

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY COMMITTEE

May 22, 2019

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 March 27, 2019 minutes.

Action Item.

4. **S.R. 429, WEKIVA PARKWAY PROJECTS 429-202 AND 429-203  
RIGHT-OF-WAY TRANSFER OF PORTIONS OF KELLY PARK ROAD, YOTHERS ROAD  
AND JOSHUA RIDGE LANE WITH THE CITY OF APOPKA**

Requesting the Committee's recommendation for Board Approval of a Right-of-Way Transfer and Continuing Maintenance Agreement with the City of Apopka pertaining to Kelly Park Road, Yothers Road, and Joshua Ridge Lane.

– Linda S. Brehmer Lanosa, *CFX*

Action Item.

5. **S.R. 429, WEKIVA PARKWAY PROJECTS 429-201 AND 429-202  
CITY OF APOPKA'S REQUEST FOR ROAD RIGHT-OF-WAY AND PROPERTY NEEDED TO  
IMPLEMENT ITS WESTERN GATEWAY TRANSPORTATION MASTER PLAN  
IMPROVEMENT**

Requesting the Committee's recommendation for Board Approval of a directive to staff to proceed with the review and analysis of Apopka's request for road right-of-way and property including the purchase of property adjacent to Connector Road and CFX's fractional interest in Southfork Drive to be used for public road right-of-way, and the preparation of CFX's standard real estate agreement to sell surplus property, resolutions, jurisdictional transfer and ongoing maintenance agreement as to Connector Road, and other documents.

– Linda S. Brehmer Lanosa, *CFX*

Action Item.

AGENDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
RIGHT OF WAY COMMITTEE

May 22, 2019

2:00 p.m.

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

6. S.R. 429, WEKIVA PARKWAY PROJECT 429-202, PARCEL 800 (PARTS A AND B)  
FRACTIONAL OWNER: ITAY S. GUY  
– Linda S. Brehmer Lanosa, CFX  
Requesting the Committee's recommendation for Board approval of an all-inclusive settlement.  
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 March 27, 2019

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

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### **Committee Members Present:**

Neil Newton, Seminole County, Alternative Committee Chairman  
Laurie Botts, City of Orlando Representative  
Bob Babcock, Orange County Alternative Representative  
Todd Hudson, Osceola County Representative  
Brian Sheahan, Lake County Representative  
John Denninghoff, Brevard County 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 2:00 p.m. by Chairman Newton.

### **Item 2: PUBLIC COMMENT**

Joseph Byrd and Pam Richmond, from City of Apopka submitted public comment cards on item 5.

Public comment was delayed and addressed during item 5.

### **Item 3: APPROVAL OF MINUTES**

A motion was made by Ms. Botts and seconded by Mr. Murvin to approve the March 27, 2019 Right of Way Committee meeting minutes as presented.

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

**Item 4: S.R. 528, WEKIVA PARKWAY PROJECT 429-204, PARCEL 209/221**  
**OWNER: WILLIAM H. KELLY**

Mr. David Shontz, Esquire, of Shutts & Bowen is seeking the Committee's recommendation for Board approval of the last outstanding expert fee and attorney's fees and cost between William H. Kelley ("Respondent") and the Central Florida Expressway Authority ("CFX") regarding Parcel 209/221.

Mr. Shontz detailed the history of the parcels and the issues. Respondents incurred fees and costs in the amount of \$200,4471.41. Mr. Shontz was able to reach a settlement of the expert fee for Franklin Street as well as the supplemental attorneys' fees.

Mr. Shontz negotiated the total amount down to \$157,000.00. This includes a full release by the Respondents and extinguishes any apportionment claims as to Parcel 289.

**A motion was made by Ms. Botts and seconded by Mr. Hudson to recommend to the Board approval of the last remaining outstanding expert fee and supplemental attorneys' fees and cost in the amount of \$157,000.00.**

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

**Public Comment**

Chairman Newton next recognized Mr. Joseph Byrd, City Attorney and Ms. Pam Richmond from City of Apopka, "City".

Mr. Byrd addressed the Committee. On behalf of Mayor Nelson and the City of Apopka, we are here to present the issue of Irmalee Lane. It is the City's position that it should maintain and manage Irmalee Lane. The City has prepared and approved a Resolution that if a Jurisdictional Transfer of Irmalee Lane is approved, the City would accept responsibility for maintenance and management of Irmalee Lane.

Mr. Byrd thanked CFX General Counsel and Deputy Counsel for their professionalism and working relationship with the City for the betterment of their citizens.

Ms. Richmond deferred her time to Mr. Byrd.

**Items 5: S.R. 429-604, IRMALEE LANE, EAST OF S.R. 429, NORTH OF MCCORMICK ROAD, SOUTH OF WEST KEENE ROAD**  
**OWNER: CENTRAL FLORIDA EXPRESSWAY AUTHORITY**



Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of a Right of Way Transfer Agreement between CFX and the City of Apopka ("the City").

Ms. Brehmer Lanosa provided a brief history of Irmalee Lane. Three parcels comprise Irmalee Lane. There is a house at the end of Irmalee Lane that needed access after property was taken for State Road 429.

The City of Apopka has indicated that Irmalee Lane would be used as a local road and for utilities. As stated by Mr. Byrd, the City would assume the responsibility for the maintenance and management of Irmalee Lane.

A standard jurisdictional transfer agreement was prepared that requires the City to maintain and manage Irmalee Lane. The agreement includes a Quit Claim Deed conveying the property "as is" with a reservation of limited-access rights subject to a reverter clause in the event the property is no longer used for public right-of-way purposes.

Ms. Kelley asked if this was for public roadway purposes and Ms. Brehmer Lanosa confirmed.

Discussion ensued.

**A motion was made by Mr. Sheahan and seconded by Mr. Babcock to recommend to the Board approval of a Right of Way Transfer Agreement with the City of Apopka in a form substantially similar to the Agreement in the back-up, subject to confirmation of the legal description and a certificate from CFX's General Engineering Consultant.**

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

**Item 6: OTHER BUSINESS**

Mr. Newton advised the Committee that next Right of Way Committee Meeting would be Wednesday April 24, 2019.

**Item 7: ADJOURNMENT**

Chairman Newton adjourned the meeting at approximately 2:14 p.m.

**Minutes approved on \_\_\_\_\_, 2019.**

*Pursuant to the Florida Public Records Law and Central Florida Expressway Authority Records and Information Management Program Policy, audio tapes of all Board and applicable Committee meetings are*

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*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, Florida 32807.*

DRAFT

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: May 13, 2019

RE: Right-of-Way Transfer and Continuing Maintenance Agreement (“Agreement”) between Central Florida Expressway Authority (“CFX”) and City of Apopka pertaining to Kelly Park Road, Yothers Road, and Joshua Ridge Lane Wekiva Parkway Project 429-202 and 429-203

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### BACKGROUND

As part of the construction of the Wekiva Parkway, CFX relocated or realigned local roadways, constructed bridges over local roadways, widened local roadways, and constructed retention ponds to serve the local roadway network and to support CFX’s Expressway System. Now that the construction of the Wekiva Parkway has been completed, CFX and the City of Apopka would like to transfer portions of road right-of-way so that local roads and associated facilities are owned and maintained by the City of Apopka and property and associated facilities utilized for CFX’s Expressway System are owned and maintained by CFX.

More specifically and as depicted in the aerial attached as **Exhibit “1”**, portions of Kelly Park Road, Yothers Road, and Joshua Ridge Lane will be transferred to the City, subject to an easement for Expressway Facilities over Kelly Park Road. In return, other portions of Yothers Road will be transferred to CFX. Further, the City would assume responsibility for maintenance and liability for the local road right-of-way and CFX would assume responsibility for maintenance and liability of its Expressway System.

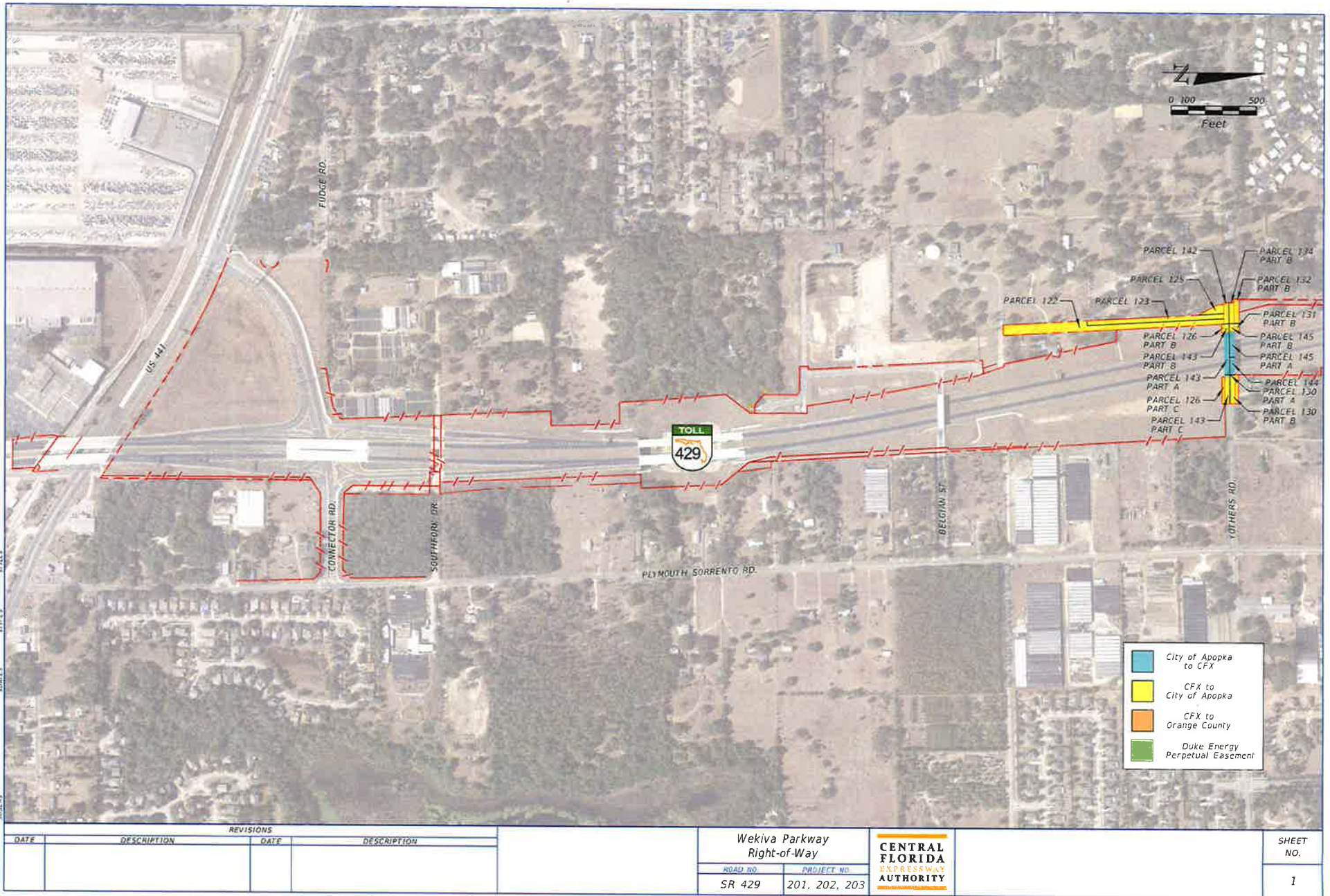
A proposed Right-of-Way Transfer and Continuing Maintenance Agreement is attached as **Exhibit “2.”** The City of Apopka has reviewed the Agreement and agrees with its form, subject to confirmation of the exact legal descriptions and the technical portions of the Agreement. CFX’s general engineering consultant has reviewed the legal descriptions, maintenance functions, and maintenance responsibilities. A condition precedent to the execution of the Agreement by CFX is the receipt of a certificate from CFX’s general engineering consultant that the conveyance of the designated property to the City will not impede or restrict the current or future construction, operation, or maintenance of the Expressway System.

### **REQUEST**

We request the Committee's recommendation for Board approval of a Right-of-Way Transfer and Continuing Maintenance Agreement between Central Florida Expressway Authority and City of Apopka in a form substantially similar to the attached Agreement, subject to approval of the legal descriptions, deeds, maintenance functions, and maintenance responsibilities by CFX's General Engineering Consultant and General Counsel or designee.

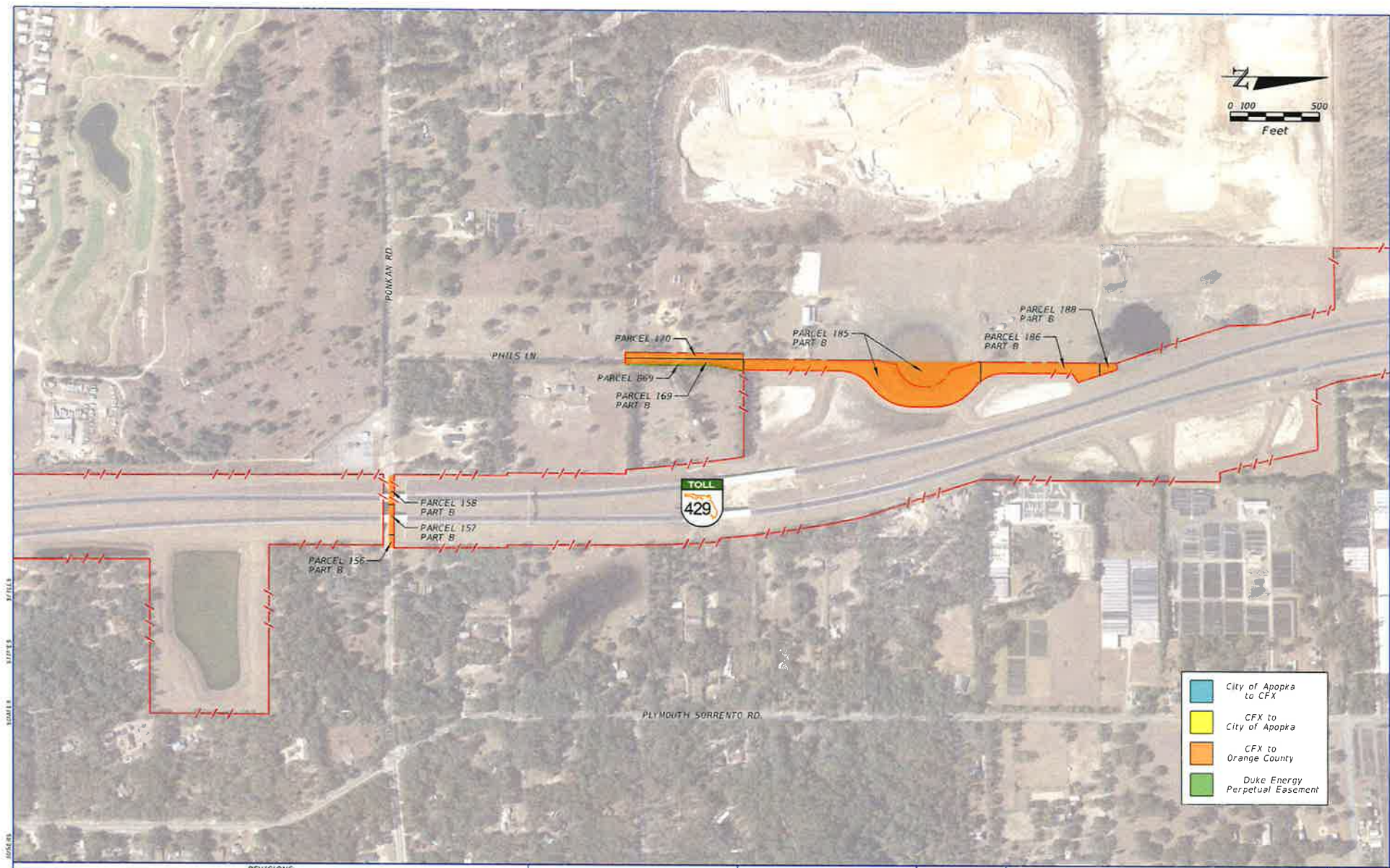
### **ATTACHMENTS**

1. Aerial
2. Jurisdictional Right-of-Way Transfer and Continuing Maintenance Agreement with:
  - A1. Quit Claim Deeds from CFX to City pertaining to Kelly Park Road
  - A2. Quit Claim Deeds from CFX to City pertaining to Yothers Road
  - A3. Quit Claim Deeds from CFX to City pertaining to Joshua Ridge Lane
  - B. Quit Claim Deed from City to CFX pertaining to Yothers Road
  - C. Detailed Maintenance Functions
  - D. Maintenance Responsibility
  - E. Easement Agreement for Expressway Facilities



**EXHIBIT "1"**





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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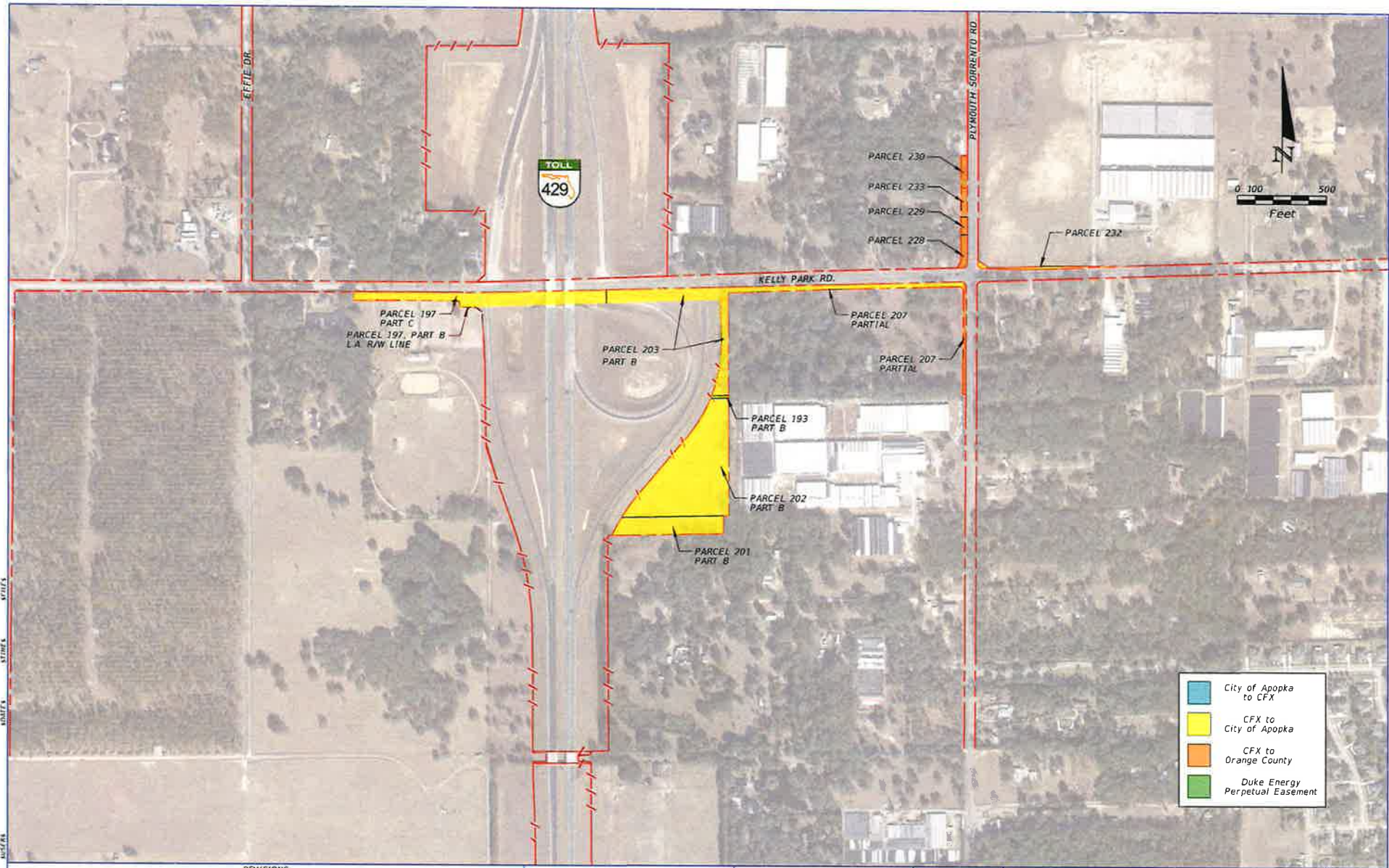
Wekiva Parkway Right-of-Way	
ROAD NO.	PROJECT NO.
SR 429	201, 202, 203



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SHEET NO.
2





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Wekiva Parkway Right-of-Way	
ROAD NO.	PROJECT NO.
SR 429	201, 202, 203



SHEET NO.
3

**RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT  
BETWEEN  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND CITY OF APOPKA, FLORIDA**  
(S.R. 429 at Kelly Park Road, Joshua Ridge Lane, and Yothers Road)

THIS RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on the last date of execution below by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”) and CITY OF APOPKA, a municipality of the State of Florida, whose address is 120 E. Main Street, Apopka Florida 32703 (“City”). CFX and City are sometimes collectively referred to herein as the “Parties.”

**WITNESSETH:**

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

WHEREAS, pursuant to Section 166.021, Florida Statutes, City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

WHEREAS, Section 163.01, Florida Statutes, authorizes both Parties to this Agreement to enter into Interlocal Agreements; and

WHEREAS, in the course of the construction State Road (S.R.) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of the Wekiva Parkway Project Nos. 429-202 and 429-203 are completed, and both Parties desire title to the local roads including parcels consisting of or relating to Kelly Park Road, Yothers Road, and Joshua Ridge Lane, and related facilities to vest in City, subject to certain rights retained by CFX, and title to all of CFX’s right-of-way and related facilities and crossings to vest in CFX; and

**EXHIBIT "2"**



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

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

1. Recital. The above recitals are true and correct and form a material part of this Agreement and are incorporated herein by reference.

2. Right-of-Way Maps. Simultaneously with the execution of this agreement, CFX has delivered to City the right-of-way maps consisting of S.R. 429 Project Nos. 429-202 and 429-203.

3. CFX Conveyance. CFX shall convey to City by Quit Claim Deed all of its right, title and interest in and to the real property described in **Exhibit “A1,” “A2,” and “A3,”** attached hereto and made a part hereof, which exhibits contain a copy of each Quit Claim Deed to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easements described in the Quit Claim Deeds.

4. City Conveyance. City shall convey to CFX by Quit Claim Deed all of its right, title and interest in and to the real property described in **Exhibit “B”** attached hereto and made a part hereof, which exhibit contains a copy of the Quit Claim Deed to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easement described in the Quit Claim Deed.

5. Easements for Expressway Facilities. The Parties agree that CFX, and its successors and assigns, owns and holds perpetual, exclusive easements (“Easements”) for the S.R. 429 bridges, ramps, columns, fencing, signature, and related structures and facilities (referred to as “Expressway Facilities”) that cross over, under or through the local roads as described in **Exhibit “E,”** including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove the Expressway Facilities. City expressly agrees for itself and its successors and assigns to refrain from any use of the Easements which would interfere with the Expressway Facilities or otherwise constitute a hazard for the Expressway Facilities. The Easements shall be inure to the benefit of and be enforceable by CFX and its successors and assigns.

6. Future and Continuing Maintenance. The Parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility. The future and continuing maintenance is applicable to the following areas: 1. City/County road bridge over CFX Expressway; 2. CFX Expressway bridge over City/County road; 3. Canals/waterways – City/County; 4. Canals/waterways – CFX; 5. Detention/retention pond and structures; 6. Utilities; and 7. Roadways.

7. Detailed Maintenance Functions. **Exhibit “C”** attached hereto and by reference made a part hereof defines generically the areas of maintenance as outlined in paragraph 6 (1) – (7) above and the party responsibility for each of the future and continuing maintenance specific functions applicable to the area. The Parties agree that the maintenance functions outlined on **Exhibit “C”** are necessary and properly and reasonably defined and that the responsibility given to each of the Parties hereto to perform said functions is likewise necessary and properly and reasonably defined.

8. Maintenance Responsibility. **Exhibit “D”** attached hereto and by reference made a part hereof defines with specificity the locations for the continuing and future maintenance responsibility assigned and accepted pursuant to this Agreement, the party responsible for such maintenance and the exact maintenance item assigned to each party by reference to the paragraph number and subparagraph letter to the Detailed Maintenance Functions outlined in **Exhibit “C”**.

9. CFX Maintenance Responsibility. CFX does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit “D”** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

10. City Maintenance Responsibility. City does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit “D”** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

11. Consideration. The consideration for the property to be transferred to City and the property to be transferred to CFX, collectively “the Property,” shall be the continuing and future obligation to maintain the Property.

12. Evidence of Title. At any time before Closing, either party may, at its sole cost and expense, order a commitment from an agent for a policy of Owner’s Title Insurance (the “Commitment”) which shall be written on a title insurance company reasonably satisfactory and acceptable to that party.

13. Survey. Either party shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the “Survey”). The surveyor shall provide certified legal descriptions and sketches of said descriptions and the legal descriptions will be included in the deed subject to the approval of the Parties.

14. Deed Restriction; Reverter. The property conveyed to City shall be utilized for the purpose of public right-of-way. The Parties agree that if City no longer uses the property (or any part thereof) conveyed to City for City public right-of-way purposes, then all right, title, and interest to Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX’s option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

15. Closing Date and Location. The closing of the conveyances contemplated under this Agreement (the “Closing”) shall be held on or before sixty (60) days after the Effective Date or such earlier date selected by CFX upon not less than ten (10) days’ written notice to City (the “Closing Date”), at the offices of CFX, or CFX’s attorney, or any other place which is mutually acceptable to the Parties. The closing date is subject to an option to extend that may be exercised with written approval from the Mayor of City of Apopka and the Executive Director of the Central Florida Expressway Authority.

16. Conveyance of Title. At the Closing, the Parties shall execute and deliver to the other the required Deeds and Easements as described above.

17. FIRPTA Affidavit. At Closing, each owner of the property (“Owner”) shall sign a closing statement and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner’s taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction.

18. Disclosure of Beneficial Interests. If, at the time of Closing, the Owners hold title to the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then at Closing the Owners shall sign a beneficial interest affidavit described in Section 286.23, Florida Statutes.

19. General Closing Documents. At Closing, City shall sign a closing statement and an owner’s affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes.

20. Recording.

a. City agrees to record the Deeds for the property being conveyed to City within thirty (30) days after delivery of the original Deed to City at its cost. City agrees to deliver a certified copy of the recorded Deeds to CFX shortly thereafter.

b. CFX agrees to record the Deed and Easement for the property being conveyed to CFX within thirty (30) days after acceptance at its cost. CFX agrees to deliver a certified copy of the recorded Deed and Easement to City shortly thereafter.

21. As-Is Conveyance.

a. Conveyance by CFX to City. The property described in paragraph 3 and **Exhibits “A1,” “A2,” and “A3”** is being conveyed “AS IS, WHERE IS, WITH ALL FAULTS,” in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or

condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09) City has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 3 and **Composite Exhibit "A" "AS-IS, WHERE IS AND WITH ALL FAULTS"** and that the respective owner has disclaimed herein any and all warranties, express or implied.

b. Conveyance by City to CFX. The property described in paragraph 4 and **Exhibit "B"** is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. CFX has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 4 and **Exhibit "B" "AS-IS, WHERE IS AND WITH ALL FAULTS"** and that the respective owner has disclaimed herein any and all warranties, express or implied.

22. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: Executive Director

Telephone: (407) 690-5000  
Facsimile: (407) 690-5011

With a copy to: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: General Counsel  
Telephone: (407) 690-5000

CITY: CITY OF APOPKA  
120 East Main Street  
Apopka, Florida 32703  
Attention: Mayor  
Telephone: (407) 703-1601

With a copy to: CITY OF APOPKA  
120 East Main Street  
Apopka, Florida 32703  
Attention: City Attorney  
Telephone: (407) 703-1658

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

23. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by both Parties. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. City and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that the exclusive venue and jurisdiction for any legal action authorized hereunder shall be in the courts of Orange County, Florida. **TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.**

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

25. Survival of Provisions. All covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

26. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

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

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

[ SIGNATURES TO FOLLOW ]

**CITY OF APOPKA, FLORIDA**

By: City Commission

BY: \_\_\_\_\_  
MAYOR

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

ATTEST: \_\_\_\_\_  
City Clerk

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

BY: \_\_\_\_\_  
CHAIRMAN JAY MADARA

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

ATTEST: \_\_\_\_\_  
Regla ("Mimi") Lamaute  
Recording Clerk

APPROVED AS TO FORM FOR  
EXECUTION BY CFX ONLY.

By: \_\_\_\_\_  
General Counsel

**LIST OF EXHIBITS**

- A1, A2, A3. Quit Claim Deeds with Legal Descriptions of property from CFX to City
- B. Quit Claim Deed with Legal Descriptions of property from City to CFX
- C. Detailed Maintenance Functions
- D. Maintenance Responsibility
- E. Easement Agreement for Expressway Facilities

**EXHIBIT "A1"**

**QUIT CLAIM DEED WITH LEGAL DESCRIPTIONS  
OF PROPERTY FROM CFX TO CITY**



**Prepared By:**

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

Reserved for Recording

Wekiva Parkway Project 429-203 (Kelly Park Road)  
Parcels 193 Part B, 197 Part B, 197 Part C,  
201 Part B, 202 Part B, 203 Part B, 207 Partial, 232

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

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“GRANTOR”) and the **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTEE”).

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

**SEE ATTACHED EXHIBIT “1”**

**Property Appraiser’s Parcel Identification Number:  
Not Assigned**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity,

Project 429-203 (Kelly Park Road)  
Parcels 193 Part B, 197 Part B, 197 Part C,  
201 Part B, 202 Part B, 203 Part B, 207 Partial, 232

and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

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

- a) GRANTOR reserves unto itself, its successors and assigns the Easement Agreement for Expressway Facilities recorded in the Official Records of Orange County, Florida, as Document Number \_\_\_\_\_ at O.R. Book \_\_\_\_\_ and Page \_\_\_\_\_.
- b) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429 right-of-way property which may otherwise accrue to any property adjoining said right of way. GRANTEE has no rights of ingress, egress, or access to S.R. 429 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from S.R. 429.
- c) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view as noted in the legal description for Parcel 197 Part B in said **Exhibit "1."**
- d) GRANTEE expressly agrees for itself, and its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with S.R. 429 or otherwise constitute a hazard for S.R. 429 or any related system or structure.
- e) GRANTEE acknowledges that the Property was acquired via eminent domain and is subject to Section 73.013, Florida Statutes. GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property (or any part thereof) for public right-of-way purposes, then all right, title, and interest to the Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

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

Project 429-203 (Kelly Park Road)  
Parcels 193 Part B, 197 Part B, 197 Part C,  
201 Part B, 202 Part B, 203 Part B, 207 Partial, 232

Signed, sealed, and delivered  
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

**First Witness:**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
CHAIRMAN

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

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

**Second Witness:**

ATTEST: \_\_\_\_\_  
Regla (“Mimi”) Lamaute  
Recording Clerk

**APPROVED AS TO FORM FOR  
EXECUTION BY CFX ONLY**

By: \_\_\_\_\_  
General Counsel

**STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.**

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_, by \_\_\_\_\_, as Chairman of the Central Florida Expressway  
Authority, who is personally known to me OR produced \_\_\_\_\_ as  
identification.

