

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
RIGHT OF WAY COMMITTEE MEETING
December 2, 2021
2:00 p.m.

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

A. CALL TO ORDER

B. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes and CFX Rule 1-1.011, the Right of Way Committee provides for an opportunity for public comment at the beginning of each regular meeting. The Public may address the Committee on any matter of public interest under the Committee's authority and jurisdiction, regardless of whether the matter is on the Committee's agenda but excluding pending procurement issues. Public Comment speakers that are present and have submitted their completed Public Comment form to the Recording Secretary at least 5 minutes prior to the scheduled start of the meeting will be called to speak. Each speaker shall be limited to 3 minutes. Any member of the public may also submit written comments which, if received during regular business hours at least 48 hours in advance of the meeting, will be included as part of the record and distributed to the Committee members in advance of the meeting.

C. APPROVAL OF SEPTEMBER 22, 2021 RIGHT OF WAY COMMITTEE MEETING MINUTES
(action item)

D. AGENDA ITEMS

- 1. PARTIAL RELEASE AND REESTABLISHMENT OF RESTRICTION AND PARTIAL RELEASE OF EASEMENT AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF APOPKA AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY FOR HARMON ROAD**
PROJECT NUMBER: 429-604
PORTION OF PARCELS: 63-125 POND AND 63-117 POND
Diego "Woody" Rodriguez, General Counsel (action item)
- 2. RELOCATION OF DRAINAGE EASEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, CITY OF APOPKA, FLORIDA, AND DHIC-OAKPOINT, LLC**
PROJECT NUMBER: STATE ROAD 429
PARCEL NUMBER: 63-810
Laura N. Kelly, Associate General Counsel (action item)
- 3. REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND FARMLAND RESERVE, INC.**
PROJECT NUMBER: 528-757
Laura N. Kelly, Associate General Counsel (action item)

(CONTINUED ON PAGE 2)

4. **EASEMENT AND MAINTENANCE AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND ORANGE COUNTY, FLORIDA**
PROJECT NUMBER: STATE ROAD 408
PARCEL NUMBERS: 1-227 PARTIAL, 1-251 PARTIAL, 1-252 (AKA 8093), POND 12 AND 1-226, 1-228 PARTIAL, 1-247 PARTIAL, (AKA 8093A), POND 1
Laura N. Kelly, Associate General Counsel (action item)

5. **RIGHT OF WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND CITY OF OCOEE, FLORIDA**
PROJECT NUMBER: 429-603
PARCEL NUMBER: 62-161 PART B
Laura N. Kelly, Associate General Counsel (action item)

6. **DECLARATION OF PROPERTY AS SURPLUS PROPERTY AVAILABLE FOR SALE**
PROJECT NUMBER: 429-603
PARCEL NUMBER: 62-161 PART B
Laura N. Kelly, Associate General Counsel (action item)

E. OTHER BUSINESS

F. 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, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at Iranetta.Dennis@cfxway.com at least three (3) business days prior to the event.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodations to participate in this proceeding, then they should contact the Central Florida Expressway Authority at (407) 690-5000 no later than two (2) business days prior to the proceeding.

Please note that participants attending meetings held at the CFX Headquarters Building are subject to certain limitations and restrictions in order to adhere to the CDC guidelines and to ensure the safety and welfare of the public.

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Right of Way Committee
September 22, 2021

Committee Members Present:

Brian Sheahan, Lake County Representative, Committee Chairman
Steven Kane, Osceola County Representative
Laurie Botts, City of Orlando Representative
Bob Babcock, Orange County Representative
John Denninghoff, Brevard County Representative
Jean Jreij, Seminole County, Representative, Alternate
Christopher Murvin, Citizen Representative

CFX Staff Present:

Laura Kelley, Executive Director
Diego "Woody" Rodriguez, General Counsel
Glenn Pressimone, Chief of Infrastructure
Laura Newlin Kelly, Associate General Counsel
Mimi Lamaute, Recording Secretary

Item A: CALL TO ORDER

The meeting was called to order at 2:15 p.m. by Chairman Sheahan. Recording Secretary Mimi Lamaute called the roll and announced there was a quorum.

Item B: PUBLIC COMMENT

There was no public comment.

Item C: APPROVAL OF AUGUST 25, 2021 RIGHT OF WAY COMMITTEE MEETING MINUTES

A motion was made by Christopher Murvin and seconded by Steven Kane to approve the August 25, 2021 Committee meeting minutes.

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

Item D.1.: PURCHASE AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY EXPRESSWAY AND ORANGE COUNTY, FLORIDA (TINY ROAD/TILDEN ROAD)

PROJECT NUMBERS: 429-654 AND 429-654A

CFX PARCELS: 64-228, PART C, 64-828, AND 64-829

Associate General Counsel Laura Kelly requested the Committee's recommendation for Board approval of a Purchase Agreement between the Central Florida Expressway Authority ("CFX") and Orange County ("County").

Attorney Kelly provided the Committee with a brief history of the project. Attorney Kelly advised that the County desires to enter into the proposed Purchase Agreement for the sale of fee simple ownership and the grant of easement interests over real property owned by CFX.

An appraisal was obtained from Pinel & Carpenter, Inc., with a total appraised value for the fee simple interest and easement interests in the amount of \$489,700.00. A review appraisal was obtained from The Spivey Group, Inc., with a total appraised value for the fee simple interest and easement interests in the amount of \$495,000.00. The purchase price for the fee simple interest and the easement interests reflected in the Purchase Agreement is \$495,000.00 plus reimbursement to CFX for the cost of the review appraisal in the amount of \$5,365.00.

Pursuant to the terms of the proposed Purchase Agreement, the conveying instrument will include a deed restriction and reverter in the event the County fails to utilize the parcels for public purposes.

A motion was made by Laurie Botts and seconded by Jean Jreij to recommend to the Board approval of a Purchase Agreement between CFX and the County in a form substantially similar to the agreement attached to the Right of Way Committee agenda package, subject to any minor or clerical modifications or revisions approved by the General Counsel or designee.

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

Item E: OTHER BUSINESS

General Counsel, Diego "Woody" Rodriguez, provided the Right of Way Committee a brief overview on an informational item that was presented to the CFX Board at their last board meeting on the process for Advance Right of Way Acquisitions.

Committee Members were also given the 2022 Right of Way Committee Meeting dates.

General Counsel Rodriguez provided the Committee with an update on the status of a Partial Release and Reestablishment of Restriction and Partial Release of Easement and Maintenance Agreement Between the City of Apopka and CFX which had been previously approved by the ROW Committee at the August 2021 meeting.

Chairman Sheahan advised the Committee that the next Right of Way Committee meeting is scheduled for Wednesday, October 27, 2021, at 2:00 p.m.

Item F: ADJOURNMENT

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Chairman Sheahan adjourned the meeting at approximately 2:37 p.m.

Minutes approved on _____ 2021.

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 maintained and available upon request to the Custodian of Public Records at (407) 690-5326, publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, Florida 32807.

DRAFT

MEMORANDUM

TO: CFX Right of Way Committee Members
Woody Rodriguez

FROM: Diego “Woody” Rodriguez, General Counsel

DATE: November 18, 2021

SUBJECT: Partial Release and Reestablishment of Restriction and Partial Release of Easement and Maintenance Agreement Between the City of Apopka and the Central Florida Expressway Authority for Harmon Road
Project No. 429-604
Portions of Parcels: 63-125 Pond and 63-117 Pond

BACKGROUND

At the August 25, 2021, meeting of the CFX Right of Way Committee, the Committee approved a Partial Release and Reestablishment of Restriction and Partial Release of Easement and Maintenance Agreement Between the City of Apopka and the Central Florida Expressway Authority (“CFX”) for Harmon Road (“Partial Release”) in a form substantially similar to the release provided and subject to minor or clerical revisions approved by the General Counsel. A copy of the August Memorandum with Attachments is attached as **Attachment “A”** to this memo. Included with **Attachment “A”** is the Certificate from CFX’s General Engineering Consultant.

The City of Apopka (“City”) currently owns a nearby public safety radio communication tower which provides police and fire safety personnel with much needed telecommunication services. However, the current tower is in need of repairs and/or replacement and a relocation by the City is highly probable in the near future. In addition to the public safety services, the City has been able to contract with two private carriers which provide for co-location of telecommunication services and it results in some additional revenue to the City.

At the time of the August meeting, the proposed Partial Release waiver would have allowed some uses but not necessarily a commingled public and private use for the property for a telecommunications tower. After further discussions, the Partial Release initially approved by the ROW Committee was not recommended to the Board for approval and instead the City and CFX have negotiated a new Partial Release that is attached as **Attachment “B”** hereto for the Committee’s consideration.

The newly proposed Partial Release provides that:

Notwithstanding the Use Restriction set forth above, CFX hereby agrees to waive CFX’s right to claim a reversionary interest in and to the Property for the limited purpose of granting to the City the right to use a portion of the Property, on the terms and conditions set forth in this Release, for the purpose operating and

maintaining the City's public safety radio communication tower and associated antennas, related cables, power generation and other support equipment, including the right of ingress and egress ("Limited Waiver"). It is expressly stipulated that this Release is for permissive use only and that CFX is not representing or warranting the condition or suitability of the Property for use as a public safety radio communication tower and associated antennas.

The Limited Waiver of this release extends to the use of the property being relieved of the restrictions or if the tower is placed on the adjacent properties currently or subsequently owned by the City. Any revenues derived from licenses with private carriers is to be divided equally between the City and CFX. The Limited Waiver is available so long as the primary use is for a public safety telecommunications tower. The terms of the Limited Waiver would be for 10 years with up to two additional 10-year terms for a total of 30 years.

REQUEST

A recommendation by the Right of Way Committee for CFX Board's approval of the Partial Release and Reestablishment of Restriction and Partial Release of Easement and Maintenance Agreement between CFX and the City in a form substantially similar to the attached Release, subject to approval of the legal descriptions by CFX's General Engineering Consultant and any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENTS

- A. Memorandum to the Right of Way Committee dated August 18, 2021, with attachments
- B. Partial Release and Reestablishment of Restriction and Partial Release of Easement and Maintenance Agreement (revised to include the new terms referenced herein)

MEMO ATTACHMENT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right-of-Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel *lnk*

DATE: August 18, 2021

SUBJECT: Partial Release and Reestablishment of Restriction and Partial Release of Easement and Maintenance Agreement Between the City of Apopka and the Central Florida Expressway Authority for Harmon Road
Project Numbers 429-200 and 429-604
Portions of Parcels 63-117 Pond and 63-125 Pond

BACKGROUND

On or about June 29, 2018, the Central Florida Expressway Authority ("CFX") conveyed to the City of Apopka ("City") certain real property including certain parcels identified as CFX Parcels 63-125 Pond and 63-117 Pond (collectively, the "Transferred Property") pursuant to that certain Quit Claim Deed with Reservations and Easements recorded August 2, 2018, as Document Number 20180459286 in the Public Records of Orange County, Florida ("Deed"). The Transferred Property is more particularly depicted in the map attached hereto as **Attachment "A"**. The Deed included a restriction and reversionary clause on the Transferred Property restricting the use of the Transferred Property for use as a public right-of-way, and in the event the Transferred Property was no longer used for City public right-of-way purposes, all right, title and interest automatically reverts back to CFX, at CFX's option (collectively, the "Restriction"). A copy of the Deed is attached hereto as **Attachment "B"**. Concurrent with the execution of the Deed, CFX and the City entered into that certain Easement Agreement for Expressway Facilities dated June 29, 2018, and recorded August 3, 2018, as Document Number 20180460203 in the Public Records of Orange County, Florida ("Easement Agreement"), whereby CFX reserved a perpetual easement over the Property for expressway facilities. A copy of the Easement Agreement is attached hereto as **Attachment "C"**.

The City desires to convey certain real property, including portions of the Transferred Property, to Adventist Health System/Sunbelt, Inc. ("Adventist Health") for the development, construction, use, and maintenance of a portion of the Transferred Property as a not-for-profit hospital. Another portion of the Transferred Property will be used by the City for the development, construction, use, and maintenance, of a City fire station. On or about August 2, 2021, the City made application to CFX requesting the release of the Transferred Property from the Restriction and Easement Agreement. A copy of the City's request is attached hereto as **Attachment "D"**. CFX and City have negotiated the terms of a Partial Release and Reestablishment of Restriction and Partial Release of Easement and Maintenance Agreement ("Release") to effectuate the release of the Restriction and Easement Agreement over the Transferred Property.

A copy of the draft Release is attached hereto as **Attachment “E”**. Pursuant to the terms of the Release, CFX will release the Transferred Property from the existing Restriction provided the City agrees to revise and reestablish the terms of the use restriction over the Transferred Property to include the following new restriction:

“City, and City’s successors and assigns, agree that the Property shall only be used for public purposes, including, without limitation, not-for-profit hospital and healthcare uses, public right-of-way, stormwater, fire station or other health and safety uses, pedestrian, or recreational uses (collectively, the “Permitted Uses”). Further, the foregoing use restriction shall run with title to Property for a term of the lesser of ten (10) years from the Effective Date of this Release or the maximum number of years allowable by law (“Term”). During the Term, if the Property ceases to be used for any of the Permitted Uses, CFX may elect to pursue any remedies available to the CFX in law or equity including, without limitation, specific performance, or for all right, title, and interest to the Property that is not used for one of the Permitted Uses to automatically revert back to CFX at no cost to CFX. In such event, CFX shall notify City in writing of its intent to exercise its right of reverter with respect to the CFX Property (“Reversion Notice”). Notwithstanding the foregoing, in the event City, or City’s successors or assigns, desires to cease operation of the Property for any of the Permitted Uses or otherwise sell, convey, or transfer the Property to a third party for a use other than any of the Permitted Uses during the Term, City, or City’s successors or assigns, shall provide written notice to CFX of such (“Sale Notice”) and in such event, CFX shall have the right of first refusal and shall have ninety (90) days from CFX’s receipt of the Sale Notice to deliver to City a Reversion Notice.”

Only that portion of the Transferred Property that will be conveyed to Adventist Health will be released from the terms of the Easement Agreement.

Pursuant to CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (“ROW Manual”), CFX staff and CFX’s General Engineering Consultant have examined the Transferred Property and determined that the easement over the Transferred Property is not needed to support existing Expressway System. Accordingly, CFX’s General Engineering Consultant has certified that releasing the Property from the Easement Agreement would not impede or restrict the Expressway System. A copy of the certification is attached hereto as **Attachment “F”**.

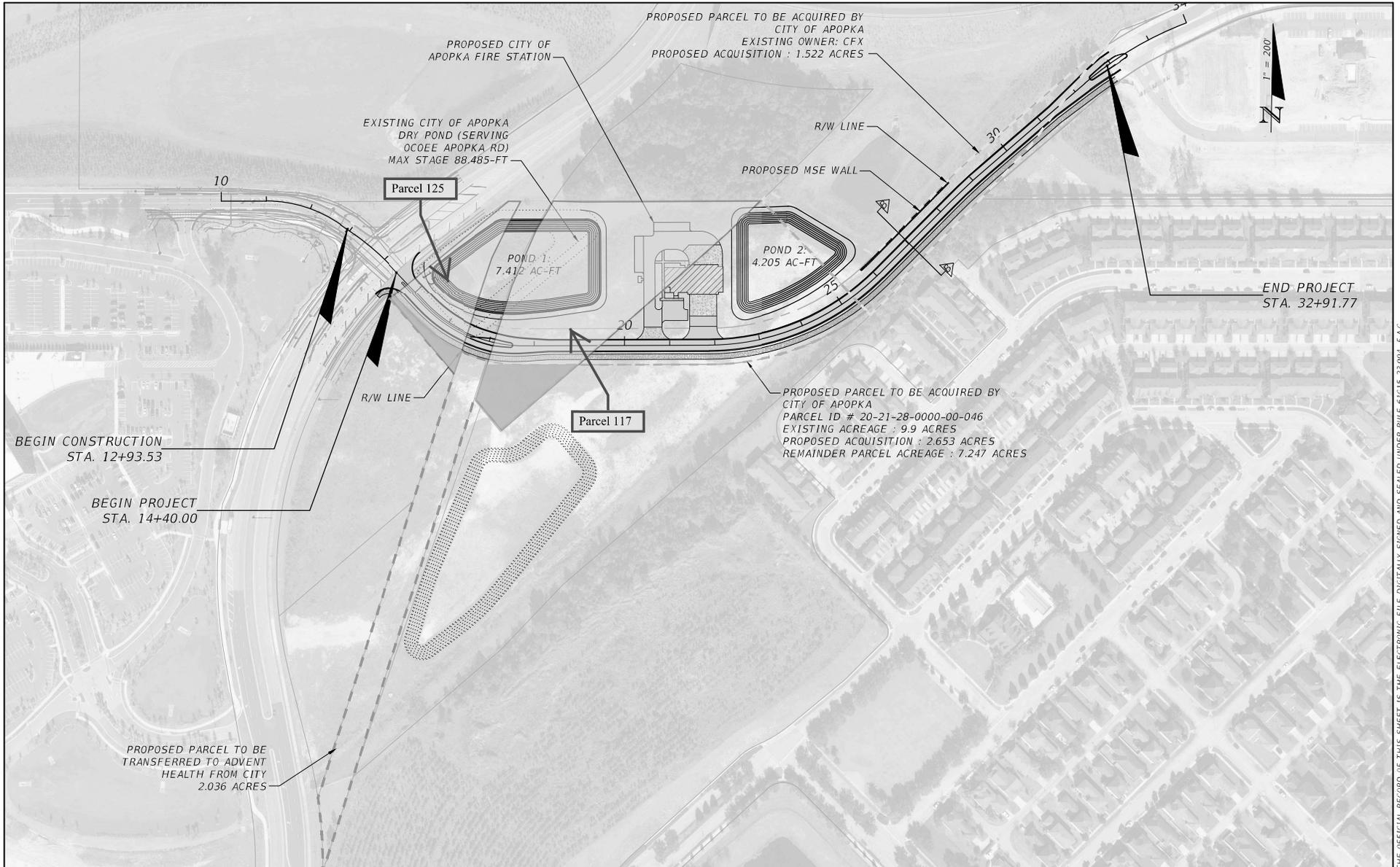
The City has reviewed the Release and agrees with its form, subject to confirmation of the exact legal descriptions and the technical portions of the Release.

REQUEST

A recommendation by the Right-of-Way Committee for CFX Board's approval of the Partial Release and Reestablishment of Restriction and Partial Release of Easement and Maintenance Agreement between CFX and the City in a form substantially similar to the attached Release, subject to approval of the legal descriptions by CFX's General Engineering Consultant and any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENTS

- A. Map of the Property
- B. Quit Claim Deed
- C. Easement and Maintenance Agreement
- D. Application from the City of Apopka
- E. Partial Release and Reestablishment of Restriction and Partial Release of Easement and Maintenance Agreement
- F. Certificate from CFX's General Engineering Consultant



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

| REVISIONS | | REVISIONS | | TYLER JEFFERY MALMBORG, P.E. P.E. LICENSE NUMBER 75630 NEWKIRK ENGINEERING, INC. 1230 NORTH US-HIGHWAY 1, SUITE 3 ORMOND BEACH, FL 32174 CERTIFICATE OF AUTHORIZATION 30209 |  CITY OF APOPKA HARMON ROAD EXTENSION | ATTACHMENT "A" | SHEET NO. |
|-----------|-------------|-----------|-------------|--|---|-----------------------|-----------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | | | C-1 |
| | | | | | | | |

Tyler Malmberg

2/19/2021 9:35:51 AM

C:\Projects\Harmon CAD\CADD\Roadway\PLANR002.dwg

ATTACHMENT "B"

DOC# 20180459286
08/02/2018 03:31:02 PM Page 1 of 41
Rec Fee: \$350.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CENTRAL FLORIDA EXPRESSWA



Prepared By:

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

Reserved for Recording

Project 429-604; 429-200 A; 429-200

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 WITH RESERVATIONS AND EASEMENTS

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 429-604; 429-200 A; 429-200

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 to be determined on or about at O.R. Book — and Page —. 8/3/2018.
- b) GRANTOR reserves unto itself, its successors and assigns the Permanent Drainage Easement recorded in the Official Records of Orange County, Florida, as Document Number 1998-0120140 at O.R. Book 5447 and Page 2165.
- c) 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, 414, or 451 right-of-way property which may otherwise accrue to any property adjoining said right of way.
- d) GRANTEE has no rights of ingress, egress, or access to S.R. 429, 414, or 451 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from S.R. 429, 414, or 451 bridges.
- e) 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, 414, or 451 or otherwise constitute a hazard for S.R. 429, 414, or 451 or any related system or structure.
- f) GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property (or any part thereof) for City or County 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.

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

Project 429-604; 429-200 A; 429-200

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

First Witness:

Ruth Valentino
Signature

BY: [Signature]
CHAIRMAN

Ruth Valentino
Print Name

Date: 6-29-18

Second Witness:

[Signature]
ATTEN: Regla ("Mimi") Lamaute
Recording Clerk

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

By: [Signature]
General Counsel

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 29th day of June, 2018, by Fred Hawkins, as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature: [Signature]
Signature of Notary Public - State of Florida



Print, Type or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification [], Type: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 PARCEL 204, PROJECT 429-200A

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9142, PAGE 4035, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE SOUTH 11°58'32" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 254.66 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 7-1/2 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN NORTH 89°01'55" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 42.66 FEET; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 11°58'32" WEST, A DISTANCE OF 93.87 FEET; THENCE SOUTH 18°27'01" WEST, A DISTANCE OF 368.70 FEET TO A POINT ON AFORESAID EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 450.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,320 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

A PORTION OF PARCEL 204A, PROJECT 429-200A

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4885, PAGE 2413, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST, ALONG

CONTINUED ON SHEET 2

- A = DELTA (CENTRAL ANGLE)
- A.P.O. = A PORTION OF
- CB = CHORD BEARING
- CH = CHORD DISTANCE
- C.R. = COUNTY ROAD
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- L = LENGTH OF CURVE
- L.A. = LIMITED ACCESS

LEGEND AND ABBREVIATIONS

- MSE = MECHANICALLY STABILIZED EARTH
- NO. = NUMBER
- NT = NON-TANGENT
- OOCEA = ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.T. = POINT OF TERMINATION
- R = RADIUS
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.R. = STATE ROAD
- ⊙ = CHANGE IN DIRECTION

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------|----------------|---|--|---------------|
| DATE | MARCH 08, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8864 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY | M.ROLLINS | | PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| CHECKED BY | S.WARE | | S.R. 429 | SCALE: N/A |
| DEWBERRY PROJECT NO. | 50087125 | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY | SHEET 1 OF 12 |
| REVISION | BY | DATE | ORANGE COUNTY, FLORIDA | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 1

A PORTION OF PARCEL 204A, PROJECT 429-200A (CONTINUED)

THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A FOR THE POINT OF BEGINNING; THENCE NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 56.89 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN SOUTH 29°52'07" EAST, A DISTANCE OF 62.32 FEET; THENCE SOUTH 11°58'32" WEST, A DISTANCE OF 255.57 FEET TO A POINT ON THE EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS SHOWN ON AFORESAID RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTH 7-1/2 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 29; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE RUN SOUTH 89°01'55" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 42.66 FEET TO A POINT ON AFORESAID EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 11°58'32" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 254.66 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE POINT OF BEGINNING.

CONTAINING 11,790 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

A PORTION OF PARCEL 63-110, PROJECT 75320-6460-604

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY

CONTINUED ON SHEET 3

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------|----------------|--|---|--|
| DATE | MARCH 08, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| DRAWN BY | M.ROLLINS | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | SCALE: N/A SHEET 2 OF 12 | |
| DEWBERRY PROJECT NO. | 50087135 | | | |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 2

A PORTION OF PARCEL 63-110, PROJECT 75320-6460-604 (CONTINUED)

EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE DEPARTING SAID NORTH LINE RUN NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 56.89 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 11°58'32" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 524.65 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN SOUTH 29°52'07" EAST, A DISTANCE OF 19.33 FEET; THENCE SOUTH 12°06'53" WEST, A DISTANCE OF 97.41 FEET TO A POINT ON THE FACE OF A MECHANICALLY STABILIZED EARTH (MSE) WALL; THENCE RUN ALONG THE FACE OF SAID MSE WALL THE FOLLOWING THREE COURSES AND DISTANCES: THENCE SOUTH 27°11'21" WEST, A DISTANCE OF 41.46 FEET; THENCE SOUTH 11°57'13" WEST, A DISTANCE OF 213.48 FEET; THENCE SOUTH 03°13'14" EAST, A DISTANCE OF 82.54 FEET; THENCE DEPARTING SAID MSE WALL, SOUTH 23°17'23" EAST, A DISTANCE OF 31.31 FEET; THENCE SOUTH 11°58'32" WEST, A DISTANCE OF 100.56 FEET; THENCE NORTH 29°52'07" WEST, A DISTANCE OF 62.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,073 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

A PORTION OF PARCEL 219 PART A, PROJECT 429-200A

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8911, PAGE 3226, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE DEPARTING SAID NORTH LINE RUN NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 581.54 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 325.76 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN SOUTH 78°01'28" EAST, A DISTANCE OF 13.72 FEET; THENCE SOUTH 12°06'53" WEST, A DISTANCE OF 340.16 FEET;

CONTINUED ON SHEET 4

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------|----------------|--|---|--|
| DATE | MARCH 08, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| DRAWN BY | M.ROLLINS | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | SCALE: N/A | |
| DEWBERRY PROJECT NO. | 50087135 | | SHEET 3 OF 12 | |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 3

A PORTION OF PARCEL 219 PART A, PROJECT 429-200A (CONTINUED)

THENCE NORTH 29°52'07" WEST, A DISTANCE OF 19.33 TO THE POINT OF BEGINNING.

CONTAINING 4,435 SQUARE FEET, MORE OR LESS.

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

AND

RESERVING UNTO GRANTOR ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY PROPERTY ADJOINING THE FOLLOWING DESCRIBED LINE:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE DEPARTING SAID NORTH LINE RUN NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 907.30 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN SOUTH 78°01'28" EAST, A DISTANCE OF 13.72 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 12°06'53" WEST, A DISTANCE OF 83.33 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH

PARCEL 219 PART B, PROJECT 429-200A

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8911, PAGE 3226, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF

CONTINUED ON SHEET 5

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------|----------------|--|---|--|
| DATE | MARCH 08, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-3120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| DRAWN BY | M.ROLLINS | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | SCALE: N/A | |
| DEWBERRY PROJECT NO. | 50087135 | | SHEET 4 OF 12 | |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 4

PARCEL 219 PART B, PROJECT 429-200A (CONTINUED)

195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE DEPARTING SAID NORTH LINE RUN NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 907.30 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 11°58'32" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 226.55 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5699.58 FEET; THENCE FROM A CHORD BEARING OF NORTH 12°50'52" EAST; RUN NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°44'41", AN ARC DISTANCE OF 173.55 FEET; THENCE DEPARTING SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 04°13'20" WEST, A DISTANCE OF 109.08 FEET; THENCE SOUTH 12°41'19" WEST, A DISTANCE OF 292.02 FEET; THENCE NORTH 78°01'28" WEST, A DISTANCE OF 13.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,466 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

PARCEL 217, PROJECT 429-200A

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6062, PAGE 1398, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD IN A CONCRETE DITCH WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°11'18" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND ALONG THE EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A, A DISTANCE OF 1333.59 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°34'39" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 402.08 FEET FOR THE POINT OF BEGINNING, SAID POINT LYING 16.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EXISTING WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON SAID RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 5775.58 FEET; THENCE DEPARTING SAID NORTH LINE AND

CONTINUED ON SHEET 6

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------|----------------|--|---|--|
| DATE | MARCH 08, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| DRAWN BY | M.ROLLINS | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | SCALE: N/A | |
| DEWBERRY PROJECT NO. | 50087135 | | SHEET 5 OF 12 | |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 5

PARCEL 217, PROJECT 429-200A (CONTINUED)

SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE FROM A CHORD BEARING OF NORTH 16°12'28" EAST, RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°04'43", AN ARC DISTANCE OF 411.14 FEET; THENCE DEPARTING SAID CURVE, RUN SOUTH 71°45'10" EAST ALONG A RADIAL LINE, A DISTANCE OF 16.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 5759.58 FEET; THENCE FROM A CHORD BEARING OF SOUTH 16°13'48" WEST, RUN SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°02'03", AN ARC DISTANCE OF 405.54 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29; THENCE SOUTH 88°34'39" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 16.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,533 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

PARCEL 218 PART B, PROJECT 429-200A

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6134, PAGE 3730, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD IN A CONCRETE DITCH WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°11'18" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND ALONG THE EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A, A DISTANCE OF 1333.59 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°34'39" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 407.27 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE CONTINUE NORTH 88°34'39" EAST ALONG SAID NORTH LINE, A DISTANCE OF 11.42 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON SAID RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 5759.58 FEET; THENCE FROM A CHORD BEARING OF SOUTH 13°05'39" WEST, RUN SOUTHERLY, ALONG SAID RIGHT OF WAY LINE, AND ALONG THE

CONTINUED ON SHEET 7

PROJECT NO. 429-200A & 75320-6460-604

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|----------------------|--|----------------|--|--|---|---------------|
| DATE | | MARCH 08, 2018 | | CERTIFICATION OF AUTHORIZATION No. LR 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| DRAWN BY | | H.ROLLINS | | | S.R. 429 | |
| CHECKED BY | | S.WARE | | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY | |
| DEWBERRY PROJECT NO. | | 50087135 | | | ORANGE COUNTY, FLORIDA | |
| REVISION | | BY | | DATE | | SCALE: N/A |
| | | | | | | SHEET 6 OF 12 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 6

PARCEL 218 PART B, PROJECT 429-200A (CONTINUED)

ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°14'15", AN ARC DISTANCE OF 224.91 FEET TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 11°58'32" WEST, A DISTANCE OF 470.32 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 29°46'11" WEST, A DISTANCE OF 79.34 FEET; THENCE NORTH 16°24'21" EAST, A DISTANCE OF 127.20 FEET; THENCE NORTH 13°33'47" EAST A DISTANCE OF 216.55 FEET; THENCE NORTH 30°42'05" EAST A DISTANCE OF 62.30 FEET; THENCE NORTH 14°31'23" EAST, A DISTANCE OF 231.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,964 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

A PORTION OF PARCEL 63-110 AND A PORTION OF PARCEL 63-112, PROJECT 75320-6460-604

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 133.89 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°58'32" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 114.02 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 78°00'18" WEST, A DISTANCE OF 52.83 FEET; THENCE NORTH 11°58'32" EAST, A DISTANCE OF 219.50 FEET TO A POINT ON THE FACE OF A MECHANICALLY STABILIZED EARTH (MSE) WALL; THENCE RUN ALONG THE FACE OF SAID MSE WALL THE FOLLOWING THREE COURSES AND DISTANCES: THENCE NORTH 26°59'06" EAST, A DISTANCE OF 21.23 FEET; THENCE NORTH 11°57'15" EAST, A DISTANCE OF 213.54 FEET; THENCE NORTH 03°20'06" WEST, A DISTANCE OF 20.52 FEET; THENCE DEPARTING SAID MSE WALL RUN NORTH 11°58'32" EAST, A DISTANCE OF 149.14 FEET; THENCE SOUTH 29°46'11" EAST, A DISTANCE OF 79.34 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF

CONTINUED ON SHEET 8

PROJECT NO. 429-200A & 75320-6460-604

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|----------------------|--|----------------|--|--|---|--|
| DATE | | MARCH 08, 2018 | | CERTIFICATION OF AUTHORIZATION No. LS 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| DRAWN BY | | M.ROLLINS | | | S.R. 429 | |
| CHECKED BY | | S.WARE | | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY | |
| DEWBERRY PROJECT NO. | | 50087125 | | ORANGE COUNTY, FLORIDA | | |
| REVISION | | BY | | DATE | | |
| | | | | SCALE: N/A | | |
| | | | | SHEET 7 OF 12 | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 7

A PORTION OF PARCEL 63-110 AND A PORTION OF PARCEL 63-112, PROJECT 75320-6460-604
 (CONTINUED)

WAY LINE OF COUNTY ROAD 437-A; THENCE SOUTH 11°58'32" WEST ALONG SAID WESTERLY
 RIGHT OF WAY LINE, A DISTANCE OF 563.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.690 ACRES MORE OR LESS.

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

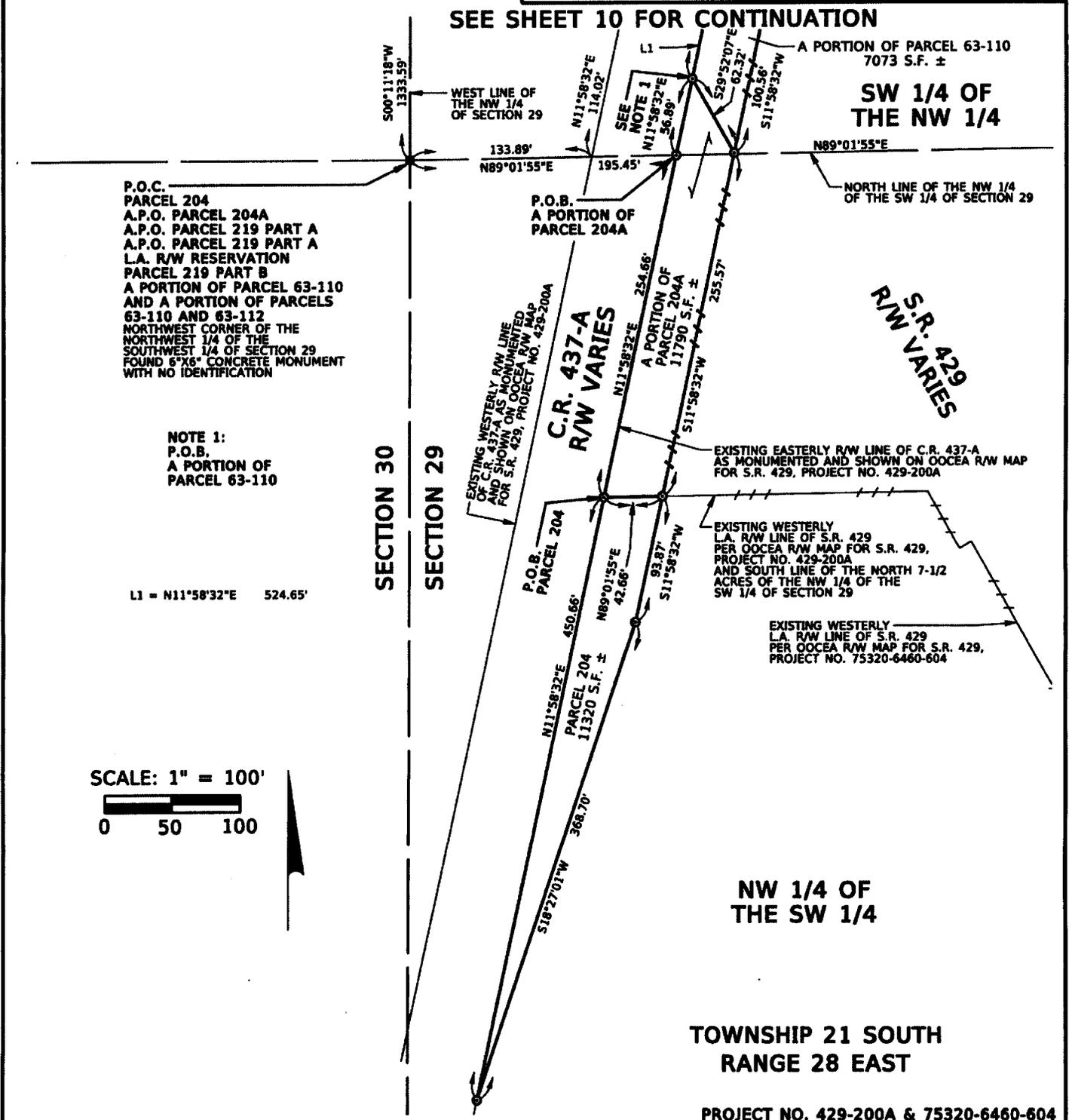
CONTAINING IN THE AGGREGATE 2.241 ACRES, MORE OR LESS.

PROJECT NO. 429-200A & 75320-6460-604

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|----------------------|--|----------------|--|---|--|--|
| DATE | | MARCH 08, 2018 | | CERTIFICATION OF AUTHORIZATION No. LS 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-849-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| DRAWN BY | | M.ROLLINS | | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | | S.WARE | | | SCALE: N/A SHEET 8 OF 12 | |
| DEWBERRY PROJECT NO. | | 50087135 | | REVISION | | |
| | | | | BY | | |
| | | | | DATE | | |

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SEC. 29-21-28, BEING S00°11'18"W.

SEE SHEET 10 FOR CONTINUATION



TOWNSHIP 21 SOUTH
RANGE 28 EAST

PROJECT NO. 429-200A & 75320-6460-604

| | |
|----------------------|----------------|
| DATE | MARCH 08, 2018 |
| DRAWN BY | M.ROLLINS |
| CHECKED BY | S.WARE |
| DEWBERRY PROJECT NO. | 50087125 |
| REVISION | BY DATE |

CERTIFICATION OF AUTHORIZATION No. LB 8011

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120
FAX 407-649-8664

| | |
|--|---------------------------------|
| SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | SCALE: 1"=100' SHEET 9 OF 12 |

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SEC. 29-21-28, BEING S00°11'18"W.

SCALE: 1" = 100'

0 50 100

SEE SHEET 11 FOR CONTINUATION

TOWNSHIP 21 SOUTH
RANGE 28 EAST

SECTION 30
1333.59'

SECTION 29

S.R. 429
R/W VARIES

ACCESS
ROAD "B"

WEST LINE OF THE NW 1/4 OF SECTION 29

EXISTING WESTERLY L.A. R/W LINE OF S.R. 429 PER OOCEA R/W MAP FOR S.R. 429, PROJECT NO. 75320-6460-604

EXISTING EASTERLY R/W LINE OF C.R. 437-A AS MONUMENTED AND SHOWN ON OOCEA R/W MAP FOR S.R. 429, PROJECT NO. 429-200A

EXISTING EASTERLY R/W LINE OF S.R. 429 PER OOCEA R/W MAP FOR S.R. 429, PROJECT NO. 429-200A

NOTE 1:
P.O.B. A PORTION OF PARCEL 63-110

P.O.B. A PORTION OF PARCELS 63-110 AND 63-112

C.R. 437-A
R/W VARIES

SEE DETAIL "A"

SEE DETAIL "B"

S.R. 429
R/W VARIES

SW 1/4 OF THE NW 1/4

DETAIL "B"
N.T.S.

CONTINUED FROM SHEET 9

PROJECT NO. 429-200A & 75320-6460-604

| | |
|----------------------|----------------|
| DATE | MARCH 08, 2018 |
| DRAWN BY | M.ROLLINS |
| CHECKED BY | S.WARE |
| DEWBERRY PROJECT NO. | 50087135 |
| REVISION | BY DATE |

CERTIFICATION OF AUTHORIZATION No. LB 8011



800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120
FAX 407-649-8664

SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112

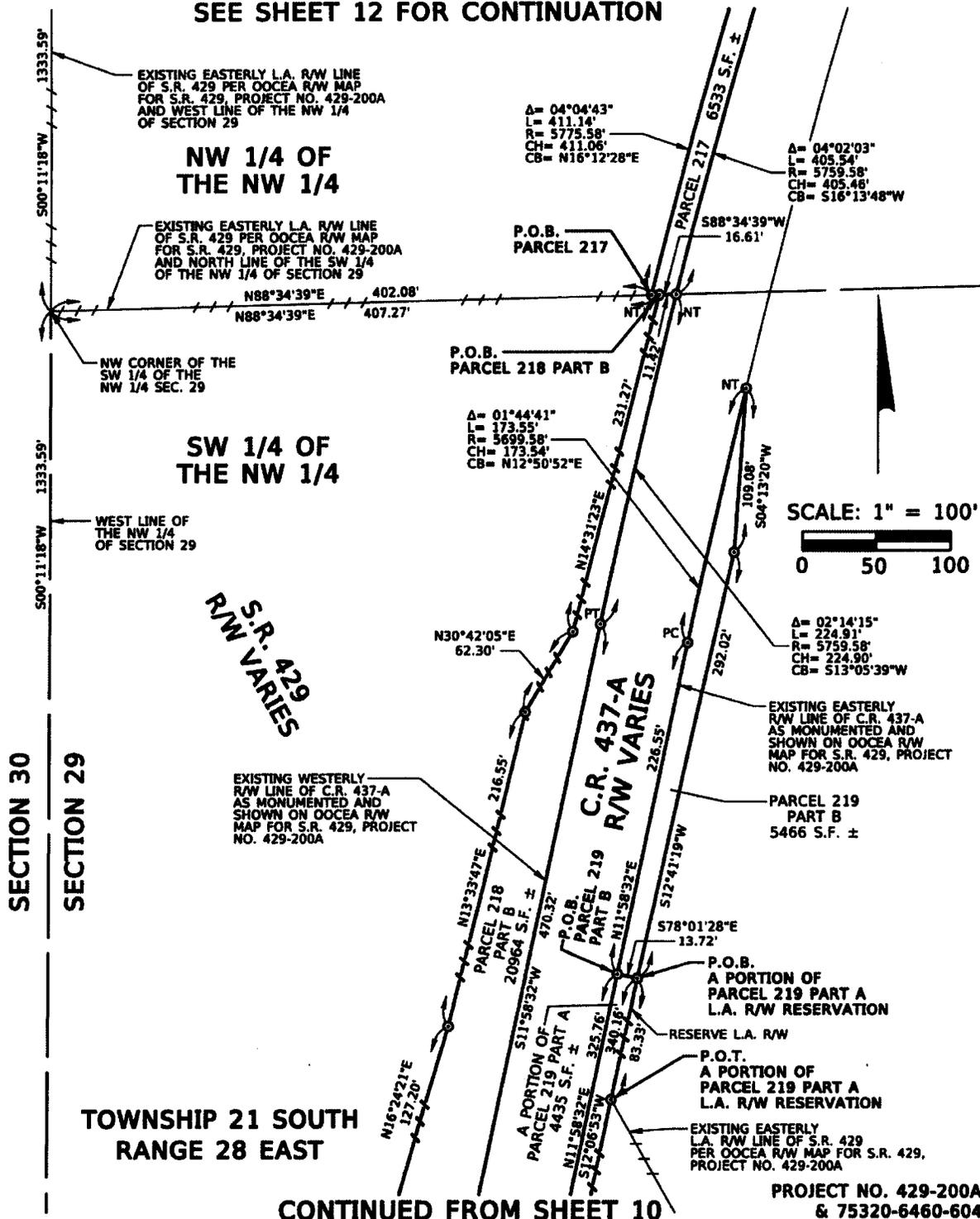
S.R. 429
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

SCALE: 1"=100'

SHEET 10 OF 12

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SEC. 29-21-28, BEING S00°11'18"W.

SEE SHEET 12 FOR CONTINUATION



CONTINUED FROM SHEET 10

PROJECT NO. 429-200A & 75320-6460-604

| | |
|----------------------|----------------|
| DATE | MARCH 08, 2018 |
| DRAWN BY | M.ROLLINS |
| CHECKED BY | S.WARE |
| DEWBERRY PROJECT NO. | 50087135 |
| REVISION | BY DATE |

CERTIFICATION OF AUTHORIZATION No. L3 8011

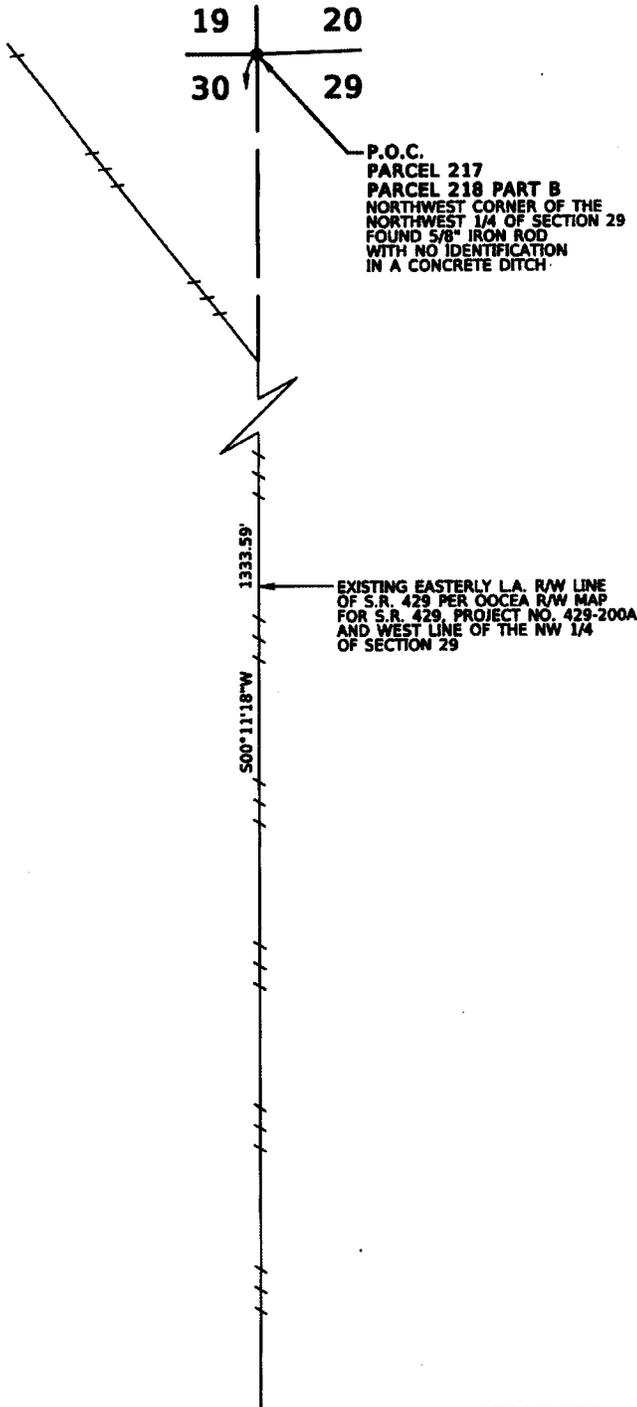
Dewberry

800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664

| | |
|--|----------------|
| SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| S.R. 429 | SCALE: 1"=100' |
| CENTRAL FLORIDA EXPRESSWAY AUTHORITY | SHEET 11 OF 12 |
| ORANGE COUNTY, FLORIDA | |

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SEC. 29-21-28, BEING S00°11'18"W.

SCALE: 1" = 100'
 0 50 100



NW 1/4 OF THE NW 1/4

TOWNSHIP 21 SOUTH RANGE 28 EAST

EXISTING WESTERLY R/W LINE OF C.R. 437-A AS MONUMENTED AND SHOWN ON OOCEA R/W MAP FOR S.R. 429, PROJECT NO. 429-200A

(RADIAL)
 S71°45'10"E
 16.00'

Δ = 04°04'43"
 L = 411.14'
 R = 5775.58'
 CH = 411.06'
 CB = N16°12'28"E

Δ = 04°02'03"
 L = 405.54'
 R = 5759.58'
 CH = 405.46'
 CB = S16°13'48"W

PROJECT NO. 429-200A & 75320-6460-604

CONTINUED FROM SHEET 11

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

Sheila A. Ware 05/15/2018
 SHEILA A. WARE, P.S.M. DATE
 LICENSE NUMBER 5529

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

CERTIFICATION OF AUTHORIZATION No. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 843-5120
 FAX 407-649-8664

SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112

S.R. 429
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

SCALE: 1"=100'

SHEET 12 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200

PURPOSE: RIGHT OF WAY

LEGAL DESCRIPTION:

A PORTION OF PARCEL 63-114

A PORTION OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°37'58"E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER FOR 1376.33 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N89°37'58"E ALONG SAID NORTH LINE FOR 147.70 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE DEPARTING SAID NORTH LINE, RUN S17°47'49"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR 1387.17 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SOUTHWEST ONE-QUARTER OF SECTION 20; THENCE S88°52'46"W ALONG SAID SOUTH LINE FOR 47.57 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N17°47'49"E FOR 958.15 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 879.93 FEET, A CHORD DISTANCE OF 409.65 FEET AND A CHORD BEARING OF N04°20'21"E; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°55'14", A DISTANCE OF 413.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.752 ACRES, MORE OF LESS.

TOGETHER WITH

A PORTION OF PARCEL 63-117

A PORTION OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE S00°31'43"W ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER FOR 2650.31 FEET; THENCE S00°31'43"W ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 20 FOR 1298.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SOUTHWEST ONE-QUARTER OF SECTION 20; THENCE S88°52'46"W ALONG SAID SOUTH LINE FOR 1416.10 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE S88°52'46"W FOR 47.57 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE DEPARTING SAID SOUTH LINE RUN N17°47'49"E ALONG SAID RIGHT OF WAY LINE FOR 1223.27 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1029.93 FEET, A CHORD DISTANCE OF 304.46 FEET AND A CHORD BEARING

CONTINUED ON SHEET 2

LEGEND AND ABBREVIATIONS

- | | | | | | |
|--------|--|------|-----------------------|--------|-------------------------|
| Δ | = DELTA (CENTRAL ANGLE) | L | = LENGTH OF CURVE | P.O.B. | = POINT OF BEGINNING |
| A.P.O. | = A PORTION OF | L.A. | = LIMITED ACCESS | P.O.C. | = POINT OF COMMENCEMENT |
| CB | = CHORD BEARING | NO. | = NUMBER | R | = RADIUS |
| CH | = CHORD DISTANCE | NT | = NON-TANGENT | R/W | = RIGHT OF WAY |
| C.R. | = COUNTY ROAD | PC | = POINT OF CURVATURE | SEC. | = SECTION |
| FDOT | = FLORIDA DEPARTMENT OF TRANSPORTATION | PT | = POINT OF TANGENCY | S.R. | = STATE ROAD |
| | | ⊙ | = CHANGE IN DIRECTION | | |

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------|-------------------|--|--|---------------|
| DATE | FEBRUARY 28, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY | J.MUNRO | | PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| CHECKED BY | S.WARE | | S.R. 429 | |
| DBS PROJECT NO. | 50087135 | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| REVISION | BY DATE | | SCALE: N/A | SHEET 1 OF 11 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200

PURPOSE: RIGHT OF WAY

LEGAL DESCRIPTION:

CONTINUED FROM SHEET 1

A PORTION OF PARCEL 63-117 (CONTINUED)

OF S09°17'50"W; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°59'58", FOR 305.58 FEET TO THE POINT OF TANGENCY; THENCE S17°47'49"W FOR 906.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.153 ACRES, MORE OR LESS.

TOGETHER WITH

A PORTION OF PARCEL 63-117

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE S00°31'43"W ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20 FOR 1021.15 FEET; THENCE N77°00'15"W FOR 282.43 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N77°00'15"W FOR 32.02 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A AND A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 746.20 FEET, A CHORD DISTANCE OF 271.90 FEET AND A CHORD BEARING OF N23°23'23"E; THENCE RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°59'40", FOR 273.43 FEET TO THE POINT OF TANGENCY; THENCE N12°53'33"E FOR 155.23 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S89°59'47"E FOR 30.78 FEET; THENCE S12°53'33"W FOR 162.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 776.20 FEET, A CHORD DISTANCE OF 271.59 FEET AND A CHORD BEARING OF S22°58'06"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°09'06", FOR 273.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,956 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

A PORTION OF PARCEL 63-117 - POND

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE S00°31'43"W ALONG THE EAST LINE OF THE

CONTINUED ON SHEET 3

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------|-------------------|--|---|---------------|
| DATE | FEBRUARY 28, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-3120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| DRAWN BY | J. MUNRO | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S. WARE | | | |
| DBS PROJECT NO. | 50087135 | | SCALE: N/A | SHEET 2 OF 11 |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200

PURPOSE: RIGHT OF WAY

LEGAL DESCRIPTION:

CONTINUED FROM SHEET 2

A PORTION OF PARCEL 63-117 - POND (CONTINUED)

NORTHWEST ONE-QUARTER OF SAID SECTION 20 FOR 1325.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE S89°49'06"W ALONG SAID NORTH LINE FOR 139.74 FEET FOR THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 7469.44 FEET, A CHORD DISTANCE OF 382.43 FEET AND A CHORD BEARING OF S47°58'03"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°56'02", FOR 382.47 FEET TO THE POINT OF TANGENCY; THENCE S49°26'04"W FOR 386.97 FEET; THENCE N40°33'56"W FOR 91.38 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE RUN ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES; THENCE N17°47'49"E FOR 229.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 924.93 FEET, A CHORD DISTANCE OF 240.91 FEET AND A CHORD BEARING OF N25°16'48"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°57'58", FOR 241.60 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 20; THENCE N89°49'06"E FOR 464.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.302 ACRES, MORE OR LESS.

