert invoices in the amount of \$48,067.50, as summarized below:

Richard Dreggors (Appraiser)	\$30,380
Tipton and Associates	2,475
PSG Construction	8,900
<u>Vanassee Hangen Brustlin, Inc.</u>	<u>6,313</u>
Total	\$48,068

The Landowner's experts have agreed to accept a total of \$43,261 to resolve their fees and costs. CFX's expert fees in this case totaled \$40,938.75, as summarized below:

Walter Carpenter (Appraiser)	\$26,804
<u>McIntosh and Assoc. (Engineer/Land Planning)</u>	<u>14,135</u>
Total	\$40,939

Mediation was conducted on July 30, 2014, which resulted in an impasse. Subsequent negotiations resulted in a settlement whereby the Landowner agreed to accept **\$2,999,995.00**, to resolve this case, plus attorneys and expert fees and costs. This agreement was initially reached with Bridle Path, LLC, represented by Kurt Bauerle, and then put on "hold" during the bankruptcy proceedings. AHIFO-18 has agreed to accept this negotiated settlement, and has indicated that any further proceedings or negotiations would be handled through new counsel and, most likely, new experts. A summary of the proposed settlement agreement is as follows:

Compensation to Landowners	\$2,999,995
Statutory Attorney's fees (Kurt Bauerle)	311,679
<u>Expert fees</u>	<u>43,261</u>
Total Settlement	\$3,354,939

CFX previously deposited \$1,791,600 into the court registry as its good faith estimate of value. A settlement in the amount of \$3,354,939 would require CFX to deposit an additional sum of \$1,560,597. Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowner's compensation as provided by §73.091 and §73.092, Florida Statutes. Acceptance of the proposal will eliminate further risk and expenses for CFX in this case, especially considering the uncertainty of a new and potentially higher claim should AHIFO-18 seek new counsel and expert reports.

RECOMMENDATION:

The undersigned counsel respectfully requests that the Right of Way Committee recommend CFX Board approval for settlement in the amount of \$3,354,939 to fully resolve the Landowners' interests in Parcel 236, inclusive of attorney's fees and expert fees and costs.

ATTACHMENTS:

Sketch of Property

PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

[illegible]

SCALE:
1" = 400'

C = CALCULATED
 CCR = CERTIFIED CORNER RECORD
 CB = CHORD BEARING
 CM = CONCRETE MONUMENT
 F = FIELD
 FND = FOUND
 ID = IDENTIFICATION
 IPC = IRON PIPE W/CAP
 IR = IRON ROD
 IRC = IRON ROD W/CAP
 L = LENGTH
 LA = LIMITED ACCESS
 LB = LICENSED BUSINESS
 LS = LAND SURVEYOR
 OR = OFFICAL RECORDS
 PB = PLAT BOOK
 PG = PAGE
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 PL = PROPERTY LINE
 R = RADIUS
 RGE = RANGE
 RAW = RIGHT OF WAY
 SEC = SECTION
 TB = TANGENT BEARING
 TWP = TOWNSHIP
 W/ = WITH
 Δ = CENTRAL ANGLE

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED APRIL 19, 2012, FILE NO. 2037-2727309 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

OOCEA PROJECT NO: 429-204

URS CORPORATION
315 E. ROBINSON STREET
SUITE 245
ORLANDO, FL 32801-1949
PH (407) 422-0353
LICENSED BUSINESS NO. 6839

SHEET: 2 OF 2



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Right of Way Committee Meeting July 27, 2016
Recommendation for Approval of Settlement
S.R. 429 Wekiva Parkway
Project 429-204
Parcel 236



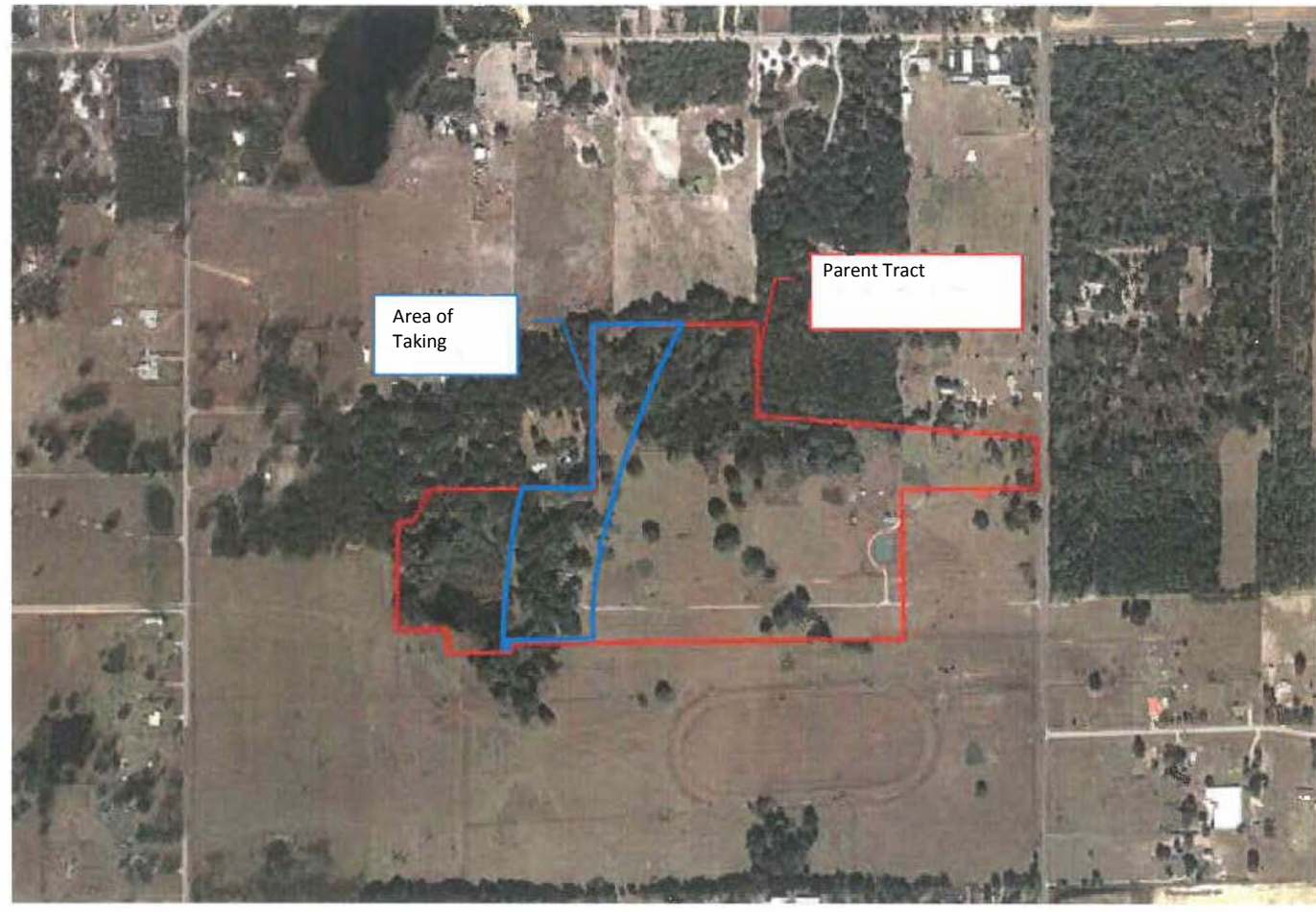
Central Florida Expressway Authority
Right of Way Committee
July 27, 2016

**Recommendation for Approval of
Settlement in the Amount of \$3,354,939**

**S.R. 429 Wekiva Parkway
Project 429-204
Parcel 236**



Aerial Photograph





The Property





The Residence



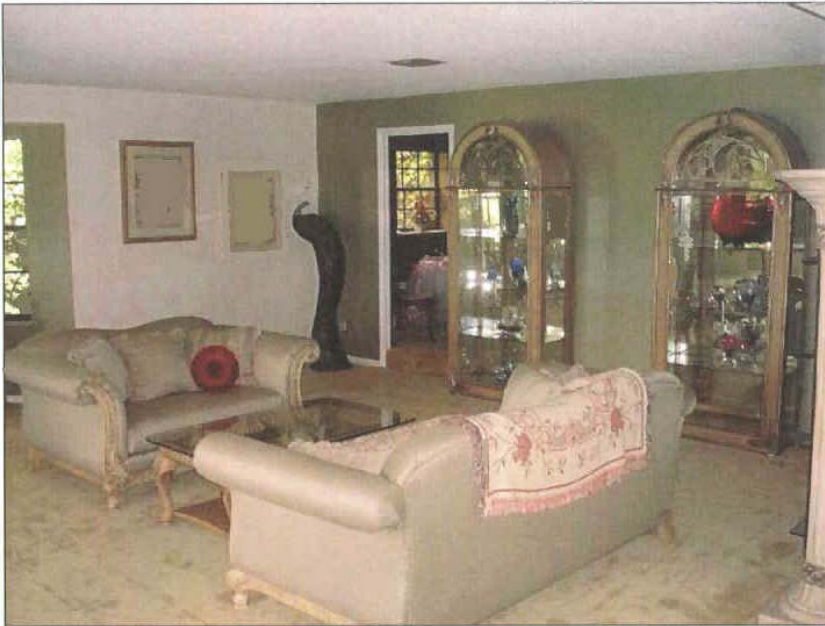


Interior of Residence





Interior





Appraisal Comparison

PARCEL 236	CFX	LANDOWNERS
Value of Parent Tract (71.32 Acres)	\$4,279,200	\$6,425,000
Value of Land Taken (11.431 Acres)	685,900	914,500
Value of the Improvements Taken (6,305 sq ft home)	200,000	719,400
Price per acre	\$60,000	\$80,000
Severance Damages	\$900,200	\$2,309,200
<u>Cost to Cure</u>	<u>\$5,500</u>	<u>0</u>
TOTAL OWNER'S COMPENSATION	\$1,791,600	\$3,943,100



Settlement Proposal

PARCEL 236	OWNER'S CLAIMS	SETTLEMENT PROPOSAL (ESTIMATED BREAKDOWN)
Compensation to Owner	\$3,943,100	\$2,999,995
Expert Fees	\$48,068	\$43,261
<u>Attorney's fees (statutory betterment)</u>	<u>\$500,000</u>	<u>\$311,679</u>
Total	\$4,491,168	\$3,354,939



RECOMMENDATION


We respectfully request that the Right of Way Committee recommend CFX Board approval of the settlement in the amount of \$3,354,939 for Parcel 236.

Tab E

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 Right of Way Committee

FROM: James Edward Cheek, III, Right of Way Counsel 
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: July 18, 2016

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 130 Part A and B
Recommendation for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation of Board of a settlement for Parcel 130. CFX filed its eminent domain action on June 16, 2014. The Court entered an Order of Taking on August 12, 2014.

DESCRIPTION and BACKGROUND:

Parcel 130 involves a relatively small strip taking for the purpose of improving Yothers Road. The subject property is located along the north side of Yothers Road, approximately 1,000 feet west of its intersection with Plymouth Sorrento Road, in unincorporated Orange County, Florida. The parent tract contains 4.4548 acres of land area. The Parcel 130 acquisition is a rectangular shaped taking of approximately .1928 acres of land. The taking is located in the southwest portions of the subject property and is comprised of approximately .0773 acres of unencumbered land area and approximately .1155 acres of land area located within the Yothers Road right-of-way.

CFX retained the services of Mr. Stephen J. Matonis with Integra Realty Resources to appraise the property. The subject property is improved with a 1,626 square foot single family residence that was built in 1976, two manufactured homes containing 720 and 672 square feet of heated area, a warehouse, and other supporting site improvements. Mr. Matonis notes that the subject property is zoned ZIP (Zoning-In-Progress) by the City of Apopka. Mr. Matonis concludes that the highest and best use, as improved, is for interim rental of the improvements until the demand for residential development of the site is warranted.

The comparable land sales reflect a range of value of \$28,800 to \$39,849 per acre of land area. Mr. Matonis concluded to a fee simple market value estimate of \$32,000 per acre, or \$135,225 for the total parent tract land value. The contributory value of the improvements was estimated to be \$51,800. This resulted in an estimated market value conclusion for the parent tract of \$193,025. The value of the land taken was estimated to be \$2,659, and the contributory

value of the improvements in the taking were estimated to be \$6,000. Minor site improvements in the taking included an access drive to the subject residences and chain link fencing with three-strand barbed wire. Mr. Matonis developed a minor net cost to cure at \$4,900.

The subject taking does not directly impact any of the building improvements. However, due to the remainder's adjacency to the limited access right of way line in the after condition, Mr. Matonis opined that the land and improvements were damaged by 10%, or \$27,301. These valuation conclusions are summarized as follows:

Value of Part Taken (land and improvements)	\$ 8,659
Damages to Remainder (10%)	\$27,301
Cost to Cure	\$ 4,900
<hr/>	
Total Compensation	\$40,860

“REVERSE” OFFER OF JUDGMENT

On July 14, 2016, the Landowners, through their attorney Raymer Maguire, served a “Reverse” Offer of Judgment to settle this case in the amount of \$62,500, exclusive of attorneys fees and costs. A Reverse Offer of Judgment entitles the Landowner’s attorney to recover fees pursuant to §73.092(2) if the jury returns a verdict equal or greater than the amount of the offer. This section of the statute awards fees based on an attorney’s time spent in the case, as well as other equitable factors, as opposed to an award based on a percentage of the benefit obtained.

The Landowner has submitted expert invoices in the amount of \$13,649.00, as set forth below:

Gary Pendergast (Appraiser)	\$2,070.00
VHB/Jim Hall (Land Planner)	4,279.68
MEI Civil /Dan Morris (Engineer)	3,100.13
Ed Williams	3,875.00
JTS Tech	325.20
<hr/>	
Total	\$13,649.01

These experts have agreed to accept \$12,284.00 to resolve their fees.

CFX has incurred fees in the amount of \$6,500 for the real estate appraisal services of Integra Realty Resources.

Mr. Maguire has agreed to accept attorneys fees based on statutory betterment in the amount of \$7,141 ($\$62,500 - \$40,860 = \$21,640 \times 33\%$).

The total settlement proposal is summarized as follows:

Compensation to the Landowner	\$62,500
Expert fees	12,284
Attorneys fees	7,141

Total Settlement Amount	\$81,925
--------------------------------	-----------------

CFX previously deposited \$40,860 into the court registry as its good faith estimate of value. A settlement in the amount of \$81,925 would require CFX to deposit an additional sum of \$41,065. Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowner's compensation as provided by §73.091 and §73.092, Florida Statutes. Acceptance of the proposal will also eliminate further risk associated with a Reverse Offer of Judgment, as well as expenses related to a jury trial.

RECOMMENDATION:

The undersigned counsel respectfully requests that the Right of Way Committee recommend CFX Board approval of a settlement in the amount of \$81,925, inclusive of attorney's fees and costs, to resolve the Landowner's interest in Parcel 130.

ATTACHMENTS:

Sketch of Property



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Right of Way Committee Meeting July 27, 2016
Recommendation for Approval of Settlement
S.R. 429 Wekiva Parkway
Project 429-202
Parcel 130



Central Florida Expressway Authority
Right of Way Committee
July 27, 2016

**Recommendation for Settlement
In the amount of \$81,925**

**S.R. 429 Wekiva Parkway
Project 429-202
Parcel 130**



Subject Property





Settlement Proposal

PARCEL 130	SETTLEMENT PROPOSAL (ESTIMATED BREAKDOWN)
Compensation to Owner	\$62,500.00
Expert Fees	\$12,284.00
Attorney's fees (statutory betterment)	<u>\$7,141.00</u>
Total Settlement	\$81,925.00



RECOMMENDATION

We respectfully request that the Right of Way Committee recommend CFX Board approval of a settlement for Parcel 130 in the amount of \$ 81,925.


Tab F

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Right of Way Committee Members

THROUGH: Joseph L. Passiatore, General Counsel

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: July 18, 2016

RE: Agreement for Right-of-Way Transfer and Continuing Maintenance between Orange County and the Central Florida Expressway Authority ("CFX") pertaining to State Road ("SR") 429, Part C from the Turnpike to Seidel Road Project: 75320-6460-653 and 75320-6460-654

INTRODUCTION

CFX is constructing S.R. 429 in multiple phases. Part C, which runs from the Turnpike to Seidel Road, was opened in 2005. As part of the construction of Part C, CFX acquired land to improve access to and from SR 429. The parties would like to transfer right-of-way acquired by CFX for County roads and a retention pond from CFX to Orange County, subject to easements for SR 429 crossings with reservations confirming that SR 429 is a limited access expressway. Similarly, the parties would like to transfer title over or under County roads for CFX's bridges and crossings from Orange County to CFX.

A map depicting the property addressed by the Agreement for Right-of-Way Transfer and Continuing Maintenance is attached. The map shows that SR 429 crosses **over** the following roadways:

- a. Avalon Road (near Old YMCA Road) at approximately Station 638+59.25
- b. Old YMCA Road at approximately Station 645+65.33,
- c. Schofield Road at approximately Station 688+71.53,
- d. Avalon Road (near Porter Road) at approximately Station 730+54.05
- e. Porter Road at approximately Station 735+36.31,
- f. Tiny Road at approximately Station 923+98.69, and
- g. Tilden Road at approximately Station 933+67.20.

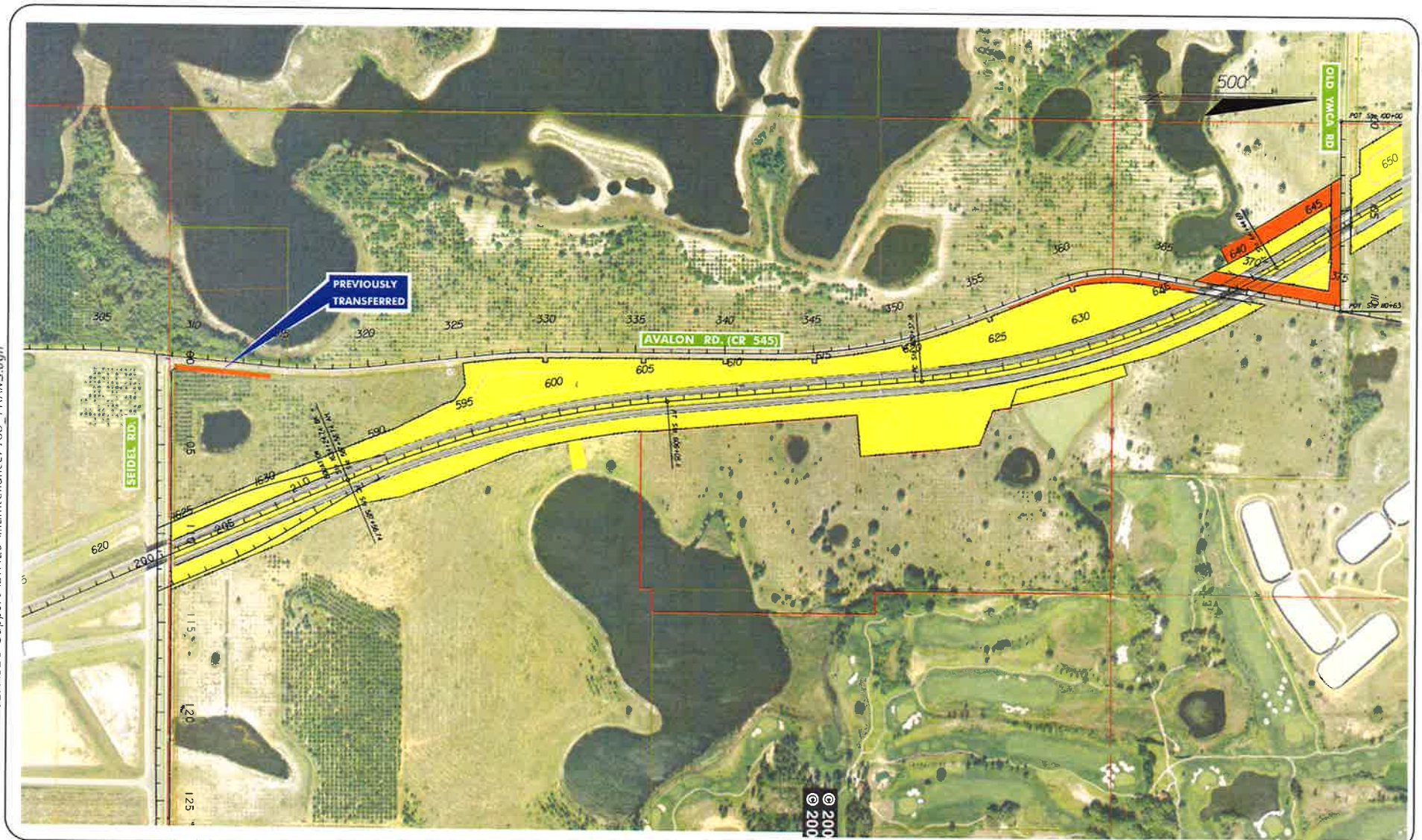
SR 429 crosses **under** McKinney Road (also known as New Independence Parkway) at approximately Station 791+97.61 and Malcom Road Bridge at approximately Station 850+90.77. The Malcom Road Bridge has already been addressed by a separate agreement. The crossing at SR 429 and Schofield Road will be addressed by a subsequent amendment.

In addition, the Agreement reiterates the maintenance obligations of each party, which obligations are based upon a long-standing practice between the parties.

REQUEST

We request the Committee's recommendation for Board approval of the attached Agreement for Right-of-Way Transfer and Continuing Maintenance between Orange County and the Central Florida Expressway Authority ("CFX") pertaining to State Road ("SR") 429, Part C from the Turnpike to Seidel Road.

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CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

LEGEND

- CFX
- CFX TO COUNTY- FEE
- COUNTY TO CFX- FEE
- CFX TO COUNTY- EASEMENT

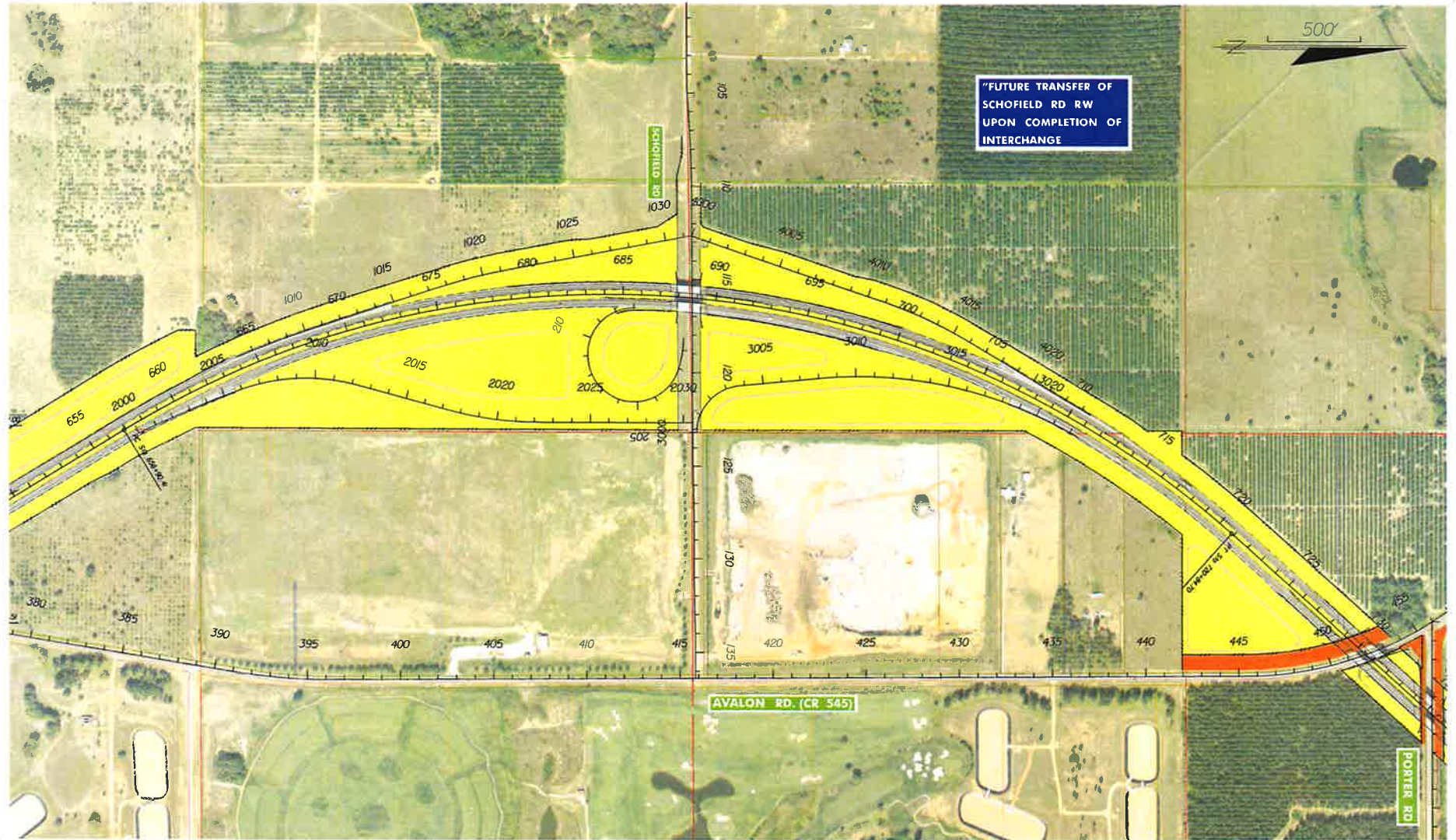
Date Revised
08/14/2015

PROPOSED
S.R. 429 - WESTERN EXPRESSWAY PART C
PHASE II TRANSFER EXHIBIT

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CENTRAL
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EXPRESSWAY
AUTHORITY

LEGEND

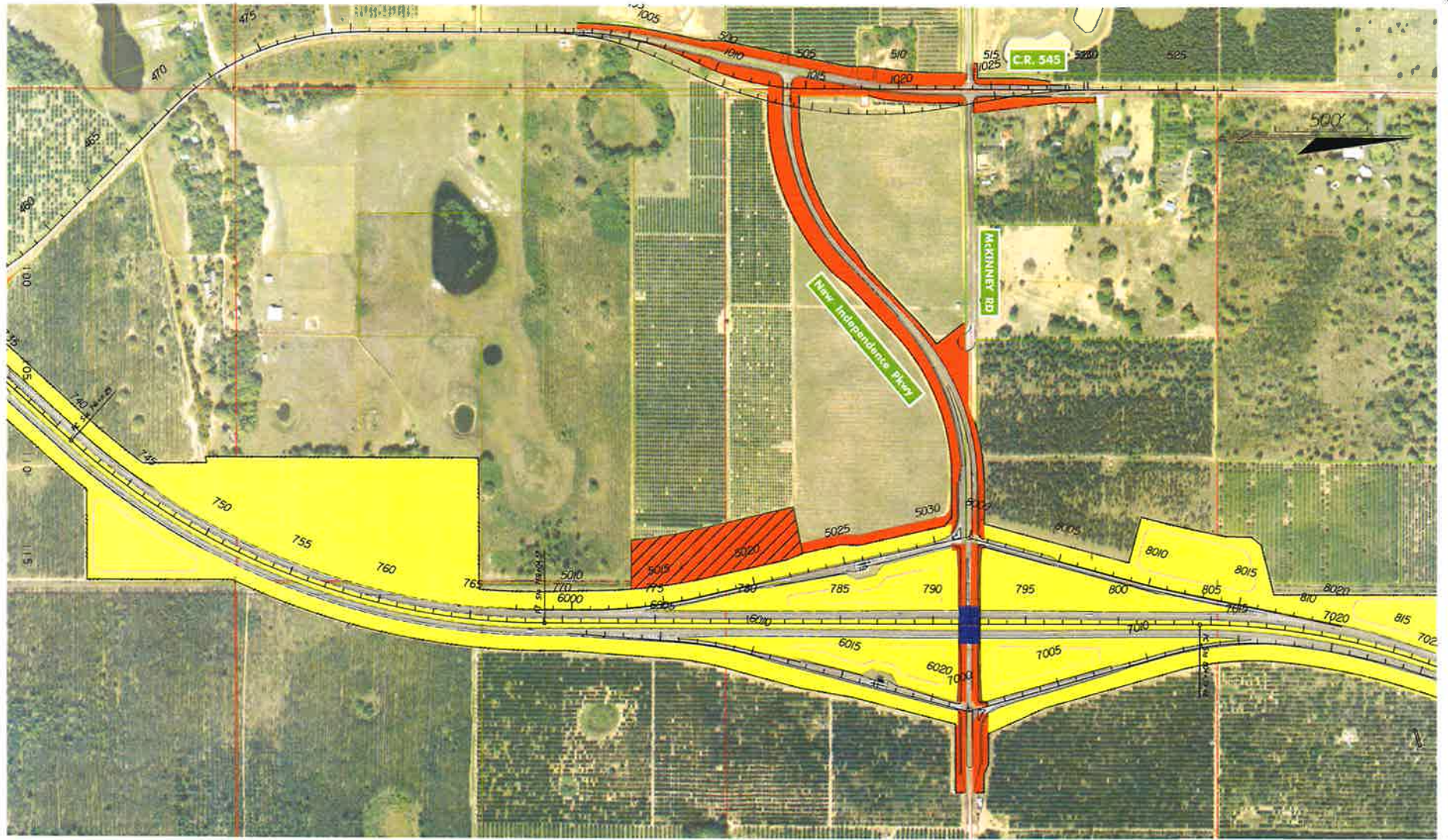
- CFX
- CFX TO COUNTY- FEE
- COUNTY TO CFX- FEE
- CFX TO COUNTY- EASEMENT

Date Revised
08/14/2015

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PHASE II TRANSFER EXHIBIT

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**CENTRAL
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 AUTHORITY**

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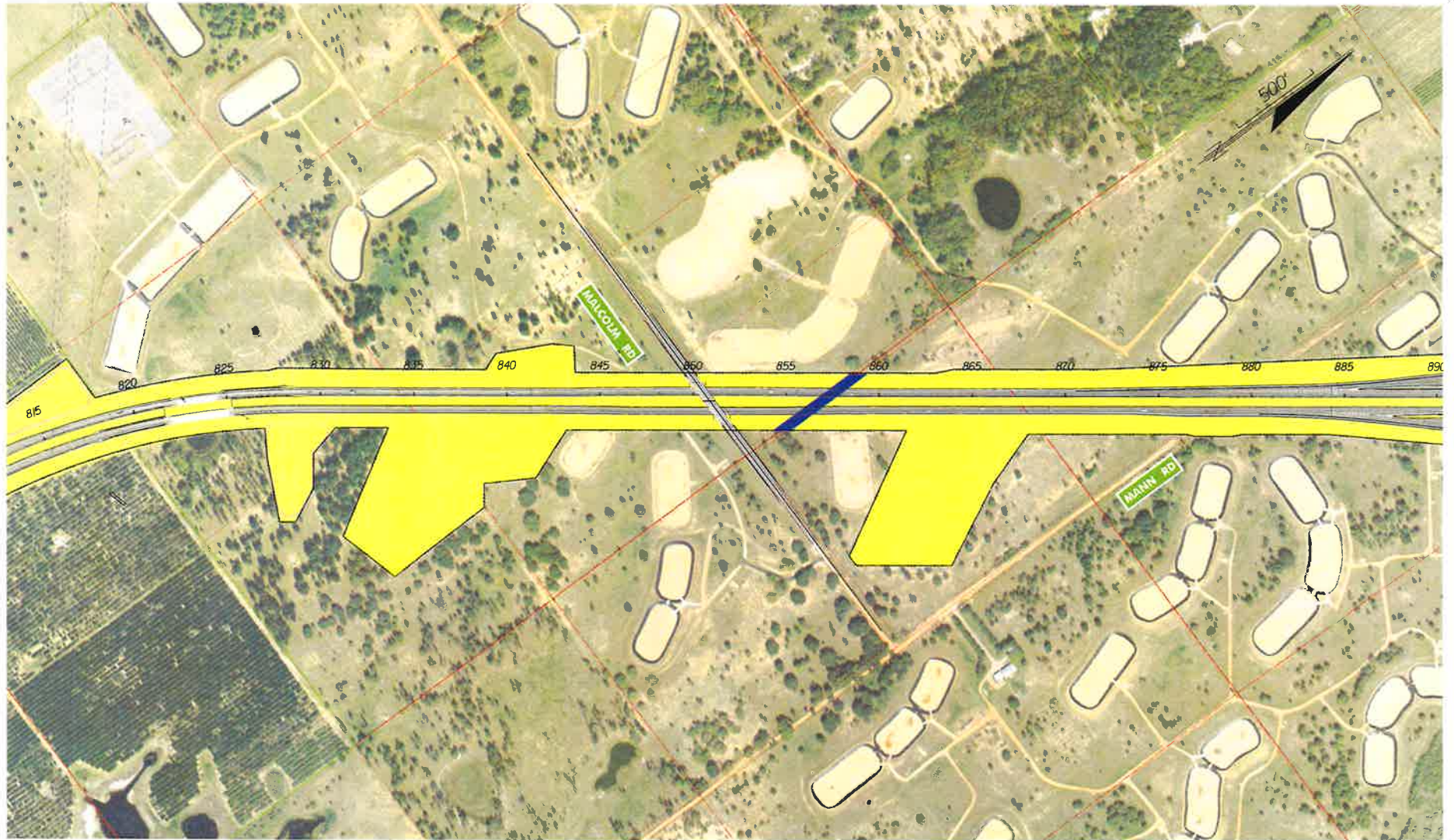
- CFX
- CFX TO COUNTY- FEE
- COUNTY TO CFX- FEE
- CFX TO COUNTY- EASEMENT

Date Revised
 08/14/2015

PROPOSED
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 PHASE II TRANSFER EXHIBIT

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CENTRAL
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AUTHORITY

LEGEND

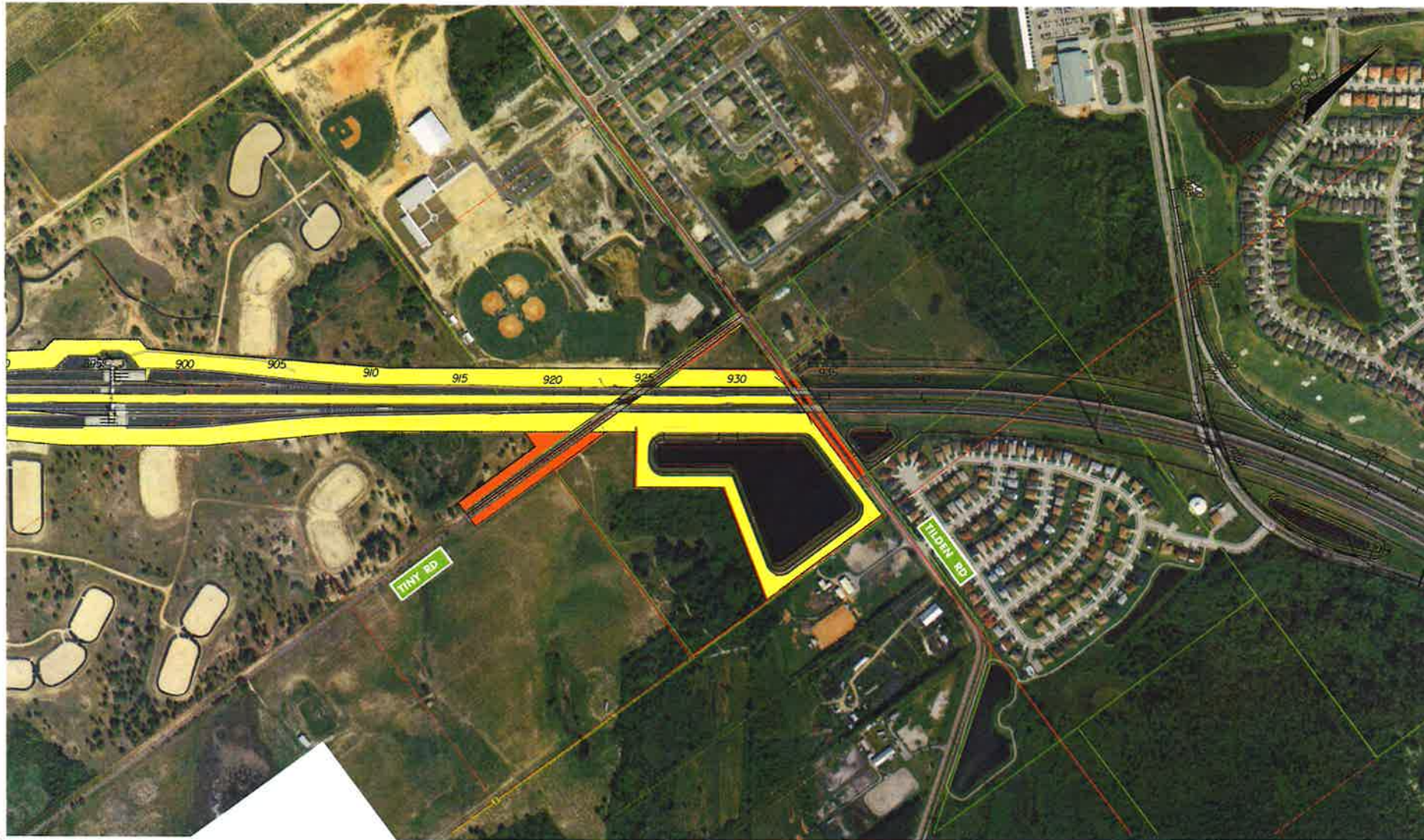
- CFX
- CFX TO COUNTY- FEE
- COUNTY TO CFX- FEE
- CFX TO COUNTY- EASEMENT

Date Revised
08/14/2015

PROPOSED
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PHASE II TRANSFER EXHIBIT





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CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

LEGEND

-  - CFX
-  - CFX TO COUNTY- FEE
-  - COUNTY TO CFX- FEE
-  -CFX TO COUNTY- EASEMENT

Date Revised
08/14/2015

PROPOSED
S.R. 429 - WESTERN EXPRESSWAY PART C
PHASE II TRANSFER EXHIBIT

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**RIGHT-OF-WAY TRANSFER
AND
CONTINUING MAINTENANCE AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND ORANGE COUNTY, FLORIDA**

THIS RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("County"). CFX and County are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, pursuant to section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System ("Expressway System") and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access; and

WHEREAS, pursuant to Section 125.01 and Chapter 336, Florida Statutes, the County is empowered to provide and maintain arterial and other roads encompassing the County Road System for the benefit of its citizens; and

WHEREAS, State Road (SR) 429, also known as the Daniel Webster Western Beltway, was constructed in multiple phases. Part C is from the Turnpike to Seidel Road; and

WHEREAS, in the course of its construction of the Part C portion of SR 429, CFX acquired certain land for the benefit of the County and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the County Road System compatible; and

WHEREAS, the construction of the Part C portion of SR 429 is completed and both parties desire to conclude the land conveyance so that title to all of the County's right-of-way and related facilities will vest in the County and title to all of CFX's right-of-way and related facilities will vest in CFX; and

WHEREAS, SR 429 crosses over the following roadways: Avalon Road (near Old YMCA Road) at approximately Station 638+59.25 and Old YMCA Road at approximately Station 645+65.33, Schofield Road at approximately Station 688+71.53, Avalon Road (near Porter Road)

at approximately Station 730+54.05 and Porter Road at approximately Station 735+36.31, Tiny Road at approximately Station 923+98.69, and Tilden Road at approximately Station 933+67.20, pursuant to the Record Drawings for SR 429, Projects 653 and 654, hereinafter collectively referred to as "Expressway Bridges;" and

WHEREAS, SR 429 crosses **under** McKinney Road (also known as New Independence Parkway) at approximately Station 791+97.61 and **under** Malcom Road Bridge at approximately Station 850+90.77; and

WHEREAS, Malcom Road Bridge is subject to a separate Right-of-Way Utilization Agreement recorded at O.R. Book 10610, Page 7183, Public Records of Orange County, Florida;

WHEREAS, the right of way at the crossing of SR 429 and Schofield Road will be addressed separately;

WHEREAS, the parties desire to convey the parcels described below subject to a reservation of rights for Expressway Bridges over County Roads and as set forth below; and

WHEREAS, the parties also desire to define the future and continuing maintenance responsibilities for the right-of-way and related facilities and to set responsibility therefore.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and the County agree as follows:

1. **Recital.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Right-of-Way Plans.** CFX previously delivered to the County a full and complete set of right-of-way maps consisting of Western Beltway Project No. 75320-6460-653 and Project No. 75320-6460-654 prepared by DRMP, Inc. The maps can be used to locate the areas of future and continuing maintenance responsibility.
3. **CFX Conveyance of Right-of-Way with Restrictions.** CFX agrees to transfer and convey to the County by Quitclaim Deed all of its right, title and interest in and to the real property described in **Composite Exhibit "A,"** subject to the covenants, conditions, restrictions, and reservations, described in the Quitclaim Deed, which is substantially in the form of **Exhibit "D,"** attached hereto and incorporated herein. In addition, the parties agree that if County no longer uses the property for County right-of-way purposes, CFX will have a right of first refusal to acquire all right, title and interest to the property at no cost to CFX.
4. **CFX Conveyance of Retention Pond and Access Road, subject to Easement, with Restrictions.** CFX agrees to transfer and convey to the County by Quitclaim Deed all of its right, title and interest in and to the real property described in **Composite Exhibit "B,"** subject to the covenants, conditions, restrictions, and reservations described in the Quitclaim Deed, which is substantially in the form of **Exhibit "E,"** encumbered with the Easement recorded at O.R. Book

10616, Page 6505 over Parcels 223, 823, and 2241. At no cost to CFX, the County shall prepare or cause to be prepared any and all permit modifications or amendments pertaining to the property described in **Composite Exhibit "B"** by updating the name of the owner to Orange County or its designee and shall assume all responsibilities for maintenance.