NOTARY PUBLIC

Signature: \_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public

# EXHIBIT "1"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 WEKIVA PARKWAY - PROJECT NO. 429-203  
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA  
 ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION:**


**PART B**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

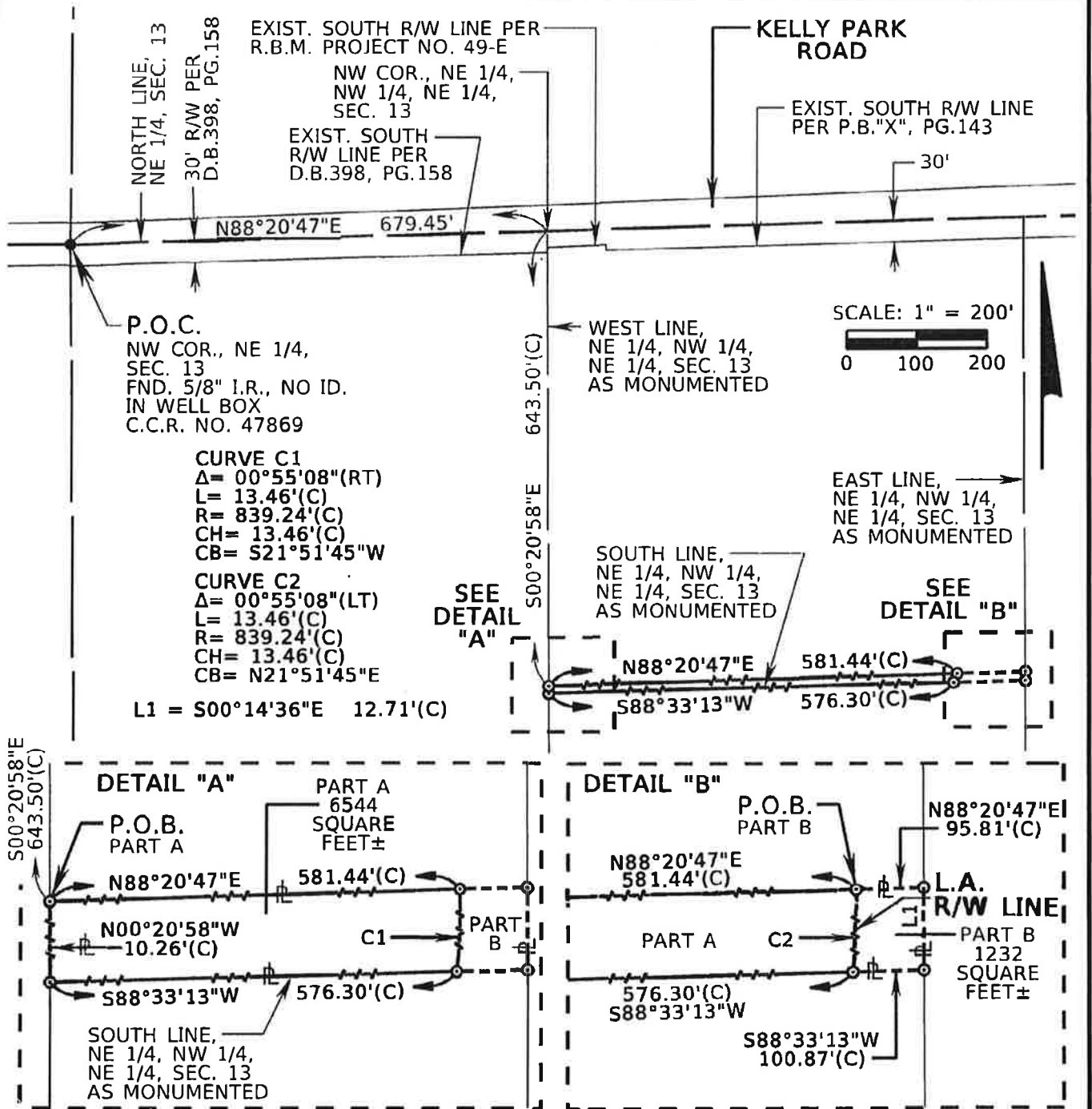
COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 679.45 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°20'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 643.50 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°20'47" EAST, A DISTANCE OF 581.44 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°20'47" EAST, A DISTANCE OF 95.81 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE SOUTH 00°14'36" EAST ALONG SAID EAST LINE, A DISTANCE OF 12.71 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°33'13" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 100.87 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 839.24 FEET, A CHORD DISTANCE OF 13.46 FEET AND A CHORD BEARING OF NORTH 21°51'45" EAST; THENCE DEPARTING SAID SOUTH LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°55'08", A DISTANCE OF 13.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 1232 SQUARE FEET, MORE OR LESS

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

DATE	NOVEMBER 26, 2013	 CERTIFICATION OF AUTHORIZATION No. 18 1221 BOWYER SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-9664	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.  S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 193
DRAWN BY	M.ROLLINS			SCALE: N/A
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-11			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*William E. Boyd* 1/22/13  
 WILLIAM E. BOYD, S.J. DATE  
 LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. 18 1221

**BS BOWYER SINGLETON**

520 SOUTH MAGNOLIA AVENUE  
 ORLANDO, FLORIDA 32801  
 (407) 843-5120  
 FAX 407-649-8664

**SKETCH OF DESCRIPTION.**  
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)  
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 ORANGE COUNTY, FLORIDA

**PARCEL 193**

SCALE: 1"=200'

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 WEKIVA PARKWAY - PROJECT NO. 429-203  
 LIMITED ACCESS RIGHTS ONLY  
 ESTATE: FEE SIMPLE


**LEGAL DESCRIPTION:**

**PARCEL 197 PART B**

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW WHICH MAY ACCRUE TO ADJOINING PROPERTY ALONG THE FOLLOWING DESCRIBED LINE, LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8-INCH IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°38'22" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 107.99 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 11529.16 FEET, A CHORD DISTANCE OF 49.18 FEET AND A CHORD BEARING OF SOUTH 88°57'07" WEST; THENCE DEPARTING SAID EAST LINE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°14'40", A DISTANCE OF 49.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 11529.16 FEET, A CHORD DISTANCE OF 90.87 FEET AND A CHORD BEARING OF SOUTH 89°17'59" WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°27'06", A DISTANCE OF 90.87 FEET TO THE POINT OF TERMINUS.

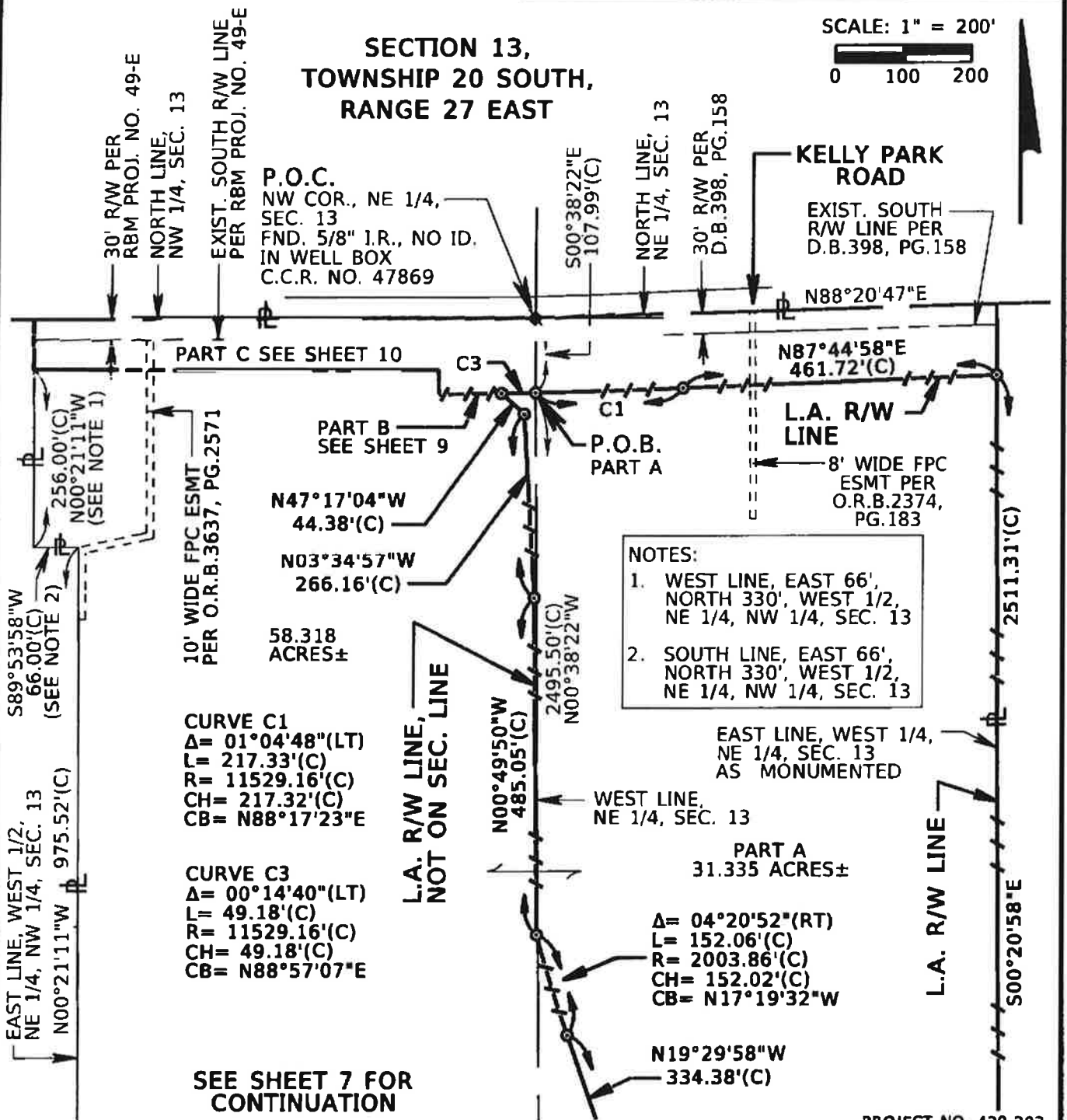
LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

DATE	APRIL 23, 2013	 <p>CERTIFICATION OF AUTHORIZATION No. LB 1221</p> <p>520 SOUTH MAGNOLIA AVENUE          ORLANDO, FLORIDA 32801          (407) 843-5120          FAX 407-649-8664</p>	<b>SKETCH OF DESCRIPTION.</b> <b>THIS IS NOT A BOUNDARY SURVEY.</b>	<b>PARCEL 197</b>
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
BSA PROJECT NO.	EA11-J1			
REVISED SECTION 13 PARCELS	S.WARE	07/10/2014		
ADD PARCEL B7	S.WARE	07/10/2014		
ADD PART D	S.WARE	07/10/2014		
REVISED PART C	S.WARE	05/16/2013		
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

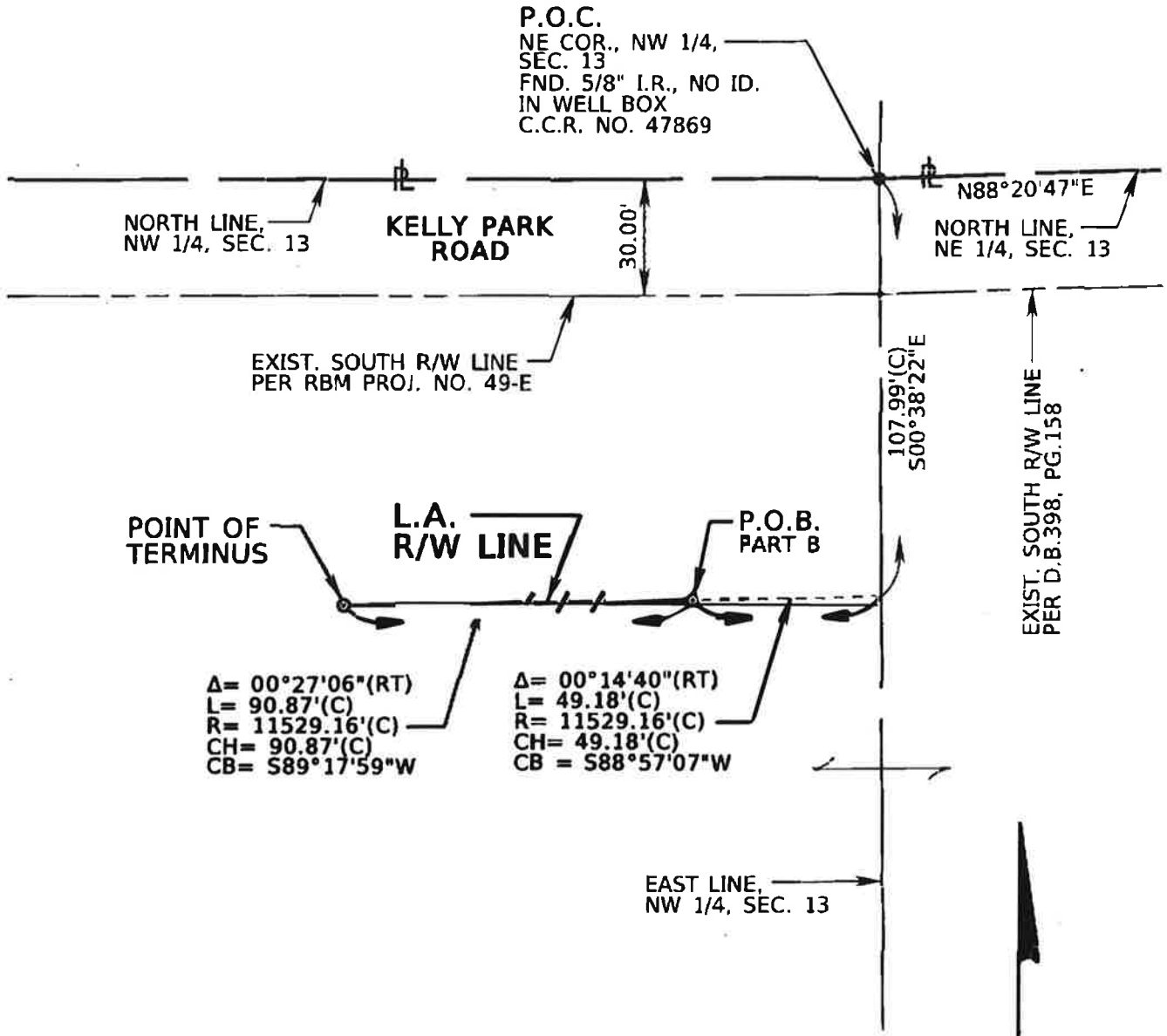
**SECTION 13,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

SCALE: 1" = 200'



DATE	APRIL 23/2013		<b>SKETCH OF DESCRIPTION.</b> THIS IS NOT A BOUNDARY SURVEY.  S. R429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	<b>PARCEL</b> 197  SCALE: 1"=200'
DRAWN BY	MIRIO LIMIS			
CHECKED BY	S.W. AB	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	PROJECT NO. 429-203	REVISION BY DATE
BSA PROJECT NO.	64717			
ADD PARCEL 197	S.W. AB	01/10/2014		
REVISION PART B	S.W. AB	01/10/2014		
REVISION PART C	S.W. AB	05/16/2013		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SCALE: 1" = 40'

0 20 40

**SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST PROJECT NO. 429-203**

DATE	APRIL 23, 2013		<b>SKETCH OF DESCRIPTION.</b> <b>THIS IS NOT A BOUNDARY SURVEY.</b>	<b>PARCEL 197</b>
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		<b>S.R. 429 (WEKIVA PARKWAY)</b> <b>ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY</b> <b>ORANGE COUNTY, FLORIDA</b>	<b>SCALE: 1" = 40'</b>
BSA PROJECT NO.	EA11-J1			
REVISED SECTION BREAKDOWN	S.WARE	01/10/2014	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	
ADD PARCEL 197	S.WARE	01/10/2014		
REVISED PART C	S.WARE	05/16/2013		
REVISION	BY	DATE		



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 WEKIVA PARKWAY - PROJECT NO. 429-203  
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA  
 ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION:**


**PARCEL 197 PART C**

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE WEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND 5/8-INCH IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 679.45 FEET TO A POINT ON THE EAST LINE OF THE WEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°20'58" EAST ALONG SAID EAST LINE, A DISTANCE OF 102.98 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 87°44'58" WEST, A DISTANCE OF 461.72 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 11529.16 FEET, A CHORD DISTANCE OF 357.36 FEET AND A CHORD BEARING OF SOUTH 88°38'15" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°46'34", A DISTANCE OF 357.38 FEET TO A POINT ON A RADIAL LINE; THENCE DEPARTING SAID CURVE RUN NORTH 00°28'28" WEST ALONG SAID RADIAL LINE, A DISTANCE OF 35.76 FEET TO A POINT ON A LINE PARALLEL WITH AND 44.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES, THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 49-E; THENCE SOUTH 89°53'58" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 588.43 FEET TO A POINT ON THE WEST LINE OF THE EAST 66 FEET OF THE NORTH 330 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID PARALLEL LINE RUN NORTH 00°21'11" WEST ALONG SAID WEST LINE, A DISTANCE OF 74.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°53'58" EAST ALONG SAID NORTH LINE, A DISTANCE OF 728.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.007 ACRES, MORE OR LESS

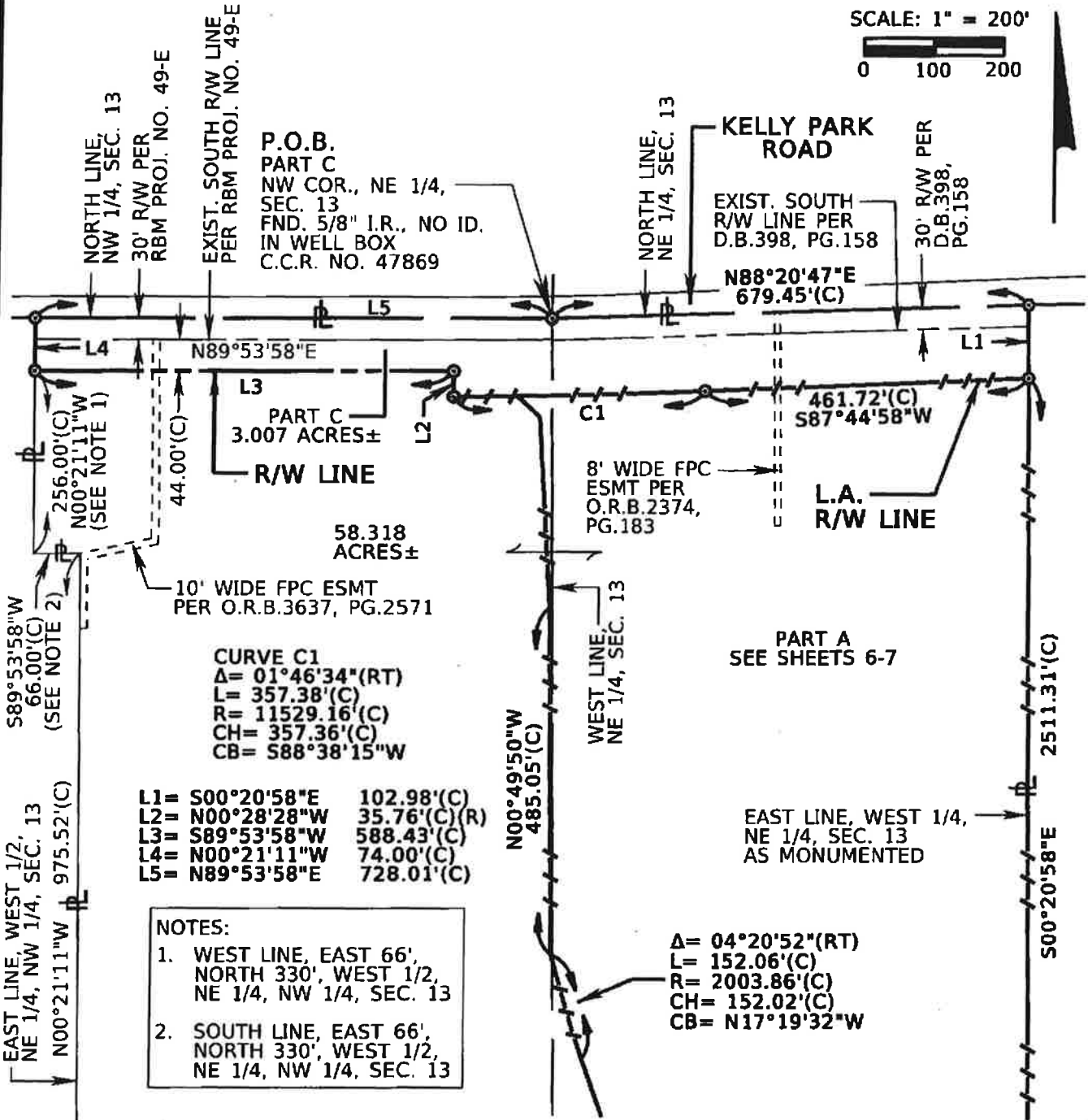
RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

DATE	APRIL 23, 2013	 CERTIFICATION OF AUTHORIZATION No. LR 1321 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	<b>SKETCH OF DESCRIPTION.</b> <b>THIS IS NOT A BOUNDARY SURVEY.</b>	<b>PARCEL</b> <b>197/897</b>
DRAWN BY	M.ROLLINS			S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-J1			
REVISED SECTION BREAKDOWN	S.WARE	01/10/2014		
ADD PARCEL 897 ADD PART D	S.WARE	01/10/2014		
REVISED PART C	S.WARE	05/16/2013		
REVISION	BY	DATE		

*Delete 897?*

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SCALE: 1" = 200'



- NOTES:**
- WEST LINE, EAST 66', NORTH 330', WEST 1/2, NE 1/4, NW 1/4, SEC. 13
  - SOUTH LINE, EAST 66', NORTH 330', WEST 1/2, NE 1/4, NW 1/4, SEC. 13

**SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST PROJECT NO. 429-203**

DATE	APRIL 23, 2013	<p><b>BOWYER SPIGLETON</b> 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664</p>	<p><b>SKETCH OF DESCRIPTION.</b> THIS IS NOT A BOUNDARY SURVEY.</p> <p>S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</p>	<p><b>PARCEL 197.</b></p> <p>SCALE: 1"=200'</p>
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-11			
REVISED SECTION BREAKDOWN	S.WARE	01/10/2014		
ADD PART B BY ADD PART D	S.WARE	01/10/2014		
REVISED PART C	S.WARE	05/16/2013		
REVISION	BY	DATE		

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 WEKIVA PARKWAY - PROJECT NO. 429-203  
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA  
 ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION:**

**PART B**

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST; ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

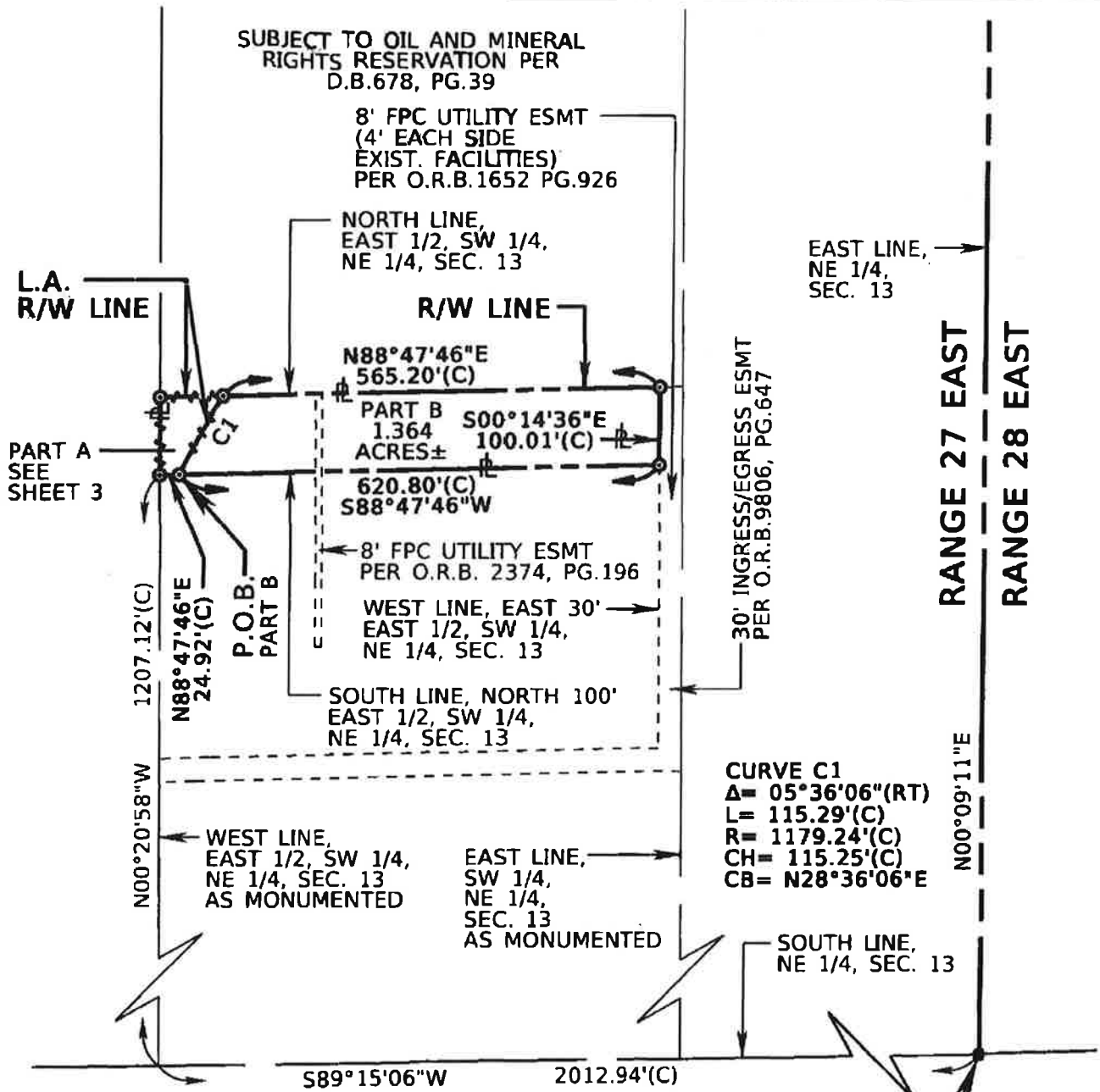
COMMENCE AT A FOUND 1-1/4" IRON PIPE WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°15'06" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2012.94 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°20'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 1207.12 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°47'46" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 24.92 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1179.24 FEET, A CHORD DISTANCE OF 115.25 FEET AND A CHORD BEARING OF NORTH 28°36'06" EAST; THENCE DEPARTING SAID SOUTH LINE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°36'06", A DISTANCE OF 115.29 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID CURVE RUN NORTH 88°47'46" EAST ALONG SAID NORTH LINE, A DISTANCE OF 565.20 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 30 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'36" EAST ALONG SAID WEST LINE, A DISTANCE OF 100.01 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTH 100 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°47'46" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 620.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.364 ACRES, MORE OR LESS

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

DATE	NOVEMBER 18, 2013	 CERTIFICATION OF AUTHORIZATION No. LB 1721 BOWYER SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	<b>SKETCH OF DESCRIPTION.</b> <b>THIS IS NOT A BOUNDARY SURVEY.</b>  S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	<b>PARCEL</b> <b>201</b>
DRAWN BY	M.ROLLINS			SCALE: N/A
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-J1			
REVISION SECTION BREAKDOWN	S.WARE	01/13/2014		
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N00°09'11"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SCALE: 1" = 200'  
 0 100 200

P.O.C.  
 SE COR. OF THE  
 NE 1/4 OF SEC. 13  
 FND. 1-1/4" I.P.  
 NO ID., IN WELL BOX

SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*William E. Byrd*  
 WILLIAM E. BYRD, S.M.  
 LICENSE NUMBER 5442  
 DATE *1/17/2014*

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

CERTIFICATION OF AUTHORIZATION No. LB 1221

**BS**  
**BOWLER SINGLETON**  
 520 SOUTH MAGNOLIA AVENUE  
 ORLANDO, FLORIDA 32801  
 (407) 843-5120  
 FAX 407-649-8664

SKETCH OF DESCRIPTION.  
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)  
 ORLANDO-ORANGE COUNTY  
 EXPRESSWAY AUTHORITY  
 ORANGE COUNTY, FLORIDA

PARCEL  
 201

SCALE: 1"=200'

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 WEKIVA PARKWAY - PROJECT NO. 429-203  
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA  
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART B

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1-1/4" IRON PIPE WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°14'09" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2012.95 FEET TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°20'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 1307.40 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°47'17" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 80.54 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1179.24 FEET, A CHORD DISTANCE OF 180.39 FEET AND A CHORD BEARING OF NORTH 35°46'25" EAST; THENCE DEPARTING SAID SOUTH LINE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°46'24", A DISTANCE OF 180.57 FEET TO THE POINT OF TANGENCY; THENCE NORTH 40°09'37" EAST, A DISTANCE OF 389.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 839.24 FEET, A CHORD DISTANCE OF 260.23 FEET AND A CHORD BEARING OF NORTH 31°14'28" EAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°50'18", A DISTANCE OF 261.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID CURVE RUN NORTH 88°33'13" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.87 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'36" EAST ALONG SAID EAST LINE, A DISTANCE OF 656.47 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°47'17" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 595.37 FEET TO THE POINT OF BEGINNING.