TOGETHER WITH

A PORTION OF PARCEL 63-118

A PORTION OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1 1/2" IRON PIPE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20; THENCE N00°31'43"E ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20, FOR 2596.23 FEET; THENCE N00°31'43"E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20, FOR 1325.15 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE S89°49'06"W ALONG SAID SOUTH LINE FOR 604.02 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 924.93 FEET, A CHORD DISTANCE OF 115.63 FEET AND A CHORD BEARING OF N36°20'49"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°10'04", FOR 115.71 FEET TO THE POINT OF TANGENCY; THENCE N39°55'51"E FOR 73.51 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N39°55'51"E ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE FOR 214.15 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 746.20 FEET, A CHORD DISTANCE OF 78.67 FEET AND A CHORD BEARING OF N36°54'32"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°02'37", FOR 78.71 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE RUN S77°00'15"E FOR 32.02 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 776.20 FEET, A CHORD DISTANCE OF 294.70 FEET AND A CHORD BEARING OF

CONTINUED ON SHEET 4

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------|-------------------|--|--|---------------|
| DATE | FEBRUARY 28, 2018 |  CERTIFICATION OF AUTHORIZATION No. LB 8011 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY | J.MUNRO | | PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| CHECKED BY | S.WARE | | S.R. 429 | |
| DBS PROJECT NO. | 50087135 | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY | SCALE: N/A |
| REVISION | BY | DATE | ORANGE COUNTY, FLORIDA | SHEET 3 OF 11 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 429 - PROJECT NO. 75320-6460-604 &
429-200

PURPOSE: RIGHT OF WAY

LEGAL DESCRIPTION:

CONTINUED FROM SHEET 3

A PORTION OF PARCEL 63-118 (CONTINUED)

S43°59'15"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°53'12", FOR 296.50 FEET TO THE POINT OF TANGENCY; THENCE S54°55'51"W FOR 13.72 TO THE POINT OF BEGINNING.

CONTAINING 6872 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

PARCEL 63-125

A PORTION OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°37'58"E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER FOR 1376.33 FEET FOR THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 879.93 FEET, A CHORD DISTANCE OF 13.98 FEET AND A CHORD BEARING OF N09°34'35"W; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°54'38", A DISTANCE OF 13.99 FEET TO THE POINT OF TANGENCY; THENCE N10°01'54"W FOR 316.94 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1026.93 FEET, A CHORD DISTANCE OF 355.09 FEET AND A CHORD BEARING OF N00°38'31"W; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°46'47", A DISTANCE OF 336.59 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN N22°53'51"E FOR 54.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1014.93 FEET, A CHORD DISTANCE OF 582.11 FEET AND A CHORD BEARING OF N28°24'47"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°19'47", A DISTANCE OF 590.40 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 220.00 FEET, A CHORD DISTANCE OF 168.36 FEET AND A CHORD BEARING OF N66°34'50"W; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°59'39", FOR 172.76 FEET; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE, RUN N00°55'20"E FOR 39.08 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°49'06"E ALONG SAID NORTH LINE FOR 101.31 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, A CHORD DISTANCE OF 116.28 FEET AND A CHORD BEARING OF S55°53'06"E; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°58'10", FOR 117.14 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1014.93 FEET, A CHORD DISTANCE OF 105.55 FEET AND A CHORD BEARING OF

CONTINUED ON SHEET 5

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------------------|----|--|--|---------------|
| DATE FEBRUARY 28, 2018 | | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY J.MUNRO | | | PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| CHECKED BY S.WARE | | | S.R. 429 | |
| D&S PROJECT NO. 50687135 | | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| REVISION | BY | DATE | SCALE: N/A | SHEET 4 OF 11 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 429 - PROJECT NO. 75320-6460-604 &
429-200

PURPOSE: RIGHT OF WAY

LEGAL DESCRIPTION:

CONTINUED FROM SHEET 4

A PORTION OF PARCEL 63-125 (CONTINUED)

N51°26'48"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°57'41", FOR 105.60 FEET TO SAID NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER; THENCE N89°49'06"E ALONG SAID NORTH LINE FOR 209.73 FEET; THENCE DEPARTING SAID NORTH LINE RUN S54°55'51"W FOR 163.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 894.93 FEET, A CHORD DISTANCE OF 1015.41 FEET AND A CHORD BEARING OF S20°22'04"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°07'34", FOR 1079.71 FEET TO THE POINT OF TANGENCY; THENCE S14°11'43"E FOR 177.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1029.93 FEET, A CHORD DISTANCE OF 105.92 FEET AND A CHORD BEARING OF S11°14'51"E; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°53'43", A DISTANCE OF 105.97 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE S17°47'49"W ALONG SAID RIGHT OF WAY LINE FOR 8.62 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 20; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN S89°37'58"W ALONG SAID NORTH LINE FOR 147.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.651 ACRES, MORE OR LESS.

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

TOGETHER WITH

PARCEL 63-125 - POND

A PORTION OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°37'58"E ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20 FOR 1524.03 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE N17°47'49"E ALONG SAID RIGHT OF WAY LINE FOR 994.64 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N17°47'49"E FOR 193.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 984.93 FEET, A CHORD DISTANCE OF 218.42 FEET AND A CHORD BEARING OF N24°09'46"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°43'55", FOR 218.87 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN S89°49'06"W ALONG SAID NORTH LINE FOR 27.10 FEET; THENCE DEPARTING SAID NORTH LINE RUN S54°55'51"W FOR 163.12 FEET TO THE POINT OF CURVATURE OF A CURVE,

CONTINUED ON SHEET 6

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------|-------------------|--|---|-----|
| DATE | FEBRUARY 28, 2018 | CERTIFICATION OF AUTHORIZATION No. LS 8011  800 NORTH MAGNOLIA AVENUE SUITE 3000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY | J.MUNRO | | PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| CHECKED BY | S.WARE | | S.R. 429 | |
| DBS PROJECT NO. | 50087135 | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| REVISION | BY | DATE | SCALE: | N/A |
| | | | SHEET 5 OF 11 | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 5

PARCEL 63-125 - POND (CONTINUED)

CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 894.93 FEET, A CHORD DISTANCE OF 178.84 FEET AND A CHORD BEARING OF S49°11'47"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°28'08", FOR 179.14 FEET; THENCE S40°33'56"E FOR 226.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.979 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 63-144
 PARCEL "A"

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN N89°49'06"E, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4, A DISTANCE OF 132.14 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN N00°55'20"E, A DISTANCE OF 20.92 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A A RADIUS OF 280.00 FEET, A CHORD DISTANCE OF 103.05 FEET AND A CHORD BEARING OF S78°28'25"E; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°12'29", FOR 103.64 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE DEPARTING SAID CURVE, RUN S89°49'06"W, ALONG SAID SOUTH LINE, A DISTANCE OF 101.31 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 1388 SQUARE FEET, MORE OR LESS

TOGETHER WITH

PARCEL 63-144
 PARCEL "B"

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN N89°49'06"E, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4, A DISTANCE OF 412.27 FEET FOR THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A

CONTINUED ON SHEET 7

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------------------|--|--|--|---------------|
| DATE FEBRUARY 28, 2018 | | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-849-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY J.MUNRO | | | PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| CHECKED BY S.WARE | | | S.R. 429 | |
| D&S PROJECT NO. 50067135 | | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| REVISION | | BY | | SCALE: N/A |
| DATE | | | | SHEET 6 OF 11 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 6

PARCEL 63-144 (CONTINUED)

NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1014.93 FEET, A CHORD DISTANCE OF 8.92 FEET AND A CHORD BEARING OF N54°40'45"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°30'13", FOR 8.92 FEET TO THE POINT OF TANGENCY; THENCE N54°55'51"E, A DISTANCE OF 437.60 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 656.20 FEET, A CHORD DISTANCE OF 470.73 FEET AND A CHORD BEARING OF N33°54'42"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°02'18", FOR 481.46 FEET TO THE POINT OF TANGENCY; THENCE RUN S77°06'27"E, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 686.20 FEET, A CHORD DISTANCE OF 320.83 FEET AND A CHORD BEARING OF S26°24'42"W; THENCE RUN SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°02'18" FOR 323.82 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: THENCE S39°55'51"W, A DISTANCE OF 287.66 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 984.93 FEET, A CHORD DISTANCE OF 161.44 FEET AND A CHORD BEARING OF S35°13'47"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°24'07", FOR 161.62 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN N89°49'06"E, ALONG SAID SOUTH LINE, A DISTANCE OF 236.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.200 ACRES MORE OR LESS.

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

TOGETHER WITH

PARCEL 215
 PART B

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"X6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°59'37"W, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 109.01 FEET TO THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A AS SHOWN ON OCEA RIGHT OF WAY MAP PROJECT NUMBER 429-200; THENCE DEPARTING SAID NORTH LINE RUN S12°53'33"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 396.32 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE S12°53'33"W A DISTANCE OF 308.92

CONTINUED ON SHEET 8

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------|-------------------|---|---|--|
| DATE | FEBRUARY 28, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY | J. MUNRO | | PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| CHECKED BY | S. WARE | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| DBS PROJECT NO. | 50087135 | | SCALE: N/A SHEET 7 OF 11 | |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:

CONTINUED FROM SHEET 7

PARCEL 215 PART B (CONTINUED)

FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN N77°06'27"W A DISTANCE OF 30.00 FEET; THENCE N12°53'33"E A DISTANCE OF 302.10 FEET; THENCE S89°55'15"E A DISTANCE OF 30.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 9165 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

PARCEL 227
 PART B

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"X6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°59'37"W, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, FOR A DISTANCE OF 47.46 FEET TO THE EXISTING SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A AS SHOWN ON OOCEA RIGHT OF WAY MAP PROJECT NUMBER 429-200; THENCE DEPARTING SAID NORTH LINE RUN S12°53'33"W ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 461.01 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE RUN S89°55'15"E FOR A DISTANCE OF 30.77 FEET; THENCE S12°53'33"W FOR A DISTANCE OF 102.68 FEET; THENCE N89°59'47"W FOR A DISTANCE OF 30.78 FEET TO AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE N12°53'33"E ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 102.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 3081 SQUARE FEET, MORE OR LESS.

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

CONTAINING IN THE AGGREGATE 13.524 ACRES, MORE OR LESS.

PROJECT NO. 75320-6460-604 & 429-200

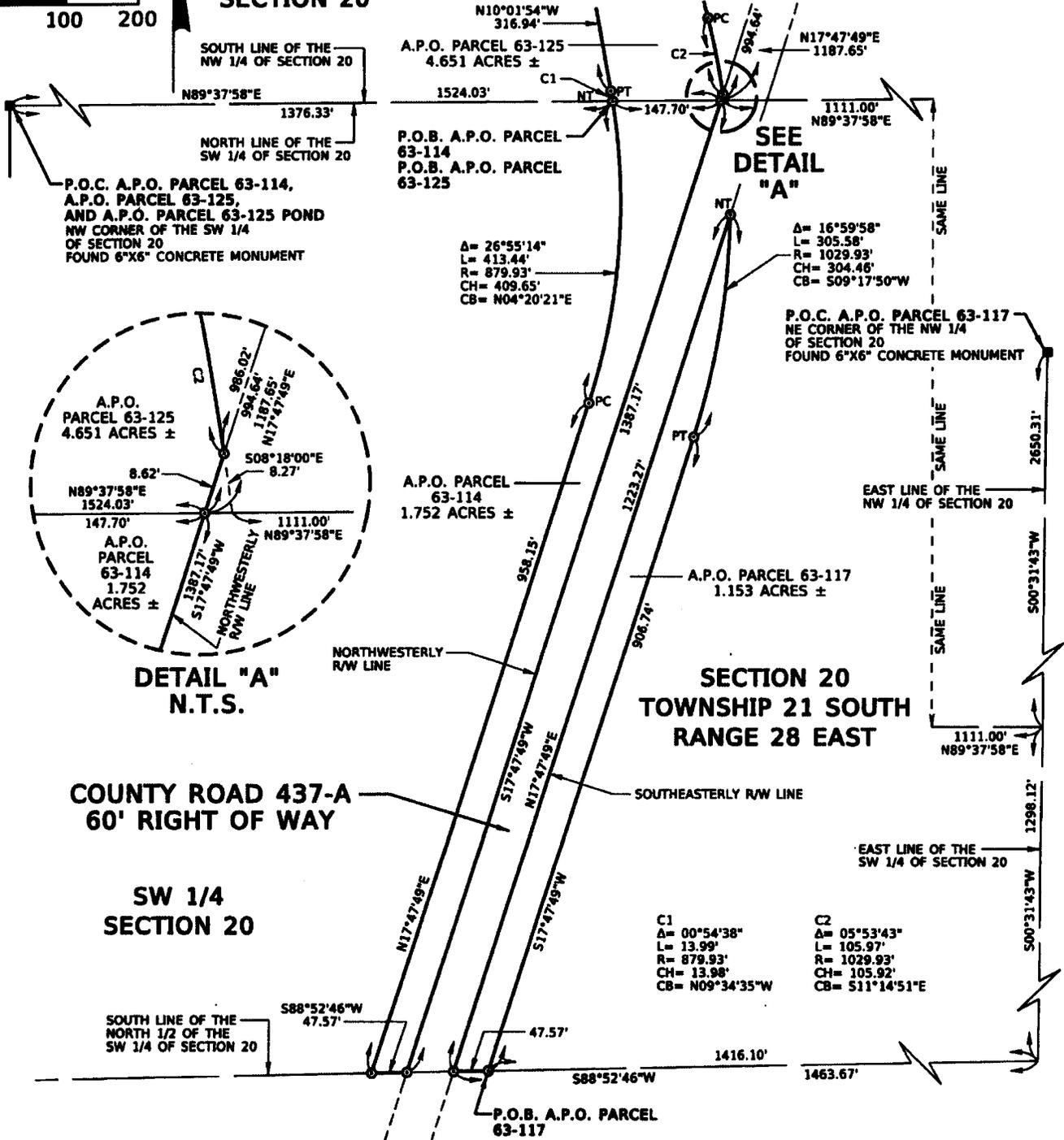
| | | | | |
|-----------------------------|----|--|--|--|
| DATE FEBRUARY 28, 2018 | | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| DRAWN BY I. MUNRO | | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY S. WARE | | | SCALE: N/A | |
| DBS PROJECT NO. 50087135 | | SHEET 8 OF 11 | | |
| REVISION | BY | DATE | | |

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SEC. 20-21-28, BEING N89°37'58"E.

SCALE: 1" = 200'
0 100 200

NW 1/4 SECTION 20

SEE SHEET 10 FOR CONTINUATION



DETAIL "A" N.T.S.

COUNTY ROAD 437-A 60' RIGHT OF WAY

SW 1/4 SECTION 20

SECTION 20 TOWNSHIP 21 SOUTH RANGE 28 EAST

PROJECT NO. 75320-6460-604 & 429-200

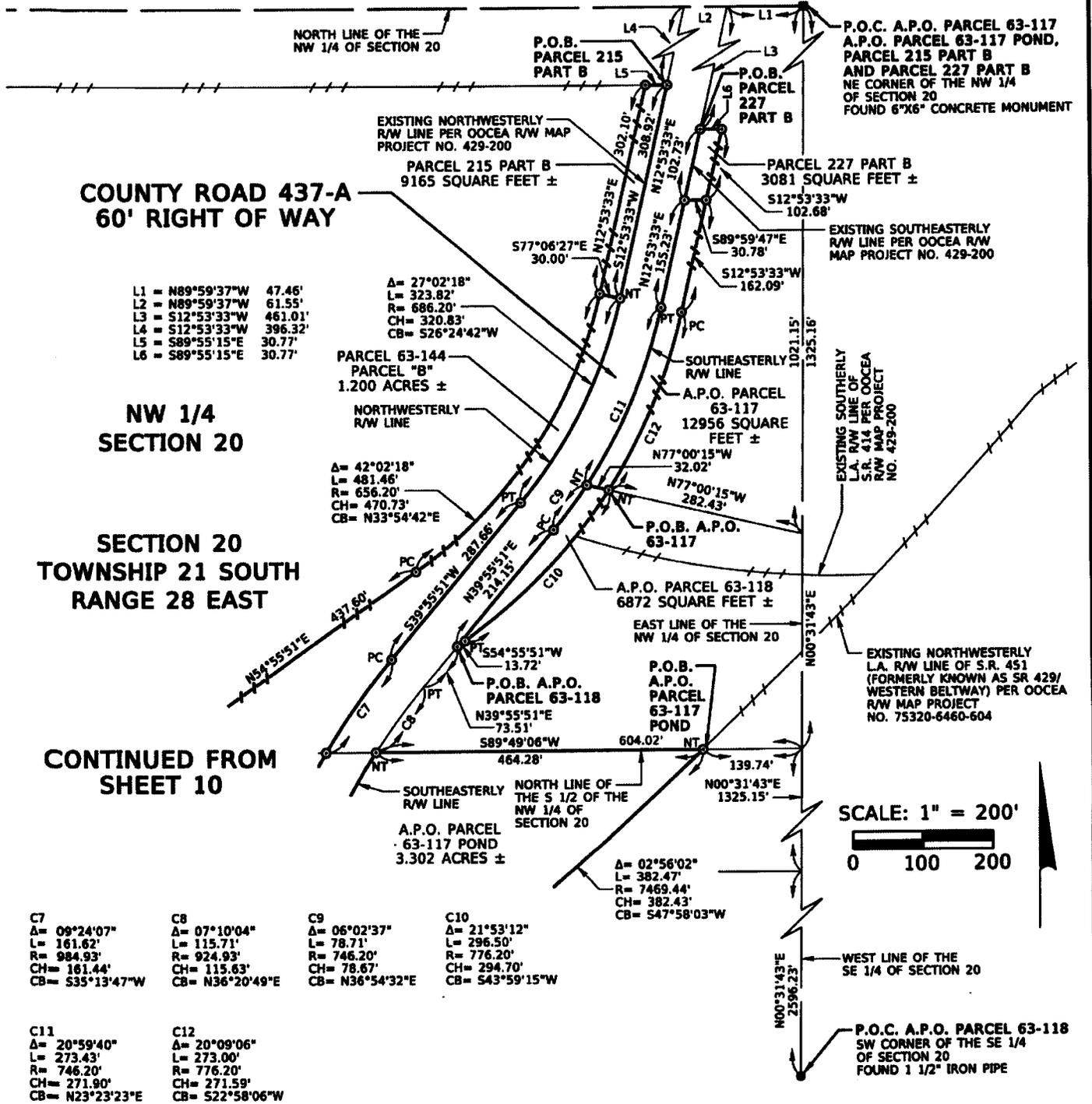
| | | |
|-----------------|-------------------|------|
| DATE | FEBRUARY 28, 2018 | |
| DRAWN BY | J. MUNRO | |
| CHECKED BY | S. WARE | |
| DBS PROJECT NO. | 50087135 | |
| REVISION | BY | DATE |

CERTIFICATION OF AUTHORIZATION No. LS 8011

800 NORTH MAGNOLIA AVENUE
SUITE 3000
ORLANDO, FLORIDA 32803
(407) 843-5120
FAX 407-649-8664

| | |
|--|---------------------------------|
| SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | SCALE: 1"=200' SHEET 9 OF 11 |

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SEC. 20-21-28, BEING N89°37'58"E.



- L1 = N89°59'37"W 47.46'
- L2 = N89°59'37"W 61.55'
- L3 = S12°53'33"W 461.01'
- L4 = S12°53'33"W 396.32'
- L5 = S89°55'15"E 30.77'
- L6 = S89°55'15"E 30.77'

- Δ = 27°02'18"
- L = 323.82'
- R = 686.20'
- CH = 320.83'
- CB = S26°24'42"W

- Δ = 42°02'18"
- L = 481.46'
- R = 656.20'
- CH = 470.73'
- CB = N33°54'42"E

- Δ = 02°56'02"
- L = 382.47'
- R = 7469.44'
- CH = 382.43'
- CB = S47°58'03"W

- | | | | |
|--|--|--|---|
| C7 Δ = 09°24'07" L = 161.62' R = 984.93' CH = 161.44' CB = S35°13'47"W | C8 Δ = 07°10'04" L = 115.71' R = 924.93' CH = 115.63' CB = N36°20'49"E | C9 Δ = 06°02'37" L = 78.71' R = 746.20' CH = 78.67' CB = N36°54'32"E | C10 Δ = 21°53'12" L = 296.50' R = 776.20' CH = 294.70' CB = S43°59'15"W |
|--|--|--|---|

- | | |
|---|---|
| C11 Δ = 20°59'40" L = 273.43' R = 746.20' CH = 271.90' CB = N23°23'23"E | C12 Δ = 20°09'06" L = 273.00' R = 776.20' CH = 271.59' CB = S22°58'06"W |
|---|---|

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

Sheila A. Ware 05/15/2018
SHEILA A. WARE, P.S.M. DATE
LICENSE NUMBER 5529

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

CERTIFICATION OF AUTHORIZATION No. L6 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120
FAX 407-649-8664

SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125

S.R. 429
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

SCALE: 1"=200'
SHEET 11 OF 11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 429 - PROJECT NO. 75320-6460-604
PURPOSE: RIGHT OF WAY TRANSFER

LEGAL DESCRIPTION:

A PORTION OF PARCEL 63-117

RIGHT OF WAY

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT RAILROAD SPIKE AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 17; THENCE N89°56'47"W ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER FOR 30.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MARDEN ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 543, PAGE 3 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N00°08'47"E ALONG SAID RIGHT OF WAY LINE FOR 2270.29 FEET TO THE POINT OF BEGINNING; THENCE S75°23'24"W FOR 182.73 FEET; THENCE S80°31'56"W FOR 196.26 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7809.44 FEET, A CHORD BEARING OF N13°51'35"E AND A CHORD DISTANCE OF 64.03 FEET, THROUGH A CENTRAL ANGLE OF 00°28'11", FOR 64.03 FEET; THENCE S83°27'10"W FOR 76.05 FEET TO A POINT ON THE FACE OF A MECHANICALLY STABILIZED EARTH (MSE) WALL; THENCE RUN ALONG THE FACE OF SAID MSE WALL THE FOLLOWING THREE COURSES: THENCE N80°38'10"W FOR 27.79 FEET; THENCE S83°25'35"W FOR 154.11 FEET; THENCE S68°11'10"W FOR 71.30 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHERLY; THENCE DEPARTING SAID MSE WALL RUN WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 894.93 FEET, A CHORD BEARING OF S67°00'24"W AND A CHORD DISTANCE OF 229.34 FEET, THROUGH A CENTRAL ANGLE OF 14°43'25", FOR 229.98 FEET TO THE POINT OF TANGENCY; THENCE S59°38'41"W FOR 1088.83 FEET; THENCE N67°32'57"W FOR 37.66 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A (OCOE-APOPKA ROAD); THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: N59°38'41"E FOR 650.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 435.87 FEET, A CHORD BEARING OF N52°35'07"E AND A CHORD DISTANCE OF 107.14 FEET, THROUGH A CENTRAL ANGLE OF 14°07'08", FOR 107.41 FEET TO THE POINT OF TANGENCY; THENCE N45°31'33"E FOR 447.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 365.14 FEET, A CHORD BEARING OF N63°41'10"E AND A CHORD DISTANCE OF 227.61 FEET, THROUGH A CENTRAL ANGLE OF 36°19'15", FOR 231.47 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7449.44 FEET, A CHORD BEARING OF S13°29'44"W AND A CHORD DISTANCE OF 68.93 FEET, THROUGH A CENTRAL ANGLE OF 00°31'49", FOR 68.93 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1014.93 FEET, A CHORD BEARING OF N77°21'47"E AND A CHORD DISTANCE OF 105.03 FEET, THROUGH A CENTRAL ANGLE OF 05°55'55", FOR 105.08 FEET TO A POINT ON THE FACE OF A MSE WALL; THENCE RUN ALONG THE FACE OF SAID WALL THE FOLLOWING THREE COURSES: THENCE S81°44'06"E FOR 23.51 FEET; THENCE N83°22'43"E FOR 153.37 FEET; THENCE N68°34'10"E FOR 28.50 FEET; THENCE DEPARTING THE FACE OF SAID MSE WALL, N83°27'10"E FOR 57.50 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: S86°40'27"E FOR 311.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 439.26 FEET, A CHORD BEARING OF S89°03'06"E AND A CHORD DISTANCE OF 36.44 FEET, THROUGH A CENTRAL ANGLE OF 04°45'18", FOR 36.45 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID MARDEN ROAD; THENCE S00°08'47"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 86.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.229 ACRES, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

LEGEND AND ABBREVIATIONS

| | | | | | |
|--------|--|------|---------------------------------|--------|-------------------------|
| Δ | = DELTA (CENTRAL ANGLE) | L | = LENGTH OF CURVE | P.O.B. | = POINT OF BEGINNING |
| A.P.O. | = A PORTION OF | L.A. | = LIMITED ACCESS | P.O.C. | = POINT OF COMMENCEMENT |
| CB | = CHORD BEARING | MSE | = MECHANICALLY STABILIZED EARTH | R | = RADIUS |
| CH | = CHORD DISTANCE | NO. | = NUMBER | R/W | = RIGHT OF WAY |
| C.R. | = COUNTY ROAD | NT | = NON-TANGENT | SEC. | = SECTION |
| FDOT | = FLORIDA DEPARTMENT OF TRANSPORTATION | PC | = POINT OF CURVATURE | S.R. | = STATE ROAD |
| | | PT | = POINT OF TANGENCY | ⊙ | = CHANGE IN DIRECTION |

PROJECT NO. 75320-6460-604

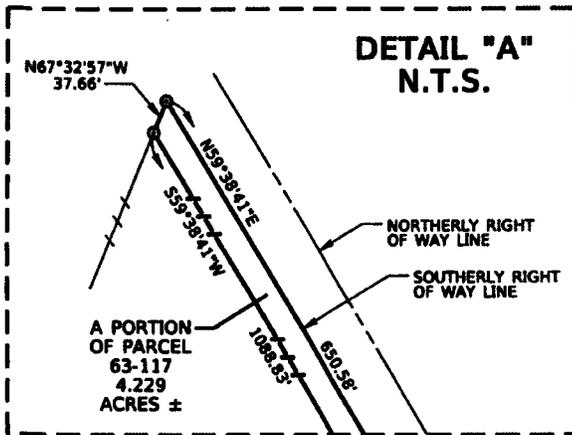
| | | | | |
|-----------------|----------------|--|--|--------------|
| DATE | APRIL 21, 2017 |  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY | J.MUNRO | | A PORTION OF PARCEL 63-117 | |
| CHECKED BY | S.WARE | | | |
| DBS PROJECT NO. | 50087135 | | S.R. 429 | SCALE: N/A |
| REVISION | BY | DATE | CENTRAL FLORIDA EXPRESSWAY AUTHORITY | SHEET 1 OF 2 |
| | | | ORANGE COUNTY, FLORIDA | |

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SEC. 17-21-28, BEING S00°08'47"W.

SEE DETAIL "A" FOR CONTINUATION

SECTION 17
TOWNSHIP 21 SOUTH
RANGE 28 EAST

SCALE: 1" = 200'



L1 = S83°27'10"W 76.05'
L2 = N80°38'10"W 27.79'

SE 1/4 SECTION 17

SECTION 20
SECTION 17

P.O.C. A.P.O. 63-117
SOUTHEAST CORNER OF THE
SOUTHEAST 1/4 OF SECTION 17
RAILROAD SPIRE

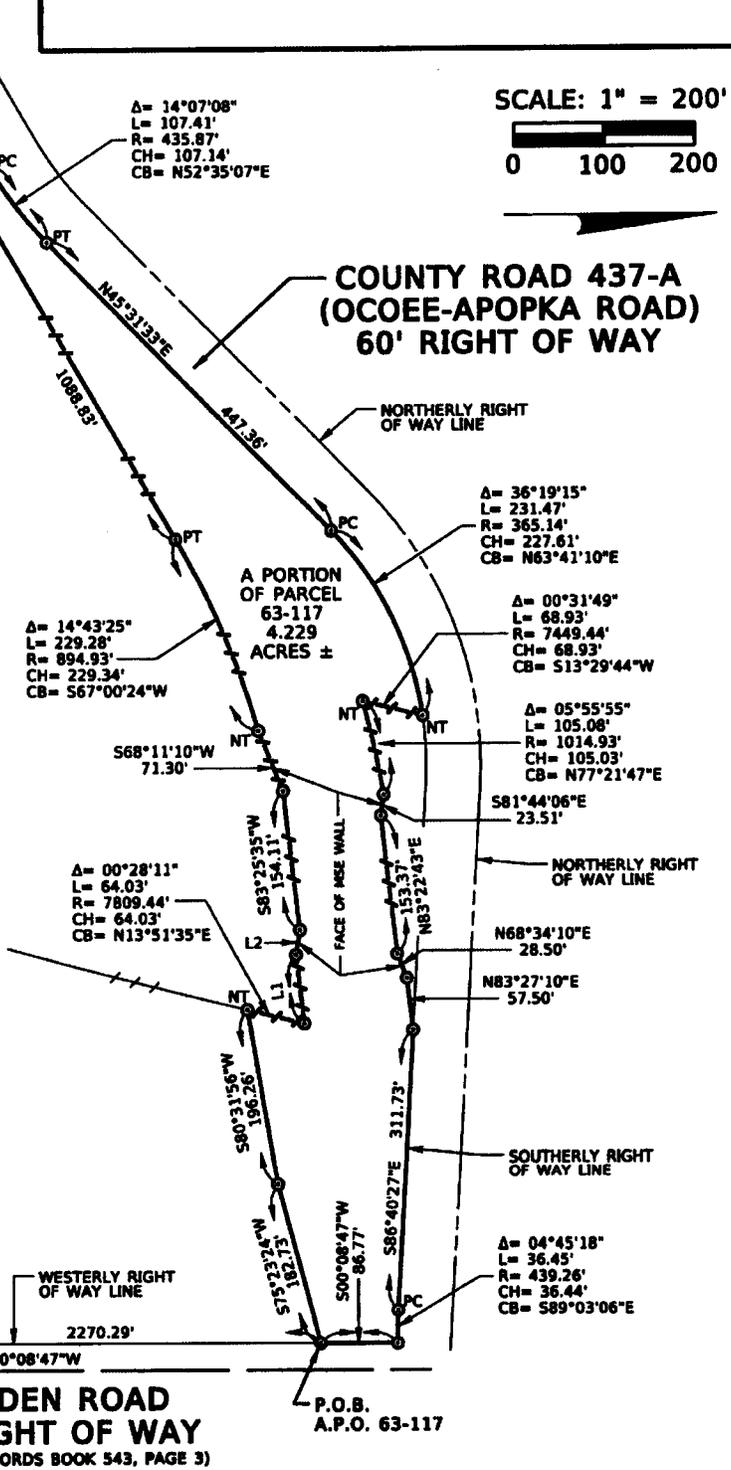
SOUTH LINE OF THE SE 1/4 OF SECTION 17

EAST LINE OF THE SE 1/4 OF SECTION 17

WESTERLY RIGHT OF WAY LINE

MARDEN ROAD
30' RIGHT OF WAY
(OFFICIAL RECORDS BOOK 543, PAGE 3)

P.O.B. A.P.O. 63-117



PROJECT NO. 75320-6460-604

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

Sheila A. Ware
SHEILA A. WARE, P.E.M.
LICENSE NUMBER 5529

05/15/2018
DATE

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

CERTIFICATION OF AUTHORIZATION No. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-3120
FAX 407-849-8664

SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

| | |
|--|--------------------------------|
| A PORTION OF PARCEL 63-117 | |
| S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | SCALE: 1"=200' SHEET 2 OF 2 |

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 PROJECT NO. 200**

**PARCEL 209
PART C**

RIGHT OF WAY

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 (A 4" DIAMETER CONCRETE MONUMENT WITH 3/4" IRON ROD, WITH NO IDENTIFICATION, AS NOW EXISTS); THENCE N00°01'36"E ALONG THE WEST LINE THEREOF A DISTANCE OF 1303.18 FEET TO A POINT ON A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 AND THE POINT OF BEGINNING; THENCE N89°55'35"E ALONG SAID PARALLEL LINE A DISTANCE OF 134.77 FEET; THENCE DEPARTING SAID PARALLEL LINE S00°04'25"E A DISTANCE OF 18.70 FEET; THENCE S82°29'02"E A DISTANCE OF 102.37 FEET; THENCE S85°03'45"E A DISTANCE OF 592.87 FEET; THENCE N28°27'26"E A DISTANCE OF 95.62 FEET TO A POINT ON A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE N89°55'35"E ALONG SAID PARALLEL LINE A DISTANCE OF 221.19 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID PARALLEL LINE 353.69 FEET ALONG THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1817.00 FEET, A CENTRAL ANGLE OF 11°09'11" AND A CHORD BEARING OF S18°23'56"E; THENCE N89°55'14"E A DISTANCE OF 79.43 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE 138.22 FEET ALONG THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 659.49 FEET, A CENTRAL ANGLE OF 12°00'31" AND A CHORD BEARING OF N17°01'07"E TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4; THENCE N00°09'02"E ALONG SAID EAST LINE A DISTANCE OF 233.34 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE S89°55'35"W ALONG THE NORTH LINE THEREOF A DISTANCE OF 1325.59 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE S00°01'36"W ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.041 ACRES, MORE OR LESS

TOGETHER WITH

PARCEL 209
PART D

RIGHT OF WAY

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 (A 4" DIAMETER CONCRETE MONUMENT WITH 3/4" IRON ROD, WITH NO IDENTIFICATION, AS NOW EXISTS); THENCE N00°01'36"E ALONG THE WEST LINE THEREOF A DISTANCE OF 1333.18 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 19; THENCE CONTINUE N00°01'36"E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 19 A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HARMON ROAD AS DESCRIBED IN DEED BOOK 785, PAGE 87, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°55'35"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 134.73 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE N78°14'12"E A DISTANCE OF 99.34 FEET; THENCE N82°28'54"E A DISTANCE OF 506.90 FEET; THENCE S53°06'57"E A DISTANCE OF 142.72 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE OF HARMON ROAD; THENCE S89°55'35"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 713.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.746 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 209
PART E

RIGHT OF WAY

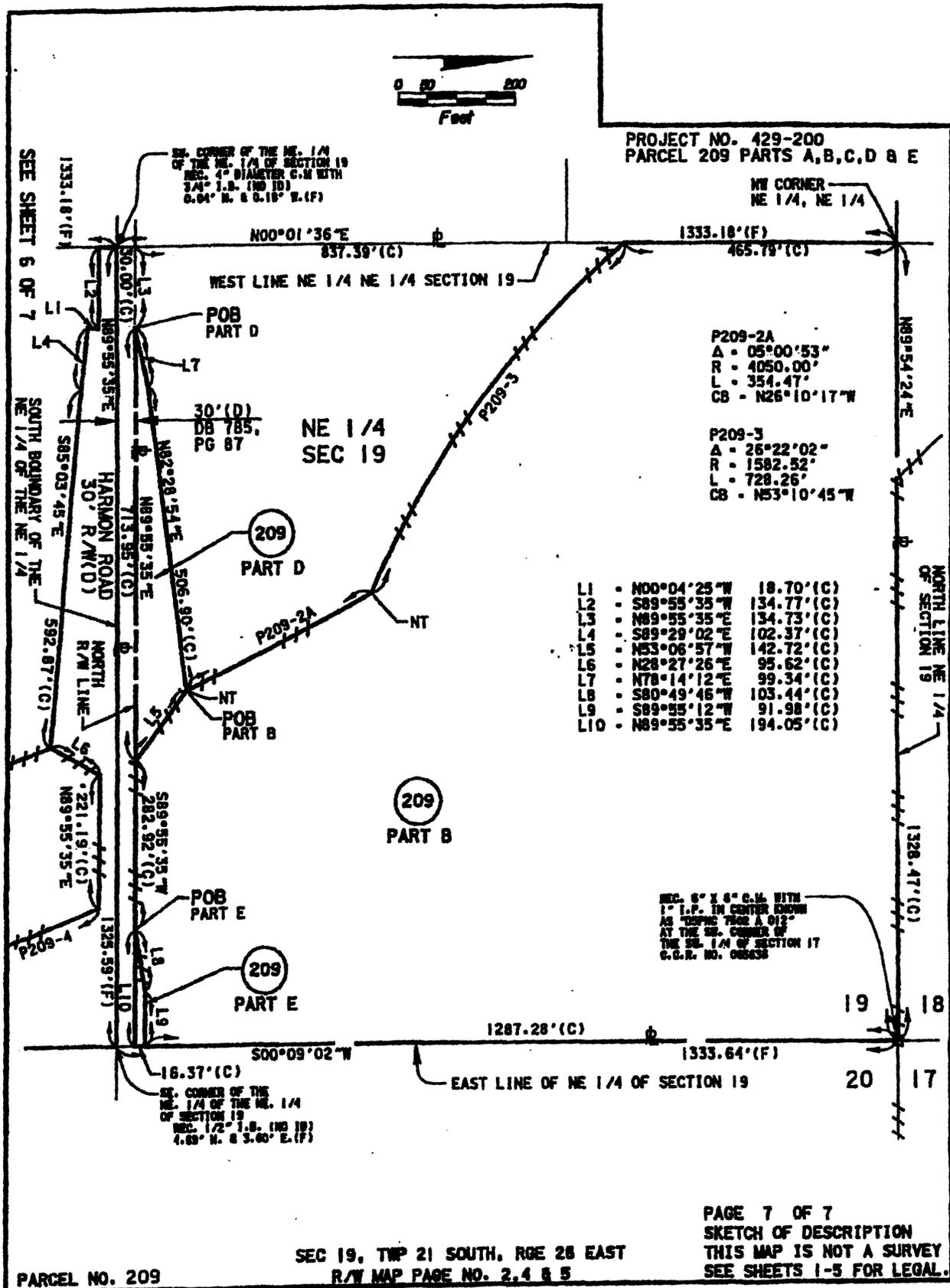
A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 (A 4" DIAMETER CONCRETE MONUMENT WITH 3/4" IRON ROD, WITH NO IDENTIFICATION, AS NOW EXISTS); THENCE N00°01'36"E ALONG THE WEST LINE THEREOF A DISTANCE OF 1333.18 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 19; THENCE CONTINUE N00°01'36"E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 19 A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HARMON ROAD AS DESCRIBED IN DEED BOOK 785, PAGE 87, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°55'35"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1131.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°55'53"E ALONG SAID NORTH RIGHT OF WAY A DISTANCE

OF 194.05 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4; THENCE N00°09'02"E ALONG SAID EAST LINE A DISTANCE OF 16.36 FEET; THENCE LEAVING SAID EAST LINE S89°55'12"W A DISTANCE OF 91.98 FEET; THENCE S80°49'46"W A DISTANCE OF 103.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 2339 SQUARE FEET, MORE OR LESS.

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



SEC 19, TWP 21 SOUTH, RGE 28 EAST
R/W MAP PAGE NO. 2, 4 & 5

PAGE 7 OF 7
SKETCH OF DESCRIPTION
THIS MAP IS NOT A SURVEY
SEE SHEETS 1-5 FOR LEGAL.

PARCEL NO. 209

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PROJECT NO. 429-200

PARCEL 212
PART C

RIGHT OF WAY

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 (A 5/8" IRON BAR WITH CAP STAMPED "FDOT JWG LB 1" AS NOW EXISTS); THENCE S89°38'03"W ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 2638.93 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID SOUTH LINE N00°09'02"E ALONG THE WEST LINE THEREOF A DISTANCE OF 1100.31 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON A NON-TANGENT CURVE; THENCE 246.44 FEET ALONG THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 659.49 FEET, A CENTRAL ANGLE OF 21°24'37" AND A CHORD BEARING OF N33°43'41"E TO A POINT ON A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE N89°49'12"E ALONG SAID PARALLEL LINE A DISTANCE OF 134.37 FEET; THENCE DEPARTING SAID PARALLEL LINE S58°13'21"E A DISTANCE OF 71.52 FEET; THENCE N86°35'28"E A DISTANCE OF 179.83 FEET; THENCE N80°21'23"E A DISTANCE OF 100.25 FEET; THENCE N00°10'48"W A DISTANCE OF 11.24 FEET TO A POINT 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE N89°49'12"E ALONG SAID PARALLEL LINE A DISTANCE OF 714.70 FEET; THENCE DEPARTING SAID PARALLEL LINE S86°12'05"E A DISTANCE OF 132.15 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY OF COUNTY ROAD No. 437A AS RECORDED IN OFFICIAL RECORDS BOOK 5460, PAGE 4800, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N00°56'06"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 39.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID RIGHT OF WAY LINE S89°49'12"W ALONG SAID SOUTH LINE A DISTANCE OF 463.27 FEET TO A POINT ON THE EAST LINE OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE N00°17'28"E ALONG SAID EAST LINE A DISTANCE OF 30.00 FEET TO A POINT ON A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID EAST LINE S89°49'12"W ALONG SAID PARALLEL LINE A DISTANCE OF 383.45 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°10'48"W A DISTANCE OF 11.00 FEET; THENCE N85°09'31"W A DISTANCE OF 101.07 FEET; THENCE S89°55'12"W A DISTANCE OF 120.00 FEET; THENCE S74°22'44"W A DISTANCE OF 75.33 FEET TO A POINT 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE S89°49'12"W ALONG SAID PARALLEL LINE A DISTANCE OF 108.08 FEET; THENCE DEPARTING SAID PARALLEL LINE N75°08'55"W A DISTANCE OF 62.10 FEET; THENCE S89°55'12"W A DISTANCE OF 148.02 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE S00°09'02"W ALONG SAID WEST LINE A DISTANCE OF 46.36 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE CONTINUE S00°09'02"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 A DISTANCE OF 233.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.353 ACRES, ACRES MORE OR LESS.

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

LEGEND

- Δ - CALCULATED VALUE
- CB - CHORD BEARING
- CGR - CERTIFIED CORNER RECORD
- CM - CONCRETE MONUMENT
- CR - CORNER
- CR - COUNTY ROAD
- D - DEED
- EXIST - EXISTING
- F - FIELD
- FND - FOUND
- ID - IDENTIFICATION
- IP - IRON PIPE
- JWG - JONES, WOOD & GENTRY, INC.
- LB - LICENSED BUSINESS
- NT - NON-TANGENT
- OR - OFFICIAL RECORDS
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- P - PROPERTY LINE
- R - RANGE
- REC - RECOVERED
- R/W - RIGHT OF WAY
- SEC - SECTION
- STA - STATION
- TWP - TOWNSHIP



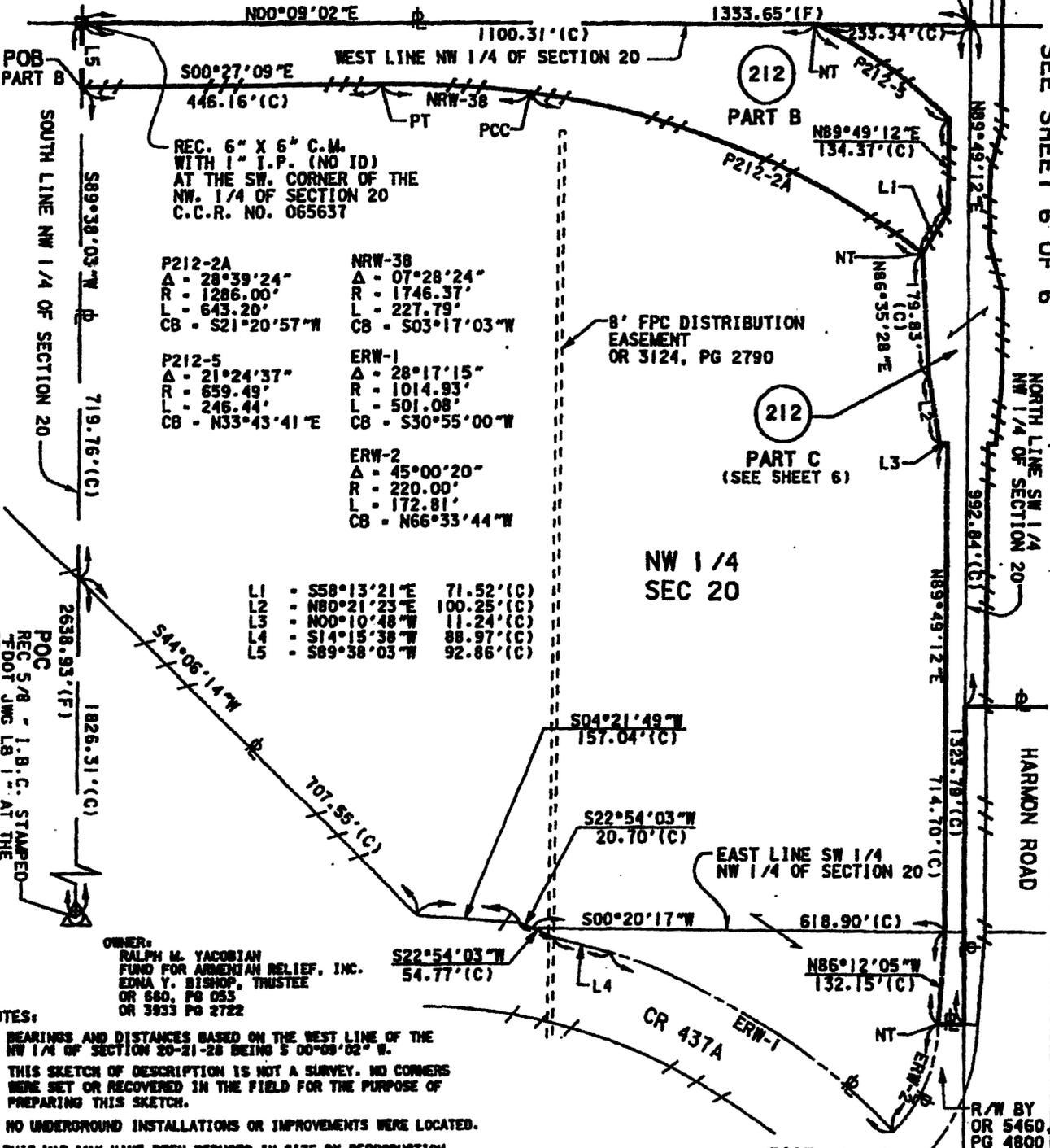
PROJECT NO. 429-200
 PARCEL 212 PARTS A, B, C & D
 NW CORNER SW 1/4
 OF NW 1/4 OF SEC 20
 REC. 1/2" I.B. (NO ID)
 4.69' N. & 3.60' E. (F)

SEE SHEET 6 OF 6

NORTH LINE SW 1/4
 NW 1/4 OF SECTION 20

HARMON ROAD

R/W BY
 OR 5460
 PG 4800



REC. 6" X 6" C.M.
 WITH 1" I.P. (NO ID)
 AT THE SW. CORNER OF THE
 NW. 1/4 OF SECTION 20
 C.C.R. NO. 065637

- | | |
|------------------|------------------|
| P212-2A | NRW-38 |
| Δ - 28°39'24" | Δ - 07°28'24" |
| R - 1286.00' | R - 1746.37' |
| L - 643.20' | L - 227.79' |
| CB - S21°20'57"W | CB - S03°17'03"W |
| P212-5 | ERW-1 |
| Δ - 21°24'37" | Δ - 28°17'15" |
| R - 659.49' | R - 1014.93' |
| L - 246.44' | L - 501.08' |
| CB - N33°43'41"E | CB - S30°55'00"W |
| | ERW-2 |
| | Δ - 45°00'20" |
| | R - 220.00' |
| | L - 172.81' |
| | CB - N66°33'44"W |

- | | | |
|----|---------------|------------|
| L1 | • S58°13'21"E | 71.52'(C) |
| L2 | • N80°21'23"E | 100.25'(C) |
| L3 | • N00°10'48"W | 11.24'(C) |
| L4 | • S14°15'38"W | 88.97'(C) |
| L5 | • S89°38'03"W | 92.86'(C) |

OWNER:
 RALPH M. YACOBIAN
 FUND FOR ARMENIAN RELIEF, INC.
 EDNA Y. BISHOP, TRUSTEE
 OR 680, PG 053
 OR 3933 PG 2722

- NOTES:
1. BEARINGS AND DISTANCES BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 20-21-28 BEING S 00°09'02" W.
 2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH.
 3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.
 4. THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

PAGE 5 OF 6
 SKETCH OF DESCRIPTION
 THIS MAP IS NOT A SURVEY
 SEE SHEETS 1-4 FOR LEGAL.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429 – PROJECT No. 429-200
PURPOSE: RIGHT OF WAY**

**PARCEL 215
PART C**

RIGHT OF WAY

**A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHWEST ¼ OF SECTION 20,
TOWNSHIP 21, SOUTH, RANGE 28 EAST, ORANGE COUTNY, FLORIDA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 20 (A 6"
X 6" CONCRETE MONUMENT WITH 1" IRON PIPE AS NOW EXISTS); THENCE N89°59'43"W,
ALONG THE NORTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 1586.15 FEET; THENCE
CONTINUE N89°59'43"W A DISTANCE OF 74.00 FEET TO A POINT ON THE WEST LINE OF THE
EAST ¼ OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼; THENCE LEAVING SAID NORTH LINE
S00°17'28"W A DISTANCE OF 1300.46 FEET TO THE POINT OF BEGINNING; THENCE LEAVING
SAID WEST LINE N89°49'12"E A DISTANCE OF 330.97 FEET TO A POINT ON THE WEST LINE OF
THE NORTHEAST ¼ OF SAID NORHTWEST ¼; THENCE LEAVING SAID WEST LINE S86°12'55"E A
DISTANCE OF 132.77 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF
COUNTY ROAD 437A AS SHOWN ON THE SR 451 RIGHT OF WAY MAPS FORMERLY KNOWN AS
SR 429 / WESTERN BELTWAY OOCEA PROJECT No. 7532-6460-604; THENCE S00°56'06"W
ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 20.82 FEET TO A POINT ON THE SOUTH LINE
OF THE NORTHEAST ¼ OF SAID NORTHWEST 1/4; THENCE LEAVING SAID RIGHT OF WAY LINE
S89°49'12"W ALONG SAID SOUTH LINE A DISTANCE OF 132.32 FEET TO THE SOUTHEAST
CORNER OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼; THENCE S89°49'12"W ALONG THE
SOUTH LINE THEREOF A DISTANCE OF 330.95 FEET TO THE SOUTHWEST CORNER OF THE EAST
¼ OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼; THENCE LEAVING SAID SOUTH LINE
N00°17'28"E ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE POINT OF
BEGINNING.**

CONTAINING 13.294 SQUARE FEET, MORE OR LESS

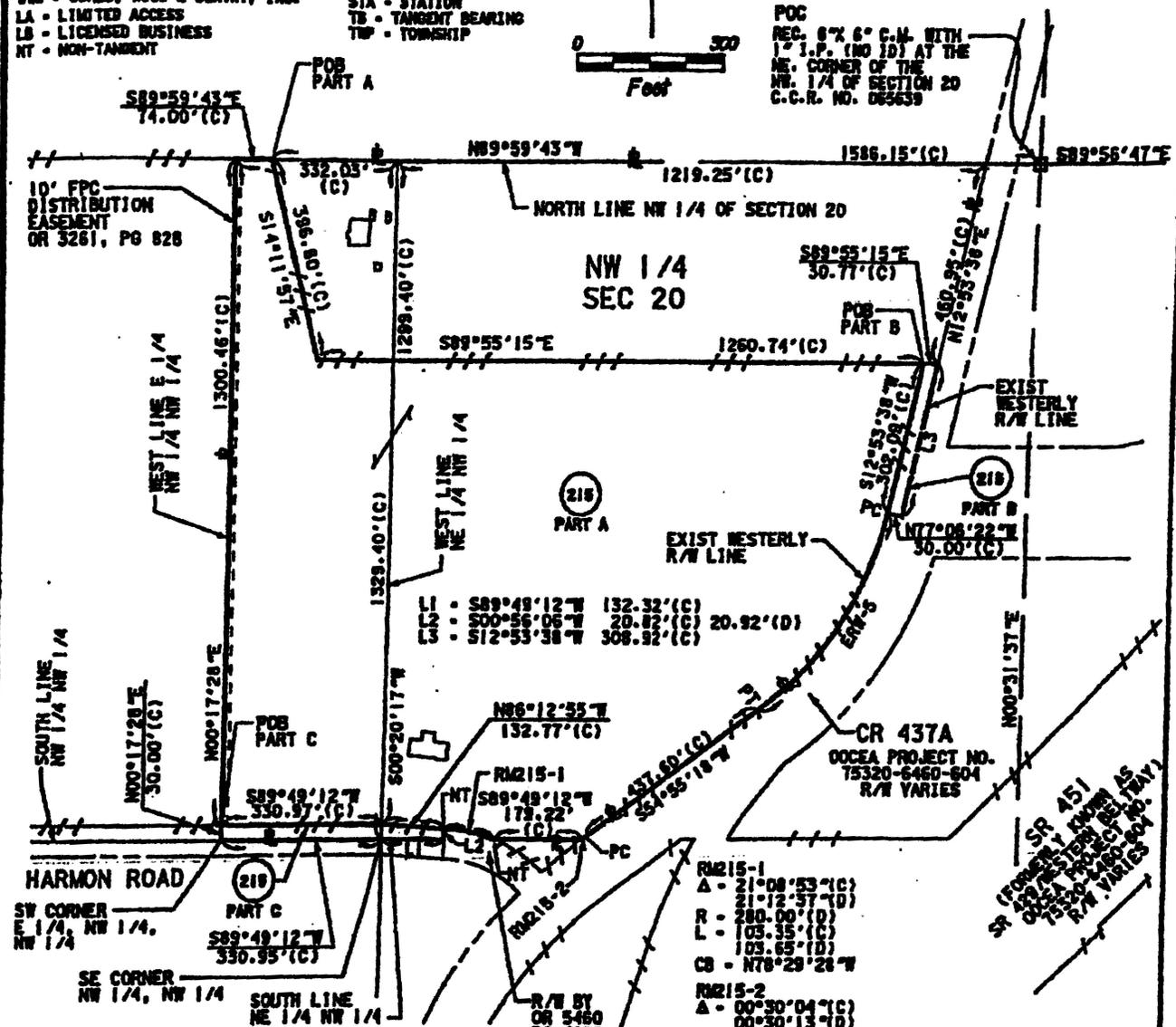
**RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY
STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY
PROPERTY ADJOINING SAID RIGHT OF WAY.**

LEGEND

C - CALCULATED VALUE
 CB - CHORD BEARING
 CCR - CERTIFIED CORNER RECORD
 CM - CONCRETE MONUMENT
 CR - CORNER
 CR - COUNTY ROAD
 D - DEED
 EXIST - EXISTING
 F - FIELD
 FND - FOUND
 ID - IDENTIFICATION
 IP - IRON PIPE
 JWB - JONES, WOOD & GENTRY, INC.
 LA - LIMITED ACCESS
 LB - LICENSED BUSINESS
 NT - NON-TANGENT

OR - OFFICAL RECORDS
 PG - PAGE
 PC - POINT OF CURVATURE
 PCC - POINT OF COMPOUND CURVATURE
 PT - POINT OF TANGENCY
 PGB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT
 PL - PROPERTY LINE
 R - RANGE
 REC - RECOVERED
 R/W - RIGHT OF WAY
 SEC - SECTION
 STA - STATION
 TB - TANGENT BEARING
 TWP - TOWNSHIP

PROJECT NO. 429-200
 PARCEL 215 PARTS A, B & C



POC
 REC. 8" X 6" C.M. WITH
 1" I.P. (NO ID) AT THE
 NE. CORNER OF THE
 NW. 1/4 OF SECTION 20
 C.C.R. NO. 065639



- NOTES:**
1. BEARINGS AND DISTANCES BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 20-21-28 BEING S 89°59'43" E.
 2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH.
 3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.
 4. THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
 5. PARCEL 215 IS SUBJECT TO:
 - A) EASEMENT AND RIGHT OF WAY FOR WATER PIPE PER DEED BOOK 406, PAGE 193.
 - B) EASEMENTS IN FAVOR OF FLORIDA PUBLIC SERVICE CO. PER MISC. BOOK 41, PAGE 347, MISC. BOOK 41, PAGE 431 AND MISC. BOOK 41, PAGE 432.

