

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY COMMITTEE

October 24, 2018

2:00 p.m.

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

1. **CALL TO ORDER**
  
2. **PUBLIC COMMENT**  
Pursuant to Section 286.0114, Florida Statutes, 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**  
Requesting approval of the July 25, 2018 minutes.  
**Action Item.**
  
4. **S.R. 417, PROJECT 455, PARTIAL 45-502 (PARTIAL)**  
**OWNER: ORANGE COUNTY, FLORIDA**  
**OWNER OF LIMITED ACCESS LINE: CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
–Linda S. Brehmer Lanosa, CFX  
Requesting the Committee's recommendation for Board approval of a Limited Access Line Relocation Agreement and Resolution Authorizing the Establishment and Partial Release of Limited Access Lines and Sale.  
**Action Item.**
  
5. **S.R. 429 WEKIVA PARKWAY PROJECT 429-202, STANTON RIDGE REPLAT**  
**OWNER: CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
–Linda S. Brehmer Lanosa, CFX  
Requesting the Committee's recommendation for Board approval of the Stanton Ridge Developer's Agreement between the City of Apopka and CFX and the Stanton Ridge Replat.  
**Action Item.**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY COMMITTEE

October 24, 2018

2:00 p.m.

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

6. **S.R. 528, MULTI-MODAL CORRIDOR PROJECT 528-1240, PARCEL 109**  
**OWNER: CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**EASEMENT OWNERS: LOCKHEED MARTIN CORP. AND FARMLAND RESERVE, INC.**  
–Deborah D. Keeter, *Dewberry Engineers, Inc.*  
Requesting the Committee's recommendation for Board approval of an Amendment to Reciprocal Access and Utility Easement Agreement to realign Farmland Reserve's easement with the existing City easement.  
**Action Item.**
  
7. **OTHER BUSINESS**
  
8. **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 ext. 5316 or by email at [Iranetta.dennis@CFXway.com](mailto:Iranetta.dennis@CFXway.com) at least three business days prior to the event.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
Right of Way Committee Meeting  
July 25, 2018

Location: CFX Headquarters Boardroom  
4974 ORL Tower Road  
Orlando, Florida 32807

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**Committee Members Present:**

Laurie Botts, City of Orlando Representative, Committee Chairman  
Bob Babcock, Orange County Alternative Representative  
Frank Raymond, Osceola County Representative  
Brian Sheahan, Lake County Representative  
John Denninghoff, Brevard County Representative  
Neil Newton, Seminole County Alternative Representative  
Christopher Murvin, Citizen Representative

**CFX Staff Present at Dais:**

Joseph L. Passiatore, General Counsel  
Laura Kelley, Executive Director  
Linda S. Brehmer Lanosa, Deputy General Counsel  
Mala Iley, Recording Secretary

**Item 1: CALL TO ORDER**

The meeting was called to order at 2:07 p.m. by Chairman Botts.

**Item 2: PUBLIC COMMENT**

Andres Salcedo and Lindy Wolfe, from Orange County, Dan Floberg from Core Spaces, and Bill Hockensmith from Florida Engineering Group submitted public comment cards on items 6 and 7.

Public comments were delayed and addressed during items 6 and 7.

**Item 3: APPROVAL OF MINUTES**

A motion was made by Mr. Babcock and seconded by Mr. Raymond to approve the April 4, 2018 Right of Way Committee meeting minutes as presented.

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**Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.**

*Committee member Mr. Newton entered at 2:26 p.m.*

**Item 4: S.R. 453 WEKIVA PARKWAY PROJECT 429-206, PARCEL 335  
OWNERS: ROGER D. AND ALESIA A. REHFELDT**

Mr. David Shontz, Esquire, of Shutts & Bowen is requesting the Committee's recommendation for Board approval of the proposed total settlement of \$349,180.65 in settlement of all claims for compensation, which includes all attorney's fees, and litigation costs, and experts' fees and costs for the acquisition of Parcel 335.

Mr. Shontz detailed the history of the parcel and the issues.

The parties reached a resolution of the invoice for attorney's fees, expert fees, and costs for a total amount of \$90,830.650. It is in the best interest of CFX to resolve this matter for the sum of \$349,180.65 as to Parcel 335, including all claims for compensation, attorney's fees, litigation costs, experts' fees and costs.

Discussion ensued.

**A motion was made by Mr. Sheahan and seconded by Mr. Murvin to recommend to the Board approval of a proposed settlement agreement in the amount of \$349,180.65 as to all claims for compensation in the acquisition of Parcel 335, and all attorney's fees and litigation costs, and experts' fees and costs.**

**Vote: The motion carried unanimously with seven (7) members present and voting AYE by voice vote.**

**Item 5: S.R. 429 WEKIVA PARKWAY PROJECT 429-204, PARCEL 275  
OWNERS: THOMAS J. HOLDER, SR. AND ADELPHA HOWELL  
EASEMENT HOLDER: FLORIDA POWER CORP N/K/A DUKE ENERGY FLORIDA, INC.**

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of a Subordination of Easement Agreement for Parcel 275.

This eminent domain case involves the acquisition of property encumbered by distribution and transmission power lines owned by Duke Energy. The transmission lines along Plymouth Sorrento road were relocated up and over the Wekiva Parkway.

Ms. Brehmer Lanosa provided the Committee with a PowerPoint presentation describing the background of the parcel.

**A motion was made by Mr. Sheahan and seconded by Mr. Murvin to recommend to the Board approval of the Subordination of Easement Agreement for Parcel 275.**

**Vote:** The motion carried unanimously with seven (7) members present and voting AYE by voice vote.

**Items 6 and 7: S.R. 408, PROJECT 305, PARCEL 127 (PARTIAL)**  
**OWNER: CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Public Comment

Mr. Dan Floberg, from Core Spaces, who is the property owner of Hub Apartments, and Mr. Bill Hockensmith from Florida Engineering Group were recognized for public comment.

Mr. Hockensmith provided the Committee with a PowerPoint presentation as to the background and history of the parcel. The location of Hub Apartments is on Woodbury Road, north of Colonial. They are near completion. The move-in date for the students is August 16, 2018, which is approaching rapidly. This is a crowded utility corridor. The design plans showed that the force main would be in the right of way of Woodbury Road. The actual construction of the force main encroached on CFX's right of way.

Since the property owner wanted to get students in there in the next two weeks, Mr. Hockensmith stated that they will relocate the force main out of CFX's right of way and Orange County will no longer need to move forward with the purchase agreement as they have an alternative route.

Mr. Floberg deferred his time to Mr. Hockensmith.

Chairman Botts next recognized Mr. Andres Salcedo and Ms. Lindy Wolfe from Orange County Utilities.

Mr. Salcedo said that they are building the pipeline to Orange County's standards. When they built the pipeline, the pipeline encroached into CFX's right of way. Mr. Salcedo stated that Orange County will relocate the pipeline into Orange County's right of way of Woodbury Road. Orange County will commit to CFX to relocate that pipeline. Mr. Salcedo state that Orange County would need to seek another permit from CFX to enter the property to remove the already constructed pipeline.

Ms. Botts asked about the timing of the situation because of the students moving in and how much time would be needed for the developer to relocate the force main. Per Mr. Salcedo, the developer has requested two months to relocate, but the opening of the apartment is in less than two months. Orange County is securing some sort of escrow from the developer. If the developer does not relocate the utilities in two months, then Orange County will have to relocate the utilities itself and cannot operate with the same expediency. Orange County will have the right to funds in escrow from them and will use those funds to relocate the utilities. Orange County will issue the CO if it gets the escrow. It is a small pipe – a six-inch force main.

Ms. Botts confirmed that Orange County did obtain a permit for the force main, but the pipe went in the wrong location and was placed on CFX property as an accidental encroachment. Mr. Salcedo confirmed same.

Ms. Botts deferred to the General Counsel and Deputy General Counsel.

Ms. Brehmer Lanosa advised that CFX has a process to issue temporary right-of-entry permits and a separate process for utility permits. It is in staff's interest to make sure the permit violation is corrected. There has been discussion about Orange County not issuing the CO until after the permit violation is corrected. If CFX has adequate assurance that the encroaching force main would be removed, then this may be a matter for intergovernmental cooperation.

Mr. Salcedo said that Orange County has a \$750 million five-year capital improvement program and will make that commitment to CFX.

Discussion ensued.

Mr. Passiatore advised the Committee that item 6 and item 7 should be continued until further committee action is necessary recognizing that staff is authorized to approve the necessary permits for the relocation. Ms. Botts deferred these two items by consensus.

**Item 8: OTHER BUSINESS**

Ms. Botts announced that Mr. Chris Murvin was nominated for another two-year appointment, which he accepted. He will continue his service on the right of way committee. The Chair also announced that Mr. Dedekind has completed his service with the right of way committee and thanked him for his time.

Mr. Passiatore provided the committee with an update on the Osceola Parkway Extension reimbursement agreement. CFX acquired a small parcel for the potential Osceola Parkway Extension on the north east corner of Boggy Creek and 417. The parcel price was \$84,000.00, Osceola County wired the reimbursement to CFX today. This was the first acquisition. In the future we hope it will be more expedited.

Mr. Passiatore advised the Committee that effective in September the Right of Way Committee will have a new chairman. He thanked Ms. Botts for her service as Chair. Starting in September the Committee will have a new Chairman, Seminole County representative Mr. Jean Jreij.

Ms. Botts advised the Committee that the August 22, 2018 Meeting has been cancelled. The next Committee Meeting will be held on September 26, 2018.

Ms. Botts thanked the committee and staff for all their support for the past year as she served as the right of way Committee Chair. She will be available to assist in anyway she can.

**Item 9: ADJOURNMENT**

Chairman Botts adjourned the meeting at approximately 2:38 p.m.

**Minutes approved on \_\_\_\_\_, 2018.**


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

DRAFT

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: October 16, 2018

RE: Orange County's Request for an Agreement for the Sale and Partial Release of a Limited Access Line along Narcoossee Road  
Project: 455, Parcel 45-502 (Partial)  
Location: Northwest Corner of State Road 417 and Narcoossee Road, south of the OUC railroad tracks

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## BACKGROUND

In 2012, Central Florida Expressway Authority ("CFX") conveyed to Orange County a strip of property along the northwest corner of State Road 417 and Narcoossee Road, just south of the OUC railroad tracks, in unincorporated Orange County. The purpose of the conveyance related to the six-laning of Narcoossee Road between S.R. 417 and the southern boundary of Orange County (the "**Project**"). A portion of the property (the "**Property**") will not be utilized by either Orange County or the City of Orlando for the Project. The City of Orlando confirmed that the Narcoossee Road widening project will be built within the existing right of way as shown by the letter attached as **Exhibit 1**. A location map, an aerial, and a sketch depicting the Property are attached as **Composite Exhibit 2**. An aerial of the adjacent property is attached as **Exhibit 3**.

Orange County staff has indicated that the Property is not needed for County purposes and is suitable for sale. Thus, the Orange County Board of County Commissioners may authorize the County's Real Estate Management Division to offer the Property for sale in accordance with the provisions set forth in Section 125.35, Florida Statutes, including competitive bidding if required.

The Property is encumbered with a limited access line held by CFX running generally along the western boundary of the Property ("**the Western L/A Line**"). For the County to offer the Property for sale, it is in the best interest of both the County and CFX to establish a process to relocate the Western L/A Line to the eastern boundary of the Property ("**the Eastern L/A Line**"). The relocation of the Western L/A Line will allow the Property to be assembled with the adjacent property, thereby increasing the value of the Property, while still maintaining limited access rights in favor of CFX with the establishment of the Eastern L/A Line. The County has asked CFX to enter into an agreement addressing the process for releasing the Western L/A Line after the Eastern L/A Line is established. The proposed Limited Access Line Relocation Agreement is attached as **Exhibit 5**.



Further, the owner of the property that abuts the Western L/A Line has made an application to Orange County to purchase the Property and an application to CFX to purchase the release and relocation of the Western L/A Line. The adjacent property owner has offered to pay the appraised value of the Property and the appraised value of the release of the Western L/A Line, subject to the conveyance and establishment of the Eastern L/A Line in favor of CFX.

### **ANALYSIS**

CFX is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “**Expressway Facility**”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX. CFX has adopted that certain Policy Regarding the Release of Limited-Access Lines, codified in Part 7 of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (the “**Policy**”), which Policy provides, in part, for the release of limited access rights of CFX upon determination that the release would not result in negative effects to CFX’s Expressway System.

CFX’s staff and its General Engineering Consultant (“GEC”) have examined the impact of the proposed release of the Western L/A line in conjunction with the establishment of the Eastern L/A Line. It is expected that the GEC will certify that the release of the Western L/A Line will not be needed for the present or future construction, operation or maintenance of the Expressway Facility, provided that the Eastern L/A Line is conveyed from County to CFX and established prior to the release of the Western L/A Line.

In accordance with the Policy, Mark Carpenter, MAI, appraised the Property and appraised the release and reestablishment of the Western L/A Line. He valued the Property in the after condition, assuming the Western L/A Line was released and the Eastern L/A Line was established, at One Hundred Ninety-Three Thousand Dollars (\$193,000). Next, he valued the release of the Western L/A Line at Ninety-Six Thousand Five Hundred Dollars (\$96,500). Mr. Carpenter’s Appraisal Report was reviewed by David Hall, who prepared an Appraisal Review Report.

### **RECOMMENDATION**

Based upon the foregoing, we request the Committee’s recommendation for Board approval of the Limited Access Line Relocation Agreement and the Resolution Authorizing the Partial Release and Sale of Limited Access Line at the appraised value of Ninety-Six Thousand Five Hundred Dollars (\$96,500.00), in accordance with CFX’s Policy, subject to the following conditions: (1) separate notice to the local government in which the Parcel is located is not required; (2) the Western L/A Line will not be released until the Eastern L/A Line is established in CFX’s favor, to become effective upon the conveyance and establishment of the Eastern L/A Line in CFX’s favor; and (3) CFX obtains an appropriate certificate from its GEC.

Attachments:

1. Letter from the City of Orlando
2. Location Map, Aerial, and Sketch of the Property
3. Aerial of Adjacent Property
4. Resolution Authorizing the Partial Release and Sale of Limited Access Line
5. Limited Access Line Relocation Agreement

## EXHIBIT 1



March 15, 2018

Linda Brehmer Lanosa  
Deputy General Counsel  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807

RE: Narcoossee Rd Widening & Improvements: Reich Property

Dear Ms. Lanosa,

The City of Orlando has confirmed that the Narcoossee Road Widening Project designed by WBQ will be built within the existing right-of-way. Further, the project will only impact the existing medians. The existing outside curb line, the proposed limited access right of way line per legal description (attached) and the Reich property adjacent to the project will not be impacted by the widening project.

Please don't hesitate to contact me if you have further questions.

Sincerely,

A blue ink handwritten signature, appearing to read "F.J. Flynn", written over a horizontal line.

F.J. Flynn, AICP  
Deputy Director, Transportation Department

c: Billy Hattaway, PE, Director, Transportation Department  
Tanya Wilder, Transportation Policy Advisor  
Chris Cairns, PE, PTOE, Division Manager, Transportation Engineering  
Roy Payne, Chief Assistant City Attorney  
Claudia Korobkoff, Transportation Planning Manager  
Deborah Keeter, Central Florida Expressway Authority  
John C. Riech, Riech Properties, Inc

**SCHEDULE "A"  
LEGAL DESCRIPTION**

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

A portion of land lying within Narcoossee Road right of way as described in Official Record Book 10397, Pages 6593-6603 of the Public Records of Orange County, Florida; and being in Section 18, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", and a chord bearing of N 00°27'02" E, and a chord distance of 17.50 feet; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 117.93 feet to the Point of Beginning; thence run the following courses and distances: S 16°35'51" W a distance of 12.62 feet; S 05°24'47" W a distance of 273.83 feet; S 16°12'49" W a distance of 47.49 feet; S 02°37'01" W a distance of 174.66 feet; S 72°36'40" W a distance of 31.43 feet; N 00°23'33" E a distance of 470.50 feet; N 50°44'16" E a distance of 29.43 feet; N 65°22'21" E a distance of 60.12 feet to the Point of Beginning.


Containing 24,176.11 square feet, or 0.56 acres, more or less.

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RUBBER SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN, OR SPECIFICATION IS FOR INFORMATIONAL PURPOSES ONLY.



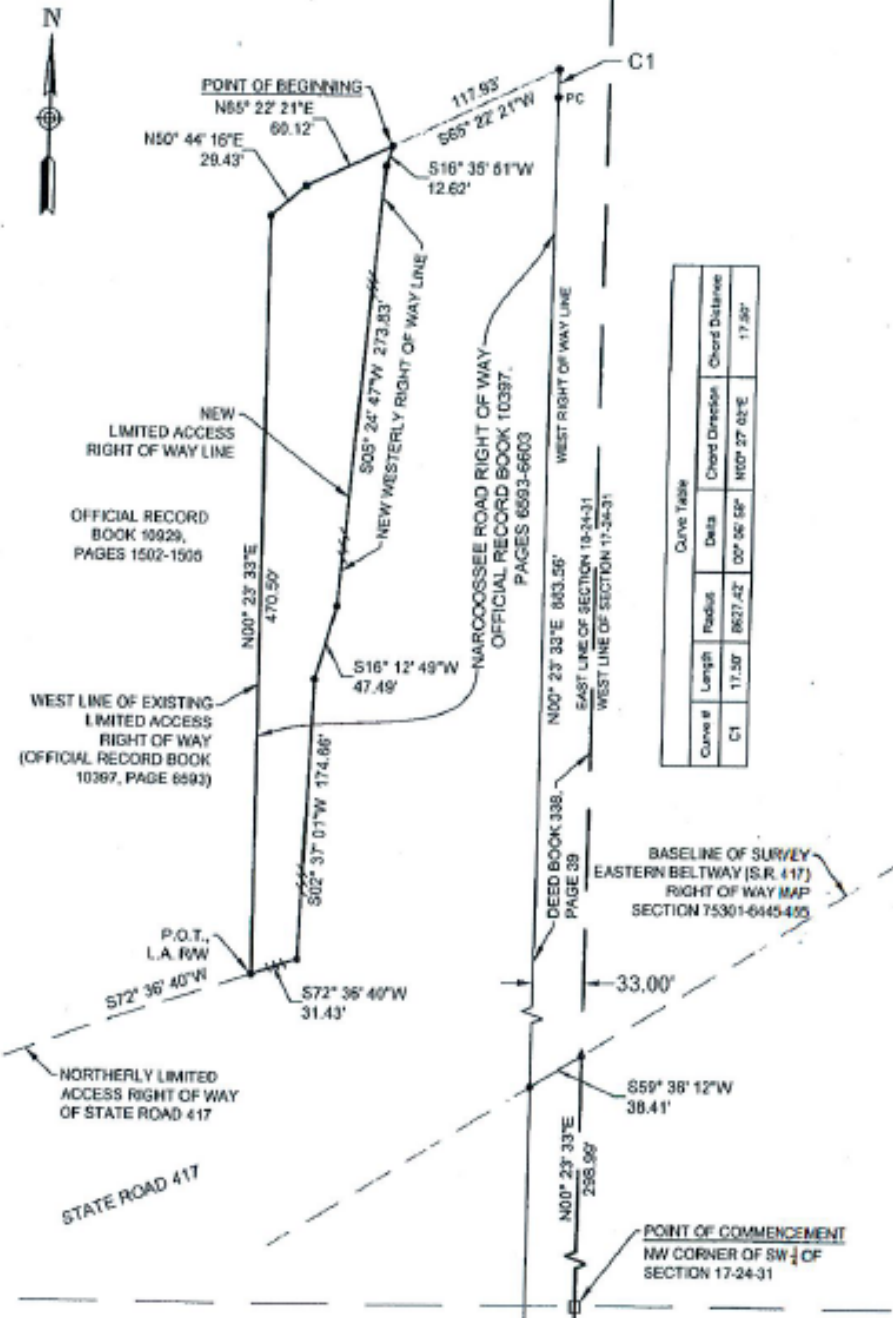
*William R. Muscatello, Jr.*  
William R. Muscatello, Jr.  
REGISTERED LAND SURVEYOR  
AND MAPPER  
STATE OF FLORIDA LICENSE NO. 4956

**THIS IS NOT A SURVEY**

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940		PREPARED FOR: Engineering - Survey Section
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24			DRAWING SCALE: N/A
APPROVED BY: Muscatello	DRAWING FILE: 7849 Narcoossee Rd.	RANGE: 31 SHEET 1 OF 2			PROJECT NUMBER 7849
REVISION DATE: 3/23/17					

# SCHEDULE "A" SKETCH OF DESCRIPTION

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



Curve #	Length	Radius	Delta	Chord Direction	Chord Distance
C1	17.50'	8627.42'	00° 55' 58"	N00° 27' 03"E	17.50'

**LEGEND**  
 PC POINT OF CURVATURE  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINATION  
 L.A. LIMITED ACCESS  
 RW RIGHT OF WAY  
 ● CHANGE IN DIRECTION,  
 NO POINT SET

**SKETCH AND DESCRIPTION**  
 THIS IS NOT A SURVEY NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 53-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:**
1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31, BEING N 02° 20' 33" E, PER OFFICIAL RECORD BOOK 10897, PAGES 6583-6483.
  2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
  3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:  
Engineering -  
Survey Section

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24
APPROVED BY: Muscatello	DRAWING FILE: 7849 Narcoossee Rd	RANGE: 31
REVISION DATE: 3/23/17		SHEET 2 OF 2

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION  
4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-9205  
(407) 836-7940



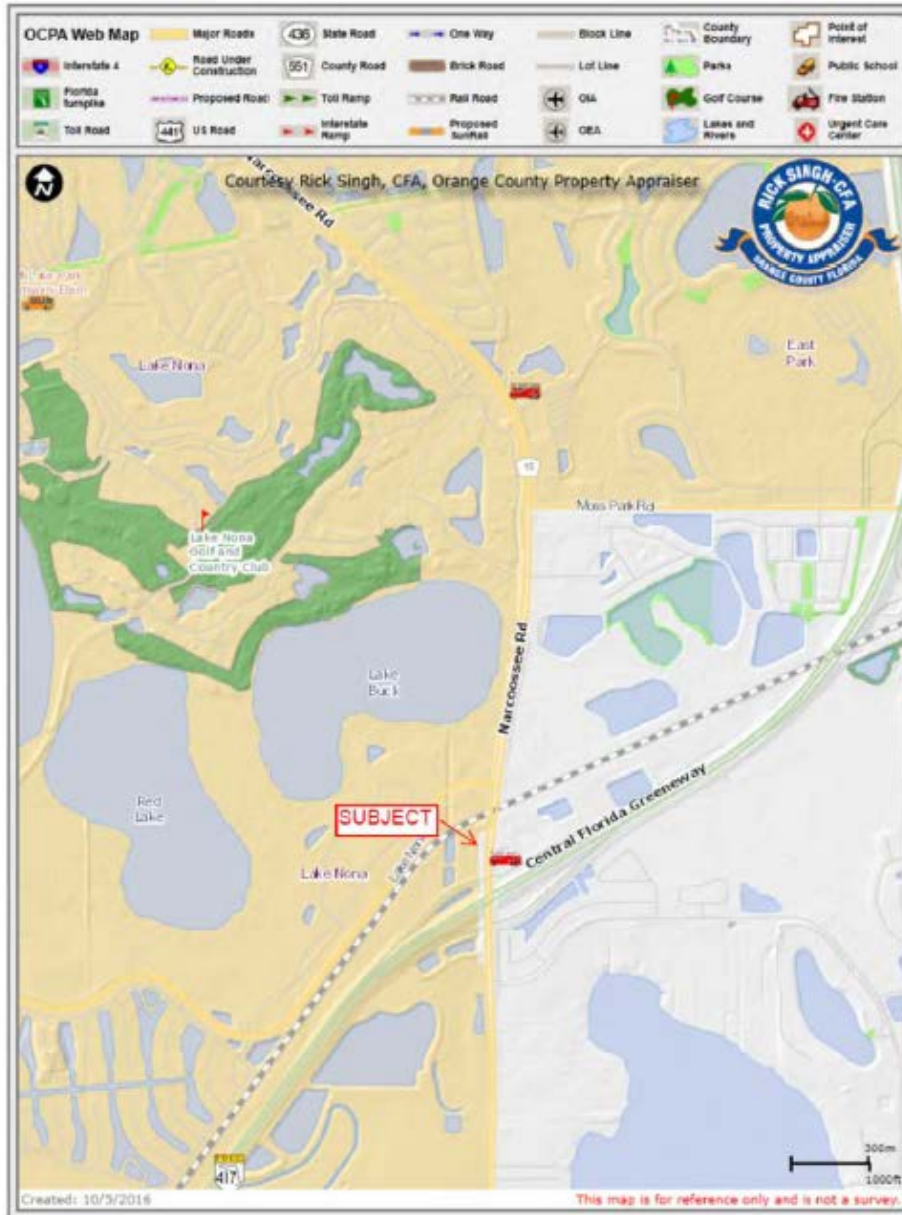
DRAWING SCALE: 1" = 100'
PROJECT NUMBER 7849

## COMPOSITE EXHIBIT 2

TAX ID NO: N/A  
OWNER: ORANGE COUNTY BCC  
PROJECT: NARCOOSSEE ROAD SURPLUS LAND  
COUNTY: ORANGE

E

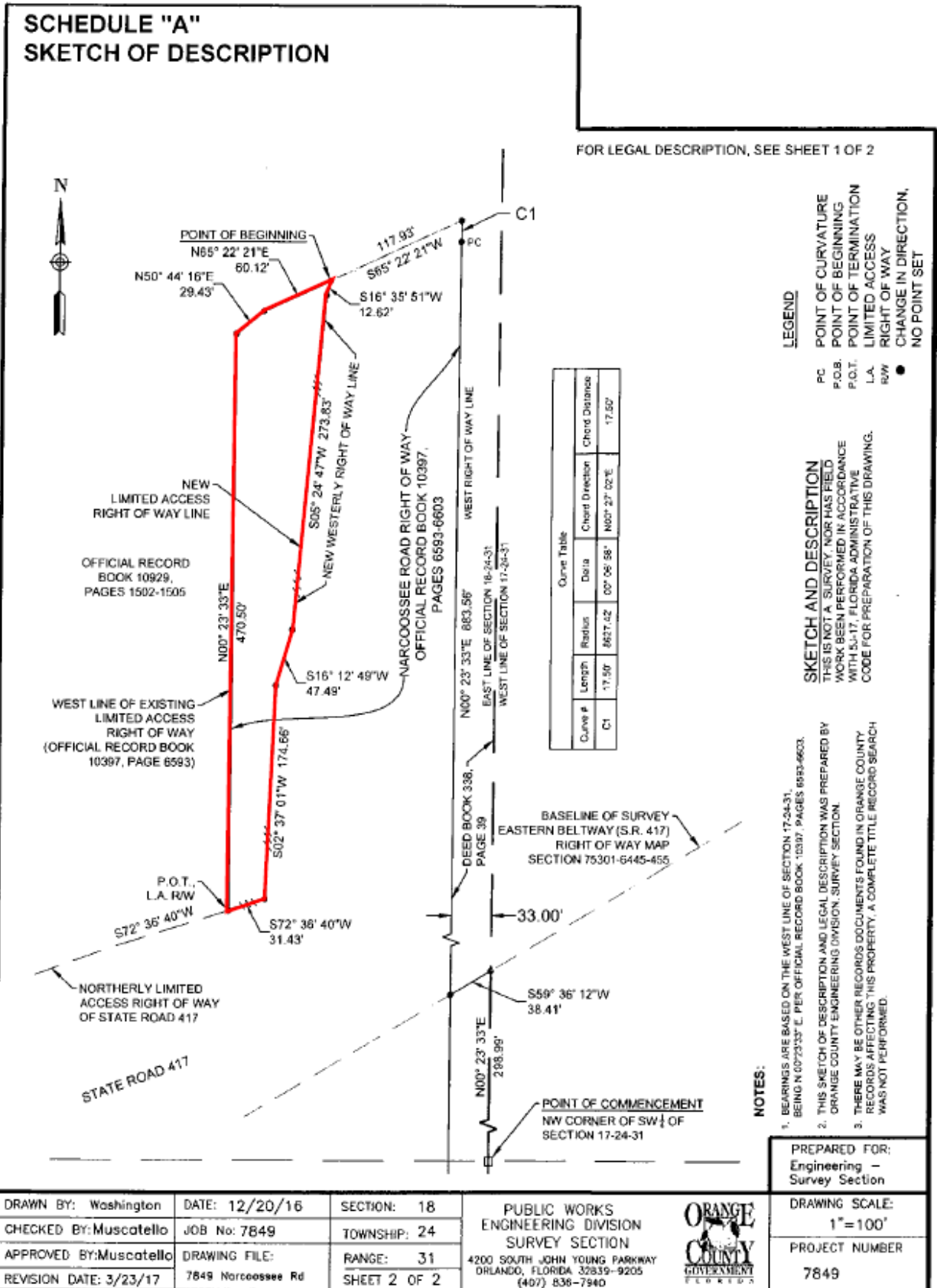
### LOCATION MAP



### AERIAL PHOTOGRAPH



*Approximate Representation*  
Source: Orange County Property Appraiser





### EXHIBIT 3

#### AERIAL OF THE PROPERTY ADJACENT TO THE WESTERN L/A LINE



**EXHIBIT 4**

**Resolution Authorizing the Partial Release and Sale of Limited Access Line**

A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AUTHORIZING THE ESTABLISHMENT AND PARTIAL RELEASE OF
LIMITED ACCESS LINES AND SALE

WHEREAS, the Central Florida Expressway Authority ("CFX") is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway Facility"), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Release of Limited-Access Lines, Part 7 of CFX's Property Acquisition, Disposition & Permitting Procedures Manual (referred to as the "Policy"), which Policy provides for the release of limited access rights of CFX upon determination that the release would not result in negative effects to CFX's Expressway System; and

WHEREAS, in 2012, CFX conveyed to Orange County a strip of property along the northwest corner of State Road 417 and Narcoossee Road south of the OUC railroad tracks in unincorporated Orange County to facilitate the six-laning of Narcoossee Road between S.R. 417 and the southern boundary of Orange County (the "Project"); and

WHEREAS, a portion of the property ("Property") was not utilized by Orange County in connection with the Project and is not needed by the City of Orlando for the six-laning of Narcoossee Road; and

WHEREAS, the Property is encumbered with an existing limited access line in favor of CFX running generally along the western boundary of the Property ("the Western L/A Line"); and

WHEREAS, it is in the interest of CFX to establish a new limited access line in favor of CFX running generally along the eastern boundary of the Property ("the Eastern L/A Line") and, after such Eastern L/A Line is established, release the Western L/A Line; and

WHEREAS, CFX's General Engineering Consultant has certified that the release of the Western L/A Line will not be needed for the present or future construction, operation or maintenance of the Expressway Facilities, provided that the Eastern L/A Line is conveyed from County to CFX and established prior to the release of the Western L/A Line; and

WHEREAS, the adjacent property owner has made an application to Orange County to purchase the Property and an application to CFX to purchase the release of the Western L/A Line and has offered to pay the appraised value of the Property and the appraised value of the release of the Western L/A Line, subject to the conveyance and establishment of the Eastern L/A Line in favor of CFX; and

WHEREAS, CFX received an Appraisal Report valuing the Property at One Hundred Ninety-Three Thousand Dollars (\$193,000) and valuing the release of the Western L/A Line, after the establishment of the Eastern L/A Line, at Ninety-Six Thousand Five Hundred Dollars (\$96,500), which Appraisal Report was subject to an Appraisal Review Report; and

WHEREAS, CFX’s Right of Way Committee has determined that the sale of the release of the Western L/A Line would be in the best interest of CFX and the public, provided that the Eastern L/A Line is established prior to such release; and

WHEREAS, after reviewing the appraisal reports, CFX’s Right of Way Committee has recommended that the Western L/A Line be released and sold for the appraised value of Ninety-Six Thousand Five Hundred Dollars (\$96,500), in accordance with CFX's Policy, subject to the following conditions: (1) separate notice to the local government in which the Parcel is located is not required; and (2) the Western L/A Line will not be released until the Eastern L/A Line is established in CFX’s favor.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

- 1. CFX hereby declares that after the Eastern L/A Line is established, the release of the Western L/A Line identified in Exhibit “A” will not negatively affect Expressway Facilities.
2. CFX declares that it is in the public interest to establish the Eastern L/A Line and then release and sell the Western L/A Line, subject to compliance with requirements of the Policy.
3. Accordingly, CFX hereby declares that the Western L/A Line may be released and sold for the appraised value of Ninety-Six Thousand Five Hundred Dollars (\$96,500), in accordance with CFX's Policy, subject to the following conditions: (1) separate notice to the local government in which the Parcel is located is not required; and (2) the Western L/A Line will not be released until the Eastern L/A Line is established in CFX’s favor.
4. This Resolution shall take effect upon the adoption by the CFX governing Board and upon the conveyance and establishment of the Eastern L/A Line in CFX’s favor.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Fred Hawkins, Chairman

ATTEST: \_\_\_\_\_
Mimi Lamaute
Board Services Coordinator

Approved as to form and legality

Joseph L. Passiatore, General Counsel

**EXHIBIT 5**

**Limited Access Line Relocation Agreement**

## LIMITED ACCESS LINE RELOCATION AGREEMENT

THIS LIMITED ACCESS LINE RELOCATION AGREEMENT (this “**Agreement**”) is made and entered into as the Effective Date (hereinafter defined) by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, (“**County**”) 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 (“**CFX**”).