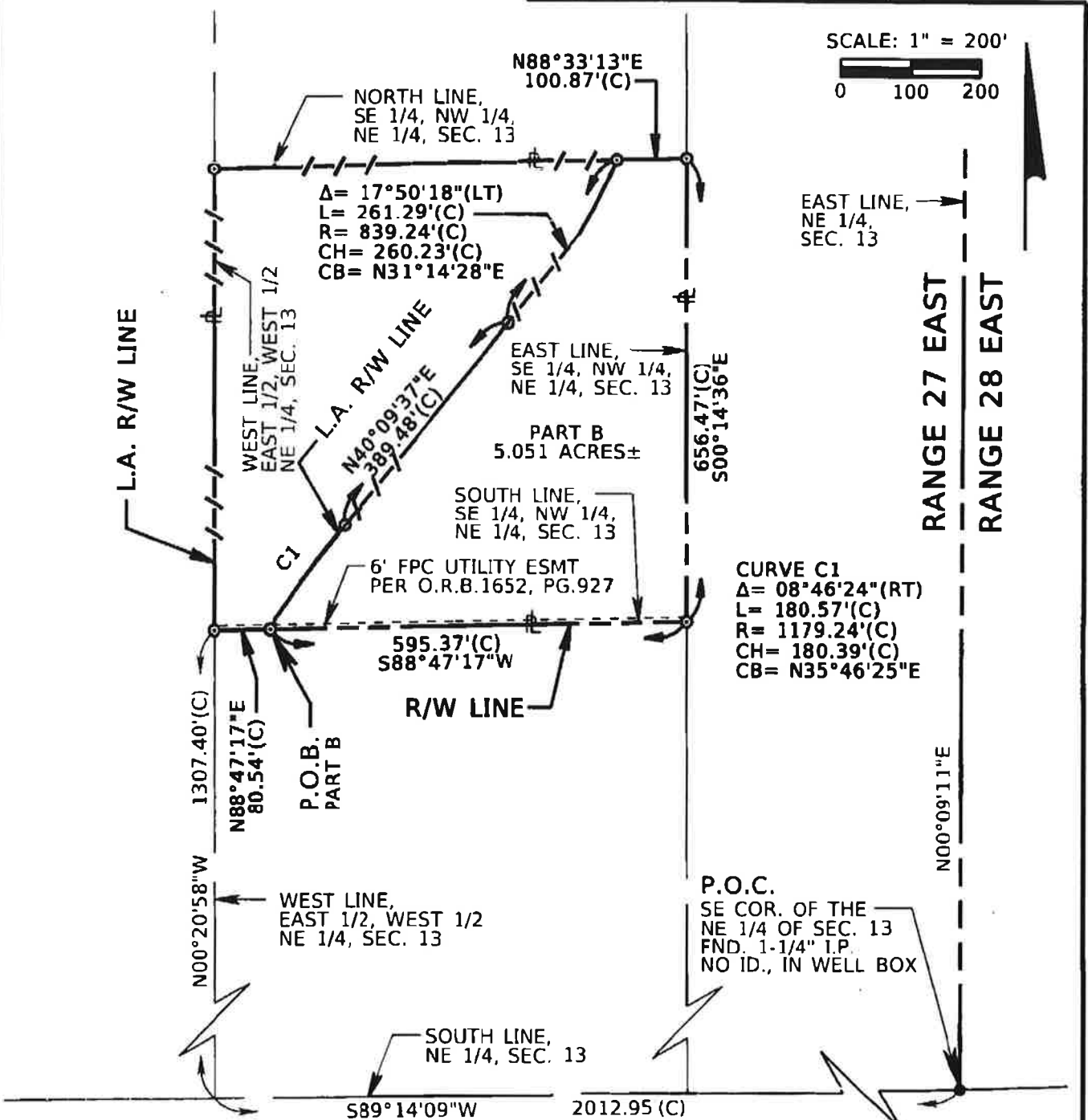
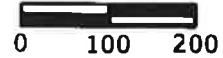
CONTAINING 5.051 ACRES, MORE OR LESS

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

DATE	NOVEMBER 18, 2013	CERTIFICATION OF AUTHORIZATION no. LR 1721	<b>SKETCH OF DESCRIPTION.</b> <b>THIS IS NOT A BOUNDARY SURVEY.</b>	<b>PARCEL</b> <b>202</b>
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE			
BSA PROJECT NO.	EAL1-11			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N00°09'11"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SCALE: 1" = 200'



SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 31-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*William E. Byrd* 11/18/13  
 WILLIAM E. BYRD, P.E.  
 LICENSE NUMBER 5442  
 DATE

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

CERTIFICATION OF AUTHORIZATION No. LB 1221 1 21

**BS** BOWYER SINGLETON  
 520 SOUTH MAGNOLIA AVENUE  
 ORLANDO, FLORIDA 32801  
 (407) 843-3120  
 FAX 407-649-8664

SKETCH OF DESCRIPTION.  
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)  
 ORLANDO-ORANGE COUNTY  
 EXPRESSWAY AUTHORITY  
 ORANGE COUNTY, FLORIDA

PARCEL  
 202

SCALE: 1"=200'

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 WEKIVA PARKWAY - PROJECT NO. 429-203  
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA  
 ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION:**

**PART B**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

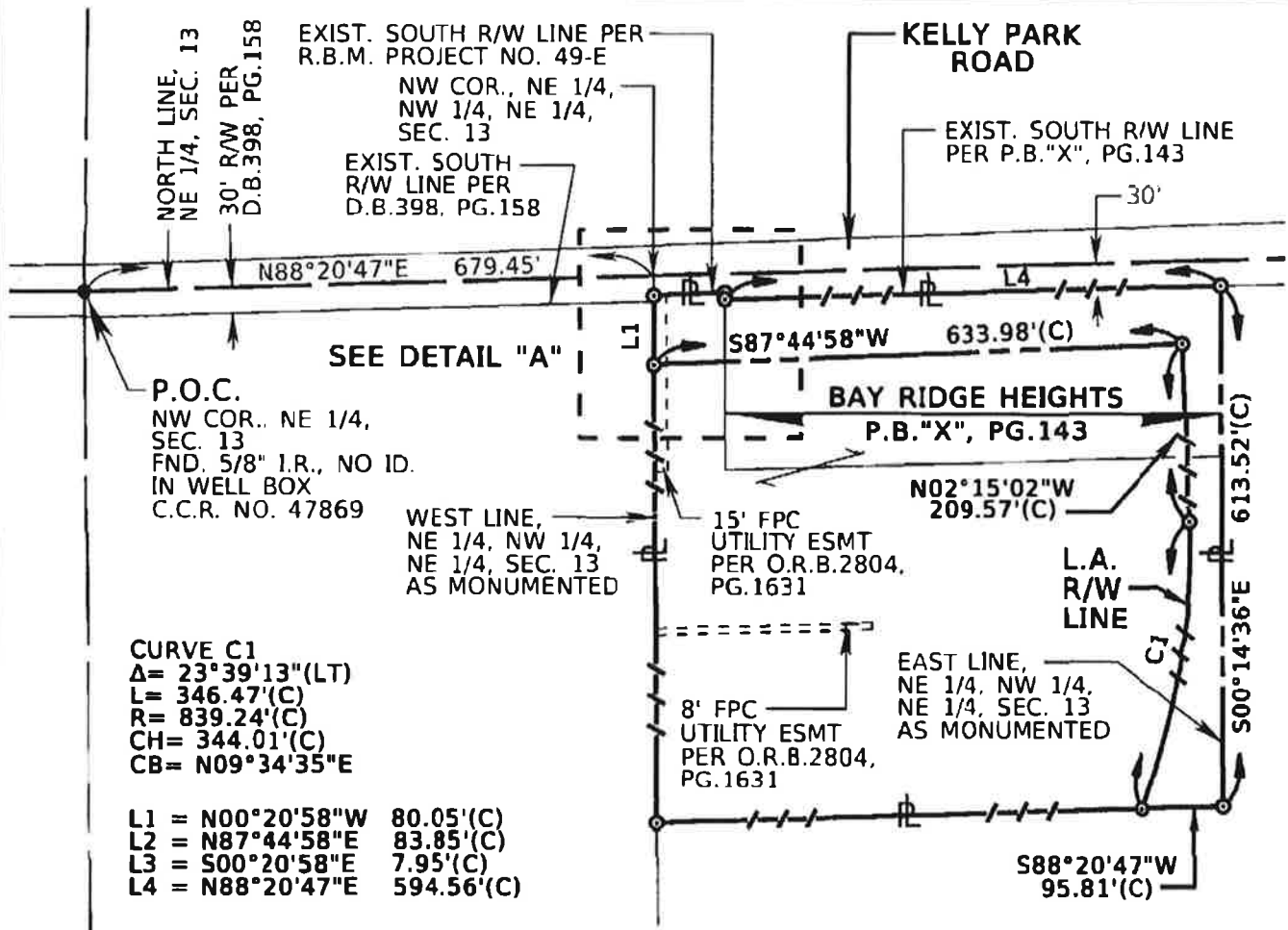
COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 679.45 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°20'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 22.93 FEET TO ITS INTERSECTION WITH THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 49-E FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: THENCE NORTH 87°44'58" EAST, A DISTANCE OF 83.85 FEET; THENCE SOUTH 00°20'58" EAST, A DISTANCE OF 7.95 FEET; THENCE NORTH 88°20'47" EAST, A DISTANCE OF 594.56 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°14'36" EAST ALONG SAID EAST LINE, A DISTANCE OF 613.52 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°20'47" WEST, A DISTANCE OF 95.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 839.24 FEET, A CHORD DISTANCE OF 344.01 FEET AND A CHORD BEARING OF NORTH 09°34'35" EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°39'13", A DISTANCE OF 346.47 FEET TO THE POINT OF TANGENCY; THENCE DEPARTING SAID CURVE RUN NORTH 02°15'02" WEST, A DISTANCE OF 209.57 FEET; THENCE SOUTH 87°44'58" WEST, A DISTANCE OF 633.98 FEET TO AN INTERSECTION WITH AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE RUN NORTH 00°20'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.713 ACRES, MORE OR LESS

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

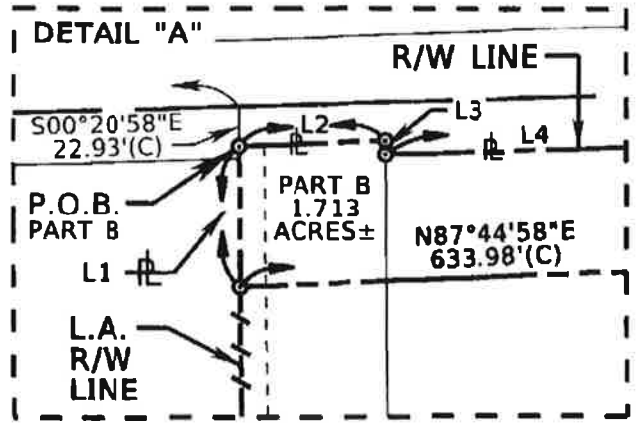
DATE	NOVEMBER 18, 2013		<b>SKETCH OF DESCRIPTION.</b> <b>THIS IS NOT A BOUNDARY SURVEY.</b>	<b>PARCEL</b> <b>203</b>
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-J1			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



**P.O.C.**  
 NW COR., NE 1/4, SEC. 13  
 FND. 5/8" I.R., NO ID.  
 IN WELL BOX  
 C.C.R. NO. 47869

SEE DETAIL "A"



**SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST**

**PROJECT NO. 429-203**

I HEREBY CERTIFY THAT THIS SKETCH OR DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51.37 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*William E. Byrd* 11/15/13  
 WILLIAM E. BYRD, P.S.M. DATE  
 LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. LA 1221

**BOWYER SINGLETON**  
 520 SOUTH MAGNOLIA AVENUE  
 ORLANDO, FLORIDA 32801  
 (407) 843-5120  
 FAX 407-649-8664

**SKETCH OR DESCRIPTION.**  
**THIS IS NOT A BOUNDARY SURVEY.**

S.R. 429 (WEKIVA PARKWAY)  
 ORLANDO-ORANGE COUNTY  
 EXPRESSWAY AUTHORITY  
 ORANGE COUNTY, FLORIDA

**PARCEL 203**

SCALE: 1"=200'



CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-203

PARCEL NO. 207 PARTIAL  
PURPOSE: RIGHT OF WAY TRANSFER  
TO CITY OF APOPKA  
ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 5/8" IRON ROD, NO IDENTIFICATION, LOCATED IN A WELL BOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-203; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1357.89 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 AS MONUMENTED AND SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°14'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 30.01 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD, PER DEED BOOK 398, PAGE 188 AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°20'47" EAST, ALONG THE SAID EXISTING SOUTH RIGHT OF WAY LINE, 30.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE, A DISTANCE OF 1302.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN 9.46 FEET IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 21°41'01" TO A POINT ON THE NORTHERLY PROJECTION OF THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE SOUTH 00°09'11" WEST, ALONG SAID NORTHERLY PROJECTION, A DISTANCE OF 48.18 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, SAID POINT BEING ON THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE THE FOLLOWING THREE COURSES ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE; THENCE FROM A TANGENT BEARING OF NORTH 00°09'11" EAST, RUN 40.05 FEET IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°47'53" TO THE POINT OF TANGENCY; THENCE SOUTH 88°21'18" WEST, A DISTANCE OF 724.60 FEET TO A POINT; THENCE SOUTH 87°44'58" WEST, A DISTANCE OF 561.08 FEET TO A POINT ON THE AFORESAID WEST LINE; THENCE DEPARTING SAID EXISTING SOUTH RIGHT OF WAY LINE, RUN NORTH 00°14'36" WEST ALONG SAID WEST LINE, A DISTANCE OF 29.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.765 ACRES, MORE OR LESS

SEE SHEETS 2-4 FOR SKETCH OF DESCRIPTION  
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: JANUARY 07, 2019

PROJECT NO.: D08-01

DRAWN: RJG CHECKED: RJH

**STATE ROAD 429**  
**CFX PROJECT NO. 429-203**  
**PARCEL NO. 207 PARTIAL**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

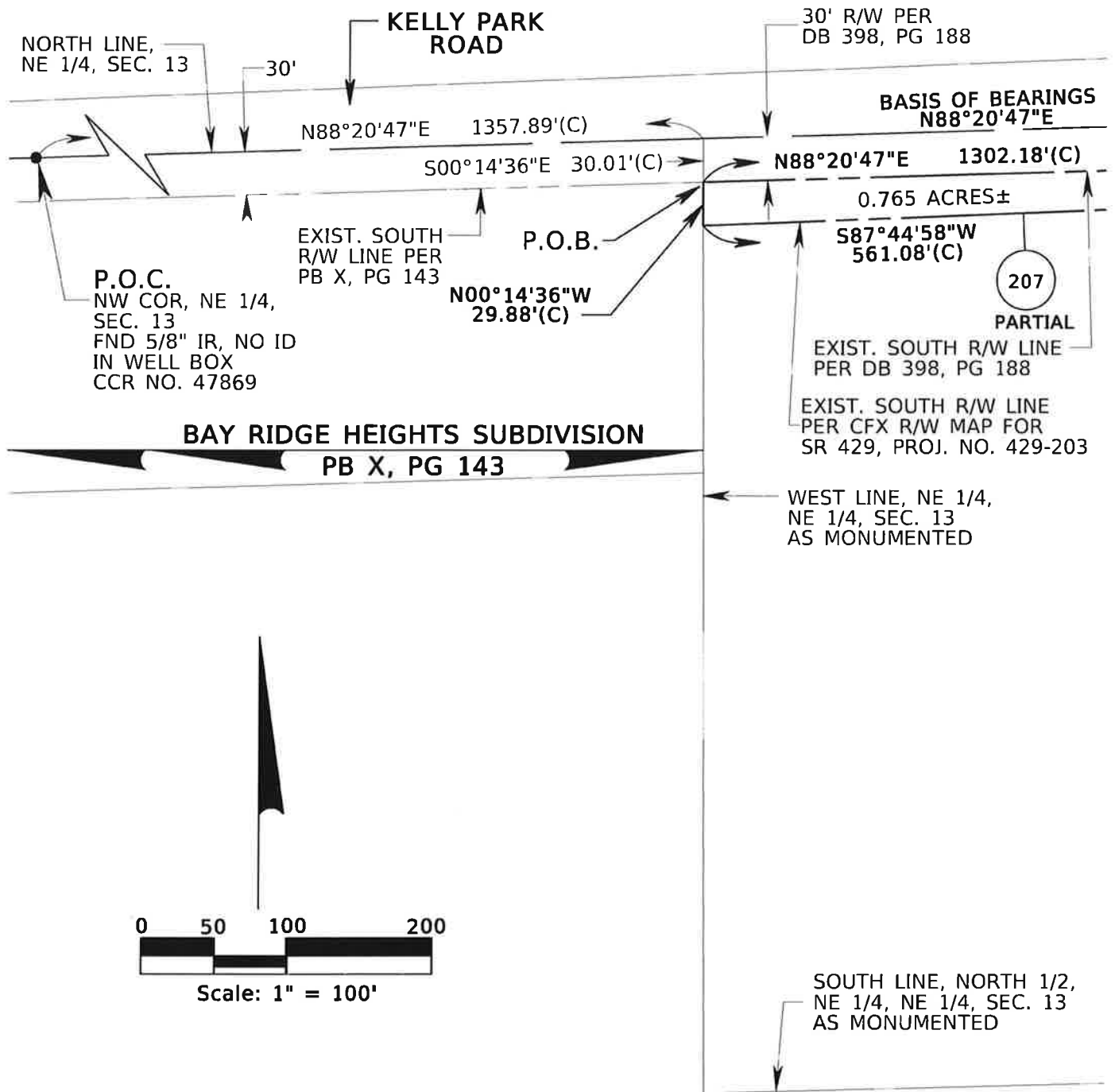
1349 S. INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**



**SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST**

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: JANUARY 07, 2019

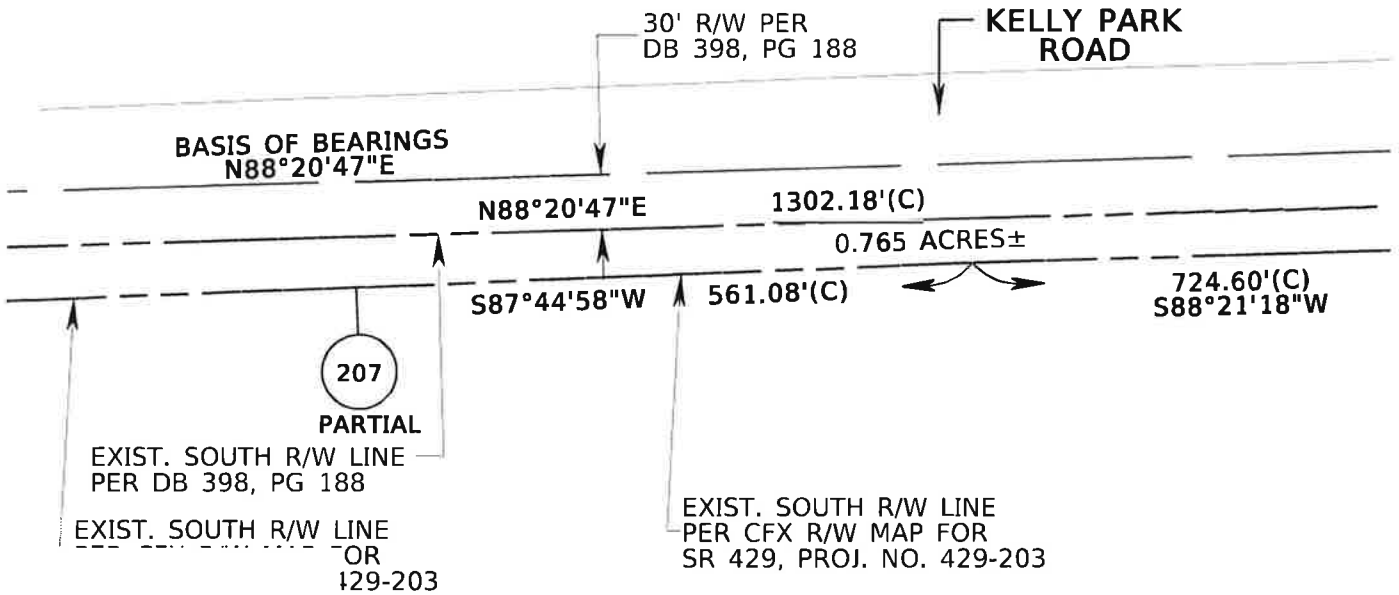
PROJECT NO.: D08-01

DRAWN: RJG CHECKED: RJH

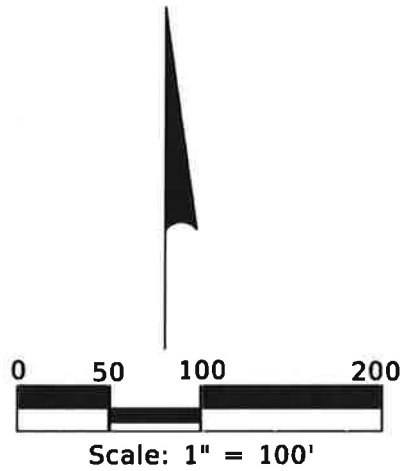
**STATE ROAD 429**  
**CFX PROJECT NO. 429-203**  
**PARCEL NO. 207 PARTIAL**

 **GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
1349 S. INTERNATIONAL PARKWAY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: (407) 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**



NE 1/4, SEC. 13 AS MONUMENTED



SOUTH LINE, NORTH 1/2, NE 1/4, NE 1/4, SEC. 13 AS MONUMENTED

**SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST**

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: JANUARY 07, 2019

PROJECT NO.: D08-01

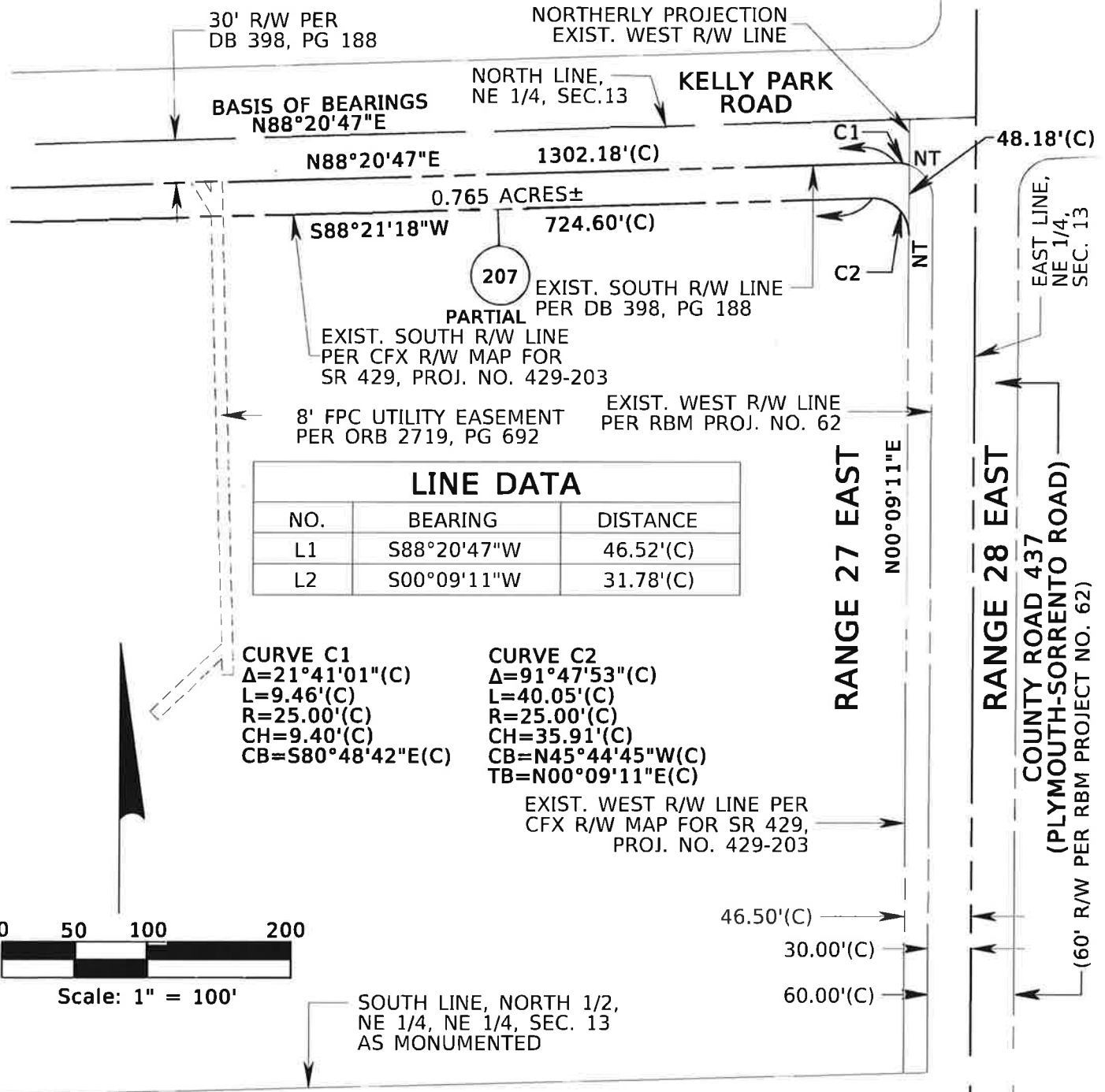
DRAWN: RJG CHECKED: RJH

**STATE ROAD 429**  
**CFX PROJECT NO. 429-203**  
**PARCEL NO. 207 PARTIAL**



**GEODATA CONSULTANTS, INC.**  
**SURVEYING & MAPPING**  
1349 S. INTERNATIONAL PARKWAY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: (407) 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**



**SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST**

**SHEET \_\_\_\_\_ OF \_\_\_\_\_**

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: JANUARY 07, 2019

PROJECT NO.: D08-01

DRAWN: RJG CHECKED: RJH

**STATE ROAD 429**  
**CFX PROJECT NO. 429-203**  
**PARCEL NO. 207 PARTIAL**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

1349 S. INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 WEKIVA PARKWAY - PROJECT NO. 429-203  
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA  
 ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE WITH CAP STAMPED "1263" LOCATED IN A WELL BOX MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°09'57" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 7, A DISTANCE OF 86.95 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°50'03" EAST, A DISTANCE OF 34.89 FEET TO AN INTERSECTION WITH THE EXISTING EAST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 62 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN SOUTH 56°14'00" EAST, A DISTANCE OF 68.55 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5674.92 FEET, A CHORD DISTANCE OF 198.36 FEET AND A CHORD BEARING OF NORTH 88°58'53" EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'10", A DISTANCE OF 198.37 FEET TO THE POINT OF TANGENCY; SAID POINT BEING ON A LINE PARALLEL WITH AND 42.00 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87°58'48" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 187.82 FEET; THENCE NORTH 89°34'37" EAST, A DISTANCE OF 430.60 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 49 E; THENCE RUN THE FOLLOWING 4 COURSES AND DISTANCES ALONG SAID NORTH RIGHT OF WAY LINE: THENCE SOUTH 87°58'48" WEST, A DISTANCE OF 543.52 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 3050.20 FEET, A CHORD DISTANCE OF 254.08 FEET AND A CHORD BEARING OF NORTH 89°37'58" WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°46'27", A DISTANCE OF 254.15 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°14'45" WEST, A DISTANCE OF 52.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 34.53 FEET AND A CHORD BEARING OF NORTH 43°34'32" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°20'26", A DISTANCE OF 38.11 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON AFORESAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 437; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN NORTH 00°05'41" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 14.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 7407 SQUARE FEET, MORE OR LESS

**NOTE:**

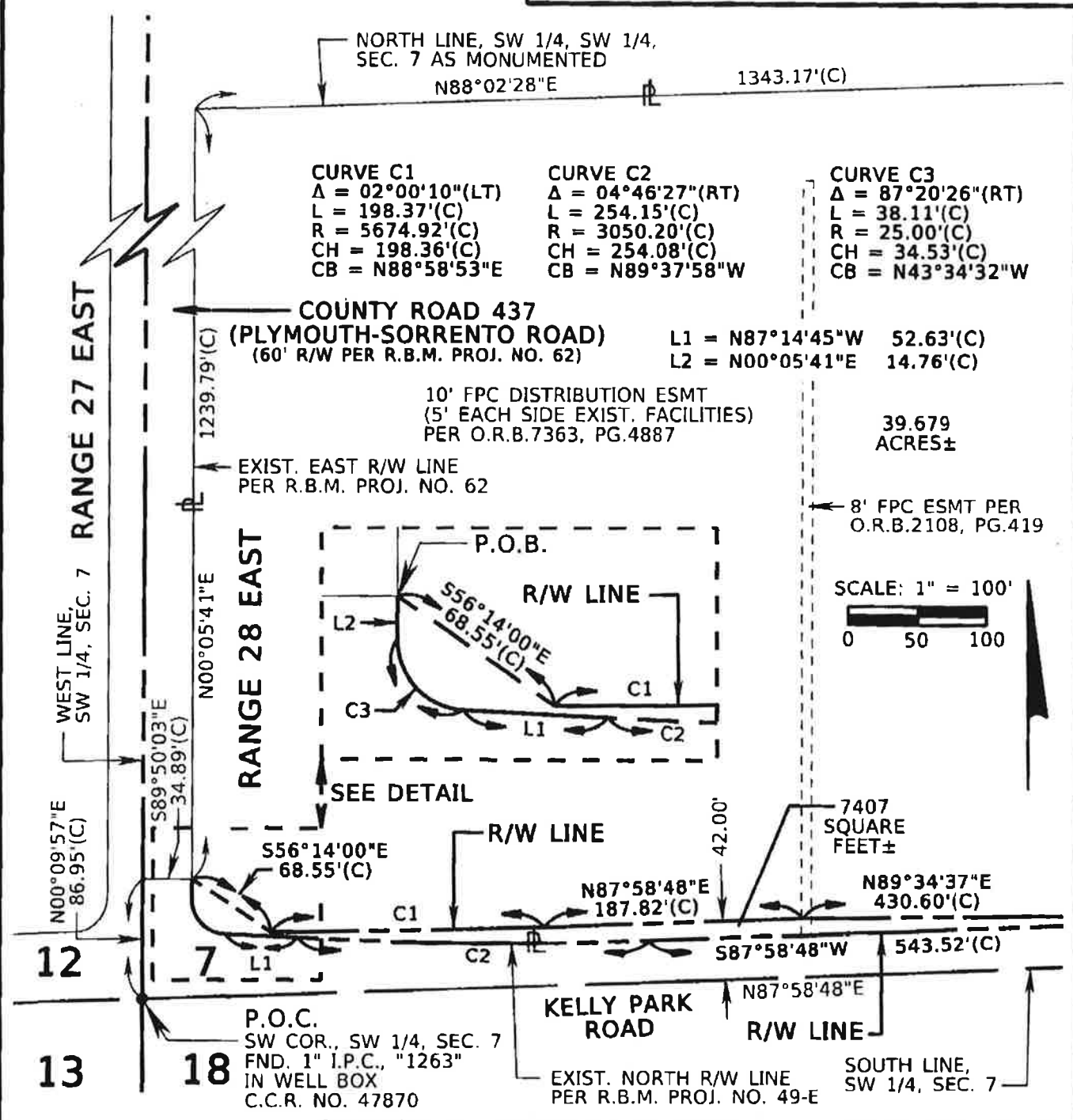
THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2902549 DATED 02/06/2013

**LEGEND & ABBREVIATIONS**

CB = CHORD BEARING	ID. = IDENTIFICATION	P.I. = POINT OF INTERSECTION	(R) = RADIAL
C.C.R. = CERTIFIED CORNER RECORD	I.R. = IRON ROD	P.O.B. = POINT OF BEGINNING	SEC. = SECTION
CH = CHORD LENGTH	L = ARC LENGTH	P.O.C. = POINT OF COMMENCEMENT	TINTF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
COR. = CORNER	L.A. = LIMITED ACCESS	PROJ. = PROJECT	W/ = WITH
(C) = CALCULATED DISTANCE	LT = LICENSED SURVEY BUSINESS	P.T. = POINT OF TANGENCY	W/Δ = PROPERTY LINE
D.B. = DEED BOOK	LT = LEFT	(P) = PLAT	W/Δ = SAME PROPERTY OWNER
ESMT = EASEMENT	NO. = NUMBER	R = RADIUS	Δ = DELTA (CENTRAL ANGLE)
EXIST. = EXISTING	O.R.B. = OFFICIAL RECORDS BOOK	R.B.M. = ROAD BOND MAP	⊕ = CHANGE IN DIRECTION
FND. = FOUND	P.C. = POINT OF CURVATURE	RT = RIGHT	---Δ--- = LIMITED ACCESS R/W LINE
FPC = FLORIDA POWER CORPORATION	PG./PGS. = PAGE / PAGES	R/W = RIGHT OF WAY	----- = R/W LINE
(F) = FIELD DISTANCE			

DATE	NOV 04 11 00 13	 <p>CERTIFICATION OF AUTHORIZATION No. LB 1221          520 SOUTH MAGNOLIA AVENUE          ORLANDO, FLORIDA 32801          (407) 843-3120          FAX 407-649-8664</p>	<p><b>SKETCH OF DESCRIPTION.</b>  <b>THIS IS NOT A BOUNDARY SURVEY.</b></p> <p>S.R. 429 (WEKIVA PARKWAY)          ORLANDO-ORANGE COUNTY          EXPRESSWAY AUTHORITY          ORANGE COUNTY, FLORIDA</p>	<p><b>PARCEL</b>  <b>232</b></p>
DRAWN BY	M.RO LLNS			SCALE: N/A
CHECKED BY	S.W ARE			
BSA PROJECT NO.	EA11-11			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SEC. 7-20-28, BEING N87°58'48"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