5. **County Conveyance.** The County shall convey to CFX by a county deed of conveyance consistent with Section 125.411, Florida Statutes, substantially in the form of **Exhibit "F,"** all of its right, title and interest in and to the real property generally described as the property at the intersection of SR 429 and McKinney Road, designated as Parcel 653-100, and the property at SR 429 and Davenport, designated as Parcel 654-100, and the perpetual easement interests encompassing twenty (20) feet beyond the outermost perimeters of the existing bridges at the crossings of SR 429 over Avalon Road (near Old YMCA Road), Old YMCA Road, Avalon Road (near Porter Road), Porter Road, Tiny Road, and Tilden Road more particularly described in **Composite Exhibit "C"** attached hereto and made a part hereof.

6. **Future and Continuing Maintenance.** The parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility. The future and continuing maintenance is applicable to the following general areas: (a) County road bridges over SR 429; (b) Expressway Bridges over County roads; and (c) roadways. The parties agree that the maintenance functions outlined are necessary and properly defined and that the responsibility given to each of the parties hereto to perform said functions is likewise necessary and reasonably defined.

- a. CFX shall be responsible for all of the property owned by CFX, including all improvements thereon, but as to the bridge at McKinney Road a/k/a New Independence Parkway over SR 429, the responsibilities are described below and in paragraph 6.b and as for the bridge at Malcom Road over SR 429, the responsibilities are addressed by a separate agreement identified above.
 - i. For an Expressway Bridge over a County Road, including the bridges over Avalon Road, Old YMCA Road, Porter Road, Tiny Road, and Tilden Road, CFX shall be responsible for the following: (i) bridge structure per se, including bridge deck and approach slabs; (ii) retaining walls; (iii) ramp pavement to the County right-of-way line; (iv) ramp and roadway drainage structures and piping to ponds; and (v) bridge under deck and ramp lighting.
 - ii. For the bridge at McKinney Road a/k/a New Independence Parkway over SR 429, CFX shall be responsible for the following: (i) bridge structure per se, including bridge deck and approach slabs; (ii) ramp pavement to the County right-of-way line; (iii) reinforced earth/retaining walls; (iv) ramp and under deck lighting; (v) drainage structures and pipe from Expressway right-of-way to either CFX or County Ponds; (vi) ramp maintenance within limited access right-of-way fence line; and (vii) bridge, barrier wall, and reinforced earth/retaining wall coatings.

- b. County shall be responsible for all of the property owned by County, including all improvements thereon, and as for the bridge at McKinney Road a/k/a New Independence Parkway over SR 429, as set forth below.
 - i. For an Expressway Bridge over a County Road, including the crossings of SR 429 over Avalon Road (near Old YMCA Road) and Old YMCA Road, Avalon Road (near Porter Road) and Porter Road, Tiny Road, and Tilden Road, County shall be responsible for the following: (i) roadway, sidewalks and other improvements up to limited access right-of-way fence line or retaining wall; (ii) County road drainage; (iii) County road between retaining earth walls; and (iv) ramp signalization and County road lighting, if required.
 - ii. For the bridge at McKinney Road a/k/a New Independence Parkway over SR 429, County shall be responsible for the following: (i) roadway up to bridge approach slabs; (ii) side slopes to limited access right-of-way fence line; (iii) signalization and bridge lighting above deck if applicable; (iv) County facilities within Expressway right-of-way; (v) County road drainage structures and pipe draining to CFX or County retention area; (vi) striping and pavement markings on the approach slabs and the bridge deck; (vii) walkways, and (viii) all other maintenance activities, such as cleaning, sweeping, etc.

7. **Time of Conveyance.** The parties hereto shall convey to each other the deeds as described in paragraphs 3, 4 and 5 above within 180 days of the Effective Date, subject to an option to extend that may be exercised by the Manager of the Orange County Real Estate Management Division or the Executive Director of the Central Florida Expressway Authority, as applicable.

8. **Recording.** Orange County agrees to record the Deeds for the property being conveyed to Orange County within thirty (30) days after approval by the Orange County Board of County Commissioners at its cost. CFX agrees to record the Deed for the property being conveyed to CFX within thirty (30) days after acceptance at its cost.

9. **Agreement Not Recorded.** This Agreement shall not be recorded in the official records of any county in the State of Florida. Notwithstanding the foregoing, the parties acknowledge that this Agreement is and will remain a public record that will be available for review and inspection by the public.

10. **As-Is Conveyance.** The properties described in Composite Exhibits A, B, and C ("Property") are being conveyed "AS IS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the Property. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the Property, or the failure of the Property to meet any standards.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by an instrument in writing executed by the parties to be bound hereby.

13. **Effective Date.** This Agreement shall be and become effective on the date that it is signed and executed by the last to sign of CFX and County.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

BY: _____

Teresa Jacobs
County Mayor

Date: _____

ATTEST: Martha O. Haynie, Orange County Comptroller,
as Clerk to the Board of County Commissioners

Deputy Clerk

Printed Name: _____

**“CFX”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY,**

BY: _____
WELTON CADWELL, CHAIRMAN

Date: _____

ATTEST: _____
Darleen Mazzillo, Executive Assistant

APPROVED AS TO FORM AND
LEGALITY

General Counsel

COMPOSITE EXHIBIT "A"

**LEGAL DESCRIPTIONS OF
RIGHT OF WAY PROPERTY FROM CFX TO ORANGE COUNTY**

SKETCH OF DESCRIPTION

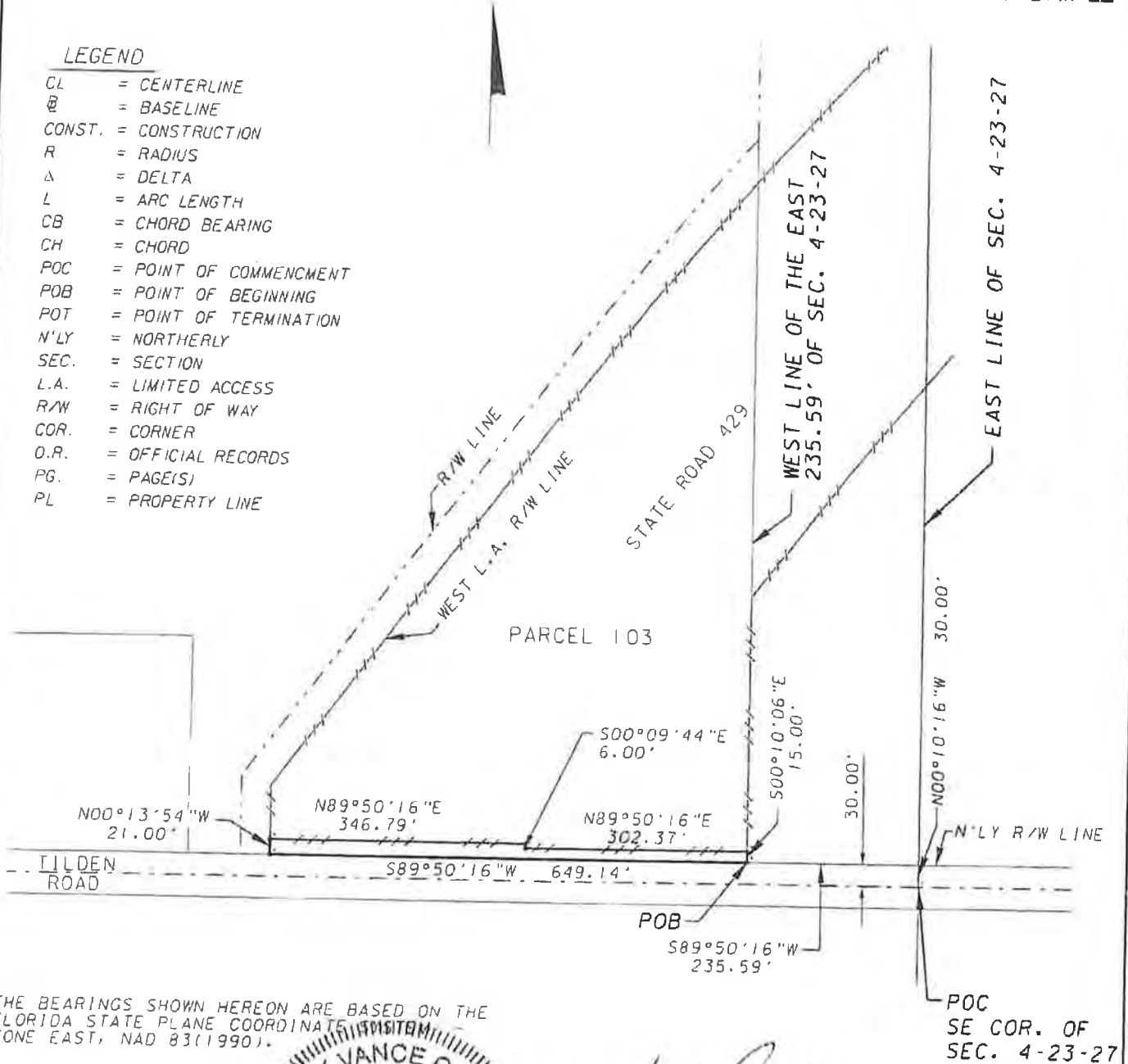
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT NO. 654

PARCEL 103 (PARTIAL)

ESTATE • FEE SIMPLE

LEGEND

- CL = CENTERLINE
- @ = BASELINE
- CONST. = CONSTRUCTION
- R = RADIUS
- Δ = DELTA
- L = ARC LENGTH
- CB = CHORD BEARING
- CH = CHORD
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- POT = POINT OF TERMINATION
- N'LY = NORTHERLY
- SEC. = SECTION
- L.A. = LIMITED ACCESS
- RAW = RIGHT OF WAY
- COR. = CORNER
- O.R. = OFFICIAL RECORDS
- PG. = PAGE(S)
- PL = PROPERTY LINE

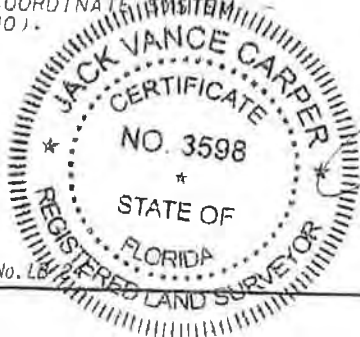


THE BEARINGS SHOWN HEREON ARE BASED ON THE
FLORIDA STATE PLANE COORDINATE SYSTEM
ZONE EAST, NAD 83 (1990).

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. 18



Jack Vance Carper, Jr., PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 05/23/12
Scale: N/A
Job No.:
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT NO. 654

PARCEL 103 (PARTIAL)

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A parcel of land lying in the Southeast Quarter (1/4) of Section 4, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 4, thence North 00°10'16" West along the East line of said Section 4, a distance of 30.00 feet to a point on the Northerly right-of-way line of Tilden Road; thence South 89°50'16" West along said Northerly right-of-way line a distance of 235.59 feet to a point on the West line of the East 235.59 feet of said Section 4, said point also being the Point of Beginning; thence continue South 89°50'16" West along said Northerly right-of-way line a distance of 649.14 feet to a point on the West Limited Access Right-of-Way line of State Road 429 as shown on the Right-of-Way Map for State Road 429, Project Number 75320-6460-654, dated August 04, 1999; thence North 00°13'54" West along said West Limited Access Right-of-Way line a distance of 21.00 feet; thence North 89°50'16" East a distance of 346.79 feet; thence South 00°09'44" East a distance of 6.00 feet; thence North 89°50'16" East a distance of 302.37 feet to a point on aforesaid West line of the East 235.59 feet of Section 4; thence South 00°10'06" East along said West line of the East 235.59 feet of Section 4 a distance of 15.00 feet to the Point of Beginning.

Containing 0.271 acres, more or less.

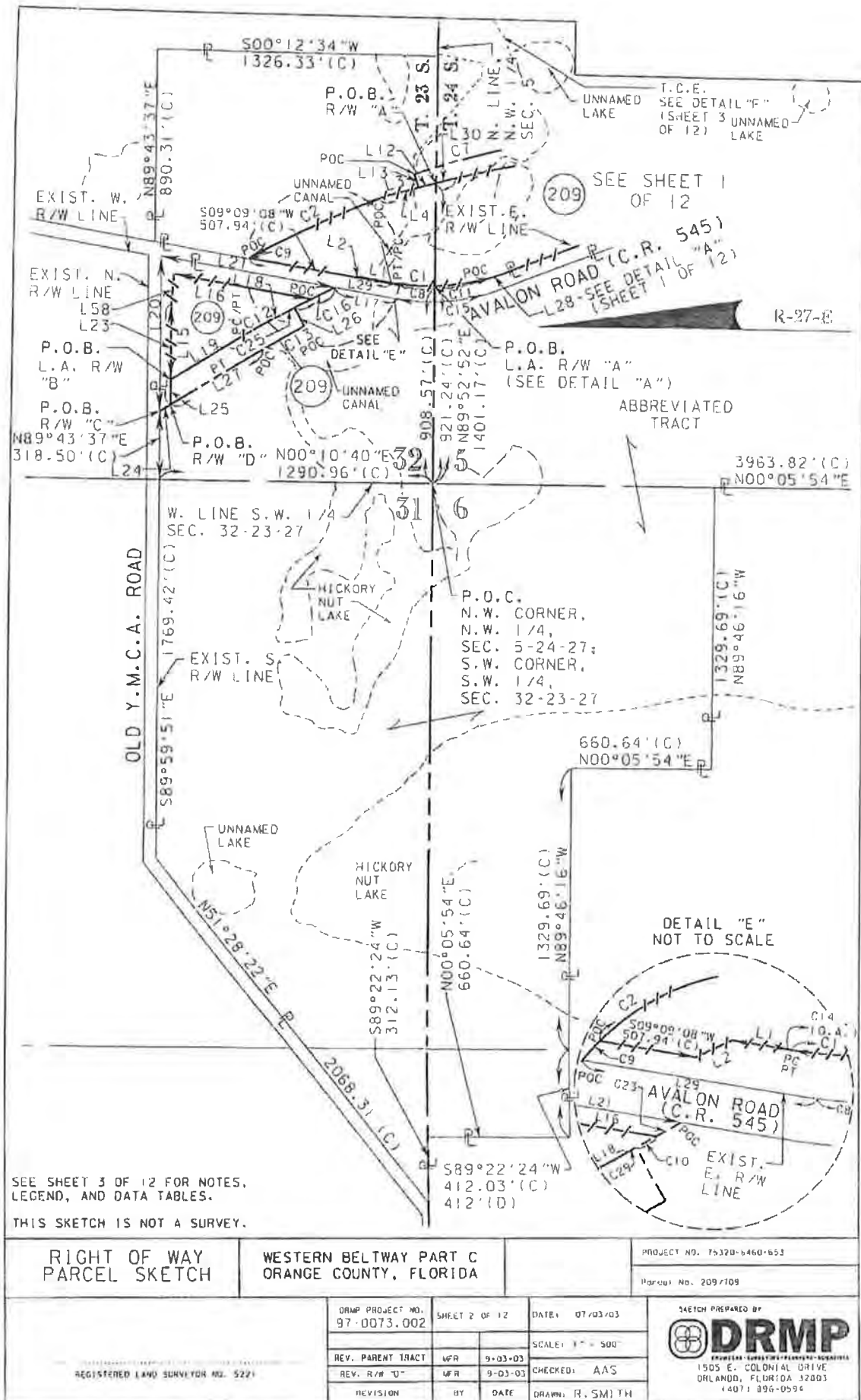
Reserving all rights of ingress, egress, light, air and view to, from or across any SR 429 right of way property which may otherwise accrue to any property adjoining said right of way.

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Date: 05/23/12
Scale: 1" = 200'
Job No.:
F.B.: H/A
Drawn By: VS
Ckd. By: JVC
Sheet 2 of 2



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.

LEGEND:

(C)	• CALCULATED	N.I.S.	• NOT TO SCALE
COR.	• CORNER	O.A.	• OVERALL
C.R.	• COUNTY ROAD	O.R.	• OFFICIAL RECORD (BOOK)
CI	• CURVE NUMBER	PG.	• PAGE
(D)	• DEED	P.O.B.	• POINT OF BEGINNING
DISTR.	• DISTRIBUTION	P.O.C.	• POINT OF COMMENCEMENT
DRMP	• DYER, RIDDLE, MILLS & PRECOURT, INC.	PL	• PROPERTY LINE
ESMT.	• EASEMENT	R	• RADIUS
E.	• EAST	R/W	• RIGHT OF WAY
EXIST.	• EXISTING	SEC.	• SECTION
F.P.C.	• FLORIDA POWER CORPORATION	S.	• SOUTH
INC.	• INCORPORATED	T.C.E.	• TEMPORARY CONSTRUCTION EASEMENT
L.A.	• LIMITED ACCESS	W.	• WEST
L	• (ARC) LENGTH	POC	• POINT ON A CURVE
LI	• LINE NUMBER	PT	• POINT OF TANGENCY
NO.	• NUMBER	T	• TOWNSHIP
N.	• NORTH	R	• RANGE
		PC	• POINT OF CURVATURE
		T.E.	• TEMPORARY EASEMENT

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N09°09'09"E	145.00'(C)
L2	N13°23'34"W	13.04'(C)
L3	S15°01'18"E	175.85'(C)
L4	S15°01'18"E	330.61'(C)
L5	S14°19'32"E	102.78'(C)
L6	S13°04'26"E	102.69'(C)
L7	S11°49'19"E	102.61'(C)
L8	S14°21'18"E	53.89'(C)
L9	S72°07'25"E	106.45'(C)
L10	S10°20'08"E	99.67'(C)
L11	S00°43'43"E	77.35'(C)
L12	N15°01'18"W	85.61'(C)
L13	N70°57'10"E	65.70'(C)
L14	N72°07'25"W	92.75'(C)
L15	N89°43'37"E	347.17'(C)
L16	S09°09'08"W	651.95'(C)
L17	S09°09'08"W	305.75'(C)
L18	S25°22'52"E	38.77'(C)
L19	S31°29'22"E	445.41'(C)
L20	N89°43'37"E	716.81'(C)
L21	S09°09'08"W	824.79'(C)
L22	S21°25'13"E	570.35'(C)
L23	S89°43'37"W	464.10'(C)
L24	S31°29'22"E	58.46'(C)
L25	N89°43'37"E	116.93'(C)
L26	S61°23'39"W	97.00'(C)
L27	N31°29'22"W	506.01'(C)
L28	N21°25'13"W	3.97'(C)
L29	N09°09'08"E	725.14'(C)
L30	N15°01'18"W	68.15'(C)
L31	S73°21'19"W	3.00'(C)
L32	S81°42'12"W	3.00'(C)
L33	S06°23'32"E	107.76'(C)
L34	N83°36'28"E	4.00'(C)
L35	S06°23'32"E	555.09'(C)
L36	S86°27'43"W	3.00'(C)
L37	N15°01'18"W	30.31'(C)
L38	N15°01'18"W	30.31'(C)
L39	S88°03'44"E	157.25'(C)
L40	S50°10'03"E	486.59'(C)
L41	N90°00'00"E	139.60'(C)
L42	S21°34'16"E	113.10'(C)
L50	S70°07'14"W	180.51'(C)
L51	S48°43'27"W	234.32'(C)
L52	S68°14'11"W	113.61'(C)
L53	N10°20'08"W	21.02'(C)
L54	N72°07'25"W	13.70'(C)
L55	S05°08'44"E	60.00'(C)
L56	S84°51'16"W	333.16'(C)
L57	N84°51'16"E	336.07'(C)
L58	S85°26'23"E	140.67'(C)

CURVE DATA TABLE				
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	11°17'25"(RT.)	223.49'(C)	1134.23'	N03°30'28"E
C2	08°23'15"(RT.)	692.96'(C)	4733.66'	S25°22'36"E
C3	03°22'35"(RT.)	293.09'(C)	4973.66'	S06°50'02"E
C4	01°03'04"(LT.)	102.17'(C)	5569.58'	S05°40'16"E
C5	21°12'15"(LT.)	1072.42'(C)	2897.79'	N10°49'05"W
C6	14°23'00"(RT.)	284.73'(C)	1134.23'	N09°19'44"W
C7	08°02'14"(RT.)	611.03'(C)	4783.66'	S15°01'43"E
C8	11°24'20"(RT.)	168.90'(C)	848.47'	N03°26'58"E
C9	00°03'29"(RT.)	4.79'(C)	4733.66'	S29°35'58"E
C10	01°09'06"(RT.)	89.11'(C)	4433.66'	S20°01'48"E
C11	19°10'01"(RT.)	283.84'(C)	848.47'	N11°50'12"W
C12	01°25'14"(RT.)	110.01'(C)	4436.66'	S30°46'45"E
C13	02°53'01"(LT.)	218.26'(C)	4336.66'	N30°02'52"W
C14	25°40'22"(RT.)	508.22'(C)	1134.23'	N03°41'02"W
C15	25°47'49"(LT.)	409.03'(C)	908.47'	S03°44'46"E
C16	02°43'09"(RT.)	210.42'(C)	4433.66'	S27°14'47"E
C17	04°46'32"(LT.)	75.97'(C)	911.47'	S19°01'57"E
C18	13°07'25"(RT.)	649.31'(C)	2834.79'	S14°51'30"E
C19	07°49'00"(RT.)	399.35'(C)	2927.27'	S04°15'23"E
C20	05°34'53"(LT.)	266.47'(C)	2324.83'	S03°36'05"E
C21	02°48'05"(RT.)	143.48'(C)	2934.57'	S04°39'15"E
C22	07°13'53"(RT.)	368.99'(C)	2931.57'	S00°03'01"W
C23	01°34'04"(RT.)	121.31'(C)	4433.66'	N26°40'14"W
C24	01°11'16"(LT.)	60.07'(C)	2897.79'	N07°55'41"W
C25	00°57'49"(RT.)	74.57'(C)	4433.66'	S29°05'16"E

SHEET 4 OF 12
SEE SHEETS 1 AND 2
FOR SKETCH.

PARCEL NO. 209

SKETCH PREPARED BY



**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 209

**RIGHT OF WAY "B"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 23 South, Range 27 East, and a portion of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest 1/4 of Section 32; thence run along the South line of said Section 32, N.89°52'52"E. a distance of 908.57 feet for a POINT OF BEGINNING, said point being a point on the existing East right of way of Avalon Road (C.R. 545) (as now established), said point also being a point on a curve concave Easterly having a radius 848.47 feet and a central angle of 11° 24' 20"; thence departing said section line, run along said right of way line from a chord bearing of N.03°26'58"E., run Northeasterly along the arc of said curve a distance of 168.90 feet to the point of tangency; thence continue along said right of way line N.09°09'08"E. a distance of 725.14 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 4,733.66 feet and a central angle of 00°03'29"; thence departing said right of way line from a chord bearing of S.29°35'58"E., run Southeasterly along the arc of said curve a distance of 4.79 feet to a point on said curve; thence run S.09°09'08"W. a distance of 507.94 feet; thence run S.13°23'34"E. 13.04 feet; thence run S.09°09'09"W. 145.00 feet to a point of curvature of a curve concave Southeasterly, having a radius of 1,134.23 feet and a central angle of 25°40'22"; thence run Southeasterly along the arc of said curve a distance of 508.22 feet to a point on said curve, lying on the aforementioned existing East right of way line of Avalon Road (C.R. 545); thence run along said right of way line N.21° 25' 13"W. a distance of 3.97 feet to a point of curvature of a curve concave Northeasterly, having a radius of 848.47 feet and a central angle of 19° 10'01"; thence run Northeasterly along said right of way line and the arc of said curve a distance of 283.84 feet to the POINT OF BEGINNING.

Containing 7,776 square feet, more or less.

July 3, 2003

SHEET 8 OF 12

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 209

**RIGHT OF WAY "C"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest 1/4 of Section 32; thence run along the West line of said Southwest 1/4 of Section 32, N.00°10'40"E. a distance of 1,290.96 feet to a point on the existing South right of way line of Old Y.M.C.A. Road (as now established); thence departing said West line of Section 32, run along said South right of way line N.89°43'37"E. a distance of 318.50 feet for a POINT OF BEGINNING; thence continue along said South right of way line N.89°43'37"E. a distance of 716.81 feet to an intersection with the existing West right of way line of Avalon Road (C.R. 545) (as now established); thence departing said South right of way line of Old Y.M.C.A. Road, run along said West right of way line of Avalon Road S.09°09'08"W. a distance of 824.79 feet to a point on a non-tangent curve to the left, concave Southwesterly, having a radius of 4,433.66 feet and a central angle of 01°34'04"; thence departing said West right of way line, from a chord bearing of N.26°40'14"W, run Northwesterly along the arc of said curve a distance of 121.31 feet to a point on said curve; thence departing said curve, run N.09°09'08"E. a distance of 651.95 feet; thence run N.85°26'23"W. a distance of 140.67 feet; thence run S.89°43'37"W. a distance of 464.10 feet; thence run N.31°29'22"W. a distance of 58.46 feet to a point on said existing South right of way line of Old Y.M.C.A. Road and the POINT OF BEGINNING.

Containing 1.991 acres, more or less.

July 3, 2003

SHEET 9 OF 12

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 209

**RIGHT OF WAY "D"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

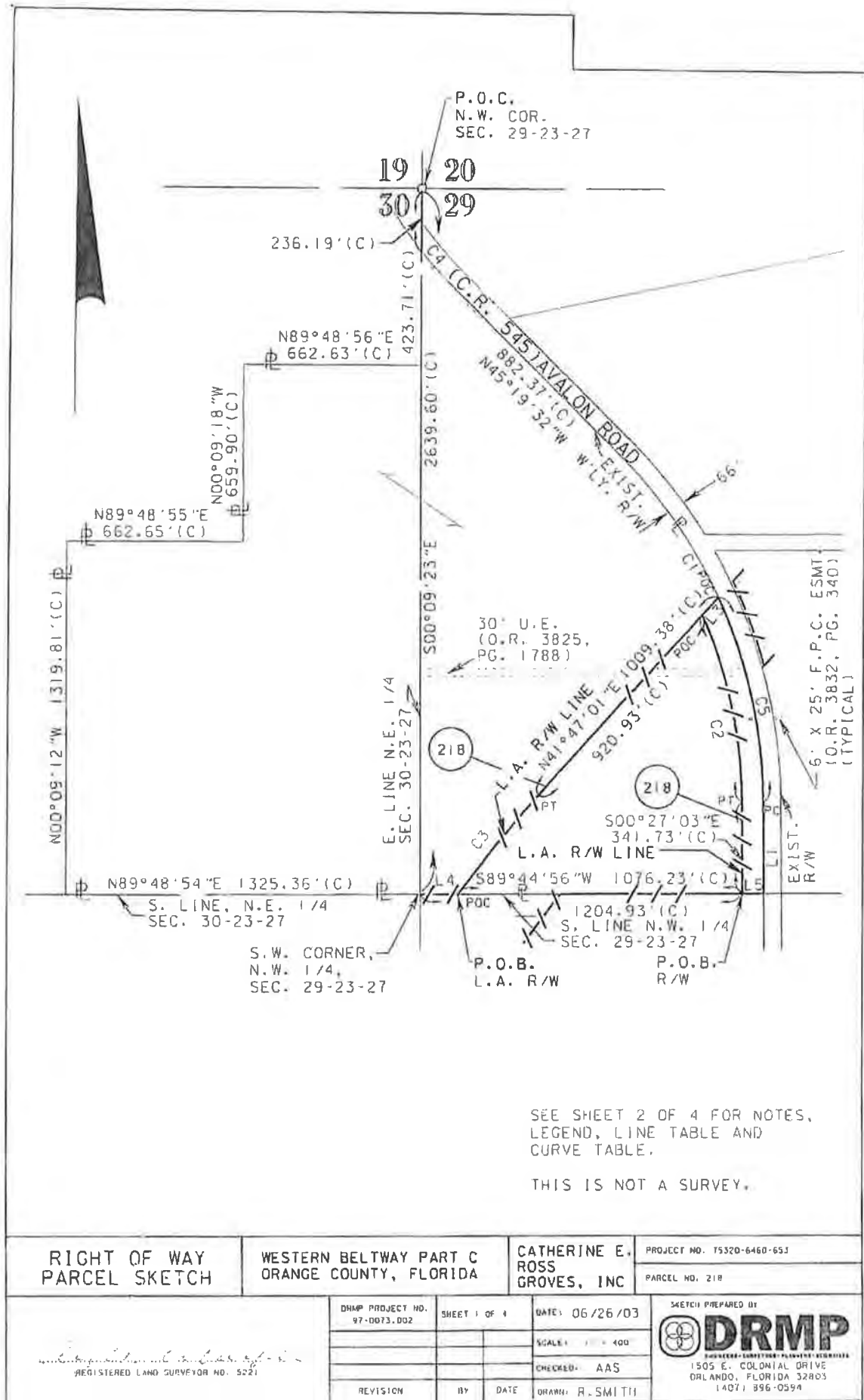
A portion of the Southwest 1/4 of Section 32, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest 1/4 of Section 32; thence run along the West line of said Section 32, N.00°10'40"E. a distance of 1,290.96 feet to a point on the existing South right of way line of Old Y.M.C.A. Road (as now established); thence departing said West line of Section 32, run along said South right of way line N.89°43'37"E. a distance of 318.50 feet; thence departing said South right of way line, run S.31°29'22"E. a distance of 58.46 feet for a POINT OF BEGINNING; thence run N.89°43'37"E. a distance of 116.93 feet; thence run S.31°29'22"E. a distance of 445.41 feet to the point of curvature of a curve, concave Southwesterly, having a radius of 4,436.66 feet and a central angle of 01°25'14"; thence run Southeasterly along the arc of said curve a distance of 110.01 feet to a point on said curve; thence run S.25°22'52"E. a distance of 38.77 feet to a point on a non- tangent curve, concave Southwesterly, having a radius 4,433.66 feet and a central angle of 00°57'49"; thence from a chord bearing of S.29°05'16"E., run Southeasterly along the arc of said curve a distance of 74.57 feet to the end of said curve; thence run S.61°23'39"W. a distance of 97.00 feet to a point on a non- tangent curve, concave Southwesterly, having a radius 4,336.66 feet and a central angle of 02°53'01"; thence from a chord bearing of N.30°02'52"W., run Northwesterly along the arc of said curve a distance of 218.26 feet to the point of tangency; thence run N.31°29'22"W. a distance of 506.01 feet to the POINT OF BEGINNING.

Containing 1.592 acres, more or less.

July 3, 2003

SHEET 10 OF 12




NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.

CURVE DATA TABLE				
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	20°15'38"(LT.)	663.68'(C)	1876.86'	N35°12'52"W
C2	23°31'29"(RT.)	737.35'(C)	1795.86'	S12°12'47"E
C3	05°22'20"(RT.)	483.81'(C)	5160.00'	N39°05'51"E
C4	06°05'02"(RT.)	155.60'(C)	1465.39'	S42°17'01"E
C5	24°38'00"(LT.)	806.92'(C)	1876.86'	N12°46'03"W

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N00°27'03"W	342.01'(C)
L2	S41°47'00"W	6.83'(C)
L3	S41°47'00"W	88.45'(C)
L4	N89°44'56"E	128.70'(C)
L5	N89°44'56"E	81.00'(C)

LEGEND:

- (C) = CALCULATED
- COR. = CORNER
- C.R. = COUNTY ROAD
- R/W = RIGHT OF WAY
- O.R. = OFFICIAL RECORD
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PG. = PAGE
- SEC. = SECTION
- L.A. = LIMITED ACCESS
- D.B. = DEED BOOK
-  = PROPERTY LINE
- F.P.C. = FLORIDA POWER CORPORATION
- ESMT. = EASEMENT
- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- C.B. = CHORD BEARING
- U.E. = UTILITY EASEMENT
- POC = POINT ON A CURVE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PCC = POINT OF COMPOUND CURVATURE
- W'LY. = WESTERLY
- DRMP = DYER, RIDDLE, MILLS & PRECOURT, INC.
- No. = NUMBER
- EXIST. = EXISTING

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 218

**RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

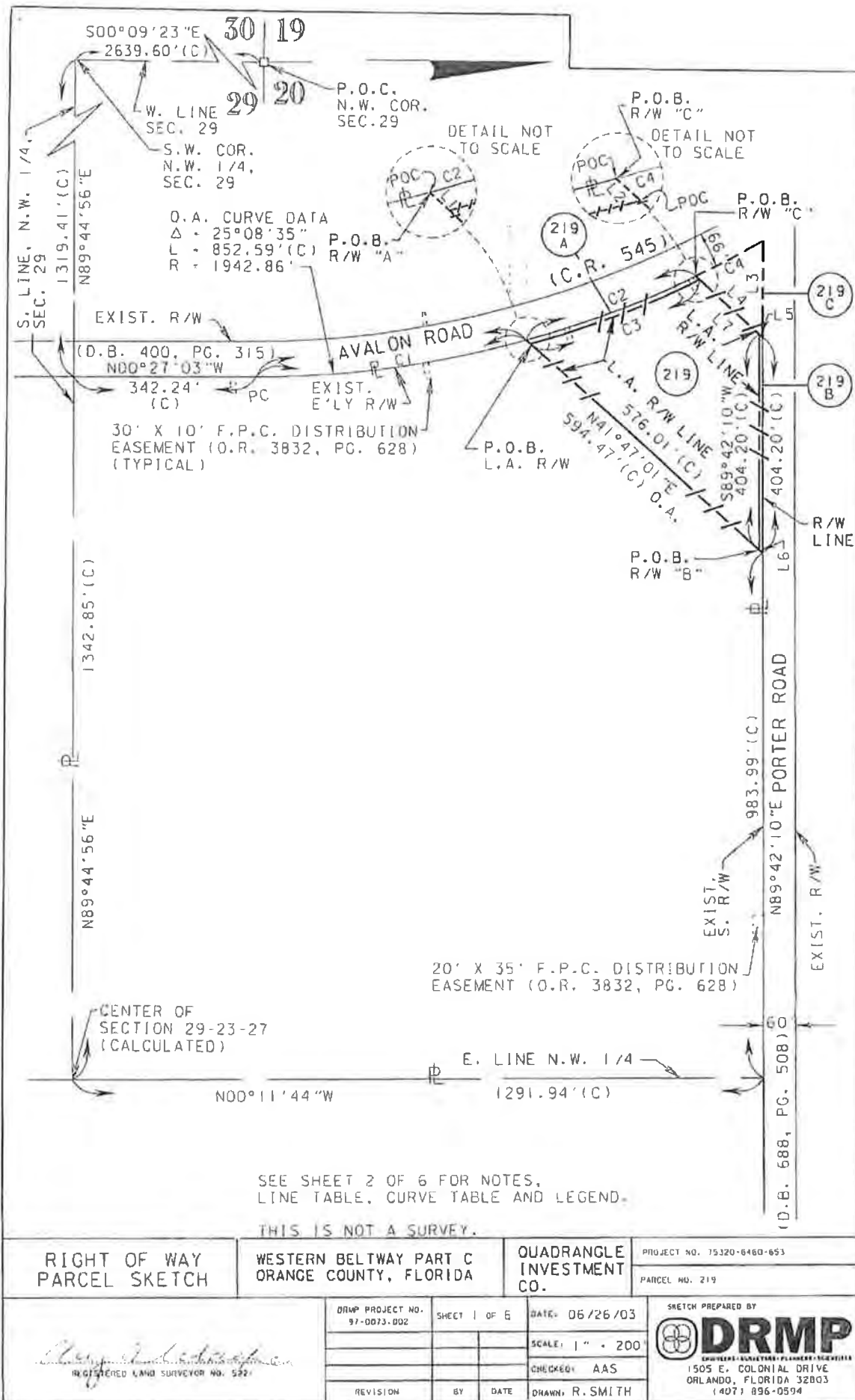
A portion of the Northwest 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 29, Township 23 South, Range 27 East; thence run S.00°09'23"E. 2639.60 feet to the Southwest corner of said Northwest 1/4 of Section 29; thence run N.89°44'56"E. along the South line of said Northwest 1/4 of Section 29 a distance of 1204.93 feet for a POINT OF BEGINNING; thence continue N.89°44'56"E. 81.00 feet to a point on the existing Westerly right of way line of Avalon Road (County Road 545); thence departing said South line of the Northwest 1/4 of Section 29, run N.00°27'03"W. along said Westerly right of way line 342.01 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1876.86 feet and a central angle of 24°38'00"; thence run Northwesterly along the arc of said curve a distance of 806.92 feet to a point on said curve; thence departing said curve and said Westerly right of way line, run S.41°47'00"W. 88.45 feet to a point on a curve concave Southwesterly having a radius of 1795.86 feet and a central angle of 23°31'29"; thence from a chord bearing of S.12°12'47"E., run Southeasterly along the arc of said curve a distance of 737.35 feet to the point of tangency; thence run S.00°27'03"E. 341.73 feet to the POINT OF BEGINNING.

Containing 2.072 acres, more or less.

June 26, 2003

SHEET 4 OF 4



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.

CURVE DATA

	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	15°08'43"(LT.)	513.57'(C)	1942.86'	N08°01'25"W
C2	09°59'52"(LT.)	339.02'(C)	1942.86'	N20°35'42"W
C3	09°56'26"(RT.)	338.60'(C)	1951.61'	S20°43'51"E
C4	04°06'24"(LT.)	139.25'(C)	1942.86'	N27°38'50"W

LINE DATA

	BEARING	DISTANCE
L1	N41°47'01"E	10.38'(C)
L2	N41°47'01"E	9.48'(C)
L3	N89°42'10"E	175.62'(C)
L4	S41°47'01"W	166.61'(C)
L5	N41°47'01"E	8.08'(C)
L6	S41°47'01"W	8.08'(C)
L7	S41°47'01"W	149.05'(C)

LEGEND:

- (C) = CALCULATED
- COR. = CORNER
- R/W = RIGHT OF WAY
- O.R. = OFFICIAL RECORD (BOOK)
- PG. = PAGE
- SEC. = SECTION
- L.A. = LIMITED ACCESS
- D.B. = DEED BOOK
- PL = PROPERTY LINE
- F.P.C. = FLORIDA POWER CORPORATION
- ESMT. = EASEMENT
- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- C.B. = CHORD BEARING
- O.A. = OVERALL
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- E'LY. = EASTERLY
- (D) = DEED
- PC = POINT OF CURVATURE

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 219

**RIGHT OF WAY "C"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 29, Township 23 South, Range 27 East; thence run S.00°09'23"E. along the West line of said Section 29 a distance of 2639.60 feet to the Southwest corner of the Northwest 1/4 of said Section 29; thence run N.89°44'56"E. along the South line of said Northwest 1/4 of Section 29 a distance of 1319.41 feet to a point on the existing Easterly right of way line of Avalon Road (County Road 545); thence departing said South line of the Northwest 1/4 of Section 29, run N.00°27'03"W. along said existing Easterly right of way line 342.24 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1942.86 feet and a central angle of 25°08'35"; thence run along the arc of said curve and said existing Easterly right of way line a distance of 852.59 feet for a POINT OF BEGINNING, said point also being a point on said curve concave Southwesterly, having a radius of 1942.86 feet and a central angle of 04°06'24"; thence from a chord bearing of N.27°38'50"W., run Northwesterly along the arc of said curve a distance of 139.25 feet to a point on said curve, also being a point on the existing South right of way line of Porter Road; thence departing said existing Easterly right of way line, run N.89°42'10"E. along said South right of way line 175.62 feet; thence departing said South right of way line, run S.41°47'01"W. 166.61 feet to the POINT OF BEGINNING.

Containing 10,742 square feet, more or less.