### **RECITALS**

A. CFX conveyed the Parent Parcel (hereinafter defined) to County in 2012 in furtherance of County’s road construction project entitled “6 Laning of Narcoossee Road between S.R. 417 and Orange/Osceola Line” (the “**Project**”).

B. A portion of the Parent Parcel, such portion being the Property (hereinafter defined), was ultimately not required by County in connection with the Project, and contemporaneously herewith the Orange County Board of County Commissioners will be adopting a resolution declaring the Property not needed for County purposes and authorizing the County’s Real Estate Management Division to offer the Property for sale in accordance with the provisions set forth in Section 125.35, Florida Statutes, including competitive bidding if required.

C. In connection with potential future development of the Property, an existing limited access line in favor of CFX running generally along the western boundary of the Property (i.e. the Western L/A Line (hereinafter defined)) will need to be released by CFX and a new limited access line in favor of CFX running generally along the eastern boundary of the Property (i.e. the Eastern L/A/ Line (hereinafter defined)) will need to be granted to and established in favor of CFX. Likewise, an existing fence along the Western L/A Line will need to be removed and a new fence will need to be constructed along the Eastern L/A Line.

D. In anticipation of County electing to sell the Property, County and CFX (collectively, the “**Parties**”) desire to enter into this Agreement to provide a process for the relocation of the limited access line and associated fencing affecting the Property.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and CFX hereby agree as follows:

### **ARTICLE I – RECITALS; DEFINITIONS**

Section 1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 1.2 Definitions. As used in this Agreement, the following defined terms shall have the following defined meanings:

(a) CFX Deed. The term “**CFX Deed**” shall mean and refer to that certain “Quit-Claim Deed” dated April 30, 2012, and recorded June 22, 2012, in Book 10397, Page 6593,

of the Public Records of Orange County, Florida.

(b) Eastern L/A Line. The term “**Eastern L/A Line**” shall mean and refer to that certain limited access line legally described on Exhibit “C” attached hereto, which exhibit is hereby incorporated herein by this reference, and which Eastern L/A Line generally runs along the eastern boundary of the Property.

(c) Effective Date. The term “**Effective Date**” shall mean and refer to the effective date of this Agreement, which date shall be latest of: (i) the date this Agreement is executed by CFX; (ii) the date this Agreement is executed by County; and (iii) the date this Agreement is approved by the Orange County Board of County Commissioners.

(d) Owner. The term “**Owner**” shall mean and refer to the individual, trust, estate, corporation, partnership, company, association, or other person or entity who purchases the Property from County and becomes the fee owner of the Property.

(e) Parent Parcel. The term “**Parent Parcel**” shall mean and refer to, collectively, those certain lands conveyed by CFX to County pursuant to the CFX Deed.

(f) Property. The term “**Property**” shall mean and refer to that certain land legally described on Exhibit “A” attached hereto, which exhibit is hereby incorporated herein by this reference, and which Property is a portion of the Parent Parcel.

(g) Western L/A Line. The term “**Western L/A Line**” shall mean and refer to that certain limited access line legally described on Exhibit “B” attached hereto, which exhibit is hereby incorporated herein by this reference, and which Western L/A Line generally runs along the western boundary of the Property.

(h) Notice Addresses. The term “**Notice Addresses**” shall mean and refer to:

As to County:           Orange County, Florida  
Real Estate Management Division  
Attn: Manager  
400 E. South St.  
5th Floor  
Orlando, FL 32801

*with a copy to:*       Orange County, Florida  
County Attorney’s Office  
Attn: County Attorney  
201 S. Rosalind Ave.  
3rd Floor  
Orlando, FL 32801

As to CFX:               Central Florida Expressway Authority  
Attn: Executive Director  
4974 ORL Tower Rd.

Orlando, FL 32807

*with a copy to:* Central Florida Expressway Authority  
Attn: General Counsel  
4974 ORL Tower Rd.  
Orlando, FL 32807

**ARTICLE II – CONVEYANCE OF EASTERN L/A LINE TO CFX;  
REMITTANCE OF RELEASE PAYMENT**

Section 2.1 Conveyance of Eastern L/A Line to CFX. Contemporaneous with the closing (“**Closing**”) of an agreement between County and Owner to sell the Property (a “**Contract**”), but prior to the delivery and recording of any deed from County to Owner, County shall convey to CFX by Quit Claim Deed, in substantially the same form as **Exhibit “D,”** (the “**County Deed**”) all rights of ingress, egress, light, air and view to, from or across any right of way property adjoining the line described in **Exhibit “C,”** attached hereto and made a part hereof.

Section 2.2 Release of Western L/A Line by CFX. Within twenty (20) days following the Release Trigger (hereinafter defined), CFX shall release, by executing and recording a Notice of Partial Release of Limited Access Rights in substantially the same form as **Exhibit “E,”** (the “**Notice of Partial Release**”) the limited access rights represented by the limited access line described in **Exhibit “B,”** attached hereto and made a part hereof, but not any other portion of the limited access rights, the remainder of which shall remain and continue in full force and effect. CFX shall provide County with a copy of the recorded Notice of Partial Release within ten (10) business days following its recording. As used in this section, the “**Release Trigger**” shall be deemed to have occurred once all of the following have occurred: (i) the County Deed has been recorded by County in the Public Records of Orange County, Florida, and the Eastern L/A Line has been established in favor of CFX; (ii) CFX has received the Release Payment (hereinafter defined) from Owner; (iii) the Replacement Fence has been constructed by Owner; (iv) Owner has executed a Release of CFX per Section 4.19 below; and (v) all conditions precedent have occurred.

Section 2.3 Release Payment. Contemporaneous with Closing, County shall cause Owner to deliver to CFX – outside of Closing and pursuant to a direct delivery from Owner to CFX – funds in the amount of Ninety Six Thousand Five Hundred and No/100 U.S. Dollars (\$96,500.00) (the “**Release Payment**”) plus an additional sum equal to the amount that CFX will incur to record the Notice of Partial Release (“**Recording Fees**”). The Parties acknowledge that the Release Payment is the amount required to be paid to CFX for the release of the Western L/A Line pursuant to CFX’s “Property Acquisition, Disposition, & Permitting Procedures Manual”.

Section 2.4 Termination of Agreement Upon Certain Failures. In the event that either Closing does not occur on or before March 20, 2019, (the “**Outside Closing Date**”) or CFX does not receive the Release Payment and Recording Fees from Owner on or before the Outside Closing Date, then this Agreement shall terminate, be null and void, and be of no further force or effect.

Section 2.5 Conditions Precedent to CFX’s Release of Western L/A Line. CFX’s release of the Western L/A Line is contingent upon receipt of certificates from CFX’s General



Engineering Consultant and/or Bond Counsel approving the release; passage of the appropriate resolutions by CFX's Board; and approval by CFX's Right of Way Committee and Board.

### **ARTICLE III – REPLACEMENT FENCE**

Section 3.1 Replacement Fence. After Closing, Owner, at Owner's sole cost and expense shall design, engineer, permit, and construct a new fence along the Eastern L/A Line meeting CFX's requirements and standards (the "**Replacement Fence**"). Owner shall complete construction of the Replacement Fence within sixty (60) days following Closing such that it meets CFX's approval.

Section 3.2 Removal of Existing Fence. Following recording of the Notice of Partial Release, Owner, at Owner's sole cost and expense, may (but shall not be required to) remove the fencing that, as of the Effective Date, exists along the Western L/A Line.

### **ARTICLE IV – MISCELLANEOUS**

Section 4.1 Complete Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes any prior understandings, whether written or oral, with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the Parties other than those set forth herein or herein provided for.

Section 4.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

Section 4.3 Modification. This Agreement may be altered, amended, or modified only by written instrument executed by both of the Parties.

Section 4.4 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.

Section 4.5 Assignment. Except as otherwise set forth in this Section 4.5, neither this Agreement, nor any right or obligation of any Party arising under this Agreement, may be assigned or delegated without the written consent of all Parties. Notwithstanding the foregoing, CFX acknowledges that it is County's intent to assign this Agreement (and all of County's rights, benefits, duties, and obligations hereunder) to Owner effective upon Closing. As such, after County has entered into a Contract with Owner, County shall send written notice to CFX notifying CFX of the identity of the Owner and requesting that CFX consent in writing to the assignment of this Agreement by County to Owner to be effective upon Closing. CFX shall not unreasonably withhold, condition, or delay its written consent to the assignment of this Agreement by County to Owner (to be effective upon Closing). In the event that CFX does not consent to the assignment of this Agreement by County to Owner (to be effective upon Closing), then County, by written notice to CFX, may elect to terminate this Agreement, whereupon this Agreement shall be null

and void, and be of no further force or effect. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to execute an assignment of this Agreement to Owner pursuant to this Section 4.5. The Executive Director of CFX, or her designee, is hereby authorized, on behalf of CFX, to execute a consent to an assignment of this Agreement to Owner pursuant to this Section 4.5.

Section 4.6 Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or a waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such person of its rights hereunder.

Section 4.7 Section Headings. The headings preceding the sections of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

Section 4.8 Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

Section 4.9 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of the Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event a valid, legal, and unenforceable provision cannot be crafted, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Section 4.10 Drafting; Negotiation. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.

Section 4.11 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

Section 4.12 Governing Law. This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

Section 4.13 Default. Except as otherwise provided by this Agreement, no breach, failure to comply with any term or provision of this Agreement, or failure of a covenant, warranty, or representation contained herein, shall be considered a “**Default**” until a non-breaching Party has provided written notice of the breach to the breaching Party and the breach had gone uncured for

a period of thirty (30) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within thirty (30) days, then the breaching Party shall have thirty (30) days from the receipt of written notice from the non-breaching Party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed ninety (90) days from the receipt of written notice from the non-breaching Party, unless otherwise extended by the non-breaching Party in writing.

Section 4.14 Available Remedy. In the event of a breach or default by any Party of any of the terms or conditions hereof, the non-breaching party may elect either to: (i) terminate this Agreement; or (ii) pursue specific performance of this Agreement. Upon a termination of this Agreement pursuant to this Section 4.14, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. Under no circumstances shall any party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of breach or default by such Party hereunder.

Section 4.15 Venue. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

Section 4.16 WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Section 4.17 Time. Time is of the essence with respect to this Agreement.

Section 4.18 Notices. Any notice to be given to or served upon any Party hereto, in connection herewith, must be in writing, sent to the appropriate Notice Address for such Party, and may be given by hand delivery; certified mail, return receipt requested; U.S. Mail; or guaranteed overnight delivery service. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to furnish any notice required or allowed under this Agreement, including but not limited to pursuant to this Section 4.18.

Section 4.19 Release of CFX. In the event that this Agreement is assigned to Owner as described in Section 4.5 above, then Owner acknowledges and agrees that: (i) prior to CFX's release of the Western L/A Line, Owner shall remise, release, acquit, satisfy, and forever discharge CFX, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Owner ever had, then have, or which any personal representative, successor, heir or assign of Owner, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with the release and reestablishment of the l/a lines, including, without limitation, any claim for loss of access to Owner's remaining property, severance damages to Owner's remaining property, business damages or any other damages, all from the beginning of

the world to the day thereof; and (ii) a release signed by the Owner shall accompany the Notice of Partial Release. (ROW Manual, Sec 5-5.025)

Section 4.20 Not an Offer. Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

*[signature pages and exhibits follow]*

IN WITNESS WHEREOF, County and CFX have caused this Agreement to be duly executed as of the Effective Date.

**“COUNTY”**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_

Teresa Jacobs  
Orange County Mayor

Date \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Printed Name: \_\_\_\_\_

IN WITNESS WHEREOF, County and CFX have caused this Agreement to be duly executed as of the Effective Date.

“CFX”

Signed, sealed, and delivered  
in the presence of:

CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY, a body corporate and an agency  
of the State of Florida, created by Part III of  
Chapter 348, Florida Statutes

_____	By: _____
Print Name: _____	Print Name: _____
_____	Title: _____
Print Name: _____	Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes on behalf of such authority. S/he \_\_\_\_ is personally known to me OR \_\_\_\_ has produced \_\_\_\_\_ as identification and did/did not take an oath.

*[AFFIX NOTARY SEAL]*

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of the Property**

*(see attached one (1) legal and sketch of description totaling two (2) pages)*

**SCHEDULE "A"  
LEGAL DESCRIPTION**

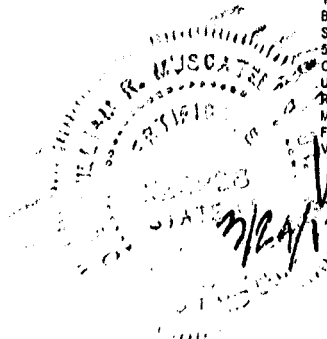
FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

A portion of land lying within Narcoossee Road right of way as described in Official Record Book 10397, Pages 6593-6603 of the Public Records of Orange County, Florida; and being in Section 18, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", and a chord bearing of N 00°27'02" E, and a chord distance of 17.50 feet; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 117.93 feet to the Point of Beginning; thence run the following courses and distances: S 16°35'51" W a distance of 12.62 feet; S 05°24'47" W a distance of 273.83 feet; S 16°12'49" W a distance of 47.49 feet; S 02°37'01" W a distance of 174.66 feet; S 72°36'40" W a distance of 31.43 feet; N 00°23'33" E a distance of 470.50 feet; N 50°44'16" E a distance of 29.43 feet; N 65°22'21" E a distance of 60.12 feet to the Point of Beginning.

Containing 24,176.11 square feet, or 0.56 acres, more or less.

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 31-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



William R. Muscatello, Jr.  
REGISTERED LAND SURVEYOR  
AND MAPPER  
STATE OF FLORIDA LICENSE NO. 4928

**THIS IS NOT A SURVEY**

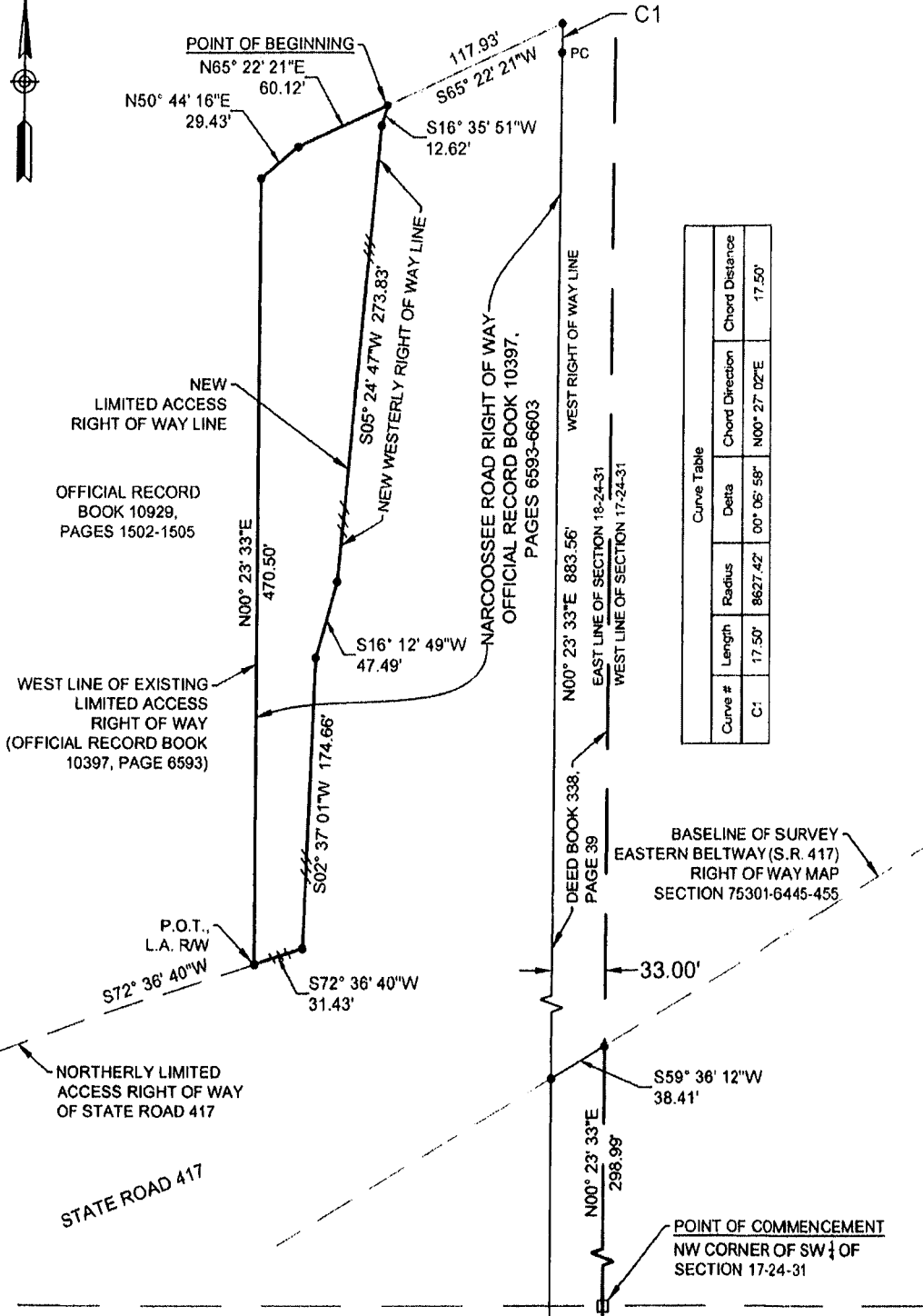
PREPARED FOR:  
Engineering -  
Survey Section

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940	ORANGE COUNTY GOVERNMENT FLORIDA	DRAWING SCALE: N/A
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24		DRAWING SCALE: N/A	
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31		PROJECT NUMBER 7849	
REVISION DATE: 3/23/17	7849 Narcoossee Rd.	SHEET 1 OF 2			



# SCHEDULE "A" SKETCH OF DESCRIPTION

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



Curve Table			
Curve #	Length	Radius	Chord Distance
C1	17.50'	8627.42'	17.50'
		00° 05' 58"	N00° 27' 02"E

- LEGEND**
- PC POINT OF CURVATURE
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINATION
  - L.A. LIMITED ACCESS
  - RW RIGHT OF WAY
  - CHANGE IN DIRECTION.
  - NO POINT SET

**SKETCH AND DESCRIPTION**  
THIS IS NOT A SURVEY NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:**
- BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31, BEING N 00°23'33" E, PER OFFICIAL RECORD BOOK 10397, PAGES 6593-6603.
  - THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
  - THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:  
Engineering -  
Survey Section

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31
REVISION DATE: 3/23/17	7849 Narcoossee Rd	SHEET 2 OF 2

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION  
4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-9205  
(407) 836-7940



DRAWING SCALE: 1" = 100'
PROJECT NUMBER 7849

**EXHIBIT "B"**

**Legal Description of the Western L/A Line**

*(see attached one (1) legal and sketch of description totaling two (2) pages)*

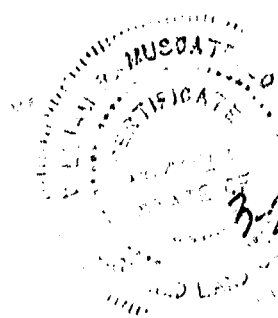
**SCHEDULE "A"  
 LEGAL DESCRIPTION OF  
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 RELEASE OF LIMITED ACCESS RIGHTS  
 (CFX PROJECT 455, PARCEL 45-502)**

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

A portion of the Limited Access Right of Way line along Narcoossee Road proposed for release as described in Official Record Book 10397, Pages 6593-6603, of the Public Records of Orange County, Florida, all being and lying in Section 18, Township 24 South, Range 31 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", and a chord bearing of N 00°27'02" E; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 178.07 feet; thence run S 50°44'16" W a distance of 29.43 feet to the Point of Beginning; thence run along the West line of the Existing Limited Access right of way to be released S 00°23'33" W a distance of 470.50 feet to the proposed Point of Termination of said Limited Access right of way line.

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



*William R. Muscatello, Jr.*  
 William R. Muscatello, Jr.  
 REGISTERED LAND SURVEYOR  
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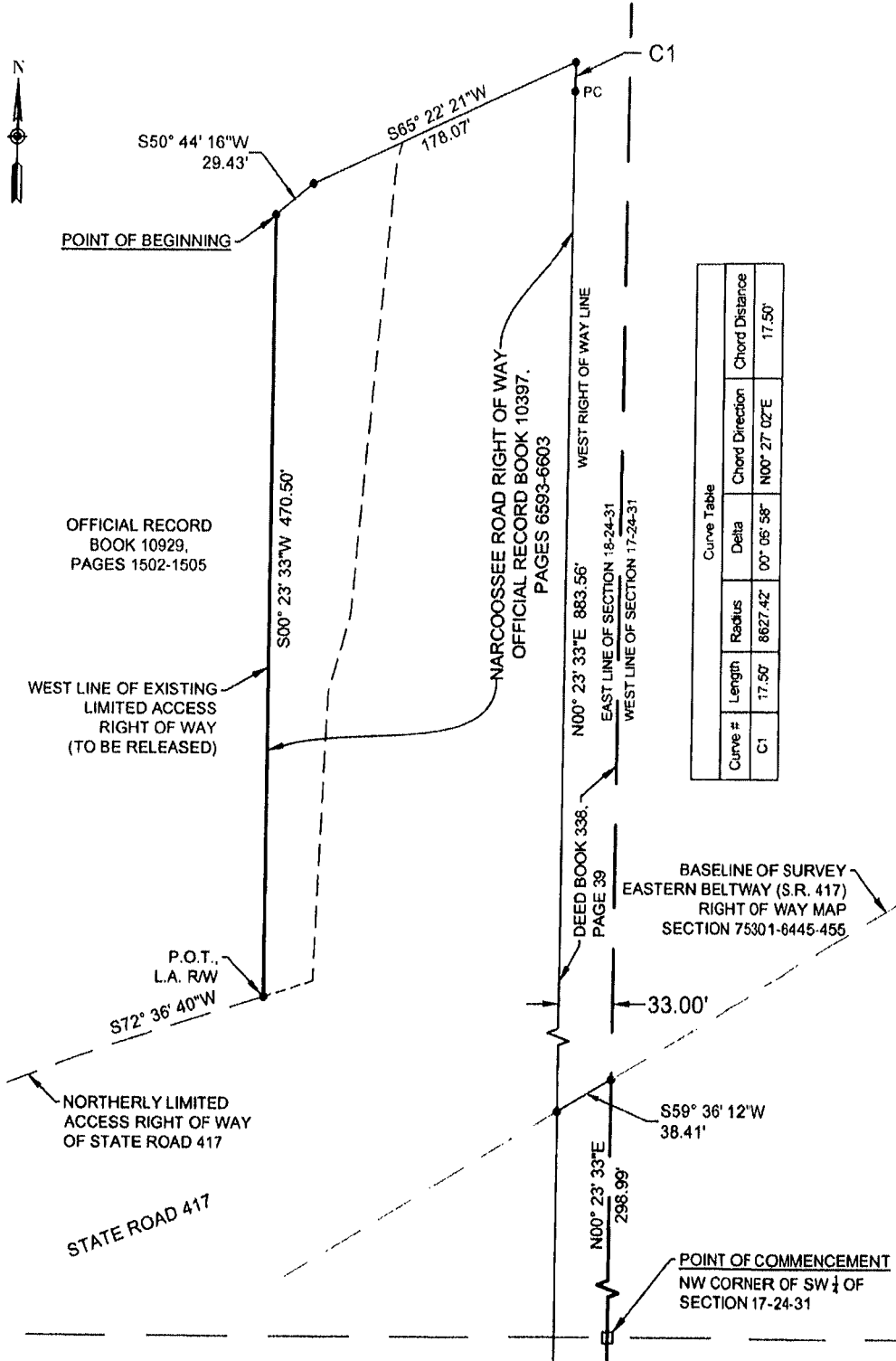
**THIS IS NOT A SURVEY**

PREPARED FOR:  
 Engineering -  
 Survey Section

DRAWN BY: Washington	DATE: 3/9/17	SECTION: 18	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940		DRAWING SCALE: N/A
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24			PROJECT NUMBER
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31			7849
REVISION DATE: 3/23/17	7849 Narcoossee Rd.	SHEET 1 OF 2			

**SCHEDULE "A"**  
**SKETCH OF DESCRIPTION OF CENTRAL FLORIDA**  
**EXPRESSWAY AUTHORITY**  
**RELEASE OF LIMITED ACCESS RIGHTS**  
**(CFX PROJECT 455, PARCEL 45-502)**

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



Curve Table			
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PREPARED FOR:  
 Engineering -  
 Survey Section

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CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24
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REVISION DATE: 3/23/17	7849 Narcoossee Rd	SHEET 2 OF 2

PUBLIC WORKS  
 ENGINEERING DIVISION  
 SURVEY SECTION  
 4200 SOUTH JOHN YOUNG PARKWAY  
 ORLANDO, FLORIDA 32839-9205  
 (407) 836-7940



DRAWING SCALE: 1" = 100'
PROJECT NUMBER 7849

**EXHIBIT "C"**

**Legal Description of the Eastern L/A Line**

*(see attached one (1) legal and sketch of description totaling two (2) pages)*

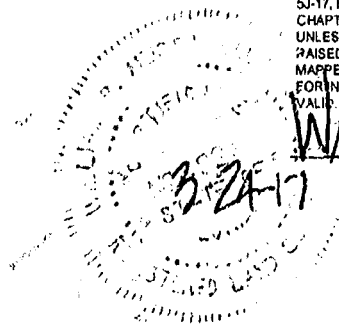
**SCHEDULE "A"  
 LEGAL DESCRIPTION FOR  
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 TO ESTABLISH LIMITED ACCESS RIGHTS  
 (CFX PROJECT 455, PARCEL 45-502)**

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

All rights of ingress, egress, light, air, and view to, from, or across the following described line which may otherwise accrue to any property adjoining said line:

Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", a chord distance of 17.50 feet, and a chord bearing of N 00°27'02" E; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 117.93 feet to the Point of Beginning for the Limited Access Right of Way along Narcoossee Road; thence continue from said point and along said Limited Access line the following 5 courses and distances: S 16°35'51" W a distance of 12.62 feet; S 05°24'47" W a distance of 273.83 feet; S 16°12'49" W a distance of 47.49 feet; S 02°37'01" W a distance of 174.66 feet; S 72°36'40" W a distance of 31.43 feet to the Point of Termination of said Limited Access Right of Way line.