**SECTION 7, TOWNSHIP 20 SOUTH PROJECT NO. 429-203**

DATE	NOVEMBER 18, 2013
DRAWN BY	M. ROLLINS
CHECKED BY	S. WARE
BSA PROJECT NO.	EA11-11
REVISION	BY DATE

CERTIFICATION OF AUTHORIZATION No. LB 1221

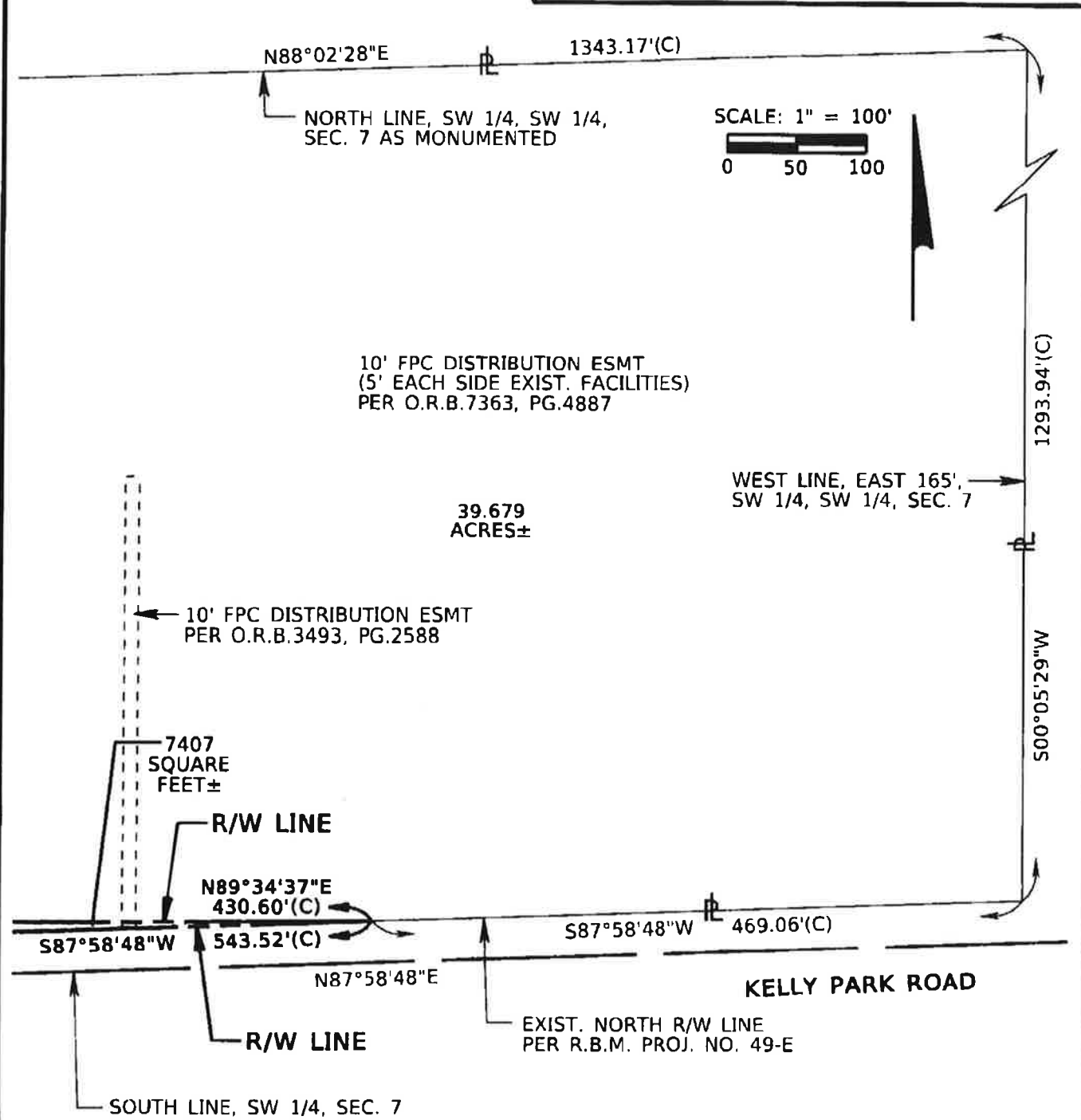
**DOWLER SINGLETON**  
 520 SOUTH MAGNOLIA AVENUE  
 ORLANDO, FLORIDA 32801  
 (407) 843-5120  
 FAX 407-649-8664

**SKETCH OF DESCRIPTION.**  
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)  
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 ORANGE COUNTY, FLORIDA

<b>PARCEL 232</b>
SCALE: 1"=100'
SHEET 2 OF 3

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SEC. 7-20-28, BEING N87°58'48"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 7, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 9-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*W.E. Byrd* 11/18/13 DATE  
 WILLIAM E. BYRD P.S.M. LICENSE NUMBER 5442  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LB 1221

**BS** BOWYER SINGLETON  
 520 SOUTH MAGNOLIA AVENUE  
 ORLANDO, FLORIDA 32801  
 (407) 843-5120  
 FAX 407-649-8664

SKETCH OF DESCRIPTION.  
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)  
 ORLANDO-ORANGE COUNTY  
 EXPRESSWAY AUTHORITY  
 ORANGE COUNTY, FLORIDA

PARCEL  
 232

SCALE: 1"=100'

SHEET 3 OF 3

**EXHIBIT "A2"**

**QUIT CLAIM DEED WITH LEGAL DESCRIPTIONS  
OF PROPERTY FROM CFX TO CITY**



**Prepared By:**

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

Reserved for Recording

Wekiva Parkway Project 429-202 (Yothers Road)  
Parcel 126 Parts B & C, 130 Part B, 131 Part B,  
132 Part B, 134 Part B, 142, 143 Parts B & C, 145 Part B

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

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“GRANTOR”) and the **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTEE”).

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

**SEE ATTACHED EXHIBIT “1”**

**Property Appraiser’s Parcel Identification Number:  
Not Assigned**

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

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

- a) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429 right-of-way property which may otherwise accrue to any property adjoining said right of way. GRANTEE has no rights of ingress, egress, or access to S.R. 429 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from S.R. 429.
- b) GRANTEE expressly agrees for itself, and its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with S.R. 429 or otherwise constitute a hazard for S.R. 429 or any related system or structure.
- c) GRANTEE acknowledges that the Property was acquired via eminent domain and is subject to Section 73.013, Florida Statutes. GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property (or any part thereof) for public right-of-way purposes, then all right, title, and interest to the Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

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

Signed, sealed, and delivered  
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

**First Witness:**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
CHAIRMAN

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

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

**Second Witness:**

ATTEST: \_\_\_\_\_  
Regla (“Mimi”) Lamaute  
Recording Clerk

**APPROVED AS TO FORM FOR  
EXECUTION BY CFX ONLY**

By: \_\_\_\_\_  
General Counsel

**STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.**

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_, by \_\_\_\_\_, as Chairman of the Central Florida Expressway  
Authority, who is personally known to me OR produced \_\_\_\_\_ as  
identification.

NOTARY PUBLIC

Signature: \_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public

# EXHIBIT "1"

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

PARCEL NO. 126  
PURPOSE: PART B PART C RIGHT OF WAY  
TRANSFER TO THE CITY OF APOPKA  
ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

PARCEL 126 PART B - RIGHT OF WAY

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 613.94 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE SOUTH 00°49'06" EAST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 89°10'54" WEST ALONG A LINE 45 FEET SOUTH OF AND PARALLEL TO AFORESAID NORTH LINE, A DISTANCE OF 50.87 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 15.02 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 51.53 FEET TO THE POINT OF BEGINNING.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 768 SQUARE FEET, MORE OR LESS.

PARCEL 126 PART C - RIGHT OF WAY

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 193.28 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°49'06" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°49'06" EAST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 89°10'54" WEST ALONG A LINE 45 FEET SOUTH OF AND PARALLEL TO AFORESAID NORTH LINE, A DISTANCE OF 153.92 FEET TO A POINT; THENCE NORTH 00°49'06" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 153.92 FEET TO THE POINT OF BEGINNING.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 28, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 126



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

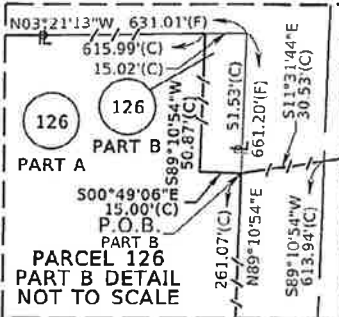
MAITLAND, FLORIDA 32751

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**

**SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**



APPROXIMATE  
CITY LIMITS LINE

NOT PLATTED



Scale: 1" = 200'

FND 4"x4" CM  
"LS 2494 PRM"  
0.49'S, 0.01'W(F)  
FND 3 1/2"x3 1/2" CM  
W/ CAP "PLS 2511"  
0.79'N, 0.36'W(F)

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

NOT  
PLATTED

CITY OF  
APOPKA

SEE PART B DETAIL ABOVE

50' EASEMENT (BLANKET)  
TO FLORIDA PUBLIC SERVICE  
MISCELLANEOUS BOOK 41, PG 331  
(NE 1/4 OF NE 1/4 OF SECTION 36-20-27)

SEE PART C DETAIL BELOW

PART B AREA TAKEN = 768 SQ FEET±  
PART C AREA TAKEN = 2,309 SQ FEET±

YOTHERS ROAD  
(R/W WIDTH VARIES)

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

STA 144+77.89  
382.40' RT(F)  
FND 4"x4" CM  
"LS 2494 PRM"

FND 1/2" IR NO ID  
1.52'S, 0.84'W(F)

RANGE 27 E

RANGE 28 E

331.01'(F)  
503°29'20"E 2646.26'(F)

ORIGINAL LOT LINE

31

30

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

N00°49'06"W  
15.00'(C)

PART C

126

PART A

126

PART C

PART A

P.O.B.

PART C

500°49'06"E  
15.00'(C)

PARCEL 126

PART C DETAIL

NOT TO SCALE

LOT 6  
BLOCK O

LOT 3

LOT 2

MAP OF PLYMOUTH  
PB B, PGS 17-18

10' DISTRIBUTION  
EASEMENT TO  
FLORIDA POWER  
CORPORATION  
ORB 5632, PG 1195

FND 1/2" IRC  
"LB 4596"

PLYMOUTH SORRENTO ROAD  
(R/W WIDTH VARIES)

SECTION 31,  
TOWNSHIP 20 SOUTH,  
RANGE 28 EAST

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS  
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 28, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 126**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

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

PARCEL NO. 130

PURPOSE: PART B RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA  
ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

PARCEL 130 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 132 FEET AND LESS THE WEST 300 FEET OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 193.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 159.60 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 89°10'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2.65 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°01'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG A LINE 50 FEET NORTH OF AND PARALLEL TO AFORESAID SOUTH LINE, A DISTANCE OF 167.65 FEET TO A POINT; THENCE SOUTH 00°49'16" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,229 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20 -10

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 130**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

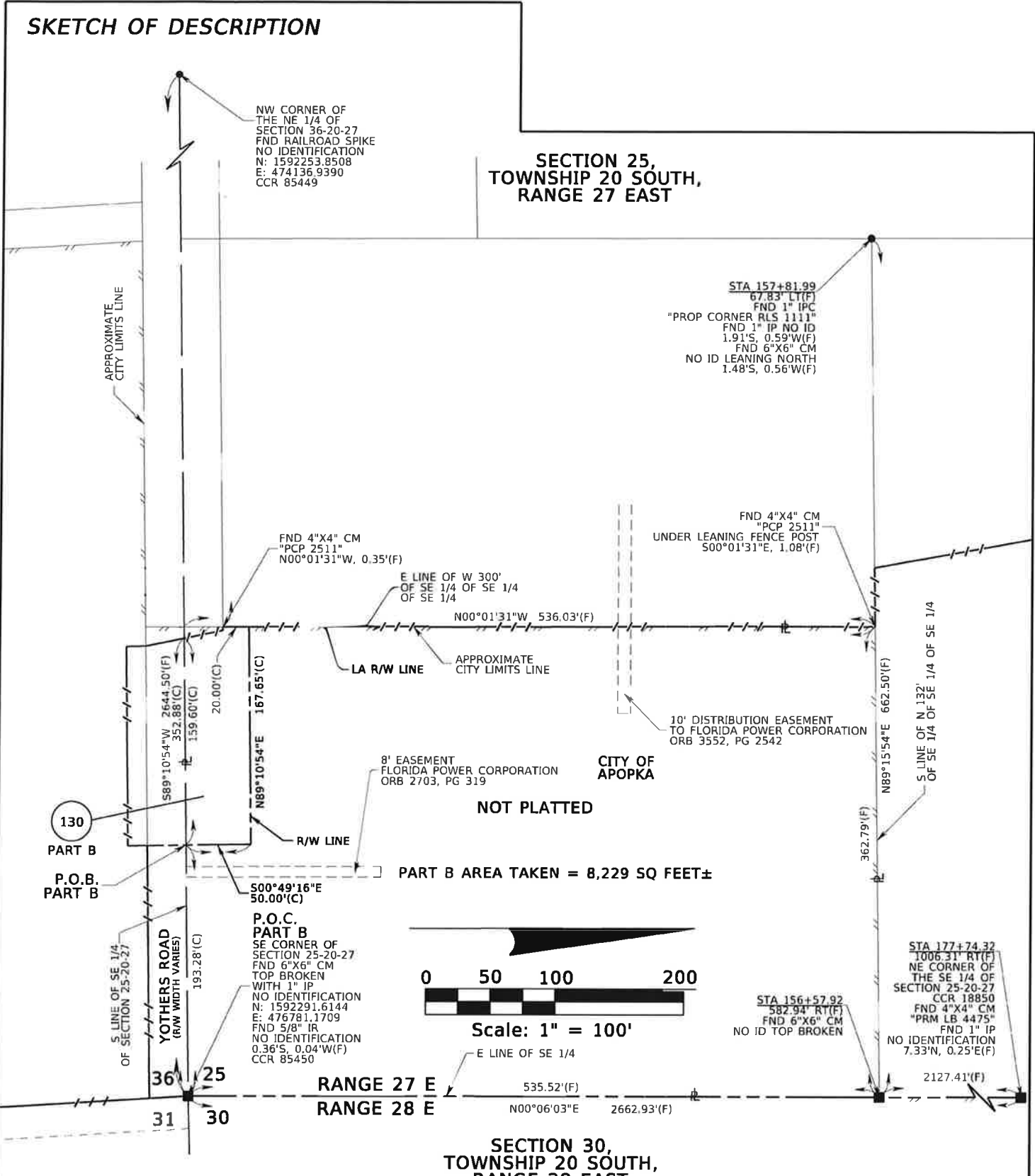
VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**

**SECTION 25,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

**SECTION 30,  
TOWNSHIP 20 SOUTH,  
RANGE 28 EAST**



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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
DATE: MAY 23, 2013  
PROJECT NO.: H20-01  
DRAWN: PMM CHECKED: JMS

**STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 130**

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

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

PARCEL NO. 131

PURPOSE: PART B RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 131 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 613.94 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE SOUTH 89°10'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 41.28 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 40.87 FEET TO A POINT; THENCE SOUTH 00°49'06" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1,232 SQUARE FEET, MORE OR LESS.

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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 28, 2013

PROJECT NO.: H20 - 10

DRAWN: PMM CHECKED: JMS

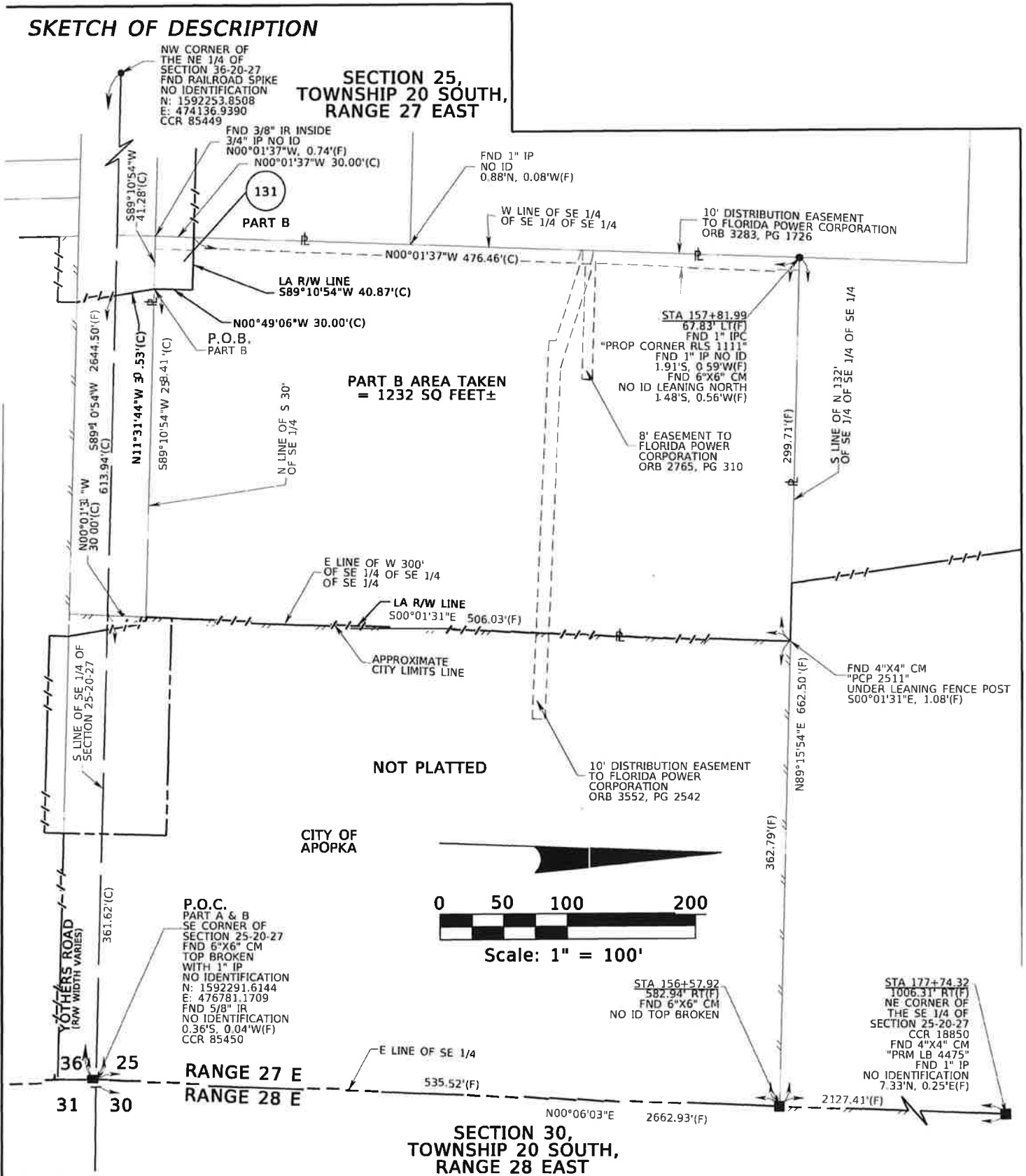
**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 131**



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



**SKETCH OF DESCRIPTION**



Scale: 1" = 100'

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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
DATE: FEBRUARY 28, 2013  
PROJECT NO.: H20-01  
DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 131**

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

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

PARCEL NO. 132

PURPOSE: PART B RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 132 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 661.32 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 145.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO AFORESAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 145.01 FEET TO A POINT ON AFORESAID EAST LINE; THENCE SOUTH 00°01'37" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4,350 SQUARE FEET, MORE OR LESS.

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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 30, 2013

PROJECT NO.: H20 01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 132**

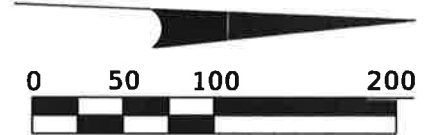


**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
2700 WESTHALL LANE  
SUITE 137  
MAITLAND, FLORIDA 32751  
VOICE: (407) 660-2322 FAX: 660-8223  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

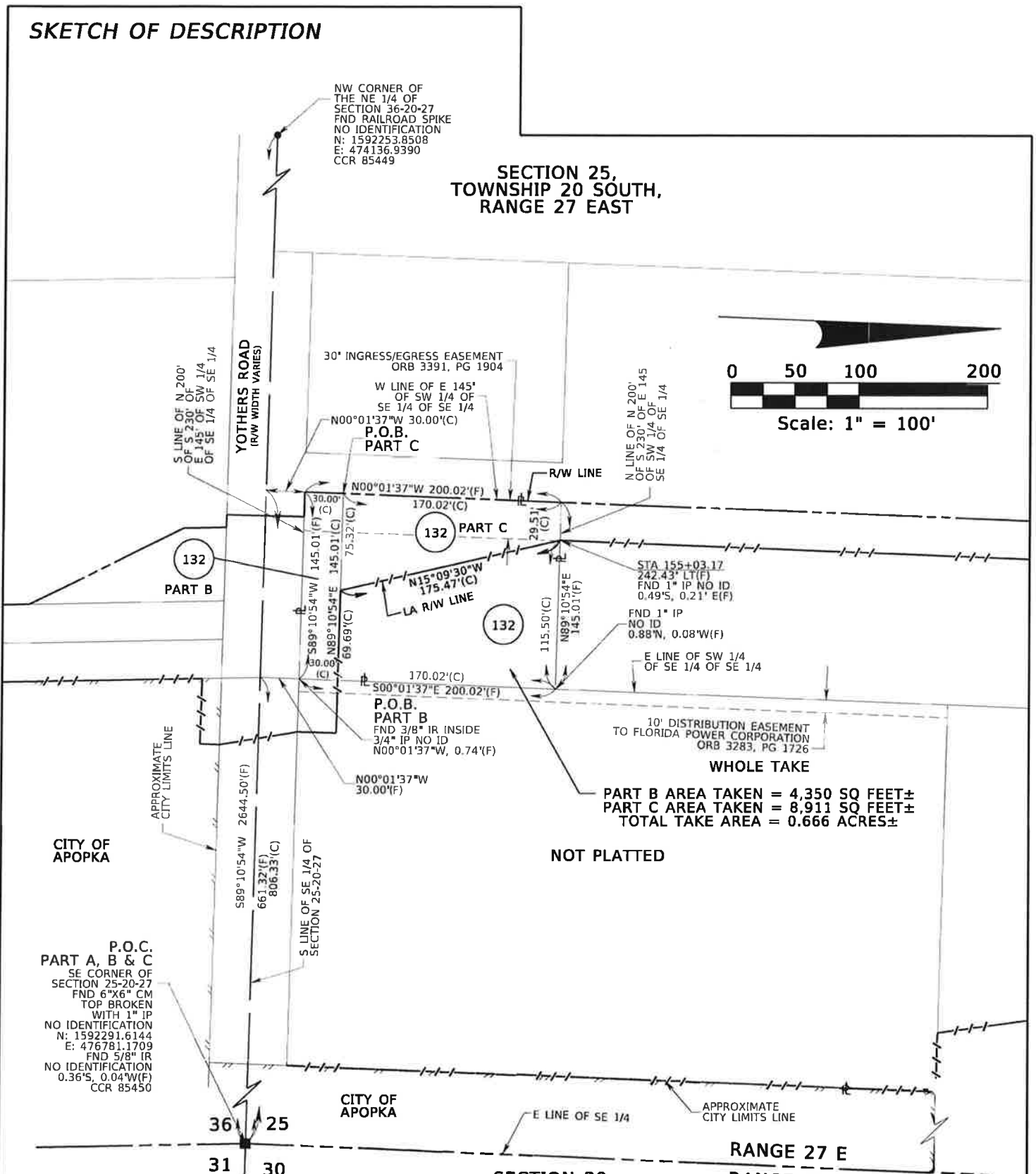
**SKETCH OF DESCRIPTION**

**SECTION 25,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

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



Scale: 1" = 100'



**PART B AREA TAKEN = 4,350 SQ FEET±**  
**PART C AREA TAKEN = 8,911 SQ FEET±**  
**TOTAL TAKE AREA = 0.666 ACRES±**

**NOT PLATTED**

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

**SECTION 30,  
TOWNSHIP 20 SOUTH,  
RANGE 28 EAST**

**RANGE 27 E  
RANGE 28 E  
SHEET OF**

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
DATE: MAY 30, 2013  
PROJECT NO.: H20-01  
DRAWN: PMM CHECKED: JMS

**STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 132**

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

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

PARCEL NO. 134

PURPOSE: PART B RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 134 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 661.32 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 125.30 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°49'06" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 125.71 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°01'37" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3,765 SQUARE FEET, MORE OR LESS.

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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 30, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 134**

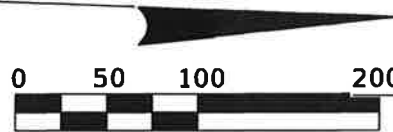


**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
2700 WESTHALL LANE  
SUITE 137  
MAITLAND, FLORIDA 32751  
VOICE: (407) 660-2322 FAX: 660-8223  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

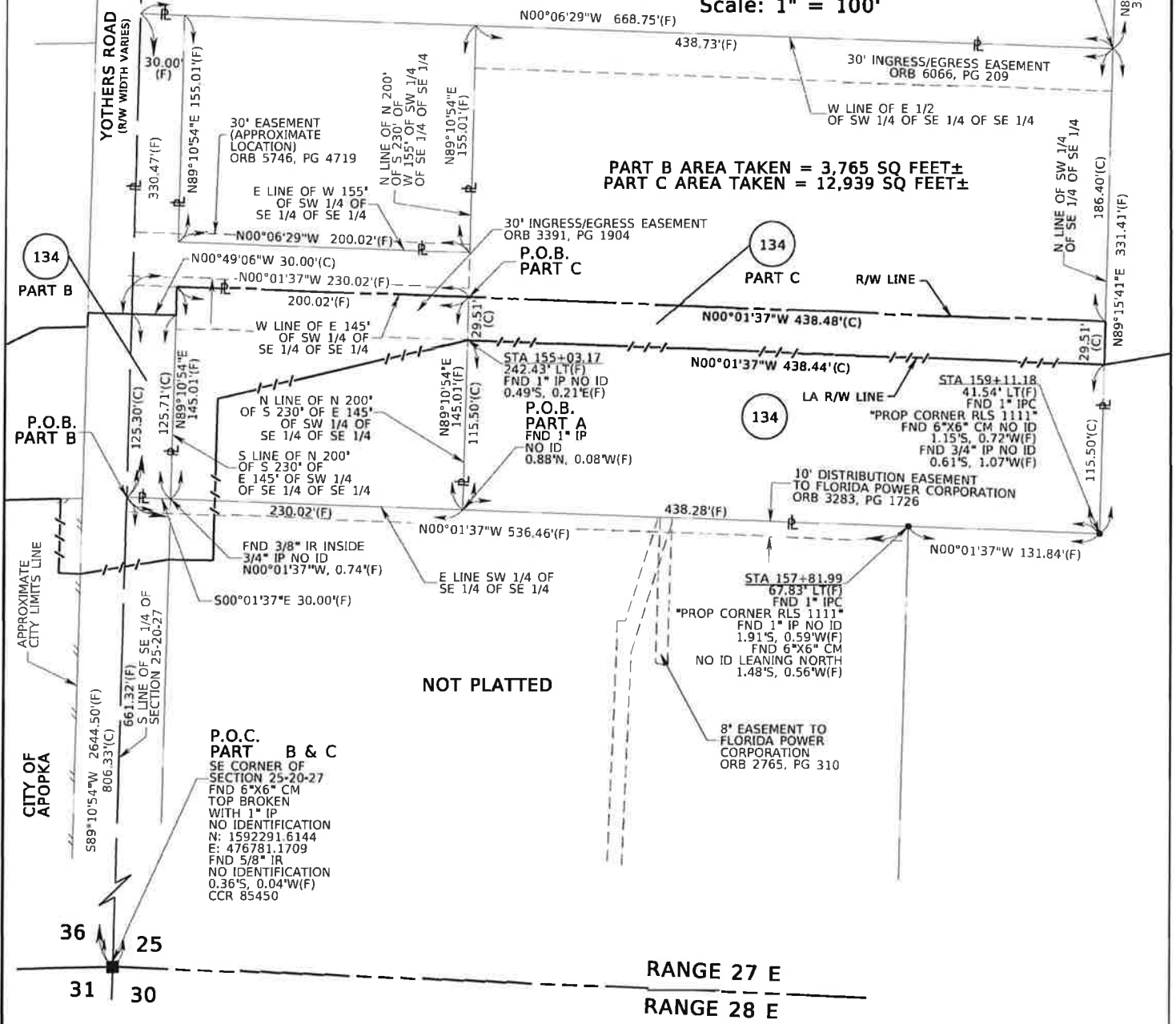
**SKETCH OF DESCRIPTION**

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

**SECTION 25,  
 TOWNSHIP 20 SOUTH,  
 RANGE 27 EAST**



STA 160+35.27  
 692.64' LT(F)  
 FND 1" IPC  
 \*PROP CORNER  
 RLS 1111"  
 FND 1" IR NO ID  
 0.34'N, 1.21'W(F)



SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

**SECTION 30,  
 TOWNSHIP 20 SOUTH,  
 RANGE 28 EAST**

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
 EXPRESSWAY AUTHORITY  
 DATE:   MAY 30, 2013    
 PROJECT NO.:   H20-01    
 DRAWN:   PMM   CHECKED:   JMS  

**STATE ROAD 429  
 OOCEA PROJECT NO. 429-202  
 PARCEL NO. 134**

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

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

PARCEL NO. 142  
PURPOSE: RIGHT OF WAY  
TRANSFER TO THE CITY OF APOPKA  
ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 661.13 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 126.82 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°49'06" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 125.49 FEET TO THE POINT OF BEGINNING.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3,785 SQUARE FEET, MORE OR LESS.

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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 142**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**



Scale: 1" = 100'

**SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

**SECTION 25,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

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

**YOTHERS ROAD  
(R/W WIDTH VARIES)**

EASEMENT (BLANKET)  
TO FLORIDA POWER CORPORATION  
ORB 813, PG 268 & 275

FND 4"x4" CM  
"LS 2494 PRM"  
0.49'S, 0.01'W(F)  
FND 3 1/2"x3 1/2" CM  
W/ CAP "PLS 2511"  
0.79'N, 0.36'W(F)

N00°49'06"W  
30.00'(C)

142

R/W LINE

W LINE OF NE 1/4 OF  
NE 1/4 OF NE 1/4

S03°21'13"E  
30.03'(F)

50' EASEMENT (BLANKET)  
TO FLORIDA PUBLIC SERVICE  
MISCELLANEOUS BOOK 41, PG 331  
(NE 1/4 OF NE 1/4 OF SECTION 36-20-27)

APPROXIMATE  
CITY LIMITS LINE

N LINE OF NE 1/4  
661.13'(F)

S89°10'54"W 2644.50'(F)

AREA TAKEN = 3,785 SQ FEET±

P.O.B.

LA R/W LINE

NOT PLATTED

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

CITY OF  
APOPKA

E LINE OF SE 1/4

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

**SECTION 31, 31  
TOWNSHIP 20 SOUTH,  
RANGE 28 EAST**

**SECTION 30,  
TOWNSHIP 20 SOUTH,  
RANGE 28 EAST**

SHEET

**RANGE 27 E  
RANGE 28 E  
OF**

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 142**



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

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

PARCEL NO. 143  
PURPOSE: PART B & PART C RIGHT OF WAY  
TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

PARCEL 143 PART B - RIGHT OF WAY

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 613.94 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 51.53 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 47.18 FEET TO THE POINT OF BEGINNING.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1,481 SQUARE FEET, MORE OR LESS.