June 26, 2003

SHEET 6 OF 6

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 219

**RIGHT OF WAY "A"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 29, Township 23 South, Range 27 East; thence run S.00°09'23"E. along the West line of said Section 29 a distance of 2639.60 feet to the Southwest corner of the Northwest 1/4 of said Section 29; thence run N.89°44'56"E. along the South line of said Northwest 1/4 of Section 29 a distance of 1319.41 feet to a point on the existing Easterly right of way line of Avalon Road (County Road 545); thence departing said South line of the Northwest 1/4 of Section 29, run N.00°27'03"W. along said existing Easterly right of way line 342.24 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1942.86 feet and a central angle of 15°08'43"; thence run along the arc of said curve and said existing Easterly right of way line a distance of 513.57 feet for a POINT OF BEGINNING, said point also being a point on said curve concave Southwesterly, having a radius of 1942.86 feet and a central angle of 09°59'52"; thence from a chord bearing of N.20°35'42"W., run Northwesterly along the arc of said curve a distance of 339.02 feet to a point on said curve; thence departing said existing Easterly right of way line and said curve, run N.41°47'01"E. 9.48 feet to a point on a curve concave Southwesterly, having a radius of 1951.61 feet and a central angle of 09° 56'26"; thence from a chord bearing of S.20°43'51"E., run Southeasterly along the arc of said curve a distance of 338.60 feet to a point on said curve; thence departing said curve, run S. 41°47'01" W. 10.38 feet to the POINT OF BEGINNING.

Containing 2,965 square feet, more or less.

June 26, 2003

SHEET 4 OF 6

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 219

**RIGHT OF WAY "B"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 29, Township 23 South, Range 27 East; thence run S.00°09'23"E. along the West line of said Section 29 a distance of 2639.60 feet to the Southwest corner of the Northwest 1/4 of said Section 29; thence run N.89°44'56"E. along the South line of said Northwest 1/4 of Section 29 a distance of 1319.41 feet to a point on the existing Easterly right of way line of Avalon Road (County Road 545); thence departing said South line of the Northwest 1/4 of Section 29, run N.00°27'03"W. along said existing Easterly right of way line 342.24 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1942.86 feet and a central angle of 15°08'43"; thence run along the arc of said curve and said existing Easterly right of way line a distance of 513.57 feet to a point on said curve; thence departing said existing Easterly right of way line and said curve, run N.41°47'01"E. 586.39 feet for a POINT OF BEGINNING; thence run S.89°42'10"W. 404.20 feet; thence run N.41°47'01"E. 8.08 feet to a point on the existing South right of way line of Porter Road; thence run N.89°42'10"E. along said existing South right of way line 404.20 feet; thence departing said South right of way line, run S.41°47'01"W. 8.08 feet to the POINT OF BEGINNING;

Containing 2,425 square feet, more or less.

June 26, 2003

SHEET 5 OF 6

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT 653 PARCEL 220
PORTER ROAD-ORANGE COUNTY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A portion of the North 1/2 of Section 29, Township 23 South Range 27 East, Orange County, Florida being more particularly described as follows:

Commence at a 1 inch Iron Pipe at the Northeast corner of said Section 29; Township 23 South Range 27 East, Orange County, Florida as shown on the Orlando-Orange County Expressway Authority Right-of-Way Map Project Number 75320-6460-653, dated 10/01/02; thence run $S00^{\circ}12'24"E$ along the East line of the Northeast 1/4 of said Section 29 a distance of 1294.62 feet to an intersection with the North line of the 60-foot right of way for Porter Road as shown on said Right-of-Way Map; thence departing said East line of the Northeast 1/4, run $S89^{\circ}41'28"W$ along said North line for 2652.79 feet to a point on the East line of the Northwest 1/4 said Section 29; thence continue $S89^{\circ}42'10"W$ along said North line for 929.92 feet to a point on the Easterly right of way line of State Road 429 as shown on said Right-of-Way Map, said point being the POINT OF BEGINNING; thence continue $S89^{\circ}42'10"W$ along said North line of the 60-foot right of way for Porter Road for 404.20 feet to a point on the Westerly line of the State Road 429 right of way as shown on said Right-of-Way Map; thence departing said North right of way line, run $N41^{\circ}47'01"E$ along said Westerly line for 72.35 feet; thence departing said Westerly line, run $N89^{\circ}42'10"E$ for 404.20 feet to a point on the aforesaid Easterly right of way line of State Road 429; thence $S41^{\circ}47'01"W$ along said Easterly line for 72.35 feet to the POINT OF BEGINNING.

Containing 0.500 acres, more or less.


Reserving all rights of ingress, egress, light, air and view to, from or across any State Road 429 Right of Way property which may otherwise accrue to any property adjoining said Right of Way along the following described line:

Commence at a 1 inch Iron Pipe at the Northeast corner of said Section 29; Township 23 South Range 27 East, Orange County, Florida as shown on the Orlando-Orange County Expressway Authority Right-of-Way Map Project Number 75320-6460-653, dated 10/01/02; thence run $S00^{\circ}12'24"E$ along the East line of the Northeast 1/4 of said Section 29 a distance of 1294.62 feet to an intersection with the North line of the 60-foot right of way for Porter Road as shown on said Right-of-Way Map; thence departing said East line of the Northeast 1/4, run $S89^{\circ}41'28"W$ along said North line for 2652.79 feet to a point on the East line of the Northwest 1/4 said Section 29; thence continue $S89^{\circ}42'10"W$ along said North line for 929.92 feet to a point on the Easterly right of way line of State Road 429 as shown on said Right-of-Way Map; thence departing said North right of way line, run $N41^{\circ}47'01"E$ for 72.35 feet along said Easterly right of way line to the POINT OF BEGINNING; thence run $S89^{\circ}42'10"W$ for 404.20 feet to a point on the Westerly right of way line of said State Road 429, said point being the POINT OF TERMINATION.

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24


J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 06/13/16
Scale: 1" = 100'
Job No.:
F.B.: N/A
Drawn By: EW
Ckd. By: JVC
Sheet 1 of 2

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT 653 PARCEL 220
PORTER ROAD-ORANGE COUNTY

ESTATE: FEE SIMPLE

P.O.C.
NE CORNER
SECTION 29-23-27

20
21
29
28

SR 429
Project Number: 75320-6460-653

P.O.T.
(L.A. R/W LINE
RESERVATION)

P.O.B.
(L.A. R/W LINE
RESERVATION)

P.O.B.
(PARCEL)

PORTER RD.
DEED BOOK 688, PAGE 508

THIS IS NOT A SURVEY
ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

The bearings shown hereon
are based upon the West line
of the NE 1/4 of Section 29,
Township 23 South, Range 27 East
Bearing $S00^{\circ}12'24"W$

Date: 06/13/16
Scale: 1" = 100'
Job No.:
F.B.: N/A
Drawn By: EW
Ckd. By: JVC
Sheet 2 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 223 (PARTIAL)

Legal Description

A parcel of land lying in the north 1/2 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence S00°06'56"E along the west line of said northeast 1/4 for 1355.54 feet to a point on the south line of the existing right-of-way for McKinney Road as shown on the Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project Number 75320-6460-653, dated 10/01/02, said point being the POINT OF BEGINNING; thence N89°43'18"E along said south line for 75.00 feet; thence S00°06'56"E for 31.71 feet; thence S89°42'32"W for 75.00 feet to a point on said west line of the northeast 1/4; thence continue S89°42'32"W for 55.78 feet; thence S86°17'42"W for 127.61 feet; thence S00°17'28"E for 26.40 feet; thence S89°42'32"W for 165.62 feet to the point of intersection of the west limited access right-of-way of State Road 429 and the south right-of-way of McKinney Road (now known as New Independence Parkway) as shown on said OOCEA right-of-way map; thence along said south right-of-way of McKinney Road for the following seven (7) courses: continue S89°42'32"W for 191.23 feet to a point on a non-tangent curve concave to the southeast; thence southwest along the arc of said curve, having a radius of 1123.25 feet and a chord bearing of S87°46'52"W, through a central angle of 07°05'10", for 138.92 feet to a point hereafter known as Point "A"; thence continue along said curve, having a radius of 1123.25 feet and a chord bearing of S66°00'40"W, through a central angle of 36°27'14", for 714.66 feet; thence S46°12'28"W for 387.26 feet; thence S37°40'37"W for 101.12 feet to a point on a non-tangent curve concave to the northwest; thence southwest along the arc of said curve, having a radius of 1291.23 feet and a chord bearing of S68°06'14"W, through a central angle of 43°47'32", for 986.91 feet to the point of tangency; thence S90°00'00"W for 88.71 feet to a point on the east right-of-way of Avalon Road, said point being a point on a non-tangent curve concave to the west; thence north along the arc of said curve, having a radius of 1433.00 feet and a chord bearing of N05°28'06"E, through a central angle of 06°49'56", for 170.88 feet to a point on the north right-of-way of said McKinney Road (now known as New Independence Parkway); thence along said north right-of-way for the following six (6) courses: run N90°00'00"E for 72.43 feet to the point of curvature of a curve concave to the northwest; thence northeast along the arc of said curve, having a radius of 1121.23 feet, through a central angle of 43°47'32", for 856.97 feet; thence N57°31'03"E for 101.98 feet; thence N46°12'28"E for 387.26 feet to a point on a non-tangent curve concave to the southeast; thence northeast along the arc of said curve, having a radius of 1286.09 feet and a chord bearing of N49°05'26"E, through a central angle of 07°27'23", for 167.37 feet; thence N37°10'52"W for 183.84 feet to a point on the aforesaid south line of the existing right-of-way of McKinney Road; thence N89°45'03"E along said south line for 1398.62 feet to the POINT OF BEGINNING.

Containing 9.194 acres, more or less

(CONTINUE ON SHEET 2)

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24



[Signature] 6/14/12
J. Vance Carper, Jr., PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 05/23/12

Scale: N/A

Job No.: 100002756

F.B.: N/A

Drawn By: JVC

Ckd. By: JVC

Sheet 1 of 1

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 223 (PARTIAL)

(CONTINUED FROM SHEET 1)

Reserving all rights of ingress, egress, light, air and view to, from or across any State Road 429 right of way property which may otherwise accrue to any property adjoining said right of way along the following described line:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence $S00^{\circ}06'56''E$ along the west line of said northeast 1/4 for 1355.54 feet to a point on the south line of the existing right-of-way of aforesaid McKinney Road, said point being the POINT OF BEGINNING; thence $N89^{\circ}43'18''E$ along said south line for 75.00 feet; thence $S00^{\circ}06'56''E$ for 31.71 feet; thence $S89^{\circ}42'32''W$ for 75.00 feet to a point on said west line of the northeast 1/4; thence continue $S89^{\circ}42'32''W$ for 55.78 feet; thence $S86^{\circ}17'42''W$ for 127.61 feet; thence $S00^{\circ}17'28''E$ for 26.40 feet; thence $S89^{\circ}42'32''W$ for 165.62 feet to the point of intersection of the west limited access right-of-way of State Road 429 and the south right-of-way of McKinney Road (now known as New Independence Parkway) as shown on said OOCEA right-of-way map; thence continue $S89^{\circ}42'32''W$ along said south right-of-way of McKinney Road for 191.23 feet to a point on a non-tangent curve concave to the southeast; thence southwest along said south right-of-way of McKinney Road and the arc of said curve, having a radius of 1123.25 feet and a chord bearing of $S87^{\circ}46'52''W$, through a central angle of $07^{\circ}05'10''$, for 138.92 feet to aforesaid Point "A", said point being the POINT OF TERMINATION.

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Date: 05/23/12

Scale: N/A

Job No.: 100002756

F.B.: N/A

Drawn By: NC

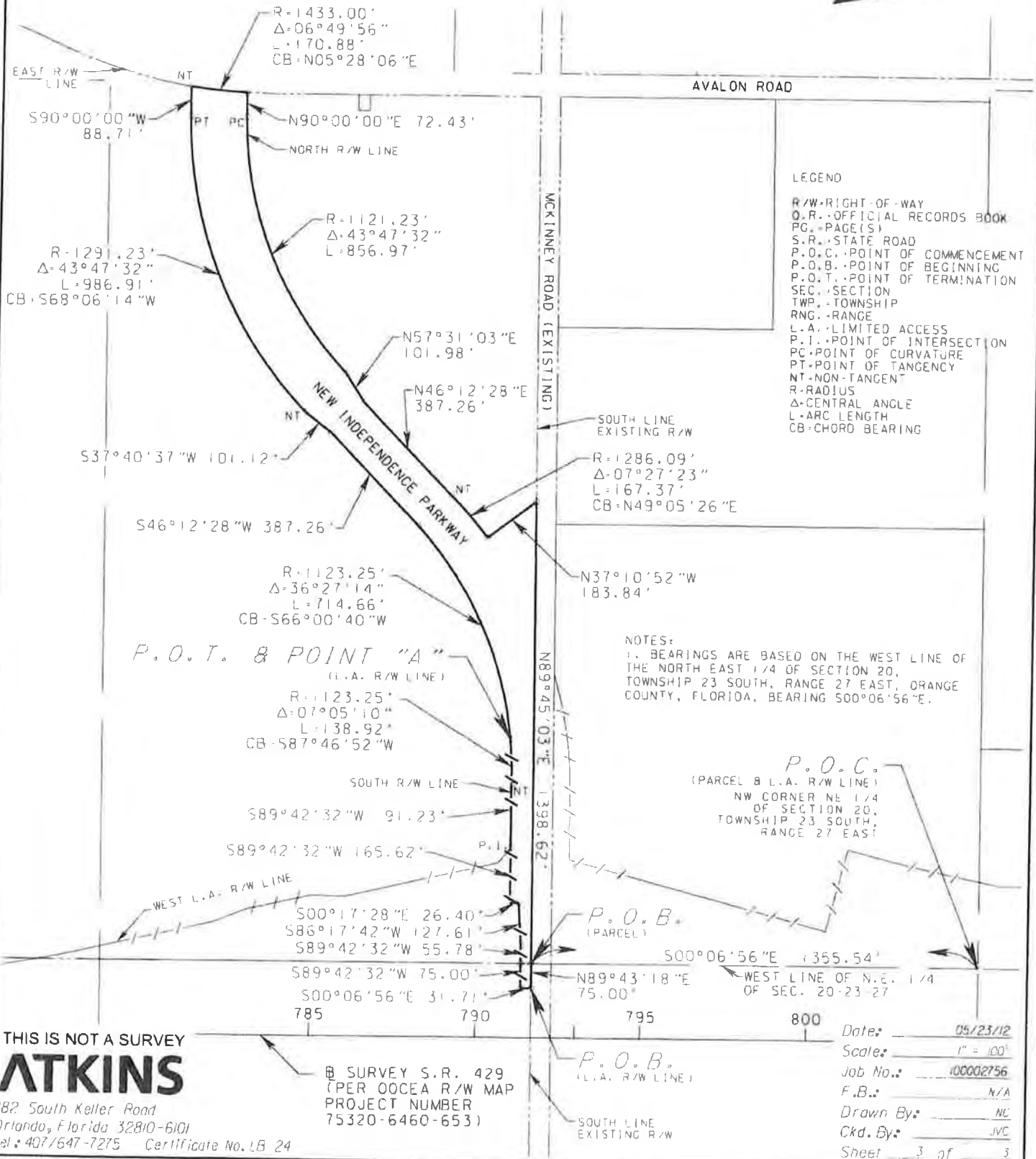
Ckd. By: JVC

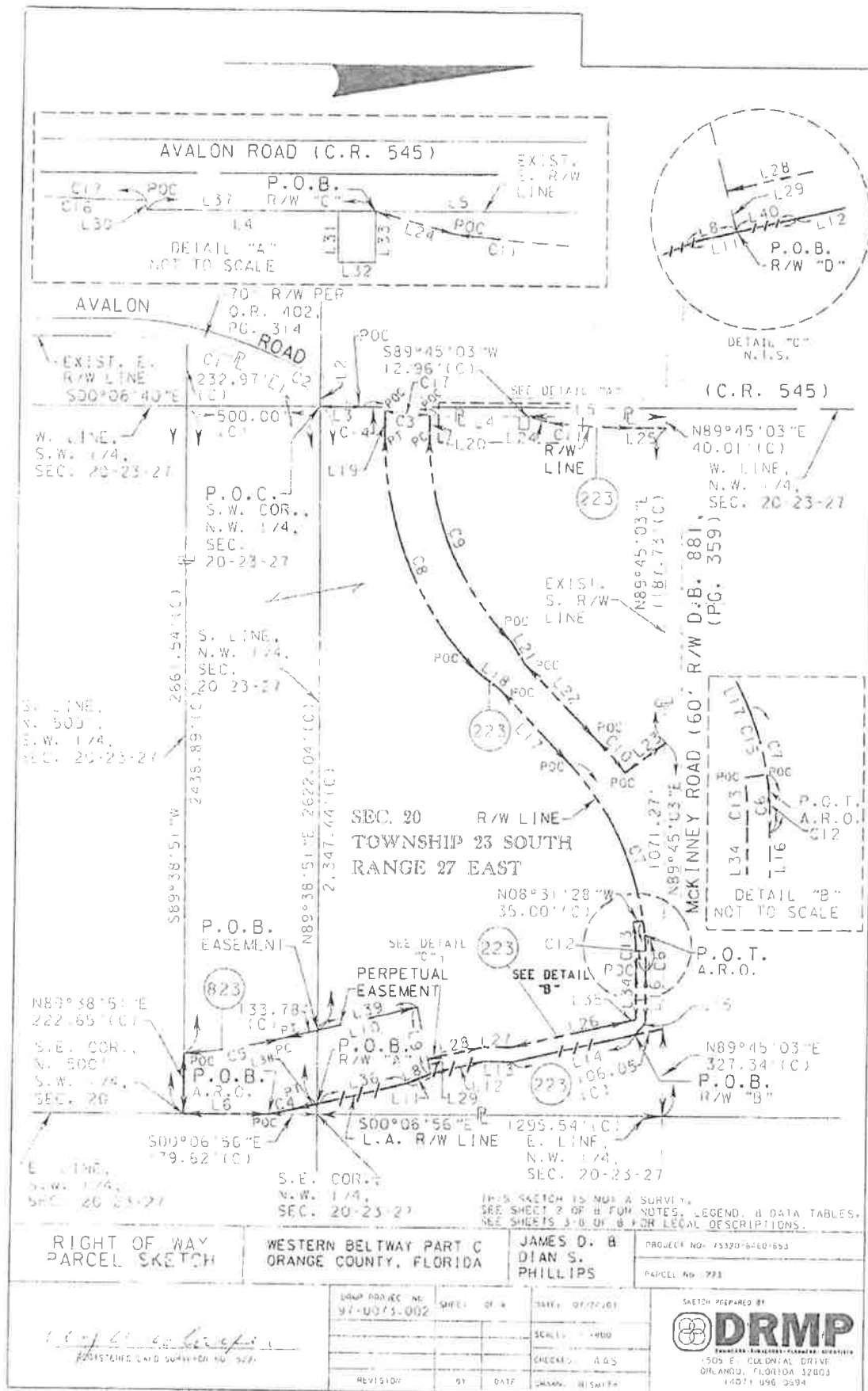
Sheet 2 of 3

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 223 (PARTIAL)





NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM. DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING $S89^{\circ}59'50''E$, MEAN SCALE FACTOR: 0.99997293

THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.

NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

- (C) = CALCULATED
- C.B. = CHORD BEARING
- COR. = CORNER
- C.R. = COUNTY ROAD
- ° = DEGREE
- ' = MINUTE
- '' = SECOND
- Δ = DELTA
- E = EAST
- E.S.M.T. = EASEMENT
- EXIST. = EXISTING
- F.P.C. = FLORIDA POWER CORPORATION
- L.A. = LIMITED ACCESS
- MINUTE/FEET
- N. = NORTH
- N.T.S. = NOT TO SCALE
- P.C. = POINT OF CURVATURE
- P.O.B. = POINT OF BEGINNING
- P. = PROPERTY LINE
- R. = RADIUS
- R/W. = RIGHT OF WAY
- S. = SOUTH
- SEC. = SECTION
- S. = SOUTH
- W. = WEST
- P.C. = POINT OF CURVATURE
- P.O.C. = POINT OF COMPOUND CURVATURE
- P.O.C. = POINT ON CURVE
- P.O.C. = ACCESS RIGHTS ONLY
- P.O.T. = POINT OF TERMINATION
- O.V.E.R.A.L.L.

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N25°38'50"E	40.49 (C)
L2	N89°38'51"E	15.97 (C)
L3	N00°05'51"W	153.20 (C)
L4	N00°05'51"W	282.90 (C)
L5	N00°05'51"W	23.07 (C)
L6	N00°05'51"W	320.38 (C)
L7	N13°01'24"W	348.63 (C)
L8	N22°08'58"W	32.27 (C)
L9	N78°20'16"E	257.42 (C)
L10	S13°37'21"E	519.42 (C)
L11	N22°06'54"W	10.27 (C)
L12	N13°01'34"W	200.00 (C)
L13	N01°30'37"E	103.00 (C)
L14	N13°01'34"W	47.78 (C)
L15	N50°27'21"W	58.49 (C)
L16	S89°42'32"W	19.23 (C)
L17	S46°12'28"W	187.26 (C)
L18	S37°40'37"W	101.72 (C)
L19	N90°00'00"W	88.71 (C)
L20	S30°00'00"E	72.43 (C)
L21	N57°31'03"E	101.98 (C)
L22	N46°12'28"E	397.26 (C)
L23	N37°10'52"W	181.84 (C)
L24	S15°33'51"W	78.45 (C)
L25	S00°05'45"E	125.66 (C)
L26	N13°01'34"W	146.38 (C)
L27	N01°00'11"E	163.27 (C)
L28	N13°24'58"W	214.17 (C)
L29	S78°20'16"W	55.03 (C)
L30	N89°38'51"E	2.01 (C)
L31	N89°38'51"E	48.00 (C)
L32	N00°05'51"W	55.00 (C)
L33	S89°45'03"W	48.00 (C)
L34	S89°42'32"W	119.21 (C)
L35	N78°01'34"W	37.59 (C)
L36	N13°01'34"W	348.63 (C)
L37	N00°05'51"W	37.96 (C)
L38	N13°01'34"W	37.36 (C)
L39	N78°33'21"W	385.65 (C)
L40	S22°08'59"E	9.00 (C)

CURVE DATA TABLE

CURVE	DELTA	LENGTH	RADIUS	CH. BEARING
C1	13°50'05"RT	330.15 (C)	1367.30'	N10°41'47"W
C2	08°36'08"RT	185.12 (C)	1433.00'	N22°18'46"E
C3	06°49'56"LT	170.80 (C)	1433.00'	S05°28'06"E
C4	01°47'20"LT	86.51 (C)	2770.79'	N12°07'54"W
C5	00°25'50"RT	374.00 (C)	2546.65'	S09°24'11"E
C6	07°05'41"LT	138.32 (C)	1223.25'	S47°36'52"W
C7	43°12'24"LT	953.16 (C)	123.24'	S68°33'16"W
C8	43°47'32"LT	986.7 (C)	129.23'	S68°06'14"W
C9	43°47'32"LT	826.77 (C)	112.23'	N68°06'14"E
C10	07°27'23"LT	16.47 (C)	1256.09'	N42°05'26"E
C11	06°52'12"LT	314.33 (C)	2621.88'	S03°20'21"W
C12	09°50'56"LT	93.08 (C)	23.75'	S85°24'00"W
C13	09°54'07"LT	188.05 (C)	1088.27'	S85°25'18"W
C14	03°20'10"LT	83.44 (C)	1333.00'	N10°33'09"E
C15	12°41'29"RT	660.50 (C)	123.25'	N64°17'40"E
C16	02°08'53"LT	53.73 (C)	1433.00'	N00°58'42"E
C17	12°18'59"LT	308.04 (C)	1433.00'	N05°03'45"E

SKETCH PREPARED BY



1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32801
(407) 996-0531

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 223

**RIGHT OF WAY "C"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

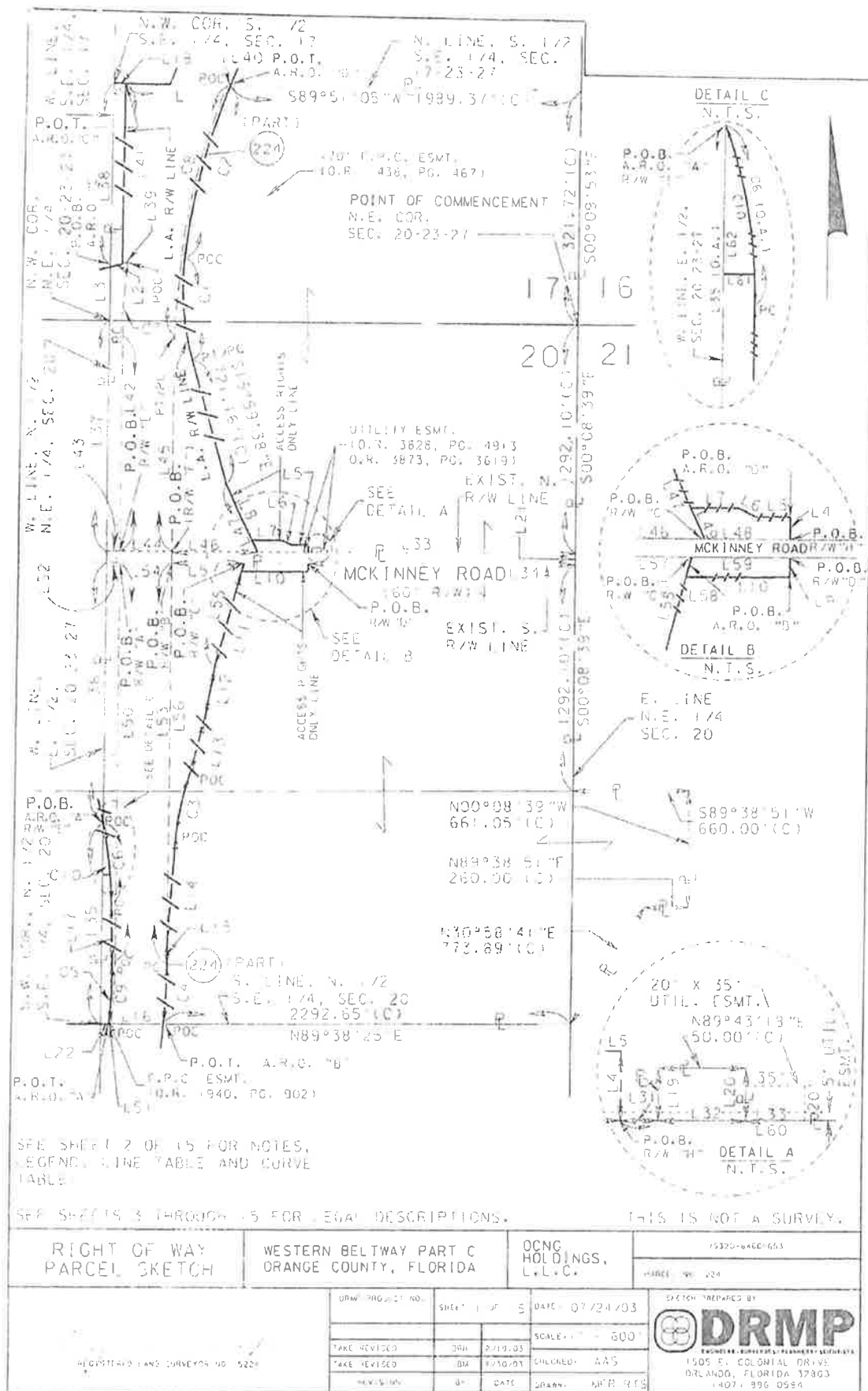
A portion of the Northwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Northwest 1/4 of Section 20; thence run N.00°05'51"W. along the West line Northwest 1/4 of Section 20 a distance of 163.20 feet to a point on the existing East right of way line of Avalon Road said point also being a point on a non-tangent curve, concave Northwesterly, having a radius of 1433.00 feet and a central angle of 12°18'59"; thence run Northeasterly along said curve an arc distance of 308.04 feet from a chord bearing of N.06°03'45"E. along said Easterly right of way line to a point on said curve; thence run N.89°54'15"E. a distance of 2.01 feet; thence run N.00°05'51"W. a distance of 317.90 feet for a POINT OF BEGINNING; thence continue N.00°05'51"W. a distance of 513.67 feet to the existing South right of way line of McKinney Road; thence departing said Easterly right of way line run N.89°45'03"E. 40.01 feet along said South right of way line; thence departing said South right of way line run S.00°05'45"E. a distance of 124.66 feet to the point of curvature of a curve to the right, concave Northwesterly, having a radius of 2621.48 feet and a central angle of 06°52'12"; thence run Southwesterly along the arc of said curve a distance of 314.33 feet to a point on said curve; thence departing said curve run S.15°33'51"W. a distance of 78.45 feet to the POINT OF BEGINNING.

Containing 16,366 square feet, more or less.

July 24, 2003

SHEET 6 OF 8



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM. DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN C.P.S. MONUMENT NO. 504 AND C.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO TITLE INFORMATION WAS PROVIDED TO THIS SURVEYOR, NOR DID THIS SURVEYOR ABSTRACT THESE LANDS.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°51'05"E	591.04'(C)
L2	N75°41'29"E	67.18'(C)
L3	N00°08'25"W	299.62'(C)
L4	S00°17'28"E	45.52'(C)
L5	N89°42'32"E	100.00'(C)
L6	S63°43'31"E	55.90'(C)
L7	N89°42'32"E	169.38'(C)
L8	S24°56'35"E	340.55'(C)
L9	S00°17'28"E	46.48'(C)
L10	S89°42'32"W	372.37'(C)
L11	S14°33'27"W	560.14'(C)
L12	S09°47'37"W	301.04'(C)
L13	S14°33'27"W	332.34'(C)
L14	S03°53'04"W	608.60'(C)
L15	S00°06'56"E	122.15'(C)
L16	S89°38'25"W	301.42'(C)
L17	N01°39'18"W	328.88'(C)
L18	N89°51'05"E	65.57'(C)
L19	N00°06'56"W	30.00'(C)
L20	S00°06'56"E	30.00'(C)
L21	S00°06'39"E	60.00'(C)
L22	S89°38'25"W	47.29'(C)
L23	S00°06'56"E	66.25'(C)
L31	S89°43'18"W	21.32'(C)
L32	S89°43'18"W	50.00'(C)
L33	S89°43'18"W	1442.55'(C)
L34	S89°43'18"W	1513.71'(C)
L35	N00°06'56"W	1142.81'(C)

LINE TABLE

LINE	BEARING	DISTANCE
L36	N00°06'56"W	1475.16'(C)
L37	N00°06'56"W	1295.54'(C)
L38	N00°08'25"W	1024.67'(C)
L39	N75°41'29"E	31.97'(C)
L40	N89°51'05"E	3.35'(C)
L41	N00°06'56"W	1008.24'(C)
L42	N00°06'56"W	1211.55'(C)
L43	S89°43'18"W	75.00'(C)
L44	S89°43'18"W	300.00'(C)
L45	S00°06'56"E	1210.70'(C)
L46	S89°43'18"W	474.64'(C)
L47	S24°56'35"E	418.07'(C)
L48	S89°43'18"W	287.04'(C)
L49	N24°56'35"W	77.52'(C)
L50	S00°06'56"E	2263.29'(C)
L51	S89°38'25"W	10.54'(C)
L52	N89°43'18"E	75.00'(C)
L53	S00°06'56"E	2264.14'(C)
L54	N89°43'18"E	300.00'(C)
L55	S14°33'27"W	608.31'(C)
L56	N00°06'56"W	2142.00'(C)
L57	N89°43'18"E	401.84'(C)
L58	N14°33'27"E	48.77'(C)
L59	N89°43'18"E	360.03'(C)
L60	S89°43'18"W	1513.87'(C)
L61	S89°38'51"W	43.74'(C)
L62	N00°06'56"W	320.38'(C)

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	21°37'35"	582.41'(C)	1543.02'	S05°10'50"E
C2	15°39'03"	998.93'(C)	3636.94'	S13°27'29"W
C3	10°40'23"	337.19'(C)	810.74'	S11°45'48"W
C4	05°06'25"	353.83'(C)	3969.72'	S02°26'16"W
C5	05°07'06"	354.18'(C)	3964.73'	N01°55'19"E
C6	09°34'55"	463.38'(C)	2770.79'	N06°26'46"W
C7	05°52'4"	408.42'(C)	3969.72'	N02°49'54"E
C8	22°34'09"	1445.53'(C)	3589.72'	S11°10'08"W
C9	05°32'45"	355.20'(C)	3669.72'	S02°39'26"W
C10	06°41'12"	323.36'(C)	2770.79'	S07°51'38"E

LEGEND:

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> CC - CALCULATED C.B. - CHORD BEARING CD - CORNER D - DEGREE Δ - DELTA E - EAST ESMT - EASEMENT EXST - EXISTING F.P.C. - FLORIDA POWER CORPORATION L - ARC LENGTH L.A. - LIMITED ACCESS M.F. - MINUTE FEET N - NORTH N.T.S. - NOT TO SCALE P - PAGE O.R. - OFFICIAL RECORD | <ul style="list-style-type: none"> P.O.B. - POINT OF BEGINNING P - PROPERTY LINE R - RADIUS R/W - RIGHT OF WAY S - SECOND SEC. - SECTION S. - SOUTH W. - WEST PC - POINT OF CURVATURE PCC - POINT OF COMPOUND CURVATURE POC - POINT ON CURVE A.R.O. - ACCESS RIGHTS ONLY P.O.T. - POINT OF TERMINATION O.A. - OVERALL | <ul style="list-style-type: none"> UTILITY |
|--|---|---|
- SEE SHEET 5 FOR SAECH AND SHEETS 3 THROUGH 5 FOR LEGAL DESCRIPTIONS.

PANCEL NO. 224

SKETCH PREPARED BY



1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32813
(407) 896-0574

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 224

**RIGHT OF WAY "D"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the East 1/2 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 20; thence run S.00°08'39"E. along the East line of the Northeast 1/4 of said Section 20 a distance of 1352.10 feet to a point on the existing South right of way line of McKinney Road (as now established); thence departing said East line of the Northeast 1/4 of Section 20, run S.89°43'18"W. along said existing South right of way line of McKinney Road a distance of 1513.71 feet for a POINT OF BEGINNING; thence departing said South right of way line, run S.00°17'28"E. 46.48 feet; thence S.89°42'32"W. 372.37 feet; thence N.14°33'27"E. 48.17 feet to a point on the aforesaid existing South right of way line of McKinney Road; thence run N.89°43'18"E. along said existing South right of way line a distance of 360.03 feet to the POINT OF BEGINNING.

Containing 17,036 square feet, more or less.

July 24, 2003

SHEET 6 OF 15

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 224

**RIGHT OF WAY "H"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the North 1/2 of the Northeast 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 20; thence run S.00°08'39"E. along the East line of said Northeast 1/4 of Section 20 a distance of 1292.10 feet to a point on the existing North right of way line of McKinney Road (as now established); thence departing said East line of the Northeast 1/4 of Section 20, run S.89°43'18"W. along said existing North right of way line of McKinney Road a distance of 1513.87 feet for a POINT OF BEGINNING; thence continue S.89°43'18"W. along said North right of way line a distance 287.04 feet; thence departing said North right of way line, run N.24°56'35"W. 77.52 feet; thence N.89°42'32"E. 169.38 feet; thence S.63°43'31"E. 55.90 feet; thence N.89°42'32"E. 100.00 feet; thence S.00°17'28"E. 45.52 feet to the POINT OF BEGINNING.

Containing 18,247 square feet, more or less.

July 24, 2003

SHEET 10 OF 15

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 224 (PARTIAL)

Legal Description

A parcel of land lying in the northeast 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence $S00^{\circ}06'56''E$ along the west line of said northeast 1/4 for 1295.54 feet to a point on the north line of the existing right-of-way for McKinney Road (now known as New Independence Parkway) as shown on the Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project Number 75320-6460-653, dated 10/01/02; thence $N89^{\circ}43'18''E$ along said north line for 375.00 feet to the POINT OF BEGINNING; thence continue $N89^{\circ}43'18''E$ along said north line for 474.64 feet to a point on the southerly prolongation of the east limited access right-of-way line of State Road 429 as shown on said OOCEA right-of-way map; thence $N24^{\circ}56'35''W$ along said southerly prolongation for 77.52 feet to a point of intersection along said east limited access right-of-way line; thence $S89^{\circ}42'32''W$ for 190.59 feet; thence $S00^{\circ}17'28''E$ for 36.88 feet; thence $S86^{\circ}13'47''W$ for 121.47 feet; thence $S89^{\circ}42'32''W$ for 130.39 feet; thence $S00^{\circ}06'56''E$ for 26.10 feet to the POINT OF BEGINNING.

Containing 0.50 acres, more or less.

Reserving all rights of ingress, egress, light, air and view to, from or across any State Road 429 right of way property which may otherwise accrue to any property adjoining said right of way.



THIS IS NOT A SURVEY

ATKINS

462 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. 15,113

J. Vance Carper, Jr., P.S.M.
Professional Surveyor and Mapper
Florida Certificate No. 3598

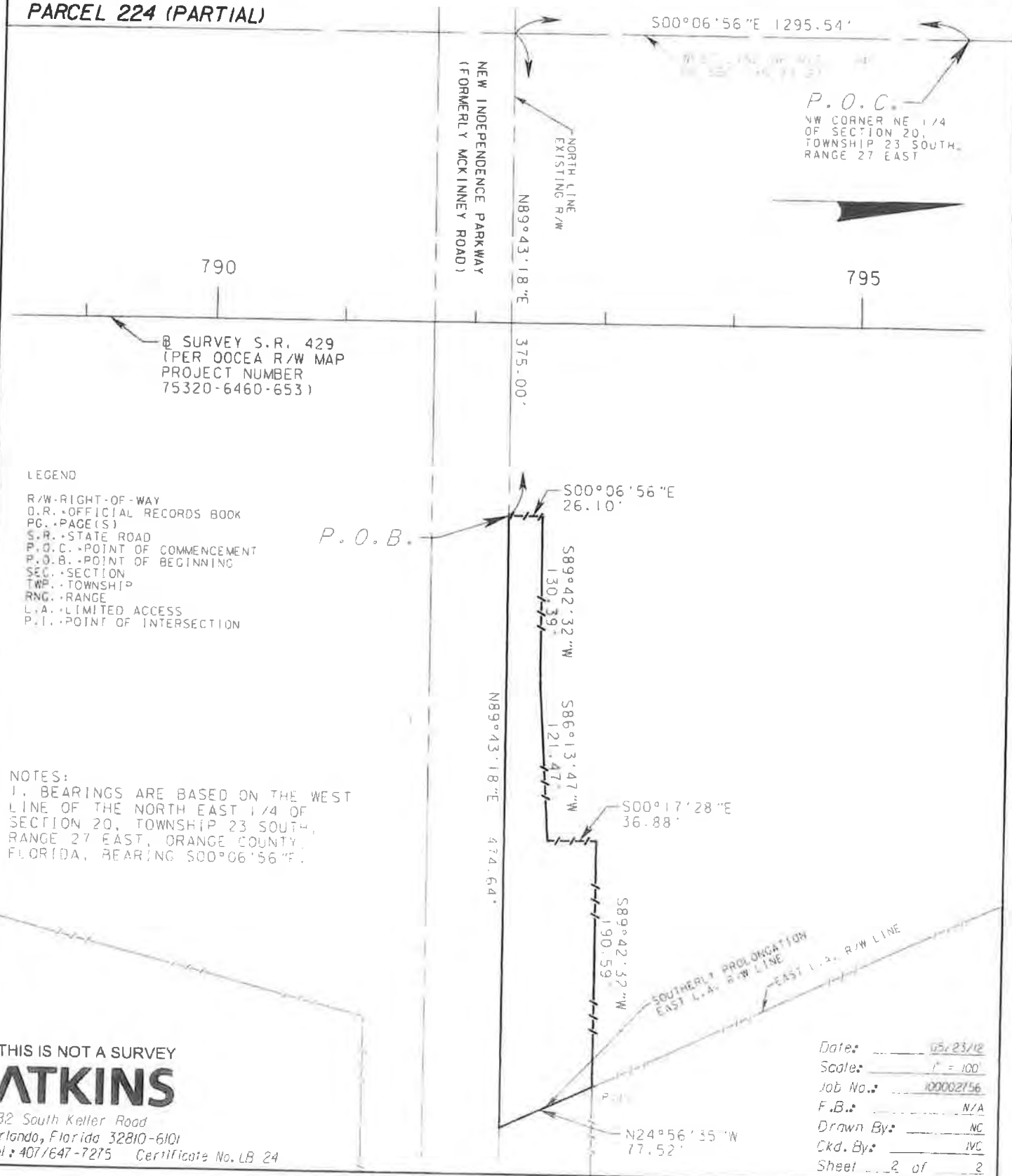
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 05/23/12
Scale: N/A
Job No.: 00002756
F.B.: N/A
Drawn By: [Signature]
Ckd. By: [Signature]
Sheet: 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 224 (PARTIAL)



THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Date: 05/23/12

Scale: 1" = 100'

Job No.: 100002156

F.B.: N/A

Drawn By: NC

Ckd. By: IVC

Sheet 2 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 224 (PARTIAL)

Legal Description

A parcel of land lying in the northeast 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence $S00^{\circ}06'56''E$ along the west line of said northeast 1/4 for 1355.54 feet to a point on the south line of the existing right-of-way for McKinney Road (now known as New Independence Parkway) as shown on the Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project Number 75320-6460-653, dated 10/01/02; thence $N89^{\circ}43'18''E$ along said south line for 375.00 feet to the POINT OF BEGINNING; thence continue $N89^{\circ}43'18''E$ along said south line for 401.84 feet to a point on the northerly prolongation of the east limited access right-of-way line of State Road 429 as shown on said OOCEA right-of-way map; thence $S14^{\circ}33'27''W$ along said northerly prolongation for 48.17 feet to a point of intersection along said east limited access right-of-way line; thence $S89^{\circ}42'32''W$ for 125.80 feet; thence $N00^{\circ}17'28''W$ for 11.16 feet; thence $N86^{\circ}48'42''W$ for 129.16 feet; thence $S89^{\circ}42'32''W$ for 134.85 feet; thence $N00^{\circ}06'56''W$ for 27.65 feet to the POINT OF BEGINNING.