RM215-1
 Δ - 21°08'53"(C)
 R - 21°12'37"(D)
 L - 280.00'(D)
 L - 103.35'(C)
 L - 103.65'(D)
 CB - N78°29'28"W

RM215-2
 Δ - 00°30'04"(C)
 R - 00°30'13"(D)
 L - 1014.93'(D)
 L - 8.88'(C)
 L - 8.92'(D)
 CB - S54°40'16"W

ERW-5
 Δ - 42°01'40"
 R - 656.20'
 L - 481.34'
 CB - S33°54'28"W

OWNER:
 HARMON ROAD PROJECT, INC. & ROBERT E. HOLSTON
 OR 6033, PG 1518
 OR 5112, PG 075T

PAGE 4 OF 4
 SKETCH OF DESCRIPTION
 THIS MAP IS NOT A SURVEY
 SEE SHEETS 1-3 FOR LEGAL.

PARCEL NO. 215

SEC 20, TWP 21 SOUTH, RGE 28 EAST
 R/W MAP PAGE NO. 2 & 8

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 414 - PROJECT 414-210

PART "B" (RIGHT OF WAY)

A PORTION OF THE SOUTH SEVEN-EIGHTHS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 5328, PAGE 4002, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE IN CENTER (NO ID) MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH; RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°31'48" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1314.98 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89°51'02" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 189.19 FEET TO THE EAST LINE OF THE WEST 189.18 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 00°31'48" WEST ALONG SAID EAST LINE A DISTANCE OF 130.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 130 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE CONTINUE NORTH 00°31'48" WEST ALONG SAID EAST LINE, A DISTANCE OF 990.69 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE SOUTH SEVEN-EIGHTHS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89°52'44" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 694.59 FEET; THENCE SOUTH 00°06'14" WEST, A DISTANCE OF 807.93 FEET; THENCE SOUTH 50°42'32" EAST, A DISTANCE OF 209.04 FEET; THENCE SOUTH 67°37'06" EAST, A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 35°14'43" EAST A DISTANCE OF 71.60 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CORAL HILLS ROAD AS DESCRIBED IN DEED BOOK 347, PAGE 292, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°07'46" WEST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 122.63 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 73°23'12" WEST, A DISTANCE OF 62.70 FEET; THENCE NORTH 22°22'54" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,085 SOJARE FEET, MORE OR LESS.

NOTES:

THIS SKETCH HAS BEEN PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION NO. 04.00169/72818. PREPARED BY FIRST AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 24, 2005.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

ORLANDO-ORANGE
COUNTY EXPRESSWAY
AUTHORITY
STATE ROAD 414



520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

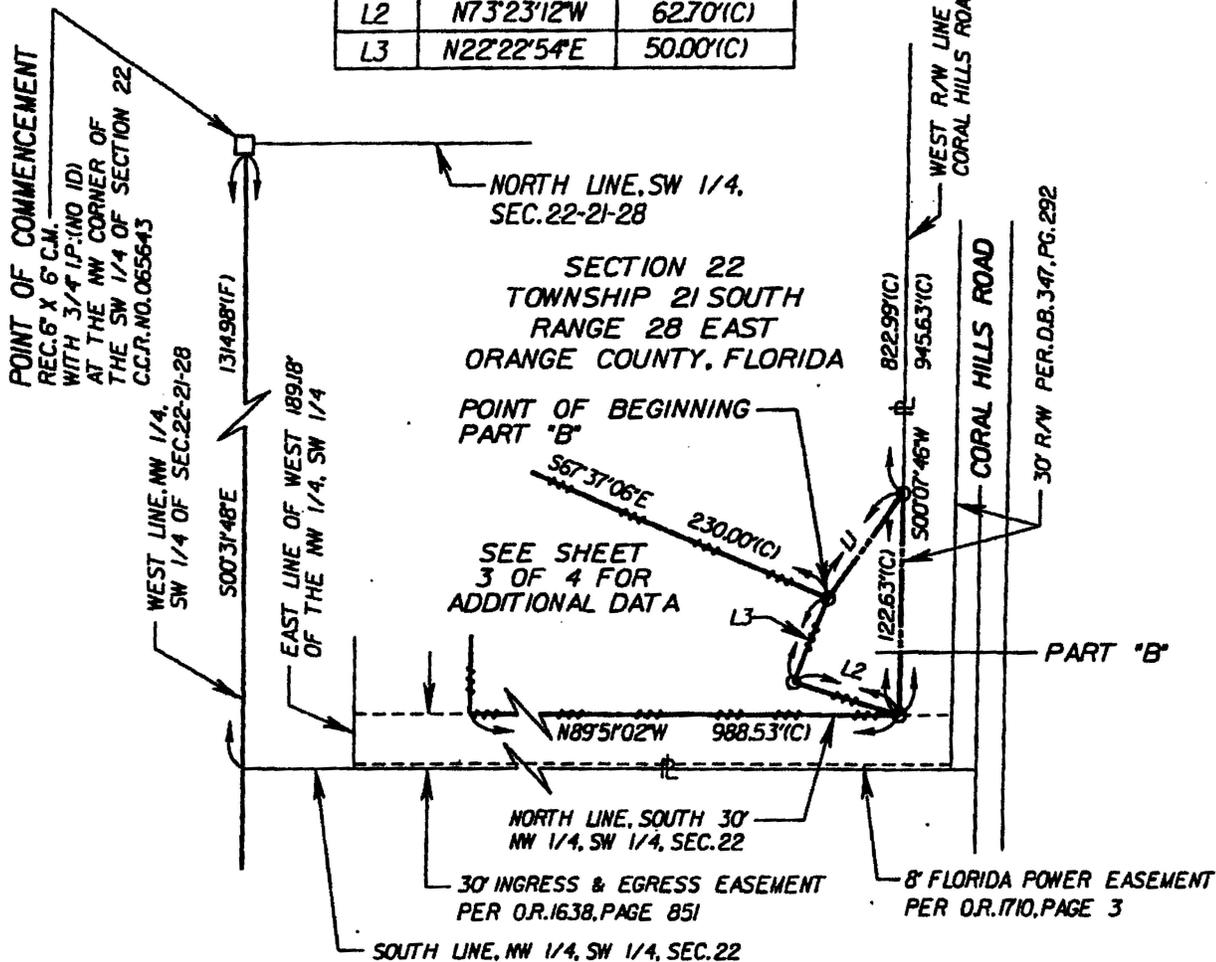
ORANGE COUNTY, FLORIDA

ORLANDO-
ORANGE COUNTY
EXPRESSWAY
AUTHORITY

PARCEL 262

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SEC.22-21-28, BEING S89°52'59"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/1990 ADJUSTMENT.

| LINE TABLE | | |
|------------|-------------|-----------|
| LINE | BEARING | DISTANCE |
| L1 | N35°14'43"E | 71.60'(C) |
| L2 | N73°23'12"W | 62.70'(C) |
| L3 | N22°22'54"E | 50.00'(C) |



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE 'MINIMUM TECHNICAL STANDARDS' AS REQUIRED BY CHAPTER 68G7-6 F.A.C.

[Signature]

JOHN F. CHENEY, P.L.S.
LICENSE NUMBER 4286

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

CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

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

ORANGE COUNTY, FLORIDA

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

PARCEL 262

DRAWING DATE: 04/26/06

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 STATE ROAD 414 - PROJECT NO. 414-210
 RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART "B"

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7600, PAGE 4488, OF THE PUBLIC RECORD OF ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" x 6" CONCRETE MONUMENT WITH A 1" IRON PIPE IN THE CENTER (NO I.D.) MARKING THE SOUTHWEST CORNER OF SECTION 22; THENCE NORTH 00°31'48" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,314.98 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89°51'02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,754.91 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF APOKA - VINELAND ROAD (COUNTY ROAD 435) AS DESCRIBED IN OFFICIAL RECORDS BOOK 3933, PAGE 3878, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5,779.58 FEET AND A CHORD DISTANCE OF 538.84 FEET; THENCE DEPARTING SAID NORTH LINE, FROM A CHORD BEARING OF SOUTH 18°17'54" EAST, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°20'37", AN ARC DISTANCE OF 539.03 FEET TO THE POINT OF TANGENCY THEREOF; THENCE SOUTH 20°58'13" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 247.93 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 68°08'47" WEST, A DISTANCE OF 666.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 68°08'47" WEST, A DISTANCE OF 62.15 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CORAL HILLS ROAD; THENCE SOUTH 00°07'46" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 125.06 FEET; THENCE SOUTH 89°52'14" EAST, A DISTANCE OF 15.99 FEET; THENCE NORTH 22°22'54" EAST, A DISTANCE OF 110.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,427 SQUARE FEET, MORE OR LESS.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

ORLANDO-ORANGE
 COUNTY EXPRESSWAY
 AUTHORITY
 STATE ROAD 414



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

ORANGE COUNTY, FLORIDA

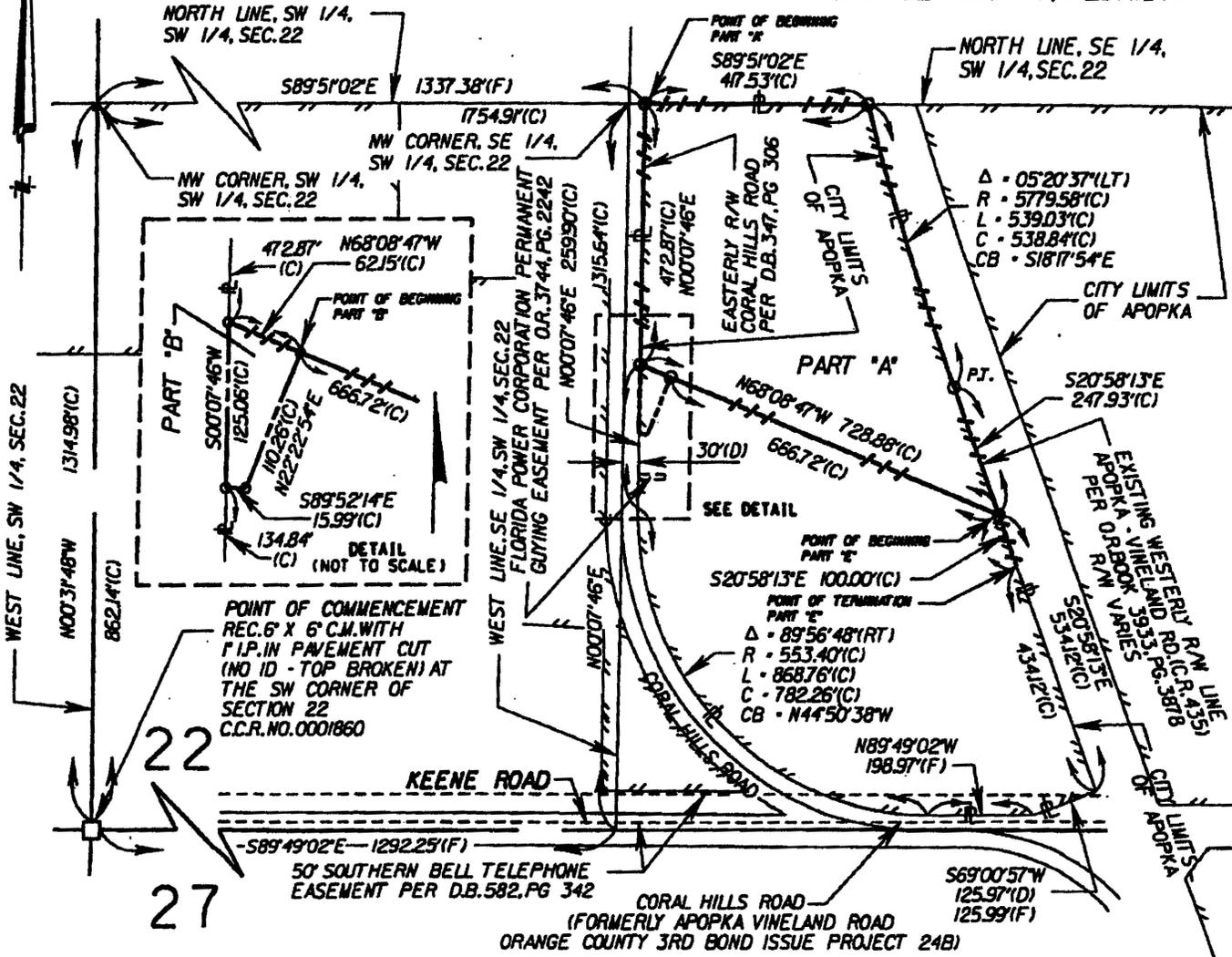
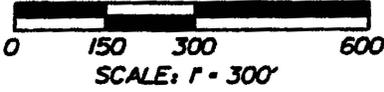
ORLANDO-
 ORANGE COUNTY
 EXPRESSWAY
 AUTHORITY

PARCEL 266

DRAWING DATE: 08/08/06

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SEC. 22-21-28, BEING S89°51'02"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, N.A.D. 1983/1990 ADJUSTMENT.

SECTION 22
TOWNSHIP 21 SOUTH
RANGE 28 EAST
ORANGE COUNTY, FLORIDA



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 414

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

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

ORANGE COUNTY, FLORIDA
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PARCEL 266
DRAWING DATE: 08/08/06

ATTACHMENT "C"

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

DOC# 20180460203
08/03/2018 08:30:34 AM Page 1 of 45
Rec Fee: \$384.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CENTRAL FLORIDA EXPRESSWA



For Recording Purposes Only

Projects 429-604, 429-200A, 429-200

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 29th day of June, 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 Maitland Boulevard Extension S.R. 429 / 414 Systems Interchange Project No. 429-200, the S.R. 429 Interchange with C.R. 437A (a/k/a Ocoee-Apopka Road) Project No. 429-200A, and the Western Beltway S.R. 429 Project 75320-6460-604, are 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 into 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 the jurisdictional limits of the City, either now or in the foreseeable future, as more particularly described in **Exhibit "1"** attached hereto; and

WHEREAS, CFX affirms and City acknowledges that CFX reserves unto itself, its successors and assigns the Permanent Drainage Easement recorded in the Official Records of Orange County, Florida, as Document Number 1998-0120140 at O.R. Book 5447 and Page 2165; 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-ways as itemized 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, if and when the

City acquires additional portions of local road right-of-way, the Easement Property shall encompass the additional portion of the local 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 appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever

and 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]

For Recording Purposes Only

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.

[Signature]
Stacy VanCamp
(Print Name)

By: [Signature]
Title: Mayor
Print: Bryan Nelson
Date: 6-12-18

[Signature]
Linda F Goff
(Print Name)

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

Legal Counsel:
By: [Signature]
Print: Clifford B. Shepard
Date: 6-20-18

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 Bryan Nelson as Mayor, 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]
(Signature of Notary Public)
Linda F Goff
(Print or Type Name of Notary Public)



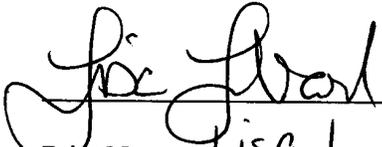
Notary Public, State of Florida
Commission No. & Expiration FF 994463 7/4/20

For Recording Purposes Only

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

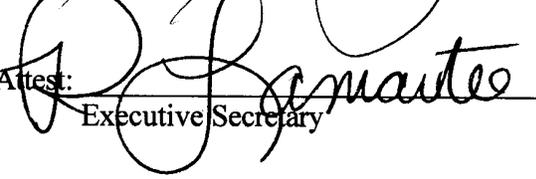
Signed, sealed and delivered
in the presence of:

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


Print Name: Lisa Lombard

By: 
Laura Kelley, Executive Director


Print Name: Ruth Valentin

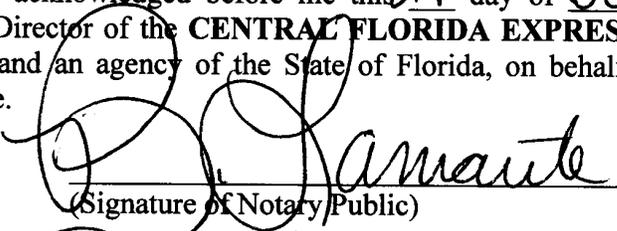
Attest: 
Executive Secretary

APPROVED AS TO FORM AND
LEGALITY this 29th day of June,
2018, for use and reliance by Central Florida
Expressway Authority Only

By: 
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of June ;
2018, by Laura Kelley, as Executive Director of the **CENTRAL FLORIDA EXPRESSWAY**
AUTHORITY, a public corporation and an agency of the State of Florida, on behalf of the
agency. She is personally known to me.


(Signature of Notary Public)



REGLA LAMAUTE
MY COMMISSION # FF 897031
EXPIRES: November 6, 2019
Bonded Thru Budget Notary Services

Regla Lamaute
(Print or Type Name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration Nov. 6, 2019

For Recording Purposes Only

EXHIBIT "1"
("Easement Property")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 PARCEL 204, PROJECT 429-200A

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9142, PAGE 4035, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE SOUTH 11°58'32" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 254.66 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 7-1/2 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN NORTH 89°01'55" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 42.66 FEET; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 11°58'32" WEST, A DISTANCE OF 93.87 FEET; THENCE SOUTH 18°27'01" WEST, A DISTANCE OF 368.70 FEET TO A POINT ON AFORESAID EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 450.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,320 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

A PORTION OF PARCEL 204A, PROJECT 429-200A

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4885, PAGE 2413, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST, ALONG

CONTINUED ON SHEET 2

- A = DELTA (CENTRAL ANGLE)
- A.P.O. = A PORTION OF
- CB = CHORD BEARING
- CH = CHORD DISTANCE
- C.R. = COUNTY ROAD
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- L = LENGTH OF CURVE
- L.A. = LIMITED ACCESS

LEGEND AND ABBREVIATIONS

- MSE = MECHANICALLY STABILIZED EARTH
- NO. = NUMBER
- NT = NON-TANGENT
- OOCEA = ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.T. = POINT OF TERMINATION
- R = RADIUS
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.R. = STATE ROAD
- ⊙ = CHANGE IN DIRECTION

PROJECT NO. 429-200A & 75320-6460-604

| | |
|----------------------|----------------|
| DATE | MARCH 08, 2018 |
| DRAWN BY | M.ROLLINS |
| CHECKED BY | S.WARE |
| DEWBERRY PROJECT NO. | 50087135 |
| | |
| | |
| | |
| | |
| REVISION | BY DATE |

CERTIFICATION OF AUTHORIZATION No. LB 8011



800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 843-5120
 FAX 407-649-8664

| | |
|--|---------------|
| SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | SCALE: N/A |
| | SHEET 1 OF 12 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:

CONTINUED FROM SHEET 1

A PORTION OF PARCEL 204A, PROJECT 429-200A (CONTINUED)

THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A FOR THE POINT OF BEGINNING; THENCE NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 56.89 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN SOUTH 29°52'07" EAST, A DISTANCE OF 62.32 FEET; THENCE SOUTH 11°58'32" WEST, A DISTANCE OF 255.57 FEET TO A POINT ON THE EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS SHOWN ON AFORESAID RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTH 7-1/2 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 29; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE RUN SOUTH 89°01'55" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 42.66 FEET TO A POINT ON AFORESAID EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 11°58'32" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 254.66 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE POINT OF BEGINNING.

CONTAINING 11,790 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

A PORTION OF PARCEL 63-110, PROJECT 75320-6460-604

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY

CONTINUED ON SHEET 3

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------|----------------|--|---|---------------|
| DATE | MARCH 08, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-9120 FAX 407-849-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| DRAWN BY | M.ROLLINS | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | | |
| DEWBERRY PROJECT NO. | 50087135 | | SCALE: N/A | SHEET 2 OF 12 |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 2

A PORTION OF PARCEL 63-110, PROJECT 75320-6460-604 (CONTINUED)

EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE DEPARTING SAID NORTH LINE RUN NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 56.89 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 11°58'32" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 524.65 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN SOUTH 29°52'07" EAST, A DISTANCE OF 19.33 FEET; THENCE SOUTH 12°06'53" WEST, A DISTANCE OF 97.41 FEET TO A POINT ON THE FACE OF A MECHANICALLY STABILIZED EARTH (MSE) WALL; THENCE RUN ALONG THE FACE OF SAID MSE WALL THE FOLLOWING THREE COURSES AND DISTANCES: THENCE SOUTH 27°11'21" WEST, A DISTANCE OF 41.46 FEET; THENCE SOUTH 11°57'13" WEST, A DISTANCE OF 213.48 FEET; THENCE SOUTH 03°13'14" EAST, A DISTANCE OF 82.54 FEET; THENCE DEPARTING SAID MSE WALL, SOUTH 23°17'23" EAST, A DISTANCE OF 31.31 FEET; THENCE SOUTH 11°58'32" WEST, A DISTANCE OF 100.56 FEET; THENCE NORTH 29°52'07" WEST, A DISTANCE OF 62.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,073 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

A PORTION OF PARCEL 219 PART A, PROJECT 429-200A

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8911, PAGE 3226, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE DEPARTING SAID NORTH LINE RUN NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 581.54 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 325.76 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN SOUTH 78°01'28" EAST, A DISTANCE OF 13.72 FEET; THENCE SOUTH 12°06'53" WEST, A DISTANCE OF 340.16 FEET;

CONTINUED ON SHEET 4

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------|----------------|--|---|--|
| DATE | MARCH 08, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| DRAWN BY | PL.ROLLINS | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | SCALE: N/A | |
| DEWBERRY PROJECT NO. | 50087125 | | SHEET 3 OF 12 | |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 3

A PORTION OF PARCEL 219 PART A, PROJECT 429-200A (CONTINUED)

THENCE NORTH 29°52'07" WEST, A DISTANCE OF 19.33 TO THE POINT OF BEGINNING.

CONTAINING 4,435 SQUARE FEET, MORE OR LESS.

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

AND

RESERVING UNTO GRANTOR ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY PROPERTY ADJOINING THE FOLLOWING DESCRIBED LINE:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE DEPARTING SAID NORTH LINE RUN NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 907.30 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN SOUTH 78°01'28" EAST, A DISTANCE OF 13.72 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 12°06'53" WEST, A DISTANCE OF 83.33 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH

PARCEL 219 PART B, PROJECT 429-200A

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8911, PAGE 3226, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF

CONTINUED ON SHEET 5

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------------------|--|--|--|---------------|
| DATE MARCH 08, 2018 | | CERTIFICATION OF AUTHORIZATION No. LB 9011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-849-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY M.ROLLINS | | | PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| CHECKED BY S.WARE | | | S.R. 429 | |
| DEWBERRY PROJECT NO. 50087135 | | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| REVISION | | BY | | SCALE: N/A |
| | | DATE | | SHEET 4 OF 12 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 4

PARCEL 219 PART B, PROJECT 429-200A (CONTINUED)

195.45 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE DEPARTING SAID NORTH LINE RUN NORTH 11°58'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 907.30 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 11°58'32" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 226.55 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5699.58 FEET; THENCE FROM A CHORD BEARING OF NORTH 12°50'52" EAST; RUN NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°44'41", AN ARC DISTANCE OF 173.55 FEET; THENCE DEPARTING SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 04°13'20" WEST, A DISTANCE OF 109.08 FEET; THENCE SOUTH 12°41'19" WEST, A DISTANCE OF 292.02 FEET; THENCE NORTH 78°01'28" WEST, A DISTANCE OF 13.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,466 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

PARCEL 217, PROJECT 429-200A

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6062, PAGE 1398, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD IN A CONCRETE DITCH WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°11'18" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND ALONG THE EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A, A DISTANCE OF 1333.59 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°34'39" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 402.08 FEET FOR THE POINT OF BEGINNING, SAID POINT LYING 16.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EXISTING WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON SAID RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 5775.58 FEET; THENCE DEPARTING SAID NORTH LINE AND

CONTINUED ON SHEET 6

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------|----------------|--|---|---------------|
| DATE | MARCH 08, 2018 | CERTIFICATION OF AUTHORIZATION No. LS 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-849-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| DRAWN BY | M.ROLLINS | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | | |
| DEWBERRY PROJECT NO. | 50087133 | | SCALE: N/A | SHEET 5 OF 12 |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 5

PARCEL 217, PROJECT 429-200A (CONTINUED)

SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE FROM A CHORD BEARING OF NORTH 16°12'28" EAST, RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°04'43", AN ARC DISTANCE OF 411.14 FEET; THENCE DEPARTING SAID CURVE, RUN SOUTH 71°45'10" EAST ALONG A RADIAL LINE, A DISTANCE OF 16.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 5759.58 FEET; THENCE FROM A CHORD BEARING OF SOUTH 16°13'48" WEST, RUN SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°02'03", AN ARC DISTANCE OF 405.54 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29; THENCE SOUTH 88°34'39" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 16.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,533 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

PARCEL 218 PART B, PROJECT 429-200A

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6134, PAGE 3730, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD IN A CONCRETE DITCH WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°11'18" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND ALONG THE EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A, A DISTANCE OF 1333.59 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°34'39" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 407.27 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE CONTINUE NORTH 88°34'39" EAST ALONG SAID NORTH LINE, A DISTANCE OF 11.42 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON SAID RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 5759.58 FEET; THENCE FROM A CHORD BEARING OF SOUTH 13°05'39" WEST, RUN SOUTHERLY, ALONG SAID RIGHT OF WAY LINE, AND ALONG THE

CONTINUED ON SHEET 7

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------|----------------|--|---|---------------|
| DATE | MARCH 08, 2018 | CERTIFICATION OF AUTHORIZATION No. LS 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-849-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| DRAWN BY | M.ROLLINS | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | | |
| DEWBERRY PROJECT NO. | 50087135 | | SCALE: N/A | SHEET 6 OF 12 |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:

CONTINUED FROM SHEET 6

PARCEL 218 PART B, PROJECT 429-200A (CONTINUED)

ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°14'15", AN ARC DISTANCE OF 224.91 FEET TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 11°58'32" WEST, A DISTANCE OF 470.32 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 29°46'11" WEST, A DISTANCE OF 79.34 FEET; THENCE NORTH 16°24'21" EAST, A DISTANCE OF 127.20 FEET; THENCE NORTH 13°33'47" EAST A DISTANCE OF 216.55 FEET; THENCE NORTH 30°42'05" EAST A DISTANCE OF 62.30 FEET; THENCE NORTH 14°31'23" EAST, A DISTANCE OF 231.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,964 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

A PORTION OF PARCEL 63-110 AND A PORTION OF PARCEL 63-112, PROJECT 75320-6460-604

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 89°01'55" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 133.89 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, AS MONUMENTED AND SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-200A; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°58'32" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 114.02 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 78°00'18" WEST, A DISTANCE OF 52.83 FEET; THENCE NORTH 11°58'32" EAST, A DISTANCE OF 219.50 FEET TO A POINT ON THE FACE OF A MECHANICALLY STABILIZED EARTH (MSE) WALL; THENCE RUN ALONG THE FACE OF SAID MSE WALL THE FOLLOWING THREE COURSES AND DISTANCES; THENCE NORTH 26°59'06" EAST, A DISTANCE OF 21.23 FEET; THENCE NORTH 11°57'15" EAST, A DISTANCE OF 213.54 FEET; THENCE NORTH 03°20'06" WEST, A DISTANCE OF 20.52 FEET; THENCE DEPARTING SAID MSE WALL RUN NORTH 11°58'32" EAST, A DISTANCE OF 149.14 FEET; THENCE SOUTH 29°46'11" EAST, A DISTANCE OF 79.34 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF

CONTINUED ON SHEET 8

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------------------|--|--|--|--|
| DATE MARCH 08, 2018 | | CERTIFICATION OF AUTHORIZATION No. LB 0011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY M.ROLLINS | | | PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| CHECKED BY S.WHARE | | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| DEWBERRY PROJECT NO. 50087135 | | SCALE: N/A | | |
| REVISION | | SHEET 7 OF 12 | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 429-200A &
 75320-6460-604
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 7

A PORTION OF PARCEL 63-110 AND A PORTION OF PARCEL 63-112, PROJECT 75320-6460-604
 (CONTINUED)

WAY LINE OF COUNTY ROAD 437-A; THENCE SOUTH 11°58'32" WEST ALONG SAID WESTERLY
 RIGHT OF WAY LINE, A DISTANCE OF 563.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.690 ACRES MORE OR LESS.

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

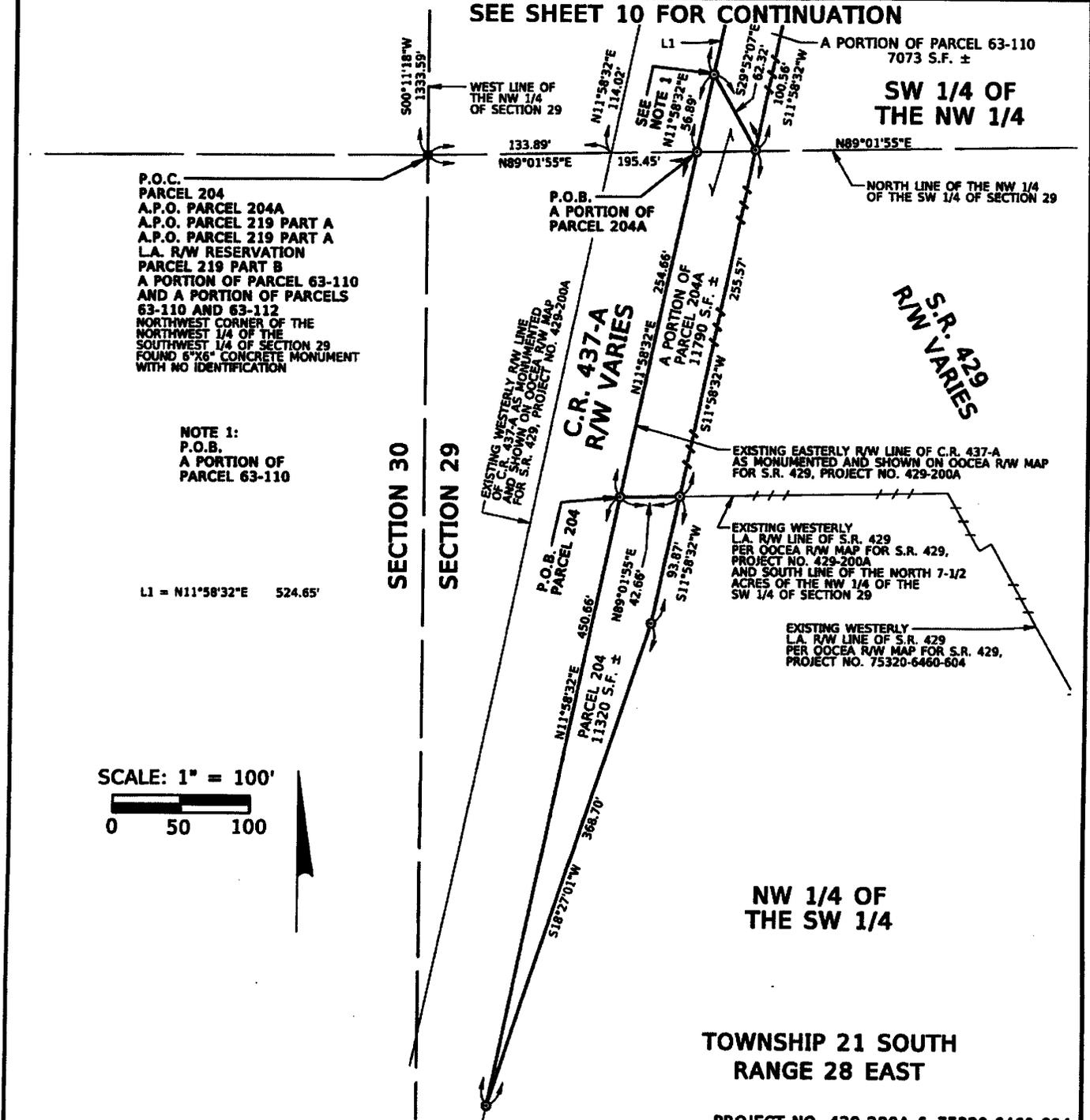
CONTAINING IN THE AGGREGATE 2.241 ACRES, MORE OR LESS.

PROJECT NO. 429-200A & 75320-6460-604

| | | | | |
|----------------------|----------------|---|--|---------------|
| DATE | MARCH 08, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 0011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-849-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY | M.ROLLINS | | PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| CHECKED BY | S.WARE | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| DEWBERRY PROJECT NO. | 50087135 | | SCALE: N/A | SHEET 8 OF 12 |
| REVISION | BY | DATE | | |

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SEC. 29-21-28, BEING S00°11'18"W.

SEE SHEET 10 FOR CONTINUATION

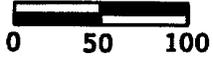


P.O.C. PARCEL 204
 A.P.O. PARCEL 204A
 A.P.O. PARCEL 219 PART A
 A.P.O. PARCEL 219 PART B
 L.A. R/W RESERVATION PARCEL 219 PART B
 A PORTION OF PARCEL 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112
 NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 FOUND 6"X6" CONCRETE MONUMENT WITH NO IDENTIFICATION

NOTE 1:
 P.O.B.
 A PORTION OF PARCEL 63-110

L1 = N11°58'32"E 524.65'

SCALE: 1" = 100'



TOWNSHIP 21 SOUTH
 RANGE 28 EAST

PROJECT NO. 429-200A & 75320-6460-604

| | |
|----------------------|----------------|
| DATE | MARCH 08, 2018 |
| DRAWN BY | M.ROLLINS |
| CHECKED BY | S.WARE |
| DEWBERRY PROJECT NO. | 50067135 |
| REVISION | BY DATE |

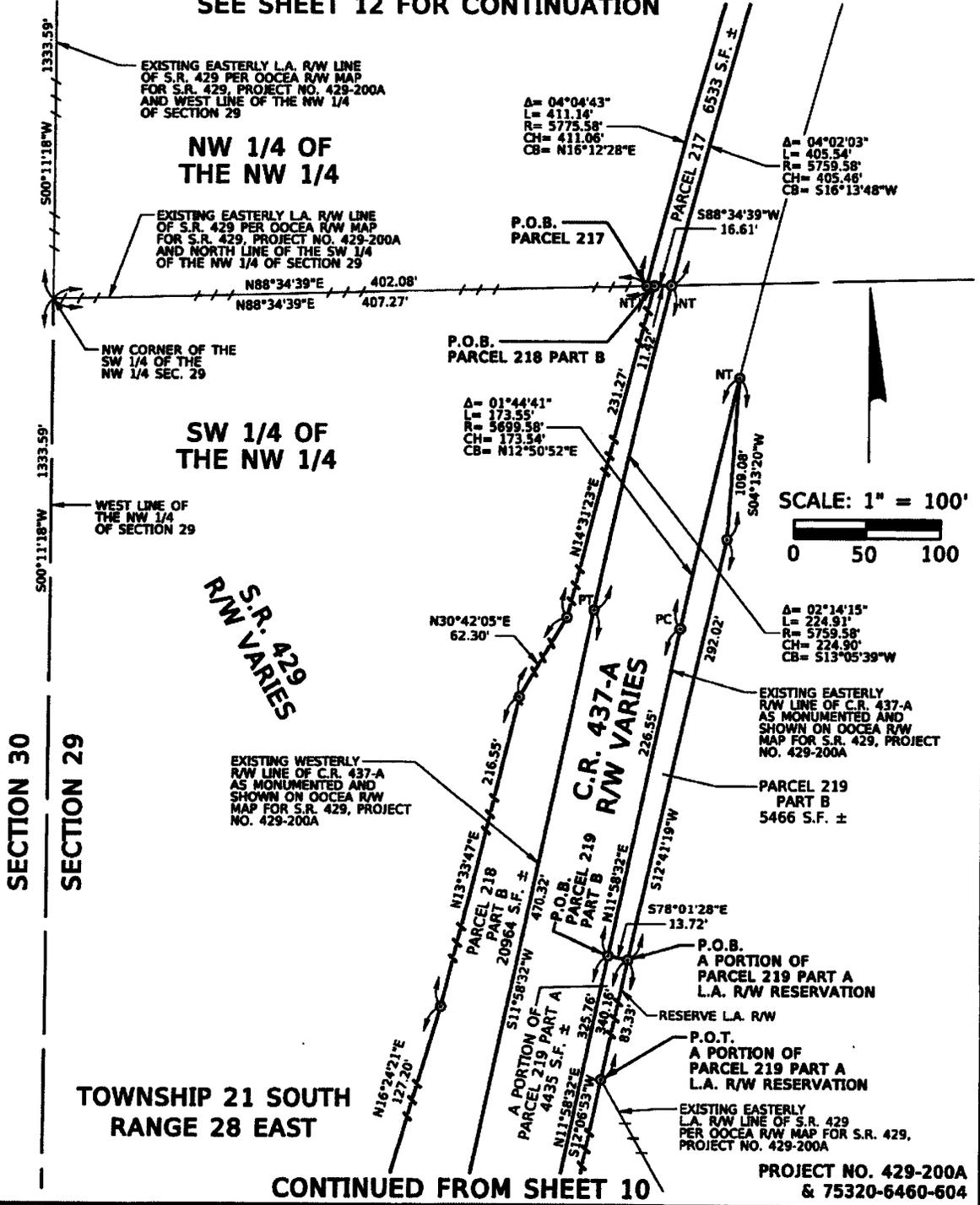
CERTIFICATION OF AUTHORIZATION No. LB 8011

800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 943-5120
 FAX 407-649-8664

| | |
|--|----------------|
| SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| S.R. 429 | SCALE: 1"=100' |
| CENTRAL FLORIDA EXPRESSWAY AUTHORITY | SHEET 9 OF 12 |
| ORANGE COUNTY, FLORIDA | |

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SEC. 29-21-28, BEING S00°11'18"W.

SEE SHEET 12 FOR CONTINUATION



CONTINUED FROM SHEET 10

PROJECT NO. 429-200A & 75320-6460-604

| | |
|----------------------|----------------|
| DATE | MARCH 08, 2018 |
| DRAWN BY | M.ROLLINS |
| CHECKED BY | S.WARE |
| DEWBERRY PROJECT NO. | 50087195 |
| REVISION | BY DATE |

CERTIFICATION OF AUTHORIZATION No. LB 8011

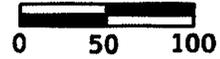
Dewberry

800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 843-5120
 FAX 407-849-8664

| | |
|--|----------------------------------|
| SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| PARCELS 204, 217, 218 PART B AND 219 PART B, A PORTION OF PARCELS 204A, 219 PART A AND 63-110 AND A PORTION OF PARCELS 63-110 AND 63-112 | |
| S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | SCALE: 1"=100' SHEET 11 OF 12 |

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SEC. 29-21-28, BEING $S00^{\circ}11'18''W$.

SCALE: 1" = 100'



19 20
30 29

P.O.C.
PARCEL 217
PARCEL 218 PART B
NORTHWEST CORNER OF THE
NORTHWEST 1/4 OF SECTION 29
FOUND 5/8" IRON ROD
WITH NO IDENTIFICATION
IN A CONCRETE DITCH

NW 1/4 OF
THE NW 1/4

TOWNSHIP 21 SOUTH
RANGE 28 EAST

1333.59'
 $S00^{\circ}11'18''W$

EXISTING EASTERLY L.A. R/W LINE
OF S.R. 429 PER OCEA R/W MAP
FOR S.R. 429, PROJECT NO. 429-200A
AND WEST LINE OF THE NW 1/4
OF SECTION 29

EXISTING WESTERLY
R/W LINE OF C.R. 437-A
AS MONUMENTED AND
SHOWN ON OCEA R/W
MAP FOR S.R. 429, PROJECT
NO. 429-200A

$\Delta = 04^{\circ}04'43''$
 $L = 411.14'$
 $R = 5775.58'$
 $CH = 411.06'$
 $CB = N16^{\circ}12'28''E$

(RADIAL)
 $S71^{\circ}45'10''E$
16.00'

C.R. 437-A
R/W VARIES

$\Delta = 04^{\circ}02'03''$
 $L = 405.54'$
 $R = 5759.58'$
 $CH = 405.46'$
 $CB = S16^{\circ}13'48''W$

PARCEL 217 6533 S.F. ±

CONTINUED FROM SHEET 11

PROJECT NO. 429-200A
& 75320-6460-604

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Sheila A. Ware 05/15/2018
SHEILA A. WARE, P.S.M. DATE
LICENSE NUMBER 5529

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

CERTIFICATION OF AUTHORIZATION No. LB 8011



800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120
FAX 407-849-8664

SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

PARCELS 204, 217, 218 PART B AND 219 PART B,
A PORTION OF PARCELS 204A, 219 PART A AND 63-110
AND A PORTION OF PARCELS 63-110 AND 63-112

S.R. 429
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

SCALE: 1"=100'

SHEET 12 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:

A PORTION OF PARCEL 63-114

A PORTION OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°37'58"E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER FOR 1376.33 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N89°37'58"E ALONG SAID NORTH LINE FOR 147.70 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE DEPARTING SAID NORTH LINE, RUN S17°47'49"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR 1387.17 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SOUTHWEST ONE-QUARTER OF SECTION 20; THENCE S88°52'46"W ALONG SAID SOUTH LINE FOR 47.57 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N17°47'49"E FOR 958.15 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 879.93 FEET, A CHORD DISTANCE OF 409.65 FEET AND A CHORD BEARING OF N04°20'21"E; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°55'14", A DISTANCE OF 413.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.752 ACRES, MORE OF LESS.

TOGETHER WITH

A PORTION OF PARCEL 63-117

A PORTION OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE S00°31'43"W ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER FOR 2650.31 FEET; THENCE S00°31'43"W ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 20 FOR 1298.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SOUTHWEST ONE-QUARTER OF SECTION 20; THENCE S88°52'46"W ALONG SAID SOUTH LINE FOR 1416.10 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE S88°52'46"W FOR 47.57 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE DEPARTING SAID SOUTH LINE RUN N17°47'49"E ALONG SAID RIGHT OF WAY LINE FOR 1223.27 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1029.93 FEET, A CHORD DISTANCE OF 304.46 FEET AND A CHORD BEARING

CONTINUED ON SHEET 2

LEGEND AND ABBREVIATIONS

- | | | | | | |
|--------|--|------|-----------------------|--------|-------------------------|
| Δ | = DELTA (CENTRAL ANGLE) | L | = LENGTH OF CURVE | P.O.B. | = POINT OF BEGINNING |
| A.P.O. | = A PORTION OF | L.A. | = LIMITED ACCESS | P.O.C. | = POINT OF COMMENCEMENT |
| CB | = CHORD BEARING | NO. | = NUMBER | R | = RADIUS |
| CH | = CHORD DISTANCE | NT | = NON-TANGENT | R/W | = RIGHT OF WAY |
| C.R. | = COUNTY ROAD | PC | = POINT OF CURVATURE | SEC. | = SECTION |
| FDOT | = FLORIDA DEPARTMENT OF TRANSPORTATION | PT | = POINT OF TANGENCY | S.R. | = STATE ROAD |
| | | ⊙ | = CHANGE IN DIRECTION | | |

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------|-------------------|--|---|--|
| DATE | FEBRUARY 28, 2018 |  CERTIFICATION OF AUTHORIZATION No. LS 8011 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| DRAWN BY | J. MUNRO | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S. WARE | | SCALE: N/A | |
| DBS PROJECT NO. | 50087135 | | SHEET 1 OF 11 | |
| REVISION | BY DATE | | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:

CONTINUED FROM SHEET 1

A PORTION OF PARCEL 63-117 (CONTINUED)

OF S09°17'50"W; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°59'58", FOR 305.58 FEET TO THE POINT OF TANGENCY; THENCE S17°47'49"W FOR 906.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.153 ACRES, MORE OR LESS.

TOGETHER WITH

A PORTION OF PARCEL 63-117

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE S00°31'43"W ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20 FOR 1021.15 FEET; THENCE N77°00'15"W FOR 282.43 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N77°00'15"W FOR 32.02 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A AND A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 746.20 FEET, A CHORD DISTANCE OF 271.90 FEET AND A CHORD BEARING OF N23°23'23"E; THENCE RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°59'40", FOR 273.43 FEET TO THE POINT OF TANGENCY; THENCE N12°53'33"E FOR 155.23 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S89°59'47"E FOR 30.78 FEET; THENCE S12°53'33"W FOR 162.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 776.20 FEET, A CHORD DISTANCE OF 271.59 FEET AND A CHORD BEARING OF S22°58'06"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°09'06", FOR 273.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,956 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

A PORTION OF PARCEL 63-117 - POND

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE S00°31'43"W ALONG THE EAST LINE OF THE

CONTINUED ON SHEET 3

PROJECT NO. 75320-6460-604 & 429-200

| | | | |
|-----------------|-------------------|--|--|
| DATE | FEBRUARY 28, 2018 | CERTIFICATION OF AUTHORIZATION No. LS 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-849-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) |
| DRAWN BY | J.MUNRO | | PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 |
| CHECKED BY | S.WARE | | S.R. 429 |
| DBS PROJECT NO. | 50087135 | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA |
| REVISION | BY DATE | | SCALE: N/A SHEET 2 OF 11 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:

CONTINUED FROM SHEET 2

A PORTION OF PARCEL 63-117 - POND (CONTINUED)

NORTHWEST ONE-QUARTER OF SAID SECTION 20 FOR 1325.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE S89°49'06"W ALONG SAID NORTH LINE FOR 139.74 FEET FOR THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 7469.44 FEET, A CHORD DISTANCE OF 382.43 FEET AND A CHORD BEARING OF S47°58'03"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°56'02", FOR 382.47 FEET TO THE POINT OF TANGENCY; THENCE S49°26'04"W FOR 386.97 FEET; THENCE N40°33'56"W FOR 91.38 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE RUN ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES; THENCE N17°47'49"E FOR 229.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 924.93 FEET, A CHORD DISTANCE OF 240.91 FEET AND A CHORD BEARING OF N25°16'48"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°57'58", FOR 241.60 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 20; THENCE N89°49'06"E FOR 464.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.302 ACRES, MORE OR LESS.

TOGETHER WITH

A PORTION OF PARCEL 63-118

A PORTION OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1 1/2" IRON PIPE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20; THENCE N00°31'43"E ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20, FOR 2596.23 FEET; THENCE N00°31'43"E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20, FOR 1325.15 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE S89°49'06"W ALONG SAID SOUTH LINE FOR 604.02 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A, BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 924.93 FEET, A CHORD DISTANCE OF 115.63 FEET AND A CHORD BEARING OF N36°20'49"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°10'04", FOR 115.71 FEET TO THE POINT OF TANGENCY; THENCE N39°55'51"E FOR 73.51 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N39°55'51"E ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE FOR 214.15 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 746.20 FEET, A CHORD DISTANCE OF 78.67 FEET AND A CHORD BEARING OF N36°54'32"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°02'37", FOR 78.71 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE RUN S77°00'15"E FOR 32.02 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 776.20 FEET, A CHORD DISTANCE OF 294.70 FEET AND A CHORD BEARING OF

CONTINUED ON SHEET 4

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------|-------------------|--|--|--|
| DATE | FEBRUARY 28, 2018 | CERTIFICATION OF AUTHORIZATION No. LS 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 849-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| DRAWN BY | J.MUNRO | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | SCALE: N/A | |
| DBS PROJECT NO. | 50087135 | | SHEET 3 OF 11 | |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 3

A PORTION OF PARCEL 63-118 (CONTINUED)

S43°59'15"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°53'12", FOR 296.50 FEET TO THE POINT OF TANGENCY; THENCE S54°55'51"W FOR 13.72 TO THE POINT OF BEGINNING.

