

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. HAO

DATE: June 27, 2017

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcels 112 (Parts A & B)/712
Request for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement with Cynthia J. Henderson and Robert S. Henderson ("the Hendersons" or "Landowners") for Parcels 112 and 712. The Court entered an Order of Taking on February 12, 2014.

DESCRIPTION and BACKGROUND:

The subject property is a triangular flag lot located on Plymouth Sorrento Road, in unincorporated Orange County, Florida. The parent tract contains 14.076 acres of land area. CFX is acquiring approximately 7.5 acres, leaving a 6.4 acre remainder. The property is improved with a single family residence which is not located within the taking area, but which will be approximately 87 feet from the limited access right of way line after the taking.

CFX retained the services of Mr. David Hall, ASA with Bullard, Hall & Adams Inc., to appraise the property. The subject property is improved with a three bedroom, three bathroom, 1,703 square foot single family residence with an in-ground pool, a 366 square foot barn, 660 square foot pole barn, carport, fencing, and other associated residential improvements. The subject property is zoned A-1 Citrus Rural District (agricultural) by Orange County. Mr. Hall concluded that the highest and best use, as improved, was for single family residential use.

The comparable land sales considered by Mr. Hall reflected a range in value from \$18,029.00 to \$30,021.00 per acre. Mr. Hall concluded to a fee simple market value estimate of **\$27,000.00 per acre**. He found the contributory value of the building improvements to be \$166,900.00. This resulted in an estimated total market value of \$547,000.00 for the parent tract. Mr. Hall estimated the value of the land taken to be worth \$206,500.00, and the improvements within the taking area to be worth \$12,300.00, for a **total taking value of \$218,800.**

Mr. Hall next considered the degree to which the remainder property would be affected by the taking. The rear of the residence on the subject property is 87 feet from the new limited access line. The view from the residence will be a large retention pond and elevated roadway. A bridge will be constructed over the pond adjacent to the property. Access to the property will change from a flag driveway off Plymouth Sorrento Road, to its current access over the Belgian Street bridge, then taking Kiowa Avenue to Klamath Loop (on the property previously known as the Stanton Ridge subdivision). The subject taking does not directly impact any of the building improvements, however, due to functional obsolescence, Mr. Hall opined that there was a fifty percent (50%) reduction in value to the remainder land and improvements, for a **total severance damage claim of \$175,400**. These valuation conclusions are summarized as follows:

Value of Part Taken	\$ 218,800
Damages, Incurable	\$ 175,400
Cost to Cure	\$ 1,000
Value for Parcel 712	\$ 300
Total Compensation Parcels 112 and 712	\$ 395,500

The Landowners retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined that the highest and best use of the subject property was for a residential subdivision. He considered ten (10) comparable sales, seven (7) of which were approved for residential subdivisions. These sales range in value from \$72,000 - \$157,000 per acre. Mr. Dreggors further noted that in 2006, Tollefson Home Builders offered the Landowners \$60,000 per acre for their property, plus a new home valued at \$300,000.00 in its proposed subdivision. Mr. Dreggors concludes on a "before" value of **\$70,000 per acre**. Mr. Dreggors further notes that if the property had developable access (i.e. 50 foot-wide access), the property would be worth \$100,000 per acre. Mr. Dreggors concludes that the total value of the parent tract was \$1,157,500, and that the **value for the property taken was \$547,800**.

In addition, Mr. Dreggors determined that the remainder property was no longer suitable for a residential subdivision due to its reduced size and proximity to the expressway. He therefore determined that, in the "after condition" the property was worth \$30,000.00 per acre (based on a rural residential highest and best use), minus another 50% for severance damages due to proximity to the expressway. He further determined that the improvements (i.e. the residence) suffered 60% severance damages. This resulted in a **total severance damage claim of \$396,700**.

In addition, the Landowners submitted a **special damage claim in the amount of \$82,956.00** for miscellaneous expenses and claims not covered in the appraisal report, including loss of use of the remainder property as a result of access issues. The Landowners also submitted a separate "cost to cure" claim related to construction of a replacement driveway. The Landowners claimed that the slope of the driveway constructed by CFX was too steep and did not comport with the construction plans or the City of Apopka's driveway standards, and therefore had to be replaced. This **"cost to cure" claim totaled \$48,773.00**. The Landowners' valuation claims are summarized below:

Value of Part Taken	\$ 547,800
Damages, Incurable	\$ 396,700
Cost to Cure	\$ 1,000

<u>Value for Parcel 712</u>	\$ 500
Total Appraised Value of Parcels 112 and 712	\$ 946,000
Special Damage Claim	\$ 82,956
<u>Driveway Cost to Cure</u>	<u>\$ 48,773</u>
Total Compensation Claim	\$1,077,729

SETTLEMENT PROPOSAL:

Mediation was conducted on January 6, 2015 and June 27, 2016 without a successful resolution. This case was scheduled to go to trial during the June 5, 2017 trial docket, but has been continued pending this Committee's consideration of the proposed settlement.