Containing 13,936 square feet, more or less.

Reserving all rights of ingress, egress, light, air and view to, from or across any State Road 429 right of way property which may otherwise accrue to any property adjoining said right of way.

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

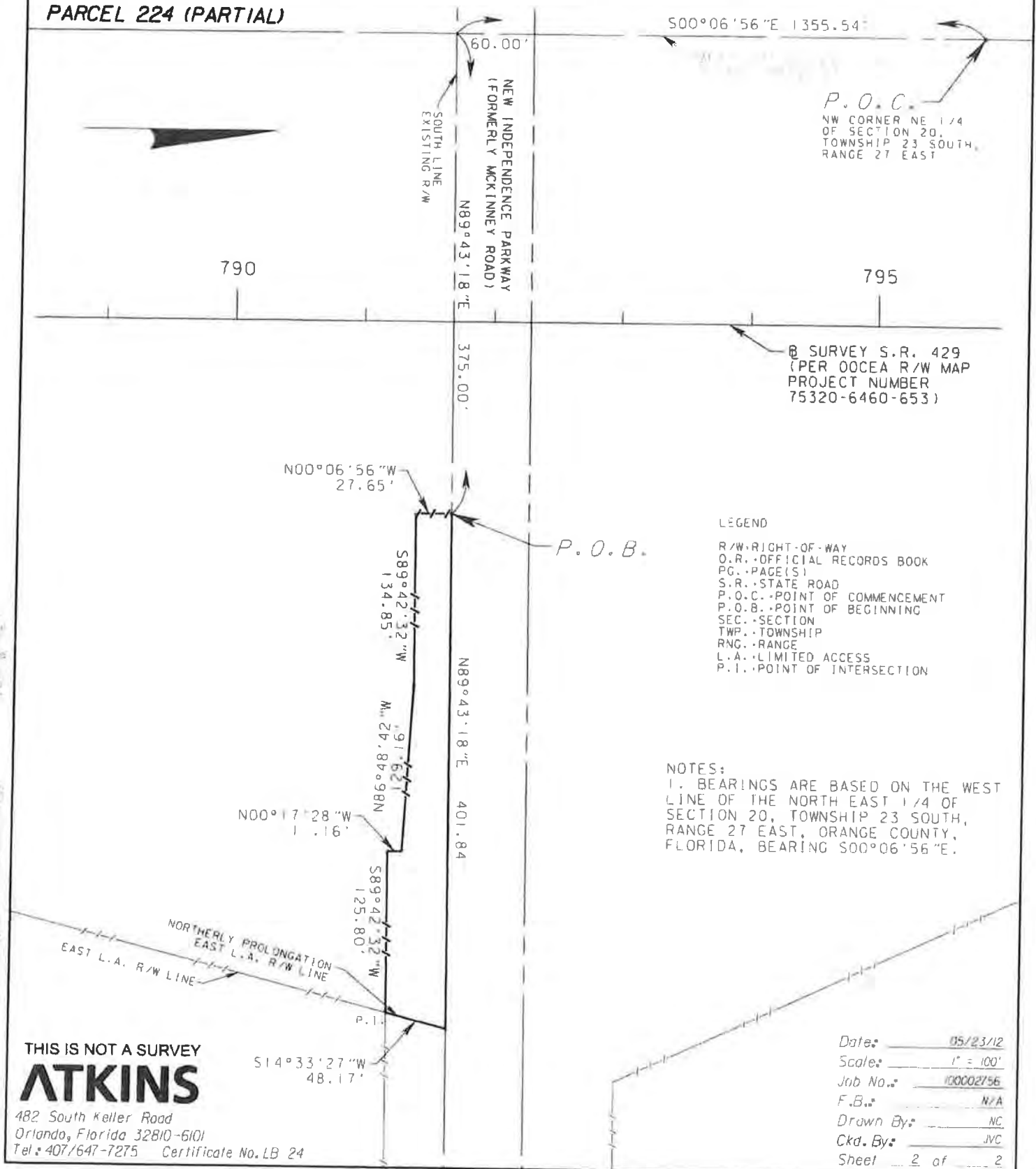


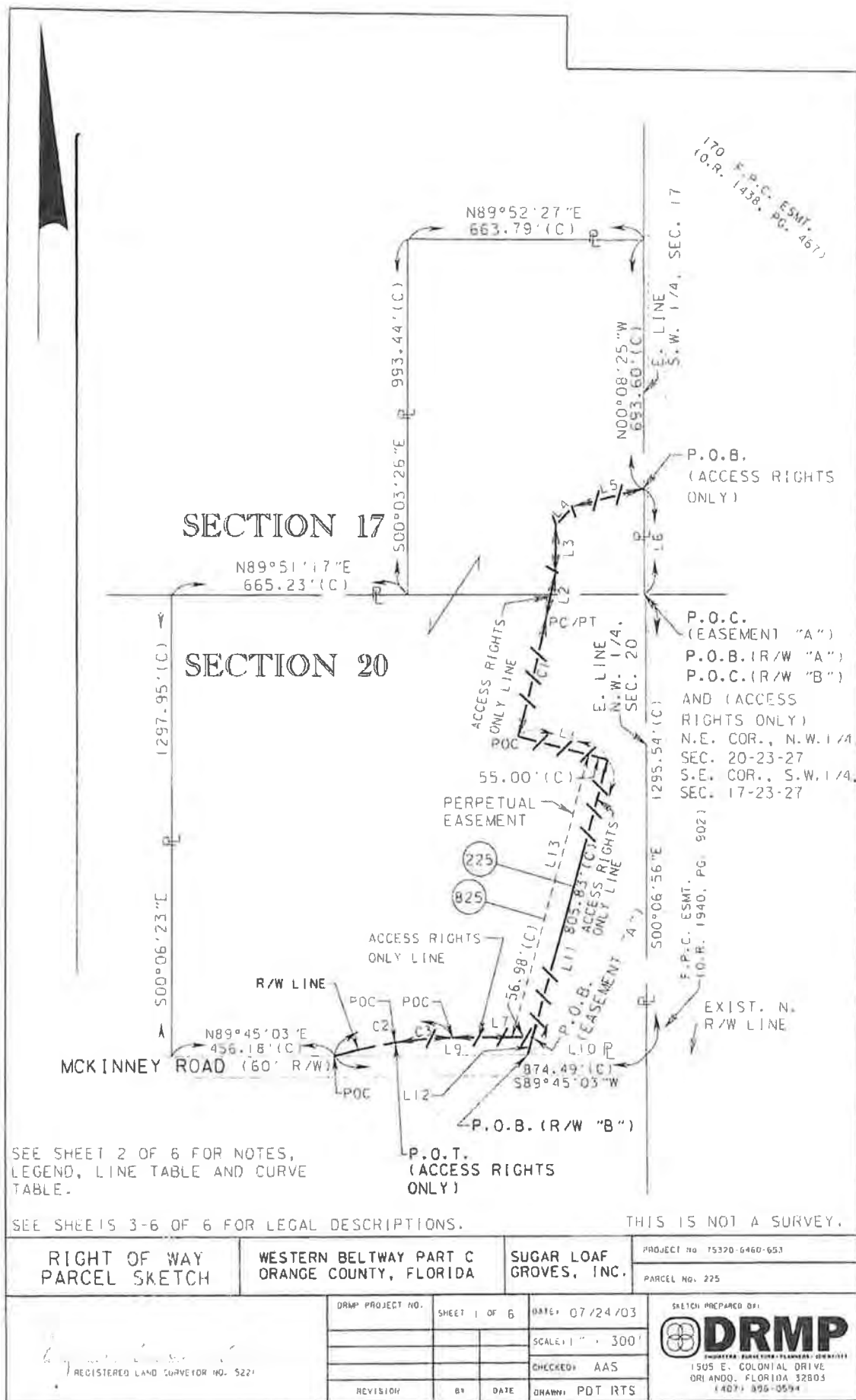
J. Vance Carter, Jr.
J. Vance Carter, Jr., PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 05/23/12
Scale: N/A
Job No.: 100002756
F.B.: N/A
Drawn By: NC
Ckd. By: JVC
Sheet 1 of 2

PARCEL 224 (PARTIAL)





**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 225

**RIGHT OF WAY "B"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 20; thence run S.00°06'56"E. along the East line of the Northwest 1/4 of said Section 20 a distance of 1295.54 feet to a point on the existing North right of way line of McKinney Road (as now established); thence departing said East line of the Northwest 1/4 of said Section 20, run S.89°45'03"W. along said existing North right of way line of McKinney Road a distance of 328.47 for a POINT OF BEGINNING; thence continue S.89°45'03"W. a distance of 546.02 feet to a point on a curve concave Southeasterly, having a radius of 1286.09 feet and a central angle of 15°06'06"; thence departing said North right of way line of said McKinney Road, from a chord bearing of N.81°05'40"E. run Northeasterly along the arc of said curve a distance of 338.98 feet to a point on said curve, thence departing said curve run N.89°42'32"E. a distance of 225.66 feet; thence S.14°52'17"W. 52.87 feet to the POINT OF BEGINNING.

Containing 0.509 acres, more or less.

July 24, 2003

SHEET 4 OF 6

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 225 (PARTIAL)

Legal Description

A parcel of land lying in the north 1/2 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence $S00^{\circ}06'56''E$ along the west line of said northeast 1/4 for 1269.52 feet to the POINT OF BEGINNING; thence $N89^{\circ}42'32''E$ for 75.00 feet; thence $S00^{\circ}06'56''E$ for 26.04 feet to a point on the north line of the existing right-of-way for McKinney Road (now known as New Independence Parkway) as shown on the Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project Number 75320-6460-653, dated 10/01/02; thence $S89^{\circ}43'18''W$ along said north line for 75.00 feet to a point on the west line of said northeast 1/4; thence $S89^{\circ}45'03''W$ along said north line for 328.47 feet to a point on the southerly prolongation of the west limited access right-of-way line of State Road 429 as shown on said OOCEA right-of-way map; thence $N14^{\circ}52'17''E$ along said southerly prolongation for 52.87 feet to a point of intersection along said west limited access right-of-way line; thence $N89^{\circ}42'32''E$ for 132.82 feet; thence $S00^{\circ}17'28''E$ for 17.76 feet; thence $S86^{\circ}52'38''E$ for 125.86 feet; thence $N89^{\circ}42'32''E$ for 56.27 feet to the POINT OF BEGINNING.

Containing 0.33 acres, more or less.

Reserving all rights of ingress, egress, light, air and view to, from or across any State Road 429 right of way property which may otherwise accrue to any property adjoining said right of way.

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101

Tel: 407/647-7275 Certificate No. LB 24



[Signature]
J. Vance Carper, Jr., PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 05/23/12
Scale: N/A
Job No.: 100002756
F.B.: N/A
Drawn By: MC
Ckd. By: MC
Sheet: 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY

PROJECT: 653

ESTATE: FEE SIMPLE

PARCEL 225 (PARTIAL)

LEGEND

R/W - RIGHT-OF-WAY
O.R. - OFFICIAL RECORDS BOOK
PG. - PAGE(S)
S.R. - STATE ROAD
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
SEC. - SECTION
TWP. - TOWNSHIP
RNG. - RANGE
L.A. - LIMITED ACCESS
P.I. - POINT OF INTERSECTION

P.O.B.

S89°43'18"W
75.00'

NORTH LINE
EXISTING R/W

NEW INDEPENDENCE PARKWAY
(FORMERLY MCKINNEY ROAD)

S89°45'03"W
328.47'

N14°52'17"E
52.87'

N89°42'32"E
132.82'

SOUTHERLY PROLONGATION
WEST L.A. R/W LINE

WEST L.A. R/W LINE

S00°17'28"E
17.76'

S86°52'38"E
125.86'

N89°42'32"E
56.27'

S00°06'56"E 1269.52'

N89°42'32"E
75.00'

S00°06'56"E
26.04'

P.O.C.
NW CORNER NE 1/4
OF SECTION 20,
TOWNSHIP 23 SOUTH,
RANGE 27 EAST

790

795

@ SURVEY S.R. 429
(PER OCEA R/W MAP
PROJECT NUMBER
75320-6460-653)

NOTES:

BEARINGS ARE BASED ON THE WEST LINE OF
THE NORTH EAST 1/4 OF SECTION 20,
TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE
COUNTY, FLORIDA, BEARING S00°06'56"E

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road

Orlando, Florida 32810-6101

Tel: 407/647-7275 Certificate No. LR 24

Date: 05/23/12

Scale: 1" = 100'

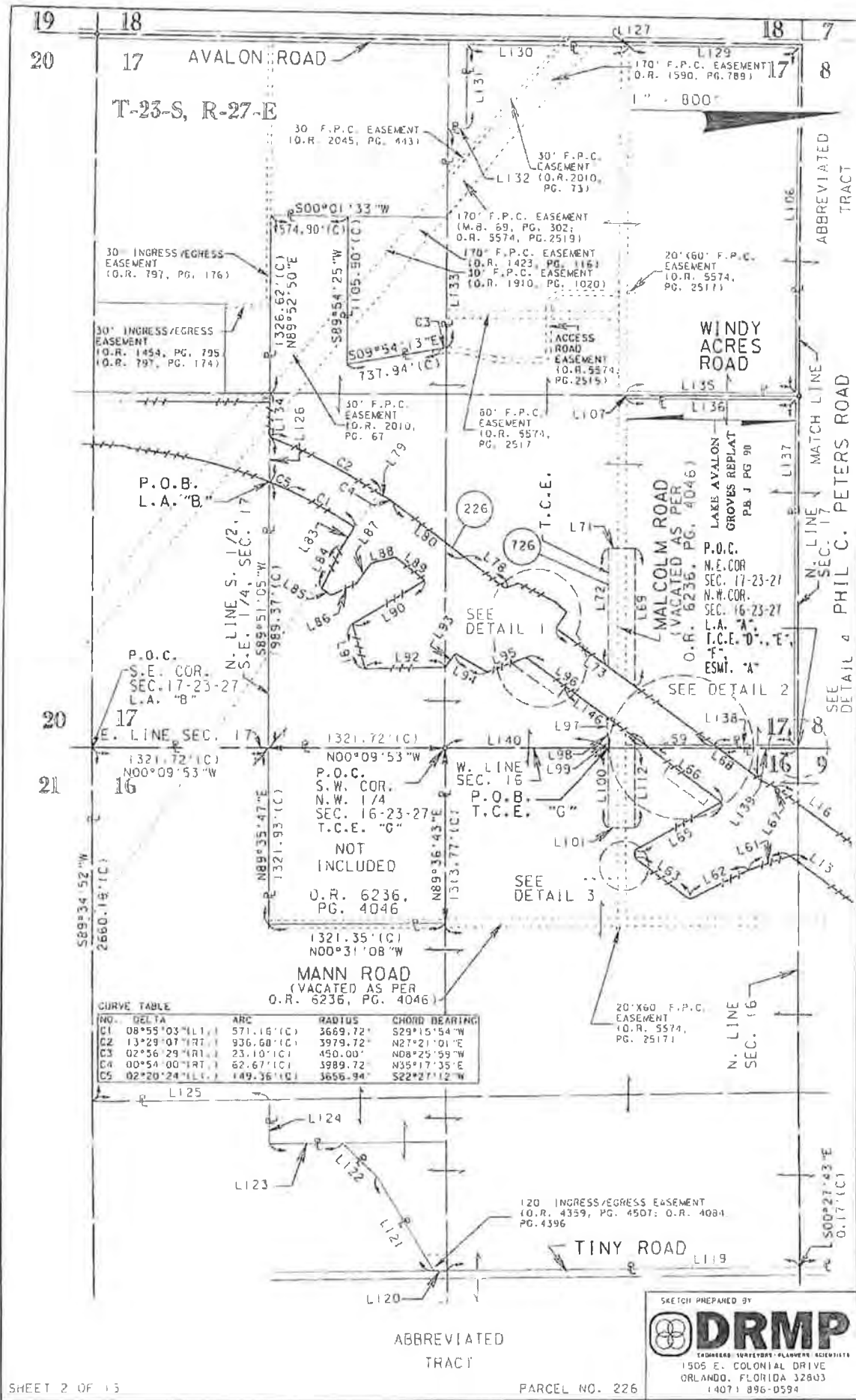
Job No.: 100002756

P.B.: N/A

Drawn By: NC

Ckd. By: JVC

Sheet 2 of 2



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM - EAST ZONE, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT No. 504 AND G.P.S. MONUMENT No. 509, BEARING S89°59'50"E. SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY RECORD.
3. NOT VALID WITHOUT ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS IS NOT A SURVEY.

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N40°49'32"E	421.25'(C)	L80	N36°49'12"E	672.02'(C)
L2	S53°34'58"E	100.30'(C)	L83	N57°25'22"W	160.09'(C)
L3	S40°49'32"W	421.25'(C)	L84	N64°29'02"W	354.80'(C)
L4	N53°34'58"W	100.30'(C)	L85	S36°25'00"W	86.24'(C)
L5	N36°25'02"E	440.00'(C)	L86	S25°41'07"E	205.18'(C)
L6	S53°34'58"E	100.00'(C)	L87	S53°34'57"E	189.42'(C)
L7	S36°25'02"W	440.00'(C)	L88	S13°53'02"E	183.81'(C)
L8	N53°34'58"W	100.00'(C)	L89	S36°25'02"W	284.27'(C)
L9	N41°22'40"E	331.24'(C)	L90	N31°07'38"W	635.56'(C)
L10	S53°34'58"E	100.38'(C)	L91	S74°13'45"W	350.83'(C)
L11	S41°22'40"W	331.24'(C)	L92	S01°22'39"E	605.99'(C)
L12	N53°34'58"W	100.38'(C)	L93	S53°22'20"E	128.84'(C)
L13	S36°25'02"W	848.33'(C)	L94	S30°08'00"W	279.47'(C)
L15	N33°49'19"E	2083.14'(C)	L95	S21°19'30"E	309.40'(C)
L16	N36°25'02"E	750.00'(C)	L96	S36°25'02"W	1104.50'(C)
L19	N08°29'10"W	78.86'(C)	L97	S89°52'54"W	133.65'(C)
L20	N36°25'02"E	466.31'(C)	L98	S00°06'32"E	10.00'(C)
L21	N86°37'57"E	64.33'(C)	L99	S89°52'54"W	101.52'(C)
L22	N40°49'32"E	1308.39'(C)	L100	S89°39'45"W	598.88'(C)
L23	N36°25'02"E	486.46'(C)	L101	S00°20'15"E	200.00'(C)
L24	N89°55'14"E	435.38'(C)	L104	S00°07'39"E	70.66'(C)
L25	S36°25'02"W	900.74'(C)	L106	S89°59'17"W	2594.89'(C)
L26	S30°59'58"W	847.31'(C)	L107	S89°56'14"W	50.00'(C)
L27	S36°25'02"W	750.00'(C)	L108	N89°52'54"E	54.55'(C)
L28	S41°22'40"W	925.18'(C)	L111	N36°25'02"E	261.36'(C)
L29	S36°25'02"W	478.28'(C)	L112	N89°39'45"E	598.14'(C)
L30	S25°06'26"W	50.99'(C)	L118	N89°55'14"E	99.42'(C)
L31	S36°25'02"W	200.00'(C)	L119	S00°27'43"E	2641.61'(C)
L32	S47°43'38"W	50.99'(C)	L120	S00°28'13"E	99.96'(C)
L34	S00°22'57"W	520.55'(C)	L121	S58°57'17"W	838.52'(C)
L35	N89°37'03"W	50.00'(C)	L122	S44°18'09"W	355.06'(C)
L36	N00°22'57"E	520.14'(C)	L123	S00°46'20"E	540.93'(C)
L37	N89°55'14"E	50.00'(C)	L124	S89°35'48"W	333.05'(C)
L38	N89°55'14"E	719.70'(C)	L125	S00°52'22"E	1321.04'(C)
L40	N00°22'57"E	809.96'(C)	L126	S89°51'05"W	336.90'(C)
L41	N36°25'02"E	380.00'(C)	L127	S89°56'51"W	8.00'(C)
L42	S53°34'58"E	100.00'(C)	L128	N00°07'39"W	70.68'(C)
L43	S36°25'02"W	380.00'(C)	L129	S00°07'30"E	1270.08'(C)
L44	N53°34'58"W	100.00'(C)	L130	S00°07'30"E	1215.08'(C)
L45	N36°25'02"E	369.11'(C)	L131	N89°54'25"E	628.38'(C)
L46	S53°34'58"E	100.00'(C)	L132	S00°07'44"E	140.00'(C)
L47	S36°25'02"W	432.22'(C)	L133	N89°54'25"E	1636.66'(C)
L48	N21°19'30"W	118.25'(C)	L134	N89°51'05"E	323.06'(C)
L52	S89°37'55"W	41.97'(C)	L135	N00°00'25"W	1268.25'(C)
L53	N18°00'01"W	187.14'(C)	L136	N00°08'25"W	1268.22'(C)
L54	N36°25'02"E	32.38'(C)	L137	N89°56'50"E	2599.35'(C)
L55	S18°00'01"E	214.34'(C)	L138	S00°07'39"E	602.43'(C)
L59	S00°07'39"E	520.61'(C)	L139	N00°07'39"W	593.66'(C)
L60	N89°55'37"E	25.00'(C)	L140	N00°07'39"W	1222.98'(C)
L61	S18°47'20"E	324.93'(C)	L141	S40°49'32"W	540.45'(C)
L62	S26°34'21"E	496.02'(C)	L142	N89°59'52"W	1039.02'(C)
L63	S36°25'02"W	513.30'(C)	L143	S30°59'58"W	141.05'(C)
L64	S89°39'47"W	62.56'(C)	L144	S41°22'40"W	80.30'(C)
L65	N29°13'31"W	744.94'(C)	L145	N36°25'02"E	202.63'(C)
L66	S36°25'02"W	680.11'(C)	L146	S36°25'02"W	735.39'(C)
L67	N25°06'30"E	101.98'(C)			
L68	N36°25'02"E	414.37'(C)			
L69	N89°52'54"E	1036.11'(C)			
L70	S36°25'02"W	248.92'(C)			
L71	N00°07'11"W	200.00'(C)			
L72	S89°52'54"W	887.92'(C)			
L73	N36°25'02"E	1476.78'(C)			
L74	S55°32'38"E	143.76'(C)			
L75	N41°16'26"E	121.04'(C)			
L76	N26°35'58"E	304.78'(C)			
L77	N21°54'04"W	102.18'(C)			
L78	N36°25'02"E	387.36'(C)			
L79	N23°36'55"E	53.11'(C)			

LEGEND

(C) - CALCULATED
 E.L.Y. - EASTERLY
 N.L.Y. - NORTHERLY
 S.L.Y. - SOUTHERLY
 W.L.Y. - WESTERLY
 N.T.S. - NOT TO SCALE
 LI - LINE NUMBER
 CI - CURVE NUMBER
 No. - NUMBER
 E. - EAST
 N. - NORTH
 S. - SOUTH
 W. - WEST
 T. - TOWNSHIP
 R. - RANGE
 LT. - LEFT
 RT. - RIGHT
 COR. - CORNER
 ESMT. - EASEMENT
 F.P.C. - FLORIDA POWER CORPORATION
 M.B. - MINUTE BOOK
 P.B. - PLAT BOOK
 P.L. - PROPERTY LINE
 R/W - RIGHT OF WAY
 O.R. - OFFICIAL RECORDS
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 PG. - PAGE
 SEC. - SECTION
 T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
 L.A. - LIMITED ACCESS
 DRMP - DYER, RIDDLE, MILLS & PRECOURT, INC.

SKETCH PREPARED BY



ENGINEERS - SURVEYORS - PLANNERS - DESIGNERS
 1505 E. COLONIAL DRIVE
 ORLANDO, FLORIDA 32803
 (407) 896-0594

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-654**

PARCEL 226

**RIGHT-OF-WAY "A"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the Northeast 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 9; thence N.89°39'51"E. 1,330.44 feet along the South line of the Southeast 1/4 of said Section 9 to the westerly right of way line of Tiny Road (60.00 foot right of way); thence departing said South line of the Southeast 1/4 of Section 9, run N.00°27'43"W. 0.17 feet along said westerly right of way line; thence run N.00°27'38"E. 2,651.52 feet along said westerly right of way line to the North line of the Southeast 1/4 of said Section 9; thence departing said North line, run N.00°22'57"E. 809.96 feet along said westerly right of way line to the POINT OF BEGINNING; thence departing said westerly right of way line, run N.89°37'03"W. 50.00 feet; thence N.00°22'57"E. 520.14 feet to the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 9; thence N.89°55'14"E. 50.00 feet along the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 9 to said westerly right of way line of Tiny Road; thence departing said North line of the Southwest 1/4 of the Northeast 1/4 of Section 9, run S.00°22'57"W. 520.55 feet along said westerly right of way line to the POINT OF BEGINNING.

Containing 0.597 acres, more or less.

June 26, 2003

SHEET 7 OF 15

NOTES:

1. BEARINGS AND DISTANCES BASED ON THE STATE PLANE COORDINATES SYSTEM - EAST ZONE SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

	BEARING	DISTANCE
L1	S00°48'22"W	30.00'(C)
L2	S00°22'57"W	441.86'(C)
L3	S00°22'57"W	594.96'(C)
L4	S00°22'57"W	300.50'(C)
L5	S89°55'14"W	435.38'(C)
L6	S89°55'14"W	719.70'(C)
L7	S00°22'57"W	204.19'(C)
L8	S89°55'14"W	149.42'(C)
L9	S36°25'02"W	253.99'(C)
L10	S00°22'57"W	59.50'(C)
L11	S36°25'02"W	950.53'(C)
L12	S89°55'14"W	43.54'(C)
L13	N36°25'02"E	1024.54'(C)

LEGEND:

- (C) = CALCULATED
- COR. = CORNER
- R/W = RIGHT OF WAY
- O.R. = OFFICIAL RECORD BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PG. = PAGE
- SEC. = SECTION
- L.A. = LIMITED ACCESS
- P = PROPERTY LINE
- N. = NORTH
- S. = SOUTH
- E. = EAST
- W. = WEST
- ° = DEGREE
- ' = FEET/MINUTE
- " = INCH/SECONDS
- ESMT. = EASEMENT

SKETCH PREPARED BY



DEER, RIDDER, MILLS & PRECOURT, INC.
ENGINEERS & SURVEYORS
1515 E. COLONIAL DRIVE
MILWAUKEE, WISCONSIN 53201
(414) 896-0504

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-654**

PARCEL 227

RIGHT-OF-WAY

LEGAL DESCRIPTION

A portion of the Northeast 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 9; thence run S.00°48'22" W. along the West line of the Northeast 1/4 of said Section 9, a distance of 30.00 feet to an intersection with the South right of way line of Tilden Road (as now established); thence departing said West line of the Northeast 1/4 of Section 9, run N.89°50'16" E. along said South right of way line of Tilden Road, a distance of 1294.92 feet to an intersection with the West right of way line of Tiny Road (as now established); thence departing said South right of way line of Tilden Road, run S.00°22'57" W. along said West right of way line of Tiny Road a distance of 1096.31 feet for a POINT OF BEGINNING; thence continue S.00°22'57" W. along said West right of way line of Tiny Road a distance of 204.19 feet to an intersection with the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 9; thence departing said West right of way line of Tilden Road, run S.89°55'14" W. along said South line of the Northwest 1/4 of the Northeast 1/4 of Section 9 a distance of 149.42 feet; thence departing said South line of the Northwest 1/4 of the Northeast 1/4 of Section 9, run N.36°25'02" E. a distance of 253.99 feet to the POINT OF BEGINNING.

Containing 15,255 square feet, more or less.

August 17, 1999

SHEET 4 OF 5

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WESTERN BELTWAY STATE ROAD 429
PROJECT NO. 75320-6460-654

LEGAL DESCRIPTION

PARCEL 228 - RIGHT OF WAY "A"

A part of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 9, Township 23 South, Range 27 East, Orange County, Florida; thence S.00°02'24"E. along the East line of the Northeast 1/4 of said Section 9 (bearings based on the East line of the Northeast 1/4 of said Section 9 being as stated), for 1332.42 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence S.89°55'14"W. along the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 9 for 1254.51 feet to a point on the East right-of-way line of Tiny Road, according to the Orlando-Orange County Expressway Authority Right of Way Map of the Western Beltway, State Road No.429, Project No.75320-6460-654 and the POINT OF BEGINNING; thence N.00°22'57"E. along said East right-of-way line for 354.51 feet to a point on the Southeasterly limited access right-of-way line of the Western Beltway according to said Right of Way Map; thence S.36°25'02"W. along said Southeasterly limited access right-of-way line for 84.99 feet to a point on the East right-of-way line of Tiny Road as described in Deed Book 844, Page 262, of the Public Records of Orange County, Florida; thence S.00°22'57"W. along said described line for 286.18 feet to aforesaid South line of the Northeast 1/4 of the Northeast 1/4 of Section 9; thence N.89°55'14"E. along said South line for 50.00 feet to the POINT OF BEGINNING.

Containing 16,017 square feet, more or less.

THIS IS NOT A SURVEY

PROJECT NAME:

STATE ROAD 429

PREPARED BY:



482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Michael E. Burnett
Michael E. Burnett PSM
REG. SURVEYOR AND MAPPER NO. 4761 STATE OF FLORIDA
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SECTION 9
TOWNSHIP 23 SOUTH
RANGE 27 EAST

DRAWN BY KW CHECKED BY MEB PARCEL No. 228 REV.
DATE 03/12/07 DATE 03/12/07

SHEET 1
OF 3 DRAWING NO.

11071152506DOCEA PROJ 654 PARCELS 070308 PARCEL 228 ROW 290

12-MAY-2007 16:22

THIS IS NOT A SURVEY

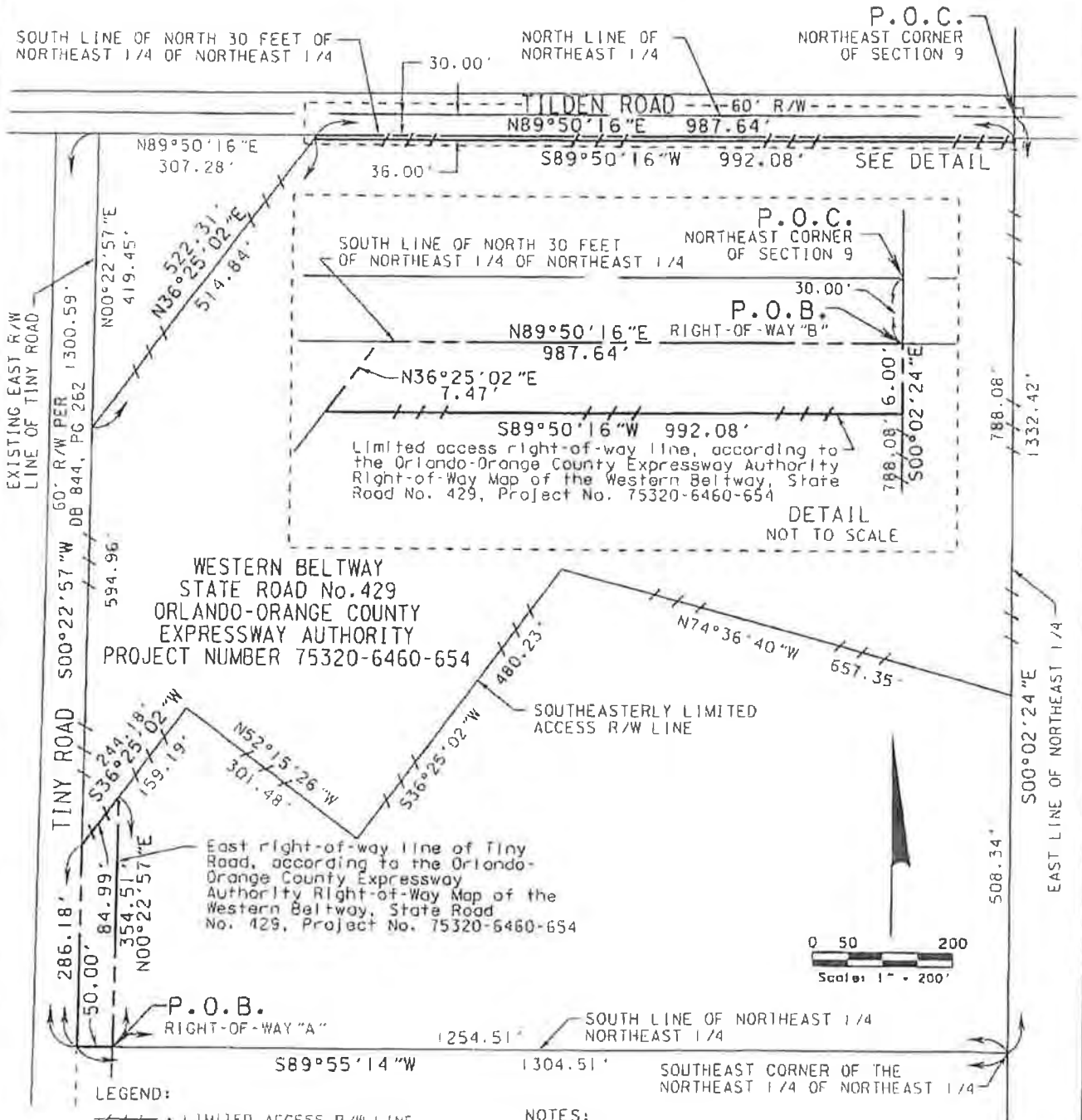
SHEET
2 OF 3

Commence at the Northeast corner of Section 9, Township 23 South, Range 27 East, Orange County, Florida; thence S.00°02'24"E. along the East line of the Northeast 1/4 of said Section 9 (bearings based on the East line of the Northeast 1/4 of said Section 9 being as stated), for 30.00 feet to a point on the South line of the North 30 feet of the Northeast 1/4 of the Northeast 1/4 of said Section 9 and the POINT OF BEGINNING; thence continue S.00°02'24"E. along said East line for 6.00 feet to a point on the limited access right-of-way line of the Western Beltway, State Road No.429, according to the Orlando-Orange County Expressway Authority Right of Way Map of the Western Beltway, State Road No.429, Project No.75320-6460-654; thence S.89°50'16"W. along said limited access right-of-way line for 992.08 feet; thence N.36°25'02"E. for 7.47 feet to a point on aforesaid South line of the North 30 feet of the Northeast 1/4 of the Northeast 1/4 of Section 9; thence N.89°50'16"E. along said South line for 987.64 feet to the POINT OF BEGINNING.

Containing 5,939 square feet, more or less.

SKETCH OF DESCRIPTION

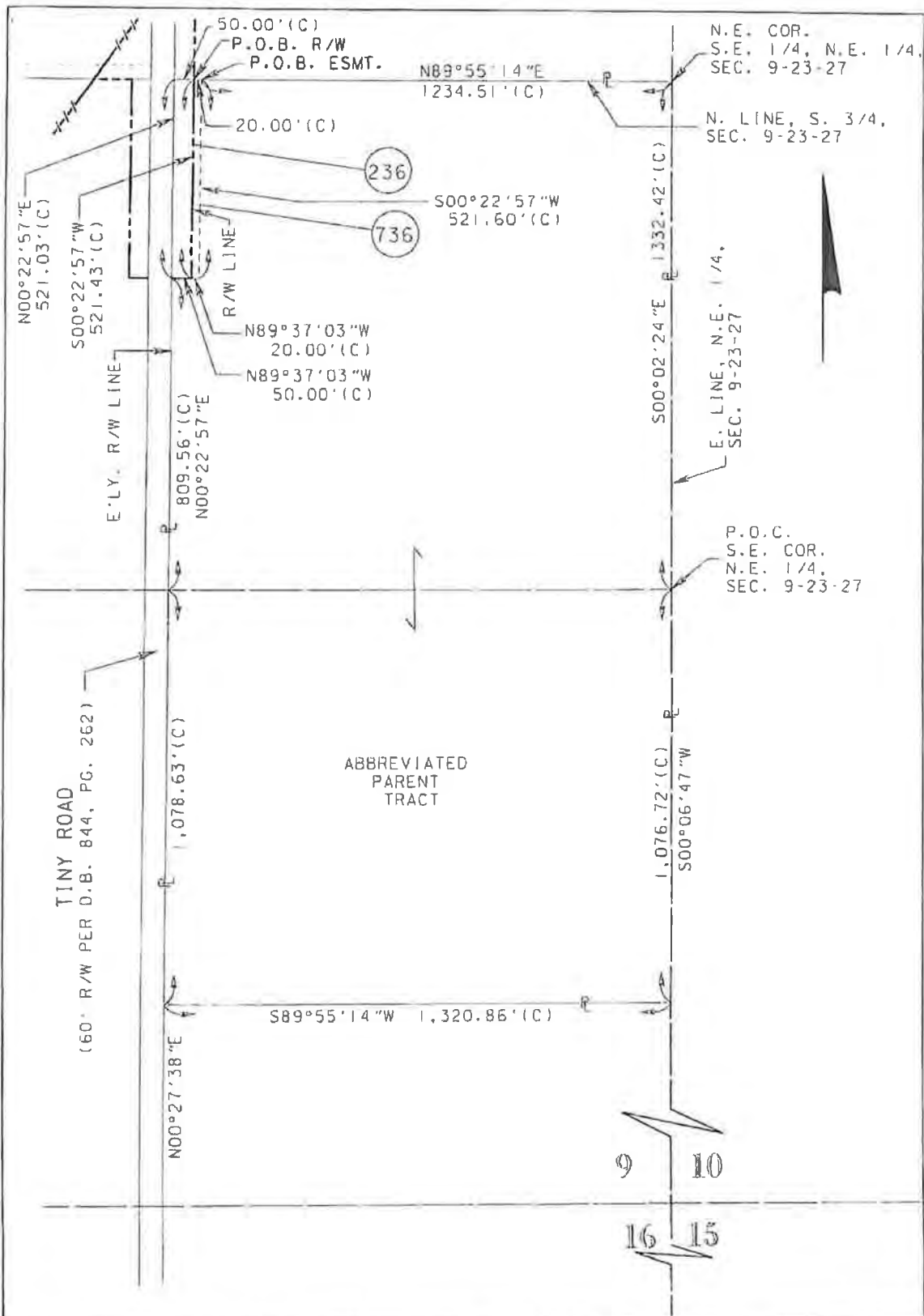
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WESTERN BELTWAY STATE ROAD 429
PROJECT NO. 75320-6460-654



SECTION 9, TOWNSHIP 23 SOUTH, RANGE 27 EAST

THIS IS NOT A SURVEY

SHEET
3 OF 3



RIGHT OF WAY PARCEL SKETCH		WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA		WINTER GARDEN CITRUS, INC.		PROJECT NO. 75320-6460-854	
						H/W MAP SHEET:	
 REGISTERED LAND SURVEYOR NO. 5221		DRMP PROJECT NO. 97-0073.000		SHEET 1 OF 4		DATE: 05/29/00	
						SCALE: 1" = 300'	
						CHECKED: AAS	
		REVISION		BY		DATE	
		SKETCH PREPARED BY DYER, RIDDLE, MILLS & PRECOURT, INC. ENGINEERS SURVEYORS 1505 E. COLDWATER DRIVE ORLANDO, FLORIDA 32803 (407) 996-0594					

NOTES:

1. BEARINGS AND DISTANCES BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM - EAST ZONE MEAN SCALE FACTOR: 0.99997293.
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

LEGEND:

(C) • CALCULATED
COR. • CORNER
D.B. • DEED BOOK
° • DEGREE
DISTR. • DISTRIBUTION
ESMT. • EASEMENT
E. • EAST
E'LY. • EASTERLY
EXIST. • EXISTING
F.P.C. • FLORIDA POWER CORPORATION
L.A. • LIMITED ACCESS
' • MINUTE/FOOT
N.E. • NORTHEAST
N. • NORTH
N'LY. • NORTHERLY
O.R. • OFFICIAL RECORD
PG. • PAGE
P.O.B. • POINT OF BEGINNING
P.O.C. • POINT OF COMMENCEMENT
R/W • RIGHT OF WAY
" • SECOND/INCH
SEC. • SECTION
S. • SOUTH
S.E. • SOUTHEAST
S.W. • SOUTHWEST
S.R. • STATE ROAD
W. • WEST
ℙ • PROPERTY LINE

SKETCH PREPARED BY

DDMP

DEER, HIDDLE, WILLS & PRECOURT, INC.
ENGINEERS • SURVEYORS
1305 E. ORIGINAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-654**

PARCEL 236

**RIGHT-OF-WAY
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

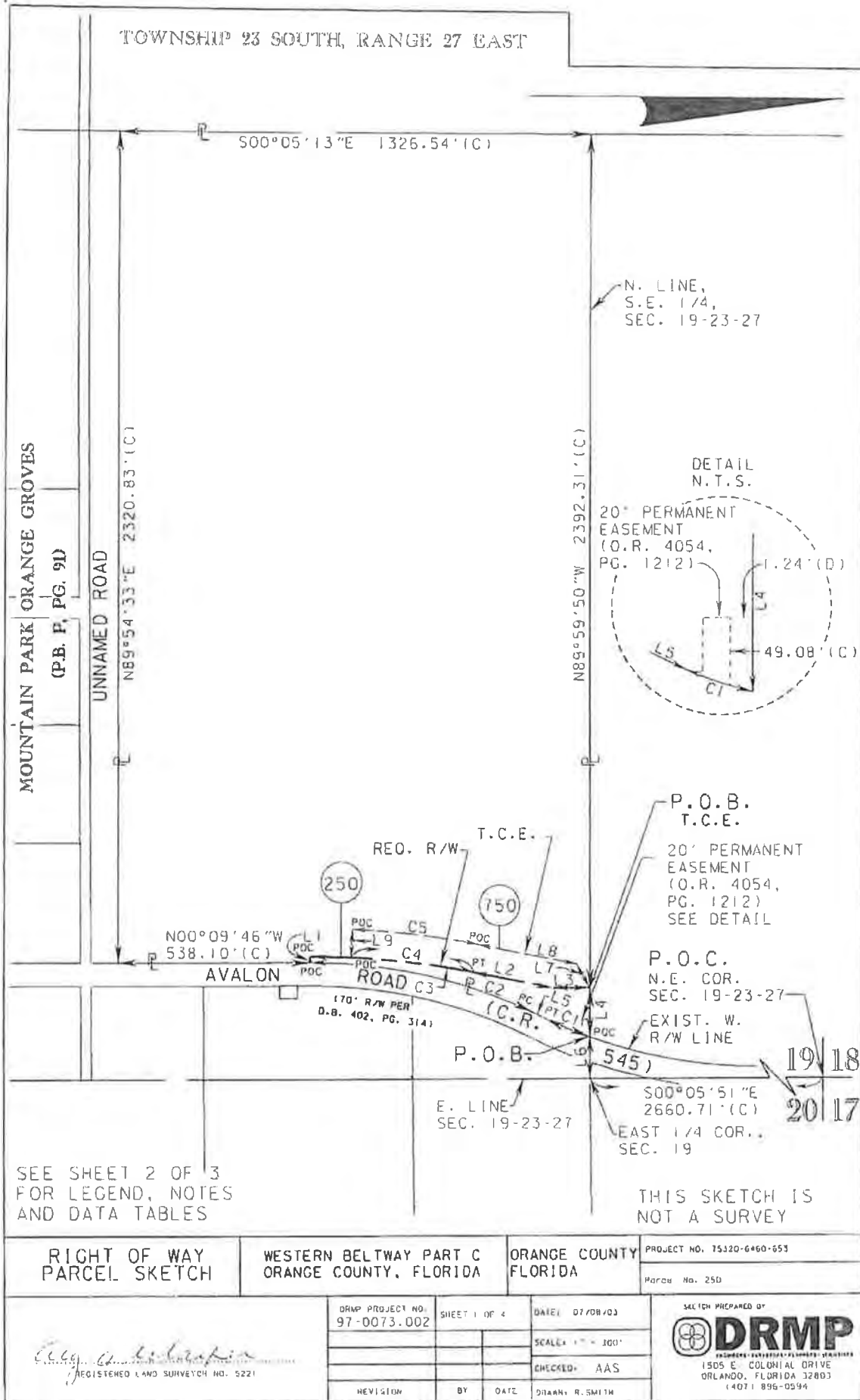
A portion of the Northeast 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 9; thence N.00°02'24" W. along the East line of the Northeast 1/4 of said Section 9, a distance of 1332.42 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence S.89°55'14" W. along the North line of the South 3/4 of said Section 9, a distance of 1254.51 feet to the **POINT OF BEGINNING**; thence departing said North line, run S.00°22'57" W. 521.43 feet; thence North 89°37'03" W. 50.00 feet to the easterly right of way line of Tiny Road (as now established); thence North 00°22'57" E. along said easterly right of way line, a distance of 521.03 feet to the aforesaid North line of the South 3/4 of said Section 9; thence departing said easterly right of way line, run N.89°55'14" E. along said North line, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 0.598 acres, more or less.