CONTAINING 6872 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

PARCEL 63-125

A PORTION OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°37'58"E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER FOR 1376.33 FEET FOR THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 879.93 FEET, A CHORD DISTANCE OF 13.98 FEET AND A CHORD BEARING OF N09°34'35"W; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°54'38", A DISTANCE OF 13.99 FEET TO THE POINT OF TANGENCY; THENCE N10°01'54"W FOR 316.94 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1026.93 FEET, A CHORD DISTANCE OF 355.09 FEET AND A CHORD BEARING OF N00°38'31"W; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°46'47", A DISTANCE OF 336.59 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN N22°53'51"E FOR 54.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1014.93 FEET, A CHORD DISTANCE OF 582.11 FEET AND A CHORD BEARING OF N28°24'47"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°19'47", A DISTANCE OF 590.40 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 220.00 FEET, A CHORD DISTANCE OF 168.36 FEET AND A CHORD BEARING OF N66°34'50"W; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°59'39", FOR 172.76 FEET; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE, RUN N00°55'20"E FOR 39.08 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°49'06"E ALONG SAID NORTH LINE FOR 101.31 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, A CHORD DISTANCE OF 116.28 FEET AND A CHORD BEARING OF S55°53'06"E; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°58'10", FOR 117.14 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1014.93 FEET, A CHORD DISTANCE OF 105.55 FEET AND A CHORD BEARING OF

CONTINUED ON SHEET 5

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------|-------------------|--|--|---------------|
| DATE | FEBRUARY 28, 2018 |  CERTIFICATION OF AUTHORIZATION No. LB 8011 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY | J.MUNRO | | PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| CHECKED BY | S.WARE | | S.R. 429 | |
| DBS PROJECT NO. | 50087135 | | CENTRAL FLORIDA EXPRESSWAY AUTHORITY | |
| REVISION | BY | DATE | ORANGE COUNTY, FLORIDA | SCALE: N/A |
| | | | | SHEET 4 OF 11 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:

CONTINUED FROM SHEET 4

A PORTION OF PARCEL 63-125 (CONTINUED)

N51°26'48"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°57'41", FOR 105.60 FEET TO SAID NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER; THENCE N89°49'06"E ALONG SAID NORTH LINE FOR 209.73 FEET; THENCE DEPARTING SAID NORTH LINE RUN S54°55'51"W FOR 163.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 894.93 FEET, A CHORD DISTANCE OF 1015.41 FEET AND A CHORD BEARING OF S20°22'04"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°07'34", FOR 1079.71 FEET TO THE POINT OF TANGENCY; THENCE S14°11'43"E FOR 177.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1029.93 FEET, A CHORD DISTANCE OF 105.92 FEET AND A CHORD BEARING OF S11°14'51"E; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°53'43", A DISTANCE OF 105.97 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE S17°47'49"W ALONG SAID RIGHT OF WAY LINE FOR 8.62 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 20; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN S89°37'58"W ALONG SAID NORTH LINE FOR 147.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.651 ACRES, MORE OR LESS.

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

TOGETHER WITH

PARCEL 63-125 - POND

A PORTION OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°37'58"E ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20 FOR 1524.03 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE N17°47'49"E ALONG SAID RIGHT OF WAY LINE FOR 994.64 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N17°47'49"E FOR 193.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 984.93 FEET, A CHORD DISTANCE OF 218.42 FEET AND A CHORD BEARING OF N24°09'46"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°43'55", FOR 218.87 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN S89°49'06"W ALONG SAID NORTH LINE FOR 27.10 FEET; THENCE DEPARTING SAID NORTH LINE RUN S54°55'51"W FOR 163.12 FEET TO THE POINT OF CURVATURE OF A CURVE,

CONTINUED ON SHEET 6

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------|-------------------|---|--|--|
| DATE | FEBRUARY 28, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 0011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-849-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| DRAWN BY | J.MUNRO | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | SCALE: N/A | |
| DSS PROJECT NO. | 50087135 | | SHEET 5 OF 11 | |
| REVISION | BY DATE | | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 5

PARCEL 63-125 - POND (CONTINUED)

CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 894.93 FEET, A CHORD DISTANCE OF 178.84 FEET AND A CHORD BEARING OF S49°11'47"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°28'08", FOR 179.14 FEET; THENCE S40°33'56"E FOR 226.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.979 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 63-144
 PARCEL "A"

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN N89°49'06"E, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4, A DISTANCE OF 132.14 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN N00°55'20"E, A DISTANCE OF 20.92 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, A CHORD DISTANCE OF 103.05 FEET AND A CHORD BEARING OF S78°28'25"E; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°12'29", FOR 103.64 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE DEPARTING SAID CURVE, RUN S89°49'06"W, ALONG SAID SOUTH LINE, A DISTANCE OF 101.31 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 1388 SQUARE FEET, MORE OR LESS

TOGETHER WITH

PARCEL 63-144
 PARCEL "B"

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN N89°49'06"E, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4, A DISTANCE OF 412.27 FEET FOR THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A

CONTINUED ON SHEET 7

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------|-------------------|---|--|--|
| DATE | FEBRUARY 28, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| DRAWN BY | J.MUNRO | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | | |
| DBS PROJECT NO. | 50087135 | | SHEET 6 OF 11 | |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 6

PARCEL 63-144 (CONTINUED)

NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1014.93 FEET, A CHORD DISTANCE OF 8.92 FEET AND A CHORD BEARING OF N54°40'45"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°30'13", FOR 8.92 FEET TO THE POINT OF TANGENCY; THENCE N54°55'51"E, A DISTANCE OF 437.60 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 656.20 FEET, A CHORD DISTANCE OF 470.73 FEET AND A CHORD BEARING OF N33°54'42"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°02'18", FOR 481.46 FEET TO THE POINT OF TANGENCY; THENCE RUN S77°06'27"E, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 686.20 FEET, A CHORD DISTANCE OF 320.83 FEET AND A CHORD BEARING OF S26°24'42"W; THENCE RUN SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°02'18" FOR 323.82 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: THENCE S39°55'51"W, A DISTANCE OF 287.66 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 984.93 FEET, A CHORD DISTANCE OF 161.44 FEET AND A CHORD BEARING OF S35°13'47"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°24'07", FOR 161.62 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN N89°49'06"E, ALONG SAID SOUTH LINE, A DISTANCE OF 236.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.200 ACRES MORE OR LESS.

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

TOGETHER WITH

PARCEL 215
 PART B

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"X6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°59'37"W, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 109.01 FEET TO THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A AS SHOWN ON OCEA RIGHT OF WAY MAP PROJECT NUMBER 429-200; THENCE DEPARTING SAID NORTH LINE RUN S12°53'33"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 396.32 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE S12°53'33"W A DISTANCE OF 308.92

CONTINUED ON SHEET 8

PROJECT NO. 75320-6460-604 & 429-200

| | | | | |
|-----------------|-------------------|--|--|---------------|
| DATE | FEBRUARY 28, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| DRAWN BY | J. MUNRO | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S. WARE | | | |
| DBS PROJECT NO. | 50087135 | | SCALE: N/A | SHEET 7 OF 11 |
| REVISION | BY | DATE | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604 &
 429-200
 PURPOSE: RIGHT OF WAY
 LEGAL DESCRIPTION:

CONTINUED FROM SHEET 7

PARCEL 215 PART B (CONTINUED)

FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN N77°06'27"W A DISTANCE OF 30.00 FEET; THENCE N12°53'33"E A DISTANCE OF 302.10 FEET; THENCE S89°55'15"E A DISTANCE OF 30.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 9165 SQUARE FEET, MORE OR LESS.

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

TOGETHER WITH

PARCEL 227
 PART B

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"X6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°59'37"W, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, FOR A DISTANCE OF 47.46 FEET TO THE EXISTING SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A AS SHOWN ON OOCEA RIGHT OF WAY MAP PROJECT NUMBER 429-200; THENCE DEPARTING SAID NORTH LINE RUN S12°53'33"W ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 461.01 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE RUN S89°55'15"E FOR A DISTANCE OF 30.77 FEET; THENCE S12°53'33"W FOR A DISTANCE OF 102.68 FEET; THENCE N89°59'47"W FOR A DISTANCE OF 30.78 FEET TO AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE N12°53'33"E ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 102.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 3081 SQUARE FEET, MORE OR LESS.

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

CONTAINING IN THE AGGREGATE 13.524 ACRES, MORE OR LESS.

PROJECT NO. 75320-6460-604 & 429-200

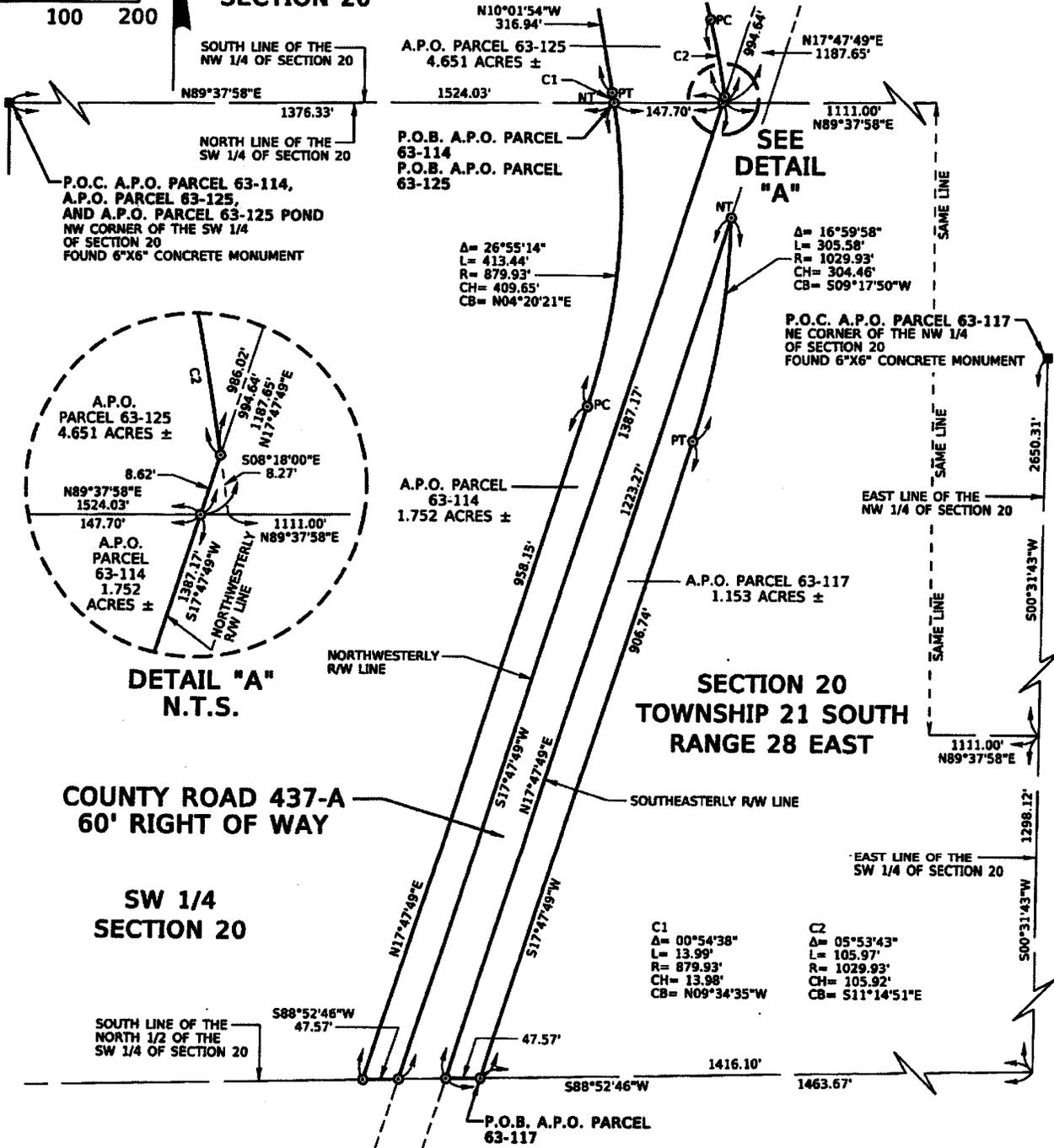
| | | | | |
|-----------------|-------------------|---|---|---------------|
| DATE | FEBRUARY 28, 2018 | CERTIFICATION OF AUTHORIZATION No. LB 9011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| DRAWN BY | J. MUNRO | | PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| CHECKED BY | S. WARE | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| DBS PROJECT NO. | 50087135 | | SCALE: N/A | SHEET 8 OF 11 |
| REVISION | BY | DATE | | |

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SEC. 20-21-28, BEING N89°37'58"E.

SCALE: 1" = 200'
0 100 200

NW 1/4 SECTION 20

SEE SHEET 10 FOR CONTINUATION



COUNTY ROAD 437-A
60' RIGHT OF WAY

SW 1/4 SECTION 20

SECTION 20
TOWNSHIP 21 SOUTH
RANGE 28 EAST

PROJECT NO. 75320-6460-604 & 429-200

| | |
|-----------------|-------------------|
| DATE | FEBRUARY 28, 2018 |
| DRAWN BY | J. MUNRO |
| CHECKED BY | S. WARE |
| DBS PROJECT NO. | 50087135 |
| REVISION | BY DATE |

CERTIFICATION OF AUTHORIZATION No. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-8120
FAX 407-649-8664

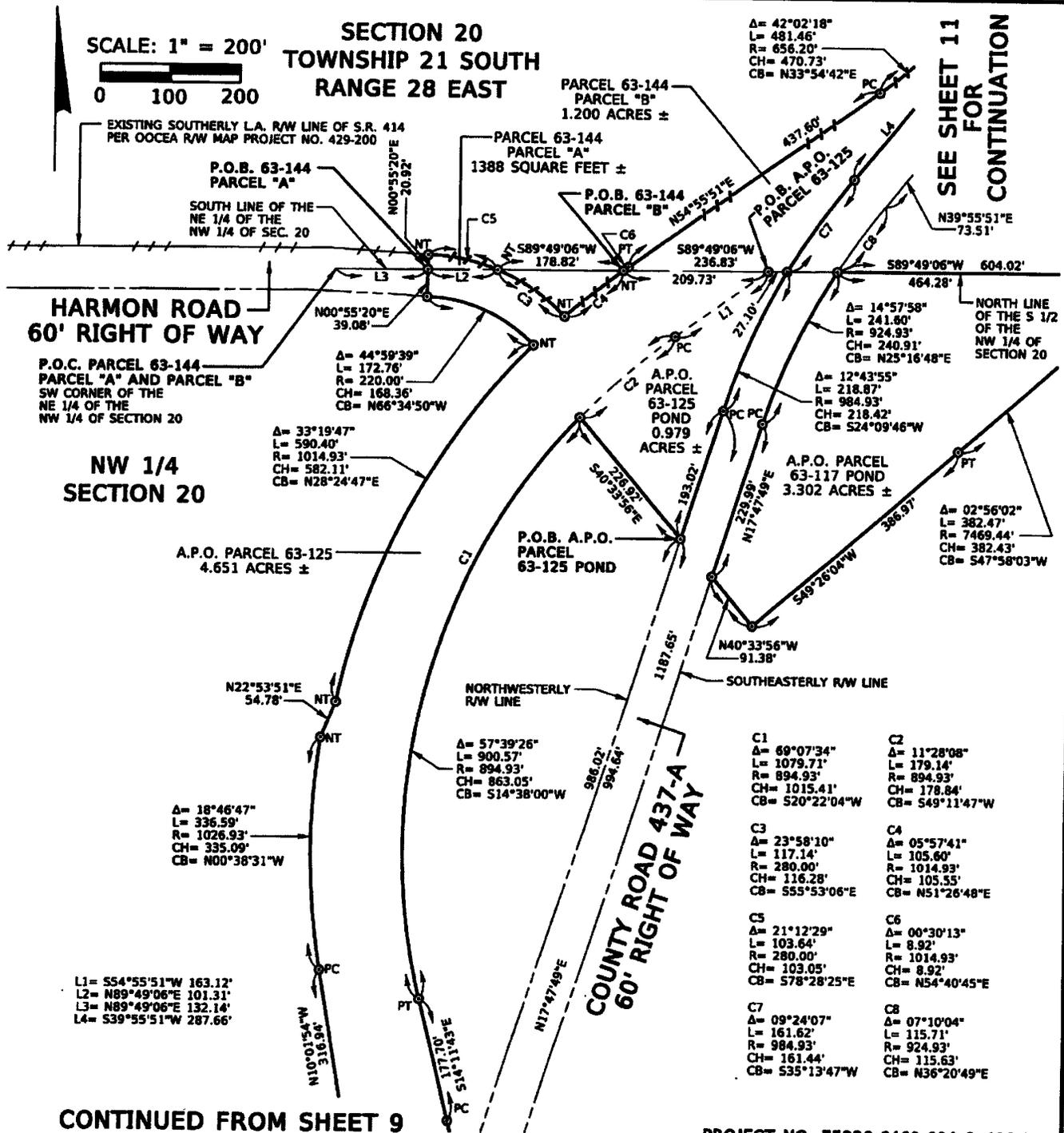
| | |
|--|---------------------------------|
| SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | SCALE: 1"=200' SHEET 9 OF 11 |

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SEC. 20-21-28, BEING N89°37'58"E.

SCALE: 1" = 200'
0 100 200

SECTION 20
TOWNSHIP 21 SOUTH
RANGE 28 EAST

SEE SHEET 11
FOR
CONTINUATION



CONTINUED FROM SHEET 9

PROJECT NO. 75320-6460-604 & 429-200

| | |
|-----------------|-------------------|
| DATE | FEBRUARY 28, 2018 |
| DRAWN BY | J. MUNRO |
| CHECKED BY | S. WARE |
| OBS PROJECT NO. | 50087135 |
| REVISION | BY DATE |

CERTIFICATION OF AUTHORIZATION No. LS 8011

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120
FAX 407-648-8664

| | |
|--|----------------------------------|
| SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) | |
| PARCEL 63-144, PARCEL 215 PART B, PARCEL 227 PART B AND A PORTION OF PARCEL 63-114, 63-117, 63-118, 63-125 | |
| S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | SCALE: 1"=200' SHEET 10 OF 11 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 429 - PROJECT NO. 75320-6460-604
 PURPOSE: RIGHT OF WAY TRANSFER

LEGAL DESCRIPTION:

A PORTION OF PARCEL 63-117

RIGHT OF WAY

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT RAILROAD SPIKE AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 17; THENCE N89°56'47"W ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER FOR 30.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MARDEN ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 543, PAGE 3 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N00°08'47"E ALONG SAID RIGHT OF WAY LINE FOR 2270.29 FEET TO THE POINT OF BEGINNING; THENCE S75°23'24"W FOR 182.73 FEET; THENCE S80°31'56"W FOR 196.26 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7809.44 FEET, A CHORD BEARING OF N13°51'35"E AND A CHORD DISTANCE OF 64.03 FEET, THROUGH A CENTRAL ANGLE OF 00°28'11", FOR 64.03 FEET; THENCE S83°27'10"W FOR 76.05 FEET TO A POINT ON THE FACE OF A MECHANICALLY STABILIZED EARTH (MSE) WALL; THENCE RUN ALONG THE FACE OF SAID MSE WALL THE FOLLOWING THREE COURSES: THENCE N80°38'10"W FOR 27.79 FEET; THENCE S83°25'35"W FOR 154.11 FEET; THENCE S68°11'10"W FOR 71.30 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHERLY; THENCE DEPARTING SAID MSE WALL RUN WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 894.93 FEET, A CHORD BEARING OF S67°00'24"W AND A CHORD DISTANCE OF 229.34 FEET, THROUGH A CENTRAL ANGLE OF 14°43'25", FOR 229.98 FEET TO THE POINT OF TANGENCY; THENCE S59°38'41"W FOR 1088.83 FEET; THENCE N67°32'57"W FOR 37.66 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A (OCOE-APOPKA ROAD); THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: N59°38'41"E FOR 650.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 435.87 FEET, A CHORD BEARING OF N52°35'07"E AND A CHORD DISTANCE OF 107.14 FEET, THROUGH A CENTRAL ANGLE OF 14°07'08", FOR 107.41 FEET TO THE POINT OF TANGENCY; THENCE N45°31'33"E FOR 447.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 365.14 FEET, A CHORD BEARING OF N63°41'10"E AND A CHORD DISTANCE OF 227.61 FEET, THROUGH A CENTRAL ANGLE OF 36°19'15", FOR 231.47 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7449.44 FEET, A CHORD BEARING OF S13°29'44"W AND A CHORD DISTANCE OF 68.93 FEET, THROUGH A CENTRAL ANGLE OF 00°31'49", FOR 68.93 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1014.93 FEET, A CHORD BEARING OF N77°21'47"E AND A CHORD DISTANCE OF 105.03 FEET, THROUGH A CENTRAL ANGLE OF 05°55'55", FOR 105.08 FEET TO A POINT ON THE FACE OF A MSE WALL; THENCE RUN ALONG THE FACE OF SAID WALL THE FOLLOWING THREE COURSES: THENCE S81°44'06"E FOR 23.51 FEET; THENCE N83°22'43"E FOR 153.37 FEET; THENCE N68°34'10"E FOR 28.50 FEET; THENCE DEPARTING THE FACE OF SAID MSE WALL, N83°27'10"E FOR 57.50 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: S86°40'27"E FOR 311.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 439.26 FEET, A CHORD BEARING OF S89°03'06"E AND A CHORD DISTANCE OF 36.44 FEET, THROUGH A CENTRAL ANGLE OF 04°45'18", FOR 36.45 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID MARDEN ROAD; THENCE S00°08'47"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 86.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.229 ACRES, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

LEGEND AND ABBREVIATIONS

- | | | | | | |
|--------|--|------|---------------------------------|--------|-------------------------|
| A | = DELTA (CENTRAL ANGLE) | L | = LENGTH OF CURVE | P.O.B. | = POINT OF BEGINNING |
| A.P.O. | = A PORTION OF | L.A. | = LIMITED ACCESS | P.O.C. | = POINT OF COMMENCEMENT |
| CB | = CHORD BEARING | MSE | = MECHANICALLY STABILIZED EARTH | R | = RADIUS |
| CH | = CHORD DISTANCE | NO. | = NUMBER | R/W | = RIGHT OF WAY |
| C.R. | = COUNTY ROAD | NT | = NON-TANGENT | SEC. | = SECTION |
| FDOT | = FLORIDA DEPARTMENT OF TRANSPORTATION | PC | = POINT OF CURVATURE | S.R. | = STATE ROAD |
| | | PT | = POINT OF TANGENCY | ⊙ | = CHANGE IN DIRECTION |

PROJECT NO. 75320-6460-604

| | | | | |
|-----------------|----------------|--|---|-----|
| DATE | APRIL 21, 2017 | CERTIFICATION OF AUTHORIZATION No. LG 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664 | SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) A PORTION OF PARCEL 63-117 | |
| DRAWN BY | J.MUNRO | | S.R. 429 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA | |
| CHECKED BY | S.WARE | | SCALE: | N/A |
| DBS PROJECT NO. | 50087135 | | SHEET 1 OF 2 | |
| REVISION | BY | DATE | | |

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SEC. 17-21-28, BEING S00°08'47"W.

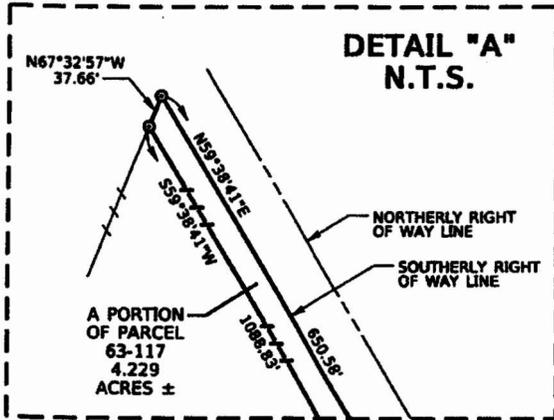
SEE DETAIL "A" FOR CONTINUATION

SECTION 17
TOWNSHIP 21 SOUTH
RANGE 28 EAST

SCALE: 1" = 200'



COUNTY ROAD 437-A
(OCOEE-APOPKA ROAD)
60' RIGHT OF WAY



L1 = S83°27'10"W 76.05'
L2 = N80°38'10"W 27.79'

SE 1/4 SECTION 17

P.O.C. A.P.O. 63-117
SOUTHEAST CORNER OF THE
SOUTHEAST 1/4 OF SECTION 17
RAILROAD SPIKE

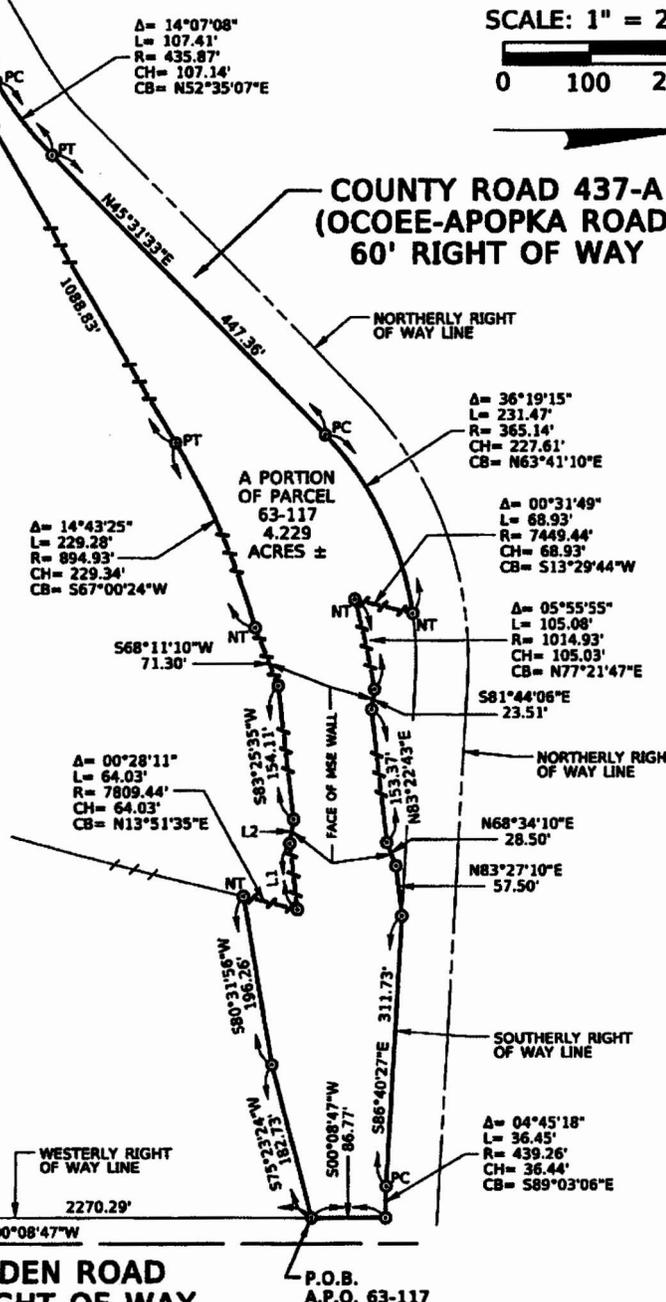
SECTION 20
SECTION 17

SOUTH LINE OF THE SE 1/4 OF SECTION 17

EAST LINE OF THE SE 1/4 OF SECTION 17

WESTERLY RIGHT OF WAY LINE

MARDEN ROAD
30' RIGHT OF WAY
(OFFICIAL RECORDS BOOK 543, PAGE 3)



PROJECT NO. 75320-6460-604

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

Sheila A. Ware 05/15/2018
SHEILA A. WARE, P.S.M.
LICENSE NUMBER 5529

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

CERTIFICATION OF AUTHORIZATION No. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120
FAX 407-649-8664

SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

A PORTION OF PARCEL 63-117

S.R. 429
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

SCALE: 1"=200'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 PROJECT NO. 200

PARCEL 209
PART C

RIGHT OF WAY

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 (A 4" DIAMETER CONCRETE MONUMENT WITH 3/4" IRON ROD, WITH NO IDENTIFICATION, AS NOW EXISTS); THENCE N00°01'36"E ALONG THE WEST LINE THEREOF A DISTANCE OF 1303.18 FEET TO A POINT ON A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 AND THE POINT OF BEGINNING; THENCE N89°55'35"E ALONG SAID PARALLEL LINE A DISTANCE OF 134.77 FEET; THENCE DEPARTING SAID PARALLEL LINE S00°04'25"E A DISTANCE OF 18.70 FEET; THENCE S82°29'02"E A DISTANCE OF 102.37 FEET; THENCE S85°03'45"E A DISTANCE OF 592.87 FEET; THENCE N28°27'26"E A DISTANCE OF 95.62 FEET TO A POINT ON A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE N89°55'35"E ALONG SAID PARALLEL LINE A DISTANCE OF 221.19 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID PARALLEL LINE 353.69 FEET ALONG THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1817.00 FEET, A CENTRAL ANGLE OF 11°09'11" AND A CHORD BEARING OF S18°23'56"E; THENCE N89°55'14"E A DISTANCE OF 79.43 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE 138.22 FEET ALONG THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 659.49 FEET, A CENTRAL ANGLE OF 12°00'31" AND A CHORD BEARING OF N17°01'07"E TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4; THENCE N00°09'02"E ALONG SAID EAST LINE A DISTANCE OF 233.34 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE S89°55'35"W ALONG THE NORTH LINE THEREOF A DISTANCE OF 1325.59 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE S00°01'36"W ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.041 ACRES, MORE OR LESS

TOGETHER WITH

PARCEL 209
PART D

RIGHT OF WAY

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 (A 4" DIAMETER CONCRETE MONUMENT WITH 3/4" IRON ROD, WITH NO IDENTIFICATION, AS NOW EXISTS); THENCE N00°01'36"E ALONG THE WEST LINE THEREOF A DISTANCE OF 1333.18 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 19; THENCE CONTINUE N00°01'36"E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 19 A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HARMON ROAD AS DESCRIBED IN DEED BOOK 785, PAGE 87, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°55'35"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 134.73 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE N78°14'12"E A DISTANCE OF 99.34 FEET; THENCE N82°28'54"E A DISTANCE OF 506.90 FEET; THENCE S53°06'57"E A DISTANCE OF 142.72 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE OF HARMON ROAD; THENCE S89°55'35"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 713.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.746 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 209
PART E

RIGHT OF WAY

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

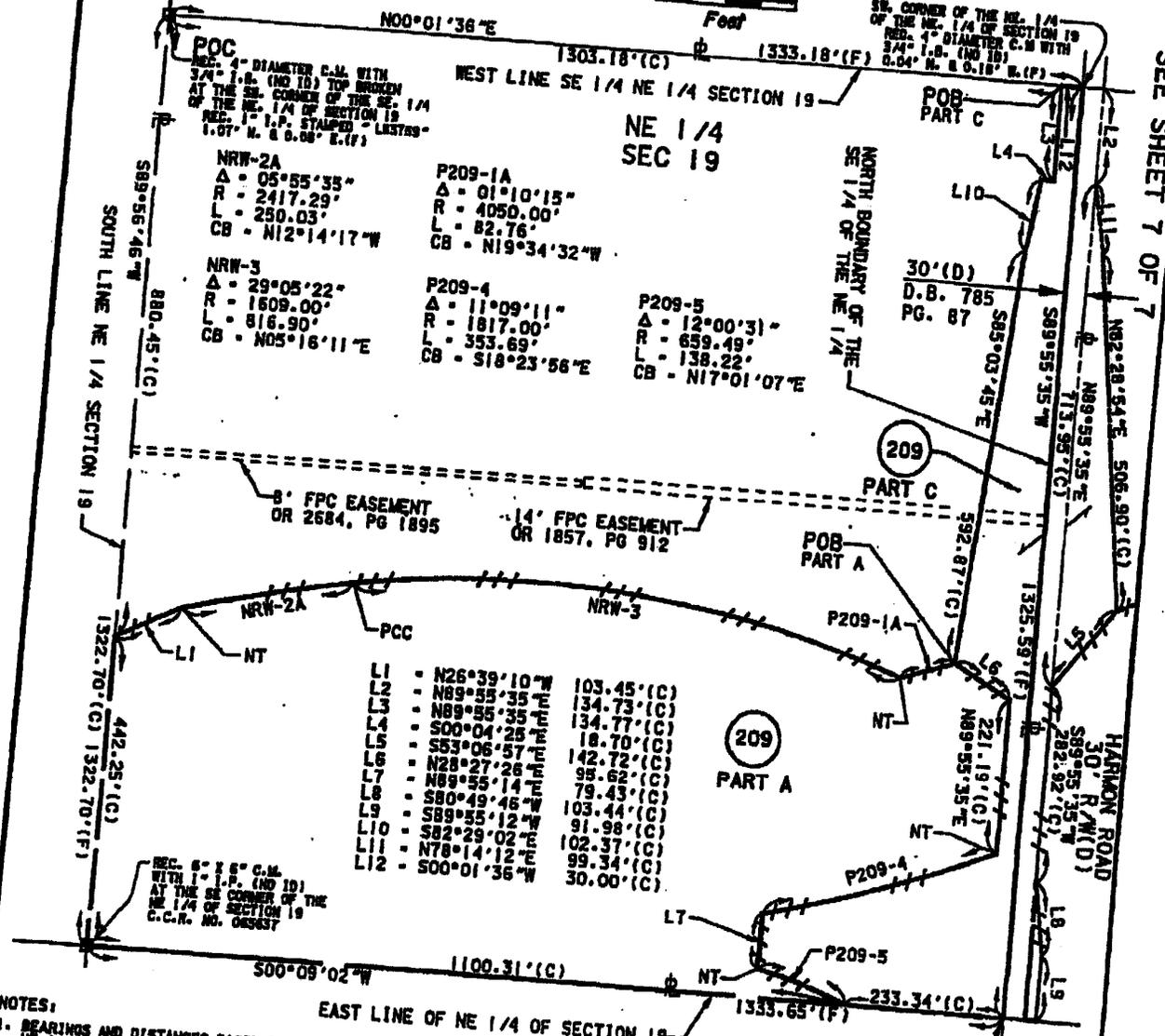
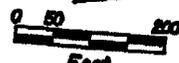
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 (A 4" DIAMETER CONCRETE MONUMENT WITH 3/4" IRON ROD, WITH NO IDENTIFICATION, AS NOW EXISTS); THENCE N00°01'36"E ALONG THE WEST LINE THEREOF A DISTANCE OF 1333.18 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 19; THENCE CONTINUE N00°01'36"E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 19 A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HARMON ROAD AS DESCRIBED IN DEED BOOK 785, PAGE 87, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°55'35"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1131.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°55'53"E ALONG SAID NORTH RIGHT OF WAY A DISTANCE

OF 194.05 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4; THENCE N00°09'02"E ALONG SAID EAST LINE A DISTANCE OF 16.36 FEET; THENCE LEAVING SAID EAST LINE S89°55'12"W A DISTANCE OF 91.98 FEET; THENCE S80°49'46"W A DISTANCE OF 103.44 FEET TO THE POINT OF BEGINNING.
CONTAINING 2339 SQUARE FEET, MORE OR LESS.

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

- LEGEND**
- C - CALCULATED VALUE
 - CB - CHORD BEARING
 - CCR - CERTIFIED CORNER RECORD
 - CM - CONCRETE MONUMENT
 - CR - CORNER
 - CR - COUNTY ROAD
 - D - DEED
 - DB - DEED BOOK
 - EXIST - EXISTING
 - F - FIELD
 - FND - FOUND
 - FPC - FLORIDA POWER CORPORATION
 - IS - IRON NAIL
 - IP - IDENTIFICATION
 - IP - IRON PIPE
 - JBO - JONES, BOOD & GENTRY, INC.
 - LB - LICENSED BUSINESS
 - NT - NON-TANGENT
 - O.C.P.A. - ORANGE COUNTY PROPERTY APPRAISER
 - OR - OFFICIAL RECORDS
 - PG - PAGE
 - POB - POINT OF BEGINNING
 - POC - POINT OF COMMENCEMENT
 - PL - PROPERTY LINE
 - RGE - RANGE
 - REC - RECOVERED
 - R/W - RIGHT OF WAY
 - SEC - SECTION
 - STA - STATION
 - TWP - TOWNSHIP

PROJECT NO. 429-200
 PARCEL 209 PARTS A, B, C, D & E



- NOTES:**
1. BEARINGS AND DISTANCES BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 19-21-28 BEING S 00°09'02" W.
 2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH.
 3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.
 4. THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SE. CORNER OF THE NE 1/4 OF SECTION 19
 REC. 1/2" I.B. (NO ID)
 4.85' N. & 3.60' E. (F)

OWNER:
 THE CITY OF APOPKA
 OR 3987, PG 4854
 OR 3987, PG 4860

PARCEL NO. 209
 SEC 19, TWP 21 SOUTH, RGE 28 EAST
 R/W MAP PAGE NO. 2, 4 & 5

PAGE 6 OF 7
 SKETCH OF DESCRIPTION
 THIS MAP IS NOT A SURVEY
 SEE SHEETS 1-5 FOR LEGAL.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PROJECT NO. 429-200

PARCEL 212
PART C

RIGHT OF WAY

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 (A 5/8" IRON BAR WITH CAP STAMPED "FDOT JWG LB 1" AS NOW EXISTS); THENCE S89°38'03"W ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 2638.93 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID SOUTH LINE N00°09'02"E ALONG THE WEST LINE THEREOF A DISTANCE OF 1100.31 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON A NON-TANGENT CURVE; THENCE 246.44 FEET ALONG THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 659.49 FEET, A CENTRAL ANGLE OF 21°24'37" AND A CHORD BEARING OF N33°43'41"E TO A POINT ON A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE N89°49'12"E ALONG SAID PARALLEL LINE A DISTANCE OF 134.37 FEET; THENCE DEPARTING SAID PARALLEL LINE S58°13'21"E A DISTANCE OF 71.52 FEET; THENCE N86°35'28"E A DISTANCE OF 179.83 FEET; THENCE N80°21'23"E A DISTANCE OF 100.25 FEET; THENCE N00°10'48"W A DISTANCE OF 11.24 FEET TO A POINT 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE N89°49'12"E ALONG SAID PARALLEL LINE A DISTANCE OF 714.70 FEET; THENCE DEPARTING SAID PARALLEL LINE S86°12'05"E A DISTANCE OF 132.15 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY OF COUNTY ROAD No. 437A AS RECORDED IN OFFICIAL RECORDS BOOK 5460, PAGE 4800, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N00°56'06"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 39.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID RIGHT OF WAY LINE S89°49'12"W ALONG SAID SOUTH LINE A DISTANCE OF 463.27 FEET TO A POINT ON THE EAST LINE OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE N00°17'28"E ALONG SAID EAST LINE A DISTANCE OF 30.00 FEET TO A POINT ON A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID EAST LINE S89°49'12"W ALONG SAID PARALLEL LINE A DISTANCE OF 383.45 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°10'48"W A DISTANCE OF 11.00 FEET; THENCE N85°09'31"W A DISTANCE OF 101.07 FEET; THENCE S89°55'12"W A DISTANCE OF 120.00 FEET; THENCE S74°22'44"W A DISTANCE OF 75.33 FEET TO A POINT 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE S89°49'12"W ALONG SAID PARALLEL LINE A DISTANCE OF 108.08 FEET; THENCE DEPARTING SAID PARALLEL LINE N75°08'55"W A DISTANCE OF 62.10 FEET; THENCE S89°55'12"W A DISTANCE OF 148.02 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE S00°09'02"W ALONG SAID WEST LINE A DISTANCE OF 46.36 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE CONTINUE S00°09'02"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 A DISTANCE OF 233.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.353 ACRES, ACRES MORE OR LESS.

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

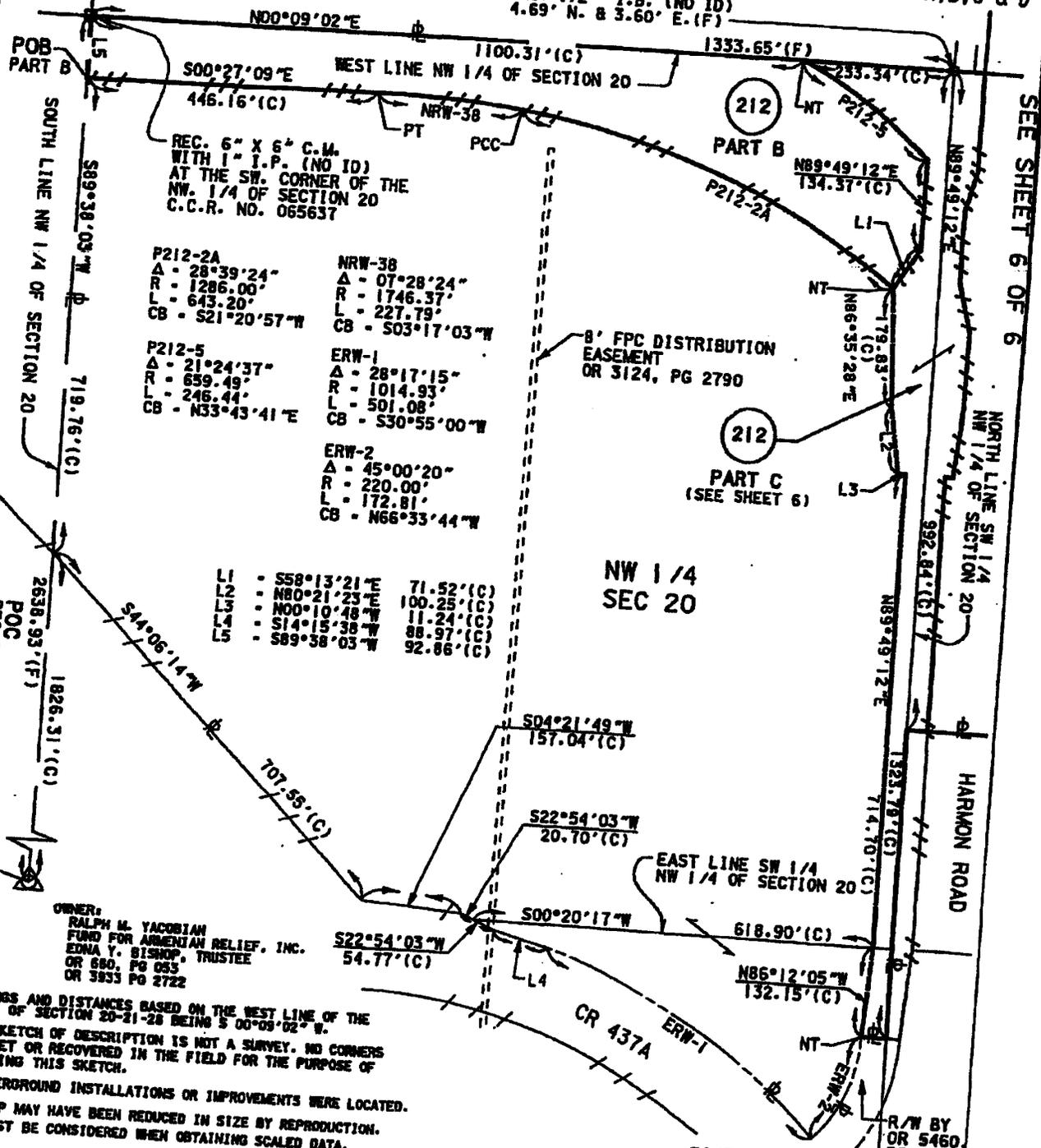
- Δ - CALCULATED VALUE
- CB - CHORD BEARING
- CCR - CERTIFIED CORNER RECORD
- CM - CONCRETE MONUMENT
- CR - CORNER
- CR - COUNTY ROAD
- D - DEED
- EX - EXISTING
- F - FIELD
- FND - FOUND
- ID - IDENTIFICATION
- IP - IRON PIPE
- JRG - JONES, ROOD & GENTRY, INC.

- LB - LICENSED BUSINESS
- NT - NON-TANGENT
- OR - OFFICIAL RECORDS
- PG - PAGE
- PBS - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PL - PROPERTY LINE
- RGE - RANGE
- REC - RECOVERED
- R/W - RIGHT OF WAY
- SEC - SECTION
- STA - STATION
- TWP - TOWNSHIP



NW CORNER SW 1/4 OF NW 1/4 OF SEC 20
 REC. 1/2" I.B. (NO ID)
 4.69' N. & 3.60' E. (F)

PROJECT NO. 429-200
 PARCEL 212 PARTS A, B, C & D



REC. 6" X 6" C.M.
 WITH 1" I.P. (NO ID)
 AT THE SW. CORNER OF THE
 NW 1/4 OF SECTION 20
 C.C.R. NO. 065637

P212-2A
 Δ - 28°39'24"
 R - 1286.00'
 L - 643.20'
 CB - S21°20'57"W

NRW-38
 Δ - 07°28'24"
 R - 1746.37'
 L - 227.79'
 CB - S03°17'03"W

P212-5
 Δ - 21°24'37"
 R - 659.49'
 L - 246.44'
 CB - N33°43'41"E

ERW-1
 Δ - 28°17'15"
 R - 1014.93'
 L - 501.08'
 CB - S30°55'00"W

ERW-2
 Δ - 45°00'20"
 R - 220.00'
 L - 172.81'
 CB - N66°33'44"W

L1 - S58°13'21"E 71.52'(C)
 L2 - N80°21'25"E 100.25'(C)
 L3 - N00°10'48"W 11.24'(C)
 L4 - S14°15'38"W 88.97'(C)
 L5 - S89°38'03"W 92.86'(C)

NW 1/4
 SEC 20

OWNER:
 RALPH M. YACOBIAH
 FUND FOR ARMENIAN RELIEF, INC.
 EDNA Y. BISHOP, TRUSTEE
 OR 680, PG 053
 OR 3933 PG 2722

- NOTES:
1. BEARINGS AND DISTANCES BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 20-21-28 BEING S 00°09'02" W.
 2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH.
 3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.
 4. THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

PARCEL NO. 212

SEC 20, TWP 21 SOUTH, RGE 28 EAST
 R/W MAP PAGE NO. 2,3,4,5 & 8

PAGE 5 OF 6
 SKETCH OF DESCRIPTION
 THIS MAP IS NOT A SURVEY
 SEE SHEETS 1-4 FOR LEGAL.

SEE SHEET 6 OF 6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429 – PROJECT No. 429-200
PURPOSE: RIGHT OF WAY

PARCEL 215
PART C

RIGHT OF WAY

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 21, SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 20 (A 6" X 6" CONCRETE MONUMENT WITH 1" IRON PIPE AS NOW EXISTS); THENCE N89°59'43"W, ALONG THE NORTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 1586.15 FEET; THENCE CONTINUE N89°59'43"W A DISTANCE OF 74.00 FEET TO A POINT ON THE WEST LINE OF THE EAST ¼ OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼; THENCE LEAVING SAID NORTH LINE S00°17'28"W A DISTANCE OF 1300.46 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE N89°49'12"E A DISTANCE OF 330.97 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID NORTHWEST ¼; THENCE LEAVING SAID WEST LINE S86°12'55"E A DISTANCE OF 132.77 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437A AS SHOWN ON THE SR 451 RIGHT OF WAY MAPS FORMERLY KNOWN AS SR 429 / WESTERN BELTWAY OCECA PROJECT No. 7532-6460-604; THENCE S00°56'06"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 20.82 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID NORTHWEST ¼; THENCE LEAVING SAID RIGHT OF WAY LINE S89°49'12"W ALONG SAID SOUTH LINE A DISTANCE OF 132.32 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼; THENCE S89°49'12"W ALONG THE SOUTH LINE THEREOF A DISTANCE OF 330.95 FEET TO THE SOUTHWEST CORNER OF THE EAST ¼ OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼; THENCE LEAVING SAID SOUTH LINE N00°17'28"E ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.294 SQUARE FEET, MORE OR LESS

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

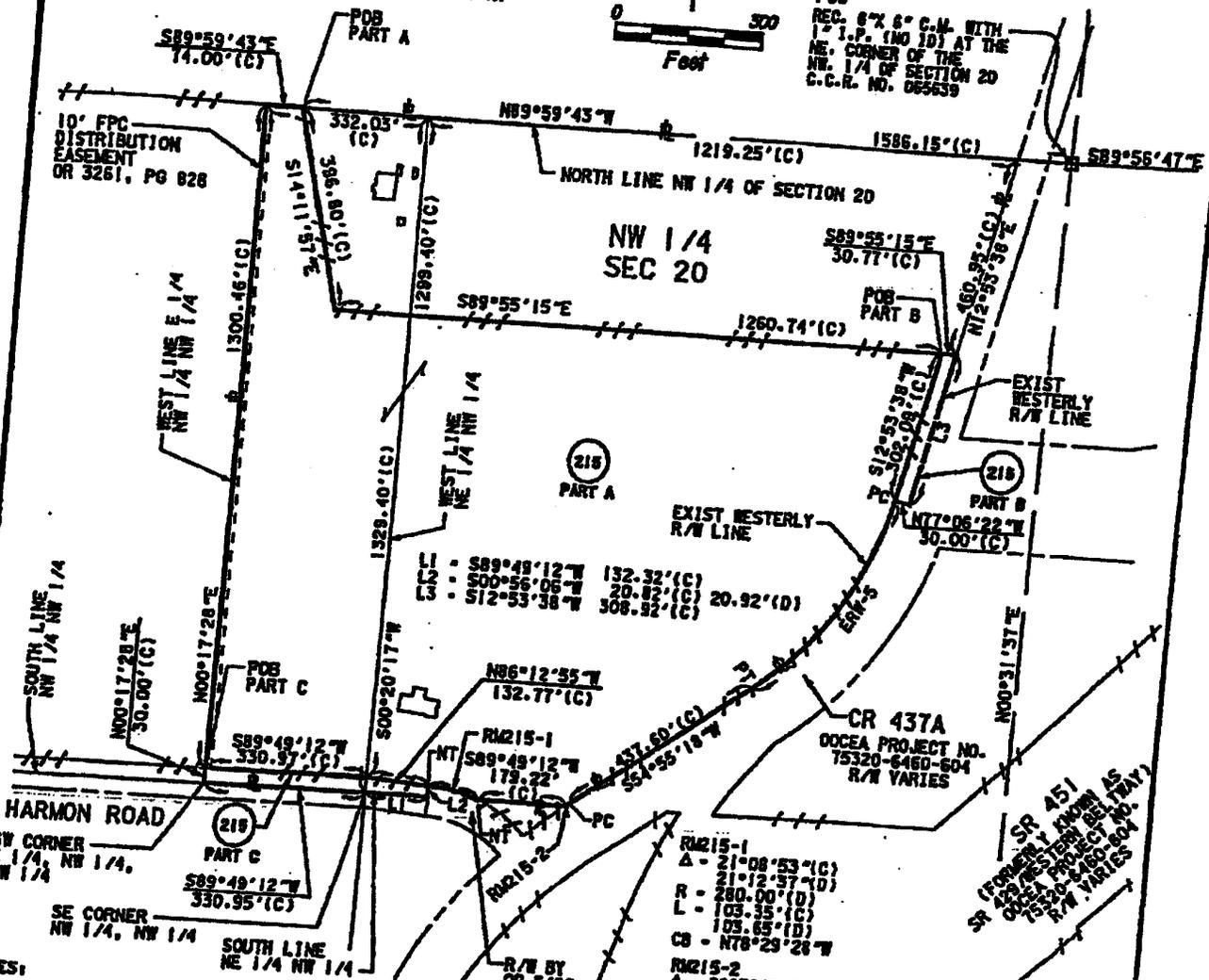
LEGEND

C - CALCULATED VALUE
 CB - CHORD BEARING
 CC - CERTIFIED CORNER RECORD
 CM - CONCRETE MONUMENT
 CR - CORNER
 CR - COUNTY ROAD
 D - DEED
 EXIST - EXISTING
 F - FIELD
 FND - FOUND
 ID - IDENTIFICATION
 IP - IRON PIPE
 JWG - JONES, WOOD & GENTRY, INC.
 LA - LIMITED ACCESS
 LB - LICENSED BUSINESS
 NT - NON-TANGENT

OR - OFFICAL RECORDS
 PG - PAGE
 PC - POINT OF CURVATURE
 PCC - POINT OF COMPOUND CURVATURE
 PT - POINT OF TANGENT
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT
 PL - PROPERTY LINE
 RGE - RANGE
 REC - RECOVERED
 R/W - RIGHT OF WAY
 SEC - SECTION
 STA - STATION
 TB - TANGENT BEARING
 TWP - TOWNSHIP

PROJECT NO. 429-200
 PARCEL 215 PARTS A, B & C

POC
 REC. 6"X 8" C.M. WITH
 1" I.P. (NO ID) AT THE
 NE CORNER OF THE
 NW 1/4 OF SECTION 20
 C.C.R. NO. 065639



- NOTES:**
1. BEARINGS AND DISTANCES BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 20-21-28 BEING S 69°59'43" E.
 2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH.
 3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.
 4. THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
 5. PARCEL 215 IS SUBJECT TO:
 - A) EASEMENT AND RIGHT OF WAY FOR WATER PIPE PER DEED BOOK 406, PAGE 193.
 - B) EASEMENTS IN FAVOR OF FLORIDA PUBLIC SERVICE CO. PER MISC. BOOK 41, PAGE 347, MISC. BOOK 41, PAGE 431 AND MISC. BOOK 41, PAGE 432.