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN, OR INSTRUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



*William R. Muscatello, Jr.*

William R. Muscatello, Jr.  
 REGISTERED LAND SURVEYOR  
 AND MAPPER  
 STATE OF FLORIDA LICENSE NO. 4926

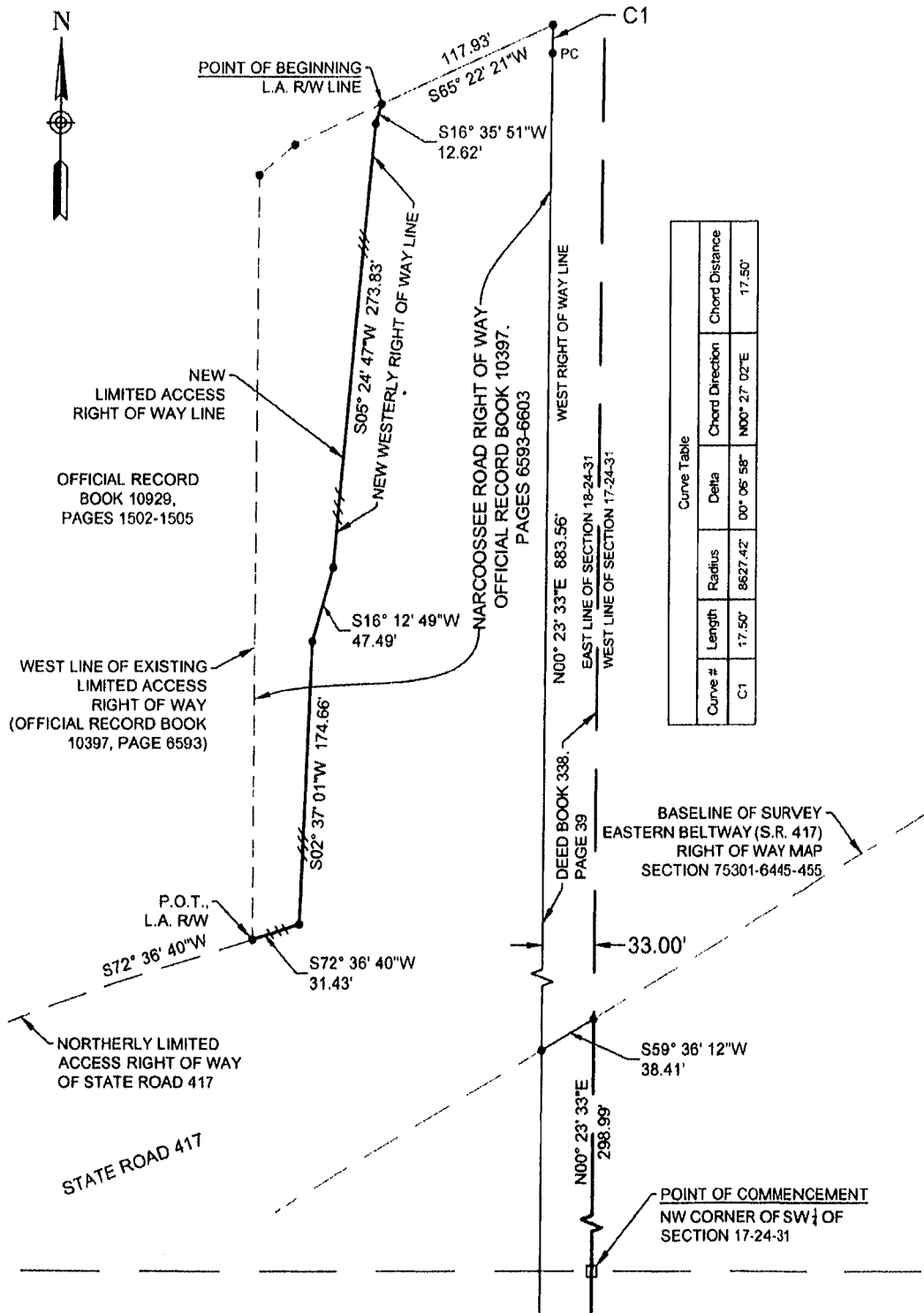
**THIS IS NOT A SURVEY**

PREPARED FOR:  
 Engineering -  
 Survey Section

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940		DRAWING SCALE: N/A
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24			PROJECT NUMBER
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31			7849
REVISION DATE: 3/23/17	7849 Narcoossee Rd.	SHEET 1 OF 2			

**SCHEDULE "A"**  
**SKETCH OF DESCRIPTION FOR**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**TO ESTABLISH LIMITED ACCESS RIGHTS**  
**(CFX PROJECT 455, PARCEL 45-502)**

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



**LEGEND**

- PC POINT OF CURVATURE
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- L.A. LIMITED ACCESS RIGHT OF WAY
- R/W
- CHANGE IN DIRECTION.
- NO POINT SET

**SKETCH AND DESCRIPTION**  
 THIS IS NOT A SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5A-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:**
1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31, BEING  $N 00^{\circ} 23' 33'' E$ , AN ASSUMED BEARING.
  2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
  3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:  
 Engineering -  
 Survey Section

DRAWN BY: Washington  
 CHECKED BY: Muscatello  
 APPROVED BY: Muscatello  
 REVISION DATE: 3/23/17

DATE: 12/20/16  
 JOB No: 7849  
 DRAWING FILE:  
 7849 Narcoossee Rd

SECTION: 18  
 TOWNSHIP: 24  
 RANGE: 31  
 SHEET 2 OF 2

PUBLIC WORKS  
 ENGINEERING DIVISION  
 SURVEY SECTION  
 4200 SOUTH JOHN YOUNG PARKWAY  
 ORLANDO, FLORIDA 32839-9205  
 (407) 838-7940



DRAWING SCALE:  
 1" = 100'  
 PROJECT NUMBER  
 7849

**EXHIBIT "D"**

**Form of Quit Claim Deed to CFX Establishing Eastern L/A Line**

Project: Narcoossee Road @ S. R. 417 Right of Way Transfer (Surplus Property)

**This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.**

**QUIT-CLAIM DEED**

THIS QUIT-CLAIM DEED, Executed on \_\_\_\_\_, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, to Central Florida Expressway Authority, a body politic and corporate, and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, having its principal place of business at 4974 ORL Tower Road, Orlando, Florida 32807, GRANTEE.

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand – including all rights of ingress, egress, light, air, and view to, from, or across the line as described in Schedule "A" – which the said GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in Orange County, Florida, to-wit:

**SEE ATTACHED SCHEDULE "A"**

**Property Appraiser's Parcel Identification Number:**

**unassigned**

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, including all rights of ingress, egress, light, air, and view to, from, or across the line as described in Schedule "A", whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the said GRANTEE forever.



Project: Narcoossee Road @ S. R. 417 Right of Way Transfer (Surplus Property)

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

(Official Seal)

Orange County, Florida  
By Board of County Commissioners

BY: \_\_\_\_\_  
Teresa Jacobs  
Orange County Mayor

DATE: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

**This instrument prepared by:**

Paul Sladek, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

**EXHIBIT "E"**

**Form of CFX's Notice of Partial Release of Western L/A Line**

*(see attached one (1) instrument totaling two (2) pages)*

**Prepared by and Return to:**

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

For recording purposes

SR 417, Project 455  
Parcel 45-502 (Narcoossee Road R/W)

**NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINE**

THIS NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINE (“Notice”) is hereby executed the \_\_\_\_\_ day of \_\_\_\_\_ 2018 by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public corporation and an agency of the State of Florida (“CFX”), whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807.

**RECITALS:**

WHEREAS, CFX is the owner and holder of a limited access line running north along the west side of Narcoossee Road, north of State Road 417 more particularly described as Limited Access Right of Way Parcel 45-502 as acquired by that certain Warranty Deed recorded April 5, 1991 in O.R. 4275, Page 2484 and by Corrective Warranty Deed recorded July 28, 2005 in O.R. Book 8095, page 888, and reserved in Quit-Claim Deed executed April 30, 2012, and recorded June 22, 2012 in O.R. Book 10397, Page 6593 of the public records of Orange County, Florida (the “Original Limited Access Line”); and

WHEREAS, Orange County has conveyed to CFX a new limited access line also along the west side of Narcoossee Road via County Deed recorded as Document number \_\_\_\_\_; and

WHEREAS, CFX is desirous of releasing a portion of the Original Limited Access Line along Narcoossee Road more particularly described on **EXHIBIT “1.”**

**WITNESSETH:**

**NOW, THEREFORE,** in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which CFX hereby acknowledges, the CFX agrees:

SR 417, Project 455  
Parcel 45-502 (Narcoossee Road R/W)

1. **Incorporation.** The foregoing recitals are hereby incorporated into and made a part of this Notice.

2. **Release.** CFX hereby releases and terminates the portion of the Original Limited Access Line represented by the limited access line more particularly set forth on **EXHIBIT "1"** attached hereto and incorporated herein by this reference. It is understood and agreed that nothing contained herein shall be construed to release, discharge or convey any other portion of the limited access line, the remainder of which shall remain and continue in full force and effect.

**IN WITNESS WHEREOF**, CFX has caused this instrument to be executed in the manner and form sufficient to bind it as of the day and year first above written.

**WITNESSES:**

**"CFX"**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Chairman Fred Hawkins

APPROVED AS TO FORM FOR CFX ONLY

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph Passiatore, General Counsel

STATE OF FLORIDA        )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2018 by Fred Hawkins, as Chairman of the Central Florida Expressway Authority,  
a body politic and corporate, and an agency of the state, under the laws of the State of Florida. He  
is personally known to me or has produced \_\_\_\_\_ as identification.


(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Printed Notary Name

MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: October 16, 2018

RE: Developer's Agreement with the City of Apopka and Replat  
Wekiva Parkway Project 429-202, Parcel: Stanton Ridge Subdivision  
Location: S.R. 429 and Belgian Street, West of Plymouth Sorrento Road

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BACKGROUND

As part of the acquisition and construction of Project 429-202, generally referred to as the Wekiva Parkway, CFX acquired property that had been platted in 2006 as the Stanton Ridge Subdivision ("2006 Plat") with 65 lots and two internal roads known as Klamath Loop and Kiowa Avenue. Access to the subdivision was from Plymouth Sorrento Road to Belgian Street. The 2006 Plat dedicated the internal roads and the utility easements to the public. For reference, a portion of the 2006 Plat is attached as **Exhibit A**.

The new Wekiva Parkway was built over the eastern half of the Stanton Ridge Subdivision and over portions of Belgian Street and Kiowa Road. Because of the Wekiva Parkway, access to the subdivision is still via Belgian Street, but Belgian Street is now a bridge over the Wekiva Parkway. In addition, the Wekiva Parkway impacted access to two flag-shaped parcels, parcels 112 and 113, with access via Plymouth Sorrento Road. Since the Wekiva Parkway severed access from the flag-shaped driveways to parcels 112 and 113, access was reestablished via Belgian Street to Kiowa Avenue, which was extended to a cul de sac abutting parcels 112 and 113. Aerials are attached as **Composite Exhibit B**.

In order to vacate the local roads underneath the newly constructed Wekiva Parkway and to dedicate the rerouted or extended local roads to the City of Apopka, it is necessary to replace the existing Stanton Ridge Subdivision Plat with a revised plat. Since the process of re-platting an existing subdivision can be complicated, Scott Glass, Esq., with Shutts & Bowen, was retained to represent CFX. Mr. Glass did an excellent job preparing, submitting, and revising the plat and developer's agreement and attending the pertinent meetings and hearings at the City of Apopka.

The City of Apopka has already approved the form of the Stanton Ridge Developer's Agreement, a copy of which is attached as **Exhibit C**. The Developer's Agreement addresses the vacation of the 2006 Plat, the approval of the final development plan, and the new plat. Many of the requirements usually submitted with a final development plan were not necessary since the subdivision had already been platted. Other requirements, such as the maintenance of the storm water management system, emergency access, and landscaping, will continue with CFX until such

time as the property is sold. In the event of vertical construction, additional obligations will be imposed by the City.

The approval of the attached Stanton Ridge Developer's Agreement is in the best interest of CFX. The Developer's Agreement vacates the existing plat, including the dedication of the local roads under the Wekiva Parkway, and dedicates the existing local roads to the City of Apopka. CFX's general engineering consultant ("GEC") has or will certify that the dedication of the local roads to the City of Apopka will not impede or restrict the current or future use of the CFX's Expressway System.

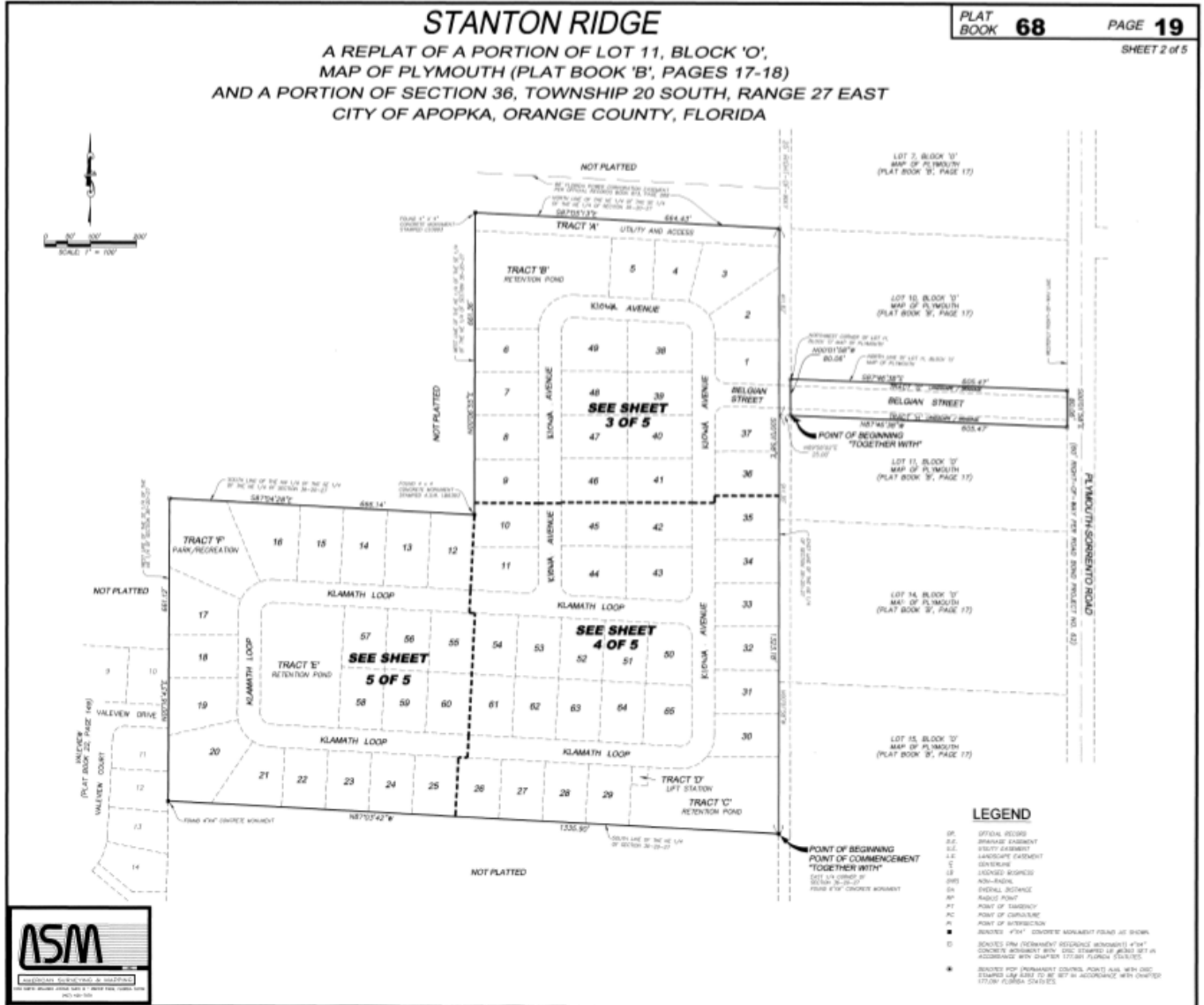
### **REQUEST**

We request the Committee's recommendation for Board approval of the Stanton Ridge Developer's Agreement between City of Apopka and Central Florida Expressway Authority in a form substantially similar to the attached agreement, the Stanton Ridge Replat and any additional and ancillary documents to finalize the replatting process.

### **Exhibits**

- A. Excerpt of the 2006 Stanton Ridge Plat
- B. Aerials
- C. Stanton Ridge Developer's Agreement and Replat

EXHIBIT A. 2006 STANTON RIDGE PLAT



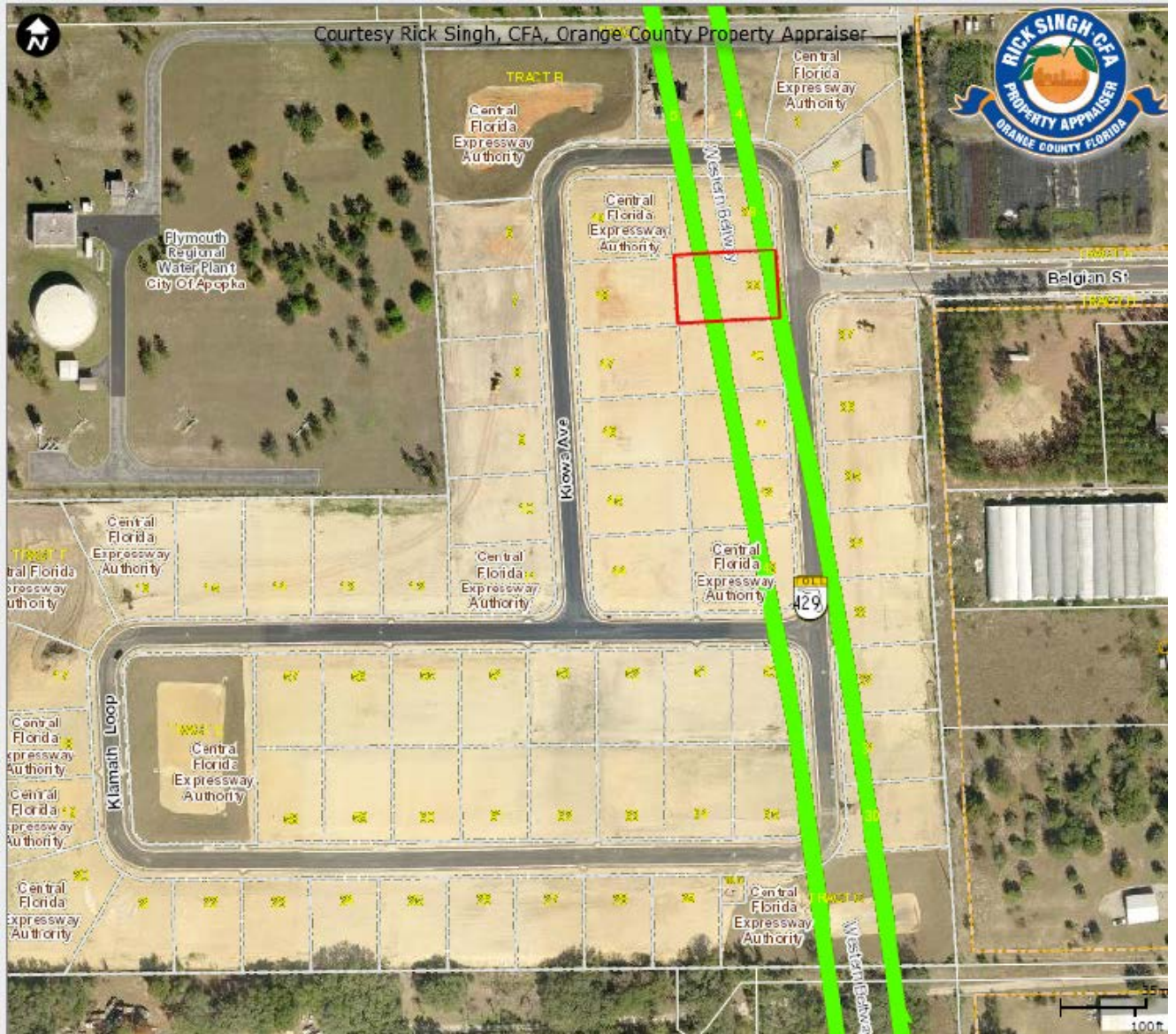
**COMPOSITE EXHIBIT B**

**AERIAL OF STANTON RIDGE SUBDIVISION FROM 2007**

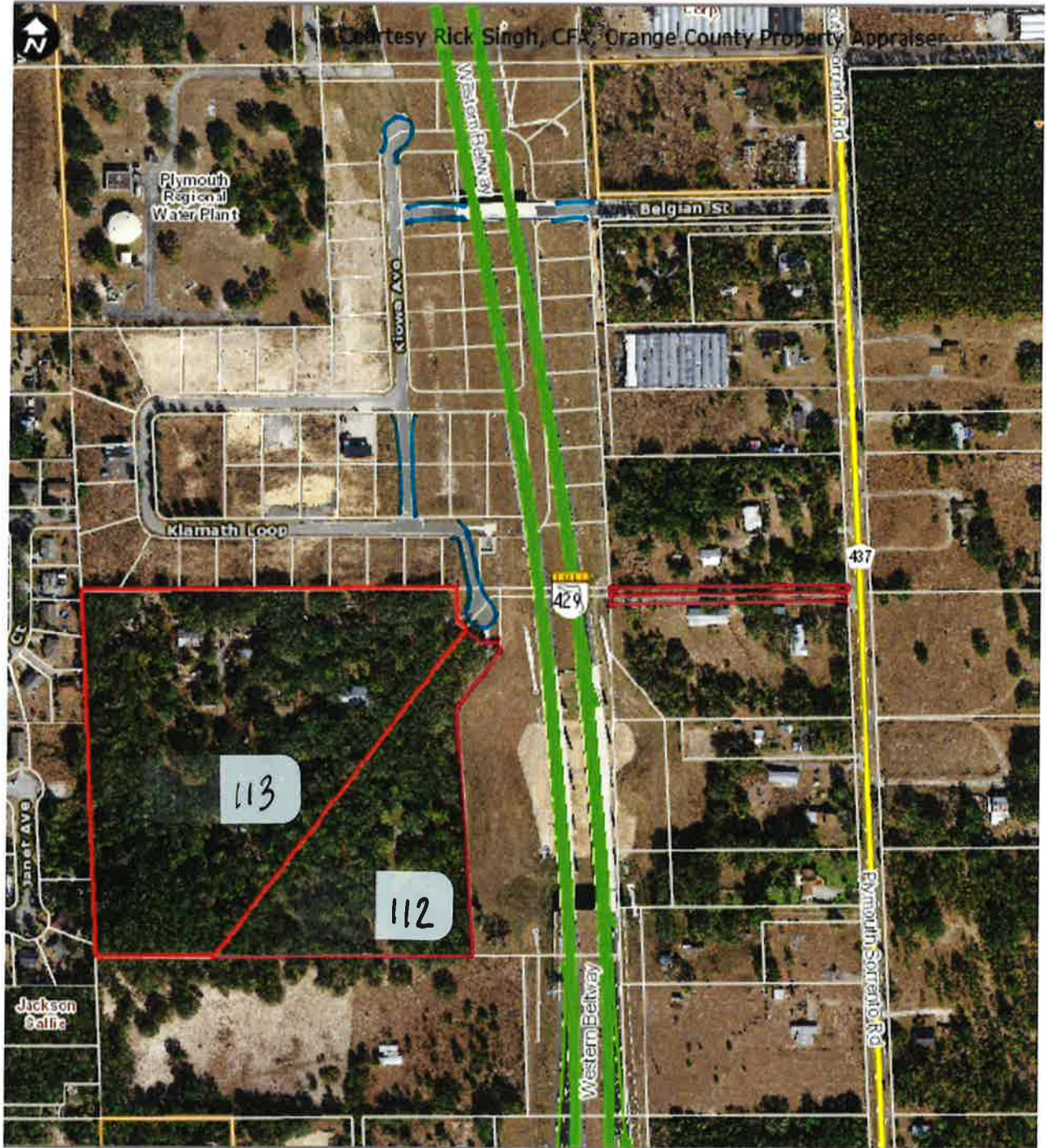




### AERIAL OF STANTON RIDGE SUBDIVISION FROM 2007 WITH THE WEKIVA PARKWAY SUPERIMPOSED



**CURRENT AERIAL OF STANTON RIDGE SUBDIVISION SHOWING  
THE CUL DE SAC FOR TWO PARCELS TO THE SOUTH**



**EXHIBIT C**

**STANTON RIDGE DEVELOPER'S AGREEMENT**



120 EAST MAIN STREET · APOPKA, FLORIDA 32703-5346  
PHONE (407) 703-1700

August 6, 2018

Linda Brehmer Lanosa  
Deputy General Counsel  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807

2018 AUG 10 PM 4:08

**RE: Stanton Ridge Developer's Agreement for Signature**

Dear Ms. Lanosa:

Please have the Stanton Ridge Developer's Agreement (attached) signed by the Central Florida Expressway Authority, and return to Jeannie Green, Community Development Department, at the above address.

Thank you for your assistance.

Sincerely,

David B. Moon, AICP  
Planning Manager

attachment

**STANTON RIDGE DEVELOPER'S AGREEMENT**

THIS STANTON RIDGE DEVELOPER'S AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF APOPKA, a municipal corporation existing under the laws of the State of Florida and having a principal address of 120 Main Street, Apopka, Florida 32703 (the "City") and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, an agency of the State of Florida created pursuant to Part V, Chapter 348, Florida Statutes and having a principal address of 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"). CFX and the City are sometimes together referred to herein as the "Parties," and separately as the "Party," as the context requires.

**WITNESSETH:**

**WHEREAS**, CFX operates the Central Florida Expressway System, a system of limited access toll roads; and

**WHEREAS**, CFX has constructed, and continues to construct, portions of the Wekiva Parkway as described in Section 348.7546, Florida Statutes, as a limited access toll road beginning at the S.R. 429 interchange at U.S. 441 in Apopka, continuing north and then east, together with all necessary frontage roads, approaches, bridges and avenues of access (the "Wekiva Parkway"); and

**WHEREAS**, in order to construct the Wekiva Parkway, CFX has had to acquire property therefore, including certain real property located within the City and more fully described as:

**Lots 1 through 65, inclusive, of STANTON RIDGE, according to the Plat thereof as recorded in Plat Book 68, Pages 18-22, Public Records of Orange County, Florida,**

(the "Residential Lots"), and

**Tracts A, B, C, E, F, G and H of STANTON RIDGE, according to the Plat thereof as recorded in Plat Book 68, Pages 18-22, Public Records of Orange County, Florida,**

(the "Common Area") (the Residential Lots and the Common Area are collectively referred to herein as the "Stanton Ridge Property"); and

**WHEREAS**, at the time of CFX's purchase, the Stanton Ridge Property was being developed pursuant to an approved development plan ("Original Plan"); and

**WHEREAS**, in addition to the Stanton Ridge Property the plat of the Stanton Ridge subdivision, as recorded in Plat Book 68, Pages 18-22, Public Records of Orange County, Florida (the "Original Plat") includes a lift station site known as Tract 'D' (the "Lift Station") which is owned by the City, various rights-of-way dedicated to the perpetual use of the public and various utility easements (collectively hereafter referred to as "City Property" for convenience, and not necessarily as indicia of fee ownership); and

**WHEREAS**, the Stanton Ridge Property and the City Property collectively comprise all of the property depicted and included in the Original Plat as depicted in **Exhibit "A"** attached hereto and incorporated herein; and

**WHEREAS**, in addition to acquiring the Stanton Ridge Property CFX also acquired land located adjacent to the southeast corner of the Stanton Ridge Property and constructed a cul-de-sac thereon (the "Cul-de-sac Parcel") in order to provide a route of ingress and egress to two parcels of land to the south which would have otherwise become land-locked by construction of the Wekiva Parkway; and

**WHEREAS**, CFX has used the Stanton Ridge Property as a staging area and for temporary on-site construction management offices and has, in order to maintain the functionality of the Stanton Ridge Property during construction of the Wekiva Parkway, demolished, reconfigured and reconstructed certain streets within the Stanton Ridge Subdivision, including elevating Belgian Street to cross over Wekiva Parkway on a bridge constructed and owned by CFX, all as shown on the aerial photograph attached hereto and incorporated herein as **Exhibit "B;"** and,

**WHEREAS**, only the eastern portion of the property depicted on the Original Plat is actually being used for Wekiva Parkway limited access right-of-way (the "Limited Access ROW"); and,

**WHEREAS**, CFX intends to retain ownership of the Limited Access ROW but declare the balance of the Stanton Ridge Property, as legally described in **Exhibit "C,"** attached hereto and incorporated herein, surplus (the "Surplus Property") and dispose of it pursuant to CFX's adopted policies and procedures; and,

**WHEREAS**, in order to remove the Limited Access ROW from its current platted status, add the Cul-de-sac Property, dedicate rights-of-way to the City of Apopka and establish and re-establish appropriate and necessary utility and drainage easements for the reconfigured Stanton Ridge Subdivision, CFX desires to vacate the Original Plat and replace it with a new plat of Stanton Ridge (the "New Plat"), as generally depicted on **Exhibit "D,"** attached hereto and incorporated herein; and,

**WHEREAS**, the City has determined that it is in the best interest of the City to vacate the Original Plat and approve the New Plat; and,

**WHEREAS**, CFX has prepared and submitted an Amended Final Development Plan (the “Final Development Plan”) for the Surplus Property, a copy of which is attached hereto and incorporated herein as **Exhibit “E;”** and,

**WHEREAS**, the City recognizes that much of the Stanton Ridge Property has gone unchanged since the approval of the Original Plan, and that CFX need not resubmit all materials provided in the review of the Original Plan which would normally be required for approval under the City of Apopka Land Development Code (the “LDC”); and,

**WHEREAS**, CFX and the City desire to enter into this Agreement in the spirit of cooperation and for the purpose of memorializing their agreement as to which platting and pre-development tasks shall be performed by CFX and which shall be deferred to the developer(s) or single-family homebuilder(s) who purchase the Surplus Property (the “Developer”).

**NOW THEREFORE**, in consideration of the mutual benefits and conditions, promises and covenants hereinafter set forth, and for other good and valuable consideration acknowledged hereto by the Parties, the Parties agree as follows:

## ARTICLE I

### INCORPORATION OF RECITALS, AUTHORITY OF PARTIES

**Section 1.01. Recitals.** The foregoing recitals are true and correct and are hereby incorporated as terms of this Agreement.

**Section 1.02. City’s Authority.** This Agreement is entered into by the City under the home rule powers granted to it by the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapters 163 and 166, Florida Statutes), and the City’s Municipal Code. This Agreement does not constitute a “development agreement” under the Florida Local Government Development Agreement Act or under the City’s Land Development Regulations.

**Section 1.03. CFX’s Authority.** This Agreement is entered into by CFX pursuant to authority granted CFX under Section 348.754, Florida Statutes, to make and enter into contracts or other transactions and to do all acts and things necessary or convenient for the conduct of its business and for carrying out the purposes of the Central Florida Expressway Authority.

## ARTICLE II

### REPRESENTATIONS

**Section 2.01 Representations of CFX.** CFX makes the following representations as the basis for its undertakings contained herein:

A. CFX is duly organized and validly existing as a body politic and corporate and agency of the State of Florida.

B. CFX has full power and authority to enter into this Agreement and to carry out its obligations hereunder.

C. CFX is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement.

D. CFX's governing board has duly authorized the execution and delivery of this Agreement.

E. To CFX's knowledge, the authorization, execution and delivery of this Agreement and compliance by CFX with the provisions herein will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to CFX or its affairs, or any ordinance, resolution, agreement or other instrument to which CFX is subject or by which it is bound.

F. CFX enters this Agreement with the following objectives:

1. To obtain from City timely reviews and approvals for its plat and development applications; and
2. To clarify and establish CFX's rights and obligations regarding the Stanton Ridge Property, and any other infrastructure thereon; and
3. To rectify the legal properties of the Stanton Ridge Property such that the associated platting, easements, and other legalities reflect the current status of the Property; and
4. To prepare the Surplus Property for sale to the Developer.