Negotiations between the parties resulted in the attached settlement agreement whereby the Landowners agreed to accept \$750,000.00 to resolve all compensation claims for the property (including special damage claims), and \$104,825.00 for attorneys' fees (based on statutory benefit). This settlement proposal does not resolve expert fees or fees for supplemental proceedings. The parties executed a Settlement Agreement (attached to this memo), the terms of which are summarized below:

Compensation to Landowners	\$750,000.00
<u>Attorney's fees, statutory (Tom Callan)</u>	<u>104,825.00</u>
Total Settlement	\$854,825.00

CFX previously deposited \$385,700.00 into the court registry as its good faith estimate of value. A settlement in the amount of \$854,825.00 would require CFX to deposit an additional sum of \$469,125.00.

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 unnecessary expenses for CFX in this case.

RECOMMENDATION:

The undersigned counsel respectfully requests this Board's approval of the settlement proposal in the amount of **\$854,825.00**, to fully resolve the Landowners' interest in this case and attorney's fees.

ATTACHMENTS:

Sketch of Subject Property
Settlement Agreement

REVIEWED BY: _____



IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency of the state
under the laws of the State of Florida,

Petitioner,

CASE NO: 2013-CA-014398-O
Subdivision 39
Parcels 112 (Parts A & B)
and 712

v.

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions of
a certain Trust Agreement, dated October 25, 2006,
and known as the Cynthia J. Henderson Revocable Trust;
BRUCE A. HATCHER; JEANNIE R. HATCHER;
WELLS FARGO BANK, N.A., successor by merger to
Wells Fargo Bank Minnesota, N.A. f/k/a Norwest Bank
Minnesota, N.A., as Trustee for the Registered Holders of
Renaissance Home Equity Loan Asset-Backed
Certificates, Series 2003-3; TODD GROSSENBACHER;
JOHNNY SANCHEZ; and SCOTT RANDOLPH,
Orange County Tax Collector,

Respondent(s).

SETTLEMENT AGREEMENT

Respondents, CYNTHIA J. HENDERSON and ROBERT S. HENDERSON, individually
and as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and
known as the Cynthia J. Henderson Revocable Trust Cynthia ("Respondents"), and representatives
of the Central Florida Expressway Authority ("Petitioner") reached the following Settlement
Agreement:

1. Petitioner will pay to Respondents, by deposit into the registry of the Court, the sum
of Eight Hundred Fifty Four Thousand, Eight Hundred Twenty-Five Dollars exactly (\$854,825.00)
(hereinafter, the "Settlement Sum"), in full settlement of all claims for compensation from
Petitioner whatsoever for the taking of Parcel 112 (Parts A & B) and 712; including, but not limited
to, any and all claims related to the real estate and severance damages, business damages, tort
claims, special damage claims, statutory interest, and attorney's fees, including all fees related to
monetary benefits and non-monetary benefits, but excluding supplemental attorneys' fees, if any,
related to apportionment claims or expert fee claims, if allowable by law, and expert fees and costs.
The Settlement Sum may be subject to claims of apportionment by any party in this case having a

property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of Three Hundred Eighty-Five Thousand Seven Hundred And No Dollars (\$385,700.00) (hereinafter, the "Previous Deposit"), which shall be a credit against the Settlement Sum. Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondents, by deposit into the Registry of the Court, the sum of Four Hundred Sixty-Nine Thousand One Hundred Twenty-Five Dollars (\$469,125.00), representing the difference between the Settlement Sum and Petitioner's Previous Deposit in this case.

2. The Settlement Sum of Eight Hundred Fifty Four Thousand, Eight Hundred Twenty-Five Dollars exactly (\$854,825.00) includes **ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$104,825.00)** for Respondents' attorneys' fees.

3. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

4. Counsel for Petitioner and Respondents agree to and will jointly submit to the Court the form of Stipulated Final Judgment attached hereto as Exhibit "A", together with the incorporated joint motion for entry of same, within thirty (30) days from the date of approval of this Settlement Agreement by the CFX Board.