May 29, 2000

SHEET 3 OF 4



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING $S89^{\circ}59'50''E$, MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C) * CALCULATED
 C.B. * CHORD BEARING
 COR. * CORNER
 C.R. * COUNTY ROAD
 (D) * DEED
 D.B. * DEED BOOK
 ° * DEGREE
 Δ * DELTA
 E. * EAST
 ESMT. * EASEMENT
 EXIST. * EXISTING
 F.P.C. * FLORIDA POWER CORPORATION
 L.A. * LIMITED ACCESS
 ' * MINUTE/FEET
 N. * NORTH
 NO. * NUMBER
 N.T.S. * NOT TO SCALE
 PG. * PAGE
 O.A. * OVERALL
 O.R. * OFFICIAL RECORD
 P.B. * PLAT BOOK
 PC * POINT OF CURVATURE
 P.O.B. * POINT OF BEGINNING
 POC * POINT ON A CURVE
 P.O.C. * POINT OF COMMENCEMENT
 P * PROPERTY LINE
 PT * POINT OF TANGENCY
 R * RADIUS
 REQ. * REQUIRED
 R/W * RIGHT OF WAY
 " * SECOND
 SEC. * SECTION
 S. * SOUTH
 T.C.E. * TEMPORARY CONSTRUCTION EASEMENT
 W. * WEST

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	$S89^{\circ}50'57''W$	17.00'(C)
L2	$N11^{\circ}10'04''E$	227.83'(C)
L3	$N00^{\circ}15'46''W$	101.41'(C)
L4	$S89^{\circ}59'50''E$	139.61'(C)
L5	$S25^{\circ}16'50''W$	40.49'(C)
L6	$N89^{\circ}59'50''W$	115.88'(C)
L7	$N61^{\circ}24'15''E$	76.77'(C)
L8	$N11^{\circ}10'04''E$	290.00'(C)
L9	$N87^{\circ}22'25''W$	80.00'(C)

CURVE DATA TABLE				
CURVE	DELTA	LENGTH	RADIUS	CH. BEARING
C1	$05^{\circ}39'33''(RT.)$	135.02'(C)	1367.00'	$S22^{\circ}47'03''W$
C2	$25^{\circ}46'36''(LT.)$	644.82'(C)	1433.30'	$S12^{\circ}43'32''W$
C3	$08^{\circ}32'29''(RT.)$	349.14'(C)	2342.00'	$N06^{\circ}53'49''E$
C4	$11^{\circ}19'07''(RT.)$	462.65'(C)	2342.00'	$N05^{\circ}30'31''E$
C5	$08^{\circ}15'32''(RT.)$	349.12'(C)	2422.00'	$N06^{\circ}53'49''E$

SEE SHEET 1 OF 4
 FOR SKETCH

SHEET 2 OF 4



**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 250

**RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the North 1/2 of the Southeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

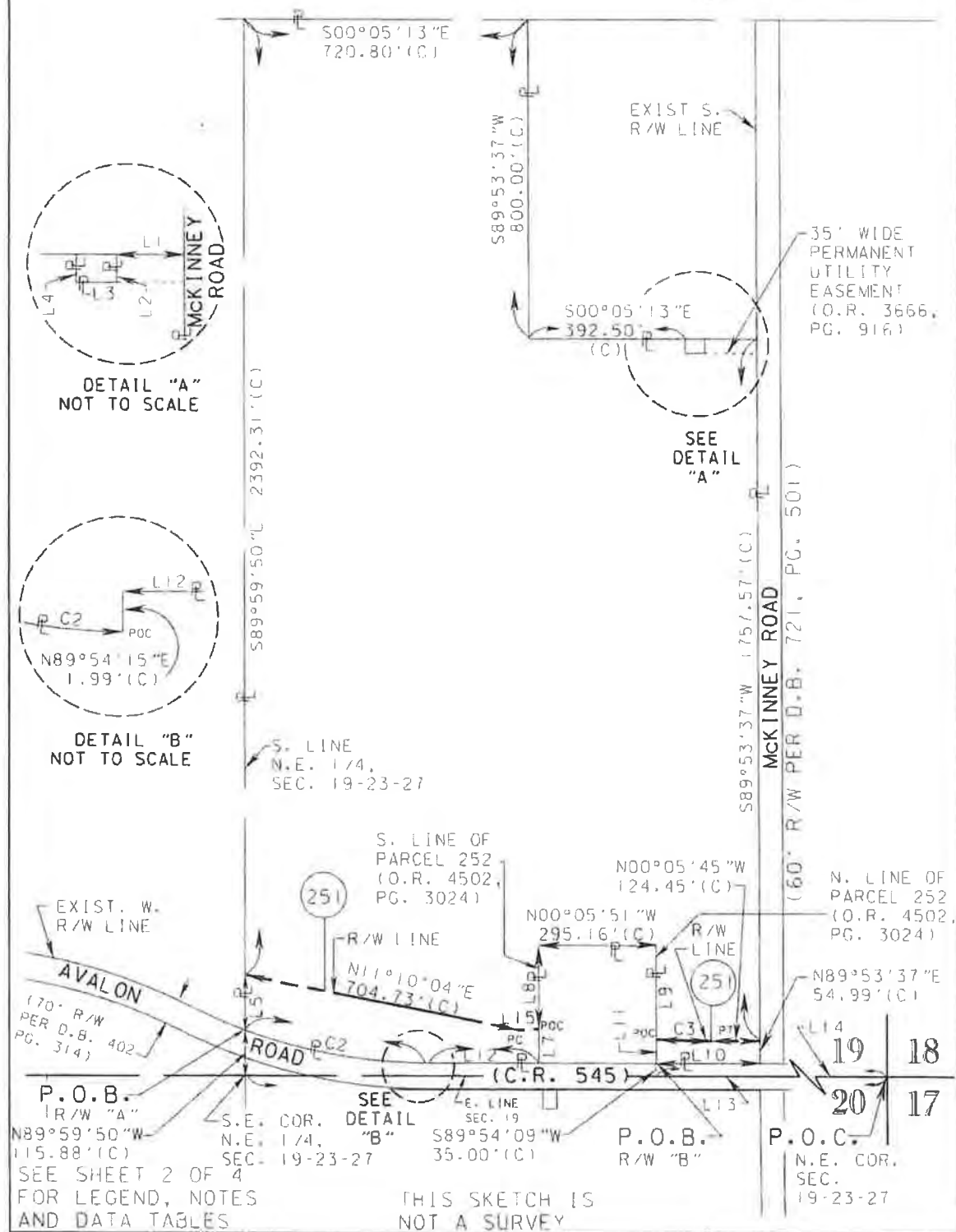
COMMENCE at the Northeast corner of said Section 19; thence run S.00°05'51"E. a distance of 2660.71 feet along the East line of said Section 19 to the East 1/4 corner of said Section 19; thence departing said East line, run N.89°59'50"W. 115.88 feet along the North line of the Southeast 1/4 of said Section 19 to a point on the existing West right of way line of Avalon Road (C.R. 545), for a POINT OF BEGINNING, said point also being a point on a non-tangent curve, concave Northwesterly, having a radius 1367.00 feet and a central angle of 05°39'33"; thence departing said North line of the Southeast 1/4, run Southwesterly along said West right of way line and said curve an arc distance of 135.02 feet from a chord bearing of S.22°47'03"W. to the point of tangency; thence continue along said West right of way line the following two (2) courses and distances: S.25°36'50"W. 40.49 feet to the point of curvature of a curve to the left, concave Southeasterly, having a radius of 1433.30 feet and a central angle of 25°46'36"; thence run Southwesterly along said curve an arc distance of 644.82 feet to a point on said curve; thence departing said curve and said existing right of way line, run S.89°50'57"W. 17.00 feet to a point on a non-tangent curve, concave Southeasterly having a radius of 2342.00 feet and a central angle of 11°19'07"; thence run Northeasterly along said curve an arc distance of 462.65 feet from a chord bearing of N.05°30'31"E. to the point of tangency; thence run N.11°10'04"E. 227.83 feet; thence run N.00°15'46"W. 101.41 feet to a point on the aforesaid North line of the Southeast 1/4 of Section 19; thence run along said North line S.89°59'50"E. 139.61 feet to the POINT OF BEGINNING.

Containing 0.917 acres, more or less.

July 8, 2003

SHEET 3 OF 4

TOWNSHIP 23 SOUTH, RANGE 27 EAST



RIGHT OF WAY
PARCEL SKETCH

WESTERN BELTWAY PART C
ORANGE COUNTY, FLORIDA

BETH A.
WINCEY

PROJECT NO. 75320-6460-653

Parcel No. 251

Beth A. Wincey
REGISTERED LAND SURVEYOR NO. 5221

DRMP PROJECT NO.
97-0073.002

SHEET 1 OF 4

DATE: 07/08/03

SCALE: 1"=300'

CHECKED: AAS

DRAWN: R. SMITH

SKETCH PREPARED BY
DRMP
ENGINEER - SURVEYOR - PLANNER - CONSULTANT
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 496-0594

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C) * CALCULATED
 CH. * CHORD
 COR. * CORNER
 C.R. * COUNTY ROAD
 D.B. * DEED BOOK
 ° * DEGREE
 E. * EAST
 EXIST. * EXISTING
 ' * MINUTE/FEET
 N. * NORTH
 N.T.S. * NOT TO SCALE
 PG. * PAGE
 O.R. * OFFICIAL RECORD (BOOK)
 P.O.B. * POINT OF BEGINNING
 P.O.C. * POINT OF COMMENCEMENT
 P. * PROPERTY LINE
 R * RADIUS
 R/W * RIGHT OF WAY
 " * SECOND/INCH
 SEC. * SECTION
 S. * SOUTH
 W. * WEST
 PC * POINT OF CURVATURE
 POC * POINT ON CURVE
 PT * POINT OF TANGENCY

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S00°05'13"E	132.00'(C)
L2	N89°54'47"E	35.00'(C)
L3	S00°05'13"E	50.00'(C)
L4	S89°54'47"W	35.00'(C)
L5	N89°59'50"W	139.61'(C)
L7	N89°54'09"E	84.55'(C)
L8	S89°54'09"W	210.61'(C)
L9	N89°54'09"E	236.28'(C)
L10	S00°05'51"E	262.54'(C)
L11	S89°54'09"W	58.88'(C)
L12	S00°05'51"E	273.78'(C)
L13	S00°05'51"E	2660.71'(C)
L14	S00°05'51"E	1622.90'(C)
L15	N02°02'33"W	51.08'(C)

CURVE DATA TABLE				
	DELTA	LENGTH	RADIUS	CH. BEARING
C1	01°06'20"(L.T.)	47.39'(C)	2456.48'	N10°36'54"W
C2	20°03'02"(R.T.)	418.38'(C)	1367.00'	S09°55'46"W
C3	03°13'21"(L.T.)	138.16'(C)	2456.48'	N01°30'55"E

SEE SHEET 1 OF 4 FOR SKETCH

SHEET 2 OF 4



**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 251

**RIGHT OF WAY "A"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the South 1/2 of the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 19; thence run S.00°05'51"E. 2660.71 feet along the East line of said Section to the South line of the Northeast 1/4 of said Section 19; thence departing said East line, run along said South line, N.89°59'50"W. 115.88 feet to a point on the existing West right of way line of Avalon Road (C.R. 545), said point also being the POINT OF BEGINNING; thence run N.89°59'50"W. 139.61 feet along said South line; thence departing said South line, run N.11°10'04"E. 704.73 feet; thence run N.02°02'33"W. 51.08 feet to the South line of that parcel of land as described in Official Records Book 4502, Page 3024, of the Public Records of Orange County, Florida; thence run N.89°54'09"E. 84.55 feet along said South line to a point on aforementioned existing West right of way line; thence departing said South line, run S.00°05'51"E. 273.78 feet along said right of way line; thence run N.89°54'15"E. 1.99 feet along said right of way line to a point on a non-tangent curve, concave Northwesterly, having a radius of 1367.00 feet and a central angle of 20°03'02"; thence run Southerly along said right of way line and said curve an arc distance of 478.38 feet from a chord bearing of S.09°55'46"W. to the POINT OF BEGINNING.

Containing 2.233 acres, more or less.

July 8, 2003

SHEET 3 OF 4

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 251

**RIGHT OF WAY "B"
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the South 1/2 of the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 19; thence run S.00°05'51"E. 1622.90 feet along the East line of said Section; thence departing said East line, run N.89°54'09"W. 35.00 feet to a point on the existing West right of way line of Avalon Road (C.R. 545); being on the North line of that certain property as described in Official Records Book 4502, Page 3024, of the Public Records of Orange County, Florida, for a POINT OF BEGINNING; thence departing said West right of way line run S.89°54'09"W 58.88 feet along said North line to a point on a non-tangent curve, concave Westerly, having a radius of 2456.48 feet and a central angle of 03°13'21"; thence departing said North property line, run Northerly along said curve an arc distance of 138.16 feet from a chord bearing of N.01°30'55"E. to a point on said curve; thence run N.00°05'45"W. 124.45 feet to a point on the existing South right of way line of McKinney Road; thence run along said right of way line N.89°53'37"E. 54.99 feet to the aforementioned West right of way line of Avalon Road; thence departing said South right of way line, run along said West right of way line S.00°05'51"E. 262.54 feet to the POINT OF BEGINNING.

Containing 14,616 square feet, more or less.

July 8, 2003

SHEET 4 OF 4

TOWNSHIP 23 SOUTH, RANGE 27 EAST

P.O.C.
N.E. COR.
SEC. 19-23-27

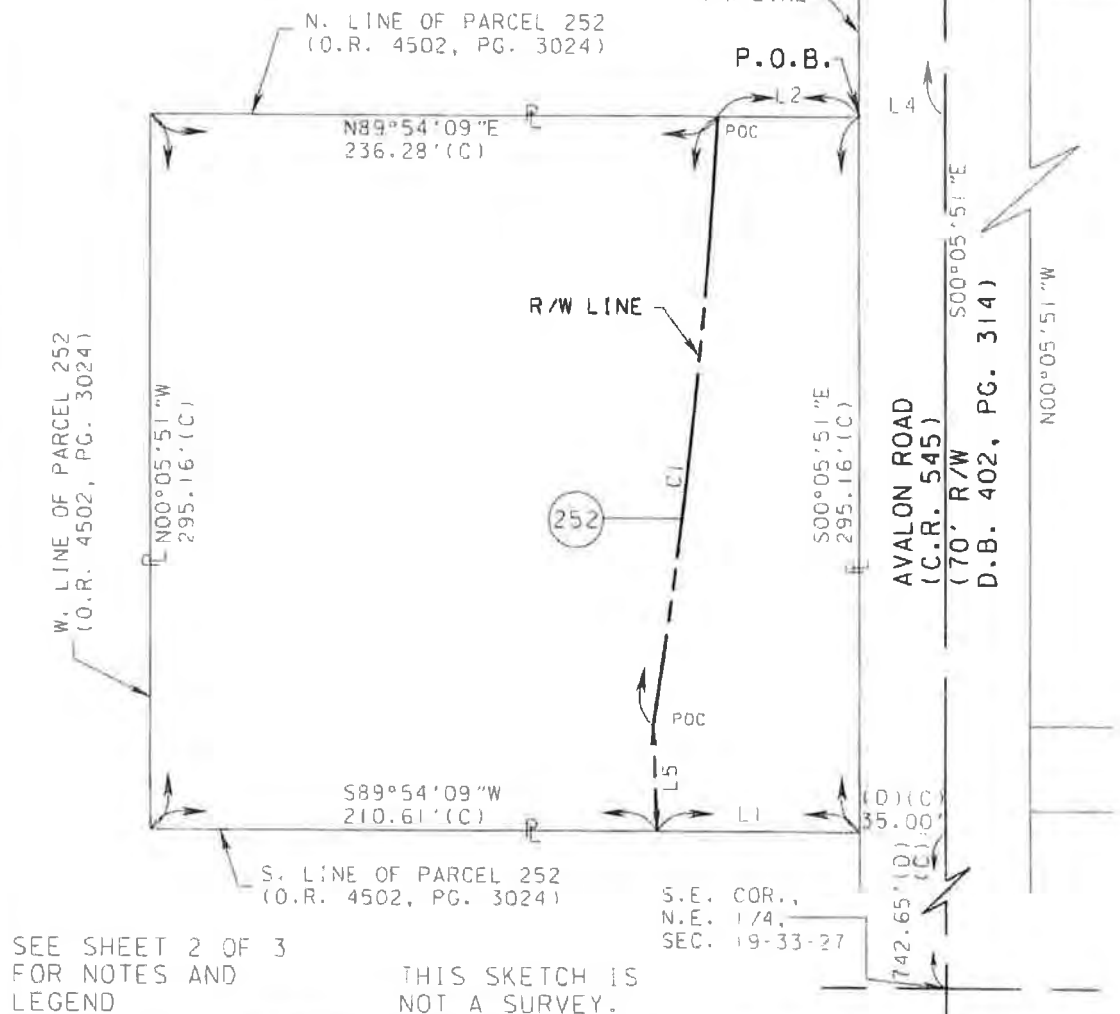
N. LINE
SEC. 19-23-27

N89°47'03"W

E. LINE,
SEC.
19-23-27

CURVE DATA TABLE				
CURVE	DELTA	RADIUS	LENGTH	CH. BEARING
C1	05°53'46" (LT.)	2456.48'	252.79' (C)	N06°04'29"E

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S89°54'09"W	84.55' (C)
L2	N89°54'09"E	58.88' (C)
L3	S00°05'51"E	1622.90' (C)
L4	S89°54'09"W	35.00' (C)
L5	N02°02'33"W	43.97' (C)



SEE SHEET 2 OF 3
FOR NOTES AND
LEGEND

THIS SKETCH IS
NOT A SURVEY.

RIGHT OF WAY
PARCEL SKETCH

WESTERN BELTWAY PART C
ORANGE COUNTY, FLORIDA

NITA J.
BREADWELL,
ET AL

PROJECT NO. 75320-6480-653

PARCEL No. 252

City of Deltona
REGISTERED LAND SURVEYOR NO. 5221

DRMP PROJECT NO.
97-0073.002

SHEET 1 OF 3

DATE: 07/08/03

SCALE: 1"=50'

CHECKED: AAS

DRAWN: R. SMITH

SKETCH PREPARED BY
DRMP
ENGINEER - SURVEYOR / PLANNER - SURVEYOR
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING $S89^{\circ}59'50''E$, MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C) * CALCULATED
COR. * CORNER
CH. * CHORD
C.R. * COUNTY ROAD
(D) * DEED
D.B. * DEED BOOK
° * DEGREE
D.R.M.P. * DYER, RIDDLE, MILLS & PRECOURT
E. * EAST
EXIST. * EXISTING
INC. * INCORPORATED
' * MINUTE / FEET
N. * NORTH
No. * NUMBER
O.R. * OFFICIAL RECORD
PG. * PAGE
P.O.B. * POINT OF BEGINNING
P.O.C. * POINT OF COMMENCEMENT
POC * POINT ON CURVE
P * PROPERTY LINE
R * RADIUS
R/W * RIGHT OF WAY
" * SECOND
SEC. * SECTION
S. * SOUTH
W. * WEST

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 252

**RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

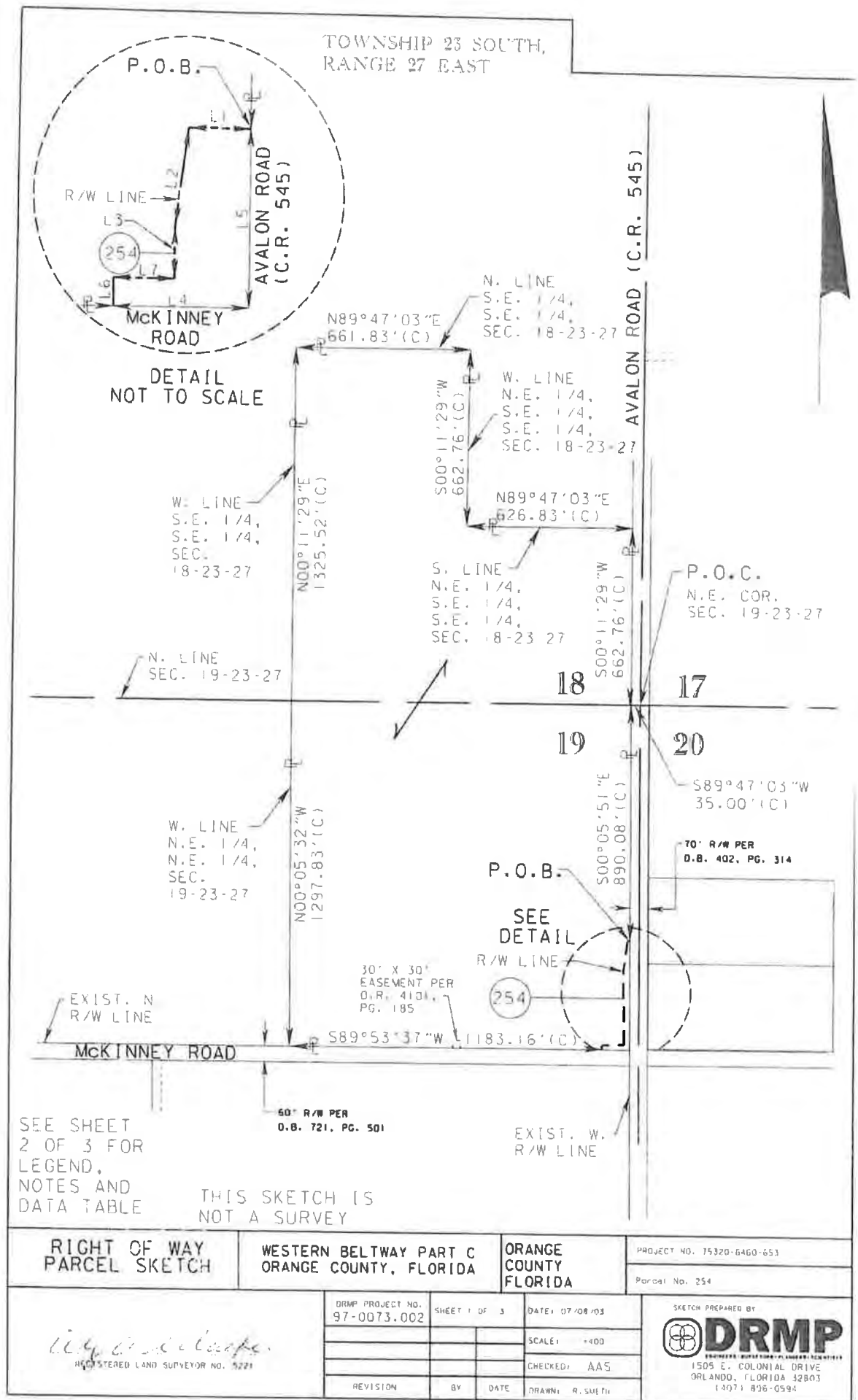
A portion of the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 19; thence run S.00°05'51"E. along the East line of said Section 19 a distance of 1622.90 feet; thence departing said East line of Section 19, run S.89°54'09"W. a distance of 35.00 feet to a point of intersection with the North line of property described in Official Records Book 4502, Page 3024, of the Public Records of Orange County, Florida, and the existing West right of way line of Avalon Road (C.R. 545) for a POINT OF BEGINNING; thence run along said West right of way line S.00°05'51"E. a distance of 295.16 feet to a point being 742.65 feet North, and 35 feet West of the Southeast corner of the Northeast 1/4 of Section 19, also being a point on the South line of said property described in Official Records Book 4502, Page 3024; thence departing said West right of way line, run along said South line S.89°54'09"W. a distance of 84.55 feet; thence departing said South property line, run N.02°02'33"W. 43.97 feet to a point on a non-tangent curve, concave Northwesterly, having a radius of 2456.48 feet and a central angle of 05°53'46"; thence run northeasterly along said curve an arc distance of 252.79 feet from a chord bearing of N.06°04'29"E to a point on said curve and the North line of said property described in Official Records Book 4502, Page 3024; thence departing said curve run along said North line N.89°54'09"E. a distance of 58.88 feet to the POINT OF BEGINNING.

Containing 21.404 square feet, more or less.

July 8, 2003

SHEET 3 OF 3



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C) * CALCULATED
 C.R. * COUNTY ROAD
 COR. * CORNER
 ° * DEGREE
 D.B. * DEED BOOK
 D.R.M.P. * DYER, RIDDLE, MILLS AND PRECOURT, INC
 E. * EAST
 EXIST. * EXISTING
 L.A. * LIMITED ACCESS
 ' * MINUTE/FEET
 N. * NORTH
 NO. * NUMBER
 N.T.S. * NOT TO SCALE
 PG. * PAGE
 O.R. * OFFICIAL RECORD
 P.O.B. * POINT OF BEGINNING
 P.O.C. * POINT OF COMMENCEMENT
 PL * PROPERTY LINE
 R/W * RIGHT OF WAY
 " * SECOND
 SEC. * SECTION
 S. * SOUTH
 W. * WEST
 INC. * INCORPORATED

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N89°54'09"E	10.00'(C)
L2	N07°21'24"E	115.62'(C)
L3	N00°05'45"W	278.57'(C)
L4	S89°53'37"W	105.61'(C)
L5	S00°05'51"E	410.21'(C)
L6	N00°06'23"W	17.00'(C)
L7	N89°53'37"E	80.60'(C)

SEE SHEET 1 OF 3 FOR PARCEL SKETCH
 SHEET 2 OF 3

SKETCH PREPARED BY



ENGINEERS • SURVEYORS • PLANNERS • TECHNICIANS
 1505 E. COLONIAL DRIVE
 ORLANDO, FLORIDA 32803
 (407) 896-0594

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 254

**RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

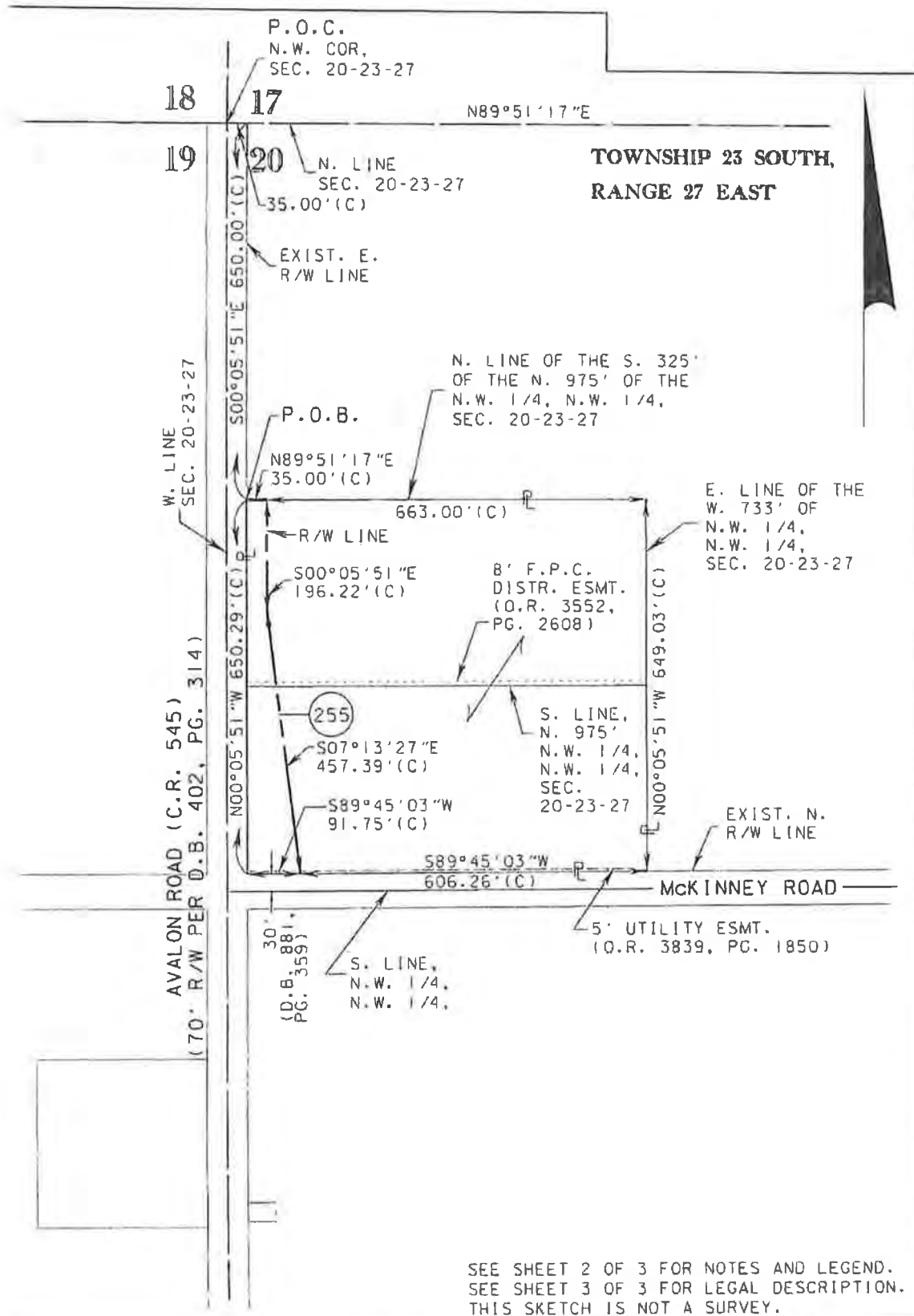
A portion of the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

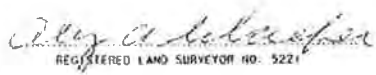

COMMENCE at the Northeast corner of said Section 19; thence run S.89°47'03"W. 35.00 feet along the North line of said Section 19 to a point on the existing West right of line of Avalon Road (C.R.545); thence departing said section line, run S.00°05'51"E. 890.08 feet along said West right of way line for a POINT OF BEGINNING; thence continue along said West right of way line S.00°05'51"E. 410.21 feet to the existing North right of way line of McKinney Road; thence departing said West right of way line, run S.89°53'37"W. 105.61 feet along said North right of way line; thence departing said North right of way line, run N.00°06'23"W. 17.00 feet; thence run N89°53'37"E. 80.60 feet; thence run N.00°05'45"W. 278.57 feet; thence run N.07°21'24"E. 115.62 feet; thence run N.89°54'09"E. 10.00 feet to the POINT OF BEGINNING.

Containing 10,767 square feet, more or less.

July 8, 2003

SHEET 3 OF 3



RIGHT OF WAY PARCEL SKETCH		WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA		JEAN PIERRE LAURIOUT		Proj. No. 75320-6460-653		
						Parcel No. 255		
 REGISTERED LAND SURVEYOR NO. 5221		DRMP PROJECT NO. 97-0073-002	SHEET 1 OF 3	DATE: 06/26/03	SKETCH PREPARED BY			
				SCALE: 1"=200'	 DRMP ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS 1505 E. COLONIAL DRIVE ORLANDO, FLORIDA 32803 (407) 896-0594			
		TAKE	DRH	5/22/03				CHECKED: AAS
		REVISION	BY	DATE				DRAWN: MFR

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 255

**RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 20; thence run N.89°51'17"E. along the North line of said Section 20 a distance of 35.00 feet to an intersection with the existing East right of way line of Avalon Road (C.R. 545); thence departing said North line of Section 20, run S.00°05'51"E. along said East right of way line a distance of 650.00 feet for a POINT OF BEGINNING, said point also being a point on the North line of the South 325 feet of the North 975 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 20; thence departing said right of way line, run N.89°51'17"E. along said North line of the South 325 feet of the North 975 feet of the Northwest 1/4 of the Northwest 1/4 of Section 20 a distance of 35.00 feet; thence departing said North line, run S.00°05'51"E. 196.22 feet; thence S.07°13'27"E. 457.39 feet to the existing North right of way line of McKinney Road; thence run S.89°45'03"W. along said North right of way line a distance of 91.75 feet to an intersection with the aforesaid existing East right of way line of Avalon Road; thence departing said North right of way line of McKinney Road, run N.00°05'51"W. along said East right of way line of Avalon Road a distance of 650.29 feet to the POINT OF BEGINNING.

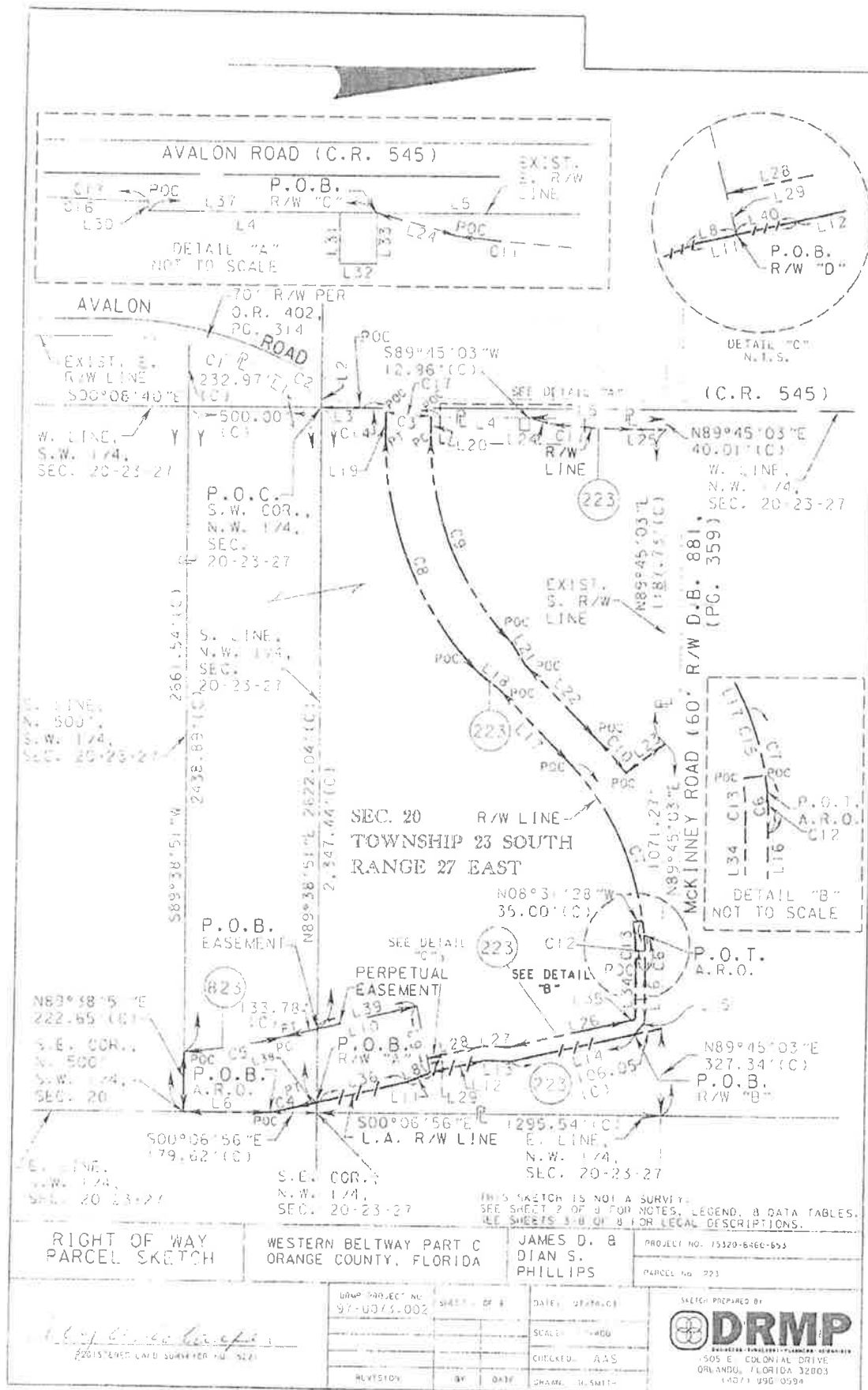
Containing 0.818 acres, more or less.