**Section 2.02 Representations of City.** The City makes the following representations as the basis for its undertakings contained herein:

A. City is duly organized and validly existing as a municipal corporation under the laws of the State of Florida.

B. City has full power and authority to enter into this Agreement and to carry out its obligations hereunder.

C. City is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement.

D. The Apopka City Council (the "Council") has duly authorized the execution and delivery of this Agreement.

E. To the City's knowledge, the authorization, execution and delivery of this Agreement and compliance by the City with the provisions herein will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or



any provision of the Constitution or laws of the State of Florida relating to the City or its affairs, or any ordinance, resolution, agreement or other instrument to which the City is subject or by which it is bound.

F. The City enters this Agreement with the following objectives:

1. To ensure timely and orderly development of the Surplus Property; and
2. To ensure that the City retains the option to extend Kiowa Avenue southward, providing access to properties south of the Surplus Property; and
3. To ensure that CFX and any assignees properly maintain the Bridge over the Limited Access ROW.

### ARTICLE III

#### DEVELOPMENT PLAN, PLATTING AND MAINTENANCE OBLIGATIONS

**Section 3.01 Vacation of Original Plat.** CFX has submitted a petition to vacate the Original Plat pursuant to section 12.02.06 D. of the LDC with a request that the vacation become effective immediately prior to approval of the New Plat. City agrees, as owner of the Lift Station to join in the Petition to Vacate and shall process the petition in accordance with all applicable provisions of the LDC. Should the vacation of the Original Plat be recorded prior to the recording of the New Plat, the City shall have the right to travel over the Stanton Ridge Property to the extent necessary to access the Lift Station. This right shall automatically terminate upon the recording of the New Plat, which shall provide the City with a right to access the Lift Station. No other rights held by the City shall be affected by this provision.

**Section 3.02 Development Plan.** CFX has submitted a Final Development Plan for review and approval in accordance with the provisions set forth in section 12.02.00 of the LDC provided, however, CFX need not provide the following materials usually required for final development plan approval under section 12.02.04 C.1. of the LDC, as the requirements are considered satisfied by the materials supporting the Original Plan:

- r. Any formal commitments, including, but not limited to contribution to off-site public facilities impacts;
- s. Density calculations for all existing and/or proposed building, paving and landscaping areas. Percentages are to be broken down into two categories: pervious and impervious;
- u. Project address;
- w. Any proposed phasing of development.

CFX further need not submit any of the items ordinarily required to be included in a development plan under sections 12.02.04 C.2., "Building and structures," and 12.02.04 C.3., "Streets, sidewalks, driveways, parking areas and loading/unloading areas," provided, however, that CFX

shall include as-built drawings of any modifications or additions CFX has made to the existing streets, sidewalks, storm water management system, potable water lines, wastewater lines, reuse lines, parking areas, or driveways, if any, such that, with the original as-built plans previously submitted to the City regarding the Stanton Ridge Subdivision the City shall have a complete set of plans for such subdivision infrastructure.

Additionally, in light of the prior approval of the Stanton Ridge subdivision and the prior construction and installation of infrastructure, as well as the substantial reduction in the number of residential lots, CFX need not submit the following items ordinarily required pursuant to section 12.02.04 C., inasmuch as each has been previously provided with the Original Plat or otherwise satisfied during the review of the Original Plan:

4. Traffic impact analysis in accordance with section 6.02.04 of the LDC;
6. Soils: a. A soil classification map as an overlay, and b. Soil analysis by a qualified geotechnical professional engineer;
7. Erosion Control. Provision for the adequate control of erosion and sediment, indicating the location and description of the methods to be utilized during and after all phases of clearing, and construction;
8. Limits of floodplain for 100 year flood elevation;
9. Water, reclaimed water and sewer facilities (except to the extent CFX has added to or modified the same prior to selling the Surplus Property to the Developer);
10. Solid waste;
11. Arbor, tree removal, land clearing, landscape buffers, and landscaping in accordance with the LDC (except as may otherwise be specifically provided in this Agreement);
12. Recreation and open space (except to the extent they are conceptually noted on the Final Development Plan, but no specific recreational facilities details need be provided at this point);
16. Historic and archaeologic sites; and,
18. Sign, size and location in accordance with the LDC.

Following approval of the Final Development Plan, any deviation from those materials considered satisfied by the materials supporting the Original Plan shall require approval by the City as provided under the LDC.

**Section 3.03 Review and Approval of Final Development Plan and New Plat.** The City agrees that the Final Development Plan shall be reviewed in accordance with the procedures set forth in the LDC. Upon completion of the review and approval process this Agreement shall be modified by substituting the final version of the approved Final Development Plan as Exhibit

“E” and further amended to incorporate any additional conditions or modifications agreed to by the Parties during the review and approval process. City further agrees to process the petitions for the vacation and new platting (“Plat Amendments”) simultaneously. The Plat Amendments shall be recorded within 90 days following Council approval of said amendments. The Plat Amendments shall not be recorded until both Parties sign this Agreement. In no event shall the New Plat be recorded until after the Original Plat has been vacated.

**Section 3.04 Storm Water Management System.** CFX has modified the originally approved Storm Water Management System (“SWMS”) by relocating the approved stormwater pond and making other adjustments thereto as necessary to facilitate construction of the Wekiva Parkway and reconfiguration of the SWMS on the Surplus Property. The obligation to comply with the St. Johns River Water Management District (“SJRWMD”) permit and maintain the SWMS shall continue with CFX until such time as the Surplus Property is sold, at which time the SJRWMD permit, as well as all plans, surveys and other documents related to the SWMS, shall be transferred to the purchaser or to a homeowners association or other appropriate entity. Thereafter, the purchaser, the homeowners association or other approved entity shall be solely responsible for compliance with the SJRWMD permit and maintaining the SWMS.

**Section 3.05 Provision and Maintenance of Emergency Access.** CFX shall dedicate an emergency access route to the City on the New Plat, in a location acceptable to the City, in order to provide ingress and egress to the Surplus Property in the event Belgian Street is for any reason unavailable. The same entity which has responsibility for maintaining the SWMS shall be responsible for maintaining the emergency access area.

**Section 3.06 Belgian Street.** The Original Plat dedicated a 50’ by 605.47’ public right-of-way known as Belgian Street. It also created a 15’ by 605.47’ landscape and drainage tract on the north side of Belgian Street known as Tract “G” and a 15’ by 605.47’ landscape and drainage tract on the south side known as Tract “H.” The New Plat, which is attached hereto as Exhibit “D”, shall dedicate and convey the former Belgian Street that is outside the limits of the Wekiva Parkway and the former Tracts “G” and “H” to the City, provided, however, such dedication and conveyance shall be subject to reservation of a perpetual easement for construction and maintenance of a Stanton Ridge Subdivision entry feature/sign within the easternmost 30’ of the former Tract “G” and the easternmost 30’ of the former Tract “H.” The same entity which has responsibility for maintaining the SWMS shall be responsible for maintaining the existing landscaping along Belgian Street until such time as the City approves development of adjacent properties, at which time the City intends to vacate the 15’ of adjacent Belgian Street right-of-way and convey same to the adjacent property owners subject to the aforementioned reservation of easement. Thereafter the responsibility for maintaining said landscaping shall fall upon the Developer. City shall notify Stanton Ridge Homeowners Association, Inc. or its successor (the “HOA”) of its transfer of such 15’ strips of right-of-way and the termination of the landscape maintenance obligation related thereto. A note shall be placed on the face of the New Plat reflecting the foregoing.

**Section 3.07 Bridge Over Limited Access Property.** CFX has constructed a bridge and roadway over the Limited Access ROW to connect Belgian Street to the east to the Surplus Property to the west (the “Bridge”). CFX shall be responsible for maintaining (1) the Bridge

structure per se, including bridge decks and approach slabs, (2) the retaining walls and associated embankment within CFX's right-of-way, and (3) the underdeck and ramp lighting, in good condition and repair in accordance with generally accepted standards in the transportation infrastructure industry. City shall be responsible for maintenance of (1) the roadway, (2) side slopes to the limited access right-of-way fence line, (3) signalization and bridge lighting above deck if applicable, (4) striping and pavement markings on the approach slabs and the bridge deck, (5) walkways, and (6) other maintenance activities, such as cleaning, sweeping, pothole patching, periodic resurfacing as needed, all in accordance with the City's customary maintenance of local roads within its jurisdiction. CFX and the City may enter into a separate maintenance agreement (the "Maintenance Agreement") further delineating each Party's maintenance responsibilities.

**Section 3.08 No Access Rights From Surplus Property Onto Limited Access Property.** There shall be no right of direct access from the Surplus Property onto, over, under or through the Limited Access Parcel except via Belgian Street over the aforementioned bridge. The New Plat shall contain a note dedicating all access rights from the Surplus Property onto, over, under or through the Limited Access Parcel to CFX except as specifically provided herein. The New Plat shall expressly state that, "CFX RESERVES ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY S.R. 429 RIGHT-OF-WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT-OF-WAY. CFX is not conveying or restoring abutter's rights including, without limitation, any claims for air, light and view between the Surplus Property and CFX's property."

**Section 3.09 Amendment of Declaration of Covenants, Conditions, Restrictions and Easements.** The Stanton Ridge Property is currently subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Stanton Ridge, recorded in Book 9062, Page 3720 of the Official Records of Orange County, Florida (the "Declaration"). Prior to conveying the Surplus Property to the Developer, CFX shall prepare an amendment to the Declaration to remove the Limited Access Property and make such other revisions as are necessary to reflect the Final Development Plan for the Surplus Property. Such amendment shall also impose an obligation on the HOA to maintain the connection on Kiowa Avenue providing access to the properties located adjacent to the Surplus Property on the south. CFX shall submit the proposed amendment to the City for review and approval prior to executing and recording the same.

**Section 3.10 Future Extension of Kiowa Avenue.** In addition to the amendments described in Section 3.09, CFX shall prepare an amendment to the Declaration to add a disclosure statement that the City has the sole option to extend Kiowa Avenue southward to provide a connection to those parcels south of the Surplus Property, and that the HOA may not object to such extension. Such amendment shall also impose an obligation on the HOA to refrain from objecting to any extension of Kiowa Avenue by the City. CFX shall submit the proposed amendment to the City for review and approval prior to executing and recording the same or conveying the Surplus Property to the Developer.

## ARTICLE IV

### ADDITIONAL DEVELOPMENT OBLIGATIONS OF CFX'S SUCCESSOR

**Section 4.01 Development Approvals.** This Agreement shall in no manner constitute development approval regarding the Surplus Property. Prior to issuance of any vertical building permits, the Developer must:

1. Obtain addresses;
2. Submit the following plans to City for approval, and have the same approved, each in compliance with their respective provisions of the LDC:
  - a. A recreational facilities plan;
  - b. A landscape plan;
  - c. A hardscape plan;
  - d. An irrigation plan;
  - e. A site plan for the entry feature;
  - f. A lighting plan; and,
  - g. A building elevation plan.
3. Satisfy the LDC §6.05.00, D.1.a. requirement for fencing retention ponds by installing a six foot wrought iron style fence with columns at 60 feet on center; and, erecting a 6-foot high wall, constructed of solid brick, stone, or other material that is durable and nearly maintenance free, adjacent to the limited access right-of-way in a 10 foot landscape easement or tract as shown on the plat and which is dedicated to and will be maintained by the homeowners association; and
4. Submit a certificate of completion for all required subdivision infrastructure, including the Common Area and irrigation system as described in the irrigation plan approved under subpart (2)(d) of this section, or otherwise post a performance bond as described in LDC §12.02.06 C.1.

Prior to the issuance of the 25th building permit, the Developer must:

1. Complete construction of the recreational facilities pursuant to the recreational facilities plan provided under subpart (2)(a) of this section; and
2. Complete any requirements delayed pursuant to the posting of a performance bond.

**Section 4.02 No Conveyance of Lots Prior to Amendments of Declaration and Re-activation of Homeowners Association.** No residential building permits shall be issued before an appropriate amendment, approved by the City, has been made to the Declaration and recorded among the Official Records of Orange County, Florida as provided in Sections 3.09 and 3.10 of this Agreement and until the HOA has been re-instated and is in good standing with the Florida Division of Corporations, or another homeowners association has been incorporated and assumed all obligations and responsibilities formerly assigned to the HOA by the Declaration and as required by the LDC.

**Section 4.03 Compliance With Other Laws.** This Agreement shall not operate as a limitation on the City to require the Developer to comply with all applicable laws, ordinances, resolutions and regulations of either the United States, the State of Florida, Orange County or the City regulating the development of the Surplus Property in accordance with this Agreement to the extent that same are not specifically addressed herein, nor shall the failure of this Agreement to address any particular requirement act to relieve the Developer from complying with any development requirement, condition, term or restriction.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

**Section 5.01 Binding Agreement on Successors.** This Agreement shall be binding upon the City and CFX and their respective assigns and successors in interest, including the Developer. The rights and obligations set forth in this Agreement shall run with the Surplus Property and be binding on all successors and/or assigns. The Parties hereby covenant that they will enforce this Agreement and that it is a legal, valid and binding agreement. Upon conveyance by CFX of the Surplus Property to the Developer, Developer shall assume all of CFX's obligations under 5.04 (Default), 5.05 (Attorney's Fees), and 5.20 (Mutual Cooperation), and CFX shall automatically be released from same.

**Section 5.02 Consistency with City's Comprehensive Plan.** City hereby finds that this Agreement is consistent with the City's Comprehensive Plan and other City governing documents, and is a legislative act of the Council. City further finds that this Agreement promotes the public health, safety, and welfare, and is consistent with, and a proper exercise of, City's powers under the Municipal Home Rule Powers Act, as provided in Section 2(b), Article VIII of the Florida Constitution, Chapter 166.021, *Florida Statutes*, and City's police powers.

**Section 5.03 Omitted.**

**Section 5.04 Default.** Failure by either Party to perform any of its obligations hereunder, including the failure of the Developer or CFX to diligently prosecute or perform its obligations hereunder, shall constitute a default, entitling any non-defaulting Party to pursue such remedies as may be available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief or termination hereof. Prior to termination of this Agreement or either Party filing an action as a result of a default under this Agreement, the non-defaulting Party shall first provide the defaulting Party with written notice of said default. Upon

receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity in which to cure the default, except where otherwise provided herein.

**Section 5.05 Attorneys' Fees.** In the event of default, the prevailing Party shall have the right to recover all reasonable attorneys' fees and court costs incurred as a result thereof, in addition to all other remedies provided herein.

**Section 5.06 Bankruptcy.** In the event (a) an order or decree is entered appointing a receiver for CFX or its assets or (b) a petition is filed by CFX for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then City shall have the right to terminate immediately this Agreement and accelerate, making immediately due and payable, all sums levied against the Property at the time of the occurrence of an event described in (a) or (b) above. The occurrence of an event described in (a) or (b) above shall not afford any person the right to refuse, discontinue or defer payment of said sums or to challenge their validity.

**Section 5.07 No Liability or Monetary Remedy.** CFX hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on City, and that City bears no liability for direct, indirect or consequential damages. The only remedy available to CFX for any breach by City is one of mandamus to require City's specific performance under the terms and conditions of this Agreement.

**Section 5.08 Waiver.** The failure of either Party hereto to insist upon or enforce any right or privilege granted hereunder shall not constitute or operate as a waiver thereof and nothing shall constitute a waiver of any Party's right to insist upon strict compliance with the terms hereof provided, however, that any Party may, in writing, waive the benefit of any provision or condition for its benefit which is contained herein. Waivers of material provisions of this Agreement or the City's Land Development Regulations will be valid and binding against the City only if approved by a vote of the Council. Waivers of material provisions of this Agreement will be valid and binding against CFX only if approved by a vote of CFX's governing board.

**Section 5.09 Notices.** Any notices required or permitted by law or by this Agreement to be given to the Parties shall be in writing and may be given by either personal delivery or by registered or certified U.S. Mail sent return receipt requested, or by a recognized overnight courier service. Notices shall be sent to the Parties at the addresses set forth below or at such other addresses as the Parties shall designate to each other from time to time in writing.

If to the City: Edward Bass  
City Administrator  
City of Apopka  
120 East Main Street  
Apopka, FL 32703

With a copy to: Cliff Shepard  
Shepard, Smith & Cassady, P.A.

2300 Maitland Center Parkway, Ste. 100  
Maitland, FL 32751

If to CFX: Laura Kelley  
Executive Director  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

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

Any notice or demand given, delivered or made by certified mail shall be deemed so given, delivered or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed or made on the date of actual receipt. Any notice, demand or document that is personally delivered shall be deemed to be delivered upon receipt by the Party to whom the same is given, delivered or made. Notices given by electronic mail or facsimile shall not be deemed effective for purposes of this Agreement.

**Section 5.10 Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subjects contemplated herein and it supersedes all prior understandings or agreements between the Parties relating to this Agreement. No amendment to the terms of this Agreement shall be effective unless in writing signed by all Parties hereto. Amendments to this Agreement will take effect and will be binding against the City only if approved by a vote of the Council. Amendments to this Agreement will take effect and will be binding against CFX only if approved by a vote of CFX Board.

**Section 5.11 Effective Date and Recording.** This Agreement shall become effective when executed by both Parties and recorded among the Official Records of Orange County. CFX shall promptly record this Agreement at CFX's sole expense and shall provide a copy of the recorded Agreement to City for its records. CFX shall pay all recording costs associated with the performance of this Agreement.

**Section 5.12 Relationship of the Parties.** The relationship of the parties to this Agreement is contractual and at arm's length. Neither Party shall be deemed an agent of the other for any purpose. Nothing herein shall be deemed to create a partnership or principal-agent relationship among the Parties and no Party is authorized to in any way represent to a third Party that such Party is a partner, agent or representative of the other Party with regard to any subject or matter covered by this Agreement.

**Section 5.13 Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of either Party's right to sovereign immunity, or any other limitation of the Parties' potential liability under local, state or federal law.



**Section 5.14 Interpretation.** The Parties acknowledge and agree that they have both participated equally in the drafting of this Agreement and no Party shall be favored or disfavored in the interpretation of this Agreement.

**Section 5.15 No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and their respective successors and assigns. This Agreement shall not be construed in any way whatsoever as creating any rights in favor of any third party.

**Section 5.16 Strict Performance; Time is of the Essence.** Strict compliance shall be required with each and every provision of this Agreement. The Parties agree that failure to perform the obligations established in this Agreement shall result in irreparable damage, and that specific performance of these obligations may be obtained by suit in equity in addition to any other remedy permitted at law or in equity for breach of contract. Time is of the essence of this Agreement.

**Section 5.17 Governing Law.** This Agreement shall be governed by the law of the State of Florida. Venue for any judicial proceeding pertaining to this Agreement shall be in the Ninth Judicial Circuit in and for Orange County, Florida. The Parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

**Section 5.18 Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

**Section 5.19 Termination.** In the event that the City does not approve a Final Development Plan substantially in compliance with the Development Plan attached hereto or fails to approve the New Plat, then CFX may terminate this Agreement upon recording an instrument, executed by CFX only, stating CFX's intent to so terminate.

**Section 5.20 Mutual Cooperation and Instrument of Further Assurance.** City and CFX covenant and agree that they shall mutually cooperate one with the other to effect the intent and purpose of this Agreement and that each will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged, and delivered such acts, instruments and transfers as may reasonably be required for the reasonable performance of their obligations hereunder.

**Section 5.21 Prepaid Impact Fees.** CFX's predecessor-in-interest paid sewer impact fees, water impact fees, reclaim water impact fees, traffic impact fees, recreation impact fees and school impact fees for 4 lots (3 model home lots and one sales trailer lot), and also prepaid sewer and water impact fees on 26 lots (6.5 lots on February 13, 2006; 13 lots on April 11, 2006; and, 6.5 lots on September 14, 2006). Thus, the Surplus Property has the following credits available as of the date of this Agreement: Water = 30 units; Sewer = 30 units; Reclaim water = 4 units; Traffic = 4 units; Recreation = 4 units; Fire = 0 units; Police = 0 units; and, Orange County School = 4 units (subject to confirmation by Orange County Public Schools). These credits shall be applied by City as CFX's successor-in-interest pulls building permits. Upon exhaustion of credits current impact fees shall be assessed and must be paid prior to the issuance of additional building permits.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK  
WITH SIGNATURE PAGES FOLLOWING**

IN WITNESS WHEREOF, CFX and City have caused this Agreement to be executed by their lawful representatives, hereunto duly authorized, on the dates set forth below.

Signed, sealed and delivered  
in our presence as witnesses:

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Approved as to form for execution by the  
Authorized Signatory of the Central Florida  
Expressway Authority

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
General Counsel

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
201\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of CENTRAL  
FLORIDA EXPRESSWAY AUTHORITY, on behalf of the agency, who is personally known to  
me or has produced \_\_\_\_\_ as identification and who did/did not  
take an oath.

\_\_\_\_\_  
Notary Public

Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My commission expires \_\_\_\_\_

2018 AUG 10 PM 4:08

Signed, sealed and delivered  
in our presence as witnesses:

Susan M. Bone  
Susan M. Bone  
(Print Name)

Linda F. Goff  
Linda F. Goff

CITY OF APOPKA, FLORIDA

By: Bryan Nelson  
Print Name Bryan Nelson

Title: Mayor

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of August, 2018, by Bryan Nelson as Mayor of CITY OF APOPKA, FLORIDA, on behalf of the city, who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Linda F. Goff  
Notary Public



Notary Public, State of Florida  
Commission No. FF994463  
My commission expires 7/4/2020

**EXHIBIT "A"**

(Original Plat of Stanton Ridge")



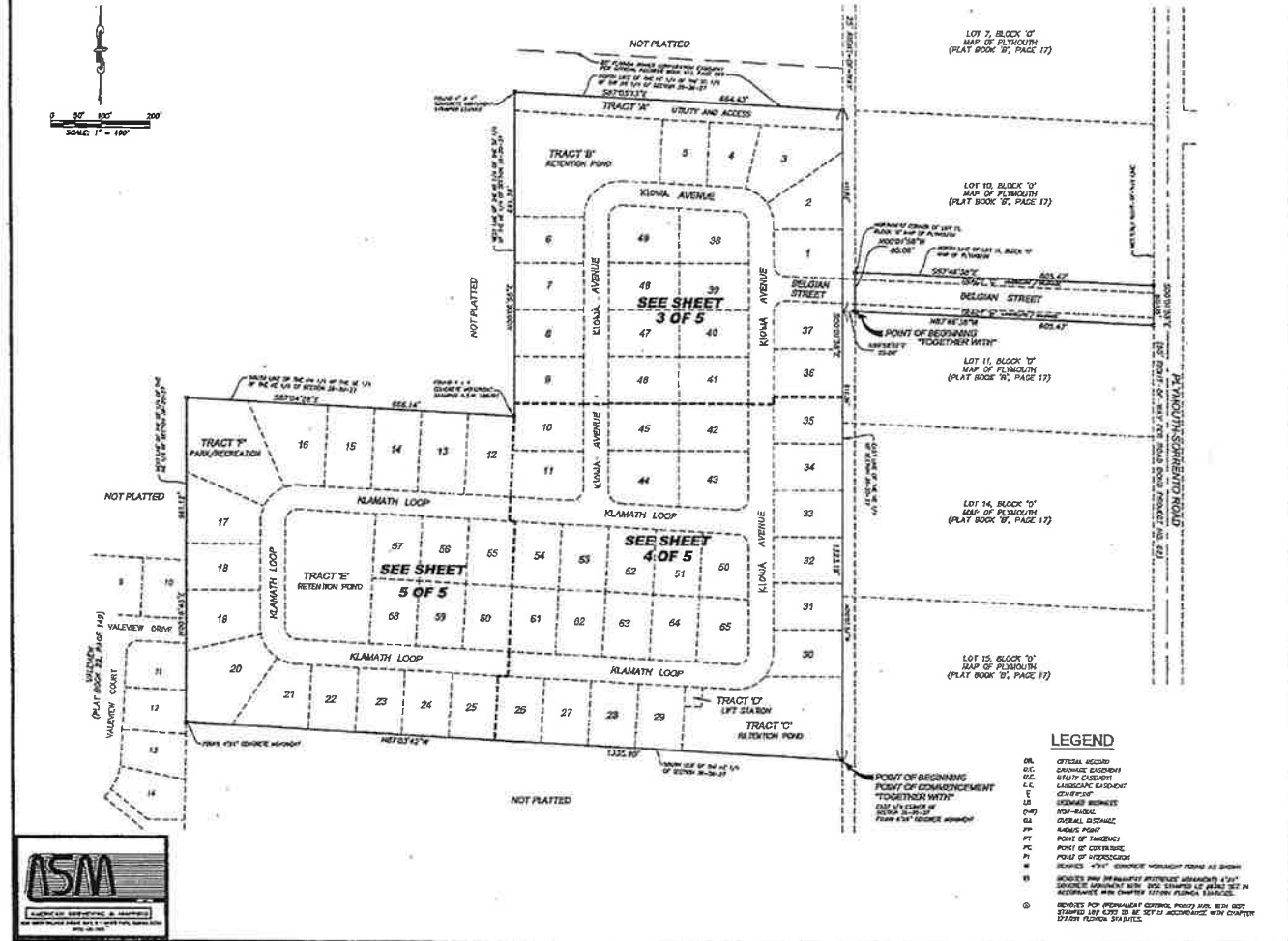
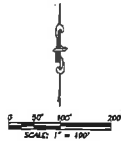
# STANTON RIDGE

A REPLAT OF A PORTION OF LOT 11, BLOCK 'O',  
MAP OF PLYMOUTH (PLAT BOOK 'B', PAGES 17-18)  
AND A PORTION OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST  
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAT BOOK **68**

PAGE **19**

SHEET 2 of 5



- LEGEND**
- DL OFFICIAL RECORD
  - DC SURFACE EROSION
  - CU UTILITY CONDUIT
  - LC LANDSCAPE EROSION CONTROL
  - LS SURFACE EROSION CONTROL
  - MS SURFACE EROSION CONTROL
  - OS OVERALL DISTANCE
  - PF POINT OF BEGINNING
  - PC POINT OF CONTRAST
  - PI POINT OF INTERSECTION
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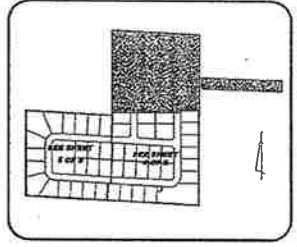
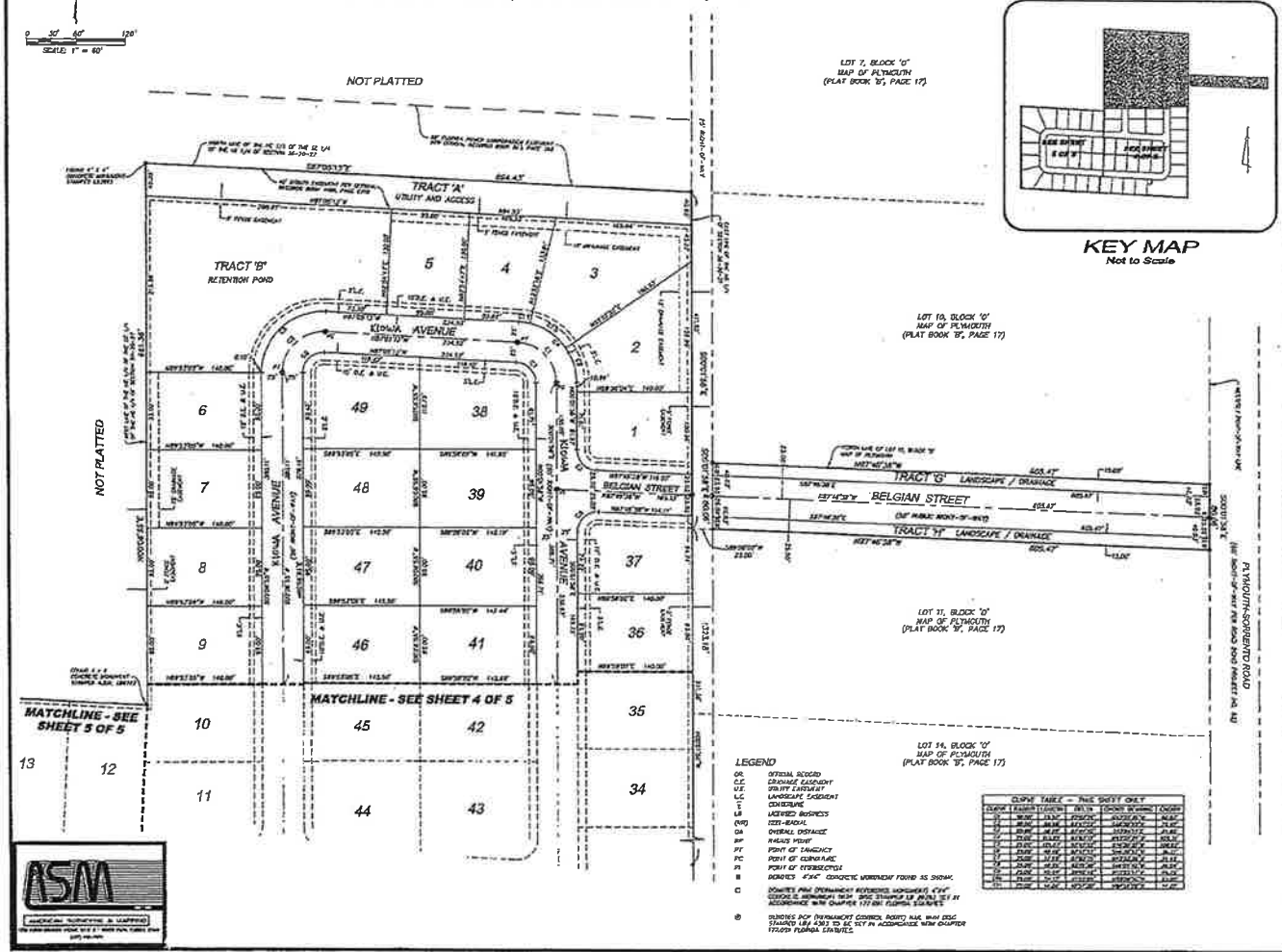
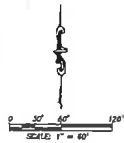


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 CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAT BOOK **68** PAGE **20**

SHEET 3 of 5



**KEY MAP**  
 Not to Scale

- LEGEND**
- OR ORIGINAL RECORD
  - C.E. DRAINAGE EASEMENT
  - CE.1 DRAFT EASEMENT
  - L.C. LANDSCAPE SEGMENT
  - CL. CURBLINE
  - LS LATERED BUSINESS
  - (RVD) DIST. ROAD
  - DA DRAINAGE DISTANCE
  - RF ROAD FRONT
  - PT POINT OF INTERSECTION
  - PC POINT OF CONFORMANCE
  - PT POINT OF INTERSECTION
  - BR BRIDGE
  - W WETLAND
  - C CONCRETE AND DIMENSIONED REINFORCED CONCRETE CURB
- © SHOWN FOR INFORMATION PURPOSES ONLY. THIS MAP IS SUBJECT TO THE PLAT BOOK AND THE CITY OF APOPKA, FLORIDA. THIS MAP IS NOT TO BE USED IN CONNECTION WITH ANY OTHER MAP OR PLAN.