RM215-1
 A - 21°08'53"(C)
 R - 21°12'37"(D)
 L - 280.00'(D)
 L - 103.35'(C)
 L - 103.65'(D)
 CB - N78°29'28"W

RM215-2
 A - 00°30'04"(C)
 R - 00°30'13"(D)
 L - 1014.93'(D)
 L - 8.88'(C)
 L - 8.92'(D)
 CB - S54°40'16"W

ERW-5
 A - 42°01'40"
 R - 656.20'
 L - 481.34'
 CB - S33°54'28"W

DRAWN:
 HARMON ROAD PROJECT, INC. & ROBERT W. HOLSTON
 OR 6033, PG 1518
 OR 8112, PG 0757

PARCEL NO. 215
 SEC 20, TWP 21 SOUTH, RGE 28 EAST
 R/W MAP PAGE NO. 2 & 8

PAGE 4 OF 4
 SKETCH OF DESCRIPTION
 THIS MAP IS NOT A SURVEY
 SEE SHEETS 1-3 FOR LEGAL.

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 414 - PROJECT 414-210

PART "B" (RIGHT OF WAY)

A PORTION OF THE SOUTH SEVEN-EIGHTHS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 5328, PAGE 4002, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE IN CENTER (NO ID) MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°31'48" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1314.98 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89°51'02" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 189.19 FEET TO THE EAST LINE OF THE WEST 189.18 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 00°31'48" WEST ALONG SAID EAST LINE A DISTANCE OF 130.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 130 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE CONTINUE NORTH 00°31'48" WEST ALONG SAID EAST LINE, A DISTANCE OF 990.69 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE SOUTH SEVEN-EIGHTHS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89°52'44" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 684.59 FEET; THENCE SOUTH 00°06'14" WEST, A DISTANCE OF 807.93 FEET; THENCE SOUTH 50°42'32" EAST, A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 35°14'43" EAST A DISTANCE OF 71.60 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CORAL HILLS ROAD AS DESCRIBED IN DEED BOOK 347, PAGE 292, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°07'46" WEST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 122.63 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 73°23'12" WEST, A DISTANCE OF 62.70 FEET; THENCE NORTH 22°22'54" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.085 SOJARE FEET, MORE OR LESS.

NOTES:

THIS SKETCH HAS BEEN PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION NO. 04.00169/72818. PREPARED BY FIRST AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 24, 2005.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

ORLANDO-ORANGE
COUNTY EXPRESSWAY
AUTHORITY
STATE ROAD 414



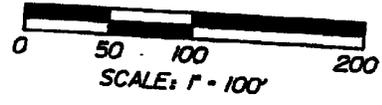
ORANGE COUNTY, FLORIDA

ORLANDO-
ORANGE COUNTY
EXPRESSWAY
AUTHORITY

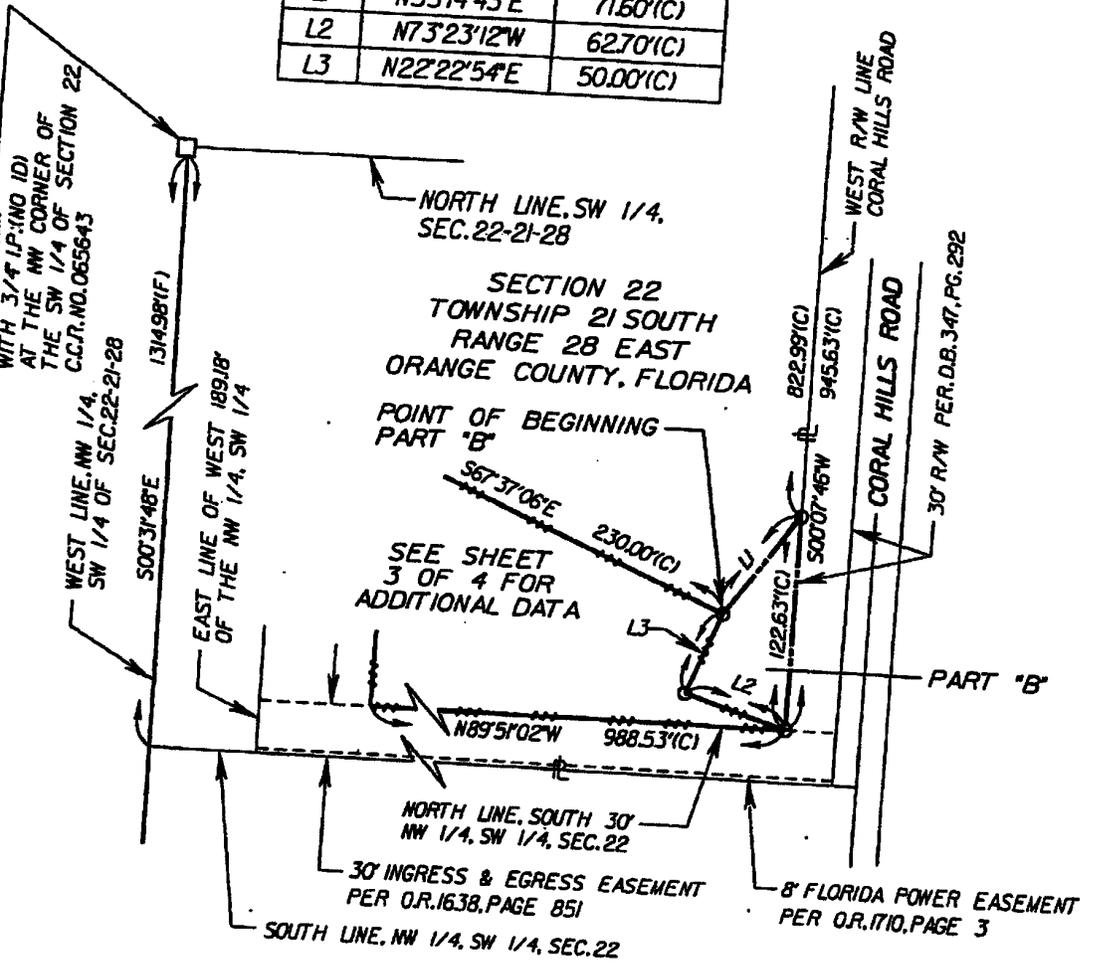
PARCEL 262

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SEC. 22-21-28, BEING S89°52'59"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/1990 ADJUSTMENT.

| LINE TABLE | | |
|------------|-------------|-----------|
| LINE | BEARING | DISTANCE |
| L1 | N35°14'43"E | 71.60'(C) |
| L2 | N73°23'12"W | 62.70'(C) |
| L3 | N22°22'54"E | 50.00'(C) |



POINT OF COMMENCEMENT
REC. 6" X 6" C.M.
WITH 3/4" I.P. (NO ID)
AT THE NW CORNER OF
THE SW 1/4 OF SECTION 22
C.C.R. NO. 055643



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 61G7-6 FAC.

JOHN F. CHENEY, P.L.S.
LICENSE NUMBER 4286

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

CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON
& ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

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

ORANGE COUNTY, FLORIDA

ORLANDO-
ORANGE COUNTY
EXPRESSWAY
AUTHORITY

PARCEL 262

DRAWING DATE: 04/26/06

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 414 - PROJECT NO. 414-210
RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART "B"

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7600, PAGE 4488, OF THE PUBLIC RECORD OF ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" x 6" CONCRETE MONUMENT WITH A 1" IRON PIPE IN THE CENTER (NO I.D.) MARKING THE SOUTHWEST CORNER OF SECTION 22; THENCE NORTH 00°31'48" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,314.98 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89°51'02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,754.91 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF APOPKA - VINELAND ROAD (COUNTY ROAD 435) AS DESCRIBED IN OFFICIAL RECORDS BOOK 3933, PAGE 3878, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5,779.58 FEET AND A CHORD DISTANCE OF 538.84 FEET; THENCE DEPARTING SAID NORTH LINE, FROM A CHORD BEARING OF SOUTH 18°17'54" EAST, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°20'37", AN ARC DISTANCE OF 539.03 FEET TO THE POINT OF TANGENCY THEREOF; THENCE SOUTH 20°58'13" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 247.93 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 68°08'47" WEST, A DISTANCE OF 666.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 68°08'47" WEST, A DISTANCE OF 62.15 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CORAL HILLS ROAD; THENCE SOUTH 00°07'46" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 125.06 FEET; THENCE SOUTH 89°52'14" EAST, A DISTANCE OF 15.99 FEET; THENCE NORTH 22°22'54" EAST, A DISTANCE OF 110.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,427 SQUARE FEET, MORE OR LESS.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

ORLANDO-ORANGE
COUNTY EXPRESSWAY
AUTHORITY
STATE ROAD 414



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

ORANGE COUNTY, FLORIDA

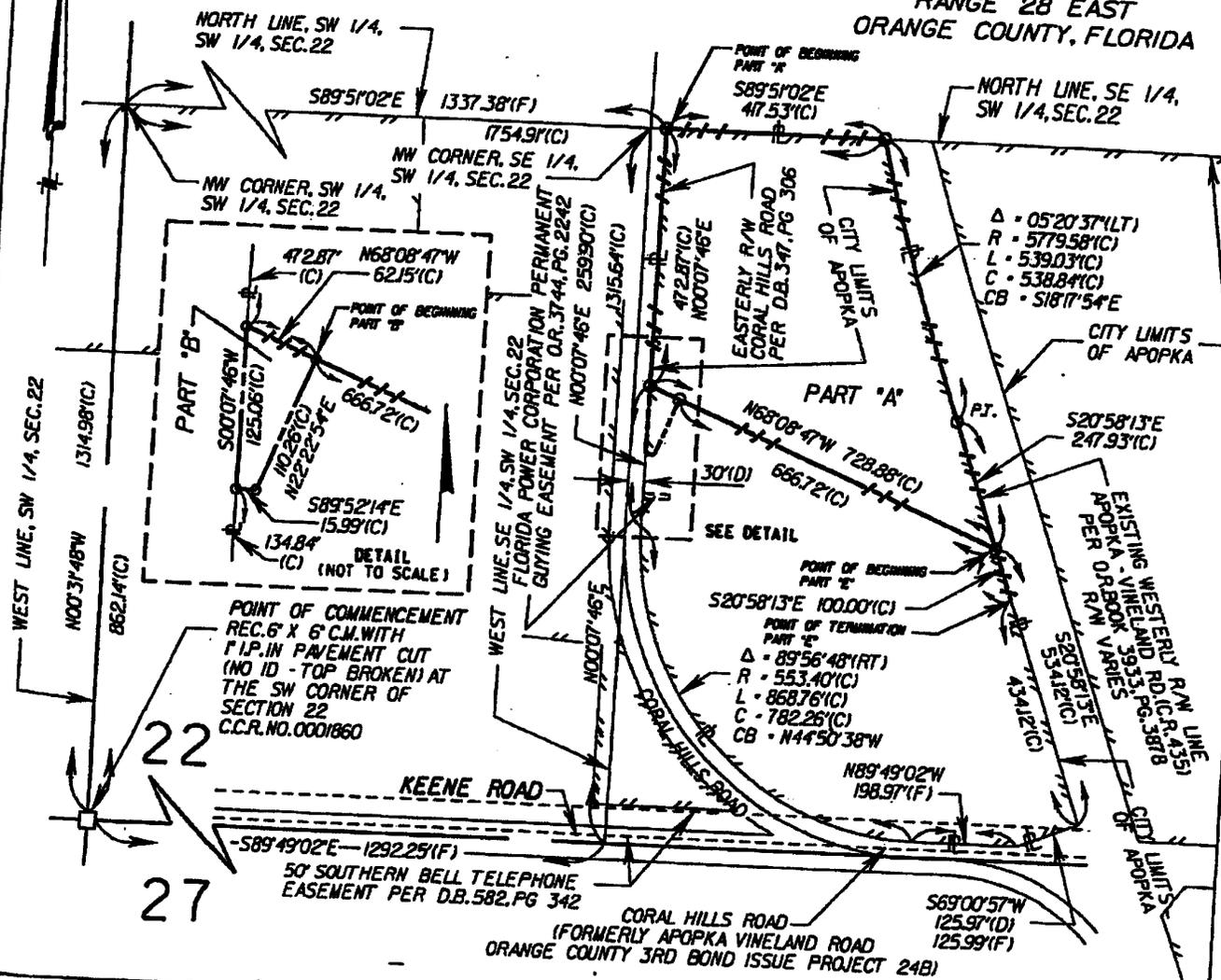
ORLANDO-
ORANGE COUNTY
EXPRESSWAY
AUTHORITY

PARCEL 266

DRAWING DATE: 08/08/06

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SEC. 22-21-28, BEING S89°5'02"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, N.A.D. 1983/1990 ADJUSTMENT.

SECTION 22
TOWNSHIP 21 SOUTH
RANGE 28 EAST
ORANGE COUNTY, FLORIDA

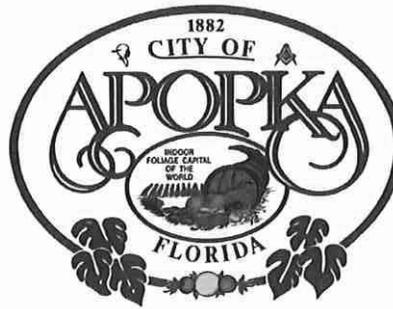


SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

ORLANDO-ORANGE
COUNTY EXPRESSWAY
AUTHORITY
STATE ROAD 414

**BOWYER
SINGLETON
& ASSOCIATES, INCORPORATED**
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

ORANGE COUNTY, FLORIDA
ORLANDO-ORANGE COUNTY
EXPRESSWAY
AUTHORITY
PARCEL 266
DRAWING DATE: 08/08/06



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

August 2, 2021

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

RE: Road Right-of-Way and Property needed for the Harmon Road Extension

Dear Ms. Kelley,

The City is tasked with ensuring that the necessary support infrastructure is in place, including fire stations, hospitals, and roadways, to support the growing population in the City of Apopka. To accomplish this task, the City has planned several infrastructure projects in the area of Harmon Road. The City's top priority for roadway construction is the Harmon Road Extension. Once completed, Harmon Road will extend from Binion Road to Marden Road and the SR 414 ramps creating a road network that will provide better local circulation and a clear, direct access to the AdventHealth Hospital ("AdventHealth") and the proposed new fire station. In order for this infrastructure project to progress, we are requesting the assistance and partnerships of the Central Florida Expressway System ("CFX") and AdventHealth.

The construction of the Harmon Road Extension and the new fire station requires right-of-way owned by AdventHealth, a not-for-profit public hospital, and CFX, as depicted on the map included as Attachment "A". The fire station site was initially planned for the south side of the proposed Harmon Road Extension. You can see in Attachment "B" that it was to be 0.4 acres of real property that was conveyed by CFX to the City ("CFX Property"). However, after the road design began, it became clear that the fire station site needed to be relocated to the north side of the road on a portion of real property owned by AdventHealth ("Hospital Property") to accommodate the Harmon Road alignment and retention ponds for the new fire station and road network. The new location for the fire station on a portion of the Hospital Property is ideal because of its proximity to the hospital, SR 414 and SR 429.

The City has worked closely with AdventHealth to secure their partnership in this infrastructure project and recently entered into a mutually beneficial agreement with AdventHealth to swap City properties, including the CFX Property, for the Hospital Property. The location and shape of the CFX Property as a remnant parcel after the construction of the Harmon Road Extension, make it undevelopable as a standalone piece. However, when combined with the adjacent real property owned by AdventHealth, the CFX Property will enhance AdventHealth's ability to expand vital health services it provides to the community. The proposed swap will enable AdventHealth to expand invaluable health services it provides to the community by providing it with a larger parcel more appropriate for its expansion plans and will provide additional road frontage on Ocoee Apopka Road and Harmon Road, making future services developed on the site more accessible to the residents served by the hospital.

As a condition to the closing of the property swap with AdventHealth, the City is required to convey unencumbered title to the CFX Property. A title search conducted before the closing of the property swap revealed that the CFX Property that was originally conveyed to the City by CFX is subject to a reverter clause set forth in the Quit Claim Deed and Drainage Easement. See a copy of those documents which are included as Attachment "C" The reverter clause in the Deed specifically requires that the CFX Property be used for City or County public right-of-way ("Reverter Clause"). The City is requesting a release of the CFX Property and that the remaining property conveyed to the City by CFX in the Deed ("Remaining Property") from the Reverter Clause and a release of the CFX Property from the Easement Agreement to allow the property swap with AdventHealth to close and the construction of the Harmon Road Extension and the fire station to move forward.

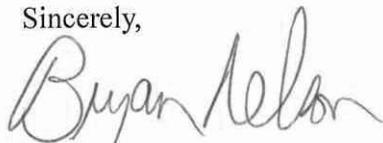
All of the property conveyed to the City by CFX, including the CFX Property transferred to AdventHealth, will continue to be used for valid public purposes that will serve the needs of the surrounding community. With the exception of the CFX Property being exchanged for the Hospital Property, the Remaining Property will continue to be used for public right-of-way uses and other valid public purposes, including the Harmon Road Extension and drainage ponds necessary for the road construction and the fire station. To ensure the continued use of the CFX Property as a public use, AdventHealth has confirmed that it is their intention to develop and maintain ownership of this CFX Property. If the swap is approved, AdventHealth would not object to a new reverter clause being placed on the CFX property that would restrict AdventHealth's use of the CFX Property to public uses for a term of ten years. The City is also agreeable to amending the Reverter Clause to provide that all of the real property conveyed to the City by CFX, including the CFX Property and Remaining Property, will be used for public purposes.

This infrastructure project has been a high priority for the City and AdventHealth from the time it was announced that a new hospital was being constructed on Ocoee Apopka Road at Harmon Road. Design phase for the Harmon Road Extension was funded in the current fiscal year and will be completed in about two months. The construction phase of the Harmon Road Extension is funded in City's fiscal year 2021/2022, and the City plans to advertise an RFP before the end of 2021. Furthermore, the Apopka Fire Department was just awarded a legislative appropriation for the fire station construction, and the City is ready to commence construction on this vital infrastructure to support the needs of our residents so time is of the essence in getting our requests approved.

We sincerely hope you will look favorably on the overall public purpose and impact the remaining CFX Property will have on the City and its citizens and that while a transfer to a third party is not a typical request, in this rare instance it is being provided to a not-for-profit entity that serves the community in an effort to accommodate the City's need to build the fire state and extend Harmon Road.

Should you have any questions, please do not hesitate to contact me.

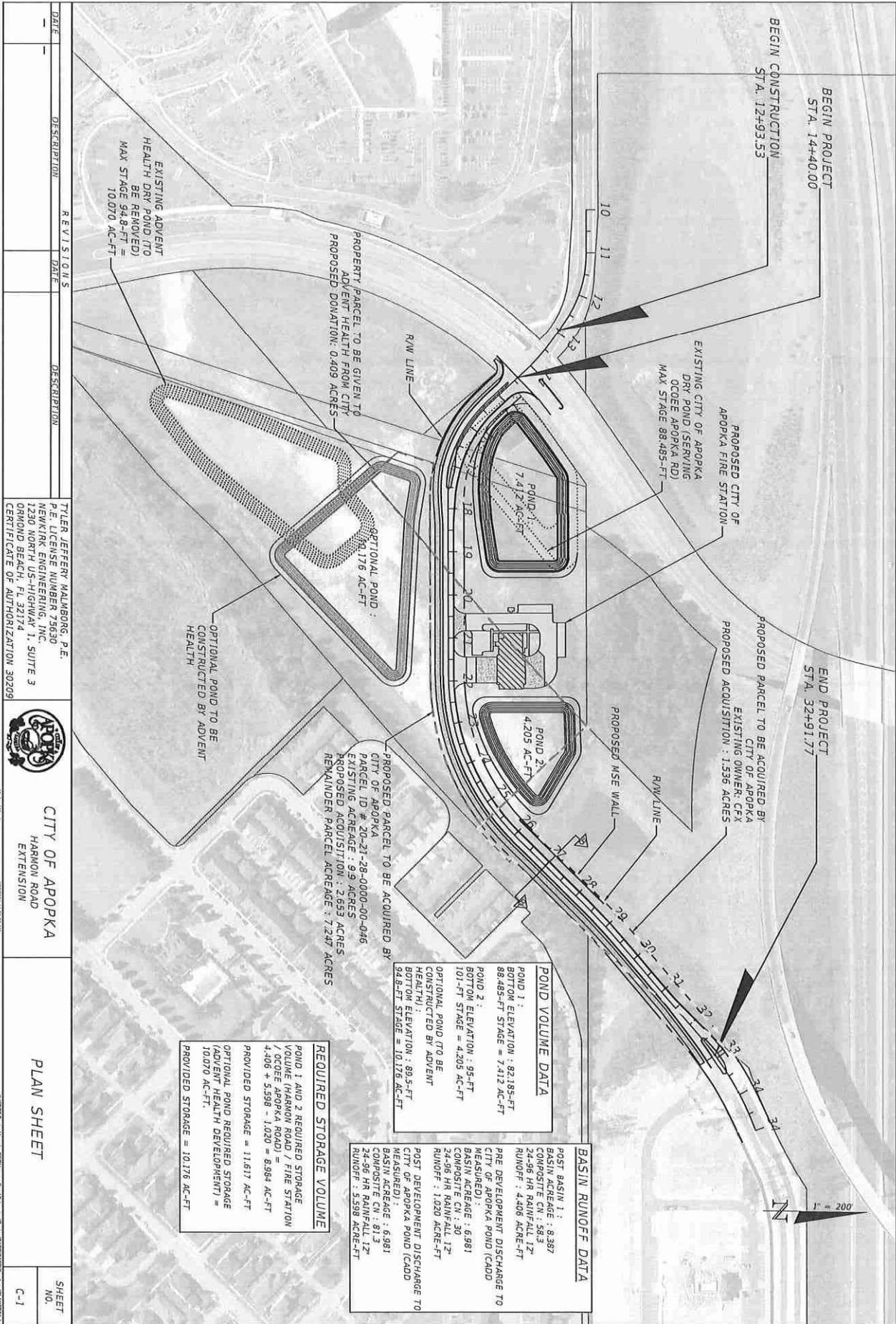
Sincerely,



Bryan Nelson
Mayor, City of Apopka
Attachments

Cc: Tim Clark, AdventHealth
Edward Bass, City of Apopka
Michael A. Rodriguez, City of Apopka
James Hitt, City of Apopka

Exhibit "A"



BEGIN PROJECT
STA. 14+40.00

END PROJECT
STA. 32+91.77

PROPOSED CITY OF APOPKA
FIRE STATION
EXISTING CITY OF APOPKA
DRY POND (SERVING
DCOE APOPKA RD)
MAX STAGE 88,485-FT

PROPOSED PARCEL TO BE ACQUIRED BY
CITY OF APOPKA
EXISTING OWNER: CFX
PROPOSED ACQUISITION : 1.536 ACRES

PROPERTY PARCEL TO BE GIVEN TO
ADVENT HEALTH FROM CITY
PROPOSED DONATION: 0.409 ACRES

OPTIONAL POND TO BE
CONSTRUCTED BY ADVENT
HEALTH

EXISTING ADVENT
HEALTH DRY POND (TO
BE REMOVED)
MAX STAGE 94.8-FT =
10,070 AC-FT

POND VOLUME DATA

POND 1 :
BOTTOM ELEVATION : 82.185-FT
88,485-FT STAGE = 7,412 AC-FT
POND 2 ELEVATION : 95-FT
101-FT STAGE = 4,205 AC-FT
OPTIONAL POND TO BE
CONSTRUCTED BY ADVENT
HEALTH :
BOTTOM ELEVATION : 89.5-FT
94.8-FT STAGE = 10,176 AC-FT

Basin Runoff Data

POST BASIN 1 :
BASIN ACREAGE : 6,987
24-96 HR RAINFALL 12"
RUNOFF : 4,406 ACRE-FT
PRE DEVELOPMENT DISCHARGE TO
CITY OF APOPKA POND (CAOD
MEASURED) :
BASIN ACREAGE : 6,981
COMPOSITE CW : 30.12"
24-96 HR RAINFALL 12"
RUNOFF : 1,020 ACRE-FT
POST DEVELOPMENT DISCHARGE TO
CITY OF APOPKA POND (CAOD
MEASURED) :
BASIN ACREAGE : 6,981
COMPOSITE CW : 81.3"
24-96 HR RAINFALL 12"
RUNOFF : 5,598 ACRE-FT

REQUIRED STORAGE VOLUME

POND 1 AND 2 REQUIRED STORAGE
VOLUME (HARMON ROAD / FIRE STATION
4,406 + 5,598 = 10,020 = 8,984 AC-FT
PROVIDED STORAGE = 11,817 AC-FT
OPTIONAL POND REQUIRED STORAGE
(ADVENT HEALTH DEVELOPMENT) =
10,070 AC-FT
PROVIDED STORAGE = 10,176 AC-FT

| DATE | DESCRIPTION | DATE | DESCRIPTION |
|------|-------------|------|--|
| | REV 1 | | TYLER JEFFERY MALMBORG, P.E. P.E. LICENSE NUMBER 75630 NEWTRIK ENGINEERING, INC. 1230 NORTH US-HIGHWAY 1, SUITE 3 ORLAND BEACH, FL 32174 CERTIFICATE OF AUTHORIZATION 30209 |

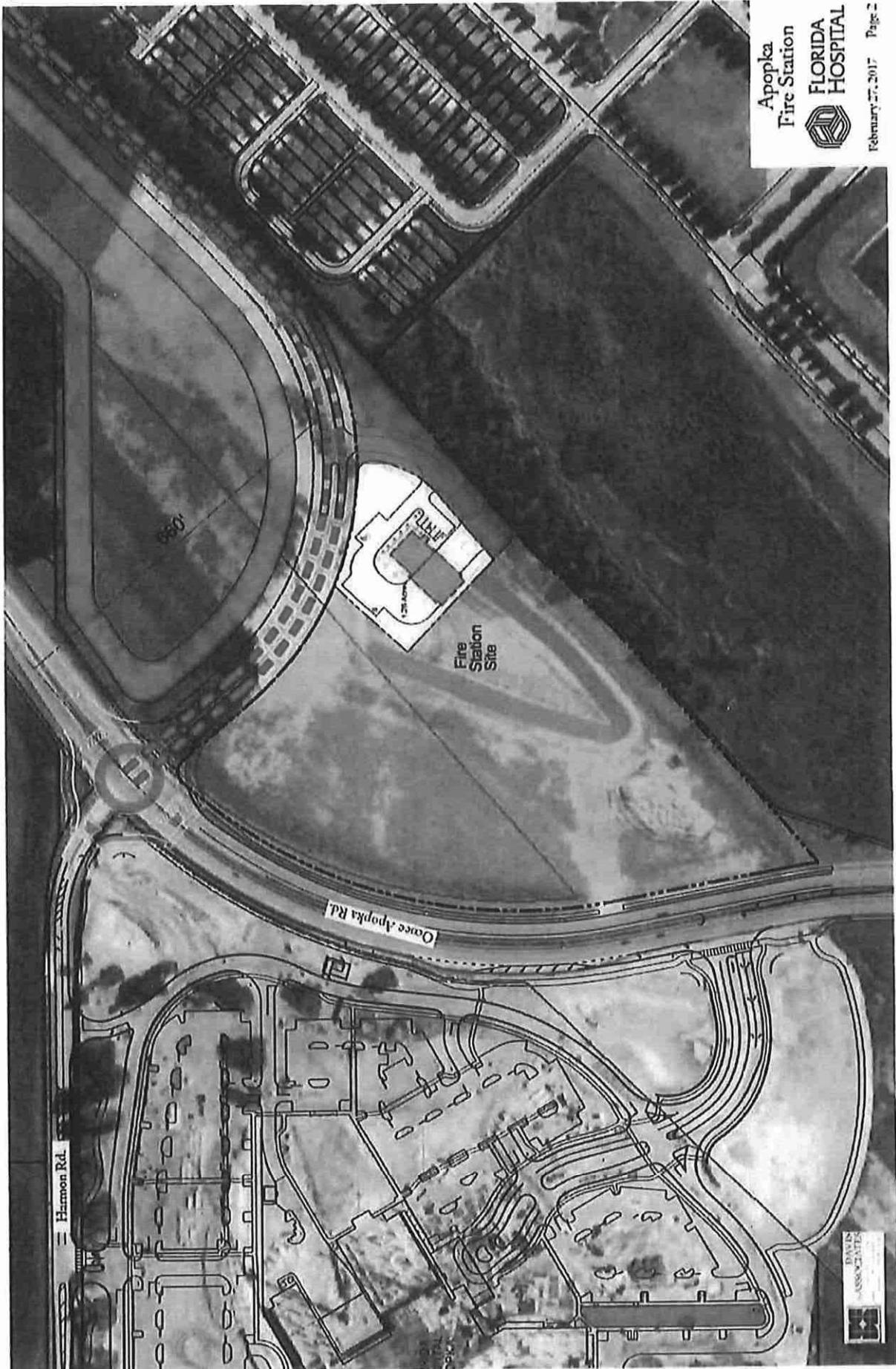


CITY OF APOPKA
HARMON ROAD
EXTENSION

PLAN SHEET

SHEET NO. C-1

Exhibit "B"



Apopka
Fire Station
FLORIDA
HOSPITAL



February 27, 2017 Page 2

JOYAN
ASSOCIATES



ATTACHMENT "E"

Prepared by and Return to:

Laura L. Kelly
Associate General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For recording purposes

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

PARTIAL RELEASE AND REESTABLISHMENT OF RESTRICTION AND PARTIAL RELEASE OF EASEMENT AND MAINTENANCE AGREEMENT

THIS PARTIAL RELEASE AND REESTABLISHMENT OF RESTRICTION AND PARTIAL RELEASE OF EASEMENT AND MAINTENANCE AGREEMENT (“Release”) is hereby made and entered into as of the Effective Date (hereinafter defined) 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 (“CFX”), whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807, and the **CITY OF APOPKA, FLORIDA**, a municipality of the State of Florida, whose address is 120 East Main Street, Apopka, Florida 32703-5346 (“City”).

RECITALS:

WHEREAS, CFX conveyed to the City that certain real property more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“Property”) pursuant to that certain Quit Claim Deed with Reservations and Easements dated June 29, 2018, and recorded August 2, 2018, as Document Number 20180459286 in the Public Records of Orange County, Florida (“Deed”); and

WHEREAS, the Deed included a restriction and reversionary clause on the Property restricting the use of the Property for use as public right-of-way, and in the event the Property is no longer used for City or County public right-of-way purposes, all right, title and interest automatically reverts back to CFX, at CFX’s option (collectively, the “Restriction”); and

WHEREAS, concurrent with the execution of the Deed, CFX and the City entered into that certain Easement Agreement for Expressway Facilities dated June 29, 2018, and recorded August 3, 2018, as Document Number 20180460203 in the Public Records of Orange County, Florida (“Easement Agreement”); and

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

WHEREAS, the City desires to convey certain real property as more particularly described in **Exhibit “B”** attached hereto and incorporated herein by reference (“Future Hospital Property”), which includes a portion of the Property, to Adventist Health System/Sunbelt, Inc., for the development, construction, use, and maintenance of a portion of the Property as a not-for-profit hospital; and

WHEREAS, the City desires to use the remaining portion of the Property for the development, construction, use, and maintenance, of a fire station and ancillary facilities and infrastructure required for the development of a fire station; and

WHEREAS, the City is requesting, and CFX is agreeable to, the release of the Property from the Restriction, subject to the reestablishment of a revised restriction in accordance with the terms and conditions hereof; and

WHEREAS, the City is requesting, and CFX is agreeable to, the release of the Future Hospital Property from the terms of the Easement Agreement, subject to the terms and conditions hereof.

WITNESSETH:

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

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

1. **Release and Reestablishment of Restriction.** CFX hereby releases and discharges the Property from the Restriction by this reference, provided; however, as consideration for releasing and discharging Property from the Restriction, CFX and City agree and acknowledge that the Property shall be subject to the following use restriction and reversionary clause (“Use Restriction”):

City, and City’s successors and assigns, agree that the Property shall only be used for public purposes, including, without limitation, not-for-profit hospital and healthcare uses, public right-of-way, stormwater, fire station or other health and safety uses, pedestrian, or recreational uses (collectively, the “Permitted Uses”). Further, the foregoing use restriction shall run with title to Property for a term of the lesser of ten (10) years from the Effective Date of this Release or the maximum number of years allowable by law (“Term”). During the Term, if the Property ceases to be used for any of the Permitted Uses, CFX may elect to pursue any remedies available to the CFX in law or equity including, without limitation, specific performance, or for all right, title, and interest to the Property that is not used for one of the Permitted Uses to automatically revert back to CFX at no cost to CFX. In such event, CFX shall notify City in writing of its intent to exercise its right of reverter with

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

respect to the CFX Property (“Reversion Notice”). Notwithstanding the foregoing, in the event City, or City’s successors or assigns, desires to cease operation of the Property for any of the Permitted Uses or otherwise sell, convey, or transfer the Property to a third party for a use other than any of the Permitted Uses during the Term, City, or City’s successors or assigns, shall provide written notice to CFX of such (“Sale Notice”) and in such event, CFX shall have the right of first refusal and shall have ninety (90) days from CFX’s receipt of the Sale Notice to deliver to City a Reversion Notice.”

It is understood and agreed that nothing contained herein shall be construed to release or discharge any other portion of real property conveyed to the City pursuant to the Deed not otherwise identified herein, from the terms of the Restriction, and any other restrictions and easements contained in the Deed shall remain and continue in full force and effect.

2. **Release from Easement Agreement.** CFX hereby releases and discharges that portion of the Property located within the Future Hospital Property from the terms and conditions of the Easement Agreement by this reference. It is understood and agreed that nothing contained herein shall be construed to release or discharge any other portion of Property from the terms of the Easement Agreement, and any other restrictions and easements contained in the Easement Agreement shall remain and continue in full force and effect.

3. **Effective Date.** The effective date of this Release shall be the date upon which the last of the parties hereto executes this Release (“Effective Date”).

IN WITNESS WHEREOF, CFX and the City have caused this Release to be executed in the manner and form sufficient to bind it as of the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

Print Name: _____

By: _____
Buddy Dyer, Chairman

Date: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ___ day of _____,
2021 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ___ day of _____, 2021, by _____
_____, as Chairman of the Central Florida Expressway Authority, on behalf of the organization.
He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

“CITY”

CITY OF APOPKA, FLORIDA

Print Name: _____

By: _____
Bryan Nelson, Mayor

Print Name: _____

Date: _____

Attest:

Approved as to form and legality by legal
counsel.

By: _____
Print Name: _____
Title: _____

By: _____
Michael A. Rodriguez

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization on this ____ day of _____, 2021, by Bryan Nelson, as Mayor of the City of
Apopka, Florida, on behalf of the organization. He is personally known to me OR produced _____
_____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

EXHIBIT "A"
Legal Description of the Property

A PORTION OF PARCEL 63-117 - POND

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE S00°31'43"W ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20 FOR 1325.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE S89°49'06"W ALONG SAID NORTH LINE FOR 139.74 FEET FOR THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 7469.44 FEET, A CHORD DISTANCE OF 382.43 FEET AND A CHORD BEARING OF S47°58'03"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°56'02", FOR 382.47 FEET TO THE POINT OF TANGENCY; THENCE S49°26'04"W FOR 386.97 FEET; THENCE N40°33'56"W FOR 91.38 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE RUN ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES; THENCE N17°47'49"E FOR 229.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 924.93 FEET, A CHORD DISTANCE OF 240.91 FEET AND A CHORD BEARING OF N25°16'48"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°57'58", FOR 241.60 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 20; THENCE N89°49'06"E FOR 464.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.302 ACRES, MORE OR LESS.

AND

PARCEL 63-125 - POND

A PORTION OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°37'58"E ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20 FOR 1524.03 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE N17°47'49"E ALONG SAID RIGHT OF WAY LINE FOR 994.64 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N17°47'49"E FOR 193.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 984.93 FEET, A CHORD DISTANCE OF 218.42 FEET AND A CHORD BEARING OF N24°09'46"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°43'55", FOR 218.87 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN S89°49'06"W ALONG SAID NORTH LINE FOR 27.10 FEET; THENCE DEPARTING SAID NORTH LINE RUN S54°55'51"W FOR 163.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 894.93 FEET, A CHORD DISTANCE OF 178.84 FEET AND A CHORD BEARING OF S49°11'47"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°28'08", FOR 179.14 FEET; THENCE S40°33'56"E FOR 226.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.979 ACRES, MORE OR LESS.

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

EXHIBIT "B"
Future Hospital Property

Description

A portion of Section 20, Township 21 South, Range 28 East, Orange County, Florida, also being a portion of land described in Document Number 20180046889, and Document Number 20180459286, in the Public Records of Orange County, Florida being more particularly described as follows:

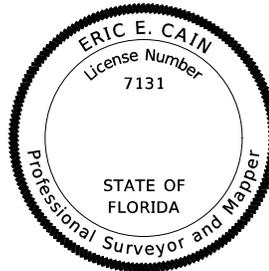
Commence at the Southeast corner of the Southeast One Quarter of the Northwest One Quarter of Section 20, Township 21 South, Range 28 East, Orange County, Florida; thence South 89°38'00" West, a distance of 1051.68 feet along the South line of said Southeast One Quarter of the Northwest One Quarter, to the POINT OF BEGINNING, said point being on the East right of way line of County Road No. 437A as shown on the Orlando Orange County Expressway Authority, Western Beltway, right of way map for State Road No. 429, Section 75320-6460-604; thence South 17°47'58" West, a distance of 162.98 feet, along said East right of way line to a point on a non-tangent curve concave Westerly, having a radius of 1029.93 feet, a central angle of 09°05'51" and a chord bearing and distance of North 03°44'55" West, 163.36 feet, said point being on the Easterly right of way line of the County Road 437A Re-alignment as shown on said Orlando Orange County Expressway Authority right of way map; thence from a tangent bearing North 00°48'00" East, Northerly, a distance of 163.53 feet, along the arc of said curve and along said Easterly right of way line to a point on the West right of way line of County Road No. 437A as shown on said Orlando Orange County Expressway Authority right of way map; thence North 17°47'58" East, a distance of 986.35 feet, along said West right of way line to a point on the Southerly line of a Parcel described in Document Number 20180459286 as recorded in the Public Records of Orange County, Florida; thence North 40°34'55" West, a distance of 226.64 feet along said Southerly line to a point on a non-tangent curve concave Southeasterly, having a radius of 894.93 feet and a central angle of 00°33'47" and a chord bearing and distance of North 43°44'30" East, 8.79 feet, said point also being a point on the Easterly right of way of aforesaid County Road 437A Re-alignment; thence from a tangent bearing of North 43°27'37" East, Northeasterly along the arc of said curve and along said Easterly right of way line, a distance of 8.79 feet; thence departing said Easterly right of way line South 43°07'00" East, a distance of 68.39 feet to a point of curvature of a curve concave Northeasterly, having a radius of 342.50 feet and a central angle of 47°03'49" and a chord bearing and distance of North 66°38'55" West, 273.49 feet; thence Southeasterly, a distance of 281.34 feet along the arc of said curve; thence departing said curve North 89°49'10" East, a distance of 116.21 feet to a point on the Southeasterly line of aforesaid Parcel described in Document Number 20180459286; thence South 49°24'26" West, a distance of 220.44 feet along said Southeasterly line to a point on the Southerly line of said Parcel; thence North 40°34'55" West, a distance of 91.39 feet along said Southerly line to a point on the Westerly right of way line of aforesaid County Road No. 437A; thence South 17°47'58" West, a distance of 938.38 feet along said Westerly right of way line to the Point of Beginning.

Containing 2.04 acres, more or less.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING SOUTH 89°38'00" WEST.
2. THIS SKETCH AND LEGAL DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR:
NEWKIRK ENGINEERING
CITY OF APOPKA



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Digitally signed by
Eric E Cain
Date: 2021.01.28
15:35:04 -05'00'

ERIC E. CAIN
FLORIDA PROFESSIONAL SURVEYOR & MAPPER LS 7131

THIS IS NOT A SURVEY

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENT.



ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
400 STATE ROAD 434, SUITE 1024
OVIDO, FLORIDA 32765
888.778.ECHO | www.echoues.com

DATE: 01/28/2021
PROJECT NUMBER: 20-379
OFFICE: DH
CHECKED: EC

SCALE:
1" = 200'
SHEET 01 OF 03

Sketch

HARMON ROAD
60' RIGHT OF WAY PER
MAITLAND BOULEVARD
EXTENSION STATE
ROAD 429/414 SYSTEM
INTERCHANGE,
PROJECT NO. 428-200

COUNTY ROAD 437A RE-ALIGNED
RIGHT OF WAY VARIES PER
AUTHORITY - ORANGE COUNTY EXPRESSWAY
BELTWAY, STATE ROAD 429,
PROJECT NO. 75320-6460-604

PARCEL ID #
20-21-28-0000-00-044
OWNER ADVENTIST HEALTH
SYSTEM/SUNBELT INC
OFFICIAL RECORDS BOOK
10692, PAGE 5890

PARCEL ID #
20-21-28-0000-00-047
OWNER ADVENTIST HEALTH
SYSTEM/SUNBELT INC

PARCEL ID #
20-21-28-0000-00-046
OWNER ADVENTIST HEALTH
SYSTEM/SUNBELT INC
OFFICIAL RECORDS BOOK
10692, PAGE 5890

COUNTY ROAD 437A
60' RIGHT OF WAY PER
ORLANDO - ORANGE COUNTY EXPRESSWAY
AUTHORITY RIGHT OF WAY MAP, WESTERN
BELTWAY, STATE ROAD 429,
PROJECT NO. 75320-6460-604

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF THE
SE 1/4 OF THE NW 1/4 OF
SECTION 20-21-28

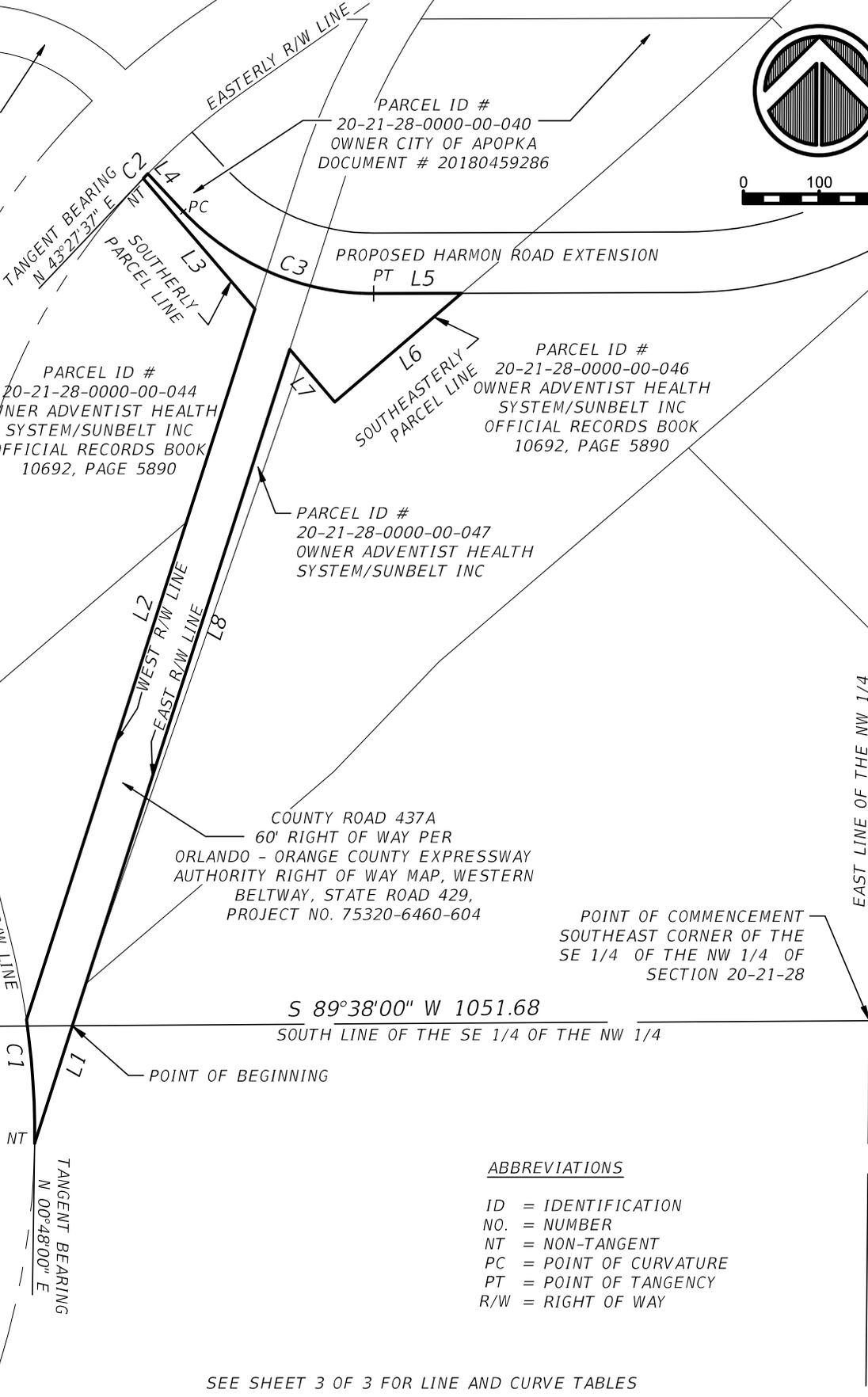
S 89°38'00" W 1051.68
SOUTH LINE OF THE SE 1/4 OF THE NW 1/4

POINT OF BEGINNING

ABBREVIATIONS

- ID = IDENTIFICATION
- NO. = NUMBER
- NT = NON-TANGENT
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- R/W = RIGHT OF WAY

SEE SHEET 3 OF 3 FOR LINE AND CURVE TABLES



ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
400 STATE ROAD 434, SUITE 1024
OVIEDO, FLORIDA 32765
888.778.ECHO | www.echoues.com

DATE: 01/28/2021
PROJECT NUMBER: 20-379
OFFICE: DH
CHECKED: EC

SCALE:
1" = 200'
SHEET 02 OF 03

Curve and Line Tables

| <i>Line Table</i> | | |
|-------------------|------------------|---------------|
| <i>Line #</i> | <i>Direction</i> | <i>Length</i> |
| L1 | S 17° 47' 58" W | 162.98 |
| L2 | N 17° 47' 58" E | 986.35 |
| L3 | N 40° 34' 55" W | 226.64 |
| L4 | S 43° 07' 00" E | 68.39 |
| L5 | N 89° 49' 10" E | 116.21 |
| L6 | S 49° 24' 26" W | 220.44 |
| L7 | N 40° 34' 55" W | 91.39 |
| L8 | S 17° 47' 58" W | 938.38 |

| <i>Curve Table</i> | | | | | |
|--------------------|---------------|--------------|-------------------|----------------------|---------------------|
| <i>Curve #</i> | <i>Radius</i> | <i>Delta</i> | <i>Arc Length</i> | <i>Chord Bearing</i> | <i>Chord Length</i> |
| C1 | 1029.93 | 009°05'51" | 163.53 | N 03°44'55" W | 163.36 |
| C2 | 894.93 | 000°33'47" | 8.79 | N 43°44'30" E | 8.79 |
| C3 | 342.50 | 047°03'49" | 281.34 | S 66°38'55" E | 273.49 |

ATTACHMENT "F"



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

August 25, 2021

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

**RE: PARTIAL RELEASE AND REESTABLISHMENT OF RESTRICTION AND PARTIAL
RELEASE OF EASEMENT AND MAINTENANCE AGREEMENT**
SR 429, Projects 429-604 and 429-200
Parcels 63-117 Partial and 63-125 Partial

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

1. We have reviewed the limits of the parcels associated with the Harmon Road area shown in Exhibit "A" attached hereto. The SR 429 Projects 429-604 and 429-200 have been completed. In our opinion, based upon the foregoing, we certify that the partial release of the above referenced CFX Parcels from the term and conditions of the Easement Agreement for Expressway Facilities dated June 29, 2018, and recorded August 3, 2018, as Document Number 20180460203 in the Public Records of Orange County, Florida ("Easement Agreement") would not impede or restrict the current or future construction, operation or maintenance of the CFX Expressway System, and the easement interests reserved over the CFX Parcels are no longer essential for the current or future construction, operation or maintenance of the CFX Expressway System.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Laura N Kelly, Esq. CFX (w/ enc.)

MEMO ATTACHMENT "B"

Prepared by and Return to:

Laura L. Kelly
Associate General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For recording purposes

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

PARTIAL RELEASE AND REESTABLISHMENT OF RESTRICTION AND PARTIAL RELEASE OF EASEMENT AND MAINTENANCE AGREEMENT

THIS PARTIAL RELEASE AND REESTABLISHMENT OF RESTRICTION AND PARTIAL RELEASE OF EASEMENT AND MAINTENANCE AGREEMENT (“Release”) is hereby made and entered into as of the Effective Date (hereinafter defined) 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 (“CFX”), whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807, and the **CITY OF APOPKA, FLORIDA**, a municipality of the State of Florida, whose address is 120 East Main Street, Apopka, Florida 32703-5346 (“City”).