PARCEL 143 PART C - RIGHT OF WAY

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 193.28 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°49'06" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 153.92 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 159.60 FEET TO THE POINT OF BEGINNING.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4,703 SQUARE FEET, MORE OR LESS.

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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 143**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

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

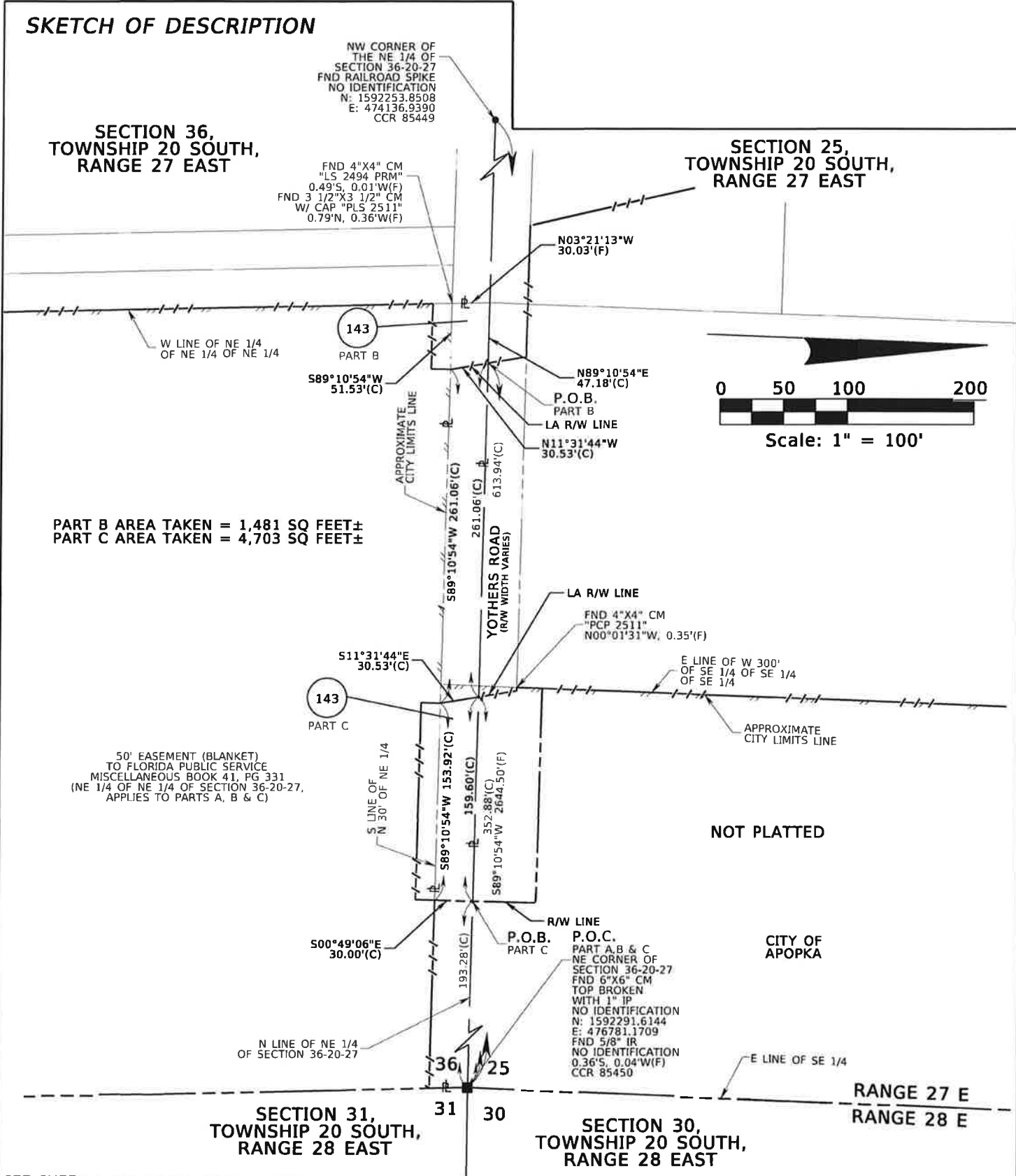
LAND SURVEYOR BUSINESS LICENSE NO. 6556



**SKETCH OF DESCRIPTION**

**SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

**SECTION 25,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**



**PART B AREA TAKEN = 1,481 SQ FEET±  
PART C AREA TAKEN = 4,703 SQ FEET±**

**50' EASEMENT (BLANKET)  
TO FLORIDA PUBLIC SERVICE  
MISCELLANEOUS BOOK 41, PG 331  
(NE 1/4 OF NE 1/4 OF SECTION 36-20-27,  
APPLIES TO PARTS A, B & C)**

**NOT PLATTED**

**CITY OF  
APOPKA**

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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

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

**STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 143**



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

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

PARCEL NO. 145

PURPOSE: PART B RIGHT OF WAY  
TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

PARCEL 145 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 613.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 47.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 41.28 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO THE POINT OF BEGINNING.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1,330 SQUARE FEET, MORE OR LESS.

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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20 -10

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 145**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

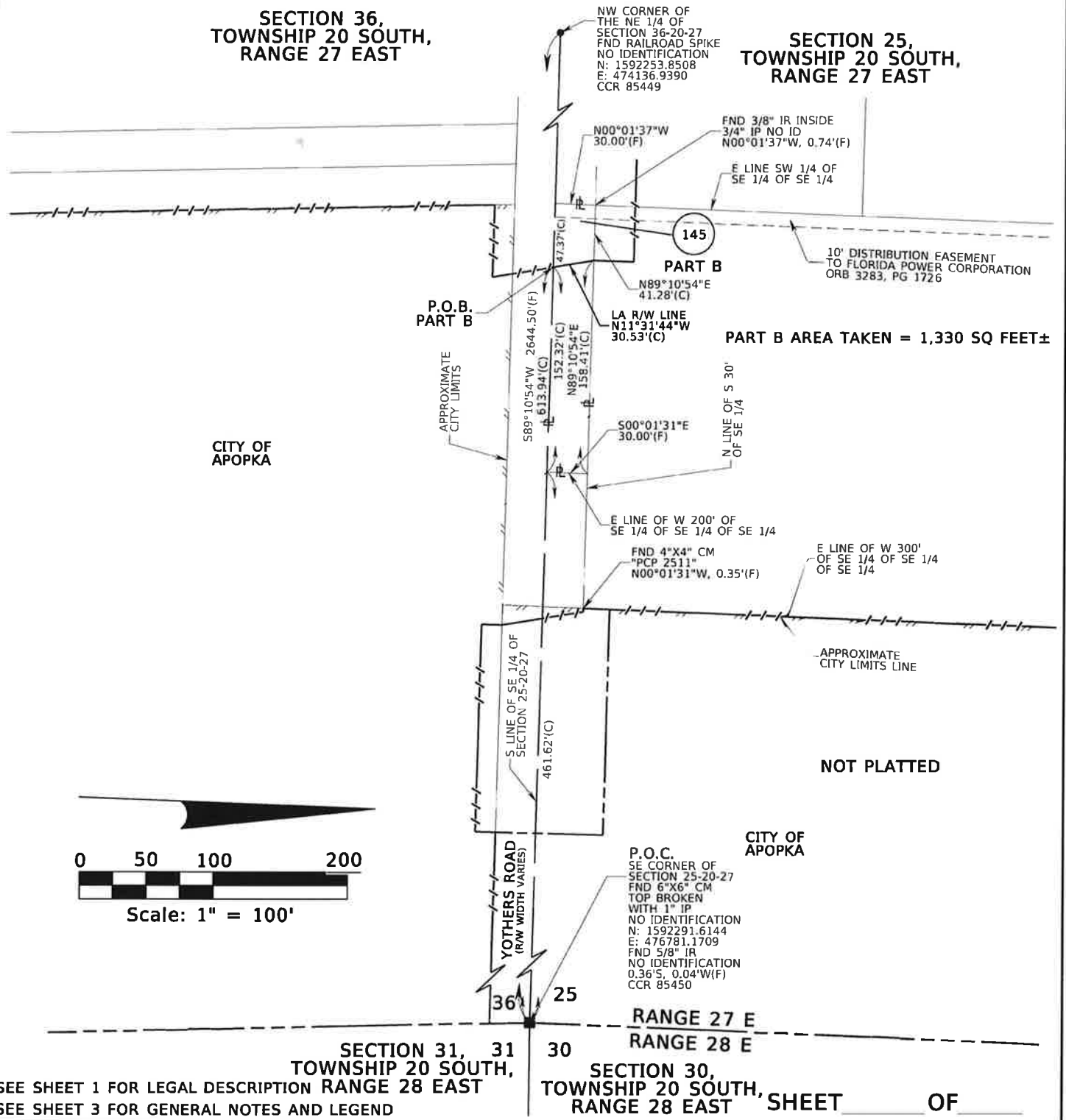
VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**

**SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

**SECTION 25,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**



FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 DATE: MAY 23, 2013  
 PROJECT NO.: H20-01  
 DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 145**

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

**EXHIBIT "A3"**

**QUIT CLAIM DEED WITH LEGAL DESCRIPTIONS  
OF PROPERTY FROM CFX TO CITY**

**Prepared By:**

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

Reserved for Recording

Wekiva Parkway Project 429-202  
Parcels 122, 123, 135 (Joshua Ridge Lane)

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

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“GRANTOR”) and the **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTEE”).

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

**SEE ATTACHED EXHIBIT “1”**

**Property Appraiser’s Parcel Identification Number:  
Not Assigned**

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

Project 429-202  
Parcels 122, 123, 135 (Joshua Ridge Lane)

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

- a) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429 right-of-way property which may otherwise accrue to any property adjoining said right of way. GRANTEE has no rights of ingress, egress, or access to S.R. 429 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from S.R. 429.
- b) GRANTEE expressly agrees for itself, and its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with S.R. 429 or otherwise constitute a hazard for S.R. 429 or any related system or structure.
- c) GRANTEE acknowledges that the Property was acquired via eminent domain and is subject to Section 73.013, Florida Statutes. GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property (or any part thereof) for public right-of-way purposes, then all right, title, and interest to the Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

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

Project 429-202  
Parcels 122, 123, 135 (Joshua Ridge Lane)

Signed, sealed, and delivered  
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

**First Witness:**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
CHAIRMAN

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

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

**Second Witness:**

ATTEST: \_\_\_\_\_  
Regla (“Mimi”) Lamaute  
Recording Clerk

**APPROVED AS TO FORM FOR  
EXECUTION BY CFX ONLY**

By: \_\_\_\_\_  
General Counsel

**STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.**

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_, by \_\_\_\_\_, as Chairman of the Central Florida Expressway  
Authority, who is personally known to me OR produced \_\_\_\_\_ as  
identification.

NOTARY PUBLIC

Signature: \_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public

# EXHIBIT "1"

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

PARCEL NO. 122  
PURPOSE: RIGHT OF WAY  
TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 661.13 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 1289.97 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°26'22" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 60.07 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST, A DISTANCE OF 329.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE NORTH 89°23'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 960.38 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE NORTH 30 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.115 ACRES, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

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

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: APRIL 25, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 122



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

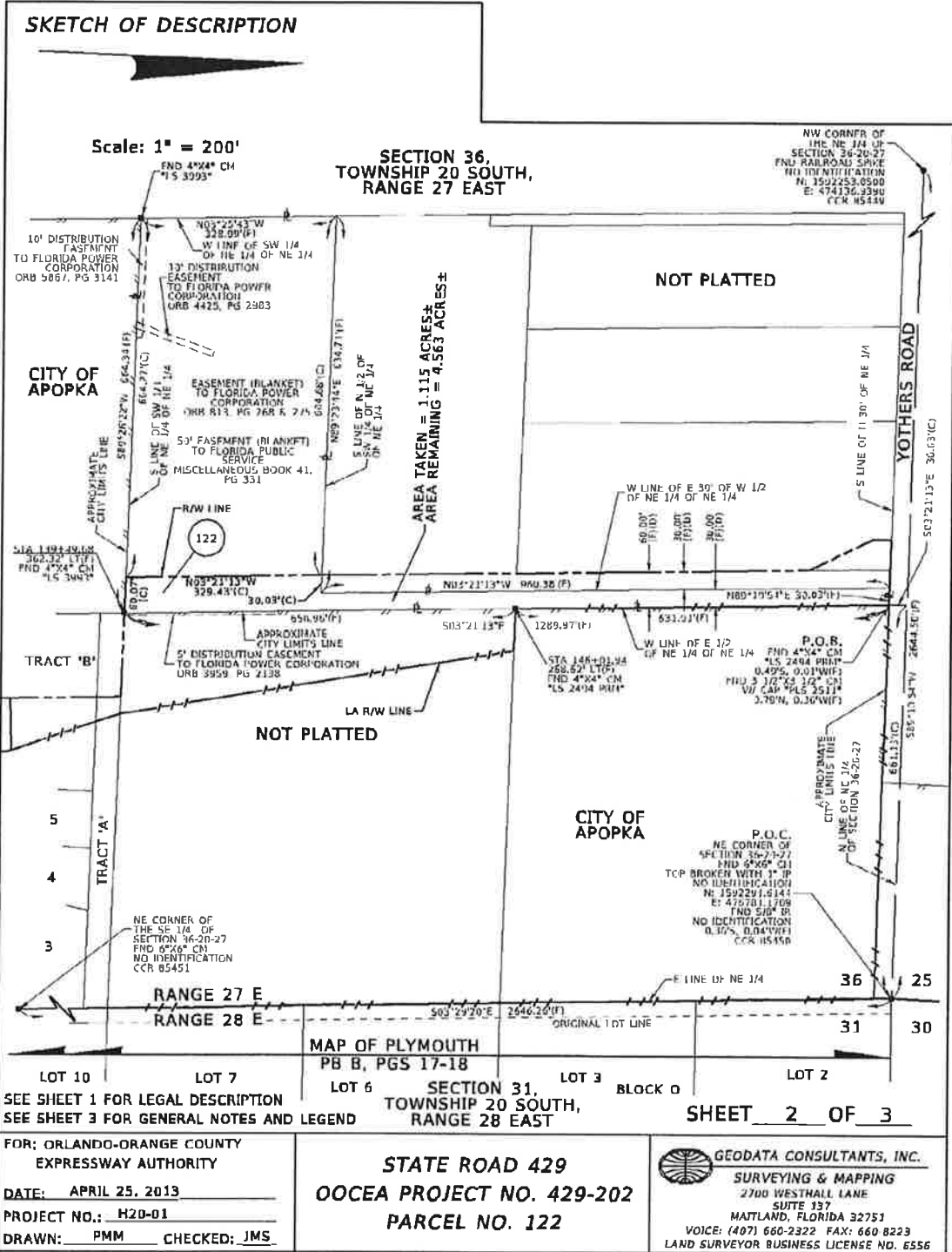
SUITE 137

MATTLAND, FLORIDA 32753

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556





Wekiva Parkway - Section 429-202(1A), Parcel 122

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

PARCEL NO. 123  
PURPOSE: RIGHT OF WAY  
TRANSFER TO THE CITY OF APOPKA  
ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 691.15 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 960.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'44" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 960.26 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE NORTH 30 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.661 ACRES, MORE OR LESS.

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

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: APRIL 25, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 123**



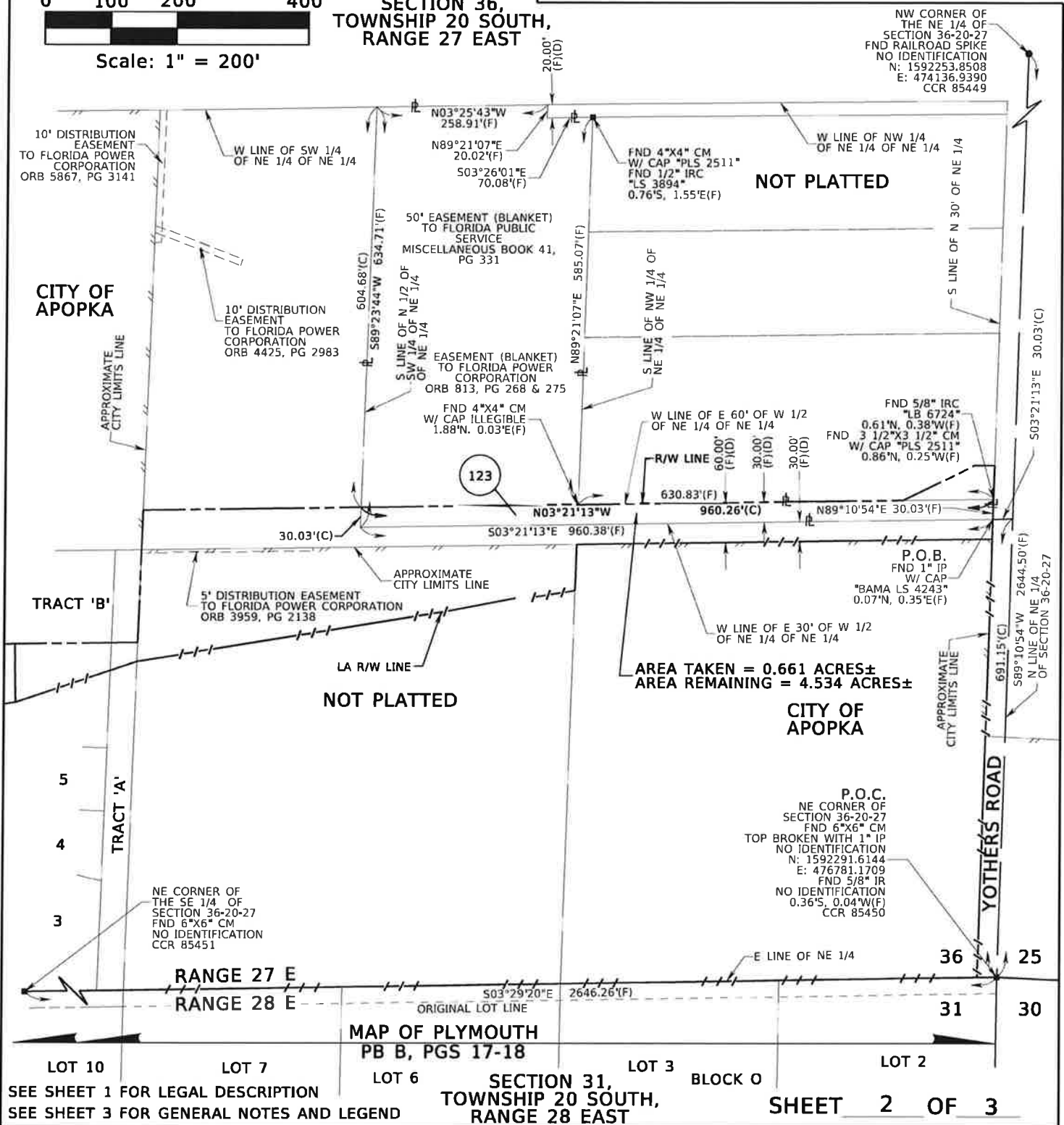
**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
2700 WESTHALL LANE  
SUITE 137  
MAITLAND, FLORIDA 32751  
VOICE: (407) 660-2322 FAX: 660-8223  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**



Scale: 1" = 200'

**SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**



<p>FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY</p> <p>DATE: <u>APRIL 25, 2013</u></p> <p>PROJECT NO.: <u>H20-01</u></p> <p>DRAWN: <u>PMM</u> CHECKED: <u>JMS</u></p>	<p><b>STATE ROAD 429</b></p> <p><b>OOCEA PROJECT NO. 429-202</b></p> <p><b>PARCEL NO. 123</b></p>	<p><b>GEODATA CONSULTANTS, INC.</b></p> <p><b>SURVEYING &amp; MAPPING</b></p> <p>2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751</p> <p>VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556</p>
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ORLANDO ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-202

PARCEL NO. 125  
PURPOSE: RIGHT OF WAY  
TRANSFER TO THE CITY OF APOPKA  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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

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

CONTAINING 5,252 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

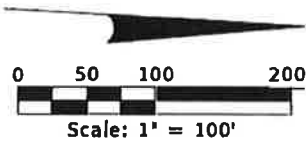
DATE: MAY 16, 2013  
PROJECT NO.: H20-01  
DRAWN: PMM CHECKED: JMS

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

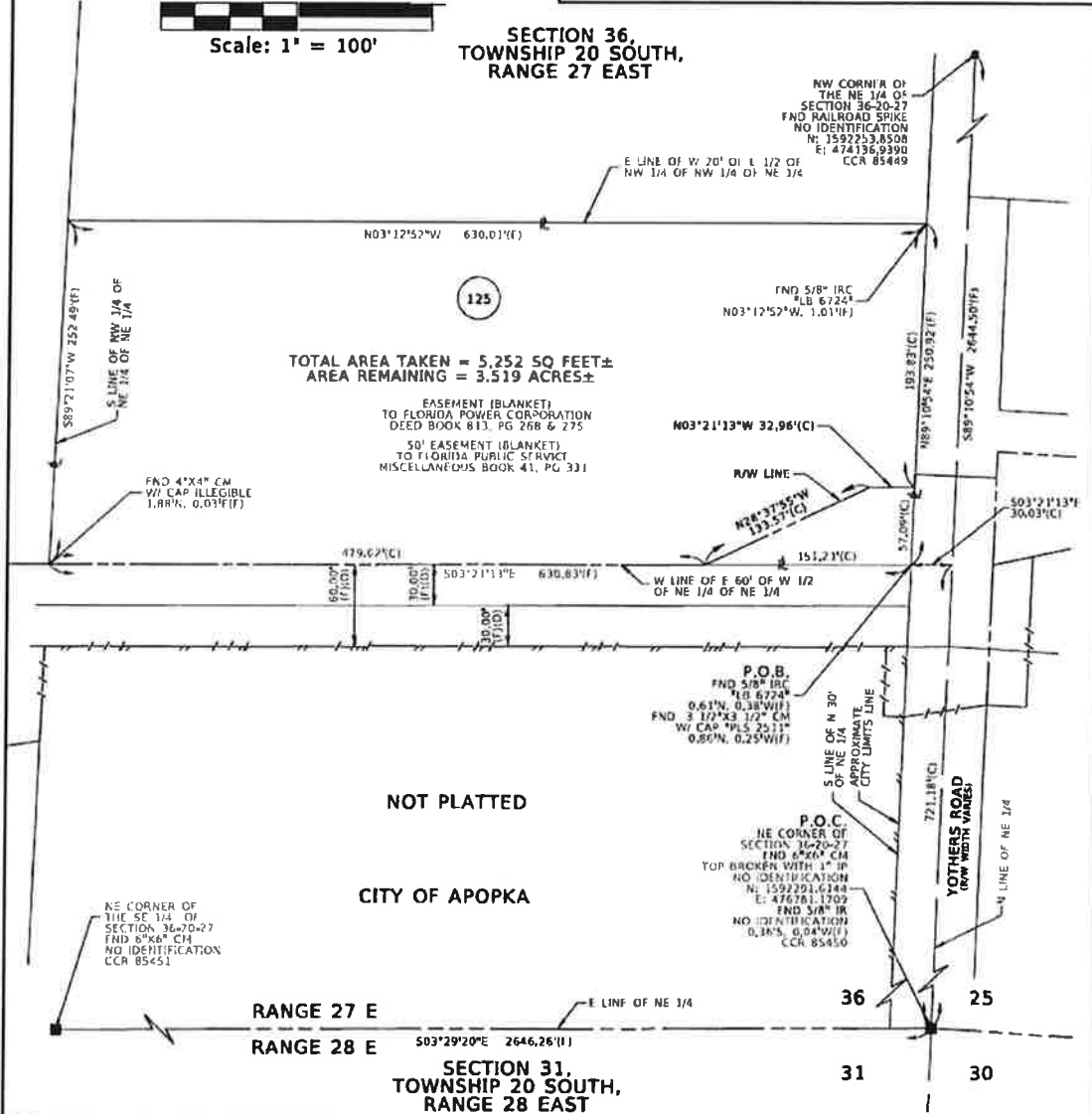


GEODATA CONSULTANTS, INC.  
SURVEYING & MAPPING  
2700 WESTHALL LANE  
SUITE 137  
MAITLAND, FLORIDA 32751  
VOICE: (407) 660-2322 FAX: 660-8223  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**



**SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**



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

EASEMENT (BLANKET)  
TO FLORIDA POWER CORPORATION  
DEED BOOK 811, PG 268 & 275  
50' EASEMENT (BLANKET)  
TO FLORIDA PUBLIC SERVICE  
MISCELLANEOUS BOOK 41, PG 331

**NOT PLATTED**

**CITY OF APOPKA**

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

**SHEET 2 OF 3**

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

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

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

**EXHIBIT B.  
QUIT CLAIM DEED WITH LEGAL DESCRIPTIONS  
OF PROPERTY FROM CITY TO CFX**

**Prepared By:**

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

Reserved for Recording

Project 429-202 (involving Yothers Road)  
Parcels 130 Part A, 143 Part A, 144, 145 Part A

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

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTOR”) and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX” or “GRANTEE”).

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

**SEE ATTACHED EXHIBIT “1”**  
**(hereinafter “the Property”)**

**Property Appraiser’s Parcel Identification Number: Not Assigned**

TOGETHER WITH all rights of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

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,

Project 429-202 (involving Yothers Road)  
Parcels 130 Part A, 143 Part A, 144, 145 Part A

and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

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

Signed, sealed, and delivered  
in the presence of:

**“GRANTOR”**

**CITY OF APOPKA**

**First Witness:**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Mayor

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

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

**Second Witness:**

ATTEST: \_\_\_\_\_  
Recording Clerk

**STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.**

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, as Mayor of the City of Apopka, who is personally known to me OR produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Signature: \_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public



Project 429-202 (involving Yothers Road)  
Parcels 130 Part A, 143 Part A, 144, 145 Part A

**EXHIBIT "1"**

**LEGAL DESCRIPTION**

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

PARCEL NO. 130  
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY  
PURPOSE: RIGHT OF WAY TRANSFER CITY OF APOPKA TO CFX  
ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

PARCEL 130 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 132 FEET AND LESS THE WEST 300 FEET OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 352.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 8.74 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2.65 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 171 SQUARE FEET, MORE OR LESS.

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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20 -10

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 130**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

2700 WESTHALL LANE

SUITE 137

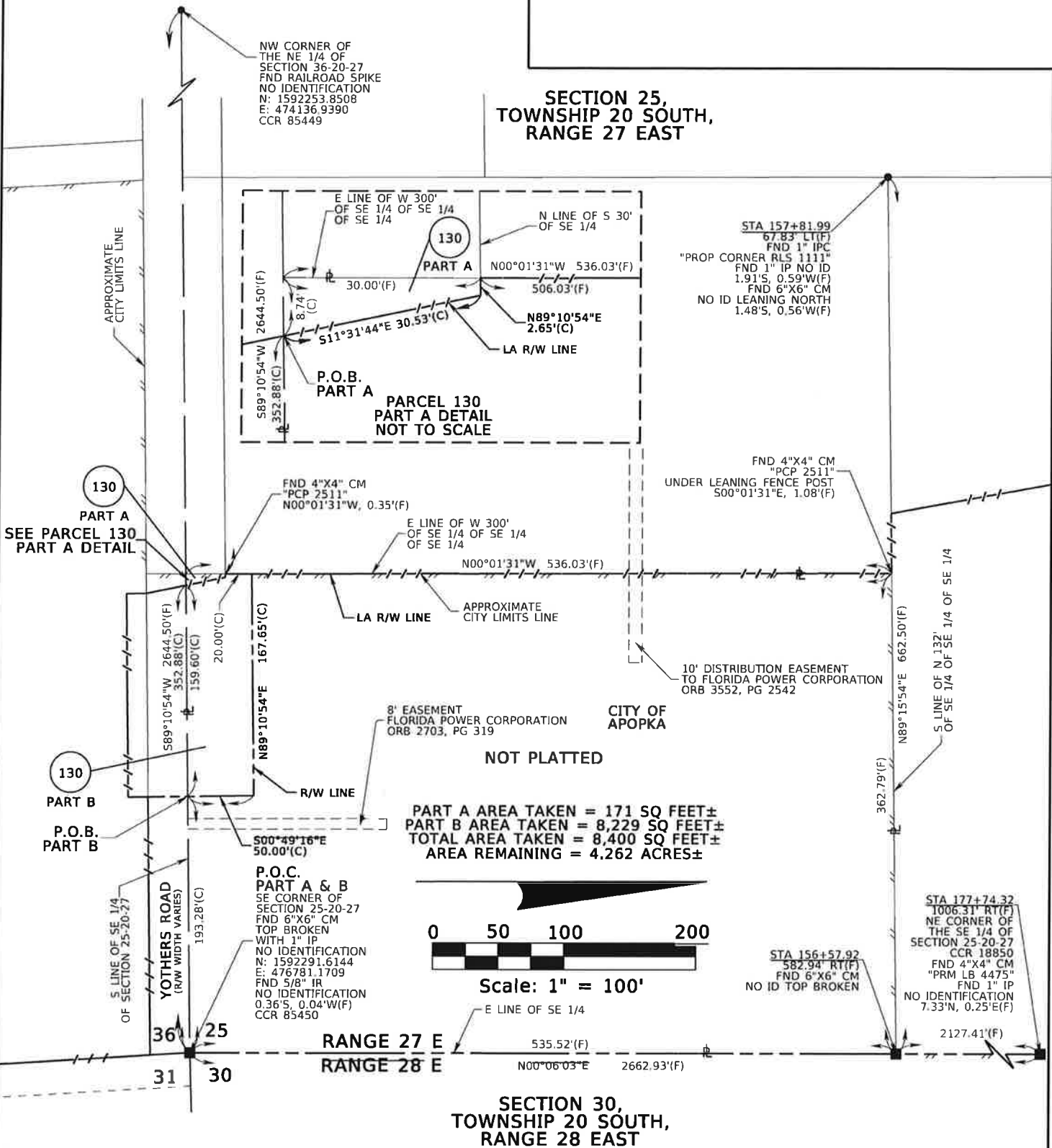
MAITLAND, FLORIDA 32751

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

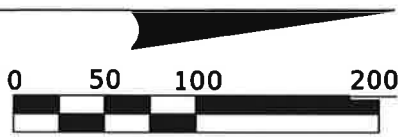
LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**

**SECTION 25,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**



PART A AREA TAKEN = 171 SQ FEET±  
 PART B AREA TAKEN = 8,229 SQ FEET±  
 TOTAL AREA TAKEN = 8,400 SQ FEET±  
 AREA REMAINING = 4,262 ACRES±



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

SHEET \_\_\_\_\_ OF \_\_\_\_\_

FOR: ORLANDO-ORANGE COUNTY  
 EXPRESSWAY AUTHORITY  
 DATE: MAY 23, 2013  
 PROJECT NO.: H20-01  
 DRAWN: PMM CHECKED: JMS

**STATE ROAD 429  
 OOCEA PROJECT NO. 429-202  
 PARCEL NO. 130**

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

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

PARCEL NO. 143  
PURPOSE: RIGHT OF WAY TRANSFER CITY OF AOPKA TO CFX  
ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