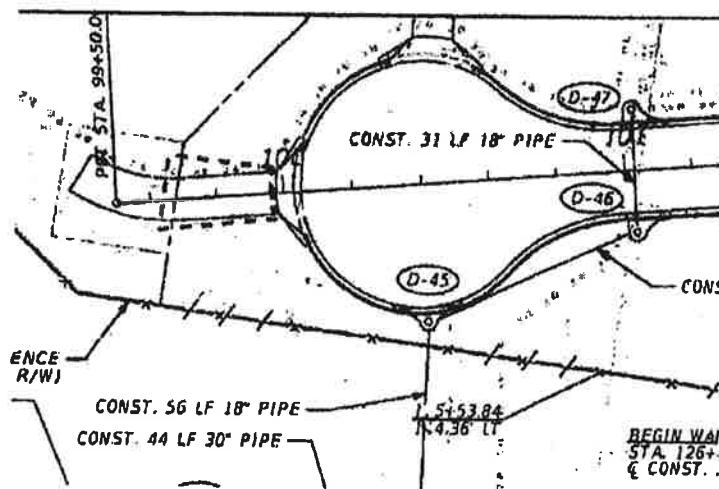
5. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the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

6. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

7. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Settlement Agreement.

8. Settlement is based on the construction plans placed into evidence in this case, from which, sheets 41, 55-58, 401, 402 and 416-420 Exhibit "B", describe and locate the public street(s) and utilities to the Henderson remainder (property described in OR BK 08943 Page 2342, less the takings of Parcels 112A and B); and on the construction of improvements as built, which the parties acknowledge is in substantial conformity with the plans, and the settlement consideration to be paid herein resolves any claims of Respondents as to these matters.

9. CFX understands that Respondents may wish to make certain changes to the slope of the driveway outside the cul-de-sac and driveway apron within the area of Parcel 112 Part B as shown in the sketch below (within the area delineated by the dashed lines). All construction in the CFX right of way by any public or private user requires applying for and obtaining a CFX Right of Entry Permit. Respondents may do so but first are required to obtain a Right of Entry Permit from CFX through CFX's normal Right of Entry Permit Application process. CFX agrees that it will not arbitrarily or unreasonably withhold consent to or condition Respondents' Application for Right of Entry Permit for these purposes provided that the Application presents the required information. Once Parcel 112 Part B is conveyed or dedicated to the City of Apopka, then the provisions of this paragraph shall no longer apply.



[Signature page follows]

Linda A. B. Lanosa

Linda Brehmer Lanosa, Esq. for
Central Florida Expressway Authority

Date: 5-26-2017

Cynthia J. Henderson

Cynthia J. Henderson, individually and as
Trustee

Date: 5-26-17

Robert S. Henderson

Robert S. Henderson, individually and as
Trustee

Date: 5/26/17

James Edward Cheek, III

James Edward Cheek, III, Esq.
Counsel for Central Florida Expressway

Date: 26 May 2017

Thomas P. Callan

Thomas P. Callan, Esq.
Counsel for Respondents

Date: 5/26/17

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency of the state
under the laws of the State of Florida,

Petitioner,

CASE NO: 2013-CA-014398-O
Subdivision 39
Parcels 112 (Parts A & B)
and 712

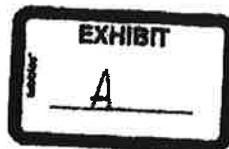
v.

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions of
a certain Trust Agreement, dated October 25, 2006,
and known as the Cynthia J. Henderson Revocable Trust;
BRUCE A. HATCHER; JEANNIE R. HATCHER;
WELLS FARGO BANK, N.A., successor by merger to
Wells Fargo Bank Minnesota, N.A. f/k/a Norwest Bank
Minnesota, N.A., as Trustee for the Registered Holders of
Renaissance Home Equity Loan Asset-Backed
Certificates, Series 2003-3; TODD GROSSENBACHER;
JOHNNY SANCHEZ; and SCOTT RANDOLPH,
Orange County Tax Collector,

Respondent(s).