June 26, 2003

SHEET 3 OF 3

COMPOSITE EXHIBIT "B"

**LEGAL DESCRIPTIONS OF
RETENTION POND PROPERTY FROM CFX TO ORANGE COUNTY**



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING 589°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C) - CALCULATED
 (B) - CHORD BEARING
 COR. - CORNER
 C.R. - COUNTY ROAD
 (D) - DEGREE
 (A) - DELTA
 (L) - LAST
 ESM - EASEMENT
 EXIST. - EXISTING
 F.P.C. - FLORIDA POWER CORPORATION
 (LA) - LIMITED ACCESS
 MINUTE/FEET
 N. - NORTH
 N.T.S. - NOT TO SCALE
 PG. - PAGE
 O.R. - OFFICIAL RECORD
 P.O.B. - POINT OF BEGINNING
 P.L. - PROPERTY LINE
 R. - RADIUS
 R/W - RIGHT OF WAY
 " - SECOND
 SEC. - SECTION
 S. - SOUTH
 W. - WEST
 (PC) - POINT OF CURVATURE
 PCC - POINT OF COMPOUND CURVATURE
 POC - POINT ON CURVE
 P.R.C. - ACCESS RIGHTS ONLY
 P.T. - POINT OF TERMINATION
 O.A. - OVERALL

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N25°36'50"E	40.49 (C)
L2	N89°38'51"E	45.97 (C)
L3	N00°05'51"W	163.20 (C)
L4	N00°05'51"W	282.90 (C)
L5	N00°05'51"W	515.67 (C)
L6	N00°06'56"W	320.38 (C)
L7	N13°01'24"W	348.61 (C)
L8	N22°06'59"W	92.27 (C)
L9	N78°20'16"E	251.42 (C)
L10	S13°37'21"E	519.42 (C)
L11	N22°06'59"W	10.27 (C)
L12	N13°01'54"W	200.00 (C)
L13	N01°00'57"E	103.08 (C)
L14	N13°01'54"W	11.78 (C)
L15	N50°27'21"W	58.49 (C)
L16	S89°42'52"W	19.23 (C)
L17	S46°12'28"W	387.26 (C)
L18	S37°40'37"W	10.12 (C)
L19	N90°00'00"W	88.71 (C)
L20	S90°00'00"E	72.43 (C)
L21	N57°31'03"E	101.98 (C)
L22	N46°12'28"E	387.26 (C)
L23	N37°10'52"W	183.84 (C)
L24	S15°31'51"W	18.45 (C)
L25	S00°05'45"E	124.66 (C)
L26	N13°01'54"W	446.38 (C)
L27	N01°00'57"E	103.27 (C)
L28	N13°24'58"W	214.17 (C)
L29	S78°20'16"W	55.03 (C)
L30	N89°54'15"E	2.01 (C)
L31	N89°45'03"E	48.00 (C)
L32	N00°05'51"W	35.00 (C)
L33	S89°45'03"W	48.00 (C)
L34	S89°42'52"W	179.21 (C)
L35	N13°01'54"W	35.59 (C)
L36	N13°51'54"W	348.61 (C)
L37	N00°05'51"W	17.90 (C)
L38	N13°01'54"W	37.30 (C)
L39	N13°37'21"W	385.65 (C)
L40	S22°06'59"E	9.30 (C)

CURVE DATA TABLE				
CURVE	DELTA	LENGTH	RADIUS	CH. BEARING
C1	13°50'05" (INT.)	339.15 (C)	367.30'	N10°41'47"W
C2	06°36'08" (INT.)	189.12 (C)	1433.00'	N22°18'46"E
C3	06°49'56" (INT.)	179.08 (C)	1433.00'	N05°28'06"E
C4	01°47'20" (INT.)	86.51 (C)	2770.79'	N12°07'58"W
C5	08°25'56" (INT.)	374.80 (C)	2546.65'	S09°24'14"E
C6	07°05'11" (INT.)	38.32 (C)	1121.25'	S87°46'52"W
C7	43°22'24" (INT.)	953.98 (C)	121.25'	S89°33'16"W
C8	43°43'32" (INT.)	986.91 (C)	120.12'	S58°06'14"W
C9	43°47'32" (INT.)	456.37 (C)	112.23'	N58°06'14"E
C10	07°27'23" (INT.)	67.47 (C)	1236.08'	N49°05'26"E
C11	06°52'12" (INT.)	310.33 (C)	262.48'	S03°20'21"W
C12	09°50'56" (INT.)	193.08 (C)	1121.25'	S86°28'00"W
C13	09°54'07" (INT.)	188.05 (C)	1088.27'	S86°25'18"W
C14	03°20'10" (INT.)	83.44 (C)	1433.00'	N10°33'09"E
C15	33°41'29" (INT.)	650.50 (C)	1123.25'	N64°37'40"E
C16	02°08'53" (INT.)	53.73 (C)	1433.00'	N00°58'42"E
C17	12°18'59" (INT.)	308.04 (C)	1433.00'	N06°03'45"E

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 223

RIGHT OF WAY "D"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the West 1/2 of Section 20, Township 23 South, Range 27 East of Orange County, Florida, being more particularly described as follows.

Commence at the Southwest corner of the Northwest 1/4 of said Section 20; thence run N.89°38'51"E. 2622.04 feet along the South line of said Northwest 1/4 of Section; thence departing said South line of the Northwest 1/4 of said Section 20, run N.13°01'34"W. a distance of 348.63 feet; thence run N.22°06'59"W. a distance of 92.27 feet for a POINT OF BEGINNING; thence S.78°20'16"W. a distance of 55.03 feet; thence N.13°24'58"W. a distance of 214.17 feet; thence N.01°00'37"E. a distance of 103.27 feet; thence N.13°01'34"W. a distance of 446.38 feet; thence N.13°01'34"W. a distance of 33.59 feet; thence S.89°42'32"W. a distance of 179.21 feet to a point on a non-tangent curve, concave Southeasterly, having radius of 1088.27 feet and a central angle of 09°54'02"; thence run Southwesterly along said curve an arc distance of 188.05 feet from a chord bearing of S.86°25'18"W. to a point on said curve; thence departing said curve run N.08°31'28"W. a distance of 35.00 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 1123.25 feet and a central angle 09°50'56"; thence run Northeasterly along said curve an arc distance of 193.08 feet from a chord bearing of N.86°24'00"E. to a point on said curve; thence departing said curve run N.89°42'32"E. a distance of 191.23 feet; thence run S.50°27'21"E. a distance of 58.49 feet; thence run S.13°01'34"E. a distance of 471.78 feet; thence S.01°00'37"W. a distance of 103.08 feet; thence S.13°01'34"E. a distance of 200.00 feet; thence S.22°06'59"E. a distance of 9.00 feet to the POINT OF BEGINNING.

Containing 1.320 acres, more or less.

July 24, 2003

SHEET 7 OF 8

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 823

PERPETUAL EASEMENT "A"

LEGAL DESCRIPTION

A portion of the West 1/2 of Section 20, Township 23 South, Range 27 East of Orange County, Florida, being more particularly described as follows.

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 20; thence run N.89°38'51"E. along the South line of said Northwest 1/4 of Section 20 a distance of 2347.44 feet for a POINT OF BEGINNING; thence departing said South line of the Northwest 1/4 of Section 20, run N.13°37'21"W. a distance of 385.65 feet; thence N.78°20'16"E. a distance of 257.42 feet; thence S.22°06'59"E. a distance of 92.27 feet; thence run S.13°01'34"E. a distance of 445.93 feet to the point of curvature of a curve to the right, concave Southwesterly, having a radius of 2770.79 feet and a central angle of 01°47'20"; thence run Southeasterly along the arc of said curve a distance of 86.51 feet to a point on said curve said point also being a point on the East line of the Southwest 1/4 of said Section 20; thence run S.00°06'56"E. 320.38 feet along said East line of the Southwest 1/4 to the Southeast corner of the North 500 feet of the Southwest 1/4 of said Section 20; thence departing said East line, run along the South line of the North 500 feet of the Southwest 1/4 of said Section 20, S.89°38'51"W. a distance of 222.65 feet to a point on a non-tangent curve, concave Southwesterly, having a radius of 2546.65 feet and a central angle of 08°25'56"; thence run Northwesterly along said curve an arc distance of 374.80 feet from a chord bearing of N.09°24'23"W. to a point of tangency; thence N.13°37'21"W. a distance of 133.77 feet to the POINT OF BEGINNING.

Containing 5.460 acres, more or less.

July 24, 2003

SHEET 8 OF 8

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM. DATUM IS NAD83. ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN C.P.S. MONUMENT NO. 504 AND C.P.S. MONUMENT NO. 509, BEARING S89°59'50"E. MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO TITLE INFORMATION WAS PROVIDED TO THIS SURVEYOR, NOR DID THIS SURVEYOR ABSTRACT THESE LANDS.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N89°51'05"E	591.04'(C)	L36	N00°06'56"W	1475.16'(C)
L2	N75°41'29"E	67.18'(C)	L37	N00°06'56"W	1295.54'(C)
L3	N00°08'25"W	299.62'(C)	L38	N00°08'25"W	1024.67'(C)
L4	S00°17'28"E	45.52'(C)	L39	N75°41'29"E	31.97'(C)
L5	N89°42'32"E	100.00'(C)	L40	N89°51'05"E	3.35'(C)
L6	S63°43'31"E	55.90'(C)	L41	N00°06'56"W	1008.24'(C)
L7	N89°42'32"E	169.38'(C)	L42	N00°06'56"W	1211.55'(C)
L8	S24°56'35"E	340.55'(C)	L43	S89°43'18"W	75.00'(C)
L9	S00°17'28"E	46.48'(C)	L44	S89°43'18"W	300.00'(C)
L10	S89°42'32"W	372.37'(C)	L45	S00°06'56"E	1210.70'(C)
L11	S14°33'27"W	560.14'(C)	L46	S89°43'18"W	474.64'(C)
L12	S09°47'37"W	301.04'(C)	L47	S24°56'35"E	418.07'(C)
L13	S14°33'27"W	332.34'(C)	L48	S89°43'18"W	287.04'(C)
L14	S03°53'04"W	608.60'(C)	L49	N24°56'35"W	77.52'(C)
L15	S00°06'56"E	122.15'(C)	L50	S00°06'56"E	2263.29'(C)
L16	S89°38'25"W	301.42'(C)	L51	S89°38'25"W	10.54'(C)
L17	N01°39'18"W	328.88'(C)	L52	N89°43'18"E	75.00'(C)
L18	N89°51'05"E	65.57'(C)	L53	S00°06'56"E	2264.14'(C)
L19	N00°06'56"W	30.00'(C)	L54	N89°43'18"E	300.00'(C)
L20	S00°06'56"E	30.00'(C)	L55	S14°33'27"W	608.31'(C)
L21	S00°08'39"E	60.00'(C)	L56	N00°06'56"W	2142.00'(C)
L22	S89°38'25"W	47.29'(C)	L57	N89°43'18"E	401.84'(C)
L23	S00°06'56"E	66.25'(C)	L58	N14°33'27"E	48.17'(C)
L24	S89°43'18"W	21.32'(C)	L59	N89°43'18"E	360.03'(C)
L25	S89°43'18"W	50.00'(C)	L60	S89°43'18"W	1513.87'(C)
L26	S89°43'18"W	1442.55'(C)	L61	S89°38'51"W	43.74'(C)
L27	S89°43'18"W	1513.71'(C)	L62	N00°06'56"W	320.38'(C)
L28	N00°06'56"W	1142.81'(C)			

CURVE TABLE				
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	21°37'35"	582.41'(C)	1543.02'	S05°10'50"E
C2	15°39'03"	998.93'(C)	3656.94'	S13°27'29"W
C3	10°40'23"	337.19'(C)	1810.14'	S11°45'48"W
C4	05°06'25"	353.83'(C)	3969.72'	S02°26'16"W
C5	05°07'06"	354.18'(C)	3964.73'	N01°55'19"E
C6	09°34'55"	463.38'(C)	2770.79'	N06°26'46"W
C7	05°52'4"	408.42'(C)	3969.72'	N02°49'54"E
C8	22°34'09"	1445.53'(C)	3669.72'	S11°10'06"W
C9	05°32'45"	355.20'(C)	3669.72'	S02°39'26"W
C10	06°41'12"	323.36'(C)	2770.79'	S02°56'38"E

CALC.	CALCULATED	P.O.B.	POINT OF BEGINNING	UTILITY	UTILITY
CH.B.	CHORD BEARING	R	RADIUS		
COR.	CORNER	R/W	RIGHT OF WAY		
DEG.	DEGREE	"	SECOND		
DELTA	DELTA	SEC.	SECTION		
E.	EAST	S.	SOUTH		
ESMT.	EASEMENT	W.	WEST		
EXIST.	EXISTING	PC	POINT OF CURVATURE		
FL.P.C.	FLORIDA POWER CORPORATION	PCC	POINT OF COMPOUND CURVATURE		
L	ARC LENGTH	POC	POINT ON CURVE		
L.A.	LIMITED ACCESS	A.R.O.	ACCESS RIGHTS ONLY		
M.F.	MINUTE FEET	P.O.T.	POINT OF TERMINATION		
N.	NORTH	O.A.	OVERALL		
N.T.S.	NOT TO SCALE				
PO	PACE				
O.R.	OFFICIAL RECORD				

SHEET 2 OF 15

SEE SHEET OF 15 FOR SKETCH
AND SHEETS 3 THROUGH 15 FOR
LEGAL DESCRIPTIONS.

PATENT NO. 724



**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653**

PARCEL 224

RIGHT OF WAY "J"

LEGAL DESCRIPTION

A portion of the East 1/2 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 20, Township 23 South, Range 27 East, Orange County, Florida; thence run S.00°08'39"E. along the East line of the Northeast 1/4 of said Section 20 a distance of 1352.10 feet to a point on the existing South right of way line of McKinney Road (as now established); thence departing said East line of the Northeast 1/4 of Section 20, run S.89°43'18"W. along said existing South right of way line of McKinney Road a distance of 2650.58 feet to a point on the West line of the East 1/2 of said Section 20; thence run S.00°06'56"E. along said West line of the East 1/2 a distance of 1475.16 feet for a POINT OF BEGINNING said point also being a point on a curve concave Southwesterly, having a radius of 2770.79 feet and a central angle of 06°41'12"; thence departing said West line of the East 1/2, from a chord bearing of S.07°53'38"E., run Southeasterly along the arc of said curve a distance 323.36 feet to a point on said curve; thence run S.89°38'51"W. 43.74 feet to a point on the aforesaid West line of the East 1/2 of Section 20; thence run N.00°06'56"W. along said West line of the East 1/2 a distance of 320.38 feet to the POINT OF BEGINNING.

Containing 8023 square feet, more or less.

July 24, 2003

SHEET 11 OF 15

COMPOSITE EXHIBIT "C"

**LEGAL DESCRIPTIONS OF
RIGHT OF WAY PROPERTY FROM ORANGE COUNTY TO CFX**

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653 - 100
ESTATE: FEE SIMPLE
LIMITED ACCESS RIGHT-OF-WAY

Legal Description

A parcel of land lying in the northeast 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence S00°06'56"E along the west line of said northeast 1/4 for 1295.54 feet to a point on the north line of the existing right-of-way for McKinney Road as shown on the Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project Number 75320-6460-653, dated 10/01/02; thence run N89°43'18"E along said North line for 75.00 feet the POINT OF BEGINNING; thence continue N89°43'18"E along said north line for 300.00 feet; thence S00°06'56"E for 60.00 feet to a point on the south line of the existing right-of-way for McKinney Road; thence S89°43'18"W along said south line for 300.00 feet; thence N00°06'56"W for 60.00 feet to the POINT OF BEGINNING.

Containing 0.413 acres, more or less.

Together with all rights of Ingress, egress, light, air and view to, from or across any State Road 429 right of way property which may otherwise accrue to any property adjoining said right of way.

03 MAR 2016 18:51

2007FAS0421 Exempt to UDOR SR 429 McKinney SCL.jpg



THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101

Tel: 407/647-7275 Certificate No. LB 24

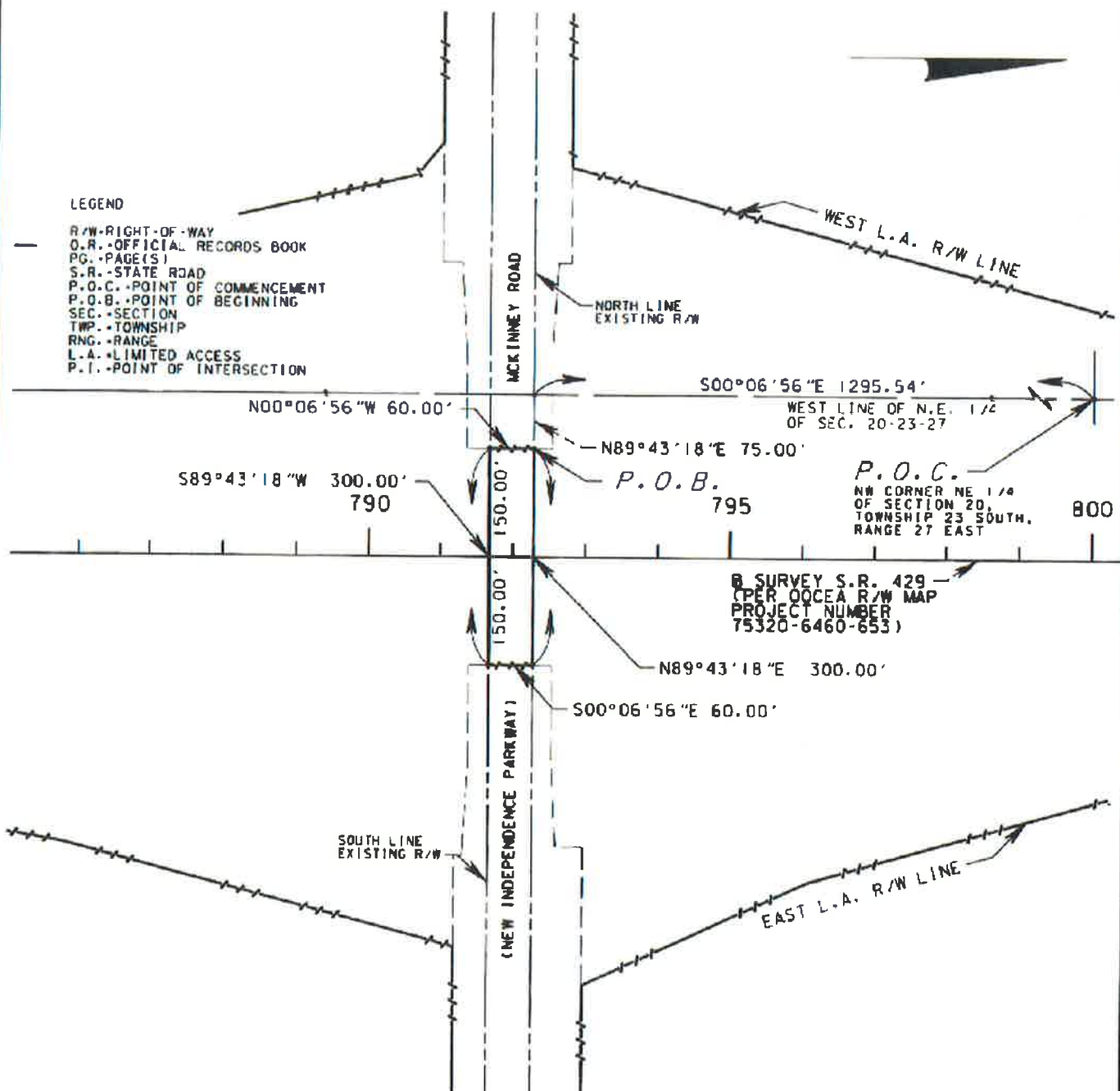
J. Vance Carper, Jr., PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 10/18/12
Scale: N/A
Job No.: 100002756
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653 - 100
ESTATE: FEE SIMPLE
LIMITED ACCESS RIGHT-OF-WAY



THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101

Tel: 407/647-7275 Certificate No. LB 24

NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEARING S00°06'56"E.

Dates: 10/18/12

Scales: 1" = 200'

Job No.: 100002756

F.B.: N/A

Drawn By: VS

Ckd. By: JVC

Sheet: 2 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 654 - 100
ESTATE: FEE SIMPLE

LIMITED ACCESS RIGHT-OF-WAY

Legal Description

A parcel of land lying in the northeast 1/4 of Section 17, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 17, being a point on the east line of the existing right-of-way of Davenport Road, as shown on Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project No. 75320-6460-654, dated 8-04-99; thence S00°07'39"E along said east line of Section 17 and said existing right-of-way for 593.66 feet, to a point on the westerly limited access right-of-way line of State Road 429, as shown on said OOCEA right-of-way map, said point being the POINT OF BEGINNING; thence continue S00°07'39"E along said east line of Section 17 and said existing right-of-way for 520.61 feet to a point on the easterly limited access right-of-way line of said State Road 429; thence S36°25'02"W for 41.98 feet to a point on said easterly limited access right-of-way line of State Road 429, said point also being on the west line of the existing right-of-way of Davenport Road, as shown on said OOCEA right-of-way map; thence N00°07'39"W along said west line for 520.61 feet to a point on the westerly limited access right-of-way line of said State Road 429; thence N36°25'02"E for 41.98 feet to the POINT OF BEGINNING.

Containing 13,015 square feet, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 429 right of way property which may otherwise accrue to any property adjoining said right of way.

03-MAY-2016 14:59

S:\000\EN\SR429\Exhibit\JVC\SR429 Davenport STD.dgn

THIS IS NOT A SURVEY

ATKINS

462 South Keller Road
Orlando, Florida 32810-6101

Tel: 407/647-7275 Certificate No. LB 24



J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Revised: 05/18/12

Date: 10/18/12

Scale: N/A

Job No.: 100002756

F.B.: N/A

Drawn By: YS

Ckd. By: JVC

Sheet 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 654 - 100
ESTATE: FEE SIMPLE

LIMITED ACCESS RIGHT-OF-WAY

P.O.C.
NORTHEAST CORNER OF
SEC. 17, TOWNSHIP 23 SOUTH,
RANGE 27 EAST

LEGEND

O.R. - OFFICIAL RECORDS BOOK
PG. - PAGE(S)
S.R. - STATE ROAD
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
SEC. - SECTION
TWP. - TOWNSHIP
RNG. - RANGE
L.A. - LIMITED ACCESS
R/W - RIGHT-OF-WAY
B - BASELINE
C - CENTERLINE

NOTES:

1. BEARINGS ARE BASED ON THE EAST
LINE OF SECTION 17, TOWNSHIP 23 SOUTH,
RANGE 27 EAST, ORANGE COUNTY, FLORIDA.
BEARING $500^{\circ}07'39''$ E.

$N36^{\circ}25'02''$ E
41.98'

EAST LINE OF
SECTION 17

P.O.B.

BY SURVEY S.R. 429
(PER OCEA R/W MAP
PROJECT NUMBER
15320-6460-654)

WESTERLY L.A. R/W LINE

WEST LINE
EXISTING R/W

DAVENPORT ROAD (F)

EAST LINE
EXISTING R/W

EASTERLY
L.A. R/W LINE

$S36^{\circ}25'02''$ W
41.98'

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Revised: 06/18/12
Date: 10/18/12
Scale: 1" = 100'
Job No.: 100002756
F.B.: N/A
Drawn By: VS
Ckd. By: JMC
Sheet 2 of 2

DESCRIPTION OF EASEMENTS FOR EXPRESSWAY BRIDGES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX")
STATE ROAD 429
ESTATE: PERPETUAL EASEMENT

LEGAL DESCRIPTION:

PARCELS OF LAND LYING IN ORANGE COUNTY, FLORIDA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

Twenty (20) feet beyond the outermost perimeters of the existing bridges ("Expressway Bridges") at the crossings of State Road 429 over:

- a) Avalon Road (near Old YMCA Road) at approximately Station 638+59.25
- b) Old YMCA Road at approximately Station 645+65.33,
- c) Avalon Road (near Porter Road) at approximately Station 730+54.05,
- d) Porter Road at approximately Station 735+36.31,
- e) Tiny Road at approximately Station 923+98.69, and
- f) Tilden Road at approximately Station 933+67.20.

TERMS OF PERPETUAL EASEMENT

1. CFX has a perpetual easement on and over the above-described properties, which right and easement includes the right to construct, operate, improve, expand, maintain, repair and replace from time to time.
2. GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the described real property, so as not to interfere with or impede the Expressway Bridges.
3. GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, to prevent any use of the above described real property which would interfere with one or more Expressway Bridges, or otherwise constitute a hazard for any Expressway Bridge.

EXHIBIT "D"

Prepared By:

Linda S. Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project: State Road 429, Daniel Webster Western Beltway, Part C

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("GRANTOR") and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("GRANTEE").

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED COMPOSITE EXHIBIT "A"

Property Appraiser's Parcel Identification Number:
Not Assigned

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: State Road 429, Daniel Webster Western Beltway, Part C

SUBJECT TO the covenants, conditions, restrictions, and reservations which are set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (SR) 429 right-of-way property which may otherwise accrue to any property adjoining said right of way.
- b) GRANTOR reserves unto itself, its successors and assigns, all existing limited-access rights of ingress, egress, light, air, and view to, from, or across the property described in **Composite Exhibit "A."**
- c) GRANTEE has no rights of ingress, egress, or access to SR 429 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from SR 429 bridges.
- d) GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right and easement for SR 429 bridges over County Roads above the surface of the real property, including SR 429 bridges over Avalon Road, Old YMCA Road, Porter Road, Tiny Road, and Tilden Road, which right and easement includes the right to construct, operate, improve, expand, maintain, repair and replace from time to time.
- e) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property, so as not to interfere with or impede the Expressway Bridges.
- f) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, to prevent any use of the hereinafter described real property which would interfere with one or more SR 429 bridges, or otherwise constitute a hazard for any SR 429 bridge.
- g) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns that if the County no longer uses the property for County right-of-way purposes, then CFX has a right of first refusal to acquire all right, title, and interest to the aforesaid property at no cost. COUNTY grants, transfers, and delivers to CFX a right of first refusal to acquire all right, title, and interest to the aforesaid property at no cost to CFX. COUNTY shall give CFX at least 180 days written notice of the occurrence of events that give rise to CFX's right of first refusal and provide CFX with an opportunity to respond.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Project: State Road 429, Daniel Webster Western Beltway, Part C

Signed, sealed, and delivered
in the presence of:

"CFX"
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY,

First Witness:

Signature

BY: _____
WELTON CADWELL, CHAIRMAN

Print Name

Date: _____

Second Witness:

ATTEST: _____
Darleen Mazzillo,
Executive Assistant

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2016, by Welton Cadwell, as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [☐] OR Produced Identification [☐], Type: _____

EXHIBIT "E"

Prepared By:

Linda S. Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project: State Road 429, Daniel Webster Western Beltway, Part C

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date signed, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("GRANTOR") and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("GRANTEE").

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED COMPOSITE EXHIBIT "B"

Property Appraiser's Parcel Identification Number:
Not Assigned

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: State Road 429, Daniel Webster Western Beltway, Part C

SUBJECT TO the covenants, conditions, restrictions, and reservations which are set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road 429 right-of-way property which may otherwise accrue to any property adjoining said right of way.
- b) GRANTOR reserves unto itself, its successors and assigns, all existing limited-access rights of ingress, egress, light, air, and view to, from, or across the property described in **Composite Exhibit "B."**

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered
in the presence of:

"CFX"
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY,

First Witness:

Signature

BY: _____
WELTON CADWELL, CHAIRMAN

Print Name

Date: _____

Second Witness:

ATTEST: _____
Darleen Mazzillo,
Executive Assistant

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2016, by Welton Cadwell, as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public
Personally Known [] OR Produced Identification [], Type: _____

EXHIBIT "F"

Prepared By:

Orange County Attorney's Office
201 South Rosalind Avenue, Third Floor
Orlando, FL 32801

Reserved for Recording

Project: State Road 429, Daniel Webster Western Beltway, Part C

This deed constitutes a conveyance from a state agency or instrumentality to an agency of the State of Florida and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.014(10), F.A.C.

COUNTY DEED

THIS DEED, dated as of the date signed, by **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("GRANTOR"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("GRANTEE").

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, designated as Parcel 653-100 and Parcel 654-100, to wit:

SEE ATTACHED COMPOSITE EXHIBIT "C"

Property Appraiser's Parcel Identification Number:
Not Assigned

Project: State Road 429, Daniel Webster Western Beltway, Part C

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

BY: _____

Teresa Jacobs

Orange County Mayor

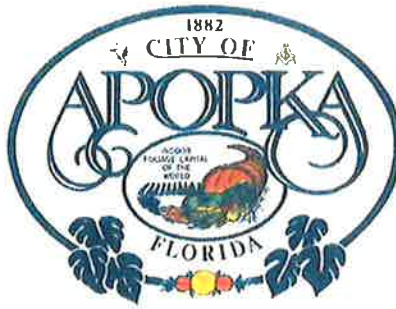
Date: _____

ATTEST: Martha O. Haynie, County
Comptroller, Clerk to the Board

By: _____
Deputy Clerk

Printed Name

Tab G



P.O. BOX 1229 · APOPKA, FLORIDA 32704-1229
PHONE (407) 703-1700

July 18, 2016

Mr. Glenn Pressimone
Director of Engineering
Central Florida Expressway Authority
4947 Orlando Tower Road
Orlando, FL 32807

Dear Mr. Pressimone:

As you are aware, MMI Development is preparing to construct a half interchange connecting SR 414 to Marden Road in Apopka. The City of Apopka has partnered with MMI Development to make this happen because we believe it will present a huge future economic opportunity for this area.

Recently, I was approached by Mike Wright, President for MMI Development about his desire to construct two round-a-bouts (traffic circles) where each ramp will connect to Marden Road. One of these connections, using a round-a-bout, will require dedication of right-of-way to the City of Apopka by the Expressway Authority.

This letter is intended to make a formal request for this right-of-way. It is my understanding such a request must first be considered by the CFX Right-of-Way Committee and it meets next on July 27, 2016. If this is correct, I respectfully request that you place my letter on the agenda for consideration. I have also included in this email a sketch and legal description of the right-of-way we are requesting.

Please let me know if you have questions or need additional information.

Sincerely,

Glenn A. Irby
City Administrator

C: Mike Wright
Angel de la Portilla

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 414 - PROJECT NO. 429-200
CITY OF APOPKA ROAD RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PARCEL 229A PART A

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH X-CUT MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88°57'32" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 30.00 FEET, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MARDEN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 543, PAGE 3 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°15'46" WEST, ALONG THE SAID EAST RIGHT-OF-WAY LINE OF MARDEN ROAD, FOR A DISTANCE OF 469.29 FEET, TO A POINT AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD WITH THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 414, AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT 429-200; THENCE RUN SOUTH 00°15'46" WEST, ALONG A LINE PARALLEL TO AND 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 383.15 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD WITH THE EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG THE EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414 AND ALONG SAID CURVE, HAVING A RADIUS OF 1,223.14 FEET, A CENTRAL ANGLE OF 0°28'07", AN ARC LENGTH OF 10.00 FEET, A CHORD LENGTH OF 10.00 FEET AND A CHORD BEARING OF SOUTH 88°11'33" EAST; THENCE RUN SOUTH 00°15'46" WEST, FOR A DISTANCE OF 48.70 FEET; THENCE RUN SOUTH 26°13'15" EAST, FOR A DISTANCE OF 39.75 FEET; THENCE RUN SOUTH 46°58'08" EAST, FOR A DISTANCE OF 43.41 FEET; THENCE RUN SOUTH 17°04'32" EAST, FOR A DISTANCE OF 101.91 FEET; THENCE RUN SOUTH 45°32'44" WEST, FOR A DISTANCE OF 112.53 FEET; THENCE RUN SOUTH 00°15'46" WEST, FOR A DISTANCE OF 172.17 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE RUN NORTH 89°22'09" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 10.00 FEET, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD; THENCE RUN NORTH 00°15'46" EAST, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD, FOR A DISTANCE OF 462.59 FEET, TO THE POINT OF BEGINNING.

CONTAINING 15,400.07 SQUARE FEET, MORE OR LESS.

LEGEND:

CB -	CHORD BEARING	OCEA -	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CCR# -	CERTIFIED CORNER RECORD NUMBER	ORB -	OFFICIAL RECORDS BOOK
CFX -	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	PB -	PLAT BOOK
CH -	CHORD LENGTH	PG -	PAGE
CM -	CONCRETE MONUMENT	P.O.B. -	POINT OF BEGINNING
D -	CENTRAL ANGLE	P.O.C. -	POINT OF COMMENCEMENT
FND -	FOUND	R -	RADIUS
IP -	IRON PIPE	R/W -	RIGHT-OF-WAY
L -	ARC LENGTH	SR -	STATE ROAD
L.A. -	LIMITED ACCESS	XX-XX-XX -	SECTION XX - TOWNSHIP XX SOUTH - RANGE XX EAST
NO. -	NUMBER		

SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS GATHERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFIRMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472 AS APPLICABLE.

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper

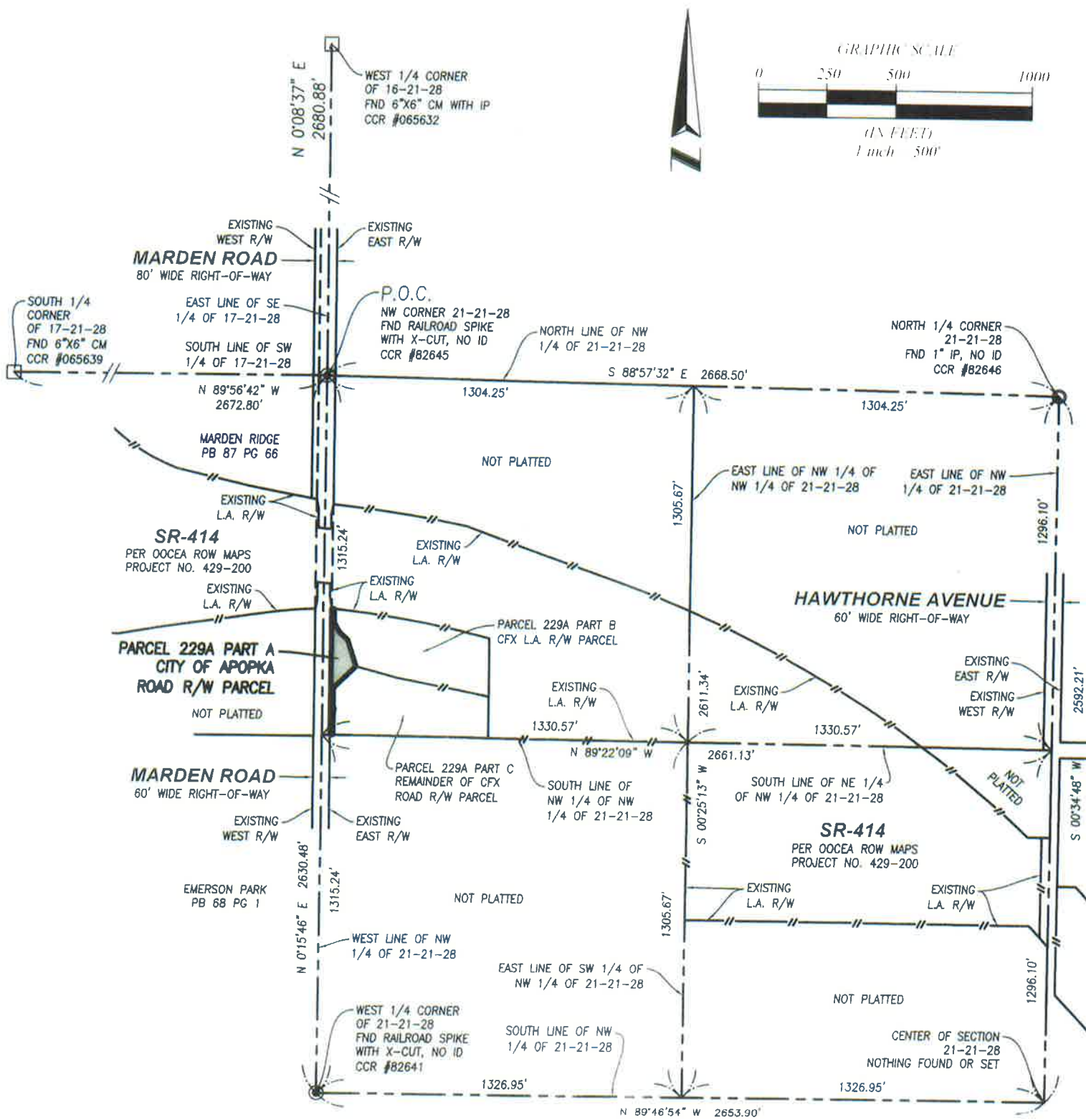
7/15/16
Date
Corey A. Hopkins, L.S. 6743

SURVEYORS NOTES:

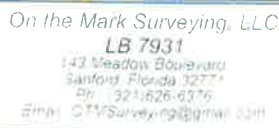
1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, THAT BEARING BEING S 00°15'46" W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83/90.
3. NOT VALID WITHOUT ALL SHEETS.