**CLOTH TABLE - SEE SHEET 4 OF 5**

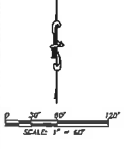
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3	CL. 3	10.00	10.00	100.00
4	CL. 4	10.00	10.00	100.00
5	CL. 5	10.00	10.00	100.00
6	CL. 6	10.00	10.00	100.00
7	CL. 7	10.00	10.00	100.00
8	CL. 8	10.00	10.00	100.00
9	CL. 9	10.00	10.00	100.00
10	CL. 10	10.00	10.00	100.00
11	CL. 11	10.00	10.00	100.00
12	CL. 12	10.00	10.00	100.00
13	CL. 13	10.00	10.00	100.00
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43	CL. 43	10.00	10.00	100.00
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45	CL. 45	10.00	10.00	100.00
46	CL. 46	10.00	10.00	100.00
47	CL. 47	10.00	10.00	100.00
48	CL. 48	10.00	10.00	100.00
49	CL. 49	10.00	10.00	100.00
50	CL. 50	10.00	10.00	100.00





# STANTON RIDGE

A REPLAT OF A PORTION OF LOT 11, BLOCK 'O',  
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 AND A PORTION OF SECTION 36, TOWNSHIP 20 SOUTH,  
 RANGE 27 EAST  
 CITY OF APOPKA, ORANGE COUNTY, FLORIDA



CURVE DATA - THIS SHEET ONLY

LINE	LENGTH	BEARING	PI	CHORD BEARING	CHORD
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2	81.18	N 00° 00' 00" E	1.57	81.18	15.71
3	81.18	N 00° 00' 00" E	1.57	81.18	15.71
4	81.18	N 00° 00' 00" E	1.57	81.18	15.71
5	81.18	N 00° 00' 00" E	1.57	81.18	15.71
6	81.18	N 00° 00' 00" E	1.57	81.18	15.71
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11	81.18	N 00° 00' 00" E	1.57	81.18	15.71
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13	81.18	N 00° 00' 00" E	1.57	81.18	15.71
14	81.18	N 00° 00' 00" E	1.57	81.18	15.71
15	81.18	N 00° 00' 00" E	1.57	81.18	15.71
16	81.18	N 00° 00' 00" E	1.57	81.18	15.71
17	81.18	N 00° 00' 00" E	1.57	81.18	15.71
18	81.18	N 00° 00' 00" E	1.57	81.18	15.71
19	81.18	N 00° 00' 00" E	1.57	81.18	15.71
20	81.18	N 00° 00' 00" E	1.57	81.18	15.71

**LEGEND**

- OR OFFICE RECORD
- DC DRAINAGE EASEMENT
- WC WORTHY GAS DRIVE
- LC LAWN CARE EASEMENT
- CE CATERING
- IE IMPROVED EASEMENT
- ORW ORW-RENTAL
- ORV ORV-RENTAL
- ORP ORP-RENTAL
- ORF ORF-RENTAL
- ORR ORR-RENTAL
- ORC ORC-RENTAL
- ORO ORO-RENTAL
- ORA ORA-RENTAL
- ORP ORP-RENTAL
- ORF ORF-RENTAL
- ORR ORR-RENTAL
- ORC ORC-RENTAL
- ORO ORO-RENTAL
- ORA ORA-RENTAL
- ORP ORP-RENTAL
- ORF ORF-RENTAL
- ORR ORR-RENTAL
- ORC ORC-RENTAL
- ORO ORO-RENTAL
- ORA ORA-RENTAL
- ORP ORP-RENTAL
- ORF ORF-RENTAL
- ORR ORR-RENTAL
- ORC ORC-RENTAL
- ORO ORO-RENTAL
- ORA ORA-RENTAL

D BOUNDARY PER (PERMANENT) OR (NON-PERMANENT) EASEMENT (S) PER (S) AND (S) SHALL BE SET AS ACCORDANCE WITH CHAPTER 3709, FLORIDA STATUTES.

OR OFFICE RECORD

DC DRAINAGE EASEMENT

WC WORTHY GAS DRIVE

LC LAWN CARE EASEMENT

CE CATERING

IE IMPROVED EASEMENT

ORW ORW-RENTAL

ORV ORV-RENTAL

ORP ORP-RENTAL

ORF ORF-RENTAL

ORR ORR-RENTAL

ORC ORC-RENTAL

ORO ORO-RENTAL

ORA ORA-RENTAL

ORP ORP-RENTAL

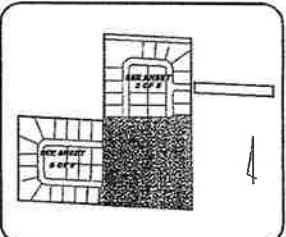
ORF ORF-RENTAL

ORR ORR-RENTAL

ORC ORC-RENTAL

ORO ORO-RENTAL

ORA ORA-RENTAL



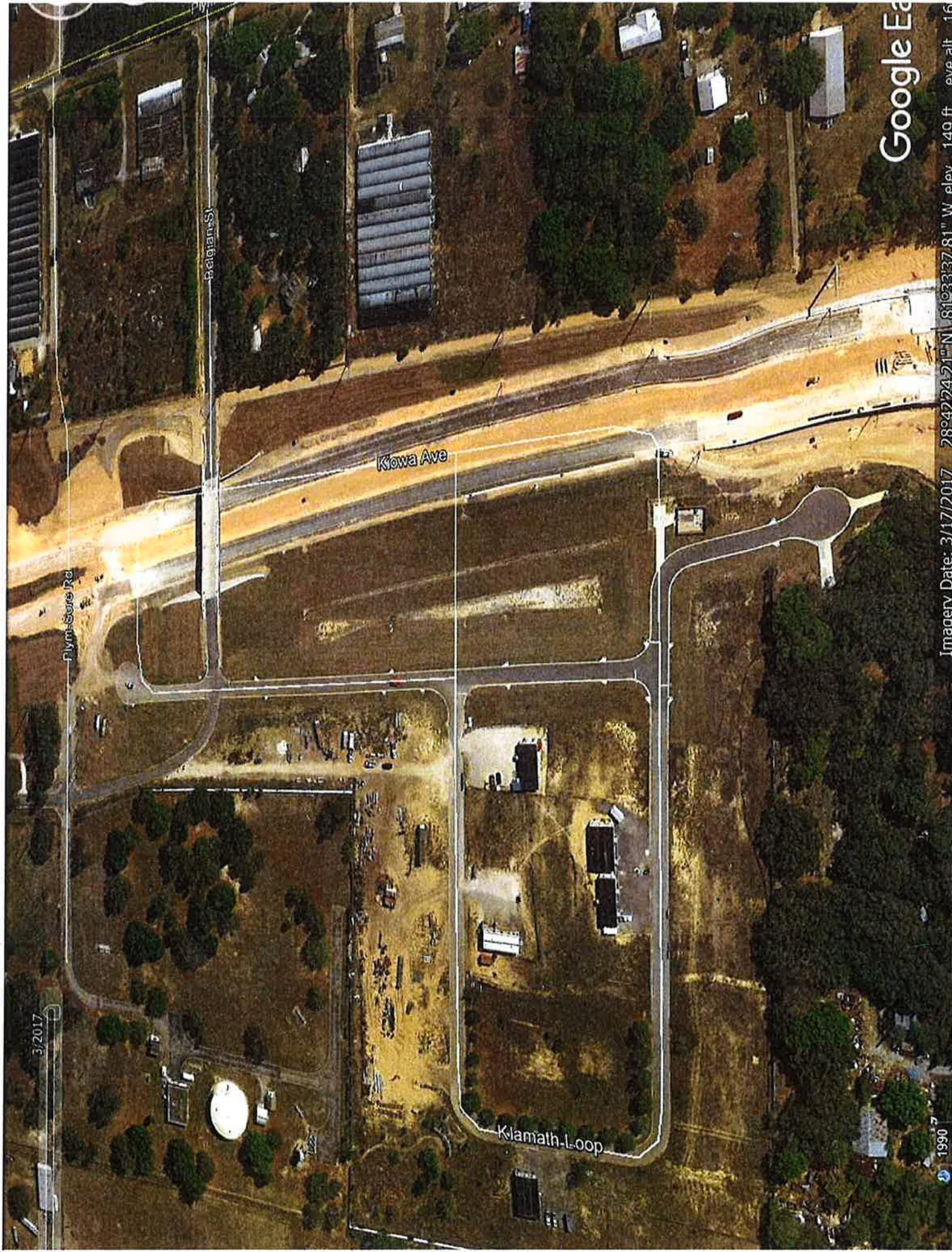
**KEY MAP'**  
 Not to Scale





**EXHIBIT "B"**

(Aerial Photograph)



3/2017

Google Earth

Imagery Date: 3/17/2017 28°42'24.21"N 81°33'37.81"W elev 149 ft eye alt 16

1990

## EXHIBIT "C"

(Legal Description of Surplus Property to Be Platted Per New Plat)

ALL THAT TRACT OR PARCEL OF LAND LYING IN A PORTION OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA; AND A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, AND BEING A PORTION OF LOT 11, BLOCK "O", MAP OF PLYMOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 17 & 18, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THENCE S 89°28'38" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 278.71' TO A POINT ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 429 (WEKIVA PARKWAY), AND THE POINT OF BEGINNING; THENCE S 00°27'48" E ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 134.32' TO A POINT; THENCE DEPARTING SAID LIMITED ACCESS RIGTH-OF-WAY LINE, S 89°31'59" W A DISTANCE OF 46.60' TO A POINT; THENCE N 52°36'26" W A DISTANCE OF 79.53' TO A POINT; THENCE N 00°31'22" W A DISTANCE OF 85.41' TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE S 89°28'38" W ALONG SAID SOUTH LINE, A DISTANCE OF 947.47 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N 03°11'27" W ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 660.56' TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N 89°26'15" E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 A DISTANCE OF 666.05' TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N 03°20'21" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 661.41' TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N 89°26'22" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 168.65' TO A POINT ON SAID LIMITED ACCESS RIGHT-OF-WAY LINE; THENCE CONTINUE N 89°26'22" E ALONG SAID NORTH LINE AND ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 15.06 FEET TO A POINT; THENCE S 19°35'38" E A DISTANCE OF 166.37' TO A POINT; THENCE S 10°53'26" E A DISTANCE OF 488.82' TO A POINT OF A NON-TANGENT CURVE; THENCE 519.51' ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A DELTA ANGLE OF 2°38'07", A RADIUS OF 11,295.20', A CHORD BEARING S 09°56'57" E, AND A CHORD OF 519.46' TO A POINT; THENCE N 89°07'33" E

A DISTANCE OF 43.20' TO A POINT; THENCE S 00°27'48" E A DISTANCE OF 170.77' TO THE POINT OF BEGINNING, THE LAST FIVE COURSES BEING COINCIDENT WITH SAID LIMITED ACCESS RIGHT-OF-WAY LINE. CONTAINING 19.44 ACRES MORE OR LESS.

TOGETHER WITH:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THENCE N 03°29'20" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 912.27' TO A POINT; THENCE N 88°50'37" E A DISTANCE OF 25.02' TO A POINT ON THE EAST LINE OF A 25 FOOT WIDE UNNAMED PUBLIC RIGHT-OF-WAY, AND THE WEST LINE OF LOT 11, BLOCK "O", MAP OF PLYMOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 17 & 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE N 03°29'20" W ALONG SAID WEST LINE, A DISTANCE OF 80.06' TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE N 88°50'37" E ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 605.51' FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE S 03°29'31" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.06' TO A POINT; THENCE S 88°50'37" W ALONG A LINE 80 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 605.51' TO THE POINT OF BEGINNING. CONTAINING 1.11 ACRES MORE OR LESS.

**EXHIBIT "D"**

(Proposed New Plat)

# STANTON RIDGE

**A REPLAT OF LOT 11, BLOCK "0"**  
**MAP OF PLYMOUTH (PLAT BOOK "B", PAGES 17 & 18)**  
**LOCATED IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST AND**  
**A PORTION OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST**  
**CITY OF APOPKA, ORANGE COUNTY, FLORIDA**

SHEET 1 OF 4 SHEETS

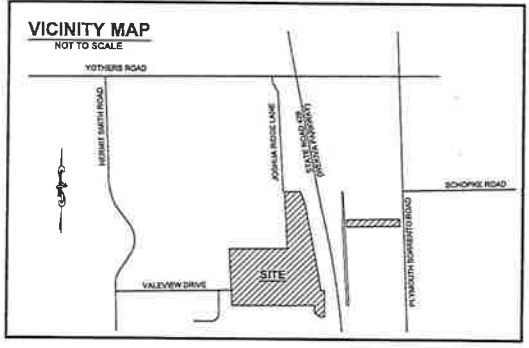
**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING IN A PORTION OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA; AND A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, AND BEING A PORTION OF LOT 11, BLOCK "0", MAP OF PLYMOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 17 & 18, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THENCE S 89°25'25" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 278.77 TO A POINT ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 429 (MOKYA PARKWAY); AND THE POINT OF BEGINNING; THENCE S 02°24'41" E ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 126.32 TO A POINT; THENCE DEPARTING SAID LIMITED ACCESS RIGHT-OF-WAY LINE, S 89°31'30" W A DISTANCE OF 48.80 TO A POINT; THENCE S 83°25'25" W A DISTANCE OF 198.20 TO A POINT; THENCE N 09°31'25" W A DISTANCE OF 85.41 TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE S 89°25'25" W ALONG SAID SOUTH LINE, A DISTANCE OF 407.47 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N 23°11'27" W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 668.06 TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE N 82°31'19" E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 81.41 TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N 07°23'21" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 668.20 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N 07°23'21" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 158.88 TO A POINT ON SAID LIMITED ACCESS RIGHT-OF-WAY LINE; THENCE CONTINUE N 07°23'21" E ALONG SAID NORTH LINE AND ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 158.88 TO A POINT; THENCE S 19°59'37" E A DISTANCE OF 188.37 TO A POINT; THENCE S 15°32'25" E A DISTANCE OF 488.82 TO A POINT OF A NON-TANGENT CURVE; THENCE S145°51' ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A DELTA ANGLE OF 239°27", A RADIUS OF 11,295.26, A CHORD BEARING S 07°59'37" E, AND A CHORD OF 413.48 TO A POINT; THENCE N 89°27'33" E A DISTANCE OF 43.20 TO A POINT; THENCE S 02°24'41" E A DISTANCE OF 172.77 TO THE POINT OF BEGINNING, THE LAST FIVE COURSES BEING CONCURRENT WITH SAID LIMITED ACCESS RIGHT-OF-WAY LINE, CONTAINING 1.11 ACRES MORE OR LESS.

**TOGETHER WITH:**

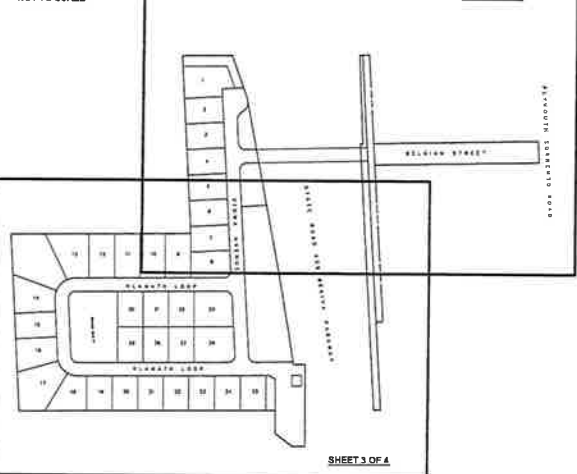
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THENCE N 07°23'21" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 812.27 TO A POINT; THENCE N 89°27'33" E A DISTANCE OF 25.22 TO A POINT ON THE EAST LINE OF A 25 FOOT WIDE UNIMPAVED PUBLIC RIGHT-OF-WAY, AND THE POINT OF BEGINNING; THENCE N 07°23'21" W ALONG SAID WEST LINE, A DISTANCE OF 86.88 TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE N 89°27'33" E ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 851.17 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PLYMOUTH SQUAREWOOD ROAD; THENCE S 89°27'33" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 82.08 TO A POINT; THENCE S 89°27'33" W ALONG A LINE 95 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 855.97 TO THE POINT OF BEGINNING, CONTAINING 1.11 ACRES MORE OR LESS.



**GENERAL NOTES**

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST ONE QUARTER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING SOUTH 89°23' WEST, AND ARE RELATIVE TO THE FLORIDA STATE PLANT COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, AS ADJUSTED BY ENGINEER, JOHN M. FLORIDA, E.S.T.
2. ALL UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. AN EASEMENT FOR EMERGENCY INGRESS AND EGRESS ACROSS TRACT "A" IS HEREBY DEDICATED TO THE CITY OF APOPKA.
4. APPROVAL OF THIS PLAT SHALL NOT BE DEEMED TO PROVIDE ANY NESTED RIGHTS, EXCEPT AS TO THOSE MATTERS DEPICTED HEREON, THAT ARE CONSISTENT WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, OR WHERE REQUIRED BY THE CITY OF APOPKA AS A CONDITION OF PLATING.
5. TRACT "H", THE LIFT STATION TRACT, IS OWNED IN FEE SIMPLE BY THE CITY OF APOPKA AND MAY BE UTILIZED FOR LIFT STATION PURPOSES AS LONG AS DEEMED NECESSARY BY THE CITY.
6. ACCESS & UTILITY TRACT, OPEN SPACE TRACT, AND ALL DRAINAGE TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
7. THERE IS A DRAINAGE AND UTILITY EASEMENT DESCRIBED AS FOLLOWS:  
 19 FEET IN FRONT OF ALL LOTS, UNLESS OTHERWISE SHOWN  
 5 FEET ALONG THE SIDES OF ALL LOTS, UNLESS OTHERWISE SHOWN  
 7.5 FEET ALONG THE REAR OF ALL LOTS, UNLESS OTHERWISE SHOWN
8. THERE IS A BLANKET INGRESS AND EGRESS EASEMENT ACROSS THE DRAINAGE TRACTS DEDICATED TO THE CITY OF APOPKA FOR MAINTENANCE OF THE STORMWATER PIPES AND STRUCTURES.
9. MAINTENANCE OF DRAINAGE STRUCTURES WITHIN THE DRAINAGE TRACTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
10. ALL LINES ARE RADIAL UNLESS SHOWN AS NON-RADIAL (NR).
11. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ORANGE COUNTY.
12. THE 80' BY 855.17' SECTION OF BELGIAN STREET RIGHT-OF-WAY DEPICTED HEREON IS HEREBY CONVEYED IN FEE TO THE CITY OF APOPKA, SUBJECT TO AN EASEMENT IN FAVOR OF THE HOMEOWNERS ASSOCIATION FOR ENTRY FEATURES/ORGANIC AS DEPICTED HEREON.
13. MAINTENANCE OF LANDSCAPING WITHIN THE AFOREMENTIONED SECTION OF BELGIAN STREET RIGHT-OF-WAY, BUT OUTSIDE OF THE ENTRY FEATURES/ORGANIC EASEMENT AREA, SHALL BE THE OBLIGATION OF THE HOMEOWNERS ASSOCIATION UNTIL SUCH TIME AS THE CITY OF APOPKA APPROVES DEVELOPMENT OF ADJACENT PARCELS TO THE NORTH OR SOUTH AT WHICH TIME THE CITY SHALL REQUIRE THAT THE RESPECTIVE OWNERS OF SUCH ADJACENT PARCELS TAKE OVER MAINTENANCE OF ADJACENT LANDSCAPING.
14. CFS RESERVE ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS, ANY STATE ROAD 429 RIGHT-OF-WAY PROPERTY WHICH MAY OTHERWISE ACQUIRE TO ANY PROPERTY ADJOINING SAID RIGHT-OF-WAY.
15. A BLANKET EASEMENT FOR UTILITIES OVER TRACT "G" IS DEDICATED BY THIS PLAT.
16. A HALL SHALL BE CONSTRUCTED BY THE DEVELOPER AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WITHIN THE 10 FOOT WIDE WALL EASEMENT LOCATED ON TRACTS "A", "B", "C", AND "E".

**KEY MAP**  
NOT TO SCALE



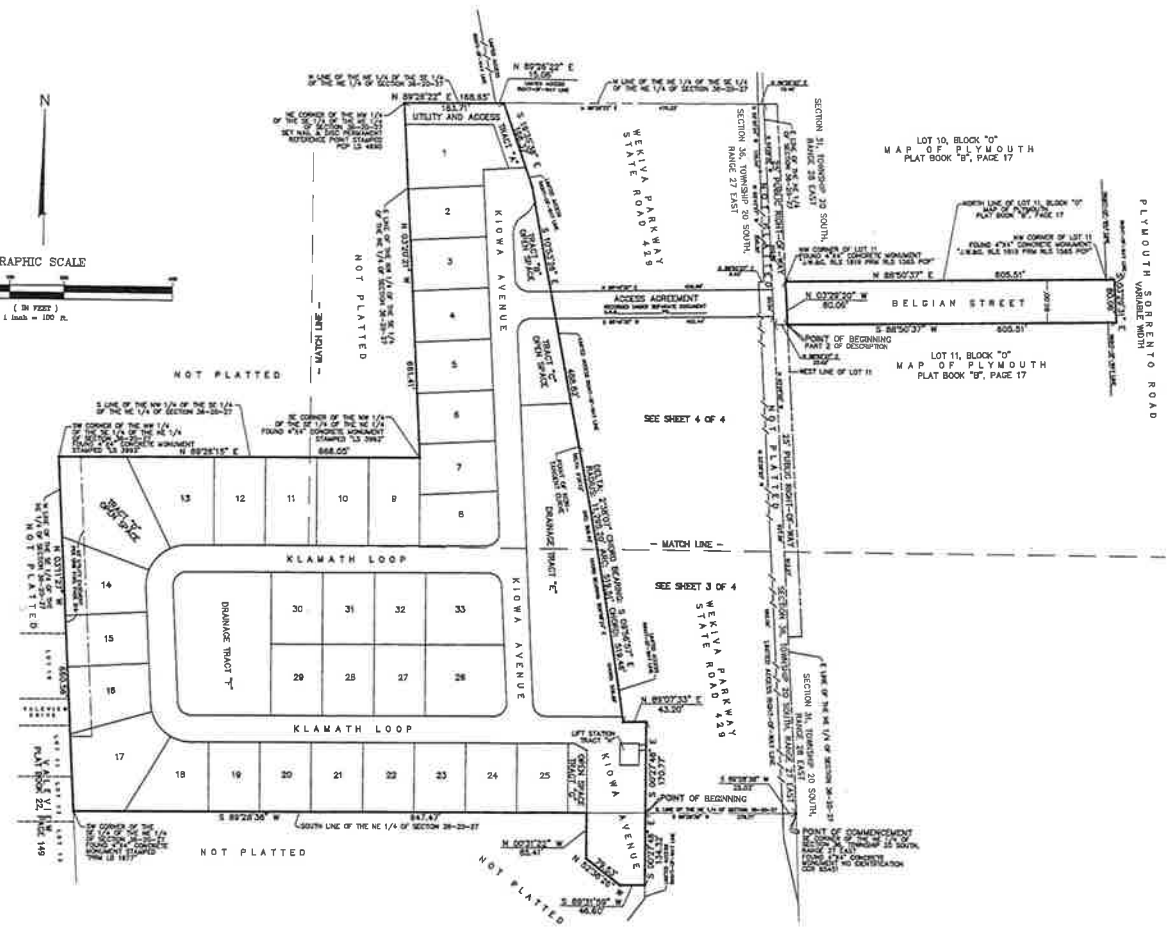
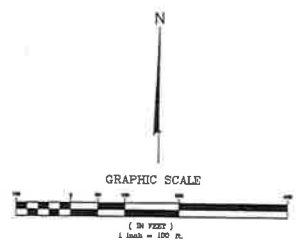
**CEADATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1244 S. INTERNATIONAL PARKWAY  
 LAKE MARY, FLORIDA 32746  
 PHONE: (407) 732-4882 FAX: (407) 878-0541  
 Lead Surveyor: Paul Gwyther, License No. 6585

NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SURVEYED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED OR SUPPLEMENTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PLAT BOOK		PAGE	
<b>STANTON RIDGE A REPLAT</b>			
<b>DEDICATION</b>			
<p>KNOW ALL BY THESE PRESENTS, THAT CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE AGENCY OF THE STATE OF FLORIDA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES THE STREETS AND EASEMENTS AS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC.</p> <p>IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW ON _____ 2018.</p> <p>CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE AGENCY OF THE STATE OF FLORIDA.</p>			
BY:	SIGNATURE _____		
	PRINTED NAME _____		
	TITLE _____		
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:			
BY:	WITNESS SIGNATURE _____		
	WITNESS SIGNATURE _____		
	STATE OF FLORIDA		
	COUNTY OF ORANGE		
<p>THIS IS TO CERTIFY, THAT ON _____ 2018 BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED _____ IN HIS OR HER CAPACITY AS _____ OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, AND WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED THE FOLLOWING IDENTIFICATION _____ AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED AND ENDORSED THEREON IN BEHALF OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND THAT THEY WERE DULY AUTHORIZED TO EXECUTE THE SAME.</p> <p>IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.</p> <p>NOTARY PUBLIC _____</p> <p>MY COMMISSION EXPIRES _____</p>			
<b>CERTIFICATE OF APPROVAL BY APOPKA LAND DEVELOPMENT REVIEW BOARD</b>			
<p>THIS IS TO CERTIFY, THAT ON _____ 2018, THE APOPKA LAND DEVELOPMENT REVIEW BOARD APPROVES THE FOREGOING.</p> <p>CHAIRMAN: _____</p>			
<b>CERTIFICATE OF REVIEW BY CITY SURVEYOR</b>			
<p>REVIEWED FOR CONFORMITY TO FLORIDA STATE STATUTE 177, CITY SURVEYOR: _____</p> <p>DATE: _____</p>			
<b>CERTIFICATE OF REVIEW BY CITY ENGINEER</b>			
<p>EXAMINED AND APPROVED, _____</p> <p>DATE: _____</p> <p>CITY ENGINEER: _____</p>			
<b>QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER</b>			
<p>KNOW ALL BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER THAT HAS PREPARED AND FOREGOING PLAT AND HAS MADE UNDER MY DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA.</p> <p>DATED: _____ SIGNED: _____</p> <p>REGISTRATION NUMBER: LS 4800 N. PAUL GWYDOR</p> <p>CEADATA CONSULTANTS, INC.        1244 S. INTERNATIONAL PARKWAY, SUITE 2401        LAKE MARY, FLORIDA 32746</p>			
<b>CERTIFICATE OF COUNTY COMPTROLLER</b>			
<p>THIS IS TO CERTIFY, THAT ON _____ 2018 BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED _____ AND _____ RESPECTIVELY _____ OF THE ABOVE NAMED CORPORATION INCORPORATED UNDER THE LAWS OF FLORIDA WHO IWARE PERSONALLY KNOWN TO ME OR HAVE PRODUCED THE FOLLOWING IDENTIFICATION _____ AND _____ RESPECTIVELY AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS HERETO DULY AUTHORIZED AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.</p> <p>IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.</p> <p>NOTARY PUBLIC _____</p> <p>MY COMMISSION EXPIRES _____</p>			
<b>CERTIFICATE OF APPROVAL BY MUNICIPALITY</b>			
<p>THIS IS TO CERTIFY, THAT ON _____ 2018 THE _____ APPROVED THE FOREGOING PLAT.</p> <p>MAYOR: _____</p> <p>ATTEST: _____ CITY CLERK: _____</p>			



**STANTON RIDGE**  
 A REPLAT OF A PORTION OF LOT 11, BLOCK "O"  
 MAP OF PLYMOUTH (PLAT BOOK "B", PAGES 17 & 18)  
 LOCATED IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST  
 AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST  
 CITY OF APOPEA, ORANGE COUNTY, FLORIDA

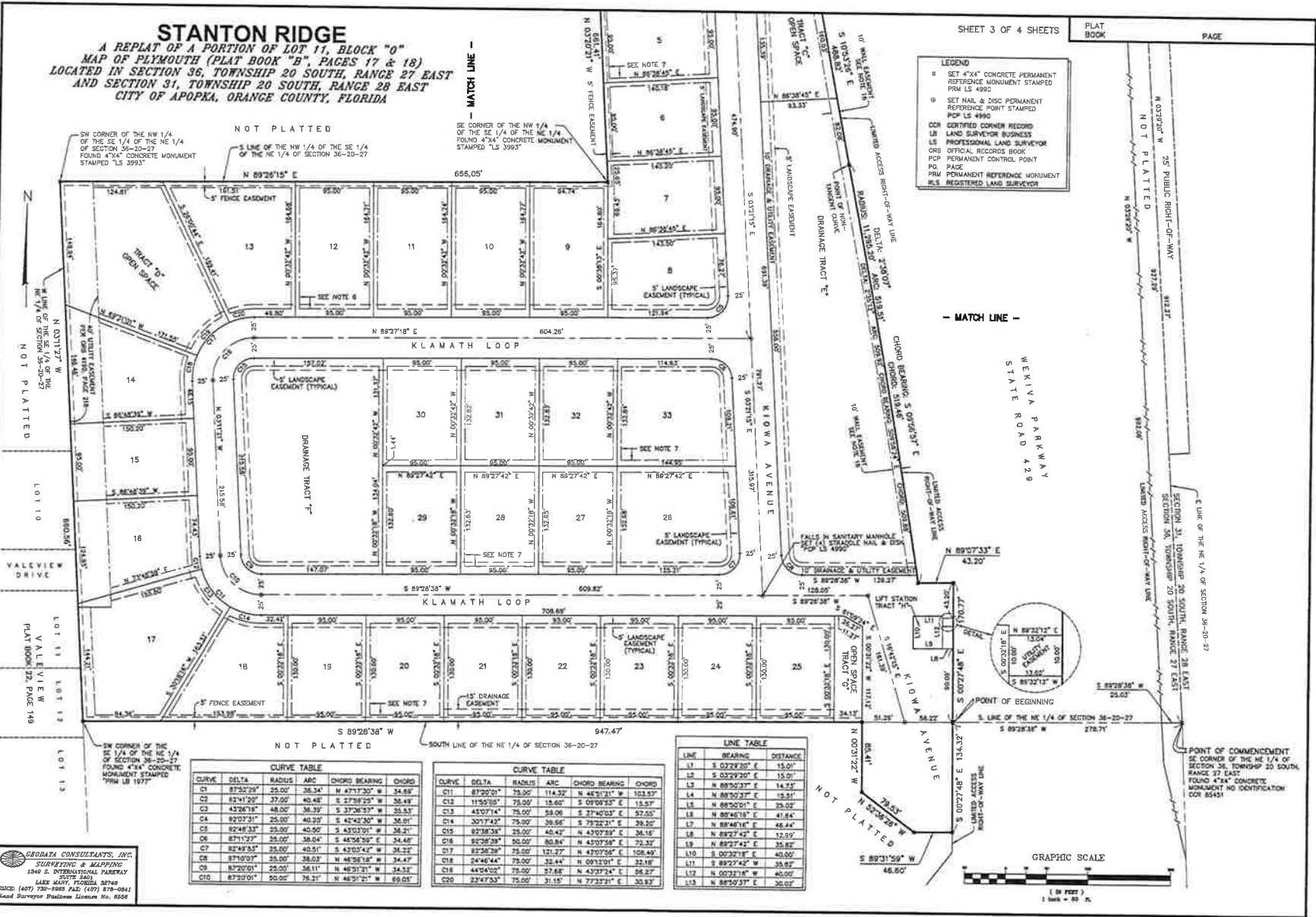


**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1549 S. INTERNATIONAL PARKWAY  
 SUITE 5401  
 LAKE BUENA VISTA, FLORIDA 32764  
 PHONE: (407) 788-8888 FAX: (407) 878-0841  
 Email: Surveyor@geodata.com License No. 8568