RECITALS:

WHEREAS, CFX conveyed to the City that certain real property more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“Property”) pursuant to that certain Quit Claim Deed with Reservations and Easements dated June 29, 2018, and recorded August 2, 2018, as Document Number 20180459286 in the Public Records of Orange County, Florida (“Deed”); and

WHEREAS, the Deed included a restriction and reversionary clause on the Property restricting the use of the Property for use as public right-of-way, and in the event the Property is no longer used for City or County public right-of-way purposes, all right, title and interest automatically reverts back to CFX, at CFX’s option (collectively, the “Restriction”); and

WHEREAS, concurrent with the execution of the Deed, CFX and the City entered into that certain Easement Agreement for Expressway Facilities dated June 29, 2018, and recorded August 3, 2018, as Document Number 20180460203 in the Public Records of Orange County, Florida (“Easement Agreement”); and

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

WHEREAS, the City desires to convey certain real property as more particularly described in **Exhibit “B”** attached hereto and incorporated herein by reference (“Future Hospital Property”), which includes a portion of the Property, to Adventist Health System/Sunbelt, Inc. (“Advent Health”) for the development, construction, use, and maintenance of a portion of the Property as a not-for-profit hospital; and

WHEREAS, in exchange for the conveyance of the Future Hospital Property from the City to Advent Health, Advent Health is conveying that certain real property more particularly described in **Exhibit “C”** to the City; and

WHEREAS, the City desires to use the remaining portion of the Property for the development, construction, use, and maintenance, of a fire station and ancillary facilities and infrastructure required for the development of a fire station; and

WHEREAS, the City is requesting, and CFX is agreeable to, the release of the Property from the Restriction, subject to the reestablishment of a revised restriction in accordance with the terms and conditions hereof; and

WHEREAS, the City is requesting, and CFX is agreeable to, the release of the Future Hospital Property from the terms of the Easement Agreement, subject to the terms and conditions hereof.

WITNESSETH:

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

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

2. **Release and Reestablishment of Restriction.** CFX hereby releases and discharges the Property from the Restriction by this reference, provided; however, as consideration for releasing and discharging Property from the Restriction, CFX and City agree and acknowledge that the Property shall be subject to the following use restriction and reversionary clause (“Use Restriction”):

City, and City’s successors and assigns, agree that the Property shall only be used for public purposes, including, without limitation, not-for-profit hospital and healthcare uses, public right-of-way, stormwater, fire station or other health and safety uses, pedestrian, or recreational uses (collectively, the “Permitted Uses”). The Permitted Uses shall not include any revenue generating uses without the express written consent of CFX. Further, the foregoing use restriction shall run with title to Property for a term of the lesser of ten (10) years from the Effective Date of this Release or the maximum number of years allowable

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

by law ("Term"). During the Term, if the Property ceases to be used for any of the Permitted Uses, CFX may elect to pursue any remedies available to the CFX in law or equity including, without limitation, specific performance, or for all right, title, and interest to the Property that is not used for one of the Permitted Uses to automatically revert back to CFX at no cost to CFX. In such event, CFX shall notify City in writing of its intent to exercise its right of reverter with respect to the CFX Property ("Reversion Notice"). Notwithstanding the foregoing, in the event City, or City's successors or assigns, desires to cease operation of the Property for any of the Permitted Uses or otherwise sell, convey, or transfer the Property to a third party for a use other than any of the Permitted Uses during the Term, City, or City's successors or assigns, shall provide written notice to CFX of such ("Sale Notice") and in such event, CFX shall have the right of first refusal and shall have ninety (90) days from CFX's receipt of the Sale Notice to deliver to City a Reversion Notice."

It is understood and agreed that nothing contained herein shall be construed to release or discharge any other portion of real property conveyed to the City pursuant to the Deed not otherwise identified herein, from the terms of the Restriction, and any other restrictions and easements contained in the Deed shall remain and continue in full force and effect.

3. **Release from Easement Agreement.** CFX hereby releases and discharges that portion of the Property located within the Future Hospital Property from the terms and conditions of the Easement Agreement by this reference. It is understood and agreed that nothing contained herein shall be construed to release or discharge any other portion of Property from the terms of the Easement Agreement, and any other restrictions and easements contained in the Easement Agreement shall remain and continue in full force and effect.

4. **Use of Property for a Communications Tower.**

a. **Waiver of Use Restriction for Limited Purpose.** Notwithstanding the Use Restriction set forth above, CFX hereby agrees to waive CFX's right to claim a reversionary interest in and to the Property for the limited purpose of granting to the City the right to use a portion of the Property, on the terms and conditions set forth in this Release, for the purpose operating and maintaining the City's public safety radio communication tower and associated antennas, related cables, power generation and other support equipment, including the right of ingress and egress ("Limited Waiver"). It is expressly stipulated that this Release is for permissive use only and that CFX is not representing or warranting the condition or suitability of the Property for use as a public safety radio communication tower and associated antennas.

b. **Consideration for Limited Waiver.** If in the future the City decides to use the Property and adjacent property owned or to be owned in the future by the City, as a site for a public safety radio communication tower, the City may allow third-party carriers to co-locate on the tower and agrees to use reasonable efforts to secure Sublicensees (hereinafter defined) and maximize Sublicense Revenue (hereinafter defined). To the extent there is space available on the tower, CFX also reserves the right to market the Licensed Premises to third-party carriers. As

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

consideration for agreeing to provide the Limited Waiver of CFX's reversionary interest and for releasing the Future Hospital Property, any income received by the City for the use of the cellular tower, regardless of whether such cellular tower is located on the Property, Future Hospital Property, or adjacent real property now owned, or in the future to be owned by the City and as more particularly depicted on **Exhibit "D"** attached hereto and incorporated herein by reference (collectively, the "Licensed Property"), pursuant to a sublicense agreement(s) with a third party carrier shall be divided equally fifty percent (50%) to CFX and fifty percent (50%) to the City. Any sublicense agreement shall incorporate by reference the terms and conditions of this Release. At any time, CFX may request and Licensee shall provide an accounting of the Sublicense Revenue in such form and content as CFX may reasonably request. "Sublicensee" shall mean a third party to which Licensee has granted the right to use and occupancy of the Licensed Property, subject to the terms and conditions contained herein. "Sublicensee" means a third party to which Licensee has granted the right to use and occupancy of the Licensed Property, subject to the terms and conditions contained herein. "Sublicense Revenue" shall mean the total amount of monthly sublicense fees, including all forms of payments, with any escalations thereto, paid to City by all Sublicensee(s) using the Licensed Property under the sublicense(s) by CFX and City, as modified, renewed, or assigned. For clarity, Sublicense Revenue otherwise includes all revenue received by Licensee for charges imposed by City on a Sublicensee, whether one-time, monthly, or otherwise, and regardless of how such charges are characterized, if the sole or primary consideration to the Sublicensee in return for payment of the charge or charges is the right to use and occupy the Licensed Premises.

c. Audit.

i. "Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Limited Waiver, any sublicense, any improvement on the Licensed Property, rent due or collected, and other documents relating to use of the Licensed Property.

ii. CFX has the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Records of the City or any sublicensee. If CFX requests access to or review of any Records and the City or a sublicensee refuses such access or review, or delays such access or review for over ten (10) business days, the City or the sublicensee, as applicable, shall be in default. The City and the sublicensees shall preserve all Records for the entire term of this Release or sublicense, as applicable, and for a period of five (5) years after the termination of the Limited Waiver or sublicense. The obligations in this paragraph shall survive the expiration or termination of this Release and continue in full force and effect.

Project Nos. 429-200 and 429-604
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5. **Term of this Limited Waiver.** The initial term of this Limited Waiver begins upon the Effective Date and will remain in effect for a period of twenty (20) years. The term of this Limited Wavier shall automatically be extended for two (2) successive ten-year renewals.

6. **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

With a copy to: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

CITY: CITY OF APOPKA
Attn: Mayor
120 East Main Street
Apopka, Florida 32703-5346

With a copy to: CITY OF APOPKA
Attn: City Attorney
120 East Main Street
Apopka, Florida 32703-5346

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. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

7. **Default.** In the event either of the Parties breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by said party under the terms and provisions of this Agreement, the other party, in its sole discretion, and after thirty (30) days prior written notice and opportunity to cure, shall be entitled to: (i) exercise any and all rights and remedies available to said party at law and in equity, including, without

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

limitation, the right of specific performance, or (ii) terminate this Release, whereupon the Release and the Limited Waiver shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations, or liability hereunder. Upon any such termination, this Release and the Limited Waiver and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

8. **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 Release 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 Release 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 Release 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 Release may be executed in multiple counterparts, including by electronic (including digital) signature in compliance with Chapter 668, Florida Statutes, 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 Release 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 agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Release shall be executed and delivered by each party at or prior to Closing. This Release 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 RELEASE AND EACH AND EVERY PROVISION HEREOF.

9. **Successors and Assigns.** This Release shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

10. **Survival of Provisions.** All representations and warranties set forth in this Release 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 Release, and shall survive the payment of all monies made under, pursuant to, or by reason of this Release.

11. **Severability.** This Release 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 Release 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 Release 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.

12. **Effective Date.** The effective date of this Release shall be the date upon which the last of the parties hereto executes this Release ("Effective Date").

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

IN WITNESS WHEREOF, CFX and the City have caused this Release to be executed in the manner and form sufficient to bind it as of the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

Print Name: _____

By: _____
Buddy Dyer, Chairman

Date: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ___ day of _____,
2021 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ___ day of _____, 2021, by _____
_____, as Chairman of the Central Florida Expressway Authority, on behalf of the organization.
He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

“CITY”

CITY OF APOPKA, FLORIDA

Print Name: _____

By: _____
Bryan Nelson, Mayor

Print Name: _____

Date: _____

Attest:

Approved as to form and legality by legal
counsel.

By: _____
Print Name: _____
Title: _____

By: _____
Michael A. Rodriguez

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 2021, by Bryan Nelson, as Mayor of the City of Apopka, Florida, on behalf of the organization. He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

EXHIBIT "A"
Legal Description of the Property

A PORTION OF PARCEL 63-117 - POND

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE S00°31'43"W ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20 FOR 1325.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE S89°49'06"W ALONG SAID NORTH LINE FOR 139.74 FEET FOR THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 7469.44 FEET, A CHORD DISTANCE OF 382.43 FEET AND A CHORD BEARING OF S47°58'03"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°56'02", FOR 382.47 FEET TO THE POINT OF TANGENCY; THENCE S49°26'04"W FOR 386.97 FEET; THENCE N40°33'56"W FOR 91.38 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE RUN ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES; THENCE N17°47'49"E FOR 229.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 924.93 FEET, A CHORD DISTANCE OF 240.91 FEET AND A CHORD BEARING OF N25°16'48"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°57'58", FOR 241.60 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 20; THENCE N89°49'06"E FOR 464.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.302 ACRES, MORE OR LESS.

AND

PARCEL 63-125 - POND

A PORTION OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" BY 6" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE N89°37'58"E ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20 FOR 1524.03 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437-A; THENCE N17°47'49"E ALONG SAID RIGHT OF WAY LINE FOR 994.64 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N17°47'49"E FOR 193.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 984.93 FEET, A CHORD DISTANCE OF 218.42 FEET AND A CHORD BEARING OF N24°09'46"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°43'55", FOR 218.87 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 20; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN S89°49'06"W ALONG SAID NORTH LINE FOR 27.10 FEET; THENCE DEPARTING SAID NORTH LINE RUN S54°55'51"W FOR 163.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 894.93 FEET, A CHORD DISTANCE OF 178.84 FEET AND A CHORD BEARING OF S49°11'47"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°28'08", FOR 179.14 FEET; THENCE S40°33'56"E FOR 226.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.979 ACRES, MORE OR LESS.

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

EXHIBIT "B"
Future Hospital Property

Description

PARCEL A

A portion of Section 20, Township 21 South, Range 28 East, Orange County, Florida, also being a portion of land described in Document Number 20180459286, in the Public Records of Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of the Southeast One Quarter of the Northwest One Quarter of Section 20, Township 21 South, Range 28 East, Orange County, Florida; thence South 89°38'00" West, a distance of 1051.68 feet along the South line of said Southeast One Quarter of the Northwest One Quarter, to a point on the East right of way line of County Road No. 437A as shown on the Orlando Orange County Expressway Authority, Western Beltway, right of way map for State Road No. 429, Project Number 75320-6460-604; thence North 17°47'58" East, a distance of 938.38 feet, along said East right of way line to a point to be referred as Point "A" also being the POINT OF BEGINNING; thence continuing along said East right of way line North 17°47'58" East, a distance of 88.00 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 342.50 feet and a central angle of 14°08'47" and a chord bearing and distance of South 83°06'26" East, 84.35 feet; thence from a tangent bearing of South 76°02'03" East, Northeasterly along the arc of said curve, a distance of 84.56 feet to the point of tangency; thence North 89°49'10" East, a distance of 116.21 feet to a point on the Southeasterly line of a Parcel described in Document Number 20180459286 as recorded in the Public Records of Orange County, Florida; thence South 49°24'26" West, a distance of 220.44 feet along said Southeasterly line to a point on the Southerly line of said Parcel; thence North 40°34'55" West, a distance of 91.39 feet along said Southerly line to aforesaid Point "A" also being a point on the East right of way line of aforesaid County Road No. 437A and the Point of Beginning.

Containing 17,830 square feet or 0.409 acres, more or less.

Together with:

(Continued on Sheet 2 of 3)

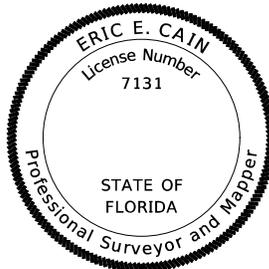
PREPARED FOR:
NEWKIRK ENGINEERING
CITY OF APOPKA

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING SOUTH 89°38'00" WEST.
2. THIS SKETCH AND LEGAL DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF THE FLORIDA ADMINISTRATIVE CODE,



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Eric E Cain
Digitally signed by Eric E Cain
Date: 2021.10.14 08:07:46 -04'00'

ERIC E. CAIN
FLORIDA PROFESSIONAL SURVEYOR & MAPPER LS 7131

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENT.

REVISED: 10/14/2021



ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
400 STATE ROAD 434, SUITE 1024
OVIEDO, FLORIDA 32765
888.778.ECHO | www.echoues.com

DATE: 08/20/2021
PROJECT NUMBER: 20-379
OFFICE: DH
CHECKED: EC

SCALE:
1" = 200'
SHEET 01 OF 03

Description

(Continued from Sheet 1 of 3)

PARCEL B

Commencing at aforesaid Point "A", being a point on the East right of way line of aforesaid County Road No. 437A and also being a point on the Southerly line of a Parcel described in Document Number 20180459286 as recorded in the Public Records of Orange County, Florida; thence along said Southerly line North 40°34'55" West, a distance of 70.46 feet to the Point of Beginning; thence continuing along said Southerly line North 40°34'55" West, a distance of 226.64 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 894.93 feet and a central angle of 00°33'47" and a chord bearing and distance of North 43°44'30" East, 8.79 feet, said point also being a point on the Easterly right of way of County Road 437A Re-alignment as shown on aforesaid Orlando Orange County Expressway Authority, Western Beltway right of way map; thence from a tangent bearing of North 43°27'37" East, Northeasterly along the arc of said curve and along said Easterly right of way line, a distance of 8.79 feet; thence departing said Easterly right of way line South 43°07'00" East, a distance of 68.39 feet to a point of curvature of a curve concave Northeasterly, having a radius of 342.50 feet and a central angle of 22°51'55" and a chord bearing and distance of South 54°32'58" West, 135.78 feet; thence Southeasterly, along the arc of said curve a distance of 136.68 feet to a point on the West right of way line of aforesaid County Road 437A; thence along said right of way line South 17°47'58" West, a distance of 52.31 feet to the Point of Beginning.

Containing 4,402 square feet or 0.101 acres, more or less.

Together totaling 22,232 square feet or 0.510 acres, more or less.

| Line Table | | |
|------------|---------------|---------|
| Line # | Direction | Length |
| L1 | N 17°47'58" E | 88.00' |
| L2 | N 89°49'10" E | 116.21' |
| L3 | S 49°24'26" W | 220.44' |
| L4 | N 40°34'55" W | 91.39' |
| L5 | N 40°34'55" W | 70.46' |
| L6 | N 40°34'55" W | 226.64' |
| L7 | S 43°07'00" E | 68.39' |
| L8 | S 17°47'58" W | 52.31' |

| Curve Table | | | | | |
|-------------|---------|-----------|------------|---------------|--------------|
| Curve # | Radius | Delta | Arc Length | Chord Bearing | Chord Length |
| C1 | 342.50' | 14°08'47" | 84.56' | S 83°06'26" E | 84.35' |
| C2 | 894.93' | 00°33'47" | 8.79' | N 43°44'30" E | 8.79' |
| C3 | 342.50' | 22°51'55" | 136.68' | S 54°32'58" E | 135.78' |

REVISED: 10/14/2021



ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
400 STATE ROAD 434, SUITE 1024
OVIEDO, FLORIDA 32765
888.778.ECHO | www.echoues.com

DATE: 08/20/2021

PROJECT NUMBER: 20-379

OFFICE: DH

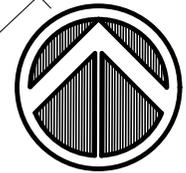
CHECKED: EC

SCALE:
1" = 200'

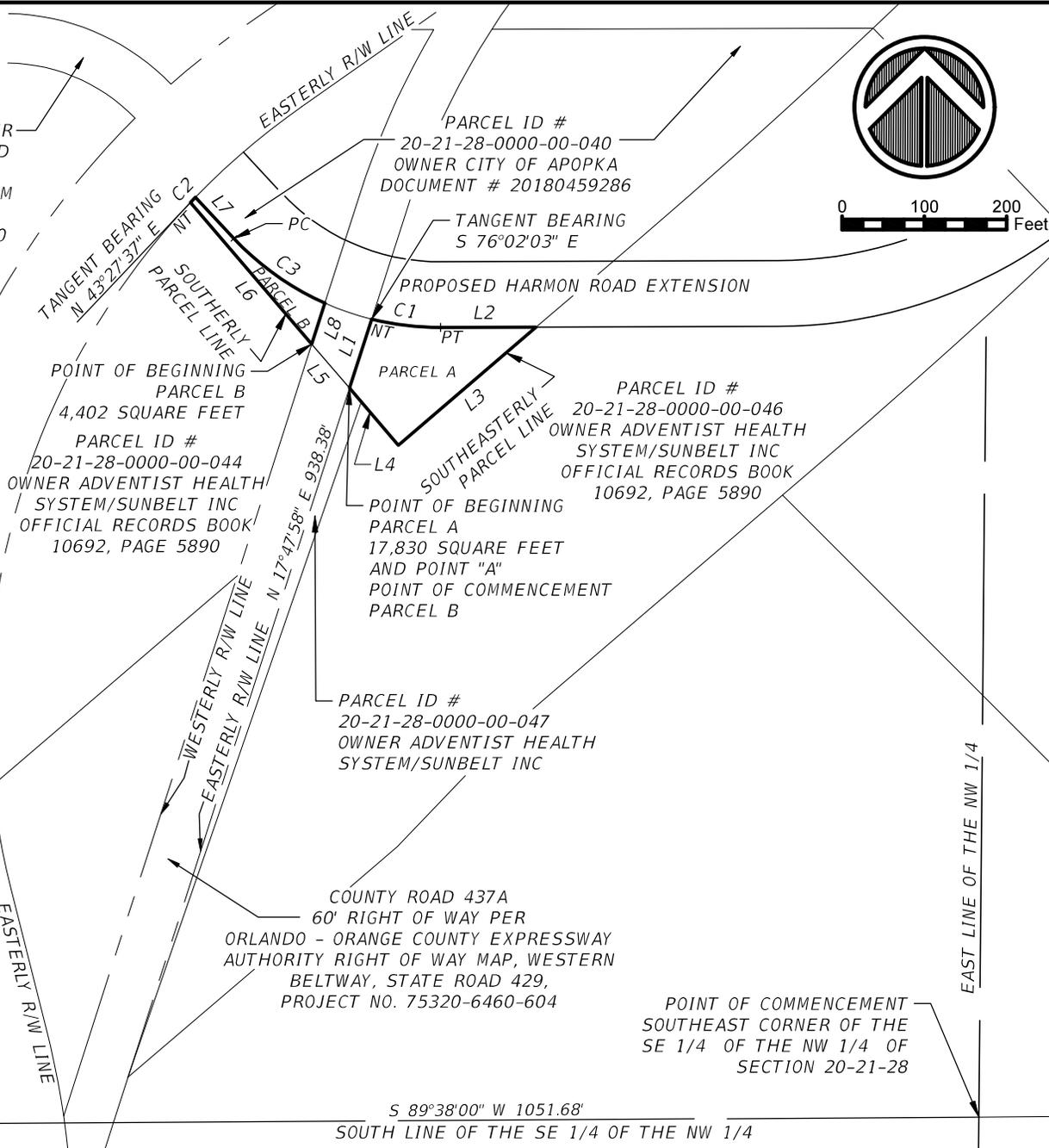
SHEET 02 OF 03

Sketch

HARMON ROAD
60' RIGHT OF WAY PER
MAITLAND BOULEVARD
EXTENSION STATE
ROAD 429/414 SYSTEM
INTERCHANGE,
PROJECT NO. 428-200



COUNTY ROAD 437A RE-ALIGNED
RIGHT OF WAY VARIES PER
AUTHORITY - ORANGE COUNTY EXPRESSWAY
BELTWAY, STATE ROAD 429,
PROJECT NO. 75320-6460-604



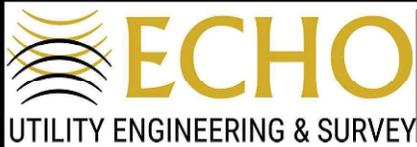
ABBREVIATIONS

- ID = IDENTIFICATION
- NO. = NUMBER
- NT = NON-TANGENT
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- R/W = RIGHT OF WAY

REVISED: 10/14/2021

SEE SHEET 2 OF 3 FOR LINE AND CURVE TABLES

NOT A SURVEY



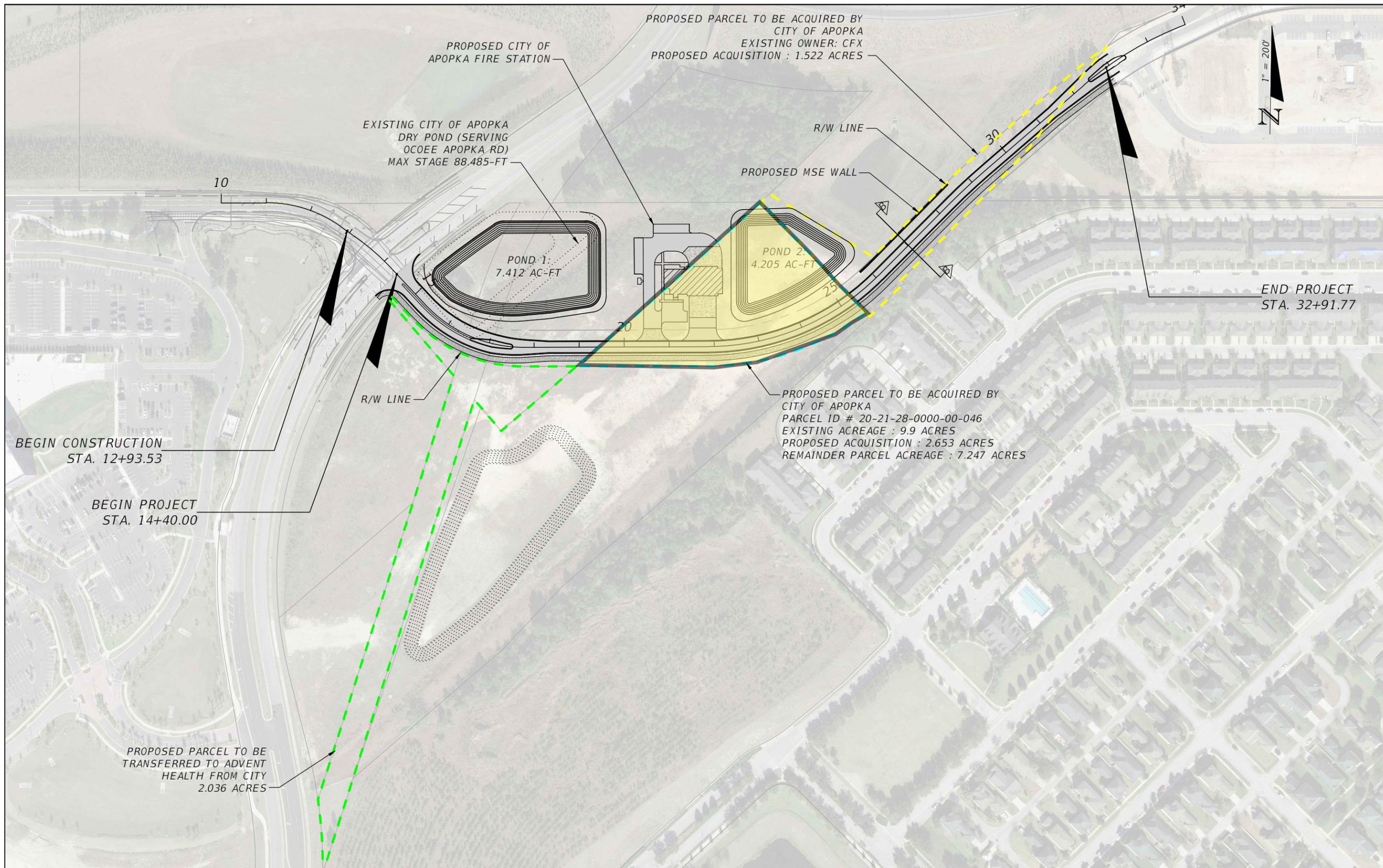
ECHO UES, INC.
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888.778.ECHO | www.echoues.com

DATE: 08/20/2021
PROJECT NUMBER: 20-379
OFFICE: DH
CHECKED: EC

SCALE:
1" = 200'
SHEET 03 OF 03

Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

EXHIBIT "C"
Property Conveyed to the City from the Hospital



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

| REVISIONS | | | |
|-----------|-------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |
| | | | |

TYLER JEFFERY MALMBORG, P.E.
P.E. LICENSE NUMBER 75630
NEWKIRK ENGINEERING, INC.
1230 NORTH US-HIGHWAY 1, SUITE 3
ORMOND BEACH, FL 32174
CERTIFICATE OF AUTHORIZATION 30209



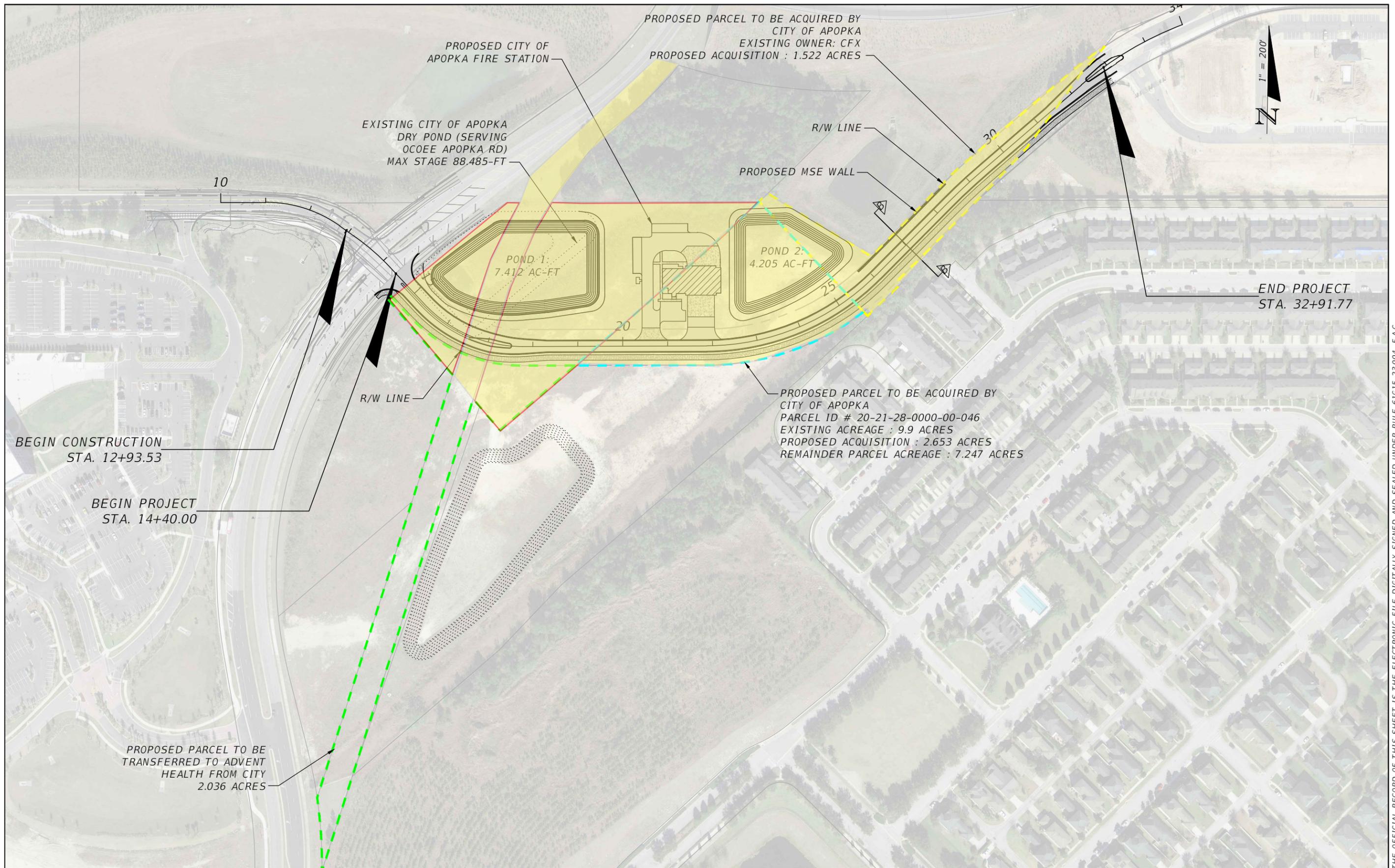
CITY OF APOPKA
HARMON ROAD
EXTENSION

PLAN SHEET

SHEET NO.
C-1

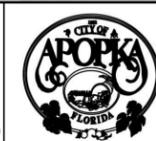
Project Nos. 429-200 and 429-604
Parcels 63-117 Pond and 63-125 Pond

EXHIBIT "D"
Licensed Property



| REVISIONS | | | |
|-----------|-------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

TYLER JEFFERY MALMBORG, P.E.
P.E. LICENSE NUMBER 75630
NEWKIRK ENGINEERING, INC.
1230 NORTH US-HIGHWAY 1, SUITE 3
ORMOND BEACH, FL 32174
CERTIFICATE OF AUTHORIZATION 30209



CITY OF APOPKA
HARMON ROAD
EXTENSION

PLAN SHEET

SHEET NO.
C-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel *LWK*

DATE: November 18, 2021

SUBJECT: Relocation of Drainage Easement between the Central Florida Expressway Authority, City of Apopka, Florida, and DHIC-Oakpoint, LLC
Project No : State Road 429
Parcel: 63-810

BACKGROUND

The Central Florida Expressway Authority's predecessor in interest, Orlando-Orange County Expressway Authority (now "CFX"), acquired a permanent drainage easement ("Existing Drainage Easement") over real property owned by the predecessor in title to DHIC-Oakpoint, LLC ("DHIC"). The Existing Drainage Easement is depicted in the map attached hereto as **Attachment "A"** ("Map of Easements"). In order to develop the real property encumbered by the Existing Drainage Easement, DHIC desires to relocate, at its sole cost and expense, the location of the Existing Drainage Easement in accordance with the terms and conditions of the proposed Relocation of Drainage Easement attached hereto as **Attachment "B"** ("Agreement").

Pursuant to the terms of the Agreement, the City and DHIC agree to grant to CFX a perpetual non-exclusive drainage easement over, across and upon portions of the real property owned by City and CFX as more particularly depicted on the Map of Easements ("Relocated Easement Area"). In exchange and in consideration for agreeing to relocate the easement, DHIC will, at no cost or expense to CFX, design, permit, excavate and construct the drainage facilities necessary for CFX's use and enjoyment of the relocated drainage easement in accordance with the terms of the Agreement. Upon CFX's inspection and acceptance of the drainage facilities in the relocated easement, CFX will execute a release of a portion of the Existing Drainage Easement.

Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Policy"), CFX staff and CFX's General Engineering Consultant ("GEC") have examined the proposed Relocated Easement Area and determined that the relocation of a portion of the Existing Drainage Easement would not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety. A copy of the certification is attached hereto as **Attachment "C"**.

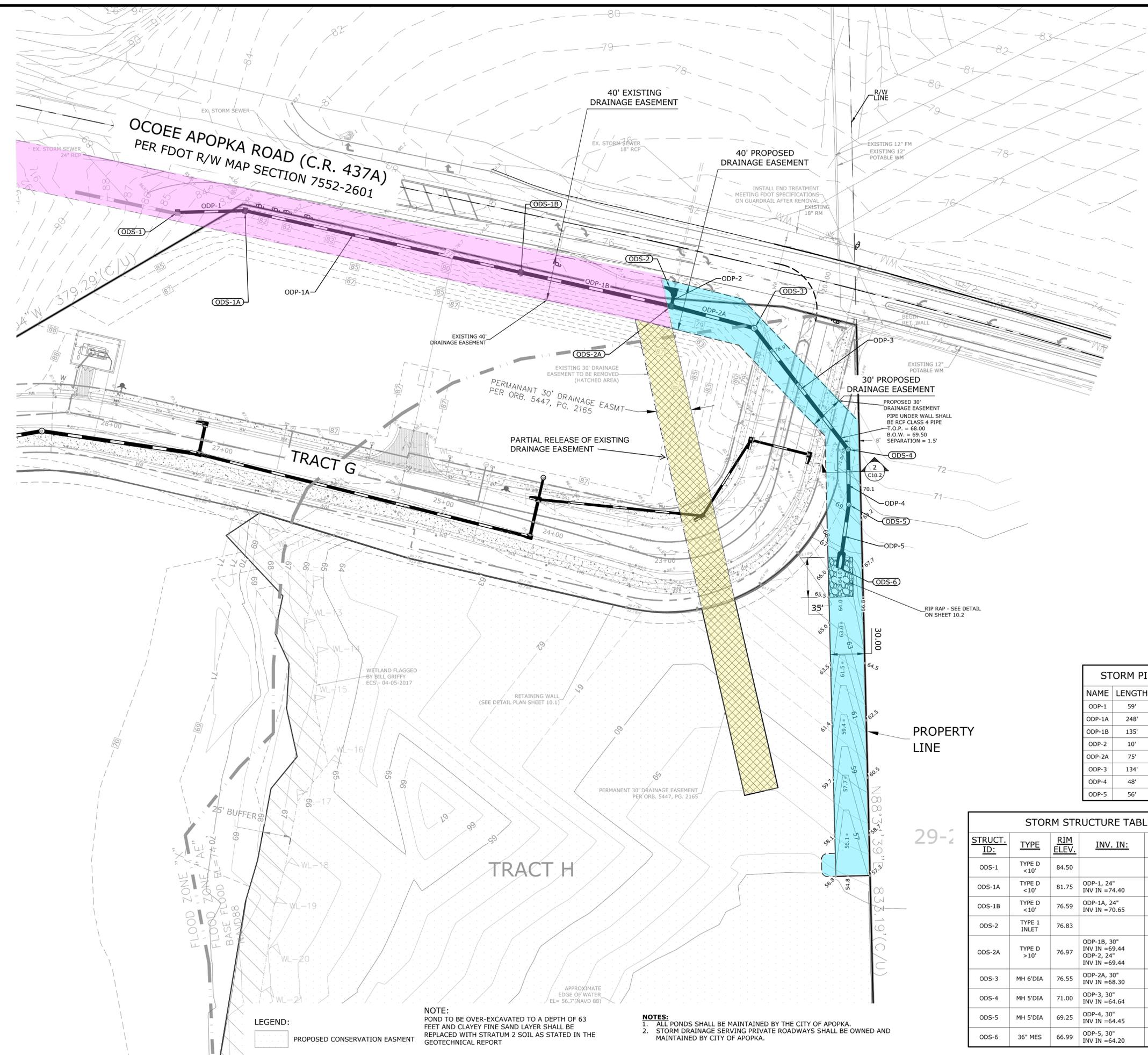
The proposed Agreement was prepared and provided to DHIC and the City for review and consideration. The City and DHIC have reviewed the Agreement and agrees with its form. GEC has reviewed the proposed location, maintenance functions, and maintenance responsibilities set forth in the Agreement.

REQUEST

A recommendation by the Right of Way Committee for CFX Board's approval of the Agreement Between CFX, DHIC and the City in a form substantially similar to the attached Agreement, subject to any minor or clerical modifications or revisions approved by the GEC, General Counsel or designee.

ATTACHMENTS

- A. Map of Easements
- B. Relocation of Drainage Easement
- C. Certificate from CFX's General Engineering Consultant



STORM PIPE TABLE

| NAME | LENGTH | SIZE | SLOPE |
|--------|--------|------|--------|
| ODP-1 | 59' | 24" | 3.40% |
| ODP-1A | 248' | 24" | 1.51% |
| ODP-1B | 135' | 30" | 0.89% |
| ODP-2 | 10' | 24" | 10.05% |
| ODP-2A | 75' | 30" | 1.51% |
| ODP-3 | 134' | 30" | 2.73% |
| ODP-4 | 48' | 30" | 0.39% |
| ODP-5 | 56' | 30" | 0.45% |

STORM STRUCTURE TABLE

| STRUCT. ID: | TYPE | RIM ELEV. | INV. IN: | INV. OUT: |
|-------------|--------------|-----------|---|-----------------------------|
| ODS-1 | TYPE D <10' | 84.50 | | ODP-1, 24" INV OUT = 76.42 |
| ODS-1A | TYPE D <10' | 81.75 | ODP-1A, 24" INV IN = 74.40 | ODP-1A, 24" INV OUT = 74.40 |
| ODS-1B | TYPE D <10' | 76.59 | ODP-1A, 24" INV IN = 70.65 | ODP-1B, 30" INV OUT = 70.65 |
| ODS-2 | TYPE 1 INLET | 76.83 | | ODP-2, 24" INV OUT = 70.49 |
| ODS-2A | TYPE D >10' | 76.97 | ODP-1B, 30" INV IN = 69.44 ODP-2, 24" INV IN = 69.44 | ODP-2A, 30" INV OUT = 69.44 |
| ODS-3 | MH 6'DIA | 76.55 | ODP-2A, 30" INV IN = 68.30 | ODP-3, 30" INV OUT = 68.30 |
| ODS-4 | MH 5'DIA | 71.00 | ODP-3, 30" INV IN = 64.64 | ODP-4, 30" INV OUT = 64.64 |
| ODS-5 | MH 5'DIA | 69.25 | ODP-4, 30" INV IN = 64.45 | ODP-5, 30" INV OUT = 64.45 |
| ODS-6 | 36" MES | 66.99 | ODP-5, 30" INV IN = 64.20 | |

NOTE:
 1. ALL PONDS TO BE OVER-EXCAVATED TO A DEPTH OF 63 FEET AND CLAYEY FINE SAND LAYER SHALL BE REPLACED WITH STRATUM 2 SOIL AS STATED IN THE GEOTECHNICAL REPORT

NOTES:
 1. ALL PONDS SHALL BE MAINTAINED BY THE CITY OF APOPKA.
 2. STORM DRAINAGE SERVING PRIVATE ROADWAYS SHALL BE OWNED AND MAINTAINED BY CITY OF APOPKA.

LEGEND:
 [Symbol] PROPOSED CONSERVATION EASEMENT

EVANS ENGINEERING, INC.
 CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
 719 IRMA AVENUE
 ORLANDO, FLORIDA 32803
 (407) 872-1515
 www.evansenginc.com
 CERTIFICATE OF AUTHORIZATION NO. 0006788

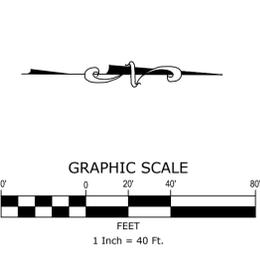
EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 6788
 No. 46586
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 DAVID EVANS
 FLORIDA P.E. NO. 46586
 DATE:

OAK POINTE - NORTH
 FOR THOMPSON HILLS ESTATES, LLC
 FINAL DEVELOPMENT PLAN (NORTH)
 CITY OF APOPKA, FLORIDA
 PAVING, GRADING, AND DRAINAGE PLAN

REVISIONS

| DATE | NO. | DETAIL | BY |
|------|-----|--------|----|
| | | | |
| | | | |

DRAWN BY: CA DATE: AUG, 2019
 CHECKED BY: DLE JOB #: 25801



SHEET #:
 80 OF SHEETS 26

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED BOUND AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
 J:\0825\25801 - Oak Pointe\Drawings\Plan\North\DRHIBS\25801_City Exhibit-Final North Sheet 8 PFD Plot: 2021-09-09 AM 08:18:31 Printed on: Sep 13, 2021 - 10:20am by Taylor Burke

MEMO ATTACHMENT "B"

This document was prepared by:
Laura L. Kelly
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Project State Road 429
Parcels 63-810

RELOCATION OF DRAINAGE EASEMENT

THIS RELOCATION OF DRAINAGE EASEMENT (“Agreement”) is made and entered into as of the Effective Date (hereinafter defined) by and between **DHIC-OAKPOINT, LLC**, a Delaware limited liability company, whose address is 1341 Horton Circle, Arlington, Texas 76011 (“Owner”), the **CITY OF APOPKA, FLORIDA**, a municipality organized and existing under the laws of the State of Florida, whose address is 120 E. Main Street, Apopka, FL 32703 (“City”) 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 32801-4414 (“CFX”). CFX, Owner, and the City are referred to herein sometimes as a “Party” or the “Parties”.

RECITALS

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (“CFX Act”) to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, CFX’s predecessor in interest, Orange/Orange County Expressway Authority, and David Rubright, a/k/a Warren David Rubright, et. al. (collectively, “Rubright”) entered into that certain Stipulated Order of Taking dated March 27, 1998 for Case No. CI 98-1634 in the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida (“Order of Taking”), whereby CFX’s predecessor in interest acquired a permanent drainage easement over the real property owned by Rubright identified as Parcel 63-810 and more particularly defined in **Exhibit “A”** attached hereto (“Existing Drainage Easement”); and

WHEREAS, City is a successor in interest to Rubright pursuant to that certain Special Warranty Deed recorded on January 8, 2020 as Instrument No. 20200067939 in the Public Records of Orange County, Florida; and

WHEREAS, Owner is a successor in interest to Rubright pursuant to that certain Special Warranty Deed recorded on June 29, 2021 as Instrument No. 20210395034 in the Public Records of Orange County, Florida; and

WHEREAS, in order for Owner to develop the real property encumbered by the Existing Drainage Easement, Owner desires to relocate, at its sole cost and expense, the location of the Existing Drainage Easement in accordance with the terms and conditions set forth herein; and

WHEREAS, CFX is agreeable to relocating the Existing Drainage Easement, at no cost

or expense to CFX, in accordance with the terms and conditions herein, provided CFX obtains the same or similar easement rights as set forth in the Order of Taking; and

WHEREAS, the Parties are desirous of relocating the Existing Drainage Easement and establishing a new stormwater drainage easement in accordance with the terms and conditions more specifically provided herein.

NOW THEREFORE, for and in consideration of the premises hereof, the mutual covenants herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Owner's Grant of the Drainage Easement**. Owner does hereby grant, bargain, sell, release, convey, and confirm unto CFX a non-exclusive perpetual easement ("Owner Drainage Easement") in, upon, over, through, and across the real property more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference ("Owner Drainage Easement Area"), for the purpose of providing stormwater drainage, discharge, conveyance, runoff, detention, and retention for the Central Florida Expressway System (collectively, the "**Owner Drainage Facilities**"), subject to any and all applicable permits and other governmental requirements. The grant of the Owner Drainage Easement to CFX shall include all incidental rights reasonably necessary for the use and enjoyment of the Owner Drainage Easement for its intended purposes, including, without limitation, the right to access the Owner Drainage Facilities over any of Owner's adjacent property located within 25 feet of the Owner Drainage Easement Area to maintain, repair and replace the Owner Drainage Facilities.

3. **City's Grant of the Drainage Easement**. City does hereby grant, bargain, sell, release, convey, and confirm unto CFX a non-exclusive perpetual easement ("City Drainage Easement") in, upon, over, through, and across the real property more particularly described in **Exhibit "C"** attached hereto and incorporated herein by reference ("City Drainage Easement Area"), for the purpose of providing stormwater drainage, discharge, conveyance, runoff, detention, and retention for the Central Florida Expressway System (collectively, the "**City Drainage Facilities**", together with the Owner Drainage Facilities, the "**Drainage Facilities**"), subject to any and all applicable permits and other governmental requirements. The grant of the City Drainage Easement to CFX shall include all incidental rights reasonably necessary for the use and enjoyment of the City Drainage Easement for its intended purposes, including, without limitation, the right to access the City Drainage Facilities.

4. **Construction of Drainage Facilities**. Owner shall, at its sole cost and expense, be responsible for the excavation and construction of the Drainage Facilities. Owner shall perform all construction and excavation in good order and repair in substantial accordance with the plans and specifications attached hereto as **Exhibit "D"** and incorporated herein by reference ("Drainage Plans"), any and all applicable governmental permits, approvals, development orders, and other consents and authorizations of governmental authorities required for construction of the Drainage Facilities, any and all laws, ordinance, rules, requirements, policies, and standards governing the design, installation and construction of stormwater drainage improvements, and the terms and

conditions of this Agreement. Owner shall complete the construction and excavation of the Drainage Facilities no later than two (2) years after the Effective Date. Owner shall notify CFX in writing ten (10) business days before the commencement of construction and excavation of the Drainage Facilities and shall coordinate with the CFX throughout the construction of the Drainage Facilities in order to avoid or minimize any potential service disruptions, impairment or impediment to the stormwater drainage system of the Central Florida Expressway System. Owner shall notify CFX in writing of the completion of the Drainage Facilities (“Completion Notice”). Within ten (10) business days of receipt of the Completion Notice, CFX shall have the right, but not the obligation, to review and inspect the Drainage Facilities to ensure the Drainage Facilities have been constructed in substantial accordance with the Drainage Plans. In the event CFX elects to conduct an independent inspection of the Drainage Facilities, CFX shall notify Owner within five (5) days of such independent inspection of any deficiencies in work on the Drainage Facilities. Owner shall take any and all actions reasonably necessary to correct the deficiencies to the reasonable satisfaction of CFX. Within thirty (30) days of the completion of construction or correction of deficiencies, if any, of the Drainage Facilities, Owner shall provide CFX an as-built survey of the Drainage Facilities. Upon receipt of the as-built survey and written notice from CFX that the as-built survey is acceptable, CFX shall be deemed to have accepted the Drainage Facilities.

5. **City’s Grant of Temporary Construction Easement.** City hereby grants to Owner, a temporary, non-exclusive, easement for vehicular and pedestrian ingress and egress (the “Temporary Construction Easement”) over, under, and through those portions of the City Drainage Easement Area, together with the right to construct thereon the Drainage Facilities and such other infrastructure and improvements as shall be necessary or appropriate to carry out the purpose of this Agreement. The Easement shall automatically expire without further action on the part of City and Owner on the earlier of: (i) CFX’s acceptance of the Drainage Facilities; or (ii) two (2) years after the Effective Date.

6. **Release of Existing Drainage Easement.** Upon acceptance of the Drainage Facilities by CFX, CFX agrees to execute a release of the Existing Drainage Easement in substantially the form attached hereto as **Exhibit “E”** and incorporated herein by reference (“Release”). Owner shall, at its sole cost and expense, record the Release in the Public Records of Orange County, Florida.

7. **Compliance with all Legal Rules.** Owner shall, at its sole expense, comply with all present and future valid and applicable laws, ordinances, and regulations of the federal government and its agencies, the State of Florida, and Orange County.

8. **Notices.** All notices, demands, approvals, requests, and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered and received upon the earlier of (i) actual receipt; (ii) the next business day following its deposit with a reputable overnight courier or (iii) the third (3rd) day following its deposit in a regularly maintained receptacle for the United States Mail, as registered or certified mail, return receipt requested, postage fully prepaid, addressed to the addressee as its address is set forth below, or at such other address as such addressee may have specified by notice delivered in accordance with this paragraph and actually received by the addressee

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

If to City: City of Apopka
Attn: City Administrator
120 E. Main Street
Apopka, Florida 32703

Owner: DHIC-Oakpoint, LLC
Attn: National Counsel
1341 Horton Circle
Arlington, Texas 76011

With a copy to: DHI Communities
Attn: Michael J. Mulhall
834 Highland Avenue
Orlando, FL 32803
Telephone: (407) 310-6601

With a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Attn: Jonathan P. Huels, Esq.
215 N. Eola Drive
Orlando, FL 32801
Telephone: (407) 843-4600

9. **Default.** In the event any of the Parties breach any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by said part under the terms and provisions of this Agreement, the other Parties, in their sole discretion, and after thirty (30) days prior written notice and opportunity to cure, shall be entitled to exercise any and all rights and remedies available to said party at law and in equity, including, without limitation, the right of specific performance.

10. **Inspector General.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Parties agree to incorporate the obligation to

comply with Section 20.055(5) in all subcontracts such Party enters into in connection with the Drainage Facilities.

11. **Miscellaneous Provisions.**

a. **No Other Parties.** This Agreement is solely for the benefit of the Parties, and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Agreement.

b. **Binding Effect.** This Agreement shall be binding on the Parties, and upon all entities operating for or on behalf of the Parties pursuant to this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

c. **Governing Law; Venue.** The Florida law shall govern the validity, enforcement and interpretation of this Agreement, and the Parties agree that venue for any action arising hereunder shall lie in Orange County, Florida

d. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties and shall not be changed, altered, or modified, except by an instrument in writing signed by the Parties.

e. **Non-Waiver.** The failure of any Party to insist upon any other Parties' compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other Party from its duty to comply with such obligations in all other instances.

f. **Recording.** Owner shall, at its sole cost and expense, cause this Agreement to be recorded in the Public Records of Orange County, Florida.

g. **Amendments.** The rights hereby granted, created and declared shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated other than as expressly provided herein, except by an instrument in writing, executed by the then owners of the benefited property and all mortgagees of any portion thereof.

h. **Covenants Running with the Property.** The easements, covenants, agreements and conditions contained or expressed herein shall not be personal (except as otherwise expressly provided herein) but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the benefited property and the easement area, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the tenants, agents, licenses, guests and invitees of each of them.

i. **Time.** Time is of the essence of this Agreement.

j. **Legal Construction and Headings.** 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. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

k. **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.

l. Electronic Signatures and Counterparts. To facilitate execution, the Parties agree that this Agreement may be executed and transmitted by electronic (including digital) signature in compliance with Chapter 668, Florida Statutes, to the other Parties and that the executed electronic or digital shall be binding and enforceable as an original. This Agreement may also be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

m. Effect on Order of Taking. Except as modified herein, the Order of Taking remains in full force and effect.

n. Effective Date. The effective date of this Agreement shall be the date upon which the CFX governing board has approved this Agreement and the last of the Parties executes this Agreement (“Effective Date”).

[SIGNATURE PAGES TO FOLLOW]

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

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

By: _____
Buddy Dyer, Chairman

Print Name: _____

Date: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ___ day of _____,
2021 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ___ day of _____, 2021, by _____
_____, as Chairman of the Central Florida Expressway Authority, on behalf of the organization.
He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Signed, sealed, and delivered
in the presence of:

“OWNER”

DHIC-OAKPOINT, LLC, a Delaware
limited liability company

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ____ day of _____, 2021, by _____
_____, as _____ of DHIC-Oakpoint, LLC, on behalf of the organization. He
is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

CITY OF APOPKA

By: _____
Bryan Nelson, Mayor

ATTEST:

Susan Bone, City Clerk

Approved as to Form:

Michael A. Rodriguez, City Attorney

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka. He/she appeared by (*check one*) physical appearance or online notarization, and (*check one*) is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"

OR Bk 5447 Pg 2174
Orange Co FL 1998-0120140
Recorded - Martha D. Haynie

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-604/605**

PARCEL 63-810

PERMANENT DRAINAGE EASEMENT

LEGAL DESCRIPTION

A portion of the Northwest one-quarter of Section 29, Township 21 South, Range 28 East, Orange County, Florida, more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 29; thence N.89°01'51"E. along the South line of said Northwest 1/4 for 238.71 feet; thence N.29°52'11"W. for 63.47 feet to the Southeasterly right-of-way line of County Road 437-A (Ocoee-Apopka Road); thence N.11°58'46"E. along said right-of-way line for 524.60 feet to the POINT OF BEGINNING; thence continue N.11°58'46"E. along said right-of-way line for 553.09 feet to the point of curvature of a curve concave Easterly, having a radius of 5699.58 feet; thence Northerly along the arc of said curve, through a central angle of 00°37'17", for 61.82 feet; thence N.76°58'46"E. for 457.20 feet; thence S.13°01'14"E. for 30.00 feet; thence S.76°58'46"W. for 427.21 feet to a point on a curve concave Easterly having a radius of 5659.58 feet and a chord bearing of S.12°13'08"W.; thence Southerly along the arc of said curve, through a central angle of 00°28'44", for 47.30 feet to the point of tangency; thence S.11°58'46"W. for 597.75 feet; thence N.29°52'11"W. for 59.95 feet to the POINT OF BEGINNING.