No	Revisions	Date	 On the Mark Surveying, LLC LB 7931 143 Meadow Boulevard Sanford, Florida 32771 Ph: 321.626-6376 Email: CTSurveying@gmail.com	SKETCH OF DESCRIPTION	Field Date N/A	Drawn by CAH
1					Scale N/A	Checked by CAH
2						
3						
4						
5					Sheet 1 of 5	Job Number EMERSON

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 414 - PROJECT NO. 429-200
CITY OF APOPKA ROAD RIGHT OF WAY
ESTATE: FEE SIMPLE



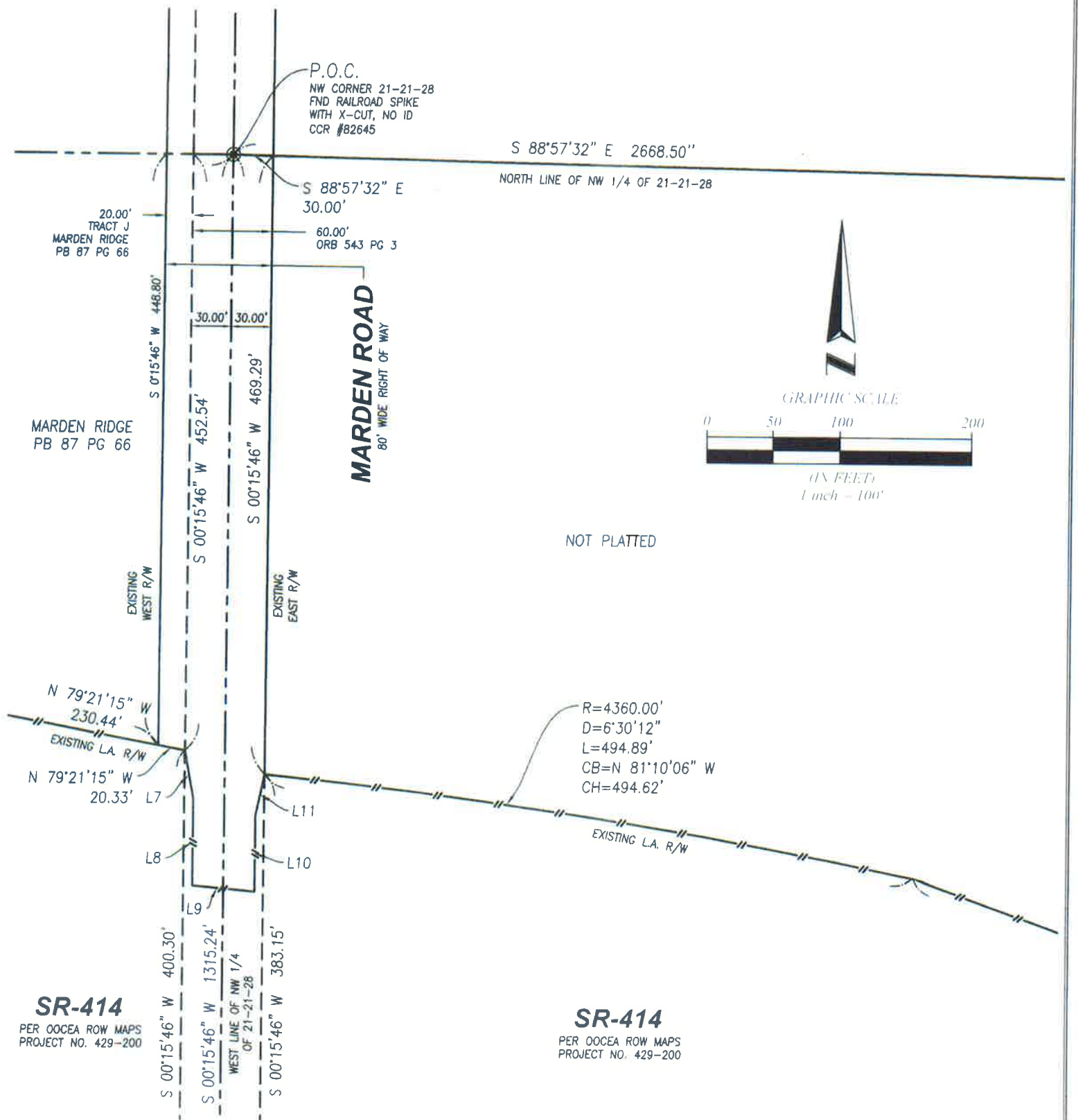
No	Revisions	Date
1		
2		
3		
4		
5		



SKETCH OF DESCRIPTION

Field Date N/A	Drawn by CAH
Scale 1" = 500'	Checked by CAH
Sheet 2 of 5	Job Number EMERSON

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 414 - PROJECT NO. 429-200
CITY OF APOPKA ROAD RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 4

No.	Revisions	Date	On the Mark Surveying LLC	On the Mark Surveying, LLC LB 7931 143 Meadow Boulevard Sanford, Florida 32771 Ph. 321.628-6376 Email: OTMSurveying@comcast.net	SKETCH OF DESCRIPTION	Field Date N/A	Drawn by CAH
1						Scale 1" = 100'	Checked by CAH
2						Sheet 3 of 5	Job Number EMERSON

SEE SHEET 3

SR-414

PER OOCEA ROW MAPS
 PROJECT NO. 429-200

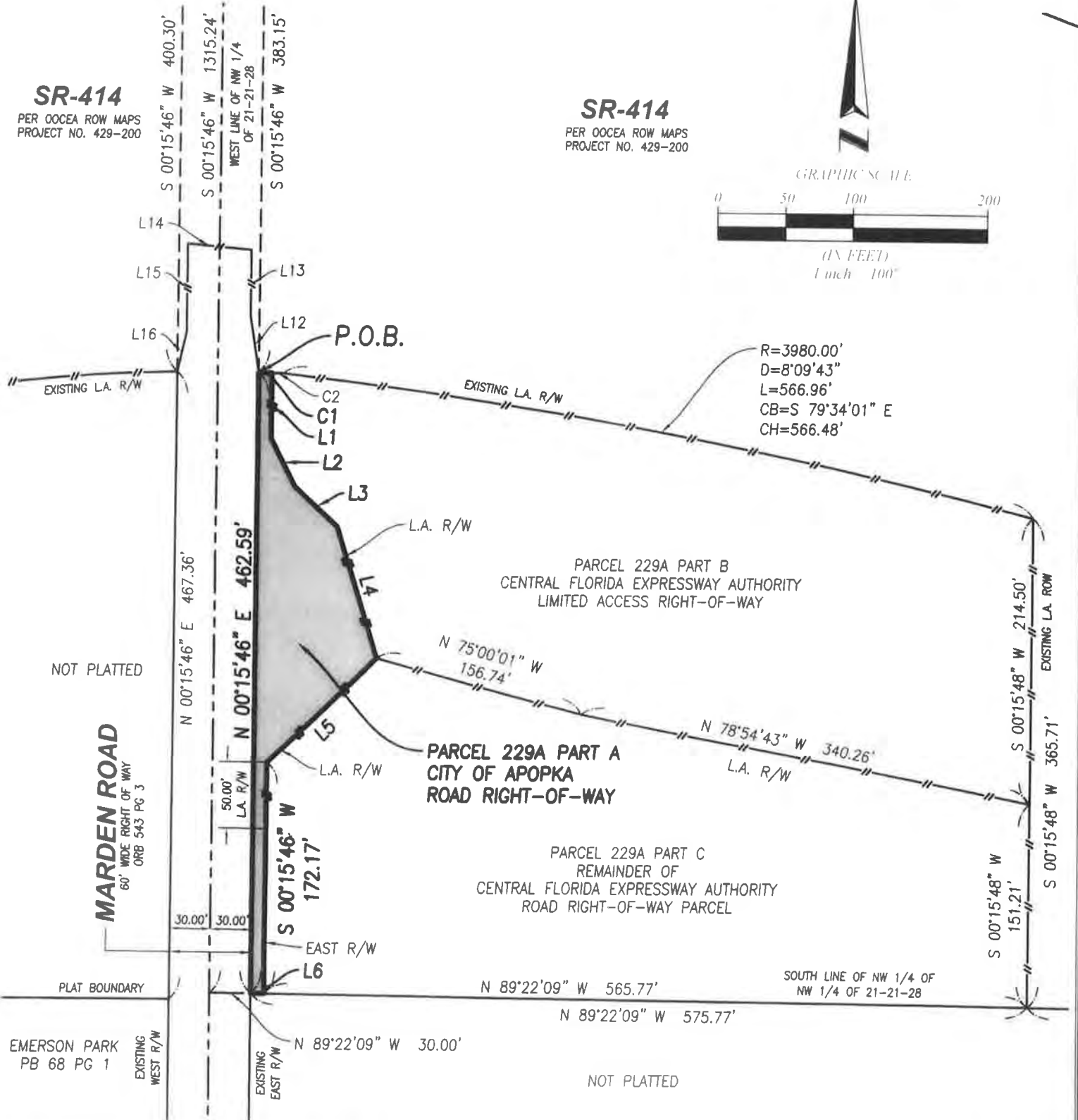
SR-414

PER OOCEA ROW MAPS
 PROJECT NO. 429-200

GRAPHIC SCALE



(IN FEET)
 1 inch = 100'




No	Revisions	Date	On the Mark Surveying, LLC	Field Date	Drawn by
			LB 7931	N/A	CAH
			143 Meadow Boulevard	Scale	Checked by
			Sanford, Florida 32733	1" = 100'	CAH
			Ph: 321.626.6376	Sheet 4 of 5	Job Number
			Email: OTMSurveying@gmail.com		EMERSON

**SKETCH OF
 DESCRIPTION**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 414 - PROJECT NO. 429-200
 CITY OF APOPKA ROAD RIGHT OF WAY
 ESTATE: FEE SIMPLE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°15'46" W	48.70
L2	S 26°13'15" E	39.75
L3	S 46°58'08" E	43.41
L4	S 17°04'32" E	101.91
L5	S 45°32'44" W	112.53
L6	N 89°22'09" W	10.00
L7	S 09°55'20" E	36.99
L8	S 00°15'48" W	66.10
L9	S 84°42'11" E	47.10
L10	N 00°15'48" E	58.38
L11	N 12°06'04" E	31.89
L12	N 08°34'08" W	42.61
L13	N 00°15'48" E	50.41
L14	N 84°35'48" W	47.11
L15	S 00°15'48" W	66.56
L16	S 12°27'27" W	30.97

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	1223.14	0°28'07"	10.00	S 88°11'33" E	10.00
C2	1223.14	0°23'00"	8.18	S 87°46'00" E	8.18

No	Revisions	Date	 On The Mark Surveying LLC LB 7931 113 Yeadon Boulevard Sanford, Florida 32771 Phone: 321.626.5376 Email: info@onthemarksurveying.com	<h1>SKETCH OF DESCRIPTION</h1>	Field Date	Drawn by
					N/A	CAH
					Scale	Checked by
					N/A	CAH
					Sheet 5 of 5	Job Number
					EMERSON	

MARDEN ROAD INTERCHANGE AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

EMERSON POINT ASSOC., LLLP

and

EMERSON POINT PHASE II, LLC

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EXHIBIT "A"

PRELIMINARY SKETCH OF INTERCHANGE

EXHIBIT "B"

CFX'S LETTER OF APPROVAL

MARDEN ROAD INTERCHANGE AGREEMENT

This Marden Road Interchange Agreement ("Agreement") is made and entered into by and between EMERSON POINT ASSOC., LLLP, a Florida limited liability partnership, and EMERSON POINT PHASE II, LLC, a Florida limited liability company (collectively, "Emerson Point"), and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an expressway authority established under the laws of the State of Florida (the "Authority").

WITNESSETH:

WHEREAS, Emerson Point is the owner and developer of certain lands located in Orange County, Florida, generally known as the Emerson Point Project (the "Project"); and

WHEREAS, Emerson Point desires to construct a half diamond interchange with associated street improvements at the intersection of Marden Road and SR 414 as depicted on Exhibit "A" attached hereto (the "Interchange"); and

WHEREAS, Emerson Point has caused to be prepared that certain State Road 414 & Marden Road Interchange Justification Report ("IJR") dated September 2014; and

WHEREAS, the IJR has been reviewed by the Authority and the required technical evaluation of the proposed interchange ramps is complete and the results are stated in CFX's letter of approval which is attached hereto as Exhibit "B"; and

WHEREAS, the Authority has no objection to the construction of the

Interchange, and will assist Emerson Point in the permitting and approval of the Interchange, as reasonably requested by Emerson Point, but at no cost to Authority; and

WHEREAS, the cost of the Interchange design and development will be paid by Emerson Point and the Authority will not be required to bear any cost or expense in connection therewith; and

WHEREAS, the Interchange will become part of the Authority system (and will be operated by the Authority); and

WHEREAS, Emerson Point intends to engage engineers approved by the Authority to prepare construction plans for the Interchange (the "Construction Plans"); and

WHEREAS, throughout development of the Construction Plans Emerson Point shall submit the same to the Authority for its review, comment and final approval as to the interchange design and other work proposed inside the Authority's limited access right of way, (it being agreed that the Authority is not responsible for approval of plans for the remaining construction of Marden Road improvements or drainage outside of the Authority's right-of-way which shall be reviewed by the City of Apopka); and

WHEREAS, those items of the Construction Plans subject to the approval of the Authority shall hereinafter be referred to as the "Interchange Plans"); and

WHEREAS, Emerson Point is proposing to construct an Interchange in the form and configuration generally depicted by the attached Exhibit "A" (a reduced version of a portion of the Interchange Plans), subject to the Authority's right to

request a revised geometric design that will be consistent with required sign locations; and

WHEREAS, the Authority has determined from a transportation planning perspective, the construction of the Interchange will not adversely affect SR 414; and

WHEREAS, the Authority and Emerson Point wish to set forth their agreement for the design, permitting, construction, operation and maintenance of the Interchange and to establish criteria for CFX right-of-way use upon the terms and conditions more fully set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Emerson Point and the Authority agree as set forth herein.

1. RECITALS. The above recitals are true and correct and form a material part of this Agreement.

2. INTERCHANGE DESIGN AND PERMITTING.

a. The Engineers. Emerson Point shall engage engineers approved by the Authority to prepare the Interchange Plans (the "Engineers").

b. Construction Documents. Emerson Point and the Engineers shall prepare and provide full, complete plans and specifications and construction bid documents for the Interchange in accordance with the Interchange Plans and all applicable requirements and standards of the Authority. In connection with any disagreement regarding the plans, specifications or construction bid documents, the Authority shall make the final decision based upon its then current practices and

procedures, which decision shall not be subject to revocation or appeal; provided, however, that the Authority shall not unreasonably withhold its approval of such plans, specifications, or construction bid documents.

c. Construction Approvals. All plans, specifications and construction bid and contract documents prepared and submitted with regard to the Interchange Plans shall be subject to final approval by the Authority (the "Construction Approvals"), which final approval shall not be unreasonably withheld by the Authority. The Authority shall approve the Interchange Plans so long as they comply with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as amended or supplemented and the Authority's design criteria. In reviewing such documents the Authority shall take into account whether they are consistent with the Interchange Plans and the Authority's then current practices, procedures and standards. Construction bid documents shall require payment and performance bonds, issued by sureties in amounts and form approved by the Authority and shall specifically name the Authority as a dual obligee. Emerson Point, the Engineers and the Authority shall consult and cooperate as reasonably necessary in all stages of preparation of such plans, specifications and construction bid documents so that the plans, specifications and bid documents: (i) are consistent with the Authority's requirements and standards, and (ii) may be approved without delay.

d. Review Costs. Any fees and costs payable to consultants or other professionals retained by the Authority ("Authority Consultants") incurred by the Authority in connection with the review and approval of the Interchange Plans,

specifications, construction documents and permit applications shall be paid by Emerson Point.

e. Permits. Emerson Point and its Engineers, with the written concurrence of the Authority, shall prepare the permit application and provide the Permit Fee for all local, state and federal permits required for construction of the Interchange. The Authority will be named as the applicant in each of the permit applications and submit the application. The Authority shall have the right to reasonably condition or limit its Construction Approvals if the permits and governmental approvals have requirements which affect in any adverse manner (as reasonably determined by the Authority), other parts of the Central Florida Expressway System. The Authority shall promptly review the permits and approve or disapprove the permits as part of the Construction Approvals.

f. Inspection Services. Emerson Point shall select an engineering firm approved by the Authority, as an engineering/inspection consultant ("CEI") to provide construction, engineering and inspection services during the course of Interchange construction, the cost of which shall be paid directly by Emerson Point. Emerson Point shall, subject to the approval of the Authority, define the scope of services to be included in CEI's contract, which contract shall name the Authority as a third party beneficiary of the CEI's services. The scope of services to be performed by the CEI shall include, but not necessarily be limited to, construction, engineering or inspection services related to those portions of the Interchange Plans approved by the Authority (i.e., any and all work performed within the Authority's Right-of-Way). The scope of services shall also require that the CEI

confirm that any retention ponds that serve the Interchange meet the Authority's requirements. Any change to the design of such ponds shall require Authority approval, such approval not to be unreasonably withheld. Decisions of the CEI which are required to insure that the construction of the Interchange is in accordance with the approved Interchange Plans and Authority design and construction standards (e.g., to conform such construction of the Interchange with the approved Interchange Plans, to take into account unforeseen conditions, changes necessary for public safety, etc.) shall be binding upon the Contractor and Emerson Point, and any CEI requested modification in connection therewith shall be implemented as a change order. Any cost associated with such CEI directed change orders shall be paid solely by Emerson Point.

g. Interference with Authority Operations. If the construction of the Interchange interferes with the Authority's operations, the Authority Director of Construction, or his or her designee, shall decide difficulties and disputes involving construction, maintenance of traffic and maintenance within the Authority's right of way that may occur in connection with or by reason of this Agreement, and the decisions upon all such difficulties and disputes shall be final and conclusive upon the parties hereto.

3. CONSTRUCTION OF THE INTERCHANGE; PAYMENT OF COSTS.

a. General. Emerson Point shall cause the Interchange to be constructed in accordance with this Agreement. Emerson Point agrees to pay, as hereinafter set forth, the Costs in connection with design, permitting and construction of the Interchange. Neither the formation of such a Funding Agency nor

the assignment of any of Emerson Point's obligations hereunder, however, shall operate to relieve Emerson Point of its obligations under this Agreement, including, but not limited to, Emerson Point's obligation to provide payment and performance bonds or other acceptable security to the Authority to assure completion of the Interchange. "Costs" shall be defined as the aggregate of the cost of Interchange facilities and materials depicted or described in the Interchange Plans, specifications, and permits; payment and performance bond premiums (if any); tests; surveys; title insurance; engineering fees; architectural fees, if any; expenses for plans, utility relocation and specifications; Emerson Point's construction management, administrative and legal expenses, and such other expenses as may be necessary or incidental to the design, permitting and construction of the Interchange. Emerson Point shall also pay any Costs arising from change orders and supplemental agreements requested by Emerson Point or required by CEI directive which are necessary to conform the construction of the Interchange to the approved Interchange Plans or permits or which are required for public safety reasons. Other changes solely for the benefit of the Authority shall be paid by the Authority.

b. Construction Bids and Award of Contract.

- i. Promptly upon completion of all plans, specifications, and construction bid documents and approval thereof by the Authority, Emerson Point shall solicit bids to construct the Interchange. Only contractors certified by the FDOT for drainage, paving, and structures shall be

allowed to bid on the Interchange construction. Upon receipt of bids and prior to award of the construction contract, Emerson Point shall advise the Authority in writing of the lowest acceptable bid received for the construction portion of the Costs of the Interchange, together with an estimated amount of other Costs attributable to the Interchange (it being agreed that Emerson Point may elect to accept a bid other than the lowest bid). To the sum of the construction portion of the Costs and the estimated amount of other Costs attributable to the Interchange shall be added a ten percent (10%) contingency. The aggregate of the aforesaid bid, estimate of the other Costs and contingency shall be the Total Construction Costs. The contract to be executed by Emerson Point and the selected contractor shall allow the Authority to assume the benefit of the construction contract if Emerson Point defaults thereunder or under this Agreement.

The foregoing notwithstanding, Emerson Point may, in lieu of soliciting bids to construct the Interchange, elect to enter into negotiations with one or more FDOT certified contractors in order to enter into a Construction Manager at Risk with a Guaranteed Maximum Price

contract arrangement. In addition, Emerson Point shall have the right to elect to terminate such negotiations and thereafter solicit bids to construct the Interchange.

Emerson Point hereby appoints EMERSON MMI-INT, LLC, an affiliated entity, to be the construction manager ('Construction Manager"), and the Construction Manager is hereby approved by the Authority together with fees not to exceed 5% of the Total Construction Costs.

The foregoing notwithstanding, Emerson Point may, in lieu of soliciting bids to construct the Interchange, elect to enter into negotiations with the Engineers, Construction Manager or one or more FDOT certified contractors (or combination thereof) for a design build contract arrangement. In addition, Emerson Point shall have the right to elect to terminate such negotiations and thereafter solicit bids to construct the Interchange.

In the event the construction manager at risk or design build method of delivery is chosen, the parties agree and understand that no construction may commence on any section of the project without final design approval by the Authority.

- ii. After receipt of bids (or in the alternative, (i) after

negotiation of an acceptable Construction Manager at Risk with a Guaranteed Maximum Price arrangement or (ii) a design build project with the Engineers, Construction Manager Contractor (or combination thereof)), Emerson Point may elect to proceed with or refrain from construction of the Interchange described herein. If Emerson Point elects to proceed with construction of the Interchange, it shall do so by delivery to the Authority of the Financial Guarantee. The Financial Guarantee may be in the form of a payment and performance bond or other form of security (such as but not limited to the depositing of funds into an escrow arrangement acceptable to the Authority) acceptable to the Authority. Emerson Point shall have the right to, from time to time, reduce the amount of the Financial Guarantee by the amount of payments Emerson Point makes under the construction contract for the Interchange. Any defense or objection by Emerson Point to disbursement under the Financial Guarantee shall be by separate action, and no claim or demand shall be permitted which might abate the obligation of the issuer of the Financial Guarantee to disburse funds. The purpose of the Financial Guarantee is to assure that

if Emerson Point does not fully complete the Interchange construction, adequate funds will be available to pay all lienors and vendors and either complete construction of the Interchange or restore the Interchange area to its former condition. Emerson Point shall cause the Financial Guarantee to remain in full force and effect until the Interchange construction has been completed, accepted by the Authority, and all Costs associated therewith have been paid. Thirty (30) days prior to the expiry date (if any) of the Financial Guarantee, Emerson Point shall cause the Financial Guarantee to be renewed, failing which the Authority may draw the full amount thereof.

- iii. Emerson Point may also elect (in its sole and absolute discretion) to reject any and all bids, to not enter into a contract with a Construction Manager at Risk, to waive any and all informalities not involving Costs, time or changes in the design of the Interchange, or to negotiate contract terms with the successful bidder and proceed with construction by complying with the requirements above-described and delivering to the Authority the required Financial Guarantee. If Emerson Point elects to reject all bids, Emerson Point may solicit new bids based

either on the same design of the Interchange or upon a redesign of the Interchange approved by the Authority and prepared at the expense of Emerson Point.

The Authority shall review the redesign and, if the redesign is in accordance with the Authority's policies, practices and standards, shall approve the redesign prior to Emerson Point's soliciting new bids based upon the redesign, which approval shall not be unreasonably withheld. Upon receipt of the new bids, Emerson Point may again elect to reject any and all bids, to not enter into a contract with a Construction Manager at Risk, to waive any and all informalities not involving Costs, time or changes in the design of the Interchange, or to negotiate contract terms with the successful bidder and proceed with construction by complying with the requirements above-described and delivering to the Authority the required Financial Guarantee.

- iv. If prior to the start of construction of the Interchange Emerson Point refuses or fails for whatever reason to deliver to the Authority the Financial Guarantee as described above or to notify the Authority it has rejected all bids or has not concluded negotiations with such Construction Manager at Risk, the Authority may, at its

sole option, terminate this Agreement by written notice to Emerson Point, except that Emerson Point's obligation to reimburse the Authority for expenses incurred hereunder shall survive the termination.

c. Payment of Costs.

- i. So long as the Financial Guarantee has been established and remains in place, Emerson Point shall directly fund the Costs attributable to the Interchange. If Emerson Point disputes the accuracy of an invoice it receives for Costs attributable to the Interchange, the invoice payment date shall be tolled until the dispute is resolved in accordance with the procedures specified in the agreement forming the basis for the disputed Costs. To the extent Emerson Point funds the Costs as they come due, the Authority shall not draw on the Financial Guarantee for payment. The Authority shall only draw upon the Financial Guarantee to the extent necessary to pay the Costs incurred by the Authority and not funded by Emerson Point. Any proceeds the Authority receives from drawing upon the Financial Guarantee shall be deposited in a separate interest-bearing account of the Authority. The Authority shall thereafter use such funds for the purposes herein provided. Upon the Authority's

acceptance of the Interchange following completion and payment of all Costs for the interchange (or restoration if the Authority elects not to complete the Interchange), any sums remaining in such account shall forthwith be refunded to Emerson Point, together with any interest accrued thereon.

ii. If in connection with the construction of the Interchange a lien is filed against the lands or right-of-way of the Authority, within thirty (30) days thereafter Emerson Point shall cause the lien to be removed (by discharge, transfer to security or otherwise). If the lien is not removed within such thirty (30) day period, the Authority may draw upon the Financial Guarantee and satisfy the lien.

iii. Except in a circumstance where Emerson Point has been declared in default hereunder after expiration of any applicable notice and cure period and pursuant to the terms hereof is precluded by the Authority from continuing construction of the Interchange, if Emerson Point fails to fund Costs as they become due and such failure continues for a period of thirty (30) days after notice thereof by the Authority, the Authority will be permitted to access the Financial Guarantee to the

extent necessary to cover the outstanding invoice and any other Costs incurred by the Authority in connection therewith. In a circumstance where a Emerson Point default results in the Authority's decision to preclude further interchange construction by Emerson Point, the Authority will be entitled to draw upon the entire Financial Guarantee and shall thereafter use the funds obtained from the Financial Guarantee to either restore the Interchange to its original condition, or complete the Interchange in accordance with the Interchange Plans, specifications, contract documents and permits.

Drawing upon the Financial Guarantee shall not relieve Emerson Point of its liabilities hereunder, or the obligation to pay the Total Construction Costs to the extent that the funds obtained from the Financial Guarantee are insufficient to satisfy this obligation.

d. Supplemental Agreements. Emerson Point shall pay all Costs arising from supplemental agreements with respect to the Interchange.

e. Completion of Interchange. The Interchange shall not be open and available for public use until substantial completion of construction and final inspection and acceptance by the Authority, as evidenced in writing by the Authority. Concurrent with such acceptance, Emerson Point shall assign to the Authority all contractor representations and warranties associated with the

Interchange construction.

f. Construction Practices. The Interchange shall be constructed in a manner so as to minimize interference with Marden Road Interchange traffic flow, and Emerson Point (and its contractor) shall adhere to all CEI or Authority directives to achieve that result.


4. REIMBURSEMENT TO AUTHORITY OF ADMINISTRATIVE, ENGINEERING AND LEGAL COSTS. Emerson Point shall reimburse the Authority for Authority Consultant expenses incurred by the Authority in connection with the Interchange. Simultaneously with the execution of this Agreement, the Authority has given to Emerson Point an estimate of costs (the "Budget") to be incurred by the Authority between execution of this Agreement, the issuance of the notice to proceed with construction and thereafter to Interchange completion. If Emerson Point elects not to proceed with the construction of the Interchange, the actual costs incurred by the Authority shall nevertheless remain payable to the Authority. If Emerson Point elects to proceed, expenses incurred by the Authority through its consultants related hereto shall be paid by Emerson Point so long as such expenses do not exceed, in the aggregate, the amount of the Budget by more than ten percent (10%). The Authority shall submit invoices to Emerson Point upon design approval and then monthly during the construction period. If Emerson Point disputes any of the invoiced sums, Emerson Point shall notify the Authority in writing before the date payment would ordinarily be due, setting forth the nature of the dispute and the amount disputed. However, all disputed amounts shall nevertheless be promptly paid by Emerson Point notwithstanding the dispute so

long as the amounts set forth on such invoices do not exceed the Budget, prorated to take into account the stage of construction to date, by more than ten percent (10%). Emerson Point may withhold payment of any disputed amount that exceeds such prorated Budget amount, plus ten percent (10%). Failure of Emerson Point to pay any invoiced amounts that do not exceed such prorated Budget amount plus ten percent (10%) within thirty (30) days of receipt of notice of such default shall be a material breach of this Agreement. The parties will negotiate in good faith to resolve any disputed amounts within thirty (30) days following the Authority's receipt of notice from Emerson Point regarding the items and amounts in dispute. If the parties cannot reach agreement on the disputed items or amounts within such thirty (30) day period, Emerson Point shall proceed with construction and defer further discussion relating to the disputed items or amounts until completion of the Interchange. Upon completion of the Interchange, the parties agree to mediate all disputed items and amounts and shall agree in writing as to the identity of the mediator and the rules and procedures of the mediation. The costs and fees reasonably related to any mediation occurring hereunder shall be shared equally by Emerson Point and the Authority. Each party shall bear its own attorneys' fees and costs. If the parties cannot reach agreement about or through mediation, Emerson Point and the Authority shall resolve their differences by binding arbitration in accordance with the provisions of Section 17 of this Agreement.

5. PAYMENT OF OPERATION AND MAINTENANCE OF INTERCHANGE.

Except as set forth in Section 6.d and Section 8 below, or as otherwise herein provided after construction completion and acceptance by the Authority, the

Authority shall be responsible for expenses of operation, maintenance and repair of the Interchange, including but not limited to the cost of utility services such as electrical power provided for the lights within the Expressway Authority limited access right of way.



6. CONSTRUCTION PRACTICES. The Interchange shall be constructed in a manner so as to minimize interference with Marden Road Interchange traffic flow, and Emerson Point (and its contractor) shall adhere to all CEI or Authority directives to achieve that result. The need for installation of traffic signalization devices on Marden Road shall be determined by the appropriate local jurisdiction and under no circumstance shall the Authority be responsible for the costs of such installation.

7. RIGHTS-OF-WAY. Emerson Point shall acquire (at its expense) and shall donate at no cost to the Authority in fee simple, free and clear of all encumbrances (other than easements and other matters of record reasonably approved by the Authority), all rights-of-way deemed necessary by the Authority for the Interchange which are not currently owned by the Authority. In addition, Emerson Point shall grant the Authority a drainage easement for the ditches and ponds as necessary to accommodate the stormwater needs of the Interchange. Pursuant to such easements Emerson Point, a Funding Agency, or the City of Apopka shall be obligated to maintain the ditches and drainage ponds.

a. Conveyance of Right-of-Way. Prior to commencement of construction of the Interchange, Emerson Point shall deliver to the Authority the following documents in connection with the right-of-way owned by Emerson Point

necessary for the Interchange:

- i. A special warranty deed or deeds conveying in fee simple the right-of-way to the Authority for the Interchange free and clear of all liens and encumbrances (subject only to easements and other matters of record reasonably approved by the Authority). To ensure there is no interference with the safe operation of the Interchange, the Authority reserves the current and future right, after providing prior written notice to Emerson Point of its intended action, to trim or remove at Emerson Point's cost any landscaping, planting or irrigation within the right of way for the Interchange or, if landscaping or plantings on Emerson Point's adjacent property is creating a line of sight problem at the intersection of the Interchange entrance or exit ramps and Marden Road, within such adjacent property, if Emerson Point has not taken the required corrective action within thirty (30) days following receipt of notice from the Authority of the need to take such required corrective action.
- ii. An owner's title insurance policy for the fair market value of the Right of Way issued by a title insurance company approved by the Authority (with no

exceptions other than those approved by the Authority) covering the right-of-way and easements being conveyed to the Authority.


- iii. Partial releases with respect to any mortgage or mortgages encumbering such right-of-way and easements.
- iv. Off-site drainage easements, if necessary to accommodate Interchange drainage.

Upon receipt of such documents, the Authority shall record (at its expense) the deeds, licenses and partial releases in the Public Records of Orange County, Florida.


b. Drainage Ponds. In addition to the dedication of the right-of-way for the Interchange Emerson Point shall, prior to commencement of construction, provide the Authority with appropriate drainage easements to the stormwater retention/detention ponds shown on the Interchange Plans as being necessary to accommodate drainage requirements for the Interchange. All fencing or other barriers around the stormwater facilities and ponds and adjacent to the limited access portions of the expressway shall be consistent with the Interchange Plans, and laws applicable at the time of installation.

c. Indemnification. Emerson Point shall indemnify, hold harmless and defend the Authority from and against all claims, damages, losses, actions and causes of action or expenses arising out of or resulting from: (i) this Agreement and the activities provided for herein or (ii) due to or arising from any negligent act or

omission of Emerson Point, its successors, assigns, their agents or employees and not arising primarily from any negligent act or omission of the Authority. The mutual benefit of this Agreement is the specific consideration for this indemnity. This indemnity shall continue in effect (at all times) until four (4) years following the date on which the Interchange is opened for public use.



8. LANDSCAPING. At any time after completion of the Interchange, Emerson Point (or its successors and assigns, including a duly formed Community Redevelopment Agency (CRA) or City of Apopka) may elect to maintain and/or upgrade, remove, replace and reconfigure the Interchange landscaping, including landscaping in medians and rights-of-way adjacent to the Interchange. Such maintenance and/or alteration and upgrading of landscaping shall be in the manner determined by Emerson Point (subject to the approval of the Authority, not unreasonably withheld). At all times such maintenance, upgrade, removal, replacement or reconfiguration shall comply with the minimum standards and requirements of the Authority, and must be approved by the Authority. If Emerson Point (or a CRA or City of Apopka) elects to maintain and/or alter the landscaping in the Interchange, Emerson Point shall thereafter maintain such landscaping within the Interchange, and shall enter into a written agreement with the Authority and shall be responsible for all maintenance and replacement costs associated with the landscaping. If Emerson Point (or a CRA or City of Apopka) does not elect to maintain and/or alter the landscaping within the Interchange then the Authority shall be responsible for all maintenance and replacement costs associated with the landscaping. If a CRA or City of Apopka are responsible for maintenance and



replacement of the landscaping, the CRA or City of Apopka shall be empowered to impose assessments, but not on the Authority, as a means of collecting funds to cover maintenance and replacement costs. Any failure by a property owner within the City of Apopka (other than the Authority) to pay the assessment shall require imposition of a lien against the owner and the owner's property within the City of Apopka for payment of such assessment.

9. SIGNAGE. No billboards shall be allowed within the right of way of the Interchange. No non-Authority signage shall be allowed.

10. UTILITIES. The Interchange Plans incorporate the utility lines which will traverse the Interchange area, including fiber optic cable lines and electricity. Lighting of the Interchange and the approach areas to the Interchange shall be provided in accordance with the Interchange Plans.

11. SUCCESSORS AND ASSIGNS. At Emerson Point's election, this Agreement may be assigned by Emerson Point to a duly formed Funding Agency or City of Apopka. Upon the Authority's receipt of written notice that the Agreement has been assigned to a Funding Agency or City of Apopka and the Funding Agency (or City of Apopka) has accepted the assignment, all of Emerson Point's obligations under this Agreement shall also be the obligations of the Funding Agency or City of Apopka and this Agreement shall be deemed to be an Interlocal Agreement between the Authority and the Funding Agency or City of Apopka. However, such an assignment shall not relieve Emerson Point of its obligations hereunder, and thereafter Emerson Point shall be jointly and severally liable hereunder. At all times prior to the date on which this Agreement is assigned to a duly formed Funding

Agency or City of Apopka, the parties intend that the obligations of Emerson Point under this Agreement shall be binding on any persons or entity that succeeds Emerson Point as a primary developer of the Project, but (except for the assessments herein described) shall not act as an encumbrance on the Project to the extent portions are sold to persons or entities for residential, office, hotel, commercial, industrial and other above-ground construction and immediate uses distinct from site preparation or land development. Therefore, if all or any substantial portion of the Project then owned by Emerson Point is transferred prior to meeting the obligations set forth in this Agreement, and if such transferee becomes the developer for the Project and not an end user, such transferee shall be bound by the terms hereof as if the transferee was an original party hereto. To that extent this Agreement shall be deemed to run with title to the Project, and this Agreement shall accordingly be recorded in the Public Records of Orange County, Florida by Emerson Point upon execution with a recorded copy furnished to the Authority prior to issuance of the Notice to Proceed.

12. TERMINATION OF AGREEMENT.

a. Automatic Termination. This Agreement shall terminate without any further action by the parties if Emerson Point refuses or fails to deliver the Financial Guarantee prior to the commencement of construction, or if construction has not commenced within two (2) years after the Effective Date unless extended in writing by the parties hereto.

b. Termination by the Authority. The Authority may terminate this Agreement if Emerson Point defaults in the performance of any material obligation

in this Agreement, and such default is not cured (or curative action has not commenced and is not being diligently pursued) within thirty (30) days following receipt of written notice thereof. For purposes of the foregoing sentence, any action or inaction by Emerson Point that results in the Authority drawing on the Financial Guarantee for payment shall also be deemed a default by Emerson Point. If the Authority draws on the Financial Guarantee, this Agreement shall not terminate and the default shall be addressed in accordance with the provisions of Section 17 of this Agreement.

c. Termination after Construction Commencement. If this Agreement is terminated by the Authority after commencement of construction because of a material default by Emerson Point, the Authority may elect to have removed whatever portion of the Interchange has been constructed as of the date of termination. In such circumstances, Emerson Point shall remove all improvements constructed pursuant to this Agreement, together with any other items necessary and incidental to removal of the Interchange. Such removal shall be at Emerson Point's expense (secured by the Financial Guarantee or other security acceptable to the Authority), and Emerson Point's obligation to pay the cost of such removal shall survive termination. In any event, upon termination for material default by Emerson Point, the Authority shall have no obligation whatsoever to complete construction and open the Interchange to public vehicular traffic.

d. Termination by Emerson Point. Emerson Point may terminate this Agreement if the Authority defaults in the performance of any material obligation in the Agreement, and such default is not cured (or if curative action has not

commenced and is not being diligently pursued) within thirty (30) days following receipt of written notice thereof. Any default by the Authority shall be addressed in accordance with the provisions of Section 17 of this Agreement.

e. Reconveyance upon Termination. In the event that this Agreement is terminated in accordance with the provisions of this Section 12 after Emerson Point (or a Funding Agency or CCD's) has conveyed to the Authority the right of way for the Interchange and has granted to the Authority any off-site drainage easements, and the Authority does not elect to move forward with construction within six (6) months after this Agreement is so terminated, then the Authority shall reconvey to Emerson Point (or the Funding Agency or City of Apopka) the right of way for the Interchange, and shall terminate or release such easements. Title shall be reconveyed subject to only those matters to which title was subject as of the date of conveyance by Emerson Point (or Funding Agency or City of Apopka) to the Authority as evidenced by a title insurance commitment. All costs of such reconveyance, including without limitation documentary stamps, if any, required to be affixed to the deed of conveyance, title searches and title insurance premiums, shall be paid by the party whose default hereunder resulted in the other party electing to terminate this Agreement.

13. COMPLIANCE WITH LAWS AND REGULATIONS. In performing pursuant to this Agreement, each party shall abide by the statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party, including but not limited to those now in effect and hereafter adopted.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire

agreement of the parties with respect to the subject matter hereof and may not be modified or amended except by an instrument in writing executed by the parties to be bound thereby.

15. NOTICES. Any notices required to be given hereunder shall be deemed given to the proper parties if sent to the following:

Authority:	Executive Director Central Florida Expressway Authority 4974 Orlando Tower Road Orlando, Florida 32807
------------	---

With a copy to:	General Counsel Central Florida Expressway Authority 4974 Orlando Tower Road Orlando, Florida 32807
-----------------	--

Emerson Point:	Emerson Point c/o MMI Development, Inc. Attention: Mike Wright 1350 Orange Avenue, Suite 250, Winter Park, Florida 32789
----------------	--

With a copy to:	Ted B. Edwards, Esquire Law Office of Ted B. Edwards, P.A. 1350 Orange Ave, Suite 260 Winter Park, Florida 32789
-----------------	---

Each such notice shall be deemed delivered on the date delivered if by personal delivery, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed, or date of delivery by overnight delivery service as evidenced by service receipt. Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices.

16. ENFORCEMENT. The parties each agree that this Agreement is lawfully entered into and is legal, valid and binding against both of them in accordance with its terms.

17. APPLICABLE LAW/VENUE/REMEDIES. This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in Orange County, Florida. If there is a dispute arising out of or related to this Agreement or the enforcement thereof, or regarding the subject matter of this Agreement, the Authority and Emerson Point agree to submit such dispute to binding arbitration conducted by and in accordance with the rules of the American Arbitration Association. The arbitrators shall be entitled to grant such remedies as are provided by law or in equity. Provided, however, arbitration shall not be applicable in connection with the resolution of any issues pertaining to the statutory authority, mandate or interpretation of Authority powers as set forth in Chapter 348, Florida Statutes, and disputes regarding invoices from the Authority shall be processed as provided in Section 4 above. The costs and fees reasonably related to any arbitration occurring hereunder shall be shared equally by Emerson Point and the Authority. Each party shall bear its own attorneys' fees and costs.

18. NON-WAIVER AND CONFLICTS. No consent or waiver, express or implied by either party, to or of any breach or default of the other with regard to the performance of said party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver to any other breach or default of such party. Failure by a party to complain of any act or failure to act on the part of the

other party, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement.

19. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

20. EFFECTIVE DATE. This Agreement shall be and become effective on the date it is signed by the last to sign of Emerson Point and the Authority as set forth below.

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

22. TIME OF THE ESSENCE. Time and timely performance hereunder are of the essence in this Agreement.

23. FORCE MAJUERE. In the event that either party hereto shall be unable to fulfill any of its obligations hereunder or is delayed in doing so by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of such party, then for the period and to the extent that a party is unable to fulfill in whole or in part its obligations hereunder, such non-performing party shall be released from its obligations hereunder until the cessation of such disability.

Signatures of the parties are on the following pages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the dates set forth below.