STIPULATED FINAL JUDGMENT AS TO PARCELS 112 AND 712

THIS CAUSE having come on for consideration upon the Joint Motion for entry of a
Stipulated Final Judgment by the Petitioner, CENTRAL FLORIDA EXPRESSWAY
AUTHORITY ("Petitioner"), and the Respondents, CYNTHIA J. HENDERSON and ROBERT
S. HENDERSON, as Trustees under the provisions of a certain Trust Agreement, dated October
25, 2006, and known as the Cynthia J. Henderson Revocable Trust, (referred to as "Respondents")
as the fee owners of Parcels 112 (Parts A & B) and 712, and it appearing to the Court that the
parties were authorized to enter into such motion, the Court finding that the compensation to be



paid by the Petitioner is full, just and reasonable for all parties concerned and the Court being otherwise fully advised in the premises, finds that:

- A. The taking is necessary for a public purpose.
- B. This Court found that the good faith estimate of value was Three Hundred Eighty-Five Thousand, Seven Hundred Dollars (\$385,700.00) for Parcels 112 (Parts A & B) and 712.
- C. Petitioner previously deposited the sum of Three Hundred Eighty-Five Thousand, Seven Hundred Dollars (\$385,700.00) in the Registry of the Court and Petitioner shall receive a credit in that amount regarding the sum due.
- D. The compensation to be paid by Petitioner is full, just and reasonable for all parties concerned.
- E. That settlement is based on the construction plans placed into evidence in this case, from which, sheets 41, 55-58, 401, 402 and 416-420 Exhibit "B", describe and locate the public street(s) and utilities to the Henderson remainder (property described in OR BK 08943 Page 2342, less the takings of Parcels 112 A and B); and on the construction of improvements as built, which the parties acknowledge is in substantial conformity with the plans, and the settlement consideration to be paid herein resolves any claims of Respondents as to these matters.
- F. Respondents agrees to resolve full compensation for the taking of Parcels 112 (Parts A & B) and 712.
- G. The parties have waived the right to trial by jury and consent to the immediate entry of this Stipulated Final Judgment. Accordingly, it is

ORDERED AND ADJUDGED as follows:

- 1. That full and complete compensation for the taking of Parcels 112 (Parts A & B)

and 712, including damages resulting to the remainder and for any other damages of any kind and nature, including business damages (if any), tort claims, special damage claims, interest, and attorneys' fees pursuant to Section 73.092(1), *Florida Statutes*, including all fees related to monetary benefits and non-monetary benefits, is the sum of **Eight Hundred Fifty-Four Thousand, Eight Hundred Twenty-Five Dollars (\$854,825.00)**, but excluding supplemental attorneys' fees, if any, related to apportionment claims or expert fee claims, if allowable by law and costs, and expert fees and costs. The sum paid to Respondents is subject to claims of apportionment, if any.

2. That title to the property designated as Parcels 112 (Parts A & B) and 712 and more particularly described below:

See Exhibit "A" attached hereto

vested in the Petitioner, Central Florida Expressway Authority, pursuant to the Order of Taking and deposit of money made on or about February 19, 2014. The vesting of title is hereby approved, confirmed and ratified. Petitioner is entitled to a credit for the amount of the deposit, Three Hundred Eighty-Five Thousand, Seven Hundred Dollars (\$385,700.00).

3. That there shall be no further claim by Respondents and all parties claiming by, through, under or against said Respondents, in this action for any further monies from the Petitioner.

4. That Petitioner shall pay the sum of **FOUR HUNDRED SIXTY-NINE THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS (\$469,125.00)**, into the registry of the Court within thirty (30) days of the entry of this Final Judgment, which sum represents the difference between full compensation and the amount previously deposited.

5. That Respondent shall be fully responsible for any and all apportionment claims as may be asserted by other parties with respect to the compensation proceeds as described in Paragraph 3 of this Stipulated Final Judgment.

6. Respondent's attorney shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, *Florida Statutes*.

DONE AND ORDERED in Chambers at Orlando, Orange County, Florida, this _____ day of May, 2017.

CHRISTI UNDERWOOD
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this _____ day of _____, 2017, by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorneys/ interested parties identified on the e-Portal Electronic Service List, via transmission of Notices of Electronic Filing generated by the e-Portal System.

Judicial Assistant

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency of the state
under the laws of the State of Florida,

Petitioner,

CASE NO: 2013-CA-014398-O
Subdivision 39
Parcels 112 (Parts A & B)
and 712

v.

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions of
a certain Trust Agreement, dated October 25, 2006,
and known as the Cynthia J. Henderson Revocable Trust;
BRUCE A. HATCHER; JEANNIE R. HATCHER;
WELLS FARGO BANK, N.A., successor by merger to
Wells Fargo Bank Minnesota, N.A. f/k/a Norwest Bank
Minnesota, N.A., as Trustee for the Registered Holders of
Renaissance Home Equity Loan Asset-Backed
Certificates, Series 2003-3; TODD GROSSENBACHER;
JOHNNY SANCHEZ; and SCOTT RANDOLPH,
Orange County Tax Collector,

Respondent(s).