Containing 0.883 acres, more or less.

January 7, 1998

SHEET 4 OF 4

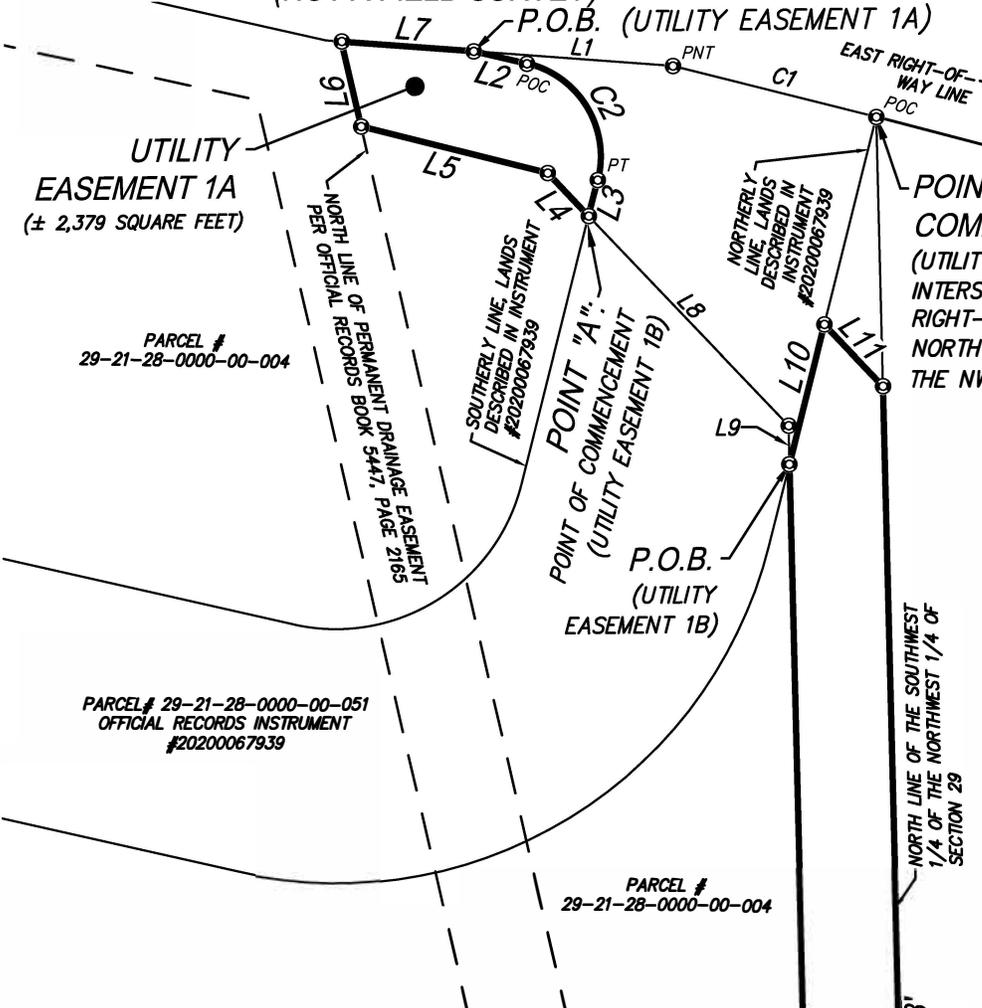
DRAWING NAME: S:\SURVEY\NEW SURVEY\ORANGE\OAKPOINTE NORTH (DR HORTON)\DWG\OAKPOINTE NORTH SURSKETCH_L1E1A&1B.DWG - SHEET 2 9/24/2021 5:11 PM BY: TIRACZ PDF 8.5 x 11 : _FB_PSM (255 Black).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " B " SHEET 01 OF 02

OCOE APOKA ROAD
 COUNTY ROAD 437A
 (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 75520-2601)



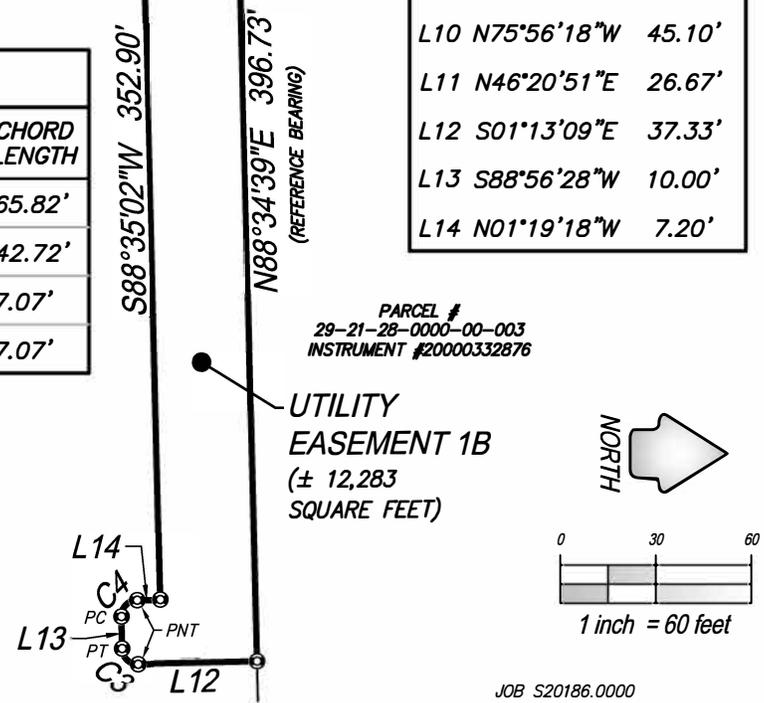
POINT OF COMMENCEMENT
 (UTILITY EASEMENT 1A)
 INTERSECTION OF EAST RIGHT-OF-WAY LINE AND THE NORTH LINE OF THE SW 1/4 OF THE NW 1/4 OF SECTION 29

| LINE TABLE | | |
|------------|-------------|----------|
| LINE TAG | BEARING | DISTANCE |
| L1 | S04°13'20"W | 62.63' |
| L2 | N13°11'04"E | 17.12' |
| L3 | S75°56'18"E | 11.64' |
| L4 | S46°20'51"W | 18.63' |
| L5 | S14°03'42"W | 60.28' |
| L6 | S76°58'46"W | 27.32' |
| L7 | N04°13'20"E | 41.54' |
| L8 | N46°20'51"E | 90.81' |
| L9 | N88°35'02"E | 12.09' |
| L10 | N75°56'18"W | 45.10' |
| L11 | N46°20'51"E | 26.67' |
| L12 | S01°13'09"E | 37.33' |
| L13 | S88°56'28"W | 10.00' |
| L14 | N01°19'18"W | 7.20' |

| CURVE TABLE | | | | | |
|-------------|----------|---------------|------------|---------------|--------------|
| CURVE TAG | RADIUS | CENTRAL ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
| C1 | 5699.58' | 00°39'42" | 65.82' | S14°03'04"W | 65.82' |
| C2 | 30.00' | 90°47'28" | 47.54' | N58°39'58"E | 42.72' |
| C3 | 5.00' | 90°00'00" | 7.85' | S43°56'28"W | 7.07' |
| C4 | 5.00' | 90°00'00" | 7.85' | N46°03'32"W | 7.07' |

LEGEND:

- LB = LICENSED BUSINESS
- P.O.B. = POINT OF BEGINNING
- POC = POINT ON CURVE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- ⊙ = CHANGE IN DIRECTION



JOB S20186.0000
 SEE SHEET 1 FOR LEGAL DESCRIPTION

CFB | **CLYMER FARNER BARLEY**
 4450 NE 83RD ROAD - WILDWOOD, FL 34785
 (352) 748-3126 LB4709

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "C"
SHEET 01 OF 01

UTILITY EASEMENT 2

A PORTION OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

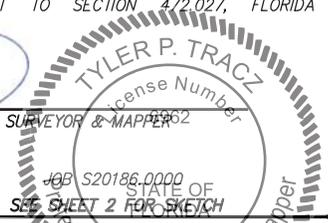
COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF OCOEE APOPKA ROAD (COUNTY ROAD 437A, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 75520-2601) AND THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, BEING A POINT ON A 5699.58 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°03'04" WEST AND A CHORD LENGTH OF 65.82 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°39'42", AN ARC DISTANCE OF 65.82 FEET TO A POINT OF NON-TANGENCY; 2) THENCE RUN SOUTH 04°13'20" WEST, A DISTANCE OF 32.20 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 46°20'51" EAST, A DISTANCE OF 115.38 FEET TO A POINT ON THE NORTHERLY LINE OF THE LANDS DESCRIBED IN INSTRUMENT #20200067939 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 75°56'18" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 45.10 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN SOUTH 88°35'02" WEST, A DISTANCE OF 12.09 FEET; THENCE RUN SOUTH 46°20'51" WEST, A DISTANCE OF 90.81 FEET TO A POINT ON THE SOUTHERLY LINE OF THE AFORESAID LANDS DESCRIBED IN INSTRUMENT #20200067939; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN NORTH 75°56'18" WEST, A DISTANCE OF 11.64 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58°39'58" WEST AND A CHORD LENGTH OF 42.72 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°47'28", AN ARC DISTANCE OF 47.54 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN SOUTH 13°11'04" WEST, A DISTANCE OF 17.12 FEET TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF OCOEE APOPKA ROAD; THENCE DEPARTING SAID SOUTHERLY LINE, RUN NORTH 04°13'20" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 30.43 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 3,109 SQUARE FEET, MORE OR LESS.

I HEREBY CERTIFY THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



TYLER P. TRACZ FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6962



GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST HAS A BEARING OF NORTH 88°34'39" EAST.

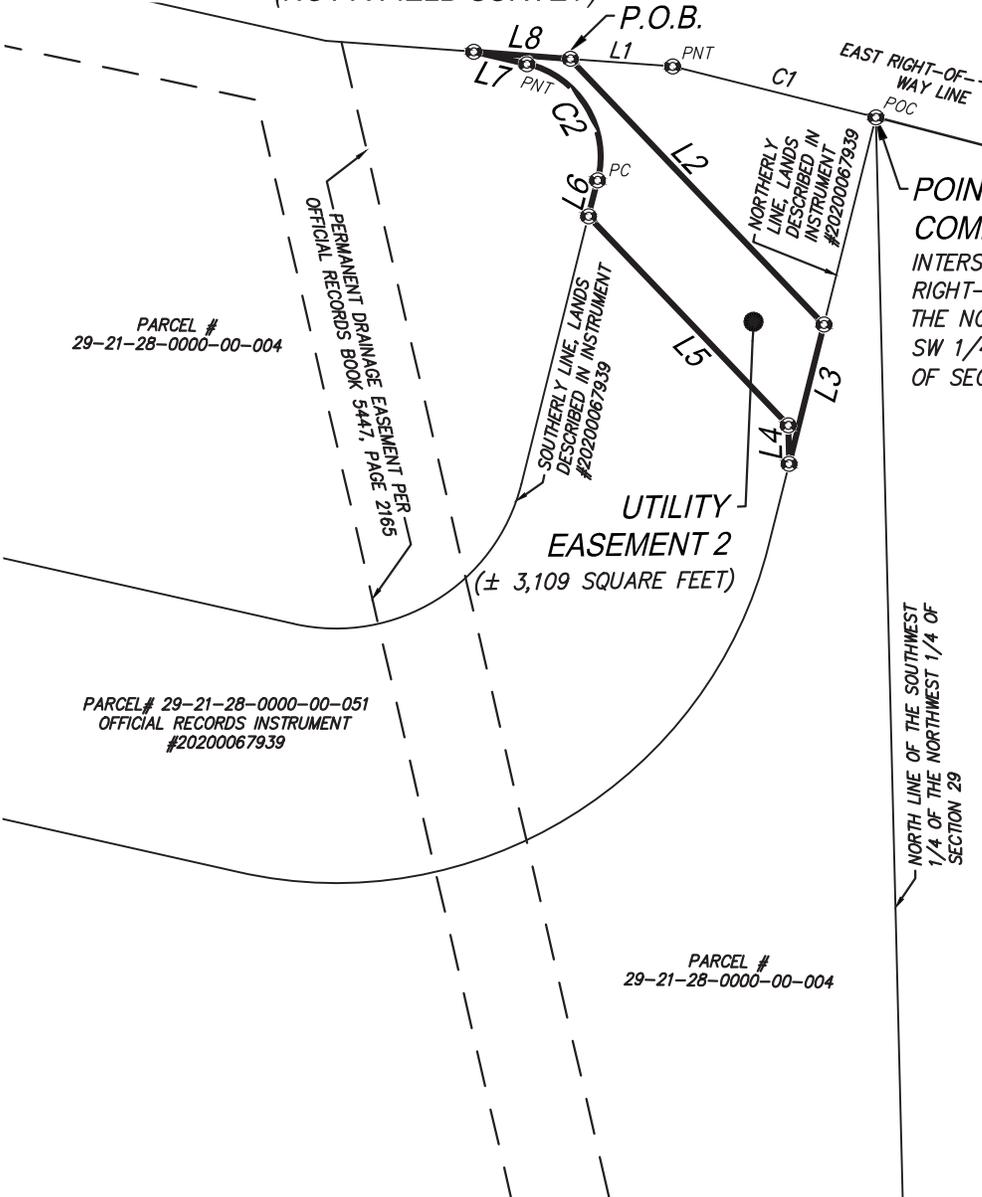


DRAWING NAME: S:\SURVEY\NEW SURVEY\ORANGE\OAKPOINTE NORTH (DR HORTON)\DWG\OAKPOINTE NORTH SURSKETCH_LUE2.DWG SHEET 2 9/24/2021 5:19 PM BY: TIRACZ PDF 8.5 x 11 : _FB.PSM (255 Black).ctb

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " C "
SHEET 01 OF 02

OCOEE APOPKA ROAD
COUNTY ROAD 437A
(A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
PER FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP, SECTION 75520-2601



POINT OF COMMENCEMENT
INTERSECTION OF EAST RIGHT-OF-WAY LINE AND THE NORTH LINE OF THE SW 1/4 OF THE NW 1/4 OF SECTION 29

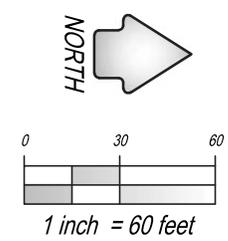
| LINE TABLE | | |
|------------|-------------|----------|
| LINE TAG | BEARING | DISTANCE |
| L1 | S04°13'20"W | 32.20' |
| L2 | N46°20'51"E | 115.38' |
| L3 | S75°56'18"E | 45.10' |
| L4 | S88°35'02"W | 12.09' |
| L5 | S46°20'51"W | 90.81' |
| L6 | N75°56'18"W | 11.64' |
| L7 | S13°11'04"W | 17.12' |
| L8 | N04°13'20"E | 30.43' |

| CURVE TABLE | | | | | |
|-------------|----------|---------------|------------|---------------|--------------|
| CURVE TAG | RADIUS | CENTRAL ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
| C1 | 5699.58' | 00°39'42" | 65.82' | S14°03'04"W | 65.82' |
| C2 | 30.00' | 90°47'28" | 47.54' | S58°39'58"W | 42.72' |

LEGEND:

- LB = LICENSED BUSINESS
- ### = REFERENCE TO CONTROL TABLE
- P.O.B. = POINT OF BEGINNING
- POC = POINT ON CURVE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- ⊙ = CHANGE IN DIRECTION

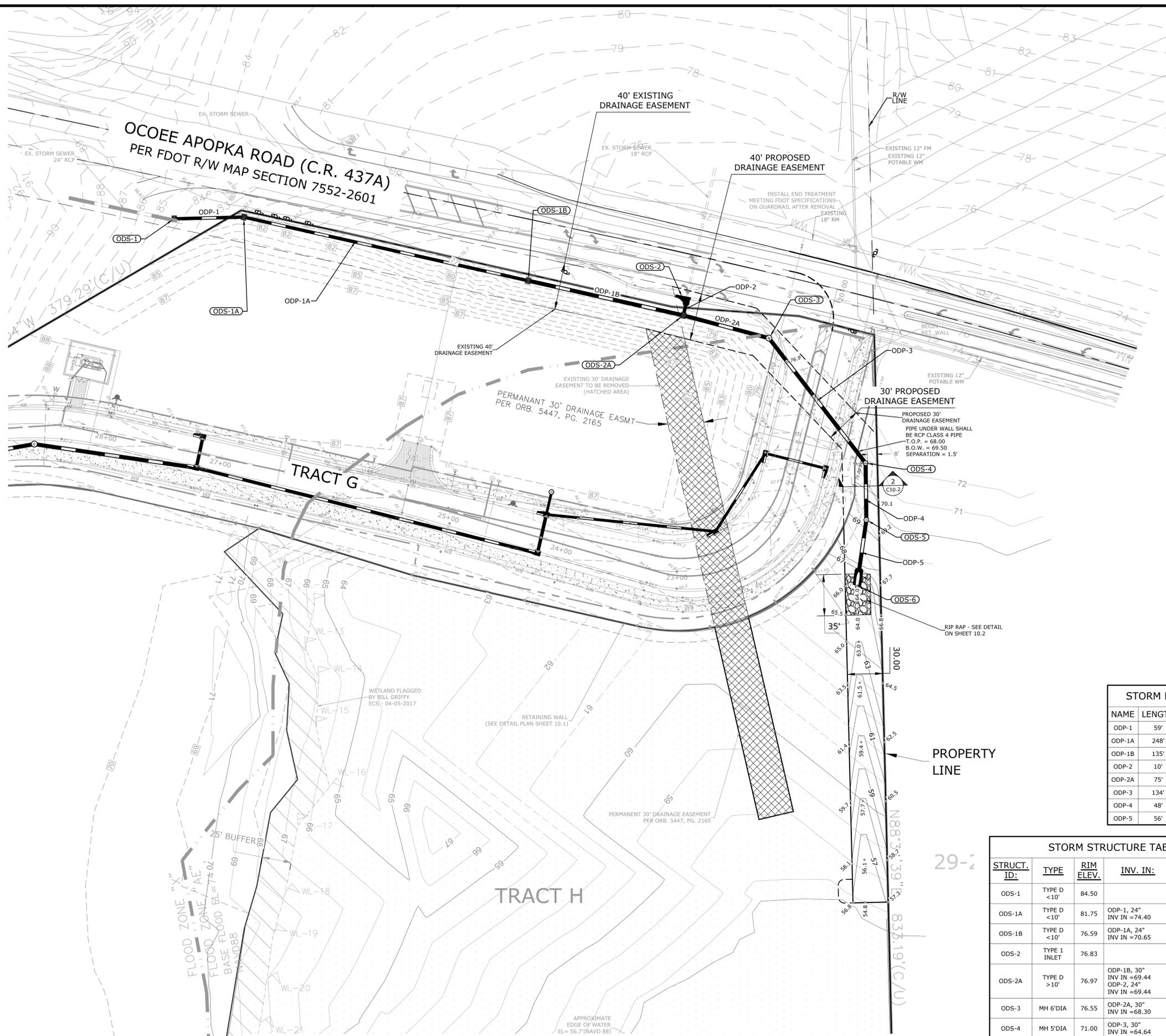
PARCEL #
29-21-28-0000-00-003
INSTRUMENT #20000332876



JOB S20186.0000
SEE SHEET 1 FOR LEGAL DESCRIPTION

CFB | **CLYMER FARNER BARLEY**

4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB4709



STORM PIPE TABLE

| NAME | LENGTH | SIZE | SLOPE |
|--------|--------|------|--------|
| ODP-1 | 59' | 24" | 3.40% |
| ODP-1A | 248' | 24" | 1.51% |
| ODP-1B | 135' | 30" | 0.89% |
| ODP-2 | 10' | 24" | 10.05% |
| ODP-2A | 75' | 30" | 1.51% |
| ODP-3 | 134' | 30" | 2.73% |
| ODP-4 | 48' | 30" | 0.39% |
| ODP-5 | 56' | 30" | 0.45% |

STORM STRUCTURE TABLE

| STRUCT. ID. | TYPE | RIM ELEV. | INV. IN. | INV. OUT. |
|-------------|--------------|-----------|---|-----------------------------|
| ODS-1 | TYPE D <10' | 84.50 | | ODP-1, 24" INV OUT = 76.42 |
| ODS-1A | TYPE D <10' | 81.75 | ODP-1A, 24" INV IN = 74.40 | ODP-1A, 24" INV OUT = 74.40 |
| ODS-1B | TYPE D <10' | 76.59 | ODP-1A, 24" INV IN = 70.65 | ODP-1B, 30" INV OUT = 70.65 |
| ODS-2 | TYPE 1 INLET | 76.83 | | ODP-2, 24" INV OUT = 70.49 |
| ODS-2A | TYPE D >10' | 76.97 | ODP-1B, 30" INV IN = 69.44 ODP-2, 24" INV IN = 69.44 | ODP-2A, 30" INV OUT = 69.44 |
| ODS-3 | MH 6'DIA | 76.55 | ODP-2A, 30" INV IN = 68.30 | ODP-3, 30" INV OUT = 68.30 |
| ODS-4 | MH 5'DIA | 71.00 | ODP-3, 30" INV IN = 64.64 | ODP-4, 30" INV OUT = 64.64 |
| ODS-5 | MH 5'DIA | 69.25 | ODP-4, 30" INV IN = 64.45 | ODP-5, 30" INV OUT = 64.45 |
| ODS-6 | 36" MES | 66.99 | ODP-5, 30" INV IN = 64.20 | |

NOTE:
 1. POND TO BE OVER-EXCAVATED TO A DEPTH OF 63 FEET AND CLAYEY FINE SAND LAYER SHALL BE REPLACED WITH STRATUM 2 SOIL AS STATED IN THE GEOTECHNICAL REPORT
 2. ALL PONDS SHALL BE MAINTAINED BY THE CITY OF APOPKA.
 3. STORM DRAINAGE SERVING PRIVATE ROADWAYS SHALL BE OWNED AND MAINTAINED BY CITY OF APOPKA.

LEGEND:
 [Symbol] PROPOSED CONSERVATION EASEMENT

EVANS ENGINEERING, INC.
 CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
 719 IRMA AVENUE
 ORLANDO, FLORIDA 32803
 (407) 872-1515
 www.evansenginc.com
 CERTIFICATE OF AUTHORIZATION NO. 0006788

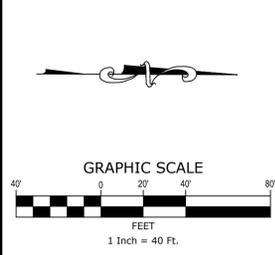
EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 6788
 No. 46586
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 DAVID EVANS
 FLORIDA P.E. NO. 46586
 DATE:

OAK POINTE - NORTH
 FOR THOMPSON HILLS ESTATES, LLC
 FINAL DEVELOPMENT PLAN (NORTH)
 CITY OF APOPKA, FLORIDA
 PAVING, GRADING, AND DRAINAGE PLAN

REVISIONS

| DATE | NO. | DETAIL | BY |
|------|-----|--------|----|
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DRAWN BY: CA DATE: AUG, 2019
 CHECKED BY: DLE JOB #: 25801



SHEET #:
 80 OF SHEETS 26

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED BOUND AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
 J:\0825\25801 - Oak Pointe\Drawings\Plan\North\Exhibit-D\Final\North Sheet 8 PFD Plot: 2021-09-09 AM 08:18:31 Printed on: Sep 13, 2021 - 10:20am by Taylor Burke

EXHIBIT "E"

This document was prepared by:
Laura L. Kelly
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Project State Road 429
Parcels 63-810

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT (“Release”) is executed as the _____ day of _____, 2021 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 32801-4414 (“CFX”).

RECITALS

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (“CFX Act”) to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, CFX’s predecessor in interest, Orange/Orange County Expressway Authority, and David Rubright, a/k/a Warren David Rubright, et. al. (collectively, “Rubright”) entered into that certain Stipulated Order of Taking dated March 27, 1998 for Case No. CI 98-1634 in the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida (“Order of Taking”), whereby CFX’s predecessor in interest acquired a permanent drainage easement over the real property owned by Rubright identified as Parcel 63-810 and more particularly defined in **Exhibit “A”** attached hereto (“Existing Drainage Easement”); and

WHEREAS, DHIC-Oakpoint, LLC, a Delaware limited liability company (“Owner”), is a successor in interest to Rubright pursuant to that certain Special Warranty Deed recorded on June 29, 2021 as Instrument No. 20210395034 in the Public Records of Orange County, Florida; and

WHEREAS, CFX and Owner entered into that certain Relocation of Drainage Easement dated effective _____ and recorded on _____ in Official Records Book _____ at Pages _____ of the Public Records of Orange County, Florida, (the “Relocation Agreement”) setting forth the terms and conditions for the relocation of the Existing Drainage Easement to an area more specifically defined in the Relocation Agreement (“Relocated Easement”); and

WHEREAS, Owner has been requested to release a certain portion of the lands encumbered by the Existing Drainage Easement from the Order of Taking, and CFX is willing to release said portion in accordance with the terms hereof and the Relocation Agreement.

NOW, THEREFORE, WITNESSETH, that CFX, for and in consideration of One and No/100 Dollar (\$1.00) and of other good and valuable considerations, receipt of which is hereby acknowledged, has

released and discharged and by these presents does release and discharge all of the right, title, interest, claim and demand which said CFX has under and by virtue of the above-described Existing Drainage Easement in and to, but only in and to, the following-described land in Orange County, Florida, to wit:

The portion of the Easement located within Tax Parcel ID:
_____ in Orange County, Florida, as depicted and described
within the attached Exhibit "A," incorporated herein by reference.

Provided, always, nevertheless, that nothing herein contained shall in anyway or manner impair, alter or diminish the rights, purpose, effect, encumbrance or provisions of the Order of Taking on that portion of the remaining lands described in the Order of Taking and not hereby being released therefrom.

IN WITNESS WHEREOF, CFX has caused this Release to be signed in its name by its proper representative on the date set forth below.

[SIGNATURE PAGE ON THE FOLLOWING PAGE]

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name:_____

Print Name:_____

By: _____
Buddy Dyer, Chairman

Date: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ___ day of _____,
2021 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization on this ___ day of _____, 2021, by _____, as
Chairman of the Central Florida Expressway Authority, on behalf of the organization. He is personally
known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

MEMO ATTACHMENT "C"



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

November 15, 2021

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

RE: Oak Point North
SR 429, Projects 604 and 429-200A
CFX Parcel – 63-810

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the “Consulting Engineer”) to the Central Florida Expressway Authority (“CFX”) does here by certify as follows:

1. We have reviewed the proposed drainage outfall plans and calculations associated with the release and relocation a portion of the existing perpetual drainage easement (CFX Parcel 63-810) located along CR 437A that drains to Lake Carter as more particularly depicted in Exhibit “A” enclosed herewith. We have determined the relocation of the perpetual drainage easement is an acceptable revision. Therefore, we certify that the release and relocation of the existing portion of the perpetual drainage easement CFX Parcel 63-810 to the proposed location shown on Exhibit “A” with the Utility Easements 1A, 1B and 2 will not (1) impede or restrict the operation of the CFX Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX’s Amended and Restated Master Bond Resolution and the requirements set forth in CFX’s Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

A handwritten signature in blue ink that reads "R. Keith Jackson".

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Laura N. Kelly, Esq. CFX (w/ enc.)



PARCEL 219 PART B
(PROJECT 200A)

CR 437A

UTILITY EASEMENT 1A

UTILITY EASEMENT 2

SR 429 R/W

PARCEL 63-810
(PROJECT 604)

UTILITY EASEMENT 1B

PARTIAL RELEASE
OF EXIST. PERPETUAL
DRAINAGE EASEMENT

LEGEND

-  CFX EXIST. PERPETUAL DRAINAGE EASEMENT
-  CFX PROP. UTILITY EASEMENT
-  EXIST. APOPKA R/W
-  PARTIAL RELEASE OF EXIST. PERPETUAL DRAINAGE EASEMENT
-  EXISTING LA R/W
-  EXISTING R/W

W:\50088189\Right-of-way\Property Transfers\SR 429 - Oak Point North\CADD\Exhibit-01.dgn
 10/21/24 AM
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 dfalk

| REVISIONS | | | |
|-----------|-------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
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|---------------------------------------|-------------|
| SR 429 / CR 437A Drainage Easement | |
| ROAD NO. | PROJECT NO. |
| SR 429 | 604 & 200A |



PERPETUAL EASEMENT
EXHIBIT "A"

| |
|-----------|
| SHEET NO. |
|-----------|

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel *LNK*

DATE: November 18, 2021

SUBJECT: Real Estate Purchase Agreement Between the Central Florida Expressway Authority and Farmland Reserve, Inc.
Project No: 528-757

BACKGROUND

Farmland Reserve, Inc. (“Owner”) owns approximately 17.13 acres of real property located adjacent to State Road 528 (“Property”). A map of the Property is attached hereto as **Attachment “A”**. CFX desires to acquire the Property for potential future improvements to State Road 528. An appraisal was prepared by The Appraisal Group of Central Florida, Inc. with a total appraised value of the Property in the amount of \$94,300.00. CFX and the Owner have negotiated the proposed Real Estate Purchase Agreement to memorialize the sale of the Property to CFX (“Agreement”). A copy of the proposed Agreement is attached hereto as **Attachment “B”**. Pursuant to the terms of the proposed Agreement, the purchase price for the Property is \$94,300.00 and the closing will occur within ninety (90) days of the effective date of the Agreement, provided all conditions to closing have been satisfied.

Pursuant to Section 5-4.032 of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (“Manual”), CFX staff is required to obtain a review appraisal for all real properties acquired by CFX. Because of the minimal value of the Property and the expected cost associated with a review appraisal, staff is requesting a waiver of the requirement to obtain a review appraisal in accordance with Section 5-1.01 of the Manual.

REQUEST

A recommendation by the Right of Way Committee for CFX Board’s approval of the Real Estate Purchase Agreement between CFX and the Owner in a form substantially similar to the attached Agreement, subject to the following: (1) waiver of the requirement for a review appraisal; and (2) approval of the legal descriptions and deed by CFX’s General Engineering Consultant and any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENTS

- A. Map of the Property
- B. Real Estate Purchase Agreement

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

WWW.CFXWAY.COM



MEMO ATTACHMENT "B"

REAL ESTATE PURCHASE AGREEMENT

(Orange County Parcel Nos. 34-23-32-0000-00-002 and 32-23-32-0000-00-002)

THIS REAL ESTATE PURCHASE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **FARMLAND RESERVE, INC.**, a Utah not for profit corporation, whose address is 79 S. Main Street, Suite 1000, Salt Lake City, Utah 84111 (“**Seller**”), 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 32801-4414 (“**Purchaser**”).

WITNESSETH:

WHEREAS, Seller is the fee simple owner of that certain real property located within Orange County, Florida consisting of Orange County Parcel Identification Numbers 34-23-32-0000-00-002 and 32-23-32-0000-00-002, which comprises approximately 3.21 and 13.92 gross acres, respectively, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”). The parties acknowledge and agree that **Exhibit “A”** contains only a graphic depiction of the Property and shall be replaced prior to the expiration of the Inspection Period (hereinafter defined) with the actual metes and bounds legal description to be mutually agreed upon by the parties as contained on the Survey (hereinafter defined); and

WHEREAS, pursuant to Section 348.753, Florida Statutes, Purchaser 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, Purchaser has identified the Property as necessary right-of-way for the future construction and maintenance of right-of-way improvements for State Road 528, together with all related appurtenances on the Property (collectively, “**Purchaser’s Intended Use**”); and

WHEREAS, pursuant to Section 348.754, Florida Statutes, Purchaser is empowered to take the Property through eminent domain; and

WHEREAS, in lieu of such a taking by Purchaser, Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to acquire from Seller the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Buy and Sell.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions set forth in this Agreement.

3. **The Property.** For purposes of this Agreement the term "Property" shall also include all of Seller's right, title and interest in, to and under: (i) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings and fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations and licenses relating to or affecting the Property, (iv) all right, title and interest of Seller in and to any street, road, alley or avenue adjoining such Property, and (v) all of Seller's right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such Property. Purchaser acknowledges and agrees that nothing contained herein shall be deemed to create an obligation of Seller to convey, transfer or assign specific entitlements or trips to Purchaser or for the benefit of the Property, and that Seller makes no representation or warranty whatsoever regarding the properties and interests described in this clause (notwithstanding the inclusion of those properties and interests in the definition of "Property").

4. **Purchase Price and Method of Payment.** The purchase price to be paid by Purchaser to Seller for the Property ("**Purchase Price**") shall be **NINETY-FOUR THOUSAND THREE HUNDRED and NO/100 DOLLARS (\$94,300.00)**. The Purchase Price shall be paid by Purchaser to Seller at the Closing (as hereinafter defined) by wire transfer of immediately available funds, subject to appropriate credits, adjustments and prorations as hereinbelow provided. The amount of the Purchase Price is fixed and will not be adjusted based on the gross area contained within the Property or on any other variable.

5. **Survey and Title Matters.**

(a) **Survey.** Unless otherwise waived by Purchaser in writing, Purchaser shall, within thirty (30) days after the Effective Date, at its cost, obtain a new current boundary survey of the Property (the "**Survey**") prepared by a registered surveyor, licensed in the State of Florida (the "**Surveyor**"). The Survey: (i) shall contain a metes and bounds legal description of the Property substantially consistent in all material respects of the graphic depiction of the Property set forth in **Exhibit "A"** attached hereto to be mutually agreed upon by the parties; (ii) shall be certified to Seller, Purchaser, Title Company (as defined below); and (iii) shall be in form and content which shall enable the Title Company to delete the standard survey exception and to issue a survey endorsement to the Title Policy (as defined below). The Surveyor's seal shall be affixed to the Survey.

(b) **Title Insurance.** Unless otherwise waived by Purchaser in writing, within fifteen (15) days after the Effective Date, Seller shall obtain, at Seller's expense, a current title insurance commitment and a copy of all exceptions referred to therein (the "**Title Commitment**") from First American Title Insurance Company, Old Republic National Title Insurance Company, or Fidelity National Title Insurance Company (the "**Title Company**") issued by Burr & Forman ("**Title Agent**"). The Title Commitment shall irrevocably obligate the Title Company to issue an

ALTA owner's title insurance policy approved for issuance in the State of Florida in the amount of the Purchase Price (the "**Title Policy**"), which Title Policy shall insure Purchaser's fee simple title to the Property, together with any appurtenant easements. The Title Commitment will initially be based on the graphic depiction of the Property as set forth in Exhibit "A" attached hereto. Within fifteen (15) days after the parties have approved the legal description contained on the Survey, Seller shall issue an endorsement to the Title Commitment based on the Survey legal description whereupon Purchaser shall have the rights set forth in subparagraph (c) below with respect to any new matters contained on said endorsement.

(c) Title and Survey Objection. Within thirty (30) days after the receipt of the later to be received of the Survey or the Title Commitment, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to Purchaser, which matters shall be referred to herein as "**Title Defects**". Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". Seller, at its election, shall have thirty (30) days after receipt of the aforesaid notice from Purchaser (the "**Seller's Cure Period**") within which to use commercially reasonable efforts to cure such Title Defects to the reasonable satisfaction of Purchaser and the Title Company. Seller may elect in its sole discretion whether Seller will attempt to cure any Title Defects. In the event Seller fails or refuses to cure any Title Defect(s) within Seller's Cure Period, then Purchaser may at its option by delivering written notice thereof to Seller within seven (7) days after expiration of the Cure Period (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder (other than any rights, obligations, and liabilities to survive a termination as provided in this Agreement); or (ii) accept title to the Property subject to such Title Defect(s) and without reduction of the Purchase Price. It is specifically understood and agreed that, without limitation, Purchaser hereby objects to and will require the removal, correction or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to a specific reading of the Survey as to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus or encroachment identified on the Survey which affects the Property and (iii) all mortgages, monetary liens or similar encumbrances. Further, it is understood and agreed that Purchaser hereby objects to any financial obligation related to a property owner's association, including declarations, covenants and restrictions. Notwithstanding the foregoing, if Purchaser declines to obtain a Survey, the Permitted Exceptions will include following standard exceptions: (i) easements, or claims of easements, not shown by the public records; and (ii) encroachments, overlaps, boundary line disputes, and other matters that would be disclosed by an accurate survey and inspection. At Closing, Seller shall provide the Title Company with such customary affidavits or other documents as are necessary to enable the Title Company to remove the standard exceptions from the Title Policy pursuant to Section 627.7842, Florida Statutes.

(d) No Additional Encumbrances. From and after the Effective Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, or consent to any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement or legal or equitable interest, which in any way affects the Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Effective Date and those that will be satisfied by Seller and released of

record at Closing. Not more than ten (10) days prior to Closing, Seller shall cause the Title Company to update by endorsement the Title Commitment to a date within twenty (20) days of the date of Closing (the “**Update Endorsement**”), which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Purchaser. If the Update Endorsement includes any additional requirements in Schedule B-Section I, Seller must satisfy the same prior to Closing at Seller’s sole cost and expense to the extent those additional requirements result from Seller’s deliberate actions. If such additional requirements do not result from Seller’s deliberate actions, then Seller shall have no obligation to satisfy them, but if Seller fails or refuses to do so, Purchaser shall have the same rights as are provided above in subsection (c) relating to Seller’s failure or refusal to remedy Title Defects. If the Update Endorsement includes any exceptions in Schedule B-Section II that are not already Permitted Exceptions, Seller must take all actions reasonably necessary to delete the same prior to the Closing to the extent those additional exceptions result from Seller’s deliberate actions. If such additional exceptions do not result from Seller’s deliberate actions, then Seller shall have no obligation to remove them, but if Seller fails or refuses to do so, Purchaser shall have the same rights as are provided above in subsection (c) relating to Seller’s failure or refusal to remedy Title Defects; provided, however, Seller shall not be required to expend unreasonable amounts of money or commence any legal proceeding in order to cause such deletion. Seller’s failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller.

6. **Inspection Period.**

(a) Purchaser shall have sixty (60) days after the Effective Date (the “**Inspection Period**”), to determine, in Purchaser’s sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser’s Intended Use. During the Inspection Period, Purchaser may, in Purchaser’s sole discretion and at Purchaser’s expense, subject to the conditions and requirements of this Agreement, perform any and all Inspections (as more particularly defined below) Purchaser desires to perform, including but not necessarily limited to the following: (i) having the Property tested, surveyed and inspected to determine if the Property contains any Hazardous Substances, wastes, materials, pollutants or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to Purchaser in its sole discretion; (ii) having the Property tested, surveyed and inspected to determine if the Property contains any endangered or threatened species of animal life or endangered, threatened or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department or commission would disallow the use of the Property as intended by Purchaser or require Purchaser to relocate any such species, plants or wetlands, and obtaining an endangered species and habitat report, satisfactory to Purchaser in its sole discretion; and (iii) investigating the physical and economic feasibility of developing the Property for Purchaser’s Intended Use, including without limitation investigation of all applicable building, zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the Property, stormwater management, zoning and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by Purchaser in its sole and absolute discretion.

As used herein, “**Hazardous Substances**” shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without

limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "**Environmental Laws**").

(b) In the event Purchaser determines, in its sole discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible to develop the Property for Purchaser's Intended Use or that it is not satisfied as to any other matter set forth in Section 6(a) above, or any other matter(s) which Purchaser deems relevant, then in such event Purchaser may, in Purchaser's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period and in such event the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. In the event Purchaser fails to notify Seller in writing within the Inspection Period that Purchaser is satisfied, in Purchaser's sole discretion, with Purchaser's inspections of the Property and that Purchaser intends to proceed with the purchase of the Property, this Agreement shall automatically terminate and be null and void and neither party shall have any further liability or obligation hereunder except as otherwise provided herein. If Purchaser terminates this Agreement for any reason, all plans, correspondence, surveys, drawings, reports, audits, and other materials obtained by or on behalf of Purchaser with respect to the Property shall be delivered to Seller, without cost to Seller, and become Seller's property. In such event Purchaser makes no warranties or representations whatsoever concerning the plans, correspondence, surveys, drawings, reports, audits, and other materials delivered to Seller by the Purchaser, and Seller assumes all risk of relying thereon. Except as otherwise required pursuant to Chapter 119, Florida Statutes, Purchaser shall not disclose the results of any inspections, investigations, and inquiries to any persons other than Purchaser's advisors, lender, and Seller.

(c) Delivery of Information Relating to Property. Within three (3) business days after the Effective Date, Seller shall deliver to Purchaser copies of any studies, documents, investigations, or materials in Seller's possession (collectively, the "**Seller's Due Diligence Materials**"). All of Seller's Due Diligence Materials may be used by Purchaser in such manner as it desires; provided, however, Seller makes no warranties or representations whatsoever concerning Seller's Due Diligence Materials, and Purchaser assumes all risk of relying thereon.

(d) Access to Property. Purchaser shall at all times before Closing have the right of going upon the Property with its agents and engineers as needed to inspect, examine, survey, appraise and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for Purchaser's Intended Use. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") to be performed at Purchaser's expense and subject to the conditions and requirements of this Agreement. Purchaser covenants and agrees that such activities shall not cause any harm to Seller or the Property and that the Property shall be restored to substantially the same condition as existed immediately prior to Purchaser's inspection activities pursuant to this Section 6, in the event Purchaser does not

acquire same. Within the limits of Section 768.28, Florida Statutes, Purchaser shall at all times indemnify, save harmless and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages, liens, fines, penalties, and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain or incur by reason of the exercise of Purchaser's right under this Section 6, including, without limitation, any damage to the Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the Property or any part thereof. This provision shall survive Closing or earlier termination of this Agreement. Any entry on the Property made by or on behalf of Purchaser (or its employees, agents, representatives, or other persons acting on behalf of or at the request of Purchaser) shall be at the sole risk of Purchaser. Purchaser shall pay for all work and inspections performed on or in connection with the Property and shall not permit the assertion of any lien against the Property (or any portion thereof).

7. **Conditions Precedent to Purchaser's Obligation to Close.** Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

(a) The representations, warranties and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date (hereinafter defined) in all material respects.

(b) Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing.

(c) Seller, at Seller's expense, shall have obtained the Title Commitment from the Title Company in the full amount of the Purchase Price, subject only to the Permitted Exceptions.

(d) The Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident or other materially adverse event that would prevent or prohibit Purchaser's Intended Use.

(e) Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller.

(f) In the event any of the foregoing conditions or other express conditions precedent to Closing contained in this Agreement are not fulfilled or waived by Purchaser prior to the date of Closing, Purchaser may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement, or (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the Purchaser Price.

8. Closing Date and Closing Procedures and Requirements.

(a) Closing Date. The closing (the “**Closing**”) shall occur on the date that is thirty (30) days after the expiration of the Inspection Period (“**Closing Date**”). The Closing shall occur at the offices of the Title Agent (“**Closing Agent**”), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier. The Closing Agent shall prepare all documents for Closing and act as escrow agent. Purchaser hereby waives any objection to Closing Agent’s representation of Seller in the preparation of this Agreement or in any future dispute or legal proceeding arising out of this Agreement.

(b) Conveyance of Title. At the Closing, Seller shall execute and deliver to Purchaser a Special Warranty Deed conveying fee simple title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions (“**Deed**”). In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller prior to Closing, excepting only the Permitted Exceptions, such mortgage, lien or other encumbrance shall, at Purchaser’s election, be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner’s affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy pursuant to Section 627.7842, Florida Statutes, and a certificate duly executed by Seller certifying that Seller 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 may be amended from time to time.

(c) Disclosure Affidavit. At the Closing, Seller shall execute an affidavit disclosing each person or entity having a legal or beneficial interest in the Property as required under Section 286.23, Florida Statutes, as it may be amended from time to time. Such disclosure shall be made in the form of **Exhibit “B”** attached hereto and incorporated herein by this reference. Seller shall make such disclosure under oath, subject to the penalties for perjury. Seller waives the notice provision of Section 286.23(2), Florida Statutes and warrants that both affidavits shall disclose those persons or entities holding less than five (5%) percent of the beneficial interest of the disclosing entity.

(d) Prorating of Taxes and Assessments. All real property ad valorem taxes, general and special assessments and charges applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owner’s association, which if any will be paid in full by Seller on or before the Closing Date. Prior to Closing, Seller shall deliver to Purchaser an estoppel letter from each and any property owner’s association confirming the amount of all outstanding assessments, fees and charges due for the Property as of the Closing Date. Delivery of such tax payment to Orange County along with a copy of the Deed and a request to Orange County Tax Collector to remove the Property from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at Closing. If the real property ad valorem taxes, general assessments and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent

information available. If the Closing occurs in November or December Seller shall be responsible for the entire year's tax liability.

(e) Special Assessments. Seller shall be at Closing charged an amount equal to the most recent estimate by the public body of any special assessment for public improvement that are, as of Closing, pending liens.

(f) Closing Costs. Seller shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, (ii) the title insurance premium for the Title Commitment and Title Policy equal to the Purchase Price to be issued by Title Agent, (iii) the cost of recording the Deed, (iv) preparation and recordation of any instruments necessary to correct title, and (v) all of the real estate sales commissions set forth herein, if applicable. The Closing Agent shall prepare, at Seller's sole expense, all Closing documents. Other than the aforementioned document preparation costs, each party shall pay its own attorneys' fees and costs. Purchaser shall pay for all costs and expenses incurred with respect to the Survey and to Purchaser's inspections of the Property.

9. Warranties and Representations of Seller. To induce Purchaser to enter into this Agreement and to purchase the Property, Seller, in addition to the other representations and warranties expressly set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date:

(a) There will be no tenant(s) remaining on the Property as of the Closing Date.

(b) To Seller's actual knowledge, without investigation, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(c) Seller is a not for profit corporation duly organized and validly existing under the laws of the State of Utah and registered to do business in the State of Florida; Seller has taken all the necessary action under its organizational documents and the individual(s) executing this Agreement has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Seller hereunder

(d) Seller has made no commitments to any governmental authority (other than Purchaser), utility company, church or other religious body, or any homeowners association, property owners association or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property.

(e) Seller has granted to no person or legal entity other than Purchaser any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest or interests therein.

(f) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

(g) Seller is a United States resident, not a foreign person (as such terms are defined in the Internal Revenue Code and Income Tax Regulations), for purposes of U.S. income taxation, and no withholding of sale proceeds is required with respect to Seller's interest in the Property under Section 1445(a) of the Internal Revenue Code.

(h) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 9, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Purchaser when first available to Seller; and in the event of any change which may be deemed by Purchaser in its sole discretion to be materially adverse, Purchaser may, at its election and as its sole and exclusive remedy, terminate this Agreement. For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Don Whyte and no others without duty of inquiry or investigation whatsoever. Purchaser acknowledges that Don Whyte is named above solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from Don Whyte.

(i) SELLER MAKES NO WARRANTIES OR REPRESENTATIONS RELATING TO THE PROPERTY, ITS OPERATIONS, THE COST OR FEASIBILITY OF DEVELOPING OR USING THE PROPERTY, OR OTHER MATTERS EXCEPT THE WARRANTIES AND REPRESENTATIONS THAT ARE EXPRESSLY STATED IN THIS AGREEMENT. SELLER DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, AND GUARANTIES; AND PURCHASER AGREES NO OTHER WARRANTIES, REPRESENTATIONS, OR GUARANTIES FROM SELLER SHALL BE IMPLIED. EXCEPT AS THIS AGREEMENT EXPRESSLY PROVIDES OTHERWISE, PURCHASER AGREES TO RECEIVE THE PROPERTY AS IS, WHERE IS, AND SUBJECT TO ALL FAULTS AND DEFECTS.

10. Warranties and Representations of Purchaser. To induce Seller to enter into this Agreement, Purchaser, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Seller and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

(b) That to the best of Purchaser's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any

provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

(c) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(d) That in the event that changes occur as to any of the foregoing representations and warranties of Purchaser contained in this Section 10, or in any other part of this Agreement, of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller when first available to Purchaser.

11. Seller's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive Closing hereunder:

(a) From and after the Effective Date and until physical possession of the Property has been delivered to Purchaser, Seller will keep and maintain all of the Property in the same condition in which Seller has heretofore maintained the Property.

(b) At Closing, Seller shall transfer, assign, and convey to Purchaser, without warranty or representation whatsoever, all of Seller's right, title and interest in and to all utilities and utility commitments which service or pertain in any manner to the Property, including, without limitation, any water or sewer connections which have been allocated in any manner to the Property or to Seller as owner of the Property and Seller's position on any waiting list relating to any such water or sewer connections.

(c) From and after the Effective Date, Seller shall not offer to sell the Property, or any portion thereof, to any other person or entity, nor enter into any verbal or written agreement, understanding, or contract relating to the sale of the Property.

(d) Except as otherwise expressly contemplated herein, from and after the Effective Date, Seller shall not encumber or create any liens on the Property.

12. Purchaser's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that Purchaser shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by Purchaser of its obligations hereunder.

13. Defaults.

(a) Default by Seller. In the event Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, or in the event that Seller fails to timely close the transaction contemplated herein, Purchaser, in Purchaser's sole discretion, shall be entitled to, as Purchaser's sole and exclusive remedy, to elect either to: (i) enforce specific

performance of this Agreement against Seller; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

(b) Default by Purchaser. In the event Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Purchaser under the terms and provisions of this Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser as herein provided, to terminate this Agreement, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein.

(c) Survival. The provisions of this Section 13 shall expressly survive Closing.

(d) Indemnification. Notwithstanding the foregoing, the limitations on the remedies available to Seller for Purchaser's default shall not apply to Seller's remedies and Purchaser's liability arising from Purchaser's covenants under this Agreement to indemnify and defend Seller. All such indemnification covenants on the part of Purchaser shall continue in full force and effect and shall not be waived, affected, or limited by the limitations imposed above on Seller's remedies for Purchaser's default.

14. Possession of Property. Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. Condemnation. In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any Governmental Authority or entity, other than Purchaser, prior to the Closing Date, Purchaser shall have the option of either (i) terminating this Agreement by giving written notice thereof to Seller, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect except as this Agreement provides otherwise, or (ii) requiring Seller to convey the remaining portion or portions of the Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such Governmental Authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

16. Broker.

(a) Seller hereby represents and warrants to Purchaser that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation,

arbitration, administrative or bankruptcy proceeding, which Purchaser shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller agrees to retain legal counsel to defend Purchaser against any claim brought by an agent, broker or finder claiming to have been engaged by Seller. If Seller refuses to retain legal counsel to defend Purchaser, Seller shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Purchaser in its defense and to pursue Purchaser's rights to be indemnified by Seller.

(b) Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Within the limits of Section 768.28, Florida Statutes, Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Purchaser, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker or finder claiming to have been engaged by Purchaser. If Purchaser refuses to retain legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

17. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 pm, local Orlando, Florida time, to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

Purchaser: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road
Orlando, Florida 32807
Email: Woody.Rodriguez@cfxway.com

Seller: Farmland Reserve, Inc.
Attn: Rex Burgener
79 S. Main Street, Suite 1000
Salt Lake City, Utah 84111
Email: rburgener@farmlandreserve.org

Copy to: James R. Pratt, Esquire
Burr & Forman
200 S. Orange Avenue, 8th floor
Orlando, Florida 32801
Email: jpratt@burr.com

The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

18. General Provisions.

(a) 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.