PARCEL 143 PART A - LIMITED ACCESS RIGHT OF WAY

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 352.88 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 261.06 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 261.06 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 7,832 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 143**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**  
2700 WESTHALL LANE  
SUITE 137

MAITLAND, FLORIDA 32751

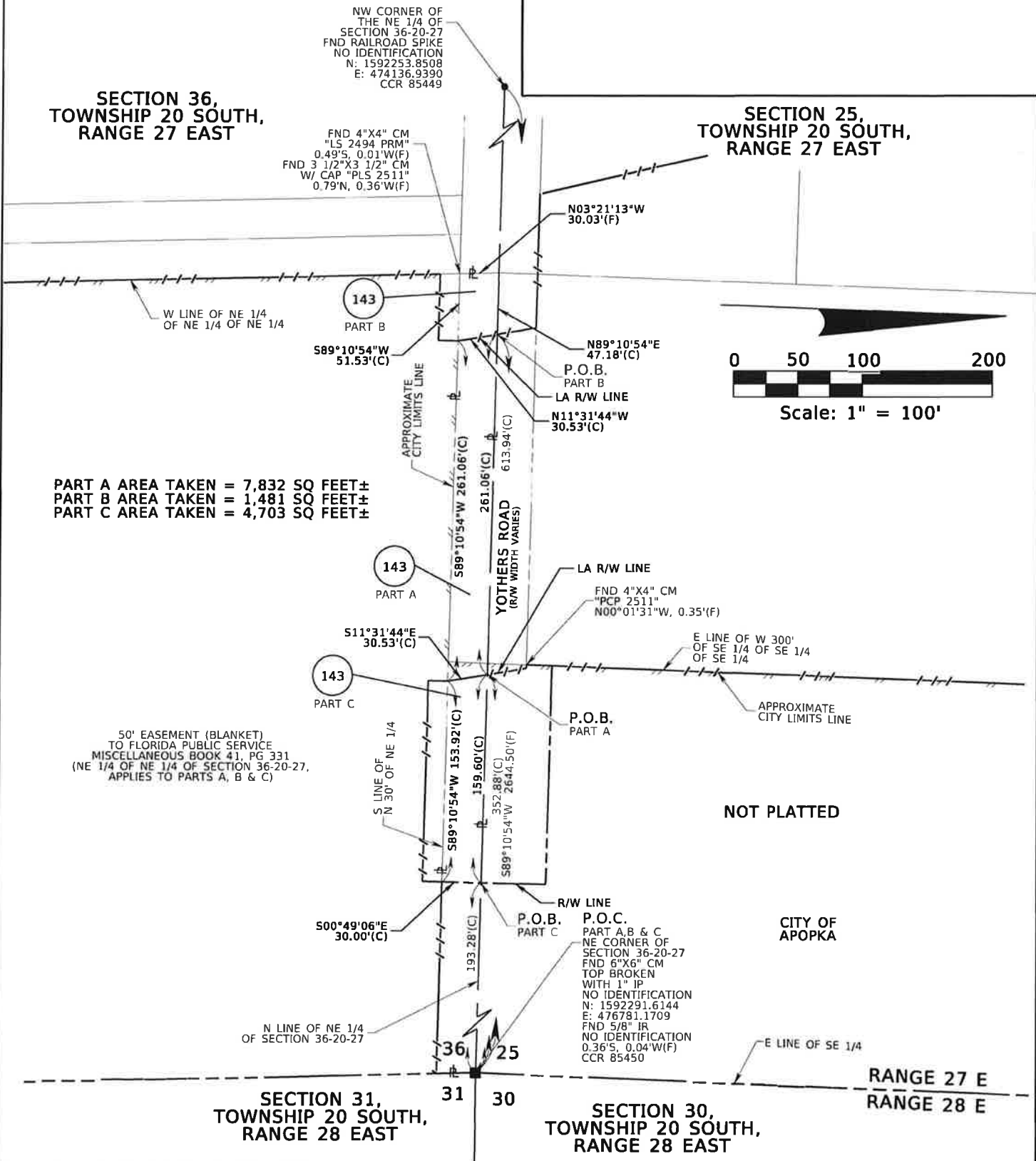
VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

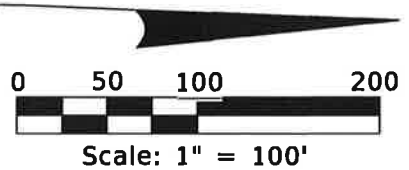
**SKETCH OF DESCRIPTION**

**SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

**SECTION 25,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**



**PART A AREA TAKEN = 7,832 SQ FEET±  
PART B AREA TAKEN = 1,481 SQ FEET±  
PART C AREA TAKEN = 4,703 SQ FEET±**



50' EASEMENT (BLANKET)  
TO FLORIDA PUBLIC SERVICE  
MISCELLANEOUS BOOK 41, PG 331  
(NE 1/4 OF NE 1/4 OF SECTION 36-20-27,  
APPLIES TO PARTS A, B & C)

**NOT PLATTED**

**CITY OF  
APOPKA**

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

**SHEET 2 OF 3**

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

**STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 143**

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

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

PARCEL NO. 144  
PURPOSE: RIGHT OF WAY TRANSFER CITY OF APOPKA TO CFX  
ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 361.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 200 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO A POINT ON AFORESAID EAST LINE OF WEST 300 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°01'31" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-202**  
**PARCEL NO. 144**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**

**SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

**SECTION 25,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

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

CITY OF  
APOPKA

APPROXIMATE CITY LIMITS

E LINE OF W 200' OF  
SE 1/4 OF SE 1/4 OF SE 1/4

N LINE OF S 30'  
OF SE 1/4

N00°01'31"W  
30.00'(F)

500°01'31"E  
30.00'(F)

589°10'54"W 2644.50'(F)

144

**WHOLE TAKE  
TOTAL AREA TAKEN = 3,000 SQ FEET±**

P.O.B.

FND 4"x4" CM  
"PCP 2511"  
N00°01'31"W, 0.35'(F)

E LINE OF W 300'  
OF SE 1/4 OF SE 1/4  
OF SE 1/4

APPROXIMATE  
CITY LIMITS LINE

LA R/W LINE

R/W LINE

NOT PLATTED

CITY OF  
APOPKA

P.O.C.  
SE CORNER OF  
SECTION 25-20-27  
FND 6"x6" CM  
TOP BROKEN  
WITH 1" IP  
NO IDENTIFICATION  
N: 1592291.6144  
E: 476781.1709  
FND 5/8" IR  
NO IDENTIFICATION  
0.36'S, 0.04'W(F)  
CCR 85450

YOTHERS ROAD  
(R/W WIDTH VARIES)

S LINE OF SE 1/4 OF  
SECTION 25-20-27  
361.62'(C)

100.00'(F)

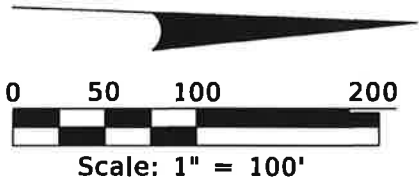
N89°10'54"E  
100.00'(F)

**RANGE 27 E  
RANGE 28 E**

**SECTION 31, 31  
TOWNSHIP 20 SOUTH,  
RANGE 28 EAST**

**SECTION 30,  
TOWNSHIP 20 SOUTH,  
RANGE 28 EAST**

**SHEET 2 OF 3**



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

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
DATE: MAY 23, 2013  
PROJECT NO.: H20-01  
DRAWN: PMM CHECKED: JMS

**STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 144**

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

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

PARCEL NO. 145  
PURPOSE: RIGHT OF WAY TRANSFER CITY OF APOPKA TO CFX  
ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

**PARCEL 145 PART A - LIMITED ACCESS RIGHT OF WAY**

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 461.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 200 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 152.32 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 158.41 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°01'31" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4,661 SQUARE FEET, MORE OR LESS.

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

**SHEET 1 OF 3**

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20 -10

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 145**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

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

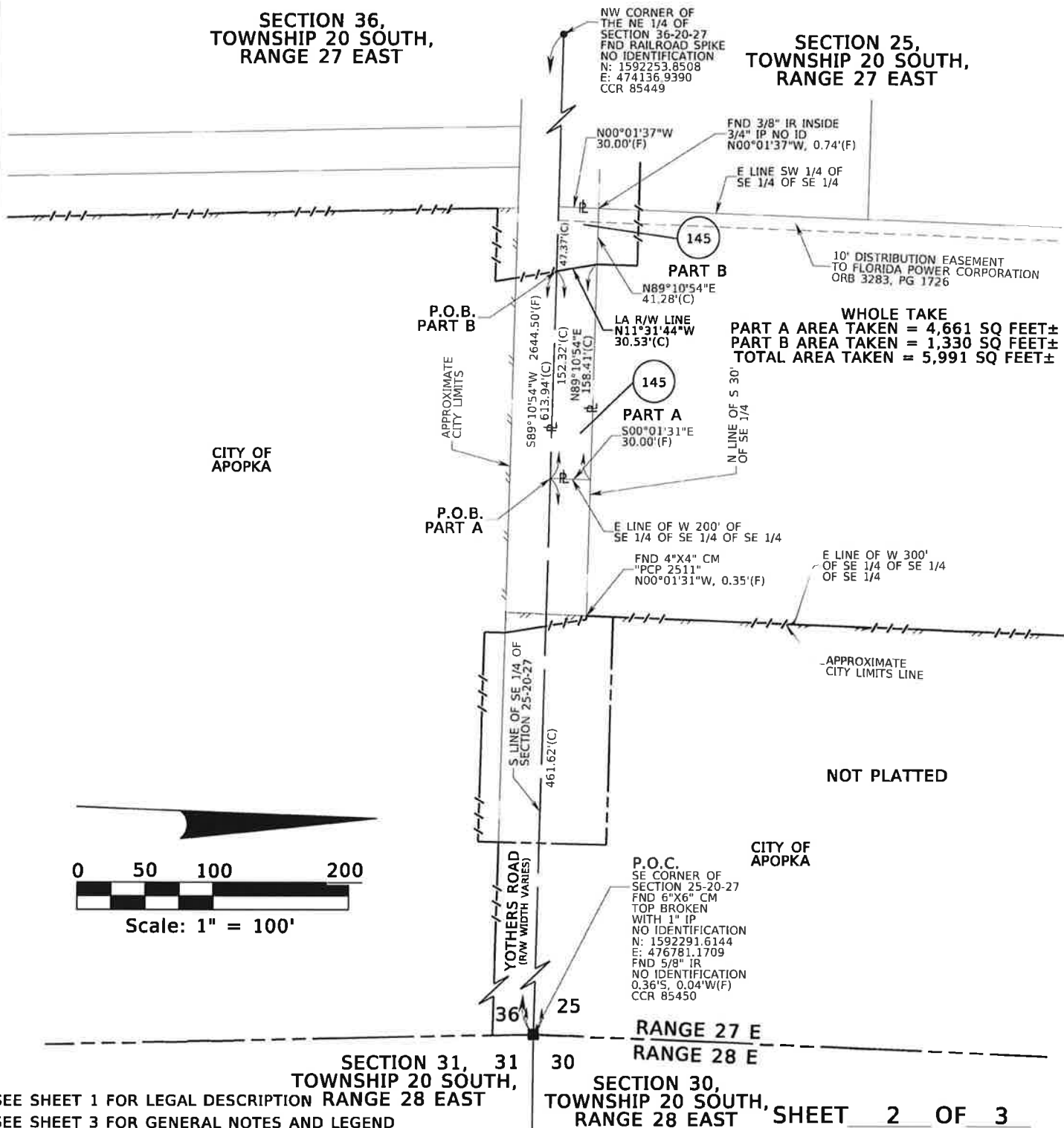
LAND SURVEYOR BUSINESS LICENSE NO. 6556



**SKETCH OF DESCRIPTION**

**SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

**SECTION 25,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**



FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 DATE: MAY 23, 2013  
 PROJECT NO.: H20-01  
 DRAWN: PMM CHECKED: JMS

**STATE ROAD 429  
 OOCEA PROJECT NO. 429-202  
 PARCEL NO. 145**

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

**EXHIBIT C.  
DETAILED MAINTENANCE FUNCTIONS**

1. Local Road Bridge over CFX Expressway System

- a) CFX Responsibility
  - i) Bridge structure per se, including bridge deck and approach slabs
  - ii) Ramp pavement to intersection with Local Road edge of pavement
  - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
  - iv) Bridge underdeck and ramp lighting
  - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
  - vi) Ramp maintenance to Local Road edge of pavement
  
- b) Local Agency Responsibility
  - i) Local Road maintenance up to bridge approach slabs
  - ii) Embankment/sideslopes to CFX limited-access (“L/A”) right-of-way fence
  - iii) Signalization, guard rails, jurisdictional signage and bridge lighting above deck, if applicable
  - iv) **Non- CFX** Utilities facilities within CFX right-of-way
  - v) Local Road drainage structures and systems to CFX or Local Road ponds
  - vi) Cleaning/sweeping, pavement markings for Local Roads and sidewalks, if applicable.

2. CFX Expressway Bridge over Local Road

- a) CFX Responsibility
  - i) Bridge structure per se, including bridge deck and approach slabs
  - ii) Ramp pavement to intersection with Local Road edge of pavement
  - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
  - iv) Bridge underdeck and ramp lighting
  - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
  - vi) Ramp maintenance to Local Road edge of pavement
  
- b) Local Agency Responsibility
  - i) Local Road maintenance
  - ii) Local Road within Local right-of-way, including pavement, pavement markings, sidewalks, lighting, and other improvements on or under the Local Road up to CFX’s L/A right-of-way line, retaining wall or fence
  - iii) Embankment/sideslopes to CFX L/A right-of-way fence
  - iv) Signalization, guard rails, jurisdictional signage and Local Road lighting
  - v) **Non- CFX** Utilities facilities within Local Road right-of-way
  - vi) Local Road drainage structures and systems to CFX or Local Road retention area
  - vii) Cleaning/sweeping, pavement markings for Local Roads and sidewalks, if applicable.

3. Canals/Waterways originating or extending beyond CFX Right-of-Way.
  - a) CFX Responsibility
    - i) Structural integrity of headwalls and structure within CFX right-of-way
    - ii) Bridge structure per se, including bridge deck and approach slabs
    - iii) Rip-rap
  - b) Local Agency Responsibility
    - i) Canal and banks beyond head walls within Local Agency right-of-way
    - ii) Open flow channel under CFX
4. Canals/Waterways within CFX Right-of-Way
  - a) CFX Responsibility
    - i) Bridge structure per se, including bridge deck and approach slabs
    - ii) Waterway/channel within CFX right-of-way
    - iii) Rip-rap
  - b) Local Agency Responsibility: None
5. Detention/Retention Ponds and Structures
  - a) CFX Responsibility
    - i) CFX assigned ponds and CFX drainage structures within L/A right-of-way handling CFX water
    - ii) Drainage structures and systems in CFX right-of-way conveying water across Expressway
  - b) Local Agency Responsibility
    - i) Local Agency assigned ponds and Local Agency drainage structures and systems handling Local Road water
    - ii) Drainage structures in Local Road right-of-way feeding into CFX ponds/right-of-way
6. Utilities
  - a) CFX Responsibility: None
  - b) Local Agency Responsibility: Water and wastewater mains in CFX L/A right-of-way
  - c) General: Non- CFX utilities in public or L/A right-of-way are the responsibility of the utility company
7. Roadways
  - a) CFX Responsibility: All facilities within CFX L/A right-of-way, except as noted.
  - b) Local Agency Responsibility: All facilities within Local Road right-of-way, except as noted.

**EXHIBIT D. MAINTENANCE RESPONSIBILITY**  
 (See Exhibit C for the Detail Maintenance Functions)

<b>Location</b>	<b>City Responsibility</b>	<b>CFX Responsibility</b>
Yothers Road over S.R. 429	<b>1b</b>	<b>1a</b>
Yothers Road	<b>7b</b>	
Joshua Ridge Lane	<b>7b</b>	
S.R. 429 over Kelly Park Road	<b>2b</b>	<b>2a</b>
Kelly Park Road	<b>7b</b>	
Pond KP-1A	<b>5b</b>	
Pond KP-1B	<b>5b</b>	

**EXHIBIT E. EASEMENT AGREEMENT FOR EXPRESSWAY FACILITIES**

Prepared By and Return To:  
Linda S. Brehmer Lanosa  
Deputy General Counsel  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

For Recording Purposes Only

Project 429-203 (Kelly Park Road)

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

**EASEMENT AGREEMENT FOR EXPRESSWAY FACILITIES**

**THIS EASEMENT AGREEMENT** is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the **CITY OF APOPKA**, a Florida Municipal Corporation existing under the laws of the State of Florida, whose address is 120 East Main Street, Apopka, Florida 32703 (“Grantor” or “City”) to and in favor of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, public corporation and an agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 (“Grantee” or “CFX”).

**WITNESSETH:**

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

WHEREAS, pursuant to Section 166.021, Florida Statutes, the City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

WHEREAS, in the course of the construction State Road (S.R.) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of the Wekiva Parkway Project 429-202 and Project 429-203 are s completed, and both parties desire title to the local roads and related facilities to vest in the City, subject to certain rights retained by CFX, and title to all of CFX's right-of-way and related facilities and crossings to vest in CFX; and

WHEREAS, in conjunction with this Easement Agreement, the parties have entered or will enter into a separate Right of Way Transfer and Continuing Maintenance Agreement ("Maintenance Agreement") addressing, in part, each party's maintenance responsibilities with respect to the property identified therein; and

WHEREAS, the property that is the subject of this Easement Agreement involves the expressway bridges, ramps, columns, fencing, signage, and related structures and facilities (referred to as "Expressway Facilities") that cross over, under or through local road right-of-way within or soon to be within the jurisdictional limits of the City as known as more particularly described in **Exhibit "1"** attached hereto; and

WHEREAS, the City desires to formally grant to CFX certain easements for the operation, maintenance, expansion, or removal of Expressway Facilities on, over and under the load road right-of-way.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals.** That all of the foregoing recitals contained in this Easement Agreement are true and correct and are incorporated herein by this reference.

2. **Grant of Easement for Expressway Facilities.** The City hereby grants and conveys to CFX and its successors and assigns, perpetual, exclusive easements for the Expressway Facilities over the local road right-of-way described in **Exhibit "1"**, referred to as "Easement Property," including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove all or part of the Expressway Facilities over, through, across, and under the Easement Property. In addition, the City hereby grants and conveys to CFX and its successors and assigns, a perpetual, non-exclusive easement for limited-access fences, signs and related structures and facilities, including the right to access, install, construct, use, operate, maintain, alter, improve, repair replace, renew, expand, and remove on, over, through, across, and under the Easement Property. Further, when the City obtains additional portions of local right-of-way within the footprint of the Easement Property, the Easement Property shall encompass the additional portion of the City's road right-of-way. The City or its successors in interest shall be entitled to make reasonable use of the Easement Property for local right-of-way not inconsistent with CFX's use; provided, any use by the City of the Easement Property shall not in any manner adversely affect the exercise of CFX's rights hereunder, use or enjoyment of the Easement Property. The City expressly agrees for itself and its successors and assigns, to refrain from any use of the Easement Property which would

interfere with the Expressway Facilities or the Expressway System, or otherwise constitute a hazard for the Expressway Facilities or Expressway System.

3. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: Executive Director

Copy to: Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: General Counsel

CITY: CITY OF APOPKA  
120 East Main Street  
Apopka, Florida 32703  
Attn: Mayor

Copy to: CITY OF APOPKA  
120 East Main Street  
Apopka, Florida 32703  
Attn: City Attorney

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

4. **Modification.** This Easement Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

5. **Successors and Assigns.** All easements contained herein shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto. All obligations of the City and CFX hereunder shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against the parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Easement Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement



accruing after the date of such conveyance. The easements set forth in this Agreement shall be perpetual.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

7. **No Public Rights.** This instrument is not intended to, and shall not, create any rights in favor of the general public.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

**[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWING]**

**IN WITNESS WHEREOF**, the City has caused this Easement Agreement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the date first above written.

**CITY OF APOPKA**, a Florida Municipal Corporation existing under the laws of the State of Florida.

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Approved as to form and legality for the execution by a signatory of the City of Apopka

Legal Counsel:  
By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared \_\_\_\_\_, as \_\_\_\_\_, of the City of Apopka, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Apopka.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print or Type Name of Notary Public)  
Notary Public, State of Florida  
Commission No. & Expiration \_\_\_\_\_

**IN WITNESS WHEREOF**, the Central Florida Expressway Authority has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**“GRANTEE”**  
**CENTRAL FLORIDA EXPRESSWAY**  
**AUTHORITY**, an agency of the State of  
Florida

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

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

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

Attest: \_\_\_\_\_  
Executive Secretary

**APPROVED AS TO FORM FOR**  
**EXECUTION BY CFX ONLY**

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida, on behalf of the agency. He/She is personally known to me.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print or Type Name of Notary Public)  
Notary Public, State of Florida  
Commission No. & Expiration \_\_\_\_\_

**EXHIBIT "1"**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 429  
ESTATE: PERPETUAL EASEMENT

**LEGAL DESCRIPTION:**

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

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

- a) Kelly Park Road


**TERMS OF PERPETUAL EASEMENT**

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

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: May 14, 2019

RE: S.R. 429, Wekiva Parkway Projects 429-201 and 429-202  
City of Apopka's Request for Road Right-of-Way and Property Needed to  
Implement its Western Gateway Transportation Master Plan Improvements

---

### BACKGROUND

The City of Apopka ("Apopka") has made an application to the Central Florida Expressway Authority ("CFX") to purchase the triangular-shaped piece of property ("the Parcel") adjacent to Connector Road and CFX's fractional interest in Southfork Drive ("Southfork Drive") to be used for public road right-of-way purposes. Apopka has offered to pay the appraised value of both the Parcel and Southfork Drive and, as further consideration, has offered to assume the ongoing maintenance responsibilities for Connector Road. Apopka's request is attached hereto as **Exhibit "A"** and includes a description of Apopka's Western Gateway Transportation Master Plan Improvements. A map and aerial of Connector Road and Southfork Drive, with the Parcel and Southfork Drive outlined in red, are attached as **Exhibit "B"**.

Based upon a preliminary review, CFX staff and CFX's general engineering consultant have no objection to Apopka's requests, subject to a more thorough review and analysis and the preparation of CFX's standard real estate agreement to sell surplus property at fair market value, resolutions, quit claim deeds, jurisdictional transfer and ongoing maintenance agreement as to Connector Road, and other documents as needed.

Given the time and expense involved in obtaining legal descriptions, ordering appraisal reports, and preparing the agreements and other documents, the parties seek direction from the Right of Way Committee.

### REQUEST

We request the Committee's recommendation for Board approval of a directive to staff to proceed with the review and analysis of Apopka's request to purchase property adjacent to Connector Road and CFX's fractional interest in Southfork Drive to be used for public road right-of-way purposes, and the preparation of CFX's standard real estate agreement to sell surplus property, resolutions, jurisdictional transfer and ongoing maintenance agreement as to Connector Road, and other documents.

**EXHIBIT**

- A. Letter from Bryan Nelson, Mayor, City of Apopka, dated April 12, 2019, with the West Apopka Gateway Area Draft Transportation Master Plan and supporting Resolution
- B. Map and Aerial of Connector Road and Southfork Drive



120 E. Main St. · APOPKA, FLORIDA 32703-5346  
PHONE (407) 703-1700

April 12, 2019

Ms. Laura Kelley, Executive Director  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

RE: Road Right-of-Way and Property needed to Implement the City's Western Gateway  
Transportation Master Plan Improvements

Dear Ms. Kelley,

The City of Apopka is actively pursuing quality development to locate in its western gateway, defined as the area framed by S.R. 429 on the east, S.R. 429 Connector Road on the south, Hermit Smith Road on the west, and Yothers Road on the north. Key to successful development will be implementation of the City's Transportation Master Plan for this area. This plan includes a well-designed internal roadway network that connects to the roadways that frame the area. See the attached map.

For the roadway network to be constructed, the City needs to gain ownership of certain properties owned by CFX. Without these properties, the opportunities to make a useful connected roadway network that is attractive to developers are remote.

The Apopka City Council understands the benefits a well-planned and designed roadway network brings to the City and at its meeting on March 20, 2019, adopted Resolution No. 2019-08 which supports collaborating with the City's partners to acquire properties and right-of-way necessary for construction of a roadway network in the City's western gateway area. This Resolution (attached to this letter) demonstrates the City's commitment to attracting quality development to this area and the need for a roadway network that supports development.

Vital to the Transportation Master Plan roadway network is the ability to connect S.R. 429 Connector Road to Fudge Road. The connection needs to be located around the mid-point between U.S. 441 and S.R. 429 Connector Road western signal to meet spacing requirements for safe operation. Equally important is constructing Southfork Drive to City standards and making it a public road. The Transportation Master Plan includes Southfork Drive as a centrally located east-west road connecting Plymouth Sorrento Road and Hermit Smith Road.

#### Connecting S.R. 429 Connector Road to Fudge Road

To implement the Transportation Master Plan, the City must acquire a portion of a parcel (I.D. No. 33-20-28-0000-00-063) located on the north side of S.R. 429 Connector Road. This property, currently

Mayor: BRYAN NELSON

Commissioners: ALEXANDER SMITH

ALICE NOLAN

DOUG BANKSON

KYLE BECKER

**EXHIBIT "A"**

owned by CFX, is essential to construct a connection between S.R. 429 Connector Road and Fudge Road and also for stormwater ponds for the new roads in the Transportation Master Plan. This connection is key to the success of the roadway network. In addition, this property is a central focal point of the western gateway area to the City. It will be seen by all coming to and leaving the City from the west. The property will be attractively landscaped, complimentary to the landscaping theme used along the Wekiva Parkway. The ponds will be designed in a curvilinear fashion and contain a water feature that matches others in the City. The City also wishes to locate a decorative marquee style sign somewhere along S.R. 429 Connector Road that can be viewed from both S.R. 429 and U.S. 441.

#### Construction of Southfork Drive

Southfork Drive, critical to the Transportation Master Plan and overall successful traffic circulation in the western gateway area, is a private dirt road, currently held in a tenant in common ownership by CFX and others. The City is set to take ownership of the majority of Southfork Drive but needs CFX's one-eighth portion to attain 100% ownership. Once the City has full ownership, the currently private road will be brought up to City standards and become a public road.

#### Benefits of the City's Proposal

The City understands that CFX must be financially compensated for these properties and is willing to pay fair market value as determined by an appraisal obtained by CFX. The City will pay for the appraisal and also for any other necessary documentation normally included in a property sale from CFX. Any easements required by CFX to maintain S.R. 429 will be granted. The properties will only be used for public purposes and not resold or given to the private sector for private development.

Additionally, the City is willing to receive S.R. 429 Connector Road through a jurisdictional transfer from CFX. The City will take over all responsibilities for roadway maintenance of S.R. 429 Connector Road from U.S. 441 to Plymouth Sorrento Road. This includes, but is not limited to: repair of potholes; resurfacing; curb repair; repair and cleaning of culverts, pipe systems, stormwater drainage inlets, and ditch systems contiguous to and carrying roadway stormwater runoff; painting of pavement markings; issuance of driveway permits; issuance of underground utility and right of way utilization; sweeping of the road surface; mowing of all areas within the right of way and on the adjoining remnant parcel north of S.R. 429 Connector Road; and clearing or removing debris from the road. Additionally, the City will assume maintenance responsibilities for the traffic signal at S.R. 429 Connector Road and Plymouth Sorrento Road and the ramp signals at S.R. 429 Connector Road and S.R. 429. CFX will retain the air rights over S.R. 429 Connector Road. Easements needed by CFX to access, maintain or improve S.R. 429 will be granted.

It is not just the City that will benefit, CFX will benefit from an agreement that transfers ownership of these properties and right-of-way to the City. CFX will recoup fees expended for the purchase of the right-of-way for S.R. 429 related to these properties. The City is willing to pay fair market value for the properties that cannot be handled through a jurisdictional transfer.

Moreover, CFX will be relieved of responsibilities and any liability that comes with being a one-eighth tenant in common owner of Southfork Drive. CFX's one-eighth ownership of Southfork Drive is not a piece that can be carved out and used in a stand-alone way. The City of Apopka is able to secure ownership of the other seven-eighths and wants to build a road. Under this scenario, CFX will be paid for the property that will be used for a public road and remain in the public domain.



Page 3

Ms. Laura Kelley, Executive Director

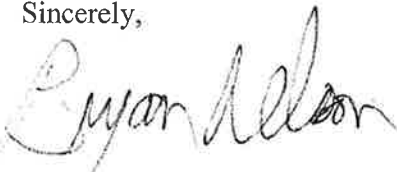
April 12, 2019

CFX will be paid fair market value for the 5 +/- acre parcel on the north side of S.R. 429. Selling to the City transfers all maintenance responsibilities to the City. Based on fees established in the City's current Mowing Services Contract, the cost to maintain this one small parcel will be approximately \$500.00 per month, making the sale of this property a \$6,000.00 per year savings to CFX.

CFX and the City of Apopka have entered into many successful maintenance agreements and jurisdictional transfers in the past as a result of the construction of S.R. 429, the Wekiva Parkway, and the three interchanges that are located within the City. All have brought benefit to both parties. We see this request as the next opportunity for CFX and the City to continue our collaborative relationship. This is a winning opportunity for both CFX and the City and we respectfully ask for your consideration of our request.

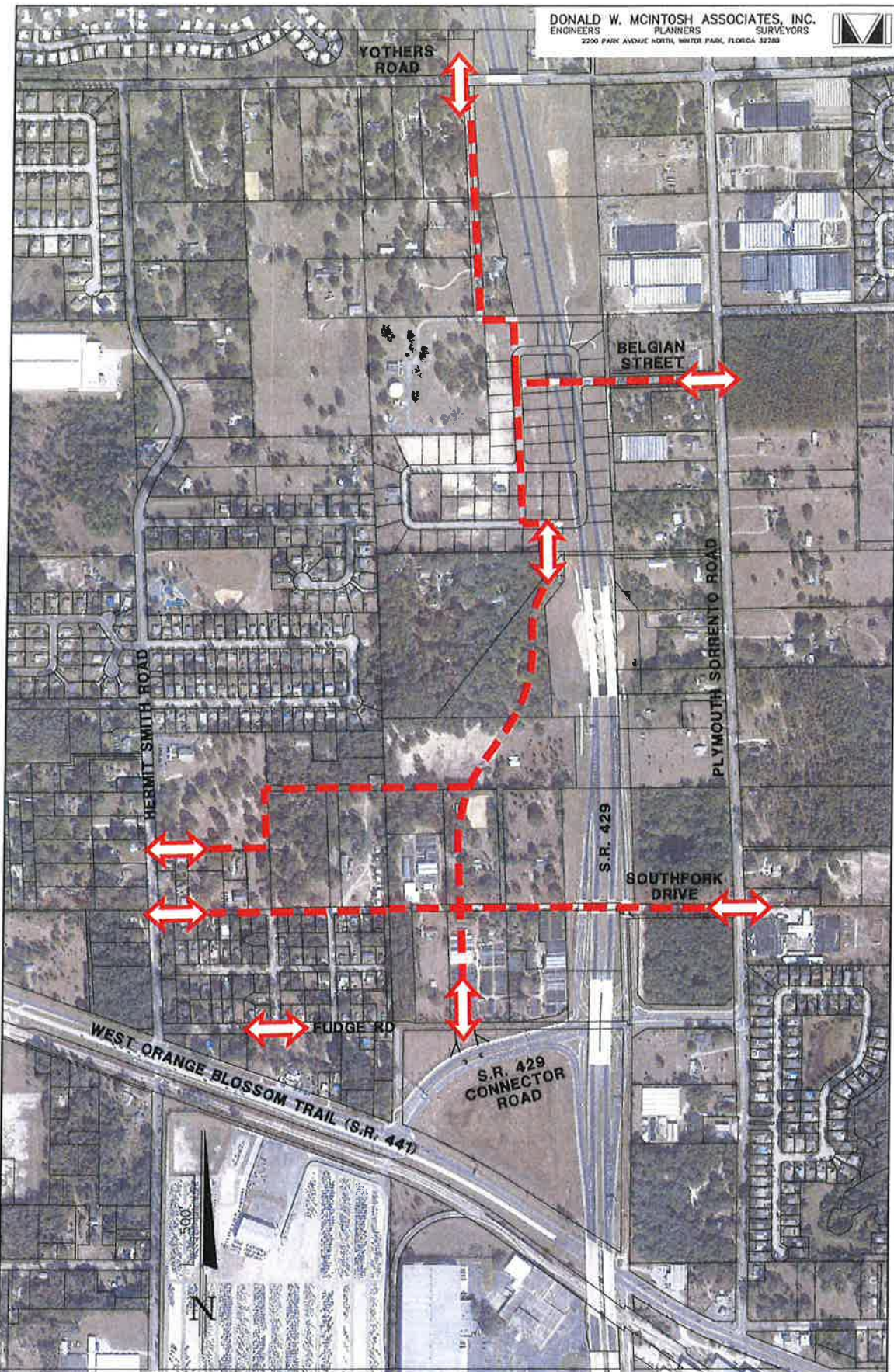
The City of Apopka stands ready to move forward with this project and willing to discuss the terms of an agreement that will enable CFX to convey or sell the property and road right-of-way discussed herein. Please contact me at your earliest convenience to discuss next steps.