**STANTON RIDGE**  
 A REPLAT OF A PORTION OF LOT 11, BLOCK "0"  
 MAP OF PLYMOUTH (PLAT BOOK "B", PAGES 17 & 18)  
 LOCATED IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST  
 AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST  
 CITY OF APOKA, ORANGE COUNTY, FLORIDA

SHEET 3 OF 4 SHEETS

PLAT BOOK PAGE



**LEGEND**

- SET 4"x4" CONCRETE PERMANENT REFERENCE MONUMENT STAMPED PRM LS 4990
- SET NAIL & DISC PERMANENT REFERENCE POINT STAMPED PCK LS 4990
- CCR CERTIFIED CORNER RECORD
- LS LAND SURVEYOR BUSINESS
- PL PROFESSIONAL LAND SURVEYOR
- ORB OFFICIAL RECORDS BOOK
- PCP PERMANENT CONTROL POINT
- PCB PACE
- PRM PERMANENT REFERENCE MONUMENT
- PLS REGISTERED LAND SURVEYOR

NOT PLATTED  
 SW CORNER OF THE NW 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 36-20-27 FOUND 4"x4" CONCRETE MONUMENT STAMPED "LS 3993"

NOT PLATTED  
 SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF THE NE 1/4 FOUND 4"x4" CONCRETE MONUMENT STAMPED "LS 3993"

NOT PLATTED  
 N 03°17'27" W THE N 1/4 OF SECTION 36-20-27

LOT 10  
 VALEVIEW DRIVE

LOT 11  
 LOT 12  
 LOT 13  
 VALEVIEW W PLAT BOOK 22, PAGE 149

**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1340 S. INTERNATIONAL HIGHWAY  
 SUITE 500  
 LAKE HAVY, FLORIDA 32748  
 PHONE (407) 730-5989 FAX: (407) 878-0041  
 Land Surveyor's Division License No. 6556

**CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	87°20'21"	25.00	26.54	N 47°17'30" W	34.69
C2	87°17'20"	32.00	40.48	S 27°38'25" W	36.49
C3	43°28'14"	48.00	36.31	S 33°28'51" W	35.53
C4	92°07'31"	25.00	40.20	S 42°42'30" W	36.01
C5	92°48'33"	25.00	40.50	S 43°03'01" W	36.21
C6	87°17'27"	25.00	36.04	S 46°56'39" E	34.48
C7	87°49'53"	25.00	40.01	S 42°05'42" W	34.22
C8	87°20'21"	25.00	36.03	N 48°25'18" W	34.47
C9	87°20'21"	25.00	36.11	N 48°30'21" W	34.52
C10	87°20'21"	25.00	36.21	N 48°31'21" W	34.57

**CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C11	87°20'21"	25.00	114.32	N 48°31'21" W	103.97
C12	119°50'00"	75.00	18.60	S 09°09'23" E	15.57
C13	43°07'44"	75.00	29.06	S 37°40'03" E	27.50
C14	30°17'40"	75.00	38.85	S 72°24'14" E	38.02
C15	92°38'38"	25.00	40.42	N 43°07'30" E	36.16
C16	82°28'38"	50.00	80.84	N 42°07'58" E	72.32
C17	89°28'38"	75.00	121.27	N 42°07'58" E	108.49
C18	24°48'44"	75.00	35.44	N 09°12'01" E	32.18
C19	44°04'00"	75.00	37.48	N 43°21'14" E	36.27
C20	23°47'53"	75.00	31.15	N 77°33'24" E	33.92

**LINE TABLE**

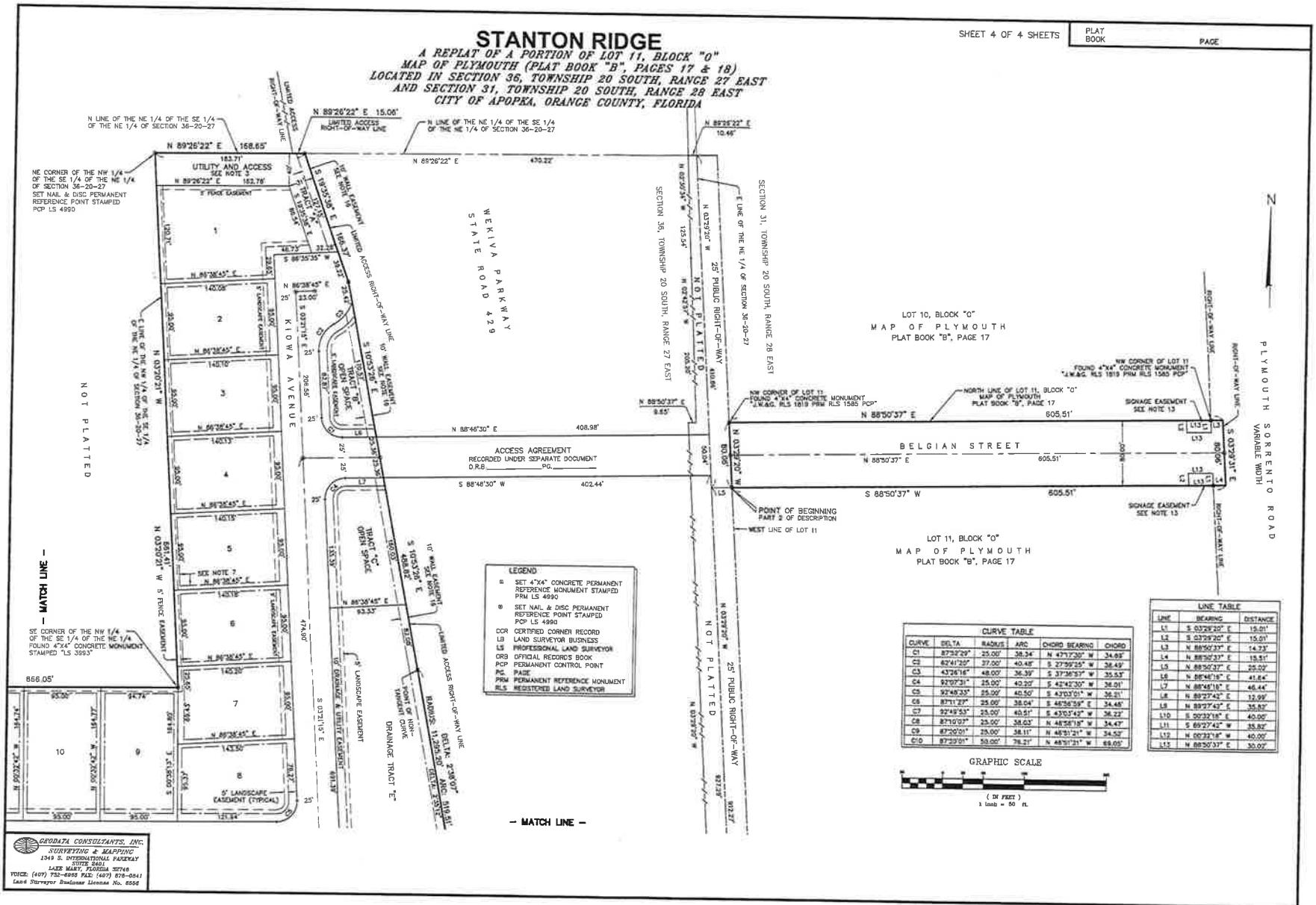
LINE	BEARING	DISTANCE
L1	S 02°28'20" E	15.01
L2	S 03°29'20" E	15.01
L3	N 08°20'37" E	14.53
L4	N 88°50'37" E	15.51
L5	N 88°50'01" E	25.02
L6	N 88°46'18" E	47.64
L7	N 88°46'18" E	48.64
L8	N 88°27'45" E	12.02
L9	N 88°27'42" E	35.82
L10	S 02°28'18" E	40.60
L11	N 89°27'42" W	35.82
L12	N 00°33'18" W	40.60
L13	N 89°50'37" E	30.02



POINT OF COMMENCEMENT  
 SE CORNER OF THE NE 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST  
 FOUND 4"x4" CONCRETE MONUMENT NO IDENTIFICATION  
 CCR 65451

# STANTON RIDGE

A REPLAT OF A PORTION OF LOT 11, BLOCK "O"  
MAP OF PLYMOUTH (PLAT BOOK "B", PAGES 17 & 18)  
LOCATED IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST  
AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST  
CITY OF APOPKA, ORANGE COUNTY, FLORIDA



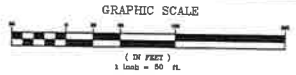
- LEGEND**
- SET 4"x6" CONCRETE PERMANENT REFERENCE MONUMENT STAMPED PER LS 4890
  - SET NAIL & DISC PERMANENT REFERENCE POINT STAMPED POP LS 4890
  - ☐ COR CERTIFIED CORNER RECORD
  - LS LAND SURVEYOR BUSINESS
  - LS PROFESSIONAL LAND SURVEYOR
  - OR OFFICIAL RECORDS BOOK
  - PCP PERMANENT CONTROL POINT
  - PE PILE
  - PRM PERMANENT REFERENCE MONUMENT
  - RLS REGISTERED LAND SURVEYOR

**CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	87°32'29"	25.00'	38.24'	N 47°17'30" W	34.93'
C2	82°41'20"	27.00'	40.48'	S 27°52'25" W	28.49'
C3	43°24'14"	48.00'	36.39'	S 37°26'57" W	25.53'
C4	92°07'31"	25.00'	40.22'	S 42°42'30" W	26.01'
C5	92°48'33"	25.00'	40.50'	S 43°03'01" W	26.81'
C6	87°11'27"	25.00'	38.04'	S 46°58'36" E	24.48'
C7	92°49'23"	25.00'	40.51'	S 43°03'42" W	26.22'
C8	82°10'07"	25.00'	38.03'	N 48°28'18" W	24.47'
C9	82°20'01"	25.00'	38.11'	N 48°31'21" W	24.52'
C10	87°29'31"	25.00'	38.21'	N 48°37'31" W	24.62'

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 03°28'20" E	15.01'
L2	S 03°28'20" E	15.01'
L3	N 88°50'37" E	14.23'
L4	N 88°50'37" E	15.51'
L5	N 88°50'37" E	25.00'
L6	N 88°46'18" E	41.84'
L7	N 88°48'18" E	46.44'
L8	N 88°27'42" E	25.82'
L9	N 88°27'42" E	25.82'
L10	S 03°32'18" E	40.00'
L11	S 69°27'42" W	35.82'
L12	N 00°32'18" W	40.00'
L13	N 88°50'37" E	30.00'



**ORNDORF CONSULTANTS, INC.**  
SURVEYING & MAPPING  
1540 S. INTERNATIONAL PARKWAY  
SUITE 200  
LAKE MARY, FLORIDA 32746  
PHONE: (407) 932-8888 FAX: (407) 978-0441  
Land Surveyor Business License No. 8558

**EXHIBIT "E"**

(Proposed Final Development Plan)



1. All construction is to conform with City of Apopka standards and specifications, unless otherwise indicated by the City of Apopka Engineer.
2. The Engineer certifies that all roadways were designed to the applicable standards, as set forth by City of Apopka and the latest edition of the Florida Department of Transportation Manual of Uniform Standards for Design, Construction, and Maintenance for Streets and Highways.
3. The Contractor shall coordinate all work within existing road right-of-ways with the City of Apopka, Orange County and the Florida Department of Transportation.
4. It will be the responsibility of the Contractor to get the necessary Right-of-Way Permit(s) and provide for the safety and control of local traffic during construction.
5. The Contractor shall be extremely cautious when working near trees that are to be saved, whether shown in the plans or designated in the field.
6. The Contractor shall be responsible for locating and verifying (horizontally and vertically) all existing utilities before construction, and for notifying the various utility companies to arrange for any relocation, temporary disruption of service, or identification of activity regarding said utility. The contractor shall exercise caution when crossing an underground utility, whether shown in these plans or field located. All utilities which interfere with the proposed construction shall be relocated by the respective utility companies and the Contractor shall cooperate with them during relocation operations. Any delay or non-compliance of the various utilities shall be incidental to the contract and no extra compensation will be allowed.
7. The locations of all existing utilities, facilities, and any other features shown on these plans have been determined from the best available information and are provided for the information of the Contractor. The Engineer does not guarantee the accuracy of the completeness of the location information provided. Any discovery or omission in such information shall not relieve the Contractor of his responsibility to prevent such existing features from damage or unachieved interruption of service. Should a discrepancy arise between these plans and actual field conditions which would materially affect the execution of these plans, the Contractor will halt construction and notify the Engineer immediately.
8. The Contractor shall be responsible for meeting all inspection criteria and schedules, and for signing for said inspections.
9. The electrical distribution system is to be designed and installed by the electrical power utility. The Contractor will coordinate scheduling with the electrical power utility to ensure proper construction phasing, and to allow the utility to install street crossings and other required services.
10. The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades or grading sections established for this project, except where such excavation or removal is provided for in the contract, plans or specifications.
11. All work and all materials furnished shall conform with the lines, grades, existing features, cross sections, elevations, material requirements, and bedding requirements specified in the contract, plans or specifications.
12. Prior to commencing work, the Contractor shall furnish, erect, and maintain all barricades warning signs, and markings for streets and the control of traffic, in conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways or as directed by the City of Apopka Traffic Engineer, to effectively prevent accidents in all places where the work causes obstruction to traffic or constitutes in any way a hazard to the public.
13. All existing utilities shown on the plans have been field verified by Geotechnical Consultants, Inc.
14. After the roadway has been constructed to upgrade, it shall be provided to ensure that proper compaction has been obtained. The proof-rolling and compaction operations shall be inspected and tested by a Florida Licensed State Engineer to ensure that the specified compaction is maintained and all subsurface moisture has been removed.
15. In areas which require to be mowed, the Contractor will stop or otherwise remove all vegetation such as brush, heavy weeds, heavy growth of grass, scattered vegetable matter, rubbish, and any other obstructions retained before the embankment is graded. Immediately prior to the paving of all materials, the weeds and brush that shall be removed is to be approximately 30% of the total of 6 ft. The Geotechnical Engineer shall approve this area prior to the placement of bit.
16. Telephone systems will be designed and installed by telephone utility. The Contractor will coordinate scheduling with the telephone utility to ensure proper construction phasing, and to allow the utility to install street crossings and other required services.
17. Install valve boxes with all valves. Valve bases under pavement shall have traffic-bearing covers.
18. The Contractor shall be responsible for the maintenance of all landscape buffers, retention and retention facilities until the work has been accepted by the Owner. All disturbed areas shall be returned to their original condition.
19. The Contractor shall comply with all legal load restrictions in the loading of materials in public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for the damage that may result from the loading of material and equipment.
20. The Contractor shall terminate himself with the police and jurisdiction established by the City of Apopka for the preservation of all public and private property. The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or introduction in his manner or method of executing the work, or at anytime due to defective work or materials.
21. Fire protection shall be provided according to City of Apopka Regulations.
22. The Contractor shall ensure that proper soil densities are achieved for placement of all base/sub-base materials, including well finishing, and in general, any testing support conducted on these plans. It will also be the responsibility of the Contractor to ensure that sufficient geotechnical testing has been performed prior to construction.
23. It is the Contractor's responsibility to obtain a copy of the Geotechnical Engineer's report for this project from GTC Engineering Corporation and meet the Geotechnical Engineer's requirements for soil preparation on the site. The Contractor's Geotechnical Engineer shall verify all site, utility, and roadway information as well as understand and permit construction to GTC Engineering Corporation. Geotechnical recommendations are not the responsibility of GTC Engineering Corporation. GTC Engineering Corporation has relied on the professional report in the preparation of the plans. Any conflict between information within the report and these plans shall be reported to the Engineer immediately. GTC Engineering Corporation assumes no responsibility for the correctness, completeness, or accuracy of the geotechnical information.
24. During construction, no other discharge of water will be allowed to downstream receiving waters. The Contractor is responsible for water quality and shall install discharge in such a manner to adequately remove dirt before runoff from the site.
25. For sign details, refer to the Manual on Uniform Traffic Control Devices, published by the U.S. Department of Transportation, Federal Highway Administration, latest edition. All signs to be signs installed according to F.O.D.T. Manual No. 1182 (1979) sign and lighting and F.O.D.T. Manual No. 1192.
26. One reflective pavement marker shall be placed in the center of the driving lane in front of all Fire Hydrants.
27. Erosion Control Issues
  - a. Provide effective temporary and permanent erosion control following the requirements in Section 104 of the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2017 Edition (FDOT Section 104)
  - b. Control features, methods and conditions included in this contract include the following as indicated by X in those:
    - (1)  Construct a combination of temporary erosion control features with permanent erosion control features.
    - (2)  Control operation which result in water pollution (FDOT Section 104-3.1)
    - (3)  Provide schedule for clearing and grubbing, earthwork operations and construction of permanent erosion control features and proposed use of temporary erosion control features (DOT Section 104-6)
    - (4)  Limitation of exposure of erodible earth without temporary or permanent erosion control features is \_\_\_\_\_ square feet (DOT Section 104-6.1)
    - (5)  Temporary grading (DOT Section 104-4.2)
    - (6)  Temporary embankment (DOT Section 104-4.4)
    - (7)  Temporary mulching (DOT Section 104-4.4)
    - (8)  Silt fencing (DOT Section 104-4.5)
    - (9)  Slope drains (DOT Section 104-4.8)
    - (10)  Sediment basins (DOT Section 104-4.9)
    - (11)  Artificial coverings (DOT Section 104-6.8)
    - (12)  Barms (DOT Section 104-8.4)
    - (13)  Bared key or draw (DOT Section 104-4.4)
    - (14)  Temporary all berms and related all barriers (DOT Section 104-4.4)
    - (15)  Temporary all berms (DOT Section 104-4.4)
    - (16)  Remove temporary erosion control features (DOT Section 104-8.9)
    - (17)  Maintain permanent and temporary erosion control features (DOT Section 104.7)
    - (18)  This standard design has been approved by the OWNR and regulatory agencies having an interest in erosion control treatment. The design in this form meets or exceeds minimum standards. All temporary erosion control features required during construction shall be constructed by the Contractor and the cost thereof included in the Contract Sum as a regular obligation incidental to the work.
28. Miscellaneous Engineer Notifications
  - a. The Contractor shall issue DAILY "As-built" drawings depicting the criteria shown on the Parking and Drainage sheet. Record all As-built in waterproof RED ink.
  - b. Before the start of construction, the Contractor shall prepare and submit to the Engineer a project construction schedule (Bar Graph) and update the schedule monthly.
  - c. Any fuel storage areas shall have owner's prior approval and appropriate measures shall be taken to ensure protection of groundwater and soil resources.
  - d. The Contractor shall coordinate all backfill operations with the Resident Geotechnical Engineer and submit test reports to the Engineer prior to beginning work on the next item of work.
  - e. The Engineer reserves the right to require the Contractor to perform any action necessary to ensure that the improvements have been constructed in accordance with the plans and specifications.
29. Any discrepancy between the dimensions and measurements shown on the plans and actual field conditions shall immediately be brought to the Engineer's attention. Failure to do so shall require the Contractor completely liable for whatever errors, water problems and any subsequent work.
30. It will be the responsibility of the Contractor(s) to ensure that all required permits are obtained and are in hand at the job site prior to the commencement of construction. Contractor shall abide by all conditions contained therein. Permits included (but not necessarily limited to) are:
  - a. Local right-of-way use.
  - b. Local underground utilities.
31. The Contractor shall make all improvements using the plan. Contractor shall conform with Georgia Consultants, Inc. Surveying and Mapping (phone 407-660-2322) that the plan is current prior to construction. It is the site responsibility of the contractor to completely check and check all improvements to ensure adequate positioning, both horizontal and vertical, including minimum cutting setbacks, before the installation of any improvements.

32. The Contractor shall be responsible for providing all existing survey monumentation. Disturbed monumentation shall be replaced by a Florida-licensed land surveyor recorded by the Owner at the Contractor's expense.
33. The Contractor is responsible for grading all pavement areas to drain positively. Intersections shall be transitioned to provide smooth riding surfaces while maintaining positive drainage. Strips areas of poor drainage be observed, the Contractor shall notify the Engineer prior to paving so that recommendations for correction may be made.
34. The quantities and lengths of materials shown on plans shall be verified by the Contractor. Any discrepancy between quantities and actual shown in plan view is to be brought to the Engineer's attention by the Contractor prior to bidding. It is the Engineer's intention to build what is shown on the construction plans.
35. The Contractor is to maintain weekly monitoring reports per general conditions of F.P.D.E.S. General Permit.
36. Record Drawing: At the end of construction, the Contractor shall provide one (1) set of drawings showing ALL CHANGES marked in waterproof ink with the following Contractor Certification on EACH SHEET:
 

The Contractor hereby certifies to the OWNR that improvements shown by this drawing and the related details have been constructed as indicated or as modified by the notes and graphics shown. Absent a note or graphic to the contrary, the improvements have been constructed meeting industry standard construction.

Signal \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Contractor's Representative

37. EMERGENCY WASTEWATER SPILL AND WATERMAIN BREAK PROCEDURES
  - a1. Escalate Casually. The contractor shall escalate extreme conditions when excavating in proximity of wastewater or force mains and gravity sewers. Force main and sewer locations shown on plans are not exact or guaranteed. Contractor is responsible for full safekeeping existing utility locations.
  - a2. Telephone Notification. The City of Apopka shall be notified immediately in the event of a force main, gravity sewer or water main break or damage at 407-705-1157.
  - a3. Repair Immediately. All damage to City of Apopka mains shall be repaired immediately by the contractor at the contractor's expense. If the repair is not made in a timely manner, as determined by the City of Apopka utility, inspection, City of Apopka may perform repairs and the contractor will be charged for repairs.
  - a4. City of Apopka Public Services General Telephone Number: 407-705-1171
  - a5. Advance Notification of Pending Construction. The City of Apopka Public Services Department (407-705-1171) shall be notified at least seven (7) days prior to any construction activity.
  - a6. Advance Notification of Pending Construction. The City of Apopka Public Services Department (407-705-1171) shall be notified at least (7) days in advance to establish main lines and valve operations.
  - a7. Operation of City of Apopka Valves. Water, wastewater, and reuse valves are to be operated only by a City of Apopka utilities inspector (407-705-1171). All valves being installed are to remain closed during construction.
  - a8. Operation of City of Apopka Pump Station. The contractor shall coordinate all pump station operation and shall share control with a City of Apopka utilities inspector (407-705-1171).
38. For any off-site work, when completed the disturbed area will be restored to the existing condition or better.
39. The development site is not located within the 100-year floodplain.

**GENERAL NOTES**  
Station Ridge

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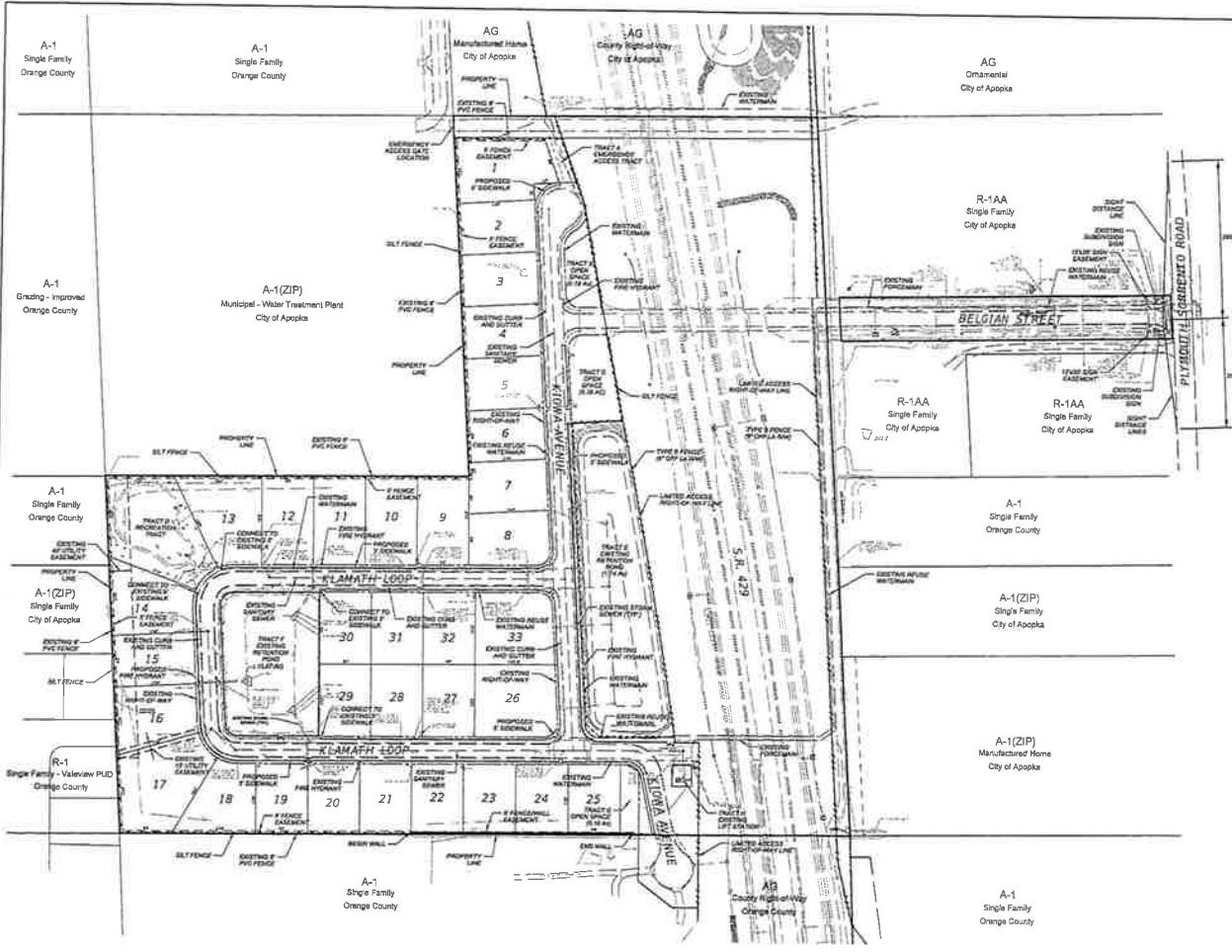
Sheet: L, 10/20/24	City of Apopka	Date: 08/14/24	Job No: 2401-00100-010-01	Sheet: 10/24
<b>GTC Engineering Corporation</b>				
11115 W. US Highway 17, Suite 100, Apopka, FL 32703				

REV.	DATE	BY	DESCRIPTION

SCALE: \_\_\_\_\_

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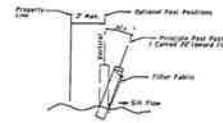
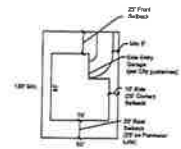
Lot Area Table			
Lot Number	Gross Area (SF)	Gross Area (AC)	Lot Width (Ft)
1	19314	0.44	Varies
2	13309	0.31	95
3	13911	0.31	95
4	13313	0.31	95
5	13316	0.31	95
6	13318	0.31	95
7	13434	0.31	95
8	14273	0.33	95
9	15633	0.36	95
10	15652	0.36	95
11	15649	0.36	95
12	15646	0.36	95
13	20212	0.46	Varies
14	17135	0.39	Varies
15	14269	0.33	95
16	16173	0.37	Varies
17	23862	0.55	Varies
18	15129	0.35	Varies
19	12350	0.28	95
20	12350	0.28	95
21	12351	0.28	95
22	12351	0.28	95
23	12351	0.28	95
24	12351	0.28	95
25	12351	0.28	95
26	19517	0.45	Varies
27	12603	0.29	95
28	12601	0.29	95
29	12598	0.29	95
30	12621	0.29	95
31	12618	0.29	95
32	12619	0.29	95
33	18704	0.43	Varies

**GENERAL LEGEND**

- Property Line
- - - - - Existing Right-of-Way
- - - - - Existing Curb and Gutter
- - - - - Existing Limited Access HWY
- - - - - Existing Storm with Inlet
- Silt Fence

**SITE DATA**

Total Land Area: 20.68 AC  
 Current Zoning: R-1AA  
 Future Land Use: Low Density Suburban Residential (Max. 3.5 Dwellings)  
 Total Units: 33 Units  
 Proposed Density: 2.06 Units/Acre  
 Required open space / recreation: 20,000 sf  
 Maximum Building Height: 30' (3-story)  
 Minimum Building Setbacks on Lots:  
 Front: 20'  
 Side: 10'  
 Rear: 10'  
 Corner: 20'  
 Minimum Lot Size: 20' x 100' (1,350 Sq. Ft.)  
 Minimum Building Area: 1,700 Sq. Ft.  
 Open Space Calculations:  
 Recreation Area: 2.41 AC  
 Active Recreation: 0.88 AC  
 Passive Recreation: 0.58 AC  
 Total open space provided: 4.87 AC



NOTE: FLORIDA EROSION AND SEDIMENT CONTROL MANUAL TO BE USED FOR DESIGN CONTROL PLANS

A STATEMENT WILL BE INCORPORATED INTO THE COVENANTS AND RESTRICTIONS TO ALERT HOME OWNERS OF THE ADJACENT UTILITY PLANT FACILITY. NO STRUCTURES ALLOWED WITHIN 40' EASEMENT BEHIND LOTS 14, 15 AND 16.

NOTE: USE RECORD PLAT FOR ALL CONSTRUCTION LAYOUT WORK.