JOINT MOTION FOR STIPULATED FINAL JUDGMENT
AS TO PARCELS 112 and 712

Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, and Respondents,
CYNTHIA J. HENDERSON and ROBERT S. HENDERSON, as Trustees under the provisions of
a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson

Revocable Trust, respectfully move for entry of the foregoing Stipulated Final Judgment as to
Parcels 112 and 712. The undersigned are authorized to enter into this Motion.

Dated this _____ day of May, 2017.

**WINDERWEEDLE, HAINES, WARD
& WOODMAN, P.A.**
Post Office Box 880
Winter Park, Florida 32790-0880
Phone: (407) 423-4246
Facsimile: (407) 645-3728
Attorneys for CFX

CALLAN LAW FIRM, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
Phone: (407) 426-9141
Attorneys for Respondent

JAMES EDWARD CHEEK, III
FBN: 0776866
Primary: jcheek@whww.com
Secondary: jredding@whww.com
Additional: jfinch@whww.com
RICHARD B. WEINMAN, ESQ.
FBN: 0231370
Primary: rweinman@whww.com
Secondary: spollard@whww.com

THOMAS P. CALLAN, ESQ.
FBN: 729050

tcallan@callanlaw.com
Adm@callanlaw.com
PLR@callanlaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, pursuant to Florida Rule of Judicial Administration 2.516, the
foregoing was filed with the Clerk of the Court this _____ day of _____, 2017, by using
the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served
on this day to all attorneys/ interested parties identified on the e-Portal Electronic Service List, via
transmission of Notices of Electronic Filing generated by the e-Portal System.

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

PARCEL NO. 112
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL NO. 112 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"x6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°14'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 904.05 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 400 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°29'17" WEST ALONG SAID NORTH LINE, A DISTANCE OF 373.70 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 03°05'03" WEST, RUN 622.17 FEET ALONG THE ARC OF SAID CURVE, CONCAVE TO THE WEST, HAVING A DELTA ANGLE OF 03°11'30", A RADIUS LENGTH OF 11,169.16 FEET, A CHORD BEARING OF NORTH 04°40'48" WEST AND A CHORD LENGTH OF 622.09 FEET TO A POINT; THENCE FROM A TANGENT BEARING OF NORTH 06°16'32" WEST, RUN NORTH 37°22'01" EAST, A DISTANCE OF 182.75 FEET TO A POINT; THENCE NORTH 00°27'45" WEST, A DISTANCE OF 138.80 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°27'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 279.34 FEET TO THE POINT OF BEGINNING.

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.

CONTAINING 7.500 ACRES, MORE OR LESS

PARCEL NO. 112 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"x6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°27'24" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 279.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°27'45" EAST, A DISTANCE OF 114.23 FEET TO A POINT; THENCE SOUTH 89°31'59" WEST, A DISTANCE OF 46.60 FEET TO A POINT; THENCE NORTH 52°36'26" WEST, A DISTANCE OF 49.54 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 37°23'29" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 106.13 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°27'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 20.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.465 SQUARE FEET, MORE OR LESS

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

SHEET 1 OF 4

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. 112



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2706 WESTHALL LANE
SUITE 137
MAYTLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

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

PARCEL NO. 712
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
ESTATE: TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION

PARCEL NO. 712

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°27'24" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 279.34 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°27'45" EAST, A DISTANCE OF 114.23 FEET TO A POINT; THENCE SOUTH 89°31'59" WEST, A DISTANCE OF 14.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°28'01" EAST, A DISTANCE OF 34.00 FEET TO A POINT; THENCE SOUTH 89°31'59" WEST, A DISTANCE OF 32.07 FEET TO A POINT; THENCE NORTH 00°28'01" WEST, A DISTANCE OF 34.00 FEET TO A POINT; THENCE NORTH 89°31'59" EAST, A DISTANCE OF 32.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,090 SQUARE FEET, MORE OR LESS.