Witnesses:

Jessica A Johnson
Print Name: Jessica Johnson
Daniel Conn
Print Name: Daniel Conn

Jessica A Johnson
Print Name: Jessica Johnson
Daniel Conn
Print Name: Daniel Conn

Jessica A Johnson
Print Name: Jessica Johnson
Daniel Conn
Print Name: Daniel Conn

EMERSON POINT ASSOC., LLLP,

By: [Signature]
Michael E. Wright, General Partner

Date: 9/29/15

Emerson Point Phase II, LLC,

By: [Signature]
Michael E. Wright, Manager

Date: 9/29/15

By: [Signature]
Mary L. Demetree, Manager

Date: 9/29/15

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

Regla Lamante
Print Name: Regla Lamante

By: *[Signature]*, Chairman

Darlean Mazzillo
Print Name: Darlean Mazzillo

Date: Oct. 14, 2015

Approved as to Form and Legality

By: *Joseph J. Cassatone*

Name: CFX General Counsel
10/14/2015

21 OCT '15 AM 11:01

EXHIBIT "A"

Aerial Overview of the Interchange



Aerial Overview of Marden Road Interchange Project Area

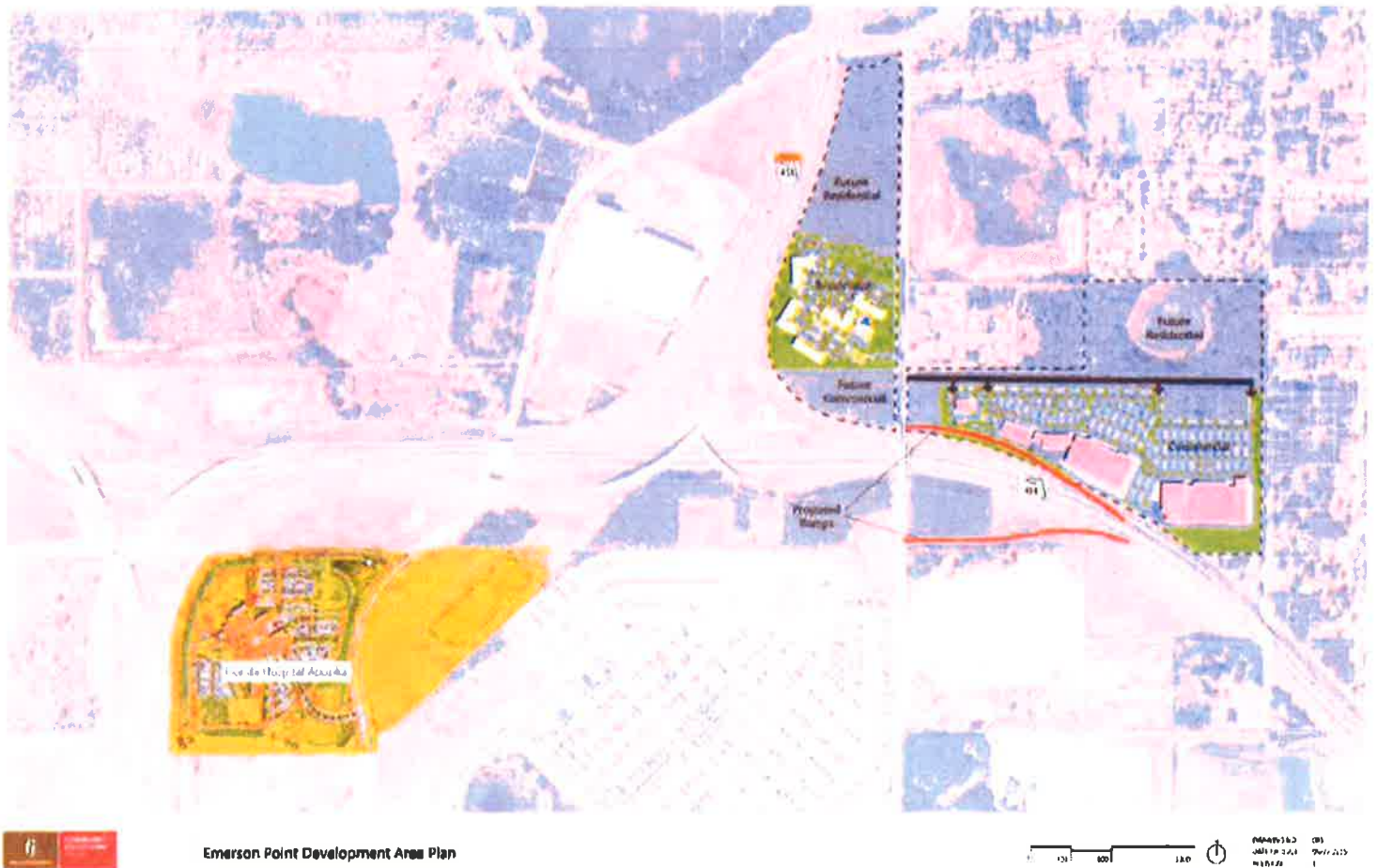


EXHIBIT "B"

4829-7709-0080, v. 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

October 31, 2014

Mr. Kevin Knudsen, P.E.
Dewberry / Bowyer-Singleton
520 South Magnolia Avenue
Orlando, FL 32801

RE: SR 414 at Marden Road Interchange Justification Report

Dear Mr. Knudsen,

The Central Florida Expressway Authority (Authority) received the final SR 414 at Marden Road Interchange Justification Report (IJR) dated September 2014. The Authority's General Engineering Consultant and Traffic and Revenue Consultant were directed to perform detailed reviews of this submittal to ensure comments provided on previous draft reports were adequately addressed. The reviews have been completed and comments provided by each firm are attached.

It appears that all substantive comments associated with the potential operational impacts to SR 414 resulting from the construction of new ramps at Marden Road are adequately addressed in this final IJR. Therefore, the Authority has determined that the required technical evaluation of the proposed interchange ramps is complete and the results of that evaluation indicate that the forecasted operational impacts to SR 414 would be acceptable.

As discussed during the August 11, 2014 meeting with you and the Applicant, a signed funding agreement between all parties that clearly delineates financial responsibilities is required prior to final approval of the IJR. The Authority looks forward to receiving a draft agreement from the Applicant to begin this final stage of the IJR approval process.

Additionally, if the Applicant decides to advance the proposed interchange ramps at Marden Road after IJR approval, the following conditions will apply:

1. The ramp design must meet all Authority criteria including geometry, drainage, signage, pavement markings, lighting, etc. The Authority will have final review and approval of all construction plans.
2. The proposed westbound exit ramp has the potential to impact private property. Securing the right of way necessary to construct the ramp will be the Applicant's responsibility.

3. The proposed eastbound entrance ramp appears to impact a parcel owned by the Authority. The Applicant may be required to obtain the property necessary to construct the ramp in accordance with the Authority's surplus property guidelines.
4. The proposed eastbound entrance ramp also appears to impact an Authority storm water pond. Further coordination will be required to address permitting requirements associated with any pond impacts.

Please contact myself or Glenn Pressimone, Director of Engineering if you have any questions or need further clarification.

Sincerely,

A handwritten signature in black ink, reading "Joseph A. Berenis". The signature is fluid and cursive, with the first name "Joseph" and last name "Berenis" clearly legible.

Joseph A. Berenis, P.E.
Deputy Executive Director

Attachments

cc: G. Pressimone
N. Silva
H. Miller



2301 Maitland Center Parkway, Suite 300
Maitland, FL 32751
tel: 407 660-2552
fax: 407 875-1161

October 17, 2014

Mr. Glenn Pressimone, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: Final Comments on Marden Road IJR

Dear Mr. Pressimone:

CDM Smith has reviewed the revised report titled **State Road 414 & Marden Road IJR**, September 2014 and the accompanying letter dated July 30, 2014 from GMB Engineers & Planner, Inc. in this letter, Dante Gabriel describes GMB's response to prior comments from Atkins and CDM Smith.

At this point, the only substantive issue that remains is the degradation in the level of service on Marden Road south of the interchange. The level of service changes from LOS D under No Build conditions to LOS F under Build conditions. While improvements on this road are not the responsibility of the Authority, it seems worthwhile to clearly state that this is the case.

CDM Smith has no further comments on this report. Please let me know if you would like to discuss this or other issues. Best regards,

CDM Smith

A handwritten signature in black ink that reads "Hugh W. Miller, Jr." The signature is written in a cursive, flowing style.

Hugh W. Miller, Jr., PhD, PE
Vice President





Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

October 20, 2014

23 OCT 14 PM 12:45

Glenn M. Pressimone, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: State Road 414 and Marden Road, Interchange Justification Report (September 2014)

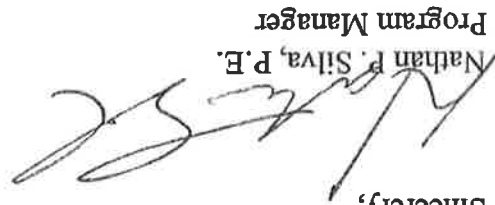
Dear Mr. Pressimone:

Atkins' staff has reviewed the referenced document prepared by GMB Engineers & Planners in association with Dewberry/Bowyer-Singleton as requested. Atkins had reviewed two previous submittals and provided comments. The review of the last submittal (dated May 2014) resulted in two minor comments.

Following a detailed review of the referenced document, it appears all comments have been adequately addressed. As stated previously, there does not appear to be any fatal flaws associated with the engineering characteristics of the proposed interchange ramps and, based on the analysis provide in the IJR, the projected operational impacts to SR 414 resulting from construction of the ramps will be minor.

Please contact me with any questions or if additional clarifications are necessary.

Sincerely,





Nathan P. Silva, P.E.
Program Manager

cc: Joseph A. Berenis, P.E., Deputy Executive Director

Letter from Atkins

MEMORANDUM

TO: Laura Kelley, Executive Director
Joseph Passiatore, General Counsel
Joseph A. Berenis, Chief of Infrastructure

FROM: Nathan Silva, P.E. Program Manager 
Deborah Keeter, Senior Right of Way Agent 

DATE: July 26, 2016

SUBJECT: Proposed SR 414 / Marden Road Interchange Right of Way

In October 2015 the Central Florida Expressway Authority (CFX), Emerson Point Assoc., LLLP and Emerson Point Phase II, LLC (collectively the Developer) entered into the Marden Road Interchange Agreement (Agreement), which provides for the construction of a half diamond interchange, to and from the east, on SR 414 at Marden Road.

The terms of the Agreement call for the Developer to prepare the final design plans for CFX review and approval and to donate the land necessary to construct the SR 414 westbound exit ramp to Marden Road. CFX is to contribute the land for the eastbound entrance ramp on the south side of SR 414. The attached letter addressed to Mr. Glenn Pressimone from Mr. Glenn Irby, Apopka City Administrator, "is intended to make a formal request for this right-of-way" necessary to construct a round-a-bout at the intersection of the SR 414 eastbound entrance ramp and Marden Road. A sketch and legal description of CFX property being requested by Apopka to accommodate the round-a-bout for the eastbound entrance ramp is also attached.

To date, a preliminary interchange concept reflecting round-a-bouts at the intersections of the interchange ramps and Marden Road have been received, however final design plans have not yet been submitted for review and approval, as required by the Agreement.

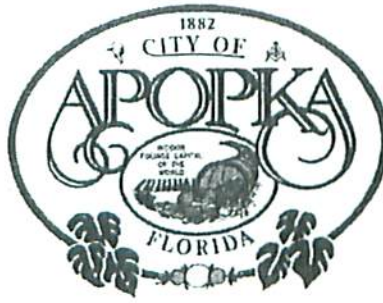
Atkins, serving as the General Engineering Consultant (GEC) to CFX cannot at this time recommend the conveyance of the requested property to Apopka for the following reasons:

- Until final design plans are reviewed and approved it cannot be determined that the legal description matches the design plans. A slight change in the ramp location could easily affect the exact location of the round-a-bout and the limited access rights.
- The terms of the Agreement provide that the Developer, in their sole discretion, can decide not to construct the interchange.
- If the requested property is conveyed to Apopka at this time and for some reason the eastbound interchange ramp is not constructed, the value of the remaining CFX property could be diminished and the opportunities for future use of the property could be adversely affected.

L. Kelley
J. Passiatore
J. Berenis
July 26, 2016
Page 2

We continue to maintain a constructive working relationship with the Developer and his design consultant and consequently anticipate that Atkins will ultimately be able to recommend the transfer of the subject property to the City, however, we do not have enough information to do so at this time.

Atkins recommends CFX enter into an agreement with the City of Apopka (similar to the Agreement with the Developer) to govern the terms of the transfer, specifically providing that the transfer of the round-a-bout right of way from CFX to the City coincide with the transfer of the north ramp property to CFX.



P.O. BOX 1229 · APOPKA, FLORIDA 32704-1229
PHONE (407) 703-1700

July 18, 2016

Mr. Glenn Pressimone
Director of Engineering
Central Florida Expressway Authority
4947 Orlando Tower Road
Orlando, FL 32807

Dear Mr. Pressimone:

As you are aware, MMI Development is preparing to construct a half interchange connecting SR 414 to Marden Road in Apopka. The City of Apopka has partnered with MMI Development to make this happen because we believe it will present a huge future economic opportunity for this area.

Recently, I was approached by Mike Wright, President for MMI Development about his desire to construct two round-a-bouts (traffic circles) where each ramp will connect to Marden Road. One of these connections, using a round-a-bout, will require dedication of right-of-way to the City of Apopka by the Expressway Authority.

This letter is intended to make a formal request for this right-of-way. It is my understanding such a request must first be considered by the CFX Right-of-Way Committee and it meets next on July 27, 2016. If this is correct, I respectfully request that you place my letter on the agenda for consideration. I have also included in this email a sketch and legal description of the right-of-way we are requesting.

Please let me know if you have questions or need additional information.

Sincerely,

Glenn A. Irby
City Administrator

C: Mike Wright
Angel de la Portilla

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 414 - PROJECT NO. 429-200
CITY OF APOPKA ROAD RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PARCEL 229A PART A

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH X-CUT MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88°57'32" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 30.00 FEET, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MARDEN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 543, PAGE 3 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°15'46" WEST, ALONG THE SAID EAST RIGHT-OF-WAY LINE OF MARDEN ROAD, FOR A DISTANCE OF 469.29 FEET, TO A POINT AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD WITH THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 414, AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT 429-200; THENCE RUN SOUTH 00°15'46" WEST, ALONG A LINE PARALLEL TO AND 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 383.15 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD WITH THE EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG THE EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414 AND ALONG SAID CURVE, HAVING A RADIUS OF 1,223.14 FEET, A CENTRAL ANGLE OF 0°28'07", AN ARC LENGTH OF 10.00 FEET, A CHORD LENGTH OF 10.00 FEET AND A CHORD BEARING OF SOUTH 88°11'33" EAST; THENCE RUN SOUTH 00°15'46" WEST, FOR A DISTANCE OF 48.70 FEET; THENCE RUN SOUTH 26°13'15" EAST, FOR A DISTANCE OF 39.75 FEET; THENCE RUN SOUTH 46°58'08" EAST, FOR A DISTANCE OF 43.41 FEET; THENCE RUN SOUTH 17°04'32" EAST, FOR A DISTANCE OF 101.91 FEET; THENCE RUN SOUTH 45°32'44" WEST, FOR A DISTANCE OF 112.53 FEET; THENCE RUN SOUTH 00°15'46" WEST, FOR A DISTANCE OF 172.17 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE RUN NORTH 89°22'09" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 10.00 FEET, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD; THENCE RUN NORTH 00°15'46" EAST, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD, FOR A DISTANCE OF 462.59 FEET, TO THE POINT OF BEGINNING.

CONTAINING 15,400.07 SQUARE FEET, MORE OR LESS.

LEGEND:

CB -	CHORD BEARING	OOCEA -	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CCR# -	CERTIFIED CORNER RECORD NUMBER	ORB -	OFFICIAL RECORDS BOOK
CFX -	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	PB -	PLAT BOOK
CH -	CHORD LENGTH	PG -	PAGE
CM -	CONCRETE MONUMENT	P.O.B. -	POINT OF BEGINNING
D -	CENTRAL ANGLE	P.O.C. -	POINT OF COMMENCEMENT
FND -	FOUND	R -	RADIUS
IP -	IRON PIPE	R/W -	RIGHT-OF-WAY
L -	ARC LENGTH	SR -	STATE ROAD
L.A. -	LIMITED ACCESS	XX-XX-XX -	SECTION XX - TOWNSHIP XX SOUTH - RANGE XX EAST
NO. -	NUMBER		

SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS GATHERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFIRMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472 AS APPLICABLE.

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper

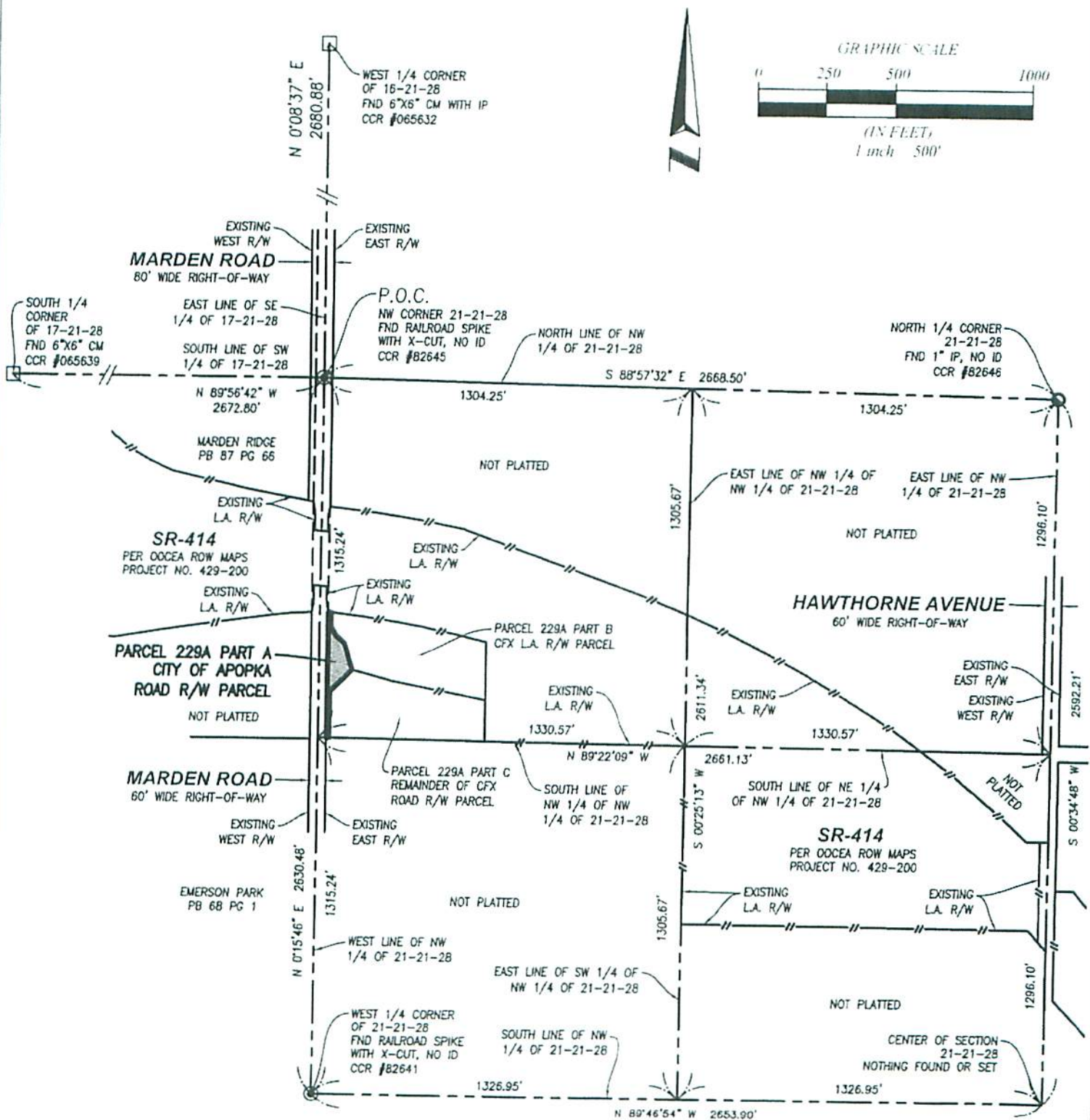
7/15/16
Date
Corey A. Hopkins, L.S. 6743

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, THAT BEARING BEING S 00°15'46" W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83/90.
3. NOT VALID WITHOUT ALL SHEETS.

No	Revisions	Date	 On the Mark Surveying, LLC LB 7931 143 Meadow Boulevard Sanford, Florida 32771 Ph: (321) 626-6376 Email: OTMSurveying@gmail.com	SKETCH OF DESCRIPTION	Field Date: N/A	Drawn by: CAH
					Scale: N/A	Checked by: CAH
					Sheet 1 of 5	Job Number: EMERSON

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 414 - PROJECT NO. 429-200
CITY OF APOPKA ROAD RIGHT OF WAY
ESTATE: FEE SIMPLE



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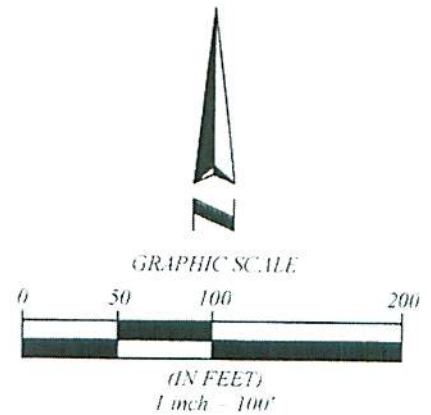
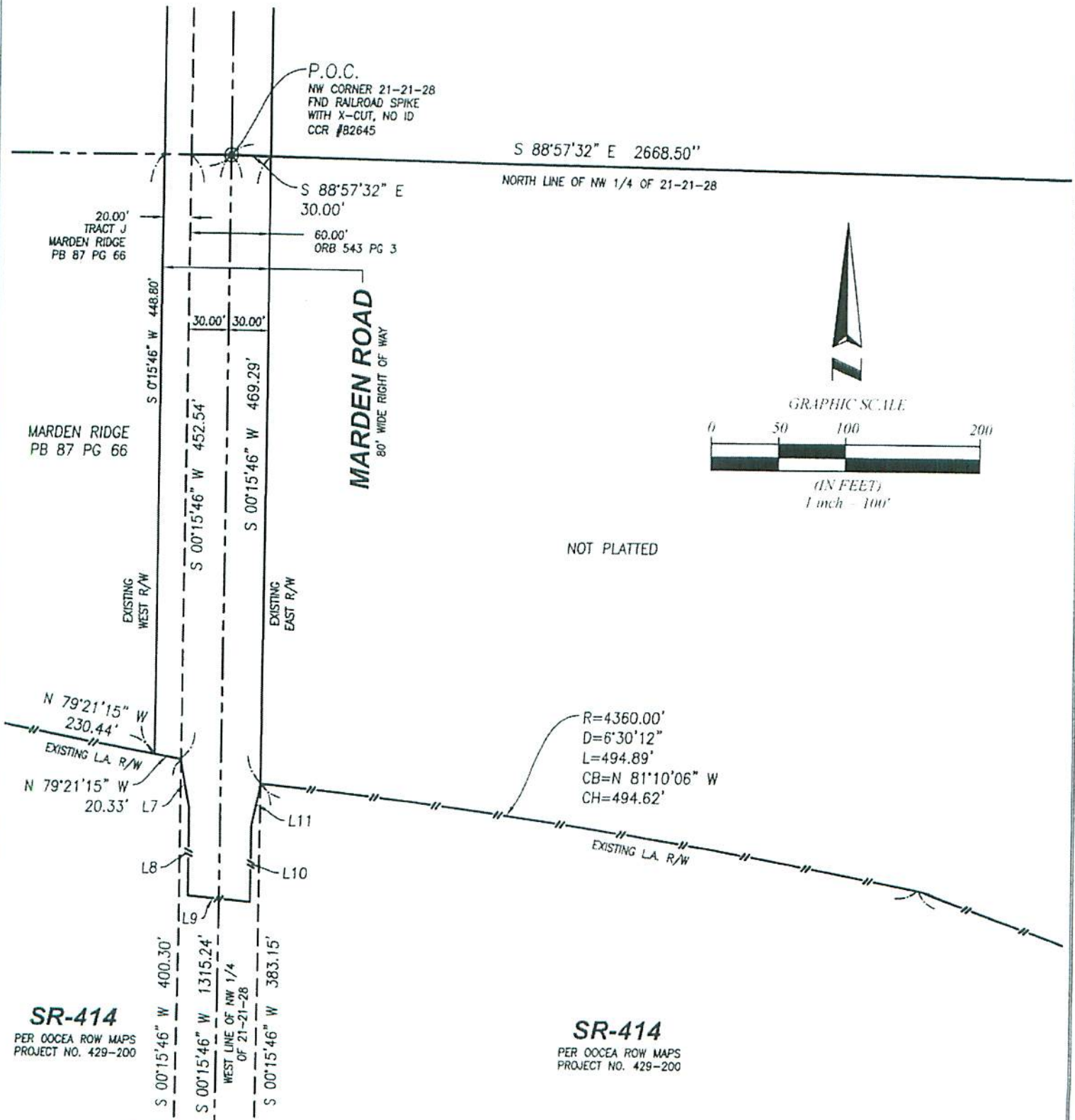


On the Mark Surveying, LLC
LB 7931
143 Meadow Boulevard
Sanford, Florida 32771
Ph. (321) 626-6376
Email: OTMSurveying@gmail.com

SKETCH OF
DESCRIPTION

Field Date: N/A	Drawn by: CAH
Scale: 1" = 500'	Checked by: CAH
Sheet 2 of 5	Job Number: EMERSON

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 414 - PROJECT NO. 429-200
CITY OF APOPKA ROAD RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 4

No.	Revisions	Date
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On the Mark Surveying, LLC
LB 7931
143 Meadow Boulevard
Sanford, Florida 32771
Ph: (321) 626-6376
Email: OTMSurveying@gmail.com

SKETCH OF
DESCRIPTION

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Sheet 3 of 5	Job Number EMERSON

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 414 - PROJECT NO. 429-200
CITY OF APOPKA ROAD RIGHT OF WAY
ESTATE: FEE SIMPLE

SEE SHEET 3

SR-414

PER OOCEA ROW MAPS
PROJECT NO. 429-200

SR-414

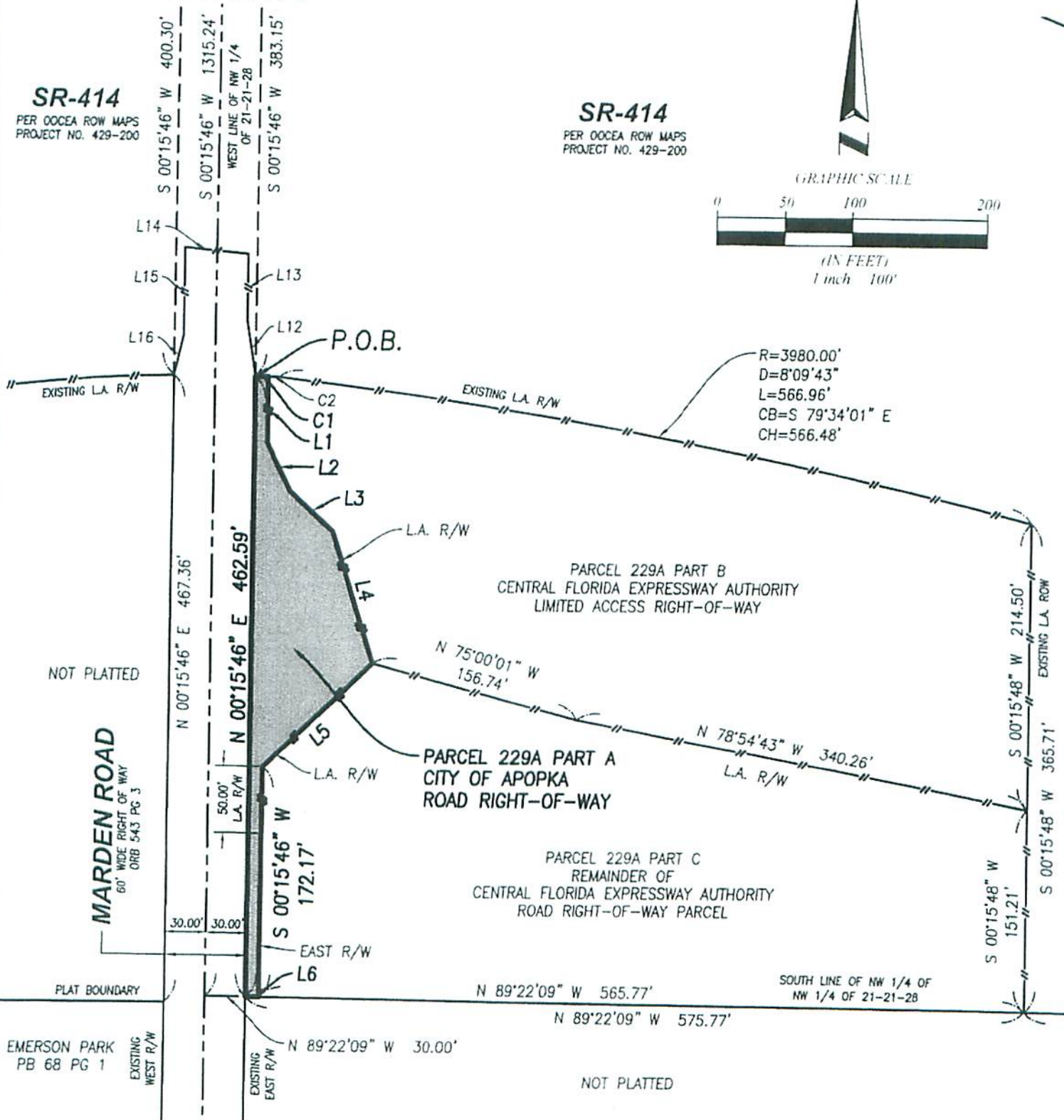
PER OOCEA ROW MAPS
PROJECT NO. 429-200



GRAPHIC SCALE



(IN FEET)
1 inch = 100'



No.	Revisions	Date	On The Mark Surveying, LLC	SKETCH OF DESCRIPTION	Field Date	Drawn by
1			LB 7931		N/A	CAH
2			143 Meadow Boulevard		Scale:	Checked by:
3			Sanford, Florida 32711		1" = 100'	CAH
4			Ph: (321) 626-6376		Job Number:	EMERSON
5			Email: OTMSurveying@gmail.com		Sheet 4 of 5	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 414 - PROJECT NO. 429-200
 CITY OF APOPKA ROAD RIGHT OF WAY
 ESTATE: FEE SIMPLE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°15'46" W	48.70
L2	S 26°13'15" E	39.75
L3	S 46°58'08" E	43.41
L4	S 17°04'32" E	101.91
L5	S 45°32'44" W	112.53
L6	N 89°22'09" W	10.00
L7	S 09°55'20" E	36.99
L8	S 00°15'48" W	66.10
L9	S 84°42'11" E	47.10
L10	N 00°15'48" E	58.38
L11	N 12°06'04" E	31.89
L12	N 08°34'08" W	42.61
L13	N 00°15'48" E	50.41
L14	N 84°35'48" W	47.11
L15	S 00°15'48" W	66.56
L16	S 12°27'27" W	30.97

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	1223.14	0°28'07"	10.00	S 88°11'33" E	10.00
C2	1223.14	0°23'00"	8.18	S 87°46'00" E	8.18

No.	Revisions	Date	 On The Mark Surveying, LLC 143 Meadow Boulevard Sanford, Florida 32771 Ph: (321) 626-6376 Email: OTHMSurveying@gmail.com	SKETCH OF DESCRIPTION	Field Date: N/A	Drawn by: CAH
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5					Sheet 5 of 5	Job Number EMERSON

Maps of Agenda Items

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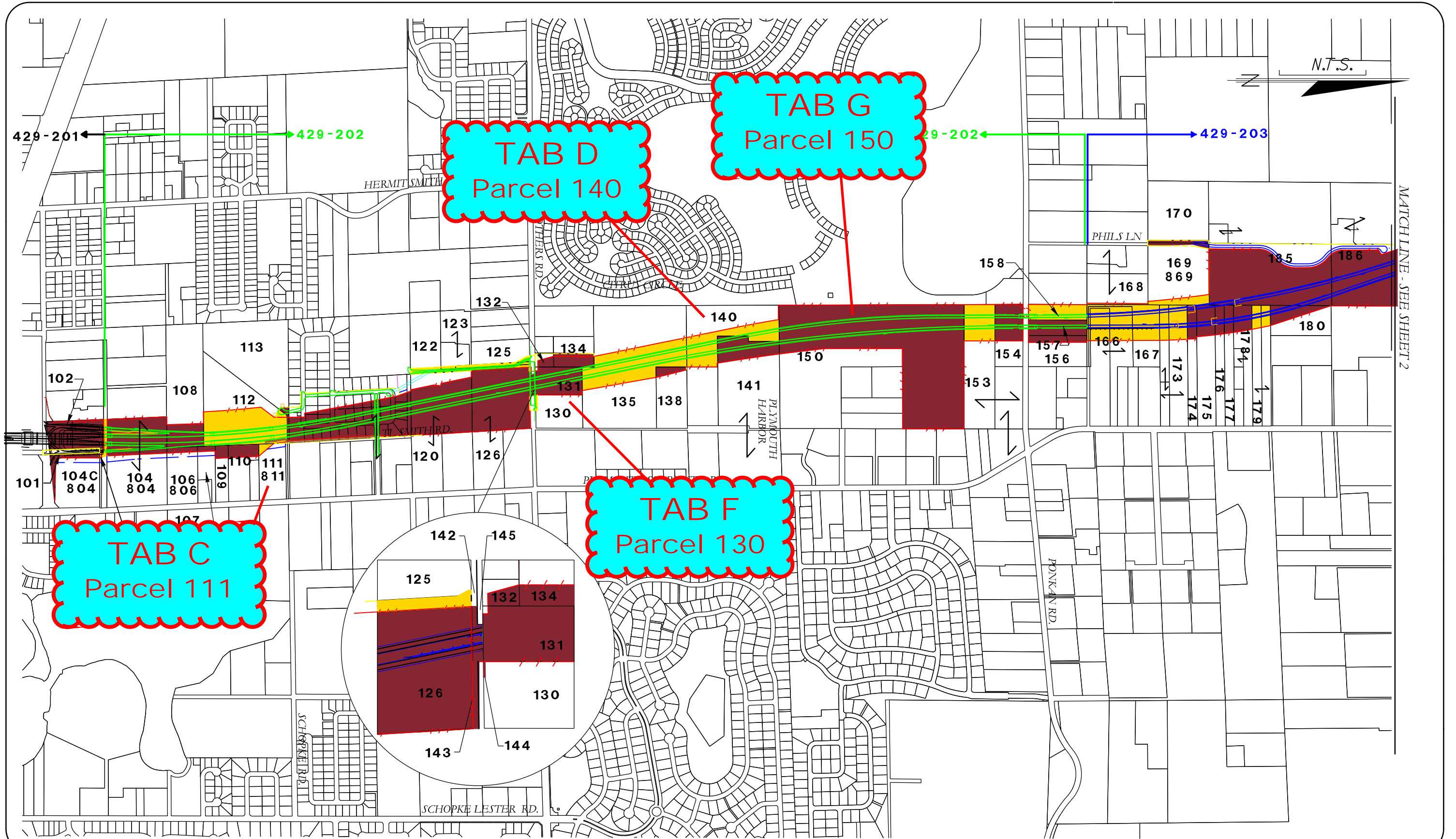
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FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY

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

RIGHT-OF-WAY EXHIBIT
July 27, 2016
SUBJECT TO CHANGE

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OF
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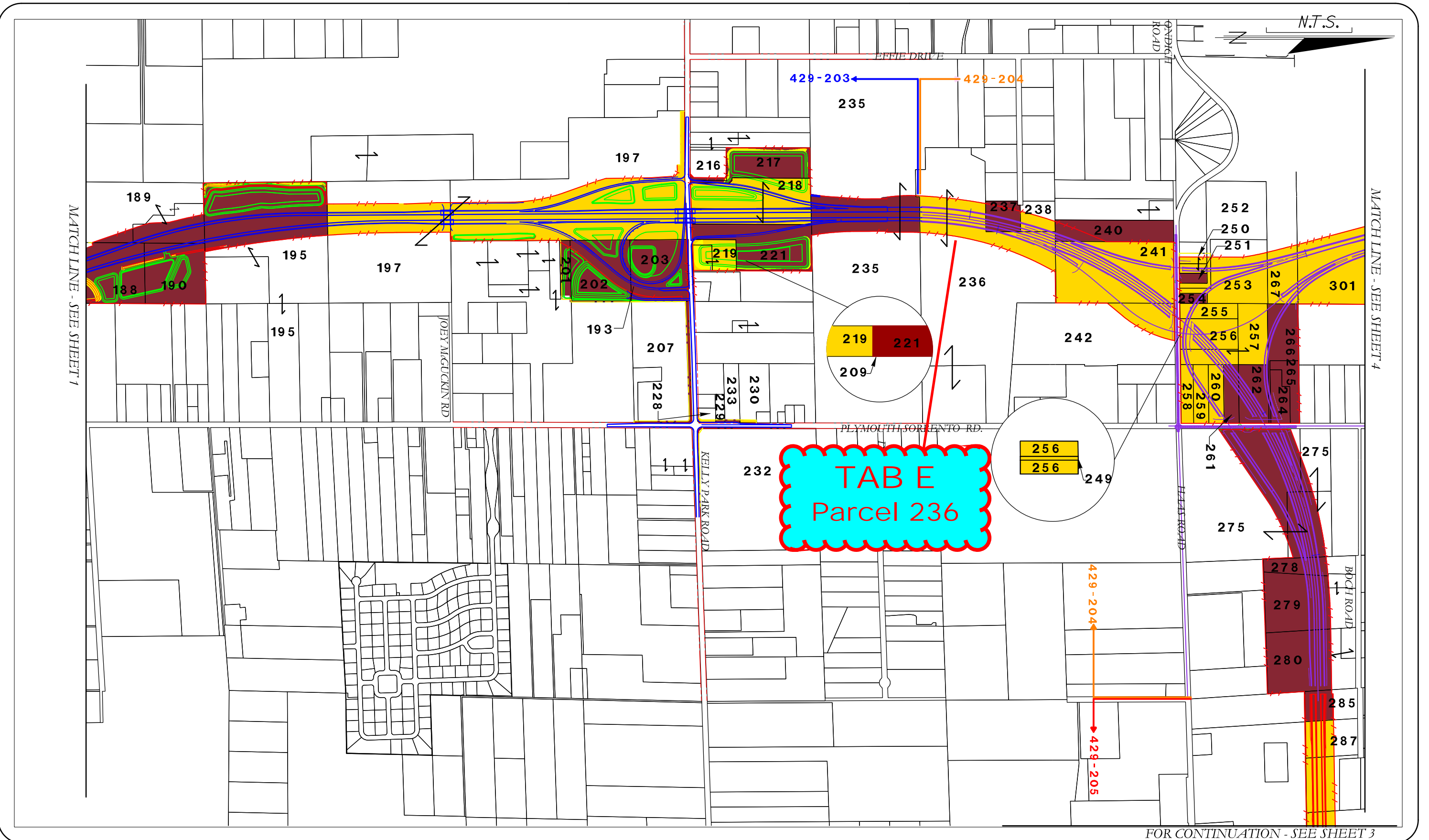
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RIGHT-OF-WAY EXHIBIT
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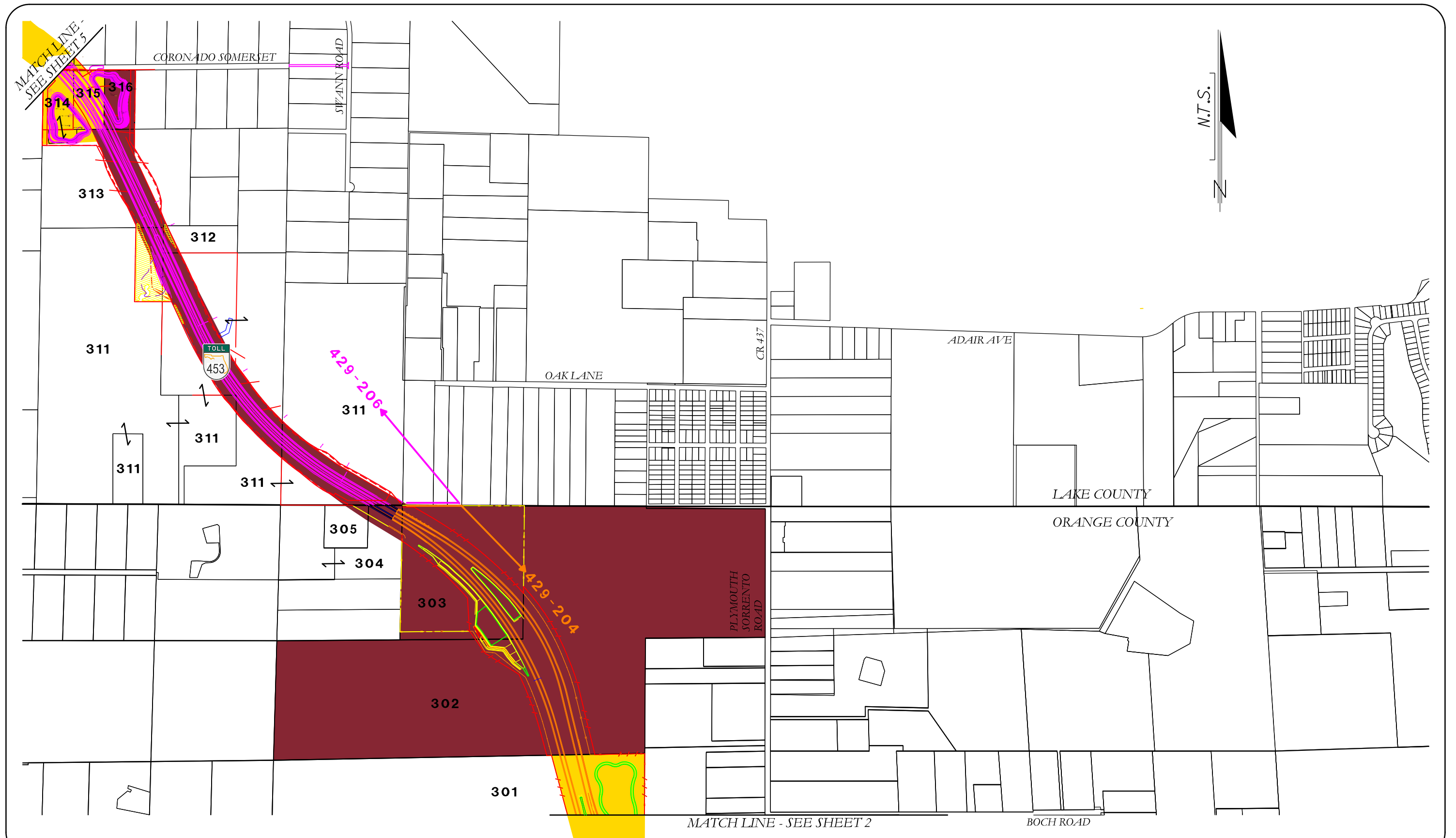
CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

WEKIVA PARKWAY




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

RIGHT-OF-WAY EXHIBIT
July 27, 2016
SUBJECT TO CHANGE

3
OF
5



WEKIVA PARKWAY

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

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CFX Project Section Map