TOPOGRAPHIC SURVEY DATA BASED ON INFORMATION PROVIDED BY GEODATA CONSULTANTS, INC. (PHONE: 407-860-2322)

**OVERALL PLAN SHEET**

Stanton Ridge

JOB NUMBER: 13-031     SHEET: 3/33

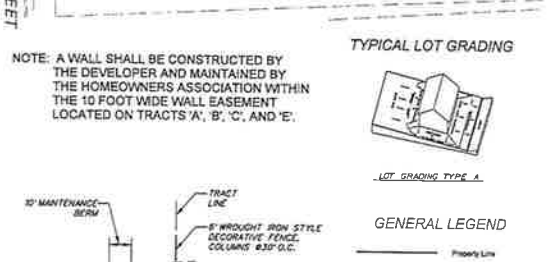
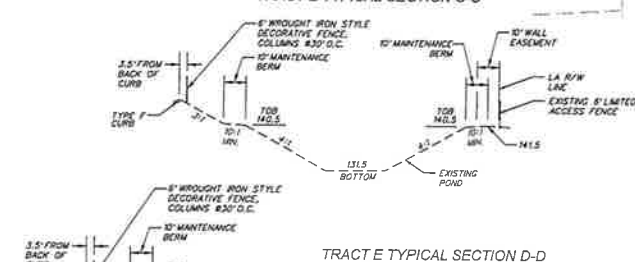
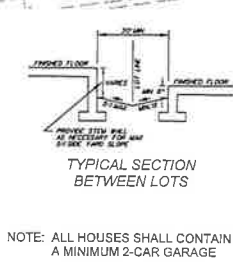
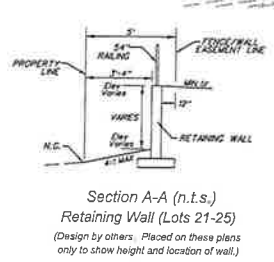
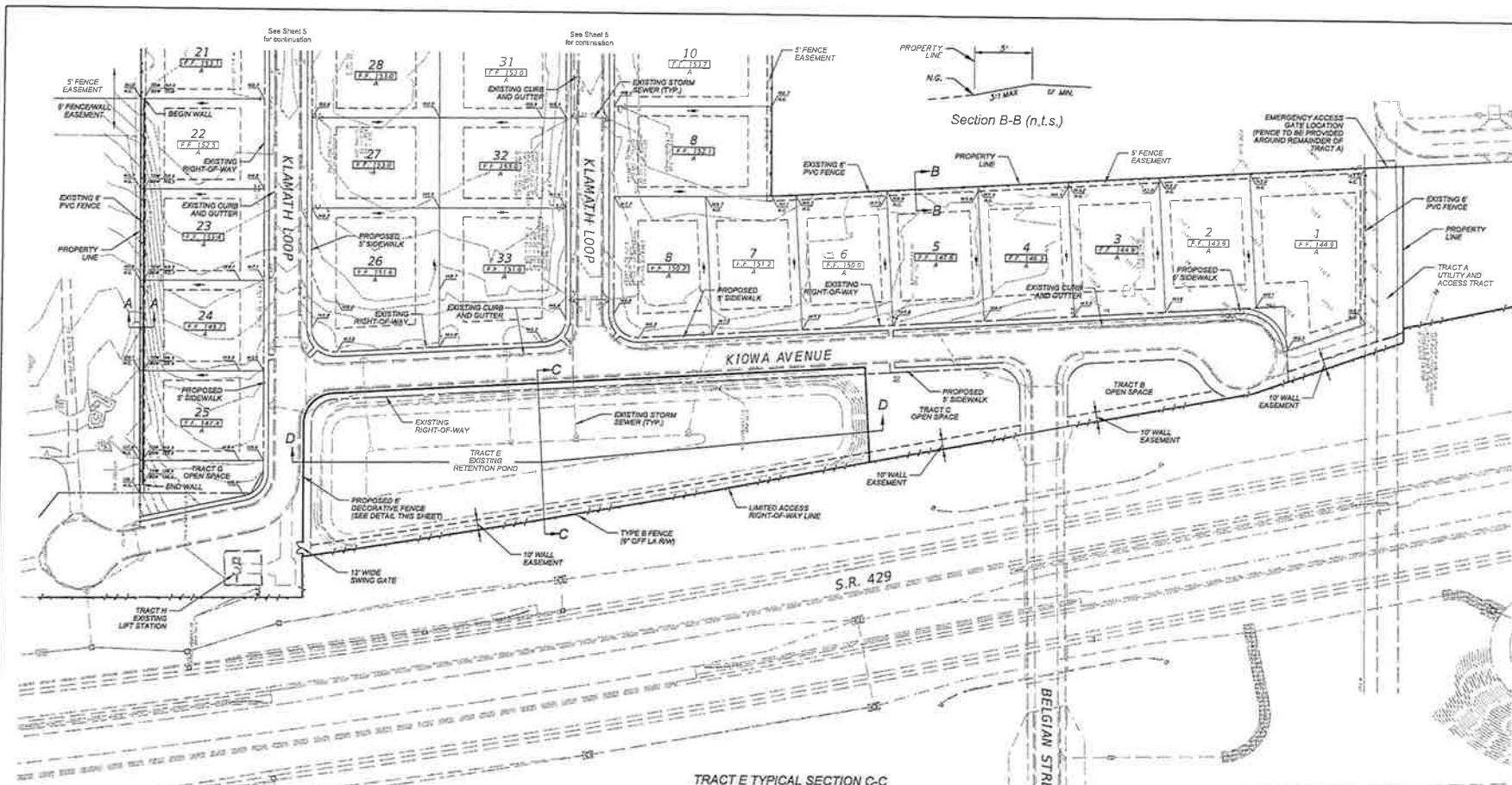
DATE: 09-26-17     P.L. Number: 2018

**GTC Engineering Corporation**

11401 Avenue of the Arts, Ft. Worth, TX 76140  
 Civil and Survey Engineers

PROJECT: 13-031

DATE: 10/27/18



NOTE: USE RECORD PLAT FOR ALL CONSTRUCTION LAYOUT WORK.  
TOPOGRAPHIC SURVEY DATA BASED ON INFORMATION PROVIDED BY  
GEODATA CONSULTANTS, INC. (PHONE: 407-660-2322)

**GRADING PLAN**  
Station Ridge

City of Naples  
Lynch & Simpson, P.A., Inc.  
12000 S.W. 11th Street, Suite 200, Naples, FL 34108  
Phone: (239) 438-1111  
Fax: (239) 438-1112  
www.lcsinc.com

**GTC Engineering Corporation**  
10000 S.W. 11th Street, Suite 200, Naples, FL 34108  
Phone: (239) 438-1111  
Fax: (239) 438-1112  
www.gtceng.com

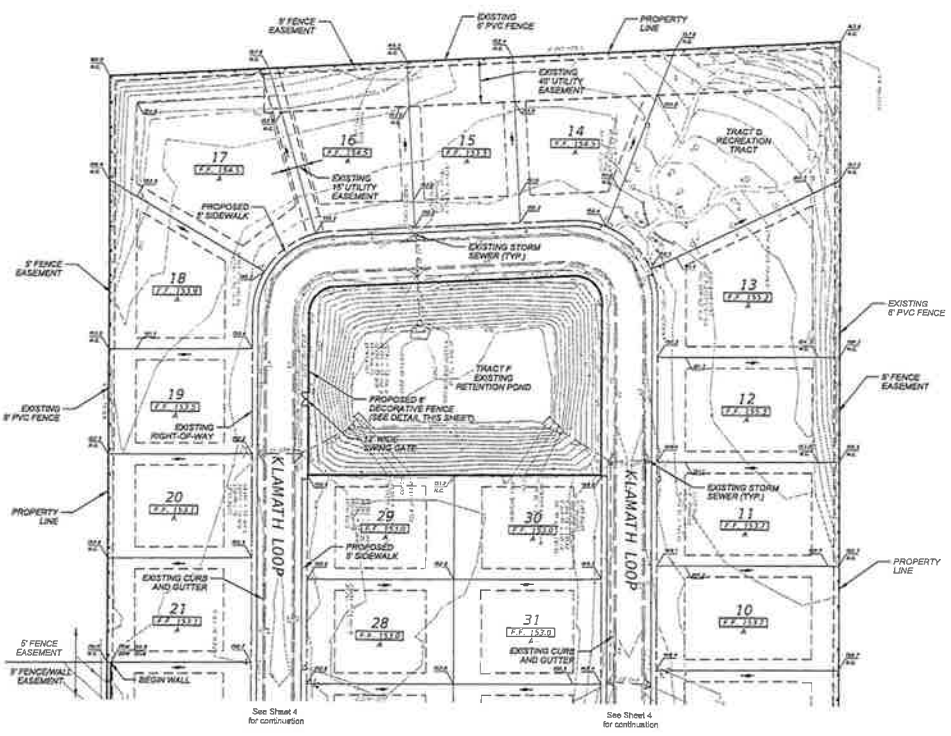
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FILE: 880004  
DRAWN BY: DMF  
CHECKED BY: EBE  
DESIGNED BY: DDT

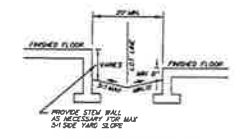
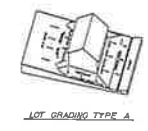
DATE: 08/24/11  
SCALE: 1"=40'

13/03/2011



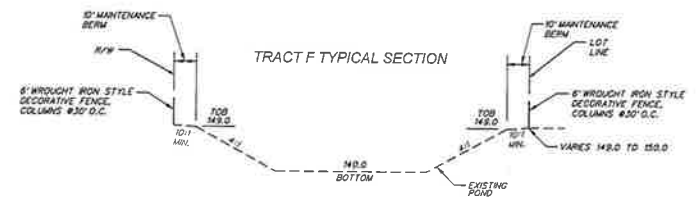


TYPICAL LOT GRADING



TYPICAL SECTION BETWEEN LOTS

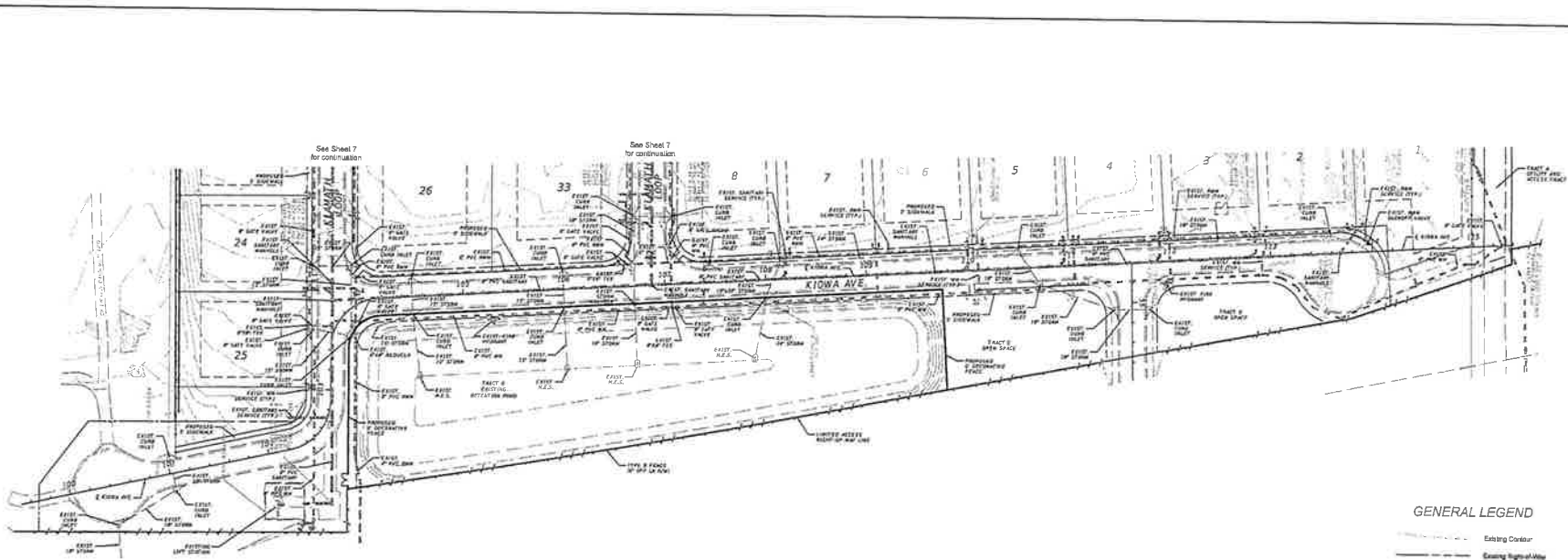
NOTE: ALL HOUSES SHALL CONTAIN A MINIMUM 2-CAR GARAGE



GENERAL LEGEND

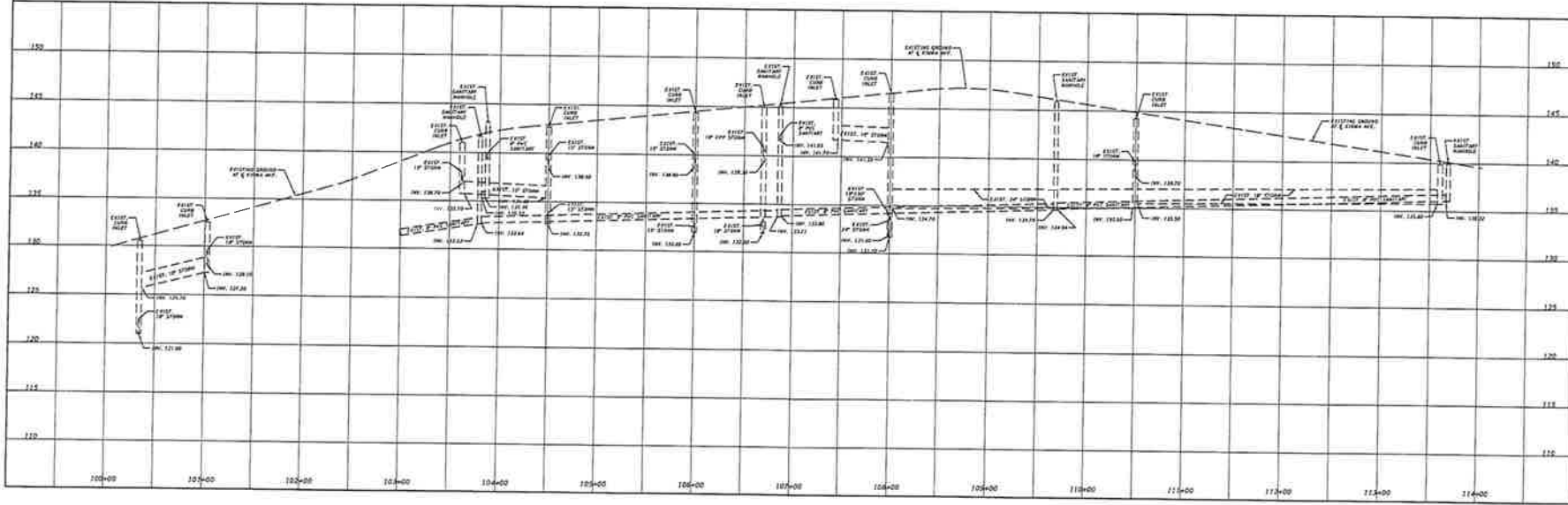
- Property Line
- - - Existing Right-of-Way
- Existing Curb and Gutter
- - - Existing Limited Access ROW
- - - Existing Storm with Inlet
- - - Retaining Wall

NOTE: USE RECORD PLAT FOR ALL CONSTRUCTION LAYOUT WORK  
 TOPOGRAPHIC SURVEY DATA BASED ON INFORMATION PROVIDED BY  
 GEODATA CONSULTANTS, INC. (PHONE: 407-660-2322)



GENERAL LEGEND

- - - - - Existing Center
- - - - - Existing Right-of-Way
- - - - - Existing Curb and Gutter
- - - - - Existing Watermain
- - - - - Existing Storm with Inlet
- - - - - Sanitary with Manhole
- - - - - Existing Police Main



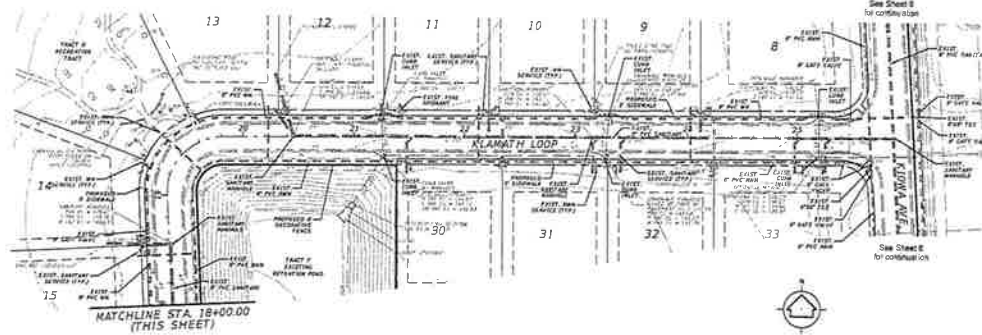
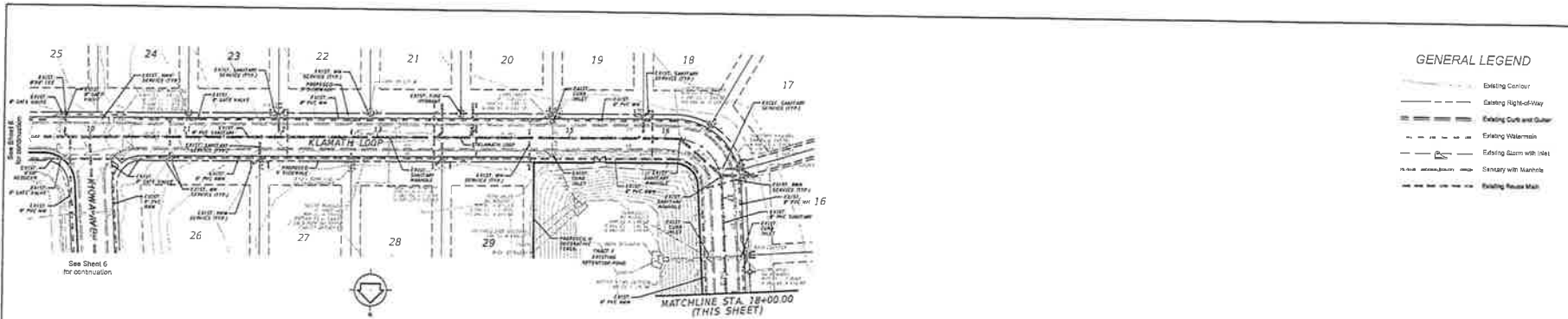
**PLAN/PROFILE - KIOWA AVE.**

Stanton Ridge

FILE: 600800A  
 DATE: 07-21-11  
 CHECKED BY: JMK  
 DESIGNED BY: JMK

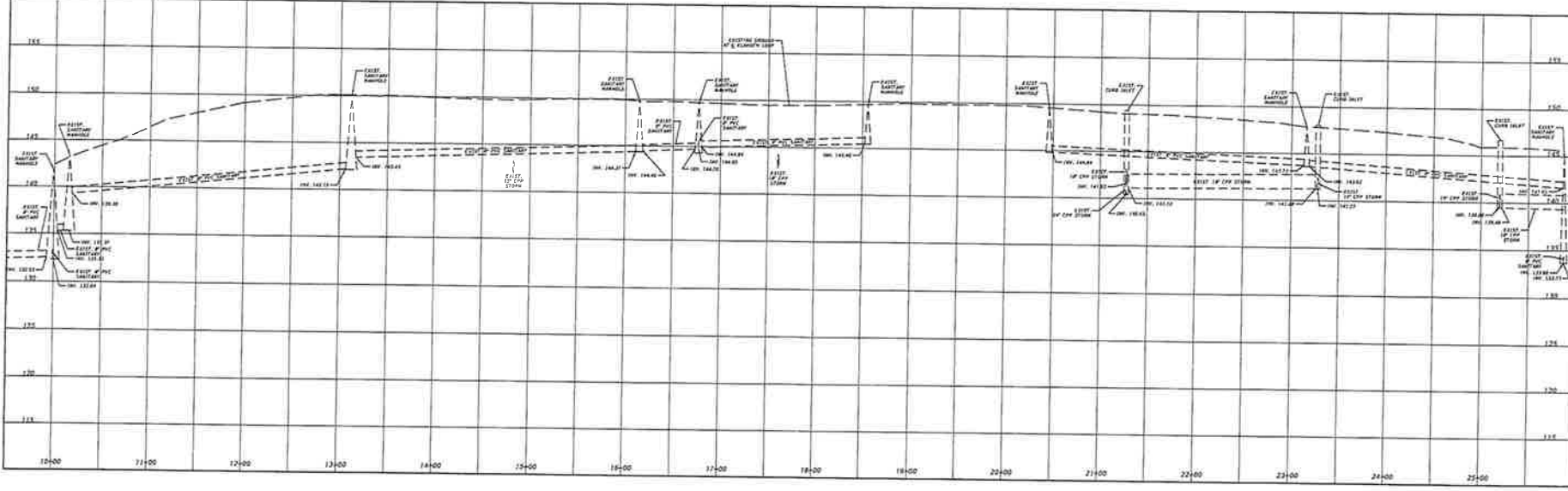
**GTC Engineering Corporation**  
13330 South River Road, Omaha, NE 68148  
 Corporation of Nebraska  
 60122000000000

DATE: 07-21-11  
 BY: JMK  
 SCALE: PLAN 1/4"=1'-0"  
 PROFILE 1/4"=1'-0"  
 SHEET: 4 OF 4



GENERAL LEGEND

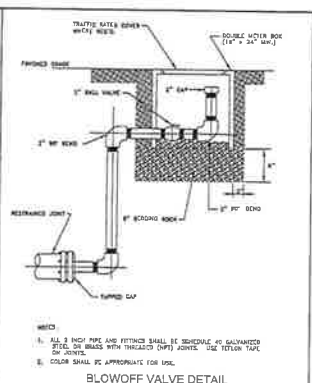
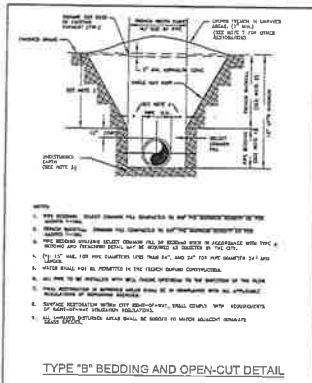
- - - - - Existing Contour
- - - - - Existing Right-of-Way
- - - - - Existing Curb and Gutter
- - - - - Existing Watermain
- - - - - Existing Storm with Inlet
- - - - - Sanitary with Manhole
- - - - - Existing Reuse Main



PLAN / PROFILE - KLAMATH LOOP  
Stanton Ridge

GTC Engineering Corporation  
1200 N. 1st Street, Suite 101, Lewiston, ID 83501  
Phone: (208) 743-1111  
Fax: (208) 743-1112

FIELD: BOONVILLE	SCALE: 1" = 40'
DATE: 08/11/11	DESIGNED BY: JAM
PROJECT NO: 11111	CHECKED BY: JAM
DATE: 08/11/11	APPROVED BY: JAM
PROJECT NO: 11111	DESCRIPTION: KLAMATH LOOP
DATE: 08/11/11	SCALE: PLAN VIEW 1" = 40'
PROJECT NO: 11111	SCALE: PROFILE VIEW 1" = 40'

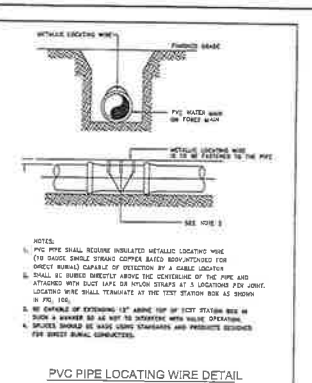
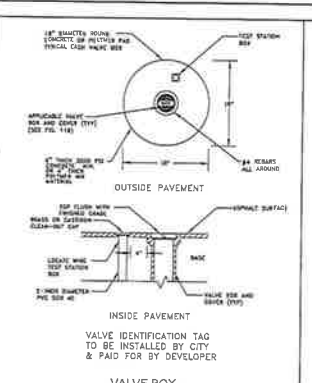


**RESTRAINED PIPE TABLE (PVC)**

PIPE SIZE	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	48"
MINIMUM LENGTH (FT)	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	7.0	8.0	9.0	10.0
MAXIMUM LENGTH (FT)	10.0	12.0	14.0	16.0	18.0	20.0	22.0	24.0	26.0	30.0	36.0	42.0	48.0

NOTES:

1. FITTINGS SHALL BE RESTRAINED JOINT PIPE.
2. FITTINGS SHALL BE RESTRAINED WITH THE FOLLOWING:
3. FITTINGS SHALL BE RESTRAINED WITH THE FOLLOWING:
4. FITTINGS SHALL BE RESTRAINED WITH THE FOLLOWING:
5. FITTINGS SHALL BE RESTRAINED WITH THE FOLLOWING:
6. FITTINGS SHALL BE RESTRAINED WITH THE FOLLOWING:
7. FITTINGS SHALL BE RESTRAINED WITH THE FOLLOWING:
8. FITTINGS SHALL BE RESTRAINED WITH THE FOLLOWING:
9. FITTINGS SHALL BE RESTRAINED WITH THE FOLLOWING:
10. FITTINGS SHALL BE RESTRAINED WITH THE FOLLOWING:



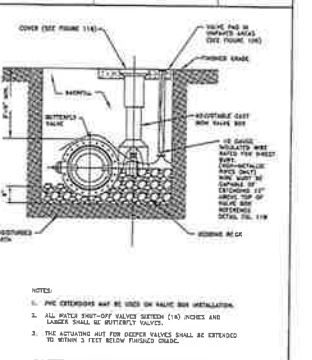
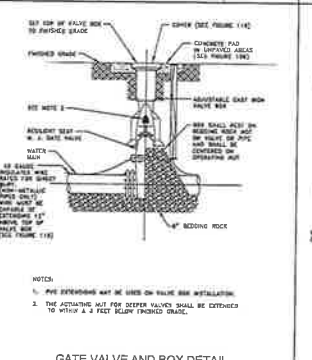
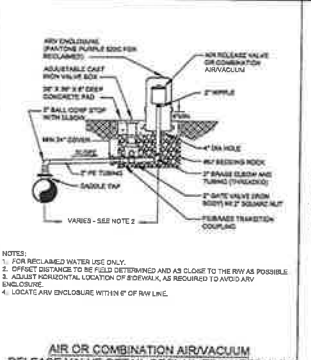
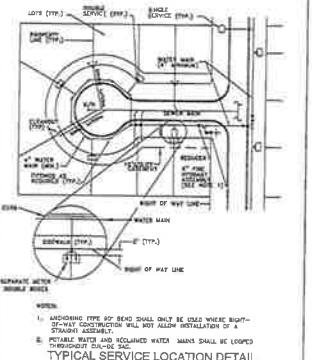
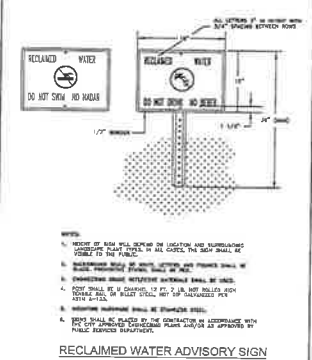
CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 100

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 403

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 105

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 109

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 118



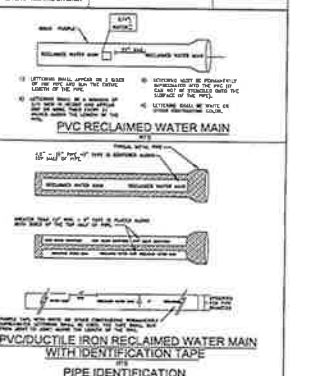
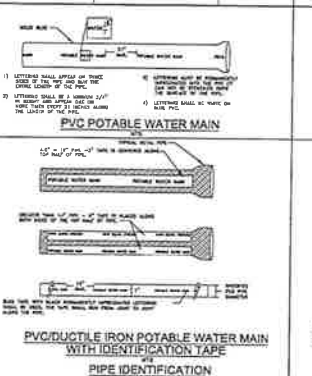
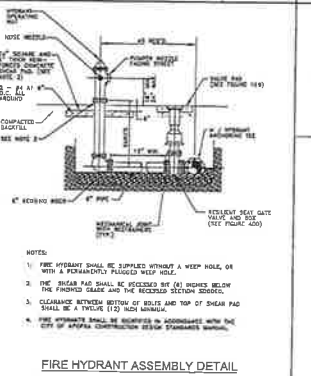
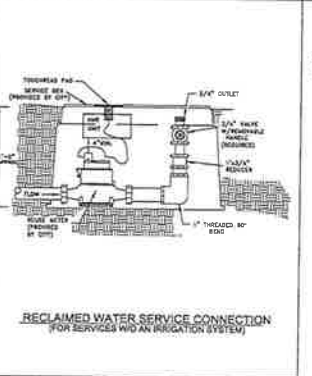
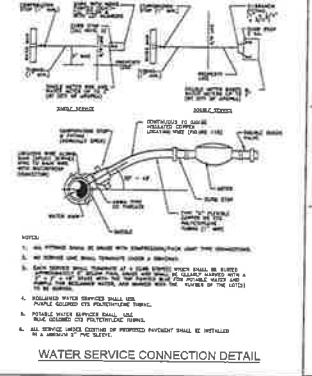
CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 115

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 404

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 113

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 400

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 401



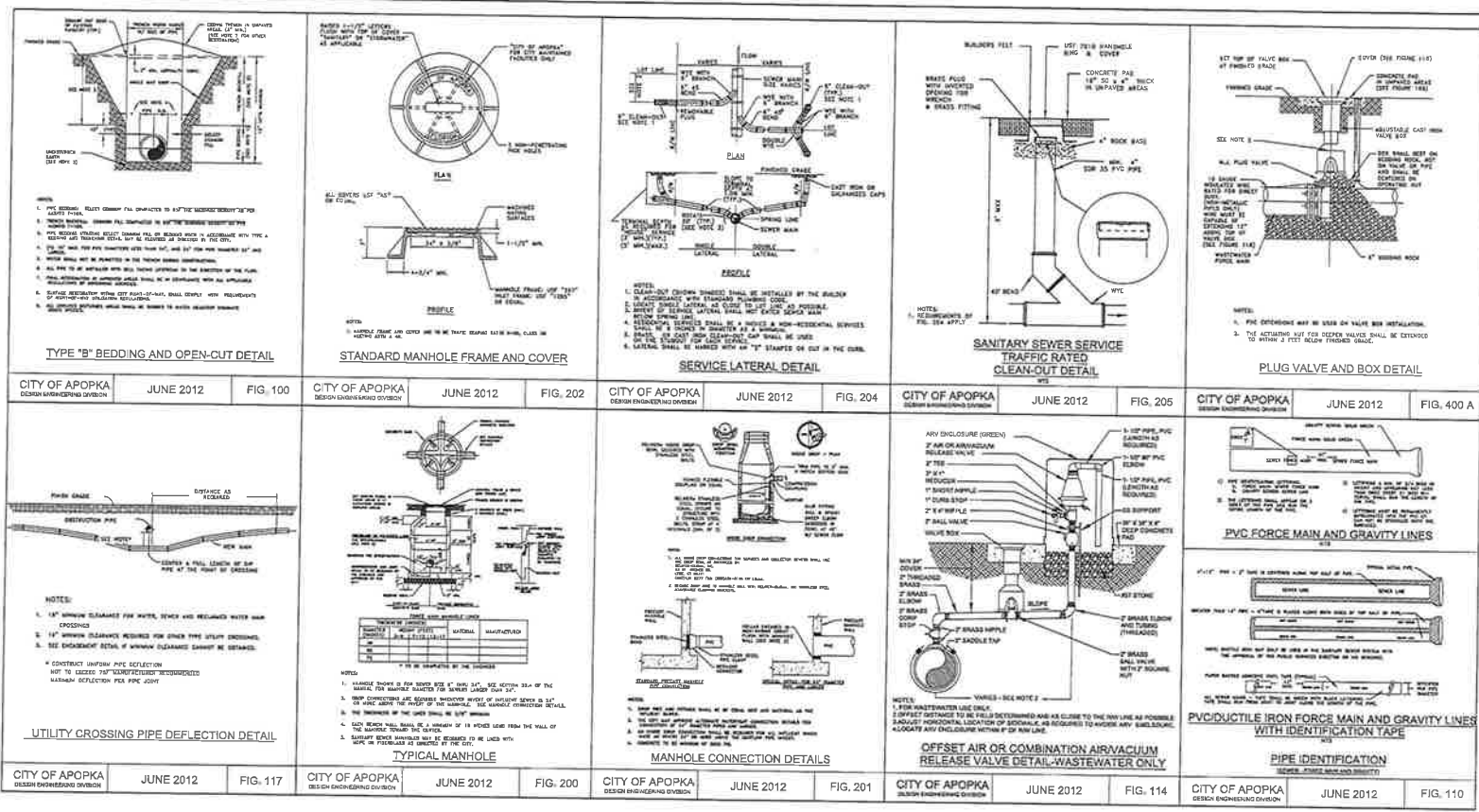
CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 405

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 506

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 402

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 112

CITY OF APOPKA  
DESIGN ENGINEERING DIVISION  
JUNE 2012  
FIG. 111




CITY OF APOPKA DESIGN ENGINEERING DIVISION JUNE 2012 FIG. 100 CITY OF APOPKA DESIGN ENGINEERING DIVISION JUNE 2012 FIG. 202 CITY OF APOPKA DESIGN ENGINEERING DIVISION JUNE 2012 FIG. 204 CITY OF APOPKA DESIGN ENGINEERING DIVISION JUNE 2012 FIG. 205 CITY OF APOPKA DESIGN ENGINEERING DIVISION JUNE 2012 FIG. 400 A

CITY OF APOPKA DESIGN ENGINEERING DIVISION JUNE 2012 FIG. 117 CITY OF APOPKA DESIGN ENGINEERING DIVISION JUNE 2012 FIG. 200 CITY OF APOPKA DESIGN ENGINEERING DIVISION JUNE 2012 FIG. 201 CITY OF APOPKA DESIGN ENGINEERING DIVISION JUNE 2012 FIG. 114 CITY OF APOPKA DESIGN ENGINEERING DIVISION JUNE 2012 FIG. 110

**MEMORANDUM**

To: Central Florida Expressway Authority  
Right of Way Committee

From: Deborah D. Keeter   
Dewberry Engineers, Inc.