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

SHEET 2 OF 4

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. 712



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

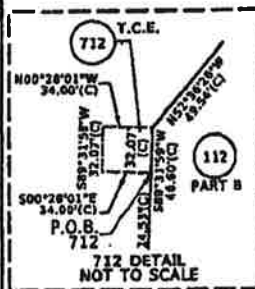
SUITE 137

MAITLAND, FLORIDA 32751

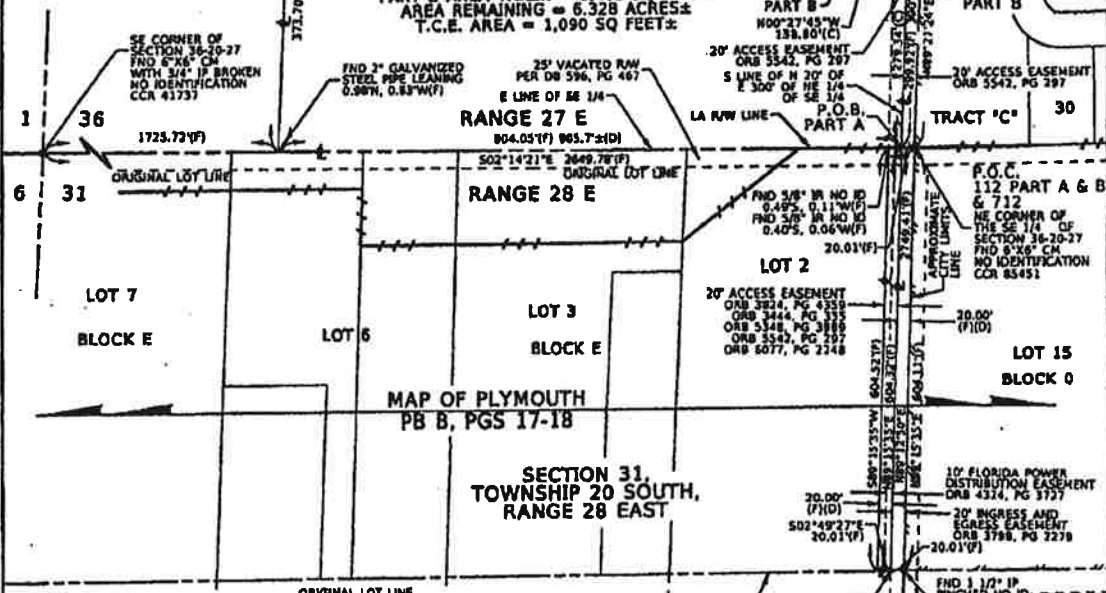
VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6356

SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST



NOT PLATTED



PLYMOUTH SORRENTO ROAD
(R/W WIDTH VARIES) EXISTING R/W

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO.'S 112 & 712**



SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8123
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



LEGEND AND ABBREVIATIONS

A	= DELTA (CENTRAL ANGLE)	LA	= LIMITED ACCESS
(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	NO.	= NUMBER
(F)	= FIELD	ORR	= OFFICIAL RECORDS BOOK
(P)	= PLAT	L	= PROPERTY LINE
CB	= CHORD BEARING	PG	= PLAT BOOK
CCR	= CERTIFIED CORNER RECORD	PGS	= PAGE
CD	= CHORD DISTANCE	P.O.B.	= POINT OF BEGINNING
CM	= CONCRETE MONUMENT	P.O.C.	= POINT OF COMMENCEMENT
DB	= DEED BOOK	R	= RADIUS
FND	= FOUND	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	SO	= SQUARE
IR	= IRON ROD	STA	= STATION
JRC	= IRON ROD AND CAP	TB	= TANGENT BEARING
L	= LENGTH	T.C.E.	= TEMPORARY CONSTRUCTION EASEMENT

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 SOUTH 02°14'21" EAST.
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 JULY 17, 2012, FILE NO. 2037-2774472, 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 SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

REVISED PER COMMENTS	PM	07/08/2013	
REVISED PER COMMENTS	PM	06/24/2013	
REVISED PER COMMENTS	PM	04/03/2013	
REVISION	BY	DATE	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY			 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 127 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8233 LAND SURVEYOR BUSINESS LICENSE NO. 6356
DATE: FEBRUARY 14, 2013			
PROJECT NO.: H20-01			
DRAWN: PMM CHECKED: JMS			
STATE ROAD 429 OOCEA PROJECT NO. 429-202 PARCEL NO.'S 112 & 712			

Temporary Construction Easement Terms

A temporary non-exclusive easement on, over and through the Property, described as Parcel 712, for the purpose of access and construction of the Highway Facilities, including the right to perform all work, and, without limitation, the right to enter upon the Property for the purposes of sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration during the Authority's construction of the Highway Facilities, as the Authority deems necessary or prudent. The temporary construction easement shall expire upon the completion of the construction of the Project or three (3) years from the date of execution or possession of the temporary construction easement, whichever is sooner.