Sincerely,



Bryan Nelson  
Mayor, City of Apopka

cc: Linda Lanosa, Esq.  
Glenn Pressimone, P.E.  
Edward Bass



**WEST APOPKA GATEWAY AREA  
DRAFT TRANSPORTATION MASTER PLAN**

3/20/2018 10:00 AM (10/20/2018) (10/20/2018) (10/20/2018) (10/20/2018) (10/20/2018)



RESOLUTION NO. 2019-08

**A RESOLUTION OF THE COUNCIL OF THE CITY OF APOPKA, FLORIDA, SUPPORTING A PLANNED ROADWAY NETWORK FOR THE AREA KNOWN AS THE WESTERN GATEWAY TO THE CITY.**

**WHEREAS**, the City of Apopka is responsible for planning for future land use, roadways, and utilities to serve the residents of the City; and

**WHEREAS**, the City of Apopka has an opportunity to attract higher quality development that will support job creation and economic development to the City; and

**WHEREAS**, the western gateway to the City, specifically the property north of U.S. 441, east of Hermit Smith Road, and west of Plymouth Sorrento Road, is a prime location to expect quality development to emerge due to the area's proximity to U.S. 441, Plymouth Sorrento Road and S.R. 429; and

**WHEREAS**, the City can set this in motion only by working with our public and private sector partners to ensure optimal roadway networks, utilities, and amenities such as enhanced pedestrian trails, are laid out in a thoughtful plan, setting the foundation for smart growth and economic development in the area; and

**WHEREAS**, the City must also work with our public and private sector partners to acquire needed right-of-way to connect the existing roadway network, utilities and amenities with those that are planned; and

**WHEREAS**, the City Council determines that the adoption of this resolution is in the best interest of the residents of the City of Apopka.

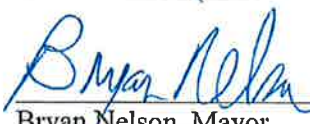
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA**, as follows:

**Section 1.** The forgoing recitals are ratified and incorporated herein.

**Section 2.** The City Council resolves to interact with our public and private partners to ensure the creation and implementation a well thought out plan for development in this area is one that brings economic growth to the City of Apopka and is in the best interest of the City's residents.

**Section 3.** This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 20 DAY OF March, 2019.

  
Bryan Nelson, Mayor

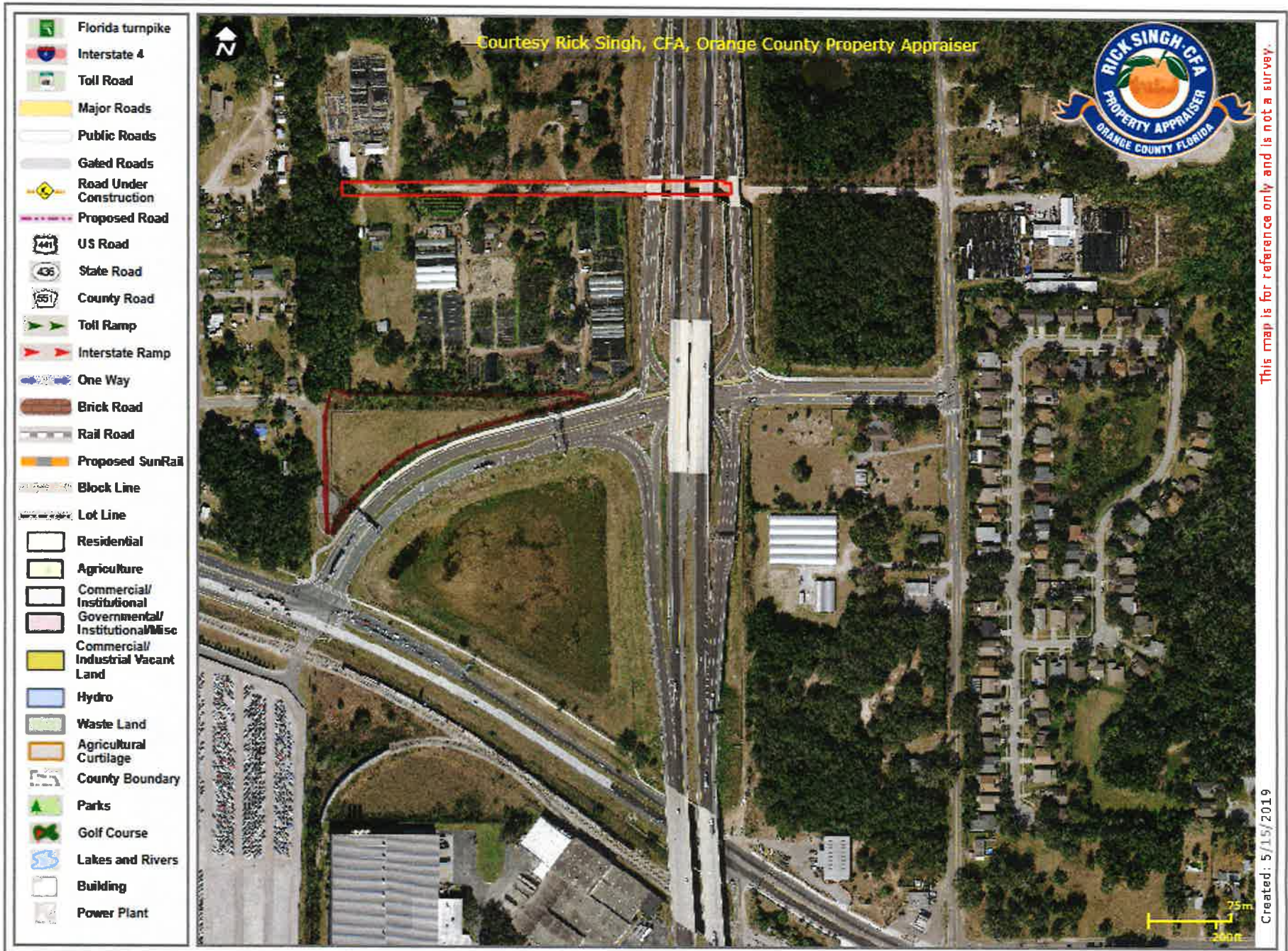
ATTEST:

  
Linda F. Goff, City Clerk



# EXHIBIT B






# EXHIBIT B



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: May 13, 2019

RE: *Central Florida Expressway Authority v. Robert M. Grossenbacher, et al.*  
Case No. 2014-CA-008617-O, Project: 429-202, Parcel 800 (Parts A and B)  
Undivided Fee Interest in Southfork Drive: Itay S. Guy  
Date of Value: September 26, 2014

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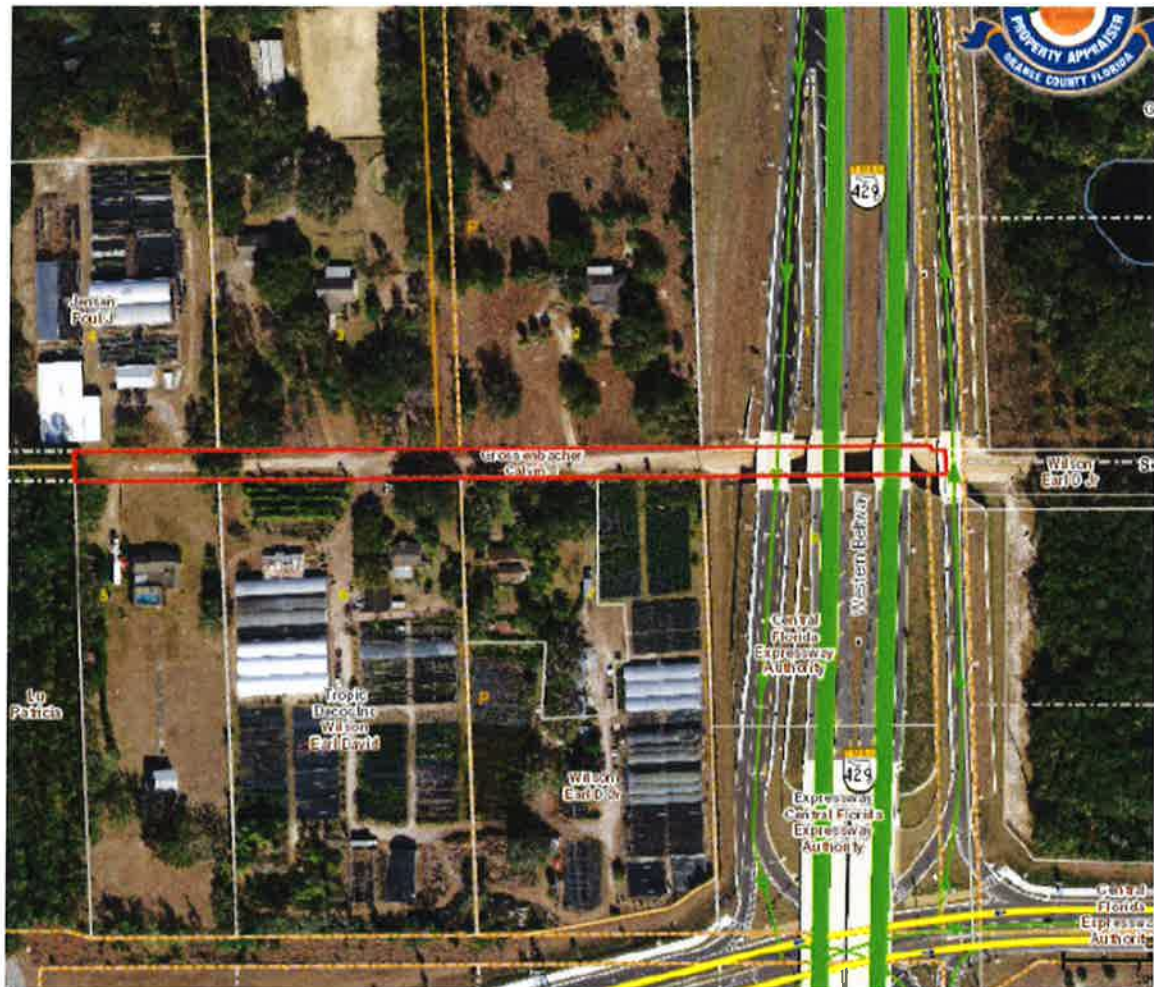
## OVERVIEW

This eminent domain case involves the acquisition of two easement interests: one for an elevated bridge over a private road known as Southfork Drive west of Plymouth Sorrento Road and the other for a utility easement. Southfork Drive provides access to eight (8) platted lots. Southfork Drive is owned by eight (8) sets of owners as tenants in common each holding an undivided fractional interest in Southfork Drive. By deposit into the Registry of the Court on September 26, 2014, title vested in CFX.

## DESCRIPTION OF PROPERTY OWNED BY ITAY S. GUY

Itay S. Guy owns a 1/8 fractional undivided interest in Southfork Drive. He also owns a 4.43-acre residential parcel located at 3173 Southfork Drive, which is the second lot to the west of the Wekiva Parkway on the northside of Southfork Drive. The residential lot is improved with a 1,265 square foot one-story single-family home built in 1983 with three bedrooms, two bathrooms, a screened enclosed porch, and a two-car garage. It is also improved with a detached utility building and a nine-stall barn built in 2004.

Southfork Drive is outlined in red in the aerial below and consists of 1.95 gross acres. The bridge easement, referred to as Parcel 800 Part A, has a size of 0.400 acres or 17,436 square feet ("sf"). The utility easement, referred to as Parcel 800 Part B, has a size of 0.081 acres or 3,528 sf. The newly constructed Wekiva Parkway, including the bridge over Southfork Drive, is highlighted in green in the aerial below.



### **CFX'S APPRAISED VALUE OF PARCEL 800 (PARTS A & B)**

Chris Starkey, MAI, appraised Parcel 800 (Parts A & B) at \$11,000 for Part A and \$2,200 for Part B, for a total of **\$13,200**. He valued the property at \$29,000 per acre utilizing an "Across the Fence" valuation technique with comparable sales ranging from \$24,000 to \$46,882. The value of Mr. Guy's interest in Parcel 800 (Parts A & B) is 1/8 of the appraised value or **\$1,650**. Mr. Starkey did not include Mr. Guy's residential lot in rendering an opinion as to full compensation.

### **MR. GUY'S ESTIMATE OF FULL COMPENSATION**

In contrast, Mr. Guy claimed that the parent tract included his residential lot because he claimed that there were sufficient facts to argue a unity of ownership, unity of use, and contiguity, which are the factors used to determine whether two tracts are a single tract for the purpose of determining severance damages. Mr. Guy argued that he met the unity of ownership test because

he held an undivided interest in Southfork Drive and a fee simple interest in his residential property. Applying this expanded parent tract in accordance with a legal instruction from counsel, Mr. Guy added \$120,000 in severance damages to the residential lot to his estimate of full compensation based upon an appraisal report from Richard Dreggors, MAI. Mr. Dreggors valued the residential lot at \$480,000 in the before with 20% severance damages in the after due to a reduction in value from the elevated expressway. Mr. Dreggors' estimate of full compensation is summarized in the table below.

Value of 1/8 interest in easements	\$ 600
Severance Damages	\$120,000
<b>Compensation Demanded by Owner</b>	<b>\$120,600</b>

In addition to full compensation for the part taken, Mr. Guy sought attorney's fees, expert fees, and costs. Applying the statutory formula of 33% of the benefit, the attorney fee based upon Mr. Guy's estimate of full compensation is \$39,253. Further, since Mr. Guy served an offer of judgment upon CFX in the amount of \$49,000<sup>1</sup>, there is a possibility that CFX would be liable for attorney's fees based upon the attorney's time along with the other factors set forth in Section 73.092(2), Florida Statutes, in the event that the judgment obtained is equal to or more than the offer. Similarly, since CFX served an offer of judgment upon Mr. Guy in the amount of \$10,000, there is a possibility that Mr. Guy would not be entitled to his costs incurred after the offer was rejected if the judgment obtained is less than or equal to CFX's offer.

Mr. Guy's experts attempted to complete their reports within thirty (30) days after service of CFX's offer of judgment to minimize the risk of CFX's offer of judgment. Mr. Guy's experts provided the invoices listed below, copies of which are attached.

Appraisal Invoice from Richard Dreggors, MAI	\$12,250
Engineering Invoice from Professional Engineering Resources	\$ 5,182
Invoice from Brandon Construction Co.	\$ 3,587
<b>Total</b>	<b>\$21,019</b>

In sum, Mr. Guy's estimate of full compensation, including attorney's fees, expert fees, and costs is itemized below.

Full Compensation to Owner	\$120,600
Statutory Attorney's Fees	\$ 39,253
Expert Fees	\$ 21,019
<b>Total</b>	<b>\$180,872</b>

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<sup>1</sup> On February 2, 2018, Respondent, Itay S. Guy, served an offer of judgment in the amount of \$49,000. In response, on March 15, 2018, CFX served an offer of judgment in the amount of \$10,000.



### ANALYSIS

In response to Mr. Guy's expanded parent tract, CFX filed a motion for summary judgment and argued that Mr. Guy's definition of the parent tract was incorrect as a matter of law because he could not satisfy the unity of ownership test. Clearly, the ownership of a private road with numerous other individuals or entities as tenants in common is not the same as sole ownership of a residential lot. The trial court agreed and entered an Order Granting CFX's Motion for Summary Judgment attached as **Exhibit A**. Even though the trial court ruled against Mr. Guy's proposed parent tract, Mr. Guy's attorney indicated that she was prepared to move for rehearing and then appeal.

Moreover, CFX is still required to pay for reasonable expert fees, attorney's fees, and costs, including fees and costs for apportionment or supplemental proceedings. Here, Mr. Guy, incurred expert fees in the amount of \$21,019, at a point in time prior to the trial court's Order Granting CFX's Motion for Summary Judgment. In comparison, CFX spent \$14,554 in expert fees and costs for Parcel 800 (Parts A and B).

### PROPOSED SETTLEMENT

After lengthy discussions, the parties reached a proposed all-inclusive settlement for the sum of **Twenty-Eight Thousand Two Hundred Dollars (\$28,200)**, including statutory interest and all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, costs, apportionment claims, or other supplemental proceedings. In addition, Mr. Guy agreed to assign to CFX any claim he may have to the previously deposited good faith estimate of value and agreed to waive any apportionment claim that he may have or will have. Further, in the event that Ms. Halperin Guy asserts a claim to the proceeds, Mr. Guy agreed to be fully responsible for resolving any such claim. Last, Mr. Guy agreed to release all claims against CFX arising from the taking of Parcel 800 (Parts A and B) or the construction of CFX Project Nos. 429-201 and 429-202.

Although this all-inclusive amount seems excessive for such a small fractional interest in an easement over an existing private road, CFX is liable for reasonable expert fees. In this case the expert fees incurred to date are substantial. In an effort to minimize the cost of continued litigation, CFX staff recommends this proposed settlement. A hypothetical breakdown of the all-inclusive settlement could be roughly \$8,000 for full compensation, \$2,100 for attorney's fees, and \$18,100 for expert fees.

### REQUESTED ACTION

We respectfully request that the Right of Way Committee recommend that CFX Board approve an all-inclusive settlement with Itay S. Guy in the amount of **Twenty-Eight Thousand Two Dollars (\$28,200)**, as more particularly described in the Settlement Agreement attached as **Exhibit "B"**, in full settlement of all claims of compensation from CFX including statutory interest

Project 429-202, Parcel 800 (Parts A and B) (Guy)

May 13, 2019

Page 5 of 5

and all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, costs, apportionment claims, other supplemental proceedings, or any other claim.

### ATTACHMENTS

1. Order Granting CFX's Motion for Summary Judgment
2. Settlement Agreement
3. Invoices from Owner's Experts

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

CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY f/k/a ORLANDO-ORANGE  
COUNTY EXPRESSWAY AUTHORITY, a  
body politic and corporate, and an agency of  
the state under the laws of the State of Florida,

Case No. 2014-CA-8617-O

Parcels: 800 (Parts A & B)  
Division 39

Petitioner,

vs.

GROSSENBACHER, et al.,

Respondents.

**ORDER GRANTING PETITIONER'S  
MOTION FOR SUMMARY JUDGMENT**

THIS MATTER came before the Court for a hearing on January 10, 2019 on Petitioner, Central Florida Expressway Authority's Motion for Summary Judgment as to Respondent, Itay S. Guy, and Motion in Limine ("Motion for Summary Judgment"), and the Court, being duly advised in the premises and having heard arguments of counsel, finds that the Motion for Summary Judgment should be granted as explained herein.

**INTRODUCTION**

CFX moves for a summary judgment that the parent tract for Parcel 800, Parts A & B does not include Itay Guy's Lot<sup>1</sup> and that Mr. Guy's Lot is not a single tract with Southfork Road so as to entitle him to severance damages.

**SUMMARY JUDGMENT STANDARD**

Summary judgment is appropriate only where there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. *Phillips v.*

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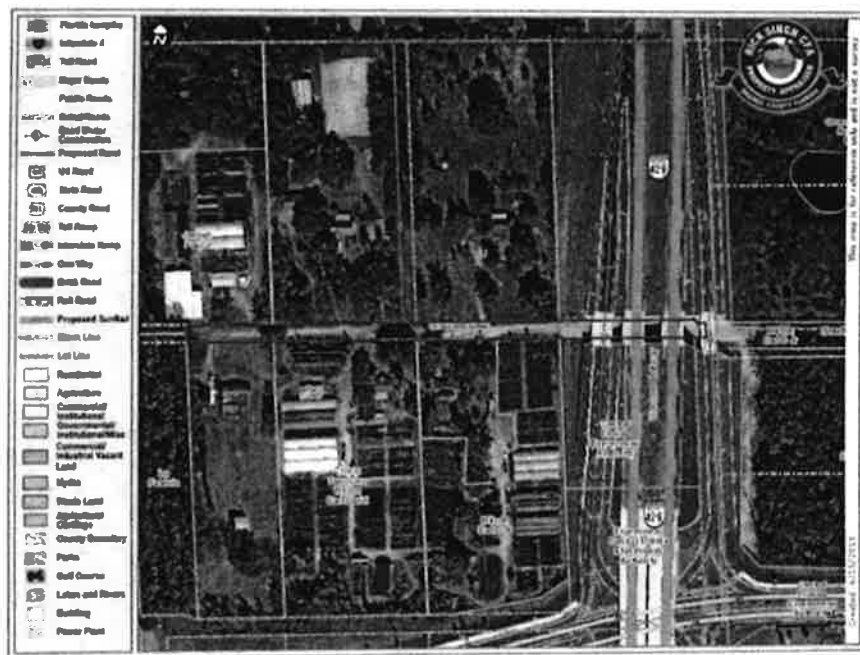
<sup>1</sup>"Mr. Guy's Lot" refers to the 5-acre residential parcel located at 3173 Southfork Drive.

**EXHIBIT "A"**

*Republic Fin. Corp.*, 157 So. 3d 320, 324 (Fla. 5th DCA 2015) citing *MacClatchey v. HCA Health Servs. of Fla., Inc.*, 139 So. 3d 970, 972 (Fla. 4th DCA 2014). The burden is on the moving party to show conclusively the absence of any genuine issue of material fact and the Court must draw every inference in favor of the party against whom a summary judgment is sought. *Id.* (internal citations omitted). If the evidence raises any issue of material fact, if it is conflicting, if it will permit different reasonable inferences, or if it tends to prove the issues, it should be submitted to the jury as a question of fact to be determined by it. *Id.*

### UNDISPUTED FACTS

Mr. Guy is an owner of one of six parcels of property adjacent to Southfork Drive, which is the road running east to west depicted below:



Mr. Guy's Lot is situated on the north side of Southfork Drive on the second from the left. Mr. Guy acquired his interest in his lot in 2003 via a warranty deed vesting title to the property in Barry Miller, Itay Guy, and Keren Halperin. Mr. Guy subsequently acquired fee simple title to his lot when his co-tenants quit-claimed their interests to him.

Southfork Drive is a private road with a separate parcel identification number from those parcels which are adjacent to it (including Mr. Guy's Lot). Mr. Guy describes his interest in Southfork Drive as an "undivided fee interest in Southfork Drive in common with other owners." He further alleges that he, along with the other undivided fee owners, maintain Southfork Drive, and that Southfork Drive is his access to Mr. Guy's Lot.

#### ANALYSIS

When the state, through the exercise of its power of eminent domain, takes private property for public use, the landowner must receive full compensation for his loss. *Mulkey v. Div. of Admin., State of Fla., Dept. of Transp.*, 448 So. 2d 1062, 1065 (Fla. 2d DCA 1984) *citing* Art. X, § 6, Fla. Const. A landowner must also be compensated for damage to his property when less than an entire parcel is taken. *Id.* These damages are called "severance damages", and they are generally measured by the reduction in value of the remaining property.

Whether adjoining properties are treated as a single tract for purposes of computing severance damages depends on three factors: physical contiguity, unity of ownership, and unity of use. *Mulkey v. Div. of Admin., State of Fla., Dept. of Transp.*, 448 So. 2d at 1065. Here, the question is whether or not Mr. Guy's Lot and Southfork Road share unity of ownership and unity of use so as to be treated as a single tract for the purpose of severance damages.

Florida case law does not squarely address the degree of unity of ownership that two parcels must share in order for a court to regard them as a single tract, as opposed to separate and independent tracts.<sup>2</sup> This Court looks to case law from other states for

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<sup>2</sup>Petitioner cited *Brevard County v. Canaveral Properties, Inc.*, 658 So. 2d 590 (Fla. 5th DCA 1995) in support of its position. However, the result in *Canaveral Properties* was very much driven by the policy

guidance.

As explained by the Supreme Court of North Dakota, “[g]enerally speaking, in order to allow severance damages for a portion of a parcel or parcels of land claimed as a single unit taken by condemnation, there must be unity of ownership between the part taken and the remaining part.” *Sauvageau v. Hjelle*, 213 N.W. 2d 381, 388 (N.D. 1973) *citing* 95 A.L.R. 2d 887, 890, s 2. The court, there, acknowledged two contrary views on the issue of whether unity of ownership exists where a tract of land taken by condemnation is owned by joint tenants, while severance damages are claimed as to an adjoining tract owned solely by one of the owners of the condemned tract. *Id.* The court explained:

[s]ome cases hold that the unity of ownership between the two tracts is not sufficient to support an award of severance damages. *Duggan v. State*, 214 Iowa 230, 242 N.W. 98 (1932); *Tillman v. Lewisburg & N.R. Co.*, 133 Tenn. 554, 182 S.W. 597, L.R.A.1916D, 259 (1916). Other cases hold that the same quantity or quality of interest or estate in all portions of a tract is not essential. 29A C.J.S. Eminent Domain s 140, p. 595. Cited in support of that proposition are *Barnes v. North Carolina State Highway Commission*, 250 N.C. 378, 109 S.E.2d 219 (1959); and *State ex rel, laPrade v. Carrow*, 57 Ariz. 429, 114 P.2d 891 (1941).

*Sauvageau v. Hjelle*, 213 N.W.2d at 388. Ultimately, in that case, the court affirmed a judgment for severance damages where all four parcels were farmed as a single tract despite having different ownership as between the landowner, his wife, and his brother (who never participated in the farming operations on the parcel). Despite slightly different ownership,

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decision that corporations should not be able to choose when they want the corporate form strictly enforced and when they do not. *See also City of Salem v. H.S.B.*, 733 P.2d 890, 894 (Or. 1987)(“We hold that, in determining the identity of the owner of condemned parcels, the courts of Oregon will not disregard the corporate form and look to the identity of individual shareholders in order to determine unity of ownership...To do so would merely provide a benefit to the shareholders by relieving them...of the consequences of the corporate form they have voluntarily assumed”). Here, the issue is joint tenancy, not corporate form, and *Canaveral* is helpful but not quite on point because the same policy concerns are not at issue.

the court found that unit of ownership had nonetheless been proved.

In *Hogue v. Kansas Power & Light Co.*, 510 P. 2d 1308 (Kan. 1973), the Supreme Court of Kansas adopted the more strict approach. In that case, the state energy authority condemned a right of way across Mr. Hogue's property. Located within that larger parcel was another parcel owned jointly by Mr. Hogue and his wife, no part of which had been taken by the condemning authority. It does not appear there was any dispute that the lands were contiguous and enjoyed unity of use. The court relied on *Glendenning v. Stahley*, 91 N.E. 234 (Ind. 1910), wherein the Supreme Court of Indiana acknowledged that it was well-settled that all contiguous lands owned by a landowner and used for a common purpose will be considered a single tract for the purpose of severance damages, but that:

[t]his principle cannot be extended to cover lands owned by different proprietors, although contiguous and used under one management and for a common purpose. Claims for damages in proceedings of this character are personal, and must be asserted in the name of the actual owners of the lands affected. One person may not recover damages sustained by another...

*Hogue*, 510 P. 2d at 1311. The *Hogue* Court affirmed the trial court's judgment denying the landowners severance damages.

In *United States v. 14.36 Acres of Land in McMullen County, Texas*, 252 F. Supp. 2d 361, 363 (S.D. Tex. 2002), the landowner husband and wife sought to have property owned by them, individually, and land owned by a corporation owned entirely by the husband, treated as a single tract for severance damages purposes. The federal district court noted that "[t]he leading treatise in the field discusses at great length the split of authority on this issue and the rationales involved for both views and concludes that 'the current trend seems to allow severance damages even if the tract is owned by different persons, as long as there is a sufficiently close relationship between the owner.'" *Id.* at 363-4. There,

the court held the properties were a single tract for severance damage purposes.

This Court finds that, under either the strict or lenient view, Mr. Guy's claim fails because the undisputed facts establish a lack of unity of ownership between Southfork Drive and Mr. Guy's Lot. Mr. Guy self-describes his interest as an undivided interest the Southfork Drive. But, Mr. Guy does not hold fee simple title to Southfork Drive; there are no fewer than fourteen other owners of lots nearby who also have interests in Southfork Drive. Mr. Guy could not transfer, without the consent of his co-tenants, Southfork Drive. This is significant because "[j]ust compensation has historically been measured by the equivalent in dollars of what the condemnee could attain in the marketplace, offering the property for sale *with the ability to convey title.*" *14.36 Acres*, 252 F. Supp. 2d at 363 (emphasis added) *citing* Julius L. Sackman, *Nichols on Eminent Domain* § 12.02[1] (rev. 3d ed. 2001). Mr. Guy does not have the ability to convey title to Southfork Drive alone, and therefore he would not have the ability to "attain" *any* dollars in the marketplace in exchange for Southfork Drive. As a result, nor should he have the right to recover in condemnation. Even in *Barnes*, on which Mr. Guy relies heavily, the court noted that, while there is no requirement that the condemnee have the same quantity or quality of interest in all parts of the tracts sought to be included as a single tract, there still "must be a substantial unity of ownership" between the tracts. *Barnes v. N. Carolina State Highway Comm'n*, 109 S.E.2d 219, 225 (N.C. 1959). Here, the Court concludes that, on these undisputed facts, there is no substantial unity of ownership between Mr. Guy's Lot and Southfork Drive.

Finally, there is no "close" relationship of the type described by the court in *14.36 Acres, supra*, between Mr. Guy and the numerous other owners of Southfork Drive. While some courts have found a close relationship between landowners and their spouses or close




family members, and between landowners and their wholly-owned corporations, this Court is aware of no case extending that concept to entirely independent landowners with undivided fractional ownership in a common private right of way.

Finding no unity of ownership, the Court does not reach whether the tracts at issue share unity of use. It is accordingly

ORDERED and ADJUDGED as follows:

1. Petitioner's Motion for Summary Judgment is GRANTED.
2. Petitioner's Motion in Limine is DENIED as moot.
3. Within fourteen days hereof, Petitioner shall submit to chambers a proposed final judgment in a form not objectionable to Respondents for entry by the Court; or, alternatively, to the extent the parties are unable to agree on the form of the judgment, the parties shall schedule a hearing in order to resolve such objections.