Date: September 11, 2018

Re: SR 528, Multi-Modal Corridor  
Project 1240, Parcel 109  
Amendment to Reciprocal Access and Utility Easement Agreement.

Central Florida Expressway Authority's SR 528, Project 1240 was the acquisition of several parcels along the south side of SR 528 to accommodate a Multi-Modal Corridor. Subsequent to the acquisitions, easements were conveyed to All Aboard Florida for the intercity passenger rail corridor connecting Miami and Orlando.

Parcel 109 was acquired subject to a 100' Reciprocal Access and Utility Easement Agreement between Farmland Reserve and Lockheed Martin (FR easement). The FR easement overlaps by 50' another 100' easement in favor of the City of Cocoa. The parties wish to realign the FR easement, within Parcel 109, to encumber basically the same footprint as the Cocoa easement.

The All Aboard Florida plans do not provide for the rail to span the east 50' of the FR easement and cannot be approved by CFX without accommodating or realigning this pre-existing FR easement.

In addition, the original FR easement described property north of the then existing south limited access right of way line that was owned by CFX at the time and should not have been included. This Amendment will also release that CFX property from the cloud created by the incorrect legal description.

We request the Right of Way Committee recommend to the Board the approval of the proposed Amendment.

**Attachments**

Exhibit

Proposed Amendment

Prepared by and after  
Recording return to:

Ambarina Perez, Esq.  
117 NE 1<sup>st</sup> Avenue, 11<sup>th</sup> Floor  
Miami, Florida 33132

---

*space above this line for recording information*

---

**AMENDMENT TO RECIPROCAL  
ACCESS AND UTILITY EASEMENT AGREEMENT**

THIS AMENDMENT TO RECIPROCAL ACCESS AND UTILITY EASEMENT AGREEMENT (this "Amendment") is made as of the \_\_\_ day of \_\_\_\_\_, 2018, by and among **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes, whose address is 4974 ORL- Tower Road, Orlando, Florida 32807 (the "CFX"), **LOCKHEED MARTIN CORPORATION**, a Maryland corporation, whose address is c/o LMC Properties, Inc., Suite 1400, 100 South Charles Street, Baltimore, Maryland 21201, Attention General Counsel ("LM") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation, whose address is 79 S. Main Street, Suite 1000, Salt Lake City, Utah 84111 ("FR").

**RECITALS:**

WHEREAS, LM and FR entered into that certain Reciprocal Access and Utility Easement Agreement dated December 15, 2006 and recorded December 27, 2006 in Official Records Book 9034, Page 2957, of the Public Records of Orange County, Florida (the "Original Easement Agreement");

WHEREAS, FR conveyed a portion of the FR Land (as defined in the Original Easement), including, without limitation, a portion of the FR Road (as defined in the Original Easement) to CFX pursuant to that certain Special Warranty Deed dated December 16, 2015, recorded December 17, 2015 in Official Records Book 11029, Page 6485 of the Public Records of Orange County, Florida;

WHEREAS, the parties hereto wish to amend the Original Easement Agreement by releasing a portion of the FR Road described in the Original Easement Agreement, and by realigning a portion of the FR Road; and

WHEREAS, CFX owns the Release Property (as hereinafter defined) and the Realignment Property (as hereinafter defined).

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CFX, LM and FR hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated herein and made a part hereof by this reference.

2. FR Road. The legal description of FR Road (as described in the Original Easement Agreement) is hereby amended as follows: (i) by releasing therefrom in its entirety the land more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Release Property"), and (ii) by adding thereto the lands more particularly described on **Exhibit "B"** attached hereto and made a part hereof (the "Realignment Property").

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law provisions.

4. Modifications. Except as modified herein, the parties hereby ratify and reaffirm all of the terms, conditions and covenants of the Original Easement Agreement and hereby acknowledge that the Original Easement Agreement as modified hereby remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

[Signatures are on the following pages]



Signed, sealed and delivered  
In the presence of:

CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY, a body corporate and politic  
existing pursuant to Chapter 348, Florida  
Statutes

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, as \_\_\_\_\_ of Central Florida Expressway Authority, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes. He / She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State and County aforesaid  
My Commission Expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

[Signatures continue on next page]


Signed, sealed and delivered  
In the presence of:



Name: James Damm

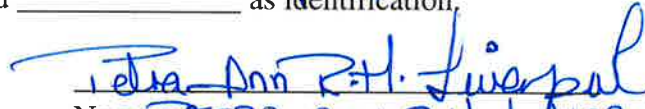
  
Name: Mary Patricia Barr

LOCKHEED MARTIN CORPORATION,  
a Maryland corporation  
By LMC Properties, Inc. Pursuant to  
Irrevocable Power of Attorney dated April 4,  
2016

By:   
Name: Thomas M Green  
Title: Sr. Manager - Real Estate

STATE OF Maryland  
COUNTY OF Baltimore

The foregoing was acknowledged before me this 25<sup>th</sup> day of July, 2018 by  
Thomas M. Green Sr. Manager RE of Lockheed Martin Corporation, a Maryland corporation. He  
She is personally known to me or has produced \_\_\_\_\_ as identification.

  
Name: PETRA-ANN R.H. LIVERPOOL  
Notary Public, State and County aforesaid  
My Commission Expires: December 22, 2018  
Commission No. \_\_\_\_\_

**PETRA-ANN R.H. LIVERPOOL**  
Notary Public  
Howard County  
Maryland  
My Commission Expires Dec 22, 2018

Signed, sealed and delivered  
In the presence of:

[Signature]  
Name: Kent Jorgensen

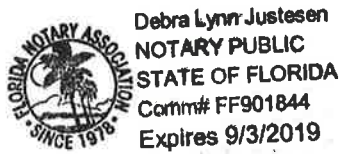
[Signature]  
Name: Debra Justesen

FARMLAND RESERVE, INC.,  
a Utah non-profit corporation

By: [Signature]  
Name: K. Erik Jacobsen  
Title: Pres.

STATE OF Florida  
COUNTY OF Osceola

The foregoing was acknowledged before me this 3<sup>rd</sup> day of August, 2018 by  
K. Erik Jacobsen as President of Farmland Reserve, Inc., a Utah non-profit corporation. He /  
She is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Name: Debra Lynn Justesen  
Notary Public, State and County aforesaid  
My Commission Expires: 09/03/19  
Commission No. FF901844

**EXHIBIT “A”**

Release Property

[see legal description and sketch on the following two (2) pages]

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
STATE ROAD 528**

**PROJECT No. 528-1240**

**PARCEL No.**

**PURPOSE:** *Partial release of existing easement*  
**ESTATE:**

A parcel of land lying in Section 35 Township 23 South, Range 32 East, Orange County, Florida, being a portion of those lands described in Exhibit "C" in Official Records Book 09034 at Page 2957 of the Public Records of Orange County, Florida, lying within the westerly 100 feet of said Section 35, being more particularly described as follows:

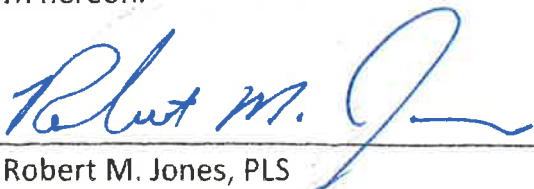
BEGIN at a nail and disc (stamped LB 7932) marking the Northwest Corner of Section 35, Township 23 South, Range 32 East, Orange County, Florida; thence run South 00°11'24" West, along the west line of Northwest 1/4 of said Section 35, a distance of 928.12 feet to the existing Southerly Limited Access Right of Way Line of State Road 528 as described in Official Records Book 11029 at Page 9397 of said Public Records; thence run North 89°29'57" East, along said existing Southerly Limited Access Right of Way Line, a distance of 47.17 feet to a point on a non-tangent curve with a radius of 11564.99 feet, concave to the north; thence run easterly along said existing Southerly Limited Access Right-of-Way Line and curve to the left through a central angle of 00°15'43", an arc distance of 52.85 feet where the chord bears North 89°00'06" East, a distance of 52.85 feet to the point of intersection with a non-tangent line, lying 100.00 feet east of said west line of the Northwest 1/4 of Section 35, as measured at right angles to; thence run North 00°11'24" East, along said line, a distance of 927.08 feet to the north line of the Northwest 1/4 of said Section 35; thence run South 89°49'39" West, along said north line, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 2.130 acres, more or less.

**Surveyor's Notes:**

- 1) This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
- 3) The location and configuration of the lands described and depicted hereon were provided by the client.
- 4) Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the west line of the northwest 1/4 of Section 35, Township 23 South, Range 32 East as being South 00°11'24" West. The average combined scale factor is 0.999942.
- 5) The location of the right-of-way lines of interest is based on the following right-of-way maps:  
Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2
- 6) This Legal Description and Sketch may have been reduced in size by reproduction.

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 Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.



Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

**THIS IS NOT A SURVEY**

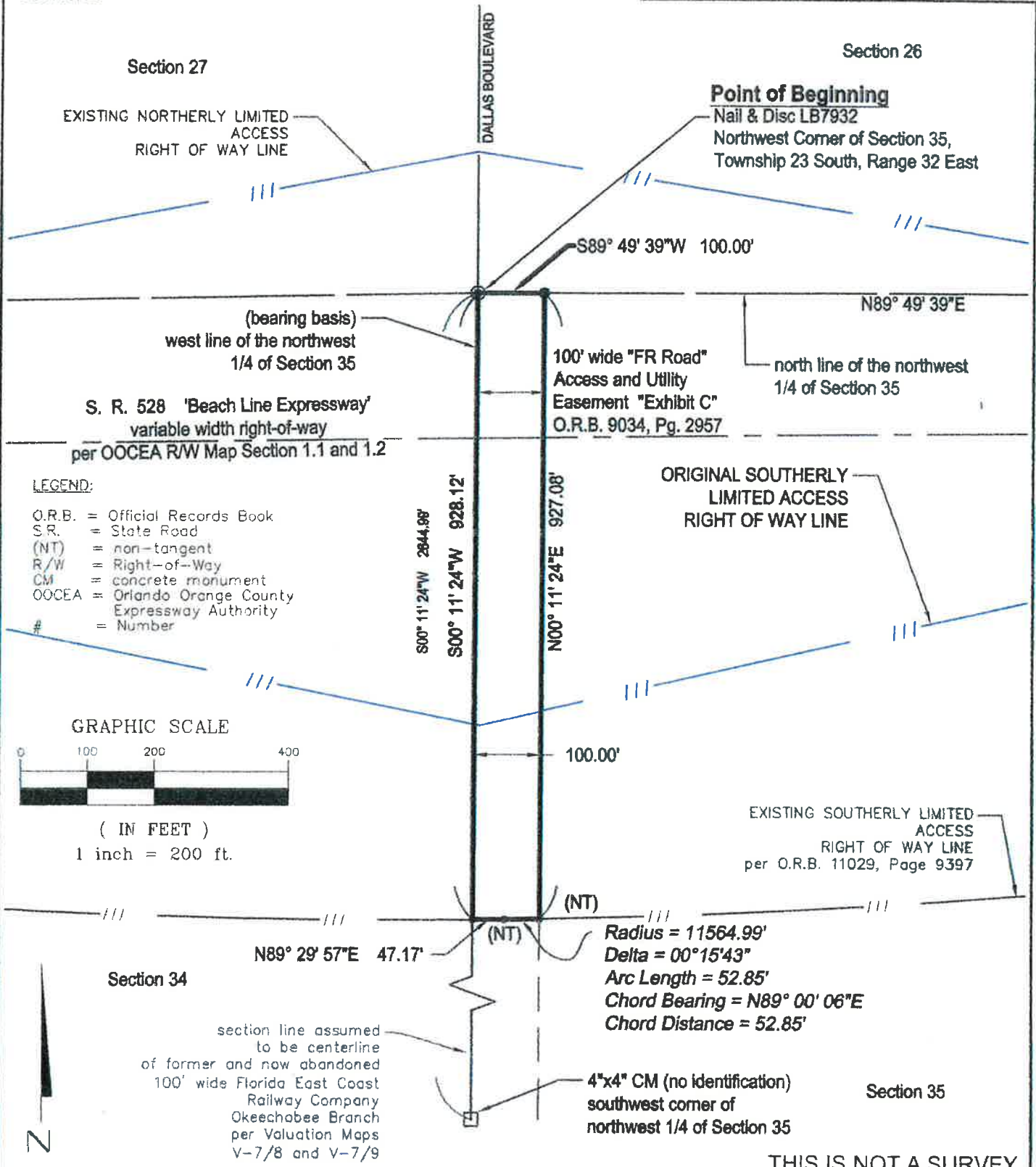
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 09/19/2016	 <b>Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</b> 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB #: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT #: 528-1240			DRAWING NAME: Lockheed Contract CFX 52828 at Fairland, Inc.	

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 528**

**PROJECT No. 528-1240**

**PARCEL No.**

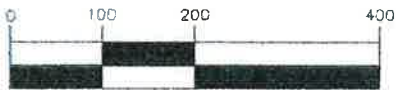
**PURPOSE:** Partial release of existing easement  
**ESTATE:**



**LEGEND:**

- O.R.B. = Official Records Book
- S.R. = State Road
- (NT) = non-tangent
- R/W = Right-of-Way
- CM = concrete monument
- OOCEA = Orlando Orange County Expressway Authority
- # = Number

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 200 ft.

**THIS IS NOT A SURVEY**

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

LEGAL DESCRIPTION and SKETCH

SHEET 2 OF 2

DESIGNED BY: HNTB

DATE: 09/19/2016

Amec Foster Wheeler Environment & Infrastructure, Inc.

REVISIONS

DRAWN BY: PEW

AMEC JOB #: 6374150865



75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570

DATE BY

APPROVED BY: RMJ

CFX PROJECT #: 528-1240

Certificate of Authorization Number LB-0007932

SPRING WIRE Lockwood Contract 071 9523 at Florida Ave

**EXHIBIT "B"**

Realignment Property

[see legal description and sketch on the following two (2) pages]

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
STATE ROAD 528  
PROJECT No. 528-1240  
PARCEL No.  
PURPOSE: ACCESS AND UTILITY  
ESTATE: PERPETUAL, NON-EXCLUSIVE EASEMENT**

A parcel of land lying in Sections 34 and 35 Township 23 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

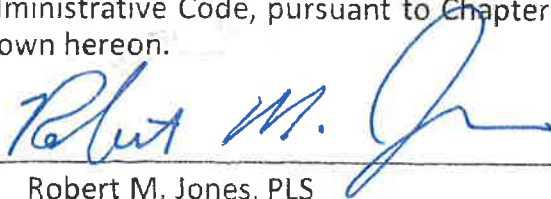
Commence at a nail and disc (stamped LB 7932) marking the Northwest Corner of Section 35, Township 23 South, Range 32 East, Orange County, Florida; thence run South 00°11'24" West, along the west line of Northwest 1/4 of said Section 35, a distance of 639.64 feet to the original Southerly Limited Access Right of Way Line of State Road 528 as depicted on Orlando Orange County Expressway Authority Right-of-Way Map, Sections 1.1 and 1.2 for the POINT OF BEGINNING; thence run South 78°44'39" East, along said original Southerly Limited Access Right of Way Line, a distance of 3.73 feet, thence run North 77°21'23" East along said original Southerly Limited Access Right-of-Way Line, a distance 47.53 feet; thence departing said original Southerly Limited Access Right of Way Line, run South 00°11'24" West, a distance of 247.07 feet; thence run South 45°02'43" East, a distance of 70.42 feet to a point on the existing Southerly Limited Access Right of Way Line of said State Road 528 as described in Official Records Book 11029 at Page 9397 of the Public Records of Orange County, Florida, said point lying on a non-tangent curve with a radius of 11564.99 feet, concave to the north; thence run westerly along said existing Southerly Limited Access Right of Way Line and curve to the right through a central angle of 00°15'43", an arc distance of 52.85 feet where the chord bears South 89°00'06" West, a distance of 52.85 feet to the point of intersection with a non-tangent line; thence run South 89°29'57" West along said existing Southerly Limited Access Right-of-Way Line, a distance of 47.17 feet to said west line of the Northwest 1/4 of said Section 35; thence departing said existing Southerly Limited Access Right of Way Line, run North 45°02'43" West, a distance of 70.42 feet; thence run North 00°11'24" East, a distance of 248.67 feet to said original Southerly Limited Access Right-of-Way Line; thence run South 78°44'39" East, along said original Southerly Limited Access Right-of-Way Line, a distance of 50.95 feet to the POINT OF BEGINNING.

Containing 0.673 acres, more or less.

**Surveyor's Notes:**

- 1) This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
- 3) The location and configuration of the lands described and depicted hereon were provided by the client.
- 4) Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the west line of the northwest 1/4 of Section 35, Township 23 South, Range 32 East as being South 00°11'24" West. The average combined scale factor is 0.999942.
- 5) The location of the right-of-way lines of interest is based on the following right-of-way maps:  
Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2
- 6) This Legal Description and Sketch may have been reduced in size by reproduction.

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 Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

  
Robert M. Jones, PLS

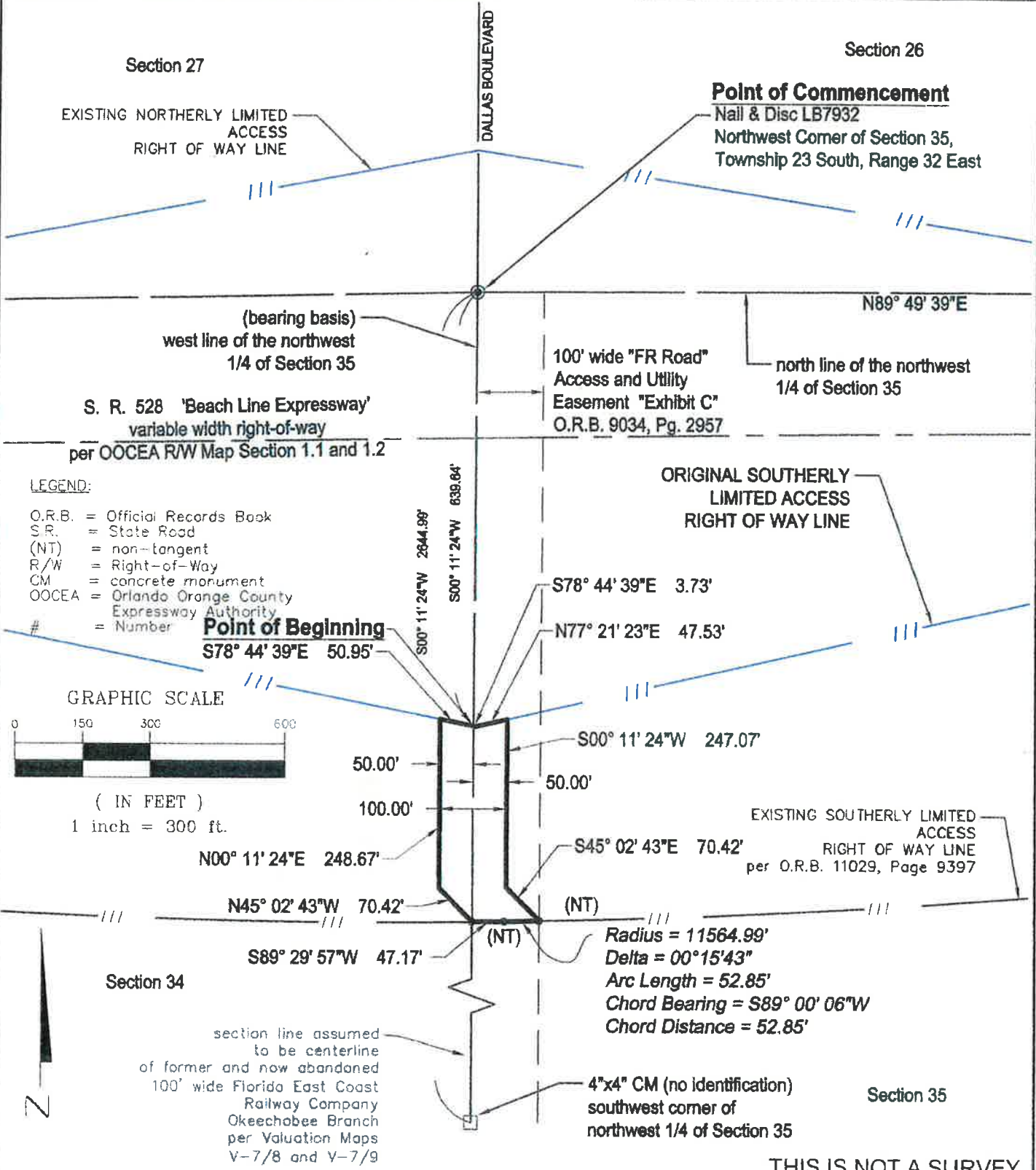
Florida Surveyor and Mapper, License No. LS-0004201

**THIS IS NOT A SURVEY**

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2		
DESIGNED BY: HNTB	DATE: 09/19/2016	 <b>Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</b> 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS		
DRAWN BY: PEW	AMEC JOB #: 6374150865			DATE	BY	
APPROVED BY: RMJ	CFX PROJECT #: 528-1240					



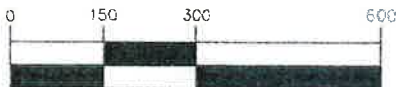
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**STATE ROAD 528**  
**PROJECT No. 528-1240**  
**PARCEL No.**  
**PURPOSE: ACCESS AND UTILITY**  
**ESTATE: PERPETUAL, NON-EXCLUSIVE EASEMENT**



**LEGEND:**

- O.R.B. = Official Records Book
- S.R. = State Road
- (NT) = non-tangent
- R/W = Right-of-Way
- CM = concrete monument
- OOCEA = Orlando Orange County Expressway Authority
- # = Number

**GRAPHIC SCALE**



( IN FEET )  
 1 inch = 300 ft.

**THIS IS NOT A SURVEY**

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 09/19/2016	 <b>Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</b> 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB 0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB #: 6374150865			DATE	BY
APPROVED BY: RMJ	CFX PROJECT #: 528-1240			<small>GRAPHIC SCALE: Locked Element (X) 19523 in 1 printed.dwg</small>	

CENTRAL FLORIDA  
GREENWAY

INNOVATION WAY

DALLAS BOULEVARD



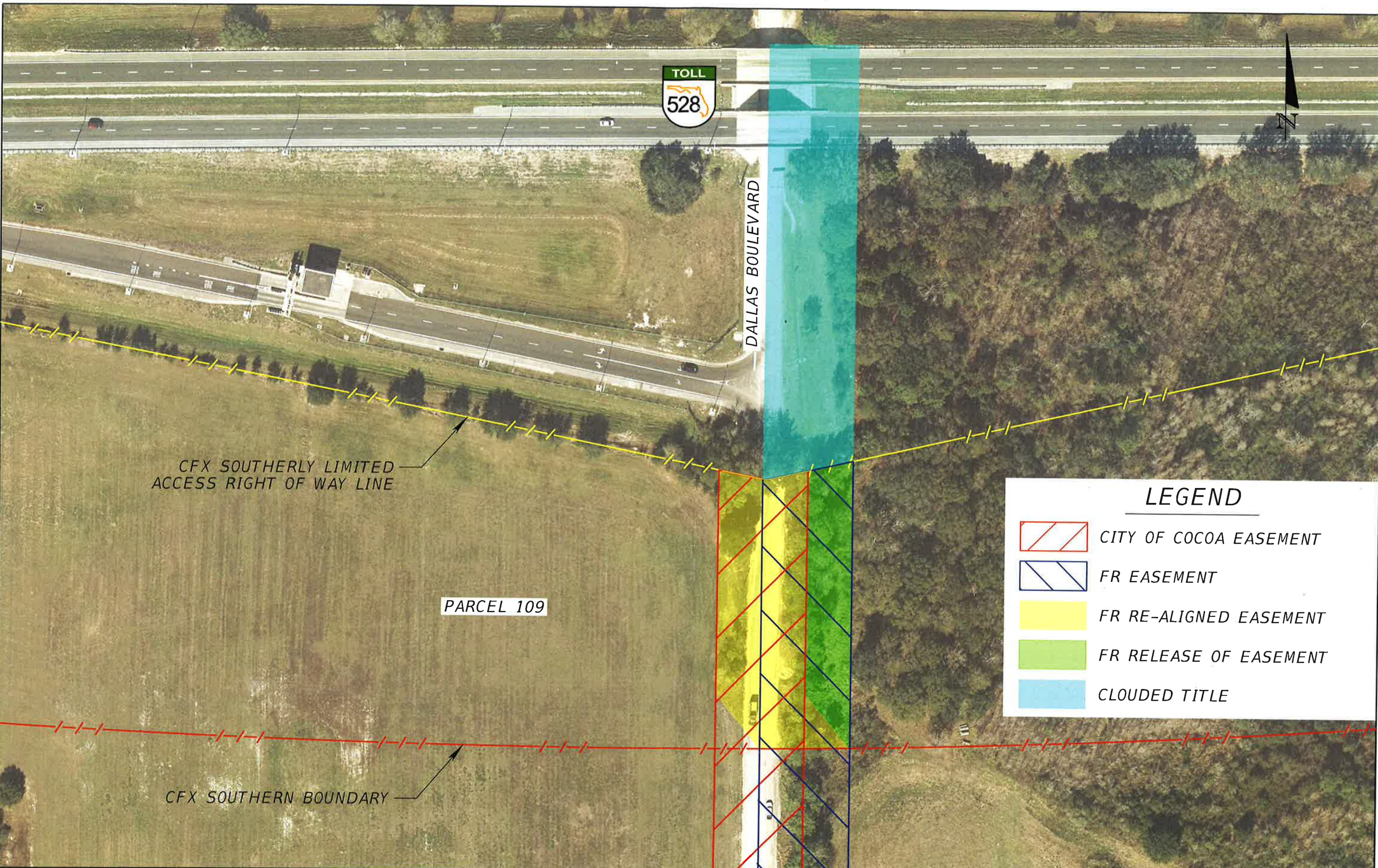
CENTRAL FLORIDA  
GREENWAY

INNOVATION WAY

DALLAS BOULEVARD

DATE		DESCRIPTION		REVISIONS		DEWBERRY ENGINEERS INC. 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FL 32801	CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT-OF-WAY	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SR 528 LOCATION MAP EXHIBIT SEPTEMBER 2018	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	SHEET NO.						
										A-1

SUSERS    SDATES    \$TIMES    \$FILES



**LEGEND**

- CITY OF COCOA EASEMENT
- FR EASEMENT
- FR RE-ALIGNED EASEMENT
- FR RELEASE OF EASEMENT
- CLOUDED TITLE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DEWBERRY ENGINEERS INC.  
800 NORTH MAGNOLIA AVENUE  
SUITE 1000  
ORLANDO, FL 32801

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
RIGHT-OF-WAY

CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

**SR 528 AT DALLAS BLVD.  
EXHIBIT  
SEPTEMBER 2018**

SHEET  
NO.  
A-2