DONE and ORDERED at Orlando, Orange County, Florida on this 10<sup>th</sup> day of April 2019.

  
\_\_\_\_\_  
CHAD K. ALVARO  
Circuit Judge

Copies furnished via ePortal  
to Counsel of Record

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

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

Petitioner,

v.

ROBERT M. GROSSENBACHER; SCOTT  
GROSSENBACHER and TODD GROSSENBACHER,  
Individually and as Co-Personal Representatives of the  
Estate of John C. Grossenbacher; CAROLYN DITCH;  
MARY K. FRISBIE; ELIZABETH G. TOWNSEND;  
EARL D. WILSON, JR. and ADELAIDA DIAZ  
WILSON, husband and wife; CECIL TOLLIVER and  
DORIS L. TOLLIVER, husband and wife; UNKNOWN  
HEIRS OF JANET R. CONNELLY; PATRICK ROGERS  
CONNELLY; FREDDIE T. JONES and EULA B. JONES,  
husband and wife; SANDRA L. JONES; ITAY SHRAGA  
GUY; KEREN HALPERIN GUY; HENRY W. WELKER;  
UNKNOWN HEIRS OF JOSEPH P. VALENSON;  
JAMES TED SMITH; UNKNOWN HEIRS OF TEDDY  
LAWRENCE SMITH; CYNTHIA M. BRASFIELD;  
WELLS FARGO BANK, N.A., successor by merger to  
WORLD SAVINGS BANK, FSB; STATE OF FLORIDA,  
DEPARTMENT OF REVENUE; BANK OF AMERICA,  
N.A.; FLORIDA POWER CORPORATION n/k/a DUKE  
ENERGY FLORIDA, INC.; and SCOTT RANDOLPH,  
Orange County Tax Collector,

Respondents.

---

CASE NO. 2014-CA-008617-O

Division 39

Parcels: 800 (Parts A & B)

**SETTLEMENT AGREEMENT WITH GENERAL RELEASE**  
**WITH RESPONDENT, ITAY S. GUY**

As a result of ongoing settlement discussions, Respondent, ITAY S. GUY, and a representative of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to Respondent, ITAY S. GUY, (referred to as "Respondent")

**EXHIBIT "B"**

the sum of **TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$28,200.00)**, in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 800 (Parts A and B), including statutory interest and all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, costs, apportionment claims, or other supplemental proceedings. Respondent shall make no claim against Petitioner for any attorneys' fees or costs in connection with any apportionment claim or supplemental proceeding.

2. That there shall be no further claim by the Respondent, and all parties claiming by, through, under or against said Respondent, including any of the named Respondents in this action, if any, in this action for any further monies from the Petitioner. Any interest held by Respondent, KEREN HALPERIN GUY, has been conveyed or relinquished to Respondent, Itay Guy, and, as a result, Respondent, Itay S. Guy, believes in good faith that Ms. Halperin Guy has no claim to the proceeds in this case. In the event that Ms. Halperin Guy asserts a claim to the proceeds, Respondent, Itay S. Guy, will be fully responsible for resolving any such claim.

3. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of Thirteen Thousand Two Hundred Dollars (\$13,200). Within twenty days (20) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to the trust account of counsel for Respondent the sum of Twenty-Eight Thousand Two Hundred Dollars (\$28,200.00). Respondent hereby assigns to Petitioner any claim Respondent may have to the previously deposited good faith estimate and Respondent hereby waives any apportionment claim that he may have or will have. Nothing herein precludes Petitioner from raising any argument as to apportionment, including arguments that may exist absent a waiver. Respondent agrees that in the event that the Clerk distributes funds from the court registry to Respondent, Respondent will promptly transmit such payment to Petitioner.

4. Respondent does hereby forever unconditionally and irrevocably release, acquit and discharge Petitioner and its affiliates, assigns, attorneys, employees, officers, managers, directors, shareholders, agents, contractors, predecessors and successors (collectively, the "**Released Parties**") from any and all claims and causes of action, suits, covenants, contracts, judgments, obligations, promises, agreements, controversies, damages, debts and demands, liabilities and losses of every kind, character, and nature, whether in contract or in tort, at law or in equity, that Respondent have ever had or now have, now known or unknown, or that any affiliate, successors or assigns of Respondent may have or claim to have against the Released Parties, or any of them, by reason of acts, omissions or events that occurred prior to the date of this Settlement Agreement and which arose or may have arose in connection with the taking of Parcel 800 (Parts A and B) or the construction of CFX Project Nos. 429-201 and 429-202. By signing below, each Respondent confirms that he/she has executed this Release of his/her own volition, with full knowledge of the extent and effect of the various releases granted by this Release and of the importance to the Released Parties of these releases and after having had the opportunity to discuss this matter with counsel of their own choice. This Release shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

5. This Settlement Agreement will be placed on the agenda for the Right of Way

("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

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


7. Counsel for Petitioner will submit to the Court a standard Motion for Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

8. This Agreement resolves all claims of compensation arising from the taking of Parcel 800 (Parts A and B), including statutory interest, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim. Respondent represents that there are no apportionment claims.

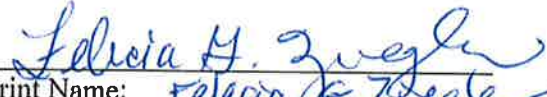
9. Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes*.

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

This Settlement Agreement, executed by the parties and their counsel on this 13th day of May 2019, contains all the agreements of the parties.

  
Print Name: Linda S. B. Lanosa  
Central Florida Expressway Authority

  
Print Name: Itay Guy  
Owner

  
Print Name: Felicia H. Ziegler  
Attorney for Owner

# Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

June 20, 2018

Felecia G. Ziegler, Esq.  
c/o Harris Harris Bauerle Ziegler Lopez  
1201 E. Robinson Street  
Orlando, Florida 32801

RE: **Owner:** Guy  
**Project:** Wekiva Parkway  
**Parcel Nos.:** 800A & B  
**County:** Orange

## INVOICE

Review of subject information, sales research/analysis, conference calls with owner's representative, review sales research, inspect subject property and meet with owners, review damage analysis of nearby parcels, review engineering report, review/write appraisal report.

Abrams:	45.25 Hrs. x \$175/Hr. =	\$ 7,919
Dreggors:	19.25 Hrs. x \$225/Hr. =	<u>4,331</u>
<b>Total</b>		<b>\$12,250</b>

Thank you,

Richard C. Dreggors, GAA  
President

RCD/smo

# EXHIBIT "C"

728 West Smith Street • Orlando, Florida 32804  
Tel (407) 835-3395 • Fax (407) 835-3393

**COURTNEY ABRAMS****OWNER GUY  
PROJECT WEKIVA PARKWAY  
PARCEL(S) 800A & B  
COUNTY ORANGE**

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
03/27/15	MEETING WITH RICK TO DISCUSS SCOPE OF WORK.	0.50
03/31/15	REVIEW OF SUBJECT INFORMATION; RESEARCH SALES; DISCUSS WITH RICK; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	6.25
04/14/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE TO REVIEW DATA.	0.25
03/31/16	REVIEW OF FILE; PREPARE FOR CONFERENCE CALL.	1.00
04/01/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.50
01/18/18	UPDATE SALES ANALYSIS; MEETING WITH RICK TO DISCUSS CASE AND ADDITIONAL EXPERTS NEEDED; CALL WITH CONTRACTOR; PREPARE EXHIBITS OF HALL'S DAMAGE ANALYSIS ON SURROUNDING PROPERTIES.	3.25
01/19/18	PREPARE EXHIBITS OF SURROUNDING PROPERTIES WITH SIMILAR ACCESS TO REMAINDER; ANALYSIS OF DAMAGES.	2.00
01/22/18	PREPARE EXHIBITS OF SURROUNDING CONDEMNOR'S DAMAGE ANALYSIS; MEETING WITH RICK TO REVIEW.	1.75
02/08/18	REVIEW CONDEMNOR'S APPRAISAL OF SOUTHFORK DRIVE; REVIEW ADDITIONAL SUBJECT MATERIAL.	1.25
02/15/18	PREPARE FOR INSPECTION; INSPECTED SUBJECT PROPERTY.	1.50
03/27/18	CONFERENCE WITH ASSOCIATE; LATER CONFERENCE WITH CONTRACTOR AND ENGINEER.	0.50
03/29/18	PREPARE FOR CALL; CALL WITH OWNER'S REPRESENTATIVE; PREPARED SUBJECT EXHIBITS.	2.00
03/30/18	ASSISTED WITH APPRAISAL.	7.00
04/02/18	ASSISTED WITH APPRAISAL; WORK ON ADDENDA.	6.25

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<b>OWNER</b>	<b>GUY</b>	<b>COURTNEY ABRAMS</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>800A &amp; B</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

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<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
04/06/18	ASSISTED WITH APPRAISAL; ANALYSIS OF COST ESTIMATE AND DEPRECIATION RATES.	4.00
04/10/18	ASSISTED WITH APPRAISAL.	1.00
04/24/18	REVIEW DRAFT APPRAISAL; REVIEW UPDATED ENGINEERING ANALYSIS.	1.00
04/25/18	REVIEW TITLEWORK; CALL WITH OWNER'S REPRESENTATIVE; ASSISTED WITH APPRAISAL.	3.25
04/26/18	REVIEW APPRAISAL REPORT.	1.00
04/27/18	CALL WITH OWNER'S REPRESENTATIVE; REVIEW APPRAISAL.	<u>1.00</u>
	<b>TOTAL HOURS</b>	<b>45.25</b>

<b>OWNER</b>	<b>ITAY</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>800A &amp; B</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
03/17/15	PREPARE FOR CALL WITH OWNER'S REPRESENTATIVE; REVIEW INFORMATION; DISCUSS VALUATION ISSUES AND IMPACTS TO THE REMAINDER.	1.25
03/27/15	MEETING WITH ASSOCIATE TO REVIEW THE SCOPE OF OUR ASSIGNMENT.	0.50
03/31/15	REVIEW SALES DATA WITH ASSOCIATE.	1.00
04/14/15	REVIEW IMPROVED SALES AND DISCUSS WITH OWNER'S REPRESENTATIVE THE RESULTS OF OUR RESEARCH AND VALUATION MATTERS.	0.75
04/01/16	PREPARE FOR AND CONFERENCE CALL WITH ASSOCIATE; REVIEW SCOPE OF ASSIGNMENT/TASKS TO COMPLETE WITH OWNER'S REPRESENTATIVE.	0.75
01/17/18	REVIEW FILE AND PREPARE FOR MEETING WITH OWNER AT SITE.	0.50
01/18/18	MEETING WITH OWNERS AT THE SITE TO CONDUCT INSPECTION AND NOTE PROJECT; REVIEW SCOPE OF WORK.	1.75
01/22/18	MEETING WITH ASSOCIATE TO REVIEW DAMAGE ANALYSIS OF NEARBY PARCELS.	0.75
02/15/18	INSPECT SUBJECT; REVIEW WITH ASSOCIATE SCOPE OF WORK AND ASSIGNMENT TASKS.	1.25
03/29/18	CONFERENCE WITH F. ZIEGLER AND ASSOCIATE REGARDING REVIEWING SCOPE OF WORK.	0.50
03/30/18	CONFERENCE WITH F. ZIEGLER; LATER MEET WITH ASSOCIATE REGARDING TASKS TO COMPLETE.	0.50
04/09/18	CONFERENCE WITH FELECIA ZIEGLER REGARDING SCOPE OF WORK.	0.50
04/11/18	REVIEW PEER REPORT.	0.50
04/13/18	BEGIN REPORT REVIEW.	1.00



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<b>OWNER</b>	<b>ITAY</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>800A &amp; B</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

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<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
04/23/18	REVIEW/WRITE APPRAISAL; CONFERENCE WITH F. ZIEGLER; CONFERENCE WITH ENGINEER.	3.75
04/24/18	REVIEW/WRITE APPRAISAL; CONFERENCE WITH F. ZIEGLER.	2.75
04/25/18	REVIEW/WRITE REPORT.	0.75
04/26/18	REVIEW REPORT.	<u>0.50</u>
	<b>TOTAL HOURS</b>	<b>19.25</b>

# PEER

Professional Engineering Resources, Inc.

Engineering, Planning, Permitting

January 30, 2019

Ms. Felecia Ziegler, Esquire  
Harris Harris Bauerle Sharma  
1201 E. Robinson Street  
Orlando, FL 32801

RE: Orange County  
SR 429 / Wekiva Parkway  
Parcel No.'s: 800 (Parts A & B)  
Itay Shraga Guy  
PEER Job No.: 15-2079

Dear Ms. Ziegler:

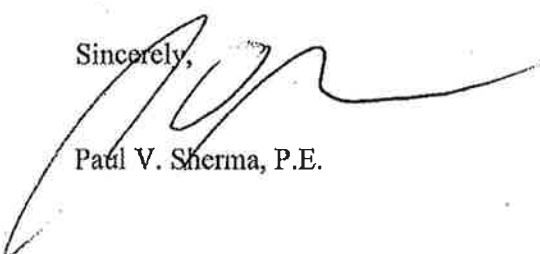
Please find attached **PEER Invoice 15-2079.01** for services provided by **Professional Engineering Resources, Inc. (PEER, INC.)** for the above referenced case.

The fee charged by **Professional Engineering Resources, Inc.** for the services provided is expected to be paid by the Central Florida Expressway Authority.

I hope this invoice meets with your approval. If you have any questions, please do not hesitate to contact me.

Thank you for allowing **Professional Engineering Resources, Inc.** the opportunity to work with you on this case.

Sincerely,



Paul V. Sherma, P.E.

P:\WPDOCS\2015 JOBS\2079\Felecia1-30-19.wpd



PEER INVOICE NUMBER 15 - 2079 .01

**PROJECT:** Orange County  
SR 429 / Wekiva Parkway  
Parcel No.'s: 800 (Parts A & B)  
Itay Shraga Guy

**CLIENT:** Harris Harris Bauerle Sharma

**DATE:** January 30, 2019

**SECTION A - DESCRIPTION OF SERVICES :**

I. Paul V. Sherma, P. E. : Expert Witness

11.10 Hrs. X \$ 255.00 / hour = \$ 2,830.50

II. Staz Guntek, Engineering Technician IV

15.00 Hrs. X \$ 155.00 / hour = \$ 2,325.00

III. Out - of - Pocket Expenses :

Merlin	\$ 00.00
Index Sets	\$ 00.00
Laser Paper ( 11" x 17" )	\$ 24.82
Postage	\$ 00.00
Mileage	\$ 00.00
Report Covers and Combs	\$ 00.00
Blueprints	\$ 00.00
Color Copies	\$ 00.00
Copies	\$ 2.35

SUBTOTAL OUT-OF-POCKET EXPENSES \$ 27.17

**TOTAL AMOUNT DUE \$ 5,182.67**

# PEER

## PEER INVOICE NUMBER 15 - 2079 .01

NAME : Paul V. Sherma

POSITION : Expert Witness

<u>DATE</u>	<u>DESCRIPTION</u>	<u>NO. OF HOURS</u>
02 - 23 - 15	Telephone conference with Ms. Felecia Ziegler	0.25
02 - 24 - 15	Coordinate with CADD Department	0.10
02 - 26 - 15	Review SR 429 Engineering Plans; Prepare Exhibit; Coordinate with CADD Department; Prepare review comments	1.75
04 - 02 - 15	Telephone conference with Ms. Felecia Ziegler	0.25
04 - 09 - 15	Review SR 429 Engineering Plans; Prepare Exhibits; Coordinate with CADD Department; Prepare review comments	1.50
07 - 19 - 17	Review information; Coordinate with CADD Department; Prepare Exhibit	0.25
03 - 27 - 18	Telephone conference with Mr. Rick Dreggors	0.25
04 - 09 - 18	Review SR 429 Engineering Plans; Prepare Exhibits; Coordinate with CADD Department; Prepare Report	4.50
04 - 10 - 18	Review SR 429 Engineering Plans; Prepare Exhibits; Coordinate with CADD Department; Prepare Report; Telephone conference with Ms. Felecia Ziegler	1.00
03 - 27 - 18	Telephone conference with Mr. Rick Dreggors	0.25
04 - 23 - 18	Telephone conference with Mr. Rick Dreggors; Telephone conference with Ms. Felecia Ziegler	0.25
04 - 24 - 18	Review SR 429 Engineering Plans; Prepare Exhibits; Coordinate with CADD Department; Prepare Report	0.25

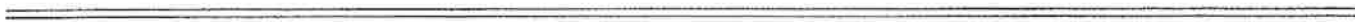
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# PEER

01 - 08 - 19	Telephone conference with Ms. Felecia Ziegler; Prepare exhibits; Coordinate with CADD Department	0.50
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<b>TOTAL NO. OF HOURS</b>		<b>11.10</b>
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PEER INVOICE NUMBER 15 - 2079.01

NAME : Staz Guntek

POSITION : Engineering Technician IV

<u>DATE</u>	<u>DESCRIPTION</u>	<u>NO. OF HOURS</u>
02 - 26 - 15	Print Engineering Plans; Obtain property information; Prepare Exhibit	1.75
04 - 09 - 15	Prepare Exhibits	4.50
04 - 09 - 18	Prepare Exhibits	3.50
04 - 10 - 15	Prepare Exhibits	2.50
04 - 11 - 15	Prepare Exhibits	1.75
04 - 24 - 15	Prepare Exhibits	0.25
01 - 08 - 19	Prepare Exhibits	0.75
		<hr/>
	<b>TOTAL NO. OF HOURS</b>	<b>15.00</b>



**Brandon Construction Company**

GENERAL CONTRACTORS, INC.

CGC 022908

555 Palm Harbor Blvd, Palm Harbor, FL 34683

P: (727)-784-6378

F: (727)-789-3498

**INVOICE**

April 16, 2018

Felecia G. Ziegler, Esquire  
Harris Harris Bauerle Ziegler Lopez  
1201 E. Robinson St.  
Orlando, FL 32801

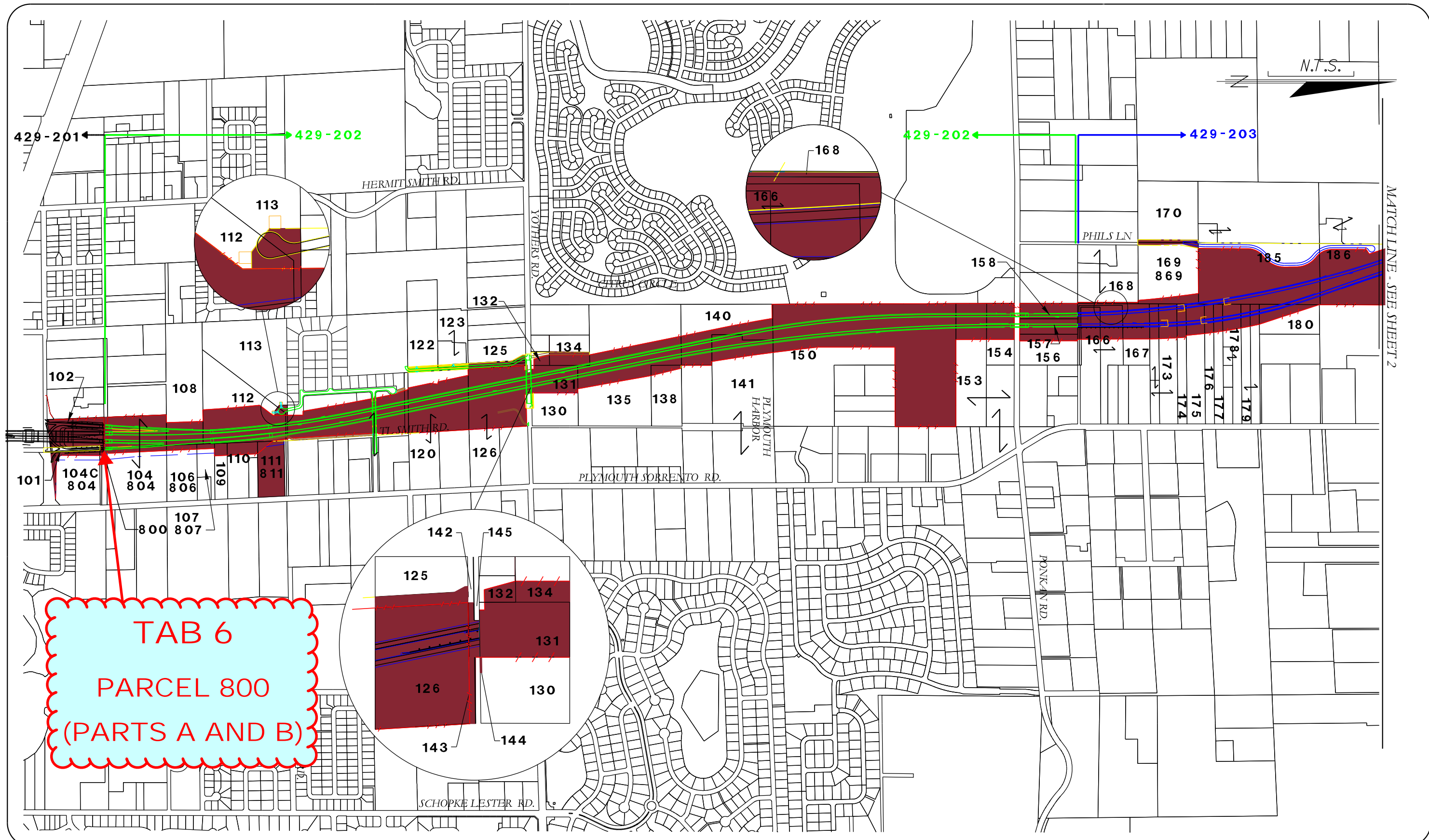
**RE: Itay Guy Property**

*Hourly Billing through 04/03/18*

Date	Description	Position	Hours	Rate	Total
1/18/2018	Site Visit/Photo	Estimator	2.5	\$175.00	\$ 437.50
2/27/2018	Building Sketches/Research	Estimator	3.0	\$175.00	\$ 525.00
2/28/2018	Sitework - Take Offs	Estimator	1.0	\$175.00	\$ 175.00
2/28/2018	Residence - Take Offs	Estimator	2.0	\$175.00	\$ 350.00
3/2/2018	Garage/Apt - Take Offs	Estimator	1.5	\$175.00	\$ 262.50
3/2/2018	Stables - Take Offs	Estimator	2.0	\$175.00	\$ 350.00
3/2/2018	Format Estimate/Pricing	Estimator	1.5	\$175.00	\$ 262.50
3/7/2017	Estimates/Pricing	Estimator	4.5	\$175.00	\$ 787.50
3/7/2018	Email Draft to Appraiser	Estimator	0.5	\$175.00	\$ 87.50
4/2/2018	Combo Estimates	Estimator	1.5	\$175.00	\$ 262.50
4/3/2018	Print/Email Estimates to Appraiser	Estimator	0.5	\$175.00	\$ 87.50

**\$ 3,587.50**

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**TAB 6**  
**PARCEL 800**  
**(PARTS A AND B)**

CENTRAL  
 FLORIDA  
 EXPRESSWAY  
 AUTHORITY



WEKIVA PARKWAY

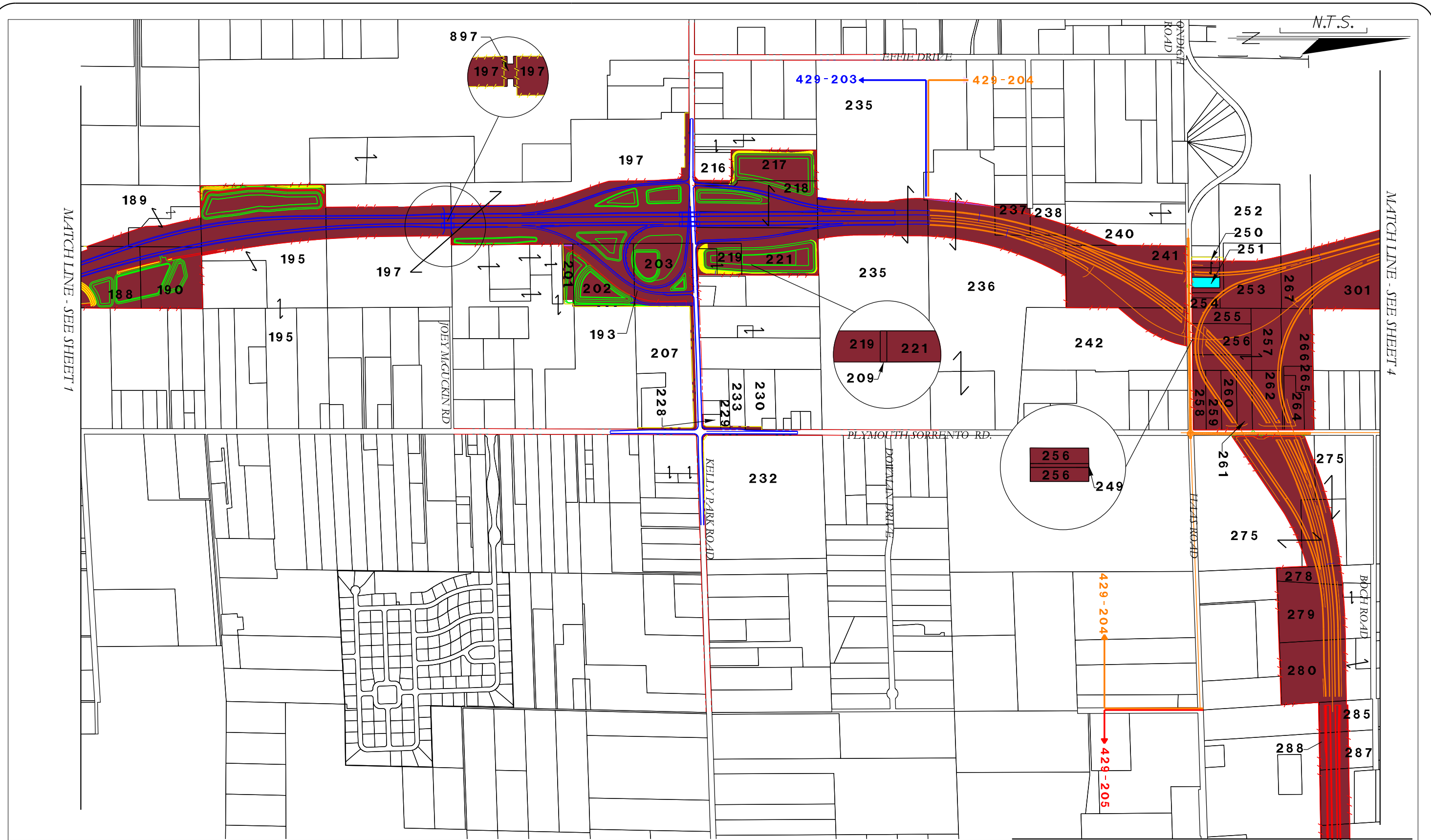
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  - ACQUIRED/PENDING LITIGATION
  - ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT  
 May 22, 2019  
 SUBJECT TO CHANGE



*Legend*

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



MATCHLINE - SEE SHEET 1

MATCHLINE - SEE SHEET 4

FOR CONTINUATION - SEE SHEET 3

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LAKE COUNTY  
ORANGE COUNTY



FOR CONTINUATION  
SEE SHEET 2

429-204 ← → 429-205

429-205 ←

CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

WEKIVA PARKWAY

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

RIGHT-OF-WAY EXHIBIT  
May 22, 2019  
SUBJECT TO CHANGE

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OF  
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CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

WEKIVA PARKWAY

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

RIGHT-OF-WAY EXHIBIT

May 22, 2019  
SUBJECT TO CHANGE



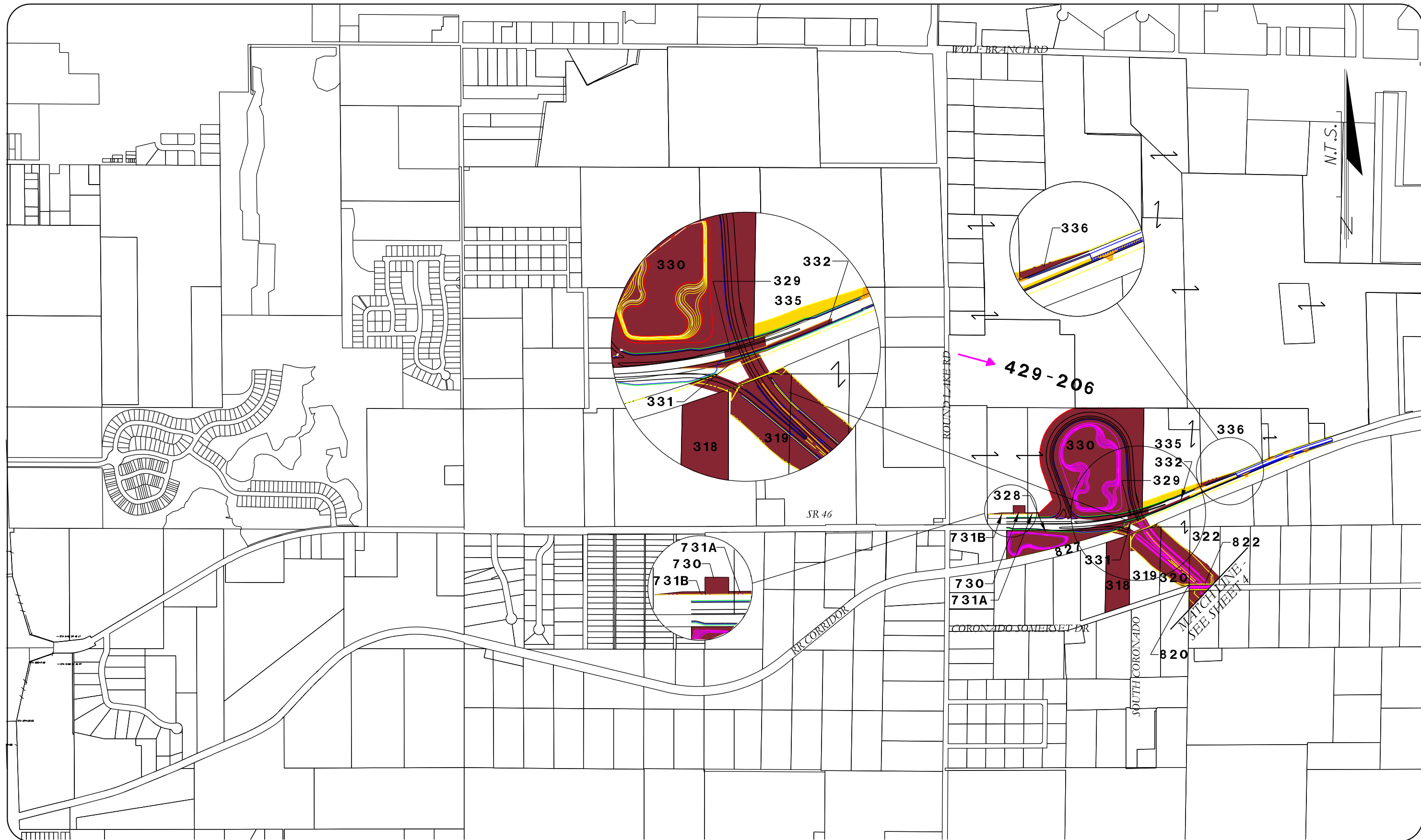
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- ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT

May 22, 2019

SUBJECT TO CHANGE





# CFX Project Section Map