(b) 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.

(c) The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Neither this Agreement, nor any right or obligation of any party arising under this Agreement, may be assigned or delegated without the written consent of all parties.

(d) Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. Further, for purposes of this Agreement, "business day" shall mean a week day (Monday through Friday) that is not also a holiday. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

(e) The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

(f) Seller and Purchaser 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 the Closing.

(g) This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

(h) All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

(i) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

19. Survival of Provisions. No covenants or obligations (including indemnities, representations and warranties) set forth in this Agreement shall survive termination or Closing hereunder unless expressly stated herein to the contrary. All survival periods shall be indefinitely unless otherwise expressly stated herein.

20. 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.

21. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend, or waive the Purchaser's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Purchaser to be sued.

22. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterpart copies, including digital and electronic signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be

combined to provide one integrated document and taken together shall constitute one and the same instrument.

23. **Amendment to Agreement.** Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. Purchaser does hereby confer upon the Executive Director or Executive Director's designee, the authority, without further approval from the Purchaser, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements and similar documents set forth in this Agreement, and the Purchaser's signature of those agreements, amendments, easements, contracts and similar documents is hereby authorized.

24. **Effective Date.** When used herein, the term "**Effective Date**" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either Purchaser or Seller execute this Agreement.

25. **Recording of Agreement Prohibited.** Any attempt to record this Agreement or any memorandum hereof or any reference hereto by Purchaser, Seller, or any agent or representative of Purchaser or Seller, shall, at the sole option of the other party, render this Agreement null and void.

26. **Seller's Right to Cure.** Notwithstanding any contrary provision of this Agreement Seller shall not be deemed (a) in default of any covenant or obligation hereunder, (b) to have given a false, incorrect, or misleading representation or warranty hereunder, (c) or otherwise to have violated the terms of this Agreement, (all of the foregoing events of default being referred to in this Section as a "Default") unless Purchaser first notifies Seller in writing of the Default and Seller fails within thirty (30) days after receipt of that notice to cure the Default (a cure including without limitation, if applicable, effecting the changes necessary to render a warranty or representation correct).

27. **Further Assurances.** Seller and Purchaser will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate, and reasonably requested by the other, to carry out the intent and purpose of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

WITNESSES:

“SELLER”

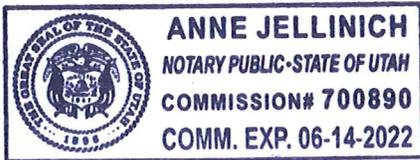
[Signature]
Print Name: David H. Armstrong
[Signature]
Print Name: Diane Lunt

FARMLAND RESERVE, INC.
a Utah not for profit corporation

By: [Signature]
Print Name: Rex Burgener
Title: Vice President, Land
RB

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this 12th day of November, 2021, by Rex Burgener, as Vice President of Farmland Reserve, Inc., on behalf of the organization. He/she is personally known to me OR produced _____ as identification.



[Signature]
Notary Public
Printed Name: Anne Jellinich
Commission No.: 700890
My Commission Expires: 6.14.22

[SEE FOLLOWING PAGE FOR PURCHASER’S SIGNATURE]

[Signature]
11/10/2021

Signed, sealed, and delivered
in the presence of:

“PURCHASER”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

By: _____
Buddy Dyer, Chairman

Print Name: _____

Date: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ___ day of _____,
2021 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ___ day of _____, 2021, by Buddy Dyer, as Chairman of
the Central Florida Expressway Authority, on behalf of the organization. He is personally known
to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

DEPICTION OF PROPERTY

[see attached]

EXHIBIT "B"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

FROM: Farmland Reserve, Inc. a Utah not for profit corporation, the "Seller"

SUBJECT: Purchaser of Orange County Parcel Identification Numbers 34-23-32-0000-00-002 and 32-23-32-0000-00-002

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property is as follows:

Name

Address

(Note: Any person identified above who is an employee or elected official of the Central Florida Expressway Authority must be identified as such.)

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath, and I understand that I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority.

[Signature on following page]

WITNESSES:

“SELLER”

FARMLAND RESERVE, INC.
a Utah not for profit corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 2021, by _____, as _____ of Farmland Reserve, Inc., on behalf of the organization. He/she is personally known to me OR produced _____ as identification.

Notary Public
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

MEMORANDUM

TO: CFX Right of Way Committee Members *LNK*

FROM: Laura Newlin Kelly, Associate General Counsel

DATE: November 18, 2021

SUBJECT: Easement and Maintenance Agreement between the Central Florida Expressway Authority and Orange County, Florida
Project No: State Road 408
Parcels: 1-227 Partial, 1-251 Partial, 1-252 (aka 8093), Pond 12 and 1-226, 1-228 Partial, 1-247 Partial, (aka 8093A), Pond 1

BACKGROUND

The Central Florida Expressway Authority’s predecessor in interest (now “CFX”), acquired those certain real properties known as Parcels 1-227 Partial, 1-251 Partial, 1-252 (aka 8093), Pond 12 and 1-226, 1-228 Partial, 1-247 Partial, (aka 8093A), Pond 1 (collectively, the “CFX Parcels”) hereto for the design, construction and operation, and subsequent widening, of State Road (“SR”) 408. CFX previously constructed a bridge for the Econlockhatchee Trail over SR 408 (“Existing Bridge Improvements”). Orange County (“County”) is currently designing and constructing an expansion of the Econlockhatchee Trail known as Orange County Capital Improvement Project No. 5024 that will cross SR 408 at the location adjacent to the Existing Bridge Improvements as more particularly depicted on **Attachment “A”** attached hereto (“Bridge Improvements”).

County has requested an easement over a portion of the CFX Parcels (collectively, the “Easement Areas”) for the purpose of designing, constructing, operating, repairing and replacing the Bridge Improvements in accordance with the terms and conditions of the proposed Easement and Maintenance Agreement. A copy of the Easement and Maintenance Agreement is attached hereto as **Attachment “B”** (“Agreement”). Pursuant to the terms of the Agreement, CFX agrees to grant to the County perpetual non-exclusive slope easements, drainage easements and certain air rights easements over, across and upon portions of the CFX Parcels. In exchange and as consideration for granting the easement, County will, at no cost or expense to CFX, be responsible for the maintenance, repair and replacement of the Easement Areas, and any and all improvements constructed by the County within the Easement Areas, including, without limitation, the Bridge Improvements.

Pursuant to CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (“Policy”), CFX staff and CFX’s General Engineering Consultant (“GEC”) have examined the proposed Easement Areas and determined that the grant of the easements would not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present

or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety. A copy of the certification is attached hereto as **Attachment “C”**.

The proposed Agreement was prepared and provided to the County for review and consideration. County has reviewed the Agreement and agrees with its form. GEC has reviewed the proposed location, maintenance functions, and maintenance responsibilities set forth in the Agreement.

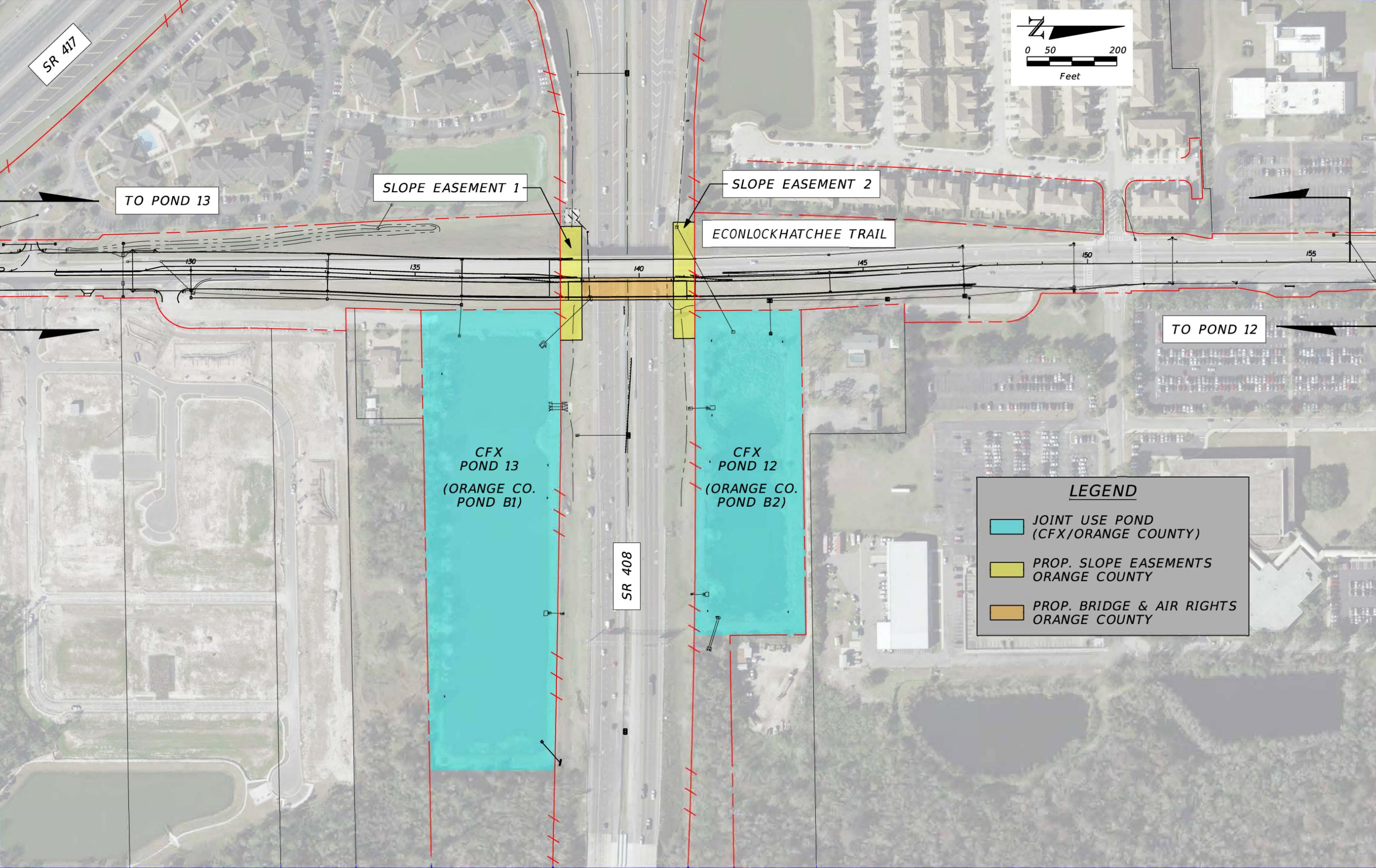
REQUEST

A recommendation by the Right of Way Committee for CFX Board’s approval of the Agreement Between CFX and County in a form substantially similar to the attached Agreement, subject to any minor or clerical modifications or revisions approved by the GEC, General Counsel or designee.

ATTACHMENTS

- A. Map of the Bridge Improvements and Easement Areas
- B. Easement and Maintenance Agreement
- C. Certificate from CFX’s General Engineering Consultant

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| REVISIONS | | | |
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| ECON TRAIL (ORANGE CO.) OVER SR 408 | |
| ROAD NO. | PROJECT NO. |
| SR 408 | |



MEMO ATTACHMENT "A"
ECON TRAIL BRIDGE

| |
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| SHEET NO. |
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MEMO ATTACHMENT "B"

This document was prepared by:
Laura L. Kelly
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Project: State Road 408
Parcels: 1-227 Partial, 1-251 Partial, 1-252 (aka 8093), Pond 12 and 1-226, 1-228 Partial, 1-247 Partial, (aka 8093A), Pond 1

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (hereinafter, the "Agreement") is made and entered as of the Effective Date (hereinafter defined), by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 ("County"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"). County and CFX are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

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

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

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

WHEREAS, County is designing and constructing an expansion of Econlockhatchee Trail known as Orange County Capital Improvements Project ("CIP") No. 5024 that will cross State Road ("S.R.") 408 at the location more particularly depicted on Exhibit "A" attached hereto and incorporated herein by reference ("Bridge Improvements"); and

WHEREAS, CFX is the owner in fee simple of that certain real property located in Orange County, Florida more particularly described in Exhibits "B", "C" and "D" attached hereto and incorporated herein by reference (collectively, the "CFX Property"); and.

WHEREAS, in order to proceed with the design, permitting and construction of the Bridge Improvements, County has requested, and CFX is agreeable to, the grant of certain easements over, across and upon portions of the CFX Property in accordance with the terms and conditions hereof; and

WHEREAS, CFX and County have agreed to the establishment of the easements as set forth herein and the establishment of the maintenance obligations relating thereto and have further agreed to other matters contained herein.

NOW THEREFORE, in consideration of mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and CFX hereby covenant and agree to and with each other as follows:

1. **Recitals.** That the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Bridge Improvements.**

a. **Air Rights Easement.** CFX hereby grants, bargains, sells, releases, conveys and confirms unto County, a perpetual, non-exclusive air rights easement in, upon, over, through, and across the real property more particularly described in **Exhibit “B”** attached hereto and incorporated herein by reference (“Air Rights Easement Area”) for the purpose of designing, constructing, installing, maintaining, operating, repairing and replacing the Bridge Improvements (“Air Rights Easement”) all in accordance with and as shown on the Bridge Plans (hereinafter defined) for the Bridge Improvements. The grant of the Air Rights Easement shall grant the County the privilege, but not the obligation, to enter upon the Air Rights Easement Area for the purpose of designing, constructing, maintaining, operating and repairing the Bridge Improvements, together with all incidental rights reasonably necessary for the use and enjoyment of the Air Rights Easement for its intended purposes. The right to use the Air Rights Easement and Bridge Improvements may be extended by County to its customers, employees, and contractors. Notwithstanding the foregoing, all maintenance, construction or repairs performed by the County on the Bridge Improvements shall be performed in a manner that would not otherwise damage, disrupt, impede or impair the safety or operation of the Central Florida Expressway System and shall be in accordance with the provisions hereof.

b. **Project Managers.** Each of the Parties shall designate an authorized representative to oversee and manage the planning, design, construction and development of the Bridge Improvements (individually, the “**Project Manager**,” collectively, the “**Project Managers**”). County hereby designates its Manager of the Highway Construction Division of the Public Works Department, as its Project Manager (the “County PM”). CFX hereby designates Will Hawthorn, as the Project Manager (the “CFX PM”). Either of the Parties may elect to substitute their respective Project Manager by notice to the other Party in accordance with Section 11 hereof.

c. **Design of Bridge Improvements.** County, at its sole cost and expense, through a professional design firm, has prepared construction plans, specifications, and drawings, and amendments thereto, including a maintenance of traffic plan and any other documentation reasonably required to specify the size, character and design of the Bridge Improvements in the Air Rights Easement and has provided such to CFX for CFX’s review, and CFX has provided written comments and objections to County detailing any revisions, corrections, or value engineering as reasonably required by CFX. County will address such and provide signed and sealed plans (“Bridge Plans”) to CFX. In no event shall County be permitted to commence construction of the Bridge Improvements without the prior written approval of CFX. Notwithstanding the foregoing, in the event the County needs to modify or revise the Bridge Plans prior to or during construction of the Bridge Improvements, County shall provide the revised or modified Bridge Plans to CFX for CFX’s review and approval. Within thirty (30) days of receipt of any such revised Bridge Plans, CFX will review the revised Bridge Plans and provide any written comments and objections to County detailing any revisions, corrections, or value engineering as reasonably required by CFX. County will address such and provide signed and sealed revised Bridge Plans to CFX prior to commencing or continuing construction on the Bridge Improvements.

c. **Permitting of the Bridge Improvements.** Prior to the commencement of construction, the County shall, at its sole cost and expense, be responsible for securing any and all permits from the applicable governing jurisdiction for the design, construction, repair and replacement of the Bridge Improvements in accordance with Bridge Plans.

d. **Construction of the Bridge Improvements.** County shall, at its sole cost and expense, be responsible for the construction and inspection of the Bridge Improvements in accordance with the approved Bridge Plans. County shall perform all construction in good order and repair in accordance with the Bridge Plans and all applicable permits and other governmental requirements. County shall notify CFX in writing ten (10) business days before the commencement of construction and shall coordinate with the CFX PM throughout the construction of the Bridge Improvements in order to avoid or minimize any potential service disruptions to the Central Florida Expressway System. County understands and acknowledges that in no event shall traffic on, or safe operation of, any portion of the Central Florida Expressway Authority be impacted, impaired, or modified without the express written consent of CFX. County shall notify CFX in writing of the completion of the Bridge Improvements (“Completion Notice”). Within (10) business days of receipt of the Completion Notice, CFX shall have the right, but not the obligation, to review and inspect the Bridge Improvements to ensure substantial completion with the Bridge Plans. In the event CFX elects to conduct an independent inspection of the Bridge Improvements, CFX shall notify County of any deficiencies in work on the Bridge Improvements. County shall take any and all actions reasonably necessary to correct the deficiencies to the reasonable satisfaction of CFX. County shall comply with any and all laws, ordinance, rules, requirements, policies, and standards governing the design, installation and construction of improvements within the right-of-way owed by CFX.

3. **Slope Easement.** CFX hereby grants, bargains, sells, releases, conveys and confirms unto County, a perpetual, non-exclusive slope easement (“Slope Easement”) in, upon, over, through, and across the real property more particularly described in **Exhibit “C”** attached hereto and incorporated herein by reference (“Slope Easement Area”) for the purpose of providing the lateral and subjacent support and a side-slope to support the Bridge Improvements. The grant of the Slope Easement to County shall include all incidental rights reasonably necessary for the use and enjoyment of the Slope Easement for its intended purposes. This Slope Easement shall grant the County the privilege, but not the obligation, to enter upon the Slope Easement Area for the purpose of maintaining, operating and repairing said side slope, together with the rights, easements, privileges and appurtenances in or to said Slope Easement Area which may be required for construction of the Bridge Improvements in accordance with the Bridge Plans. The Slope Easement shall be used for the purpose of constructing, repairing, replacing, operating and maintaining from time to time the Bridge Improvements provided the Bridge Improvements within the Slope Easement Area can coexist with CFX’s use and enjoyment of the Central Florida Expressway System.

4. **Drainage Easement.** CFX does hereby grant, bargain, sell, release, convey, and confirm unto County a non-exclusive perpetual easement (“Drainage Easement”) in, upon, over, through, and across the real property more particularly described in **Exhibit “D”** attached hereto and incorporated herein by reference (“Drainage Easement Area”), for the purpose of providing stormwater drainage, discharge, conveyance, runoff, detention, and retention for the Bridge Improvements (collectively, the “Drainage Facilities”), subject to any and all applicable permits and other governmental requirements. The grant of the Drainage Easement to County shall include all incidental rights reasonably necessary for the use and enjoyment of the Drainage Easement for its intended purposes; provided, however, County shall not be entitled to design, engineer, permit, construct, or modify the Drainage Facilities without the express written consent of CFX. Notwithstanding the foregoing, County and CFX agree and acknowledge the existing Drainage Facilities were designed, permitted, and constructed to accommodate approximately 2.45 acre feet of stormwater capacity in Pond 12 and 1.32 acre feet of stormwater capacity in Pond 13 for the stormwater drainage needs for the improvements related to Econlockhatchee Trail (collectively, “Permitted Capacity”) in accordance with St. Johns River Water Management District Permit Number 4-095-20358-18. In the event County elects to expand or modify Econlockhatchee Trail or needs additional stormwater capacity beyond the Permitted Capacity is required in the Drainage Facilities for the future improvements, County shall be responsible, at its sole cost or expense, for identifying, permitting, securing real property and constructing drainage improvements for any additional stormwater capacity exceeding the Permitting Capacity.

5. **Maintenance of the Easement Areas.** County and CFX, each at their sole cost and expense, accept responsibility for any and all continuing and future maintenance obligations and responsibility for the Air Rights Easement Area, Slope Easement Area, and Drainage Easement Area (collectively, the “**Easement Areas**”) as more particularly delineated in **Exhibit “E”** attached hereto and incorporated herein by reference. The party responsible for any such maintenance or repairs as outlined in **Exhibit “E”** (“**Responsible Party**”) shall, at its sole cost and expense, maintain, repair and replace, to the extent necessary, the Easement Areas, the Bridge Improvements and the Drainage Facilities and keep the same in good order and state of repair and in accordance with all applicable permits and other governmental requirements and at no cost to the other Party. In the event either of the Parties disturbs or damages the Bridge Improvements, Drainage Facilities, or Central Florida Expressway System, or any other areas within the Easement Areas restricting the use of the Bridge Improvements Drainage Facilities, or Central Florida Expressway System (“**Impacted Facilities**”), that Party shall, at its sole cost and expense, repair and replace the Impacted Facilities and any other disturbed areas in the Easement Areas to the reasonable satisfaction of the other Party. In the event any required repair and/or maintenance hereunder is not performed the Responsible Party, as applicable, in accordance with the foregoing standards, the other Party may deliver a notice to the Responsible Party, as applicable, setting forth the maintenance deficiencies, whereupon the Responsible Party, as applicable, shall have a period of fifteen (15) days to remedy the deficiencies, or forty-eight (48) hours, in case of emergency. In the event the deficiencies are not remedied in a commercially reasonable fashion within such fifteen (15) day period, or within such forty-eight (48) hour period in case of emergency, the other Party shall have the right to undertake all reasonably necessary maintenance and repair itself and recover from the Responsible Party, as applicable, the reasonable and actual, third party out-of-pocket fees, costs and expenses incurred in connection therewith. For avoidance of doubt, County shall have no obligations relative to any bridge or bridge improvements existing as of the Effective Date of this Agreement; whenever County maintenance obligations are stated, they shall be as to the new Bridge Improvements only.

6. **Permits for Maintenance.** County shall obtain any and all permits from CFX as may be reasonably necessary to perform the maintenance, repair, and replacement of the improvements within the Easement Areas. CFX shall not unreasonably condition, withhold, or deny the issuance of the permits for the maintenance, repair and replacement of the improvements within the Easement Areas and shall reasonably endeavor to issue permits to County within ten (10) business days upon receipt of an application from the County that has been deemed substantially complete by CFX. The foregoing notwithstanding, in the case of an emergency, County may perform necessary work or repairs without prior issuance by CFX of a permit but will notify CFX as soon as practicable upon the County learning of the need for such work or repairs within the Easement Areas in order to coordinate any work or repairs needed to the Central Florida Expressway System or any potential maintenance of traffic impacts.

7. **Future CFX Improvements.** Notwithstanding anything herein to the contrary, as a part of the specific consideration bargained and exchanged for the grant of the Air Rights Easement and Slope Easement, the Parties agree that in the event CFX is required to relocate or reconfigure all or any portion of Bridge Improvements or any portion of the Easement Areas as a result of the expansion, extension or reconfiguration of State Road 408 or any portion of the Central Florida Expressway System (“**Future CFX Improvements**”), County shall be liable, at its sole cost and expense for (a) relocating or reconfiguring any portion of the Easement Areas or Bridge Improvements that conflicts with, interferes with, impacts, impedes, or impairs CFX’s right to construct the Future CFX Improvements (“**Potential Impacts**”), or if mutually agreed upon with CFX, County may reimburse CFX for addressing any such Potential Impacts, and (b) any additional costs and expenses CFX incurs for the design and construction of the Future CFX Improvements as a result of the grant of the Air Rights Easement and Slope Easement. In the event CFX anticipates that any portion of the Bridge Improvements will impact, impede, or impair the construction, operation or maintenance of the Future CFX Improvements, or in the event CFX will incur or reasonably believes it will incur said additional cost(s) and expense(s) associated with the Future CFX Improvements

as a result of the grant of the Air Rights Easement and Slope Easement, then CFX in good faith, shall provide written notice to County of the Potential Impacts or said additional cost(s) and expense(s). Said additional cost(s) and expense(s) shall consist of those costs and expenses above and beyond the costs and expenses of the activities to be performed by CFX and attributable solely to the existence of the Bridge Improvements, including the slope, area within the Easement Areas. CFX and County shall cooperate and work in good faith to identify the Potential Impacts to the CFX Future Improvements within ninety (90) days of CFX notifying County of any such Potential Impacts, and to establish a reasonable timeline for the design, permitting, relocation or reconfiguration of the Bridge Improvements; provided, however, County understands and agrees that any such timeline for addressing the Potential Impacts shall not interfere with the design or construction schedule for the CFX Future Improvements.

8. **Reserved Rights of CFX.** Notwithstanding anything contained herein, all rights not granted to County herein are reserved to CFX. Notwithstanding anything herein to the contrary, CFX hereby expressly reserves the right to construct, install, maintain, repair, replace, add to, expand and modify S.R. 408, the Drainage Facilities, the Central Florida Expressway Authority, and any other improvements and appurtenant improvements thereto or in addition thereof that CFX deems appropriate, at its reasonable discretion.

9. **Non-Disturbance of Easement Rights.** Except as otherwise provided in this Agreement, the Parties hereto agree not to build, construct, or place any buildings, structures, barriers, and fill or other hindrances in the Easement Areas other than the intended facility, Bridge Improvements or Drainage Facilities, and not to in any way materially modify or change the lands encumbered by the foregoing easements in a manner that would disturb or interfere with the safe and proper construction, operation, or maintenance of the Central Florida Expressway System.

10. **Termination of Easements.** County may, at its option, remove the materials comprising the Bridge Improvements installed and maintained by County with one hundred eighty (180) days prior written notice to CFX, in which event, County shall return the Easement Areas to their original state as they existed prior to the Effective Date of this Agreement and shall execute and record a written termination of easement in the Public Records of Orange County, Florida. In the event of damage to or destruction of all or a portion of the Easement Areas or surrounding areas owned by CFX due to such removal, County, at its sole cost and expense, shall return the Easement Areas and surrounding areas owned by CFX and replace any improvements located on the Easement Areas and surrounding areas owned by CFX to the condition as they existed immediately prior to such damage or destruction by County and to the reasonable satisfaction of CFX. If the Bridge Improvements are replaced, the provisions of this Agreement shall remain in full force and effect, including County's obligation to maintain said Bridge Improvements.

11. **Compliance with all Legal Rules.** CFX shall, at its sole expense, comply with all present and future valid and applicable laws, ordinances, and regulations of the federal government and its agencies, the State of Florida, and Orange County, unless otherwise agreed between the County and CFX.

12. **Notices.** All notices, demands, approvals, requests, and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered and received upon the earlier of (i) actual receipt; (ii) the next business day following its deposit with a reputable overnight courier or (iii) the third (3rd) day following its deposit in a regularly maintained receptacle for the United States Mail, as registered or certified mail, return receipt requested, postage fully prepaid, addressed to the addressee as its address is set forth below, or at such other address as such addressee may have specified by notice delivered in accordance with this paragraph and actually received by the addressee.

County: Orange County Real Estate Management Division
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Manager
Telephone: (407) 836-7070

With a copy to: Orange County Public Works
4200 S. John Young Parkway
Orlando, Florida 32839
Attn: County Engineer
Telephone: (407) 836-7900

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

13. **Default.** In the event either of the Parties breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by said part under the terms and provisions of this Agreement, the other party, in its sole discretion, and after thirty (30) days prior written notice and opportunity to cure, shall be entitled to: (i) exercise any and all rights and remedies available to said party at law and in equity, including, without limitation, the right of specific performance, or (ii) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

14. **Inspector General.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Parties agree to incorporate the obligation to comply with Section 20.055(5) in all subcontracts such Party enters into in connection with the Bridge Improvements or Drainage Facilities.

15. **Miscellaneous Provisions.**

a. No Other Parties. This Agreement is solely for the benefit of the Parties, and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Agreement.

b. Binding Effect. This Agreement shall be binding on the Parties, and upon all entities operating for or on behalf of the Parties pursuant to this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

c. Governing Law; Venue. The Florida law shall govern the validity, enforcement and interpretation of this Agreement, and the Parties agree that venue for any action arising hereunder shall lie in Orange County, Florida

d. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and shall not be changed, altered, or modified, except by an instrument in writing signed by the Parties.

e. Counterparts. This Agreement may be executed in one or more counterparts, including electronic, digital or facsimile copies, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

f. Effective Date. The effective date of this Agreement shall be effective upon which the last of the Parties hereto executes this Agreement (“Effective Date”).

g. Non-Waiver. The failure of any party to insist upon the other party’s compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duty to comply with such obligations in all other instances.

h. Recording. County shall, at its sole cost and expense, cause this Agreement to be recorded in the Public Records of Orange County, Florida.

i. Amendments. The rights hereby granted, created and declared shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated other than as expressly provided herein, except by an instrument in writing, executed by the then owners of the benefited property and all mortgagees of any portion thereof.

j. Covenants Running with the Property. The easements, covenants, agreements and conditions contained or expressed herein shall not be personal (except as otherwise expressly provided herein) but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the benefited property and the easement area, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the tenants, agents, licenses, guests and invitees of each of them.

k. Time. Time is of the essence of this Agreement.

l. Legal Construction and Headings. 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. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

m. 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.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year last written below.

(Official Seal)

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

DATE: _____

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

BY: _____
Deputy Clerk

Printed Name

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Signed, sealed, and delivered
in the presence of:

Print Name: _____

Print Name: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Buddy Dyer, Chairman

Date: _____

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2021 for its
exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

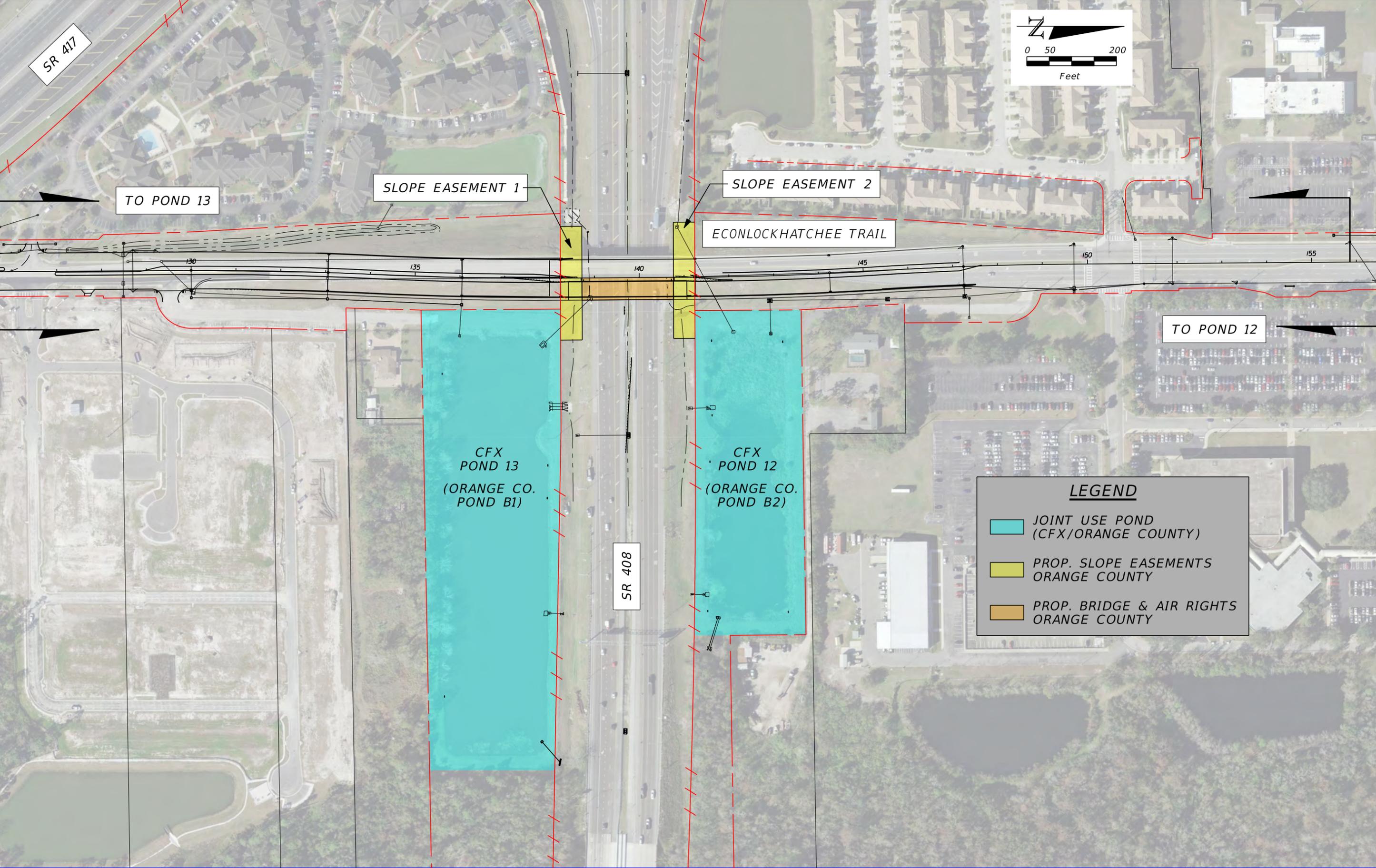
The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization on this ___ day of _____, 2021, by _____, as
Chairman of the Central Florida Expressway Authority, on behalf of the organization. He is personally
known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"
Bridge Improvements

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| DATE | DESCRIPTION |
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| ECON TRAIL (ORANGE CO.) OVER SR 408 | |
| ROAD NO. | PROJECT NO. |
| SR 408 | |



ECON TRAIL BRIDGE EXHIBIT
 A

| |
|-----------|
| SHEET NO. |
| |

EXHIBIT "B"
Air Rights Easement

SKETCH & DESCRIPTION

PROJECT: Econlockhatchee Trail Air Rights Easement
SURVEY PROJECT NUMBER: 8799
SECTION 30
TOWNSHIP 22 SOUTH
RANGE 31 EAST
DRAWN BY: JFM

DESCRIPTION:

A parcel of land lying within the Northeast 1/4 of Section 30, Township 22 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of said Section 30; Thence North 00°24'07" West, along the West line of the Northeast 1/4 of said Section 30, a distance of 193.15 feet; Thence departing said West line N89°35'53" East, a distance of 23.00 feet to the **POINT OF BEGINNING**; Thence North 00°24'07" West, a distance of 204.00 feet; Thence North 89°35'53" East, a distance of 49.00 feet; Thence South 00°24'07" East, a distance of 204.00 feet; Thence South 89°35'53" West a distance of 49.00 feet to the **POINT OF BEGINNING**.

Containing 9,996 Square Feet or 0.229 Acres, MORE or LESS.

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



Mark A. Daynes

Mark A. Daynes,
REGISTERED LAND SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5479
DATE: 10/19/2021

I HEREBY AFFIRM THAT THIS SKETCH REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SKETCH HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND

- = CHANGE IN DIRECTION, NO POINT SET
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R.O.W. = RIGHT OF WAY
- STA = STATION
- SECT. = SECTION
- EB = EAST BOUND
- WB = WEST BOUND
- CONST. = CONSTRUCTION LINE
- CL = CENTER LINE
- NOS = NUMBERS
- LA = LIMITED ACCESS
- SR = STATE ROAD

Surveyors Notes:

1. This is not a Boundary Survey.
2. Bearings based on the West line of the NE 1/4 of Section 30, Township 22 South, Range 31 East, Orange County, Florida being N00°24'07"W.
3. Stationing data is referenced from construction plans for Econlockhatchee Trail CIP NO: 5024 and was prepared by URS corporation.



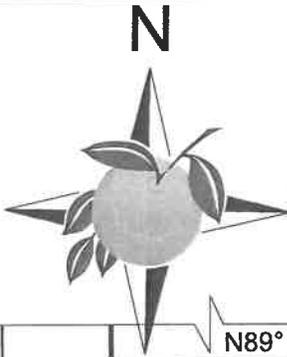
ORANGE COUNTY PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION

SHEET 1 of 2

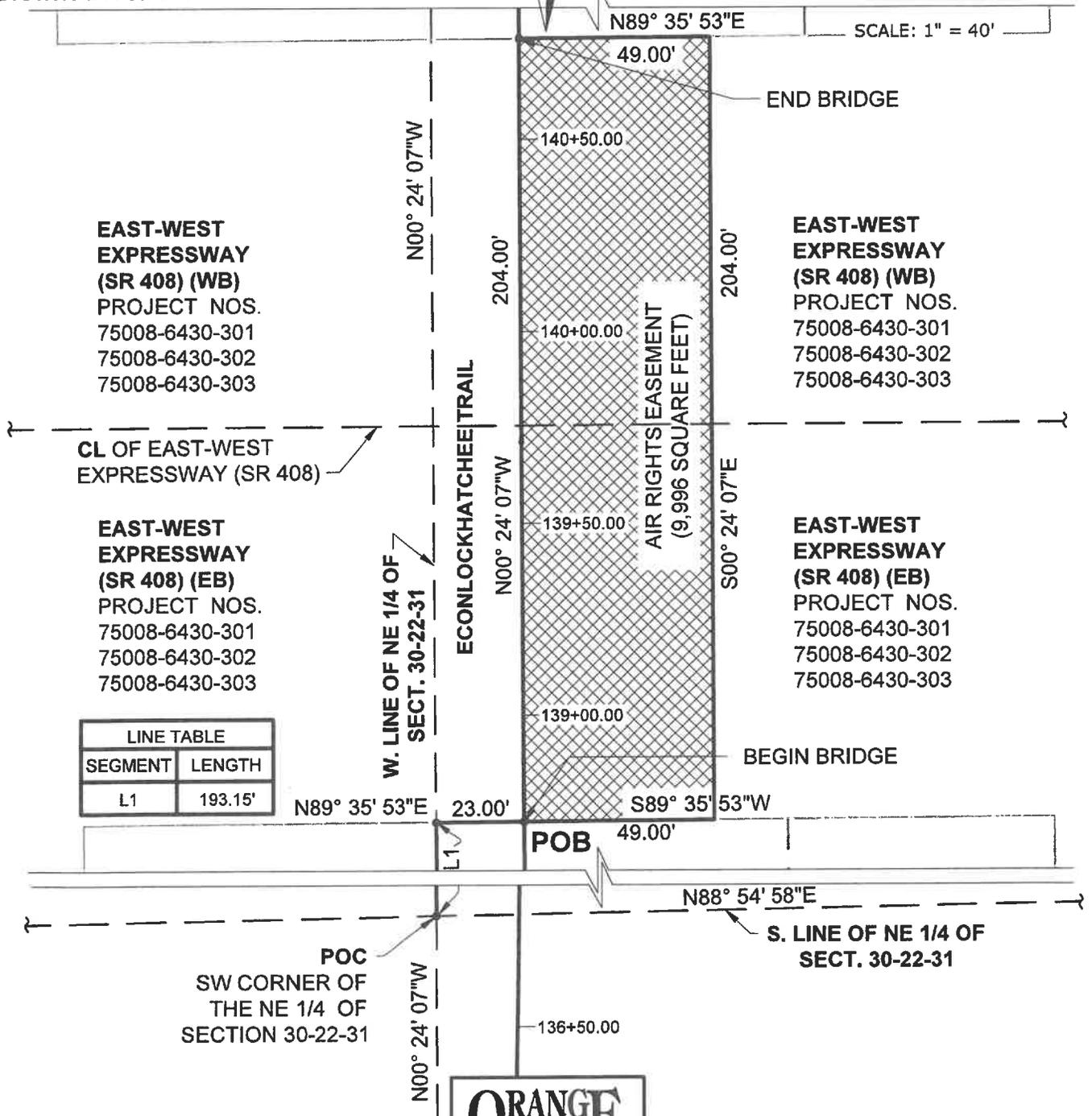
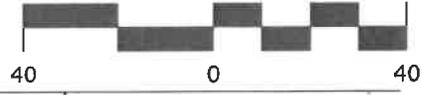
4200 S. JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
407-836-7908

SKETCH & DESCRIPTION

PROJECT: Econlockhatchee Trail Air Rights Easement
 SURVEY PROJECT NUMBER: 8799
 SECTION 30
 TOWNSHIP 22 SOUTH
 RANGE 31 EAST
 DRAWN BY: J.F.M.



SPACE ABOVE RESERVED FOR RECORDING INFORMATION



EAST-WEST EXPRESSWAY (SR 408) (WB)
 PROJECT NOS.
 75008-6430-301
 75008-6430-302
 75008-6430-303

EAST-WEST EXPRESSWAY (SR 408) (WB)
 PROJECT NOS.
 75008-6430-301
 75008-6430-302
 75008-6430-303

CL OF EAST-WEST EXPRESSWAY (SR 408)

EAST-WEST EXPRESSWAY (SR 408) (EB)
 PROJECT NOS.
 75008-6430-301
 75008-6430-302
 75008-6430-303

EAST-WEST EXPRESSWAY (SR 408) (EB)
 PROJECT NOS.
 75008-6430-301
 75008-6430-302
 75008-6430-303

| LINE TABLE | |
|------------|---------|
| SEGMENT | LENGTH |
| L1 | 193.15' |



EXHIBIT "C"
Slope Easement

SKETCH & DESCRIPTION

PROJECT: Econlockhatchee Trail Slope Easement 2
SURVEY PROJECT NUMBER: 8799
SECTION 30
TOWNSHIP 22 SOUTH
RANGE 31 EAST
DRAWN BY: JFM

DESCRIPTION:

A parcel of land lying within the North half of Section 30, Township 22 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of said Section 30; Thence North 00°24'07" West, along the West line of the Northeast 1/4 of said Section 30, a distance of 397.15 feet to the **POINT OF BEGINNING**; Thence departing said West line, South 89°35'53" West, a distance of 96.83 feet; Thence North 00°24'07" West, a distance of 47.57 feet to a point along the North Limited Access Right of Way line of the East-West Expressway (SR 408); Thence North 89°35'53" East, along said North Right of Way line, a distance of 193.64 feet to a point on the intersection of the existing East Right of Way line of Econlockhatchee Trail with the North Limited Access Right of Way line of the East-West Expressway (SR 408) Project Nos. 75008-6430-301, 75008-6430-302, and 75008-6430-303; Thence North 89°35'53" East, a distance of 63.19 feet; Thence South 00°24'07" East, a distance of 47.57 feet; Thence South 89°35'53" West, a distance of 160.00 feet to the **POINT OF BEGINNING**.

Containing 12,217 Square Feet or 0.280 Acres, MORE or LESS.

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



Mark A. Daynes

Mark A. Daynes,
REGISTERED LAND SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5479
DATE: 10/19/2021

I HEREBY AFFIRM THAT THIS SKETCH REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SKETCH HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND

- = CHANGE IN DIRECTION, NO POINT SET
- /// = LIMITED ACCESS RIGHT OF WAY
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R.O.W. = RIGHT OF WAY
- STA = STATION
- SECT. = SECTION
- EB = EAST BOUND
- WB = WEST BOUND
- CONST. = CONSTRUCTION LINE
- CL = CENTER LINE
- NOS = NUMBERS
- LA = LIMITED ACCESS
- PC = POINT OF CURVATURE
- SR = STATE ROAD

Surveyors Notes:

1. This is not a Boundary Survey.
2. Bearings based on the West line of the NE 1/4 of Section 30, Township 22 South, Range 31 East, Orange County, Florida being N00°24'07"W.
3. Stationing data is referenced from construction plans for Econlockhatchee Trail CIP NO: 5024 and was prepared by URS corporation.

SHEET 1 of 2

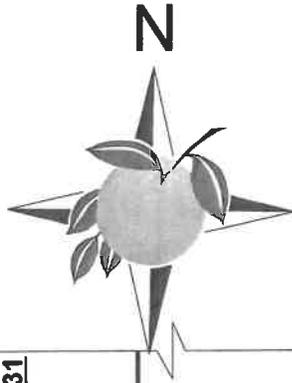
ORANGE COUNTY PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION



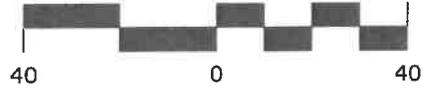
4200 S. JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
407-836-7908

SKETCH & DESCRIPTION

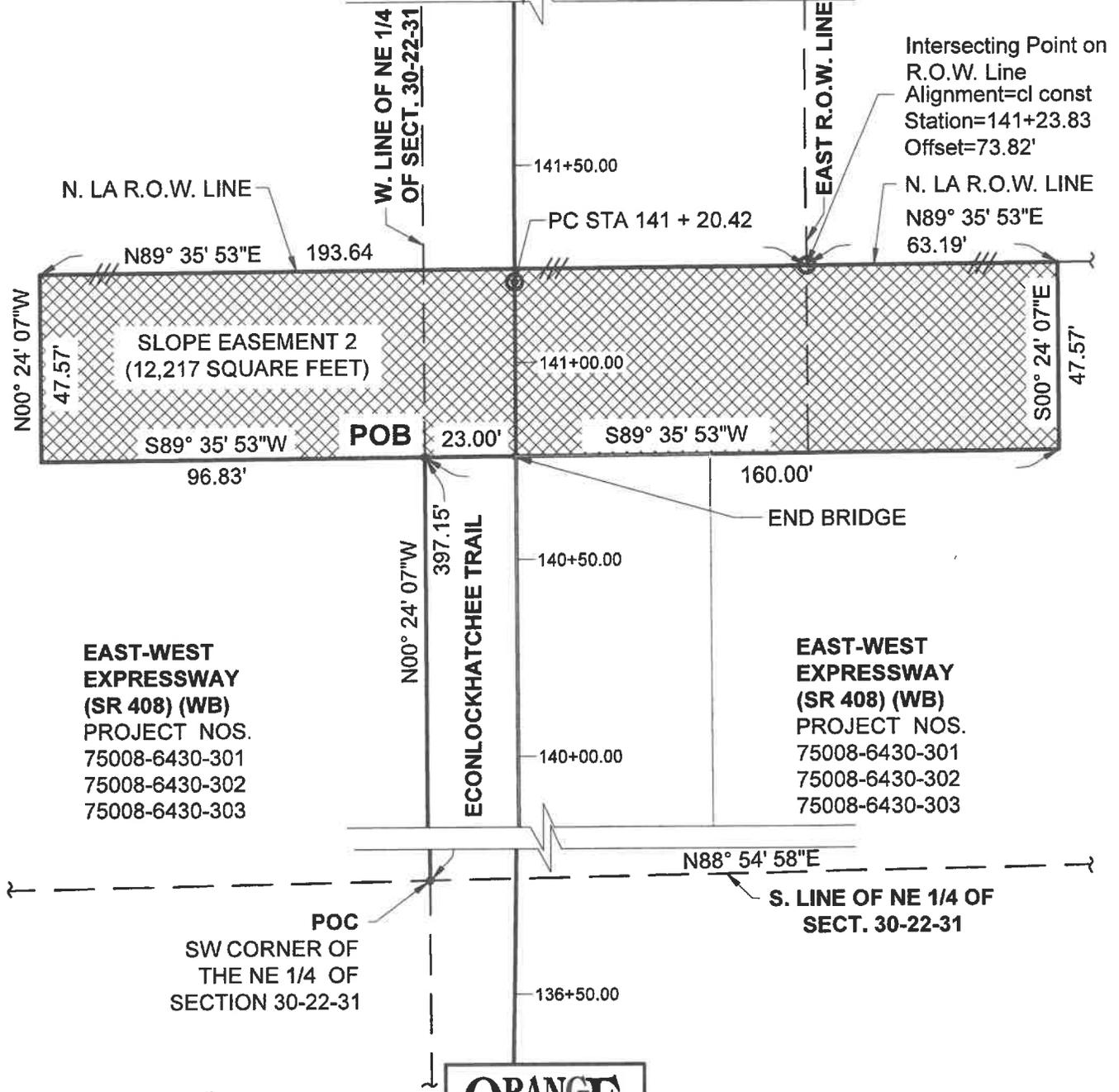
PROJECT: Econlockhatchee Trail Slope Easement 2
 SURVEY PROJECT NUMBER: 8799
 SECTION 30
 TOWNSHIP 22 SOUTH
 RANGE 31 EAST
 DRAWN BY: J.F.M.



SPACE ABOVE RESERVED FOR RECORDING INFORMATION



SCALE: 1" = 40'



EAST-WEST EXPRESSWAY (SR 408) (WB)
 PROJECT NOS.
 75008-6430-301
 75008-6430-302
 75008-6430-303

EAST-WEST EXPRESSWAY (SR 408) (WB)
 PROJECT NOS.
 75008-6430-301
 75008-6430-302
 75008-6430-303

POC
 SW CORNER OF
 THE NE 1/4 OF
 SECTION 30-22-31

SHEET 2 of 2

ORANGE COUNTY PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEY SECTION



4200 S. JOHN YOUNG PARKWAY
 ORLANDO, FLORIDA 32839-9205
 407-836-7908

SKETCH & DESCRIPTION

PROJECT: Econlockhatchee Trail Slope Easement 1
SURVEY PROJECT NUMBER: 8799
SECTION 30
TOWNSHIP 22 SOUTH
RANGE 31 EAST
DRAWN BY: JFM

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION:

A parcel of land lying within the North Half of Section 30, Township 22 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of said Section 30; Thence North 00°24'07" West, along the West line of the Northeast 1/4 of said Section 30, a distance of 144.80 feet to the **POINT OF BEGINNING**; Thence departing said West line, along the South Limited Access Right of Way line of the East-West Expressway (SR 408), South 89°35'53" West, a distance of 91.29 feet; Thence North 00°24'07" West, a distance of 48.35 feet; Thence North 89°35'53" East, a distance of 251.30 feet; Thence South 00°24'07" East, a distance of 48.35 feet to a point on the South Limited Access Right of Way line of the East-West Expressway (SR 408) Project Nos. 75008-6430-301, 75008-6430-302, and 75008-6430-303; Thence South 89°35'53" West, a distance of 68.72 feet to a point on the intersection of the existing east Right of Way line of Econlockhatchee Trail with said South Limited Access Right of Way line of the East-West Expressway (SR 408); Thence South 89°35'53" West, a distance of 91.29 feet to the **POINT OF BEGINNING**.

Containing 12,150 Square Feet or 0.279 Acres, MORE or LESS.



Mark A. Daynes,
REGISTERED LAND SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5479
DATE: 10/19/2021

I HEREBY AFFIRM THAT THIS SKETCH REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SKETCH HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND

- = CHANGE IN DIRECTION, NO POINT SET
- /// = LIMITED ACCESS RIGHT OF WAY
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R.O.W. = RIGHT OF WAY
- STA = STATION
- SECT. = SECTION
- EB = EAST BOUND
- WB = WEST BOUND
- CONST. = CONSTRUCTION LINE
- CL = CENTER LINE
- NOS = NUMBERS
- LA = LIMITED ACCESS
- PT = POINT OF TANGENCY
- SR = STATE ROAD

Surveyors Notes:

1. This is not a Boundary Survey.
2. Bearings based on the West line of the NE 1/4 of Section 30, Township 22 South, Range 31 East, Orange County, Florida being N00°24'07"W.
3. Stationing data is referenced from construction plans for Econlockhatchee Trail CIP NO: 5024 and was prepared by URS corporation.

SHEET 1 of 2

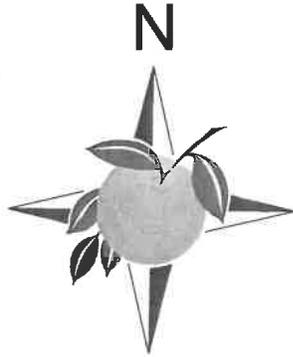
ORANGE COUNTY PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION



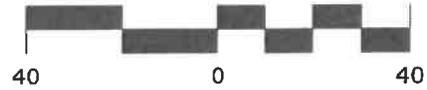
4200 S. JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
407-836-7908

SKETCH & DESCRIPTION

PROJECT: Econlockhatchee Trail Slope Easement 1
 SURVEY PROJECT NUMBER: 8799
 SECTION 30
 TOWNSHIP 22 SOUTH
 RANGE 31 EAST
 DRAWN BY: J.F.M.



SPACE ABOVE RESERVED FOR RECORDING INFORMATION



SCALE: 1" = 40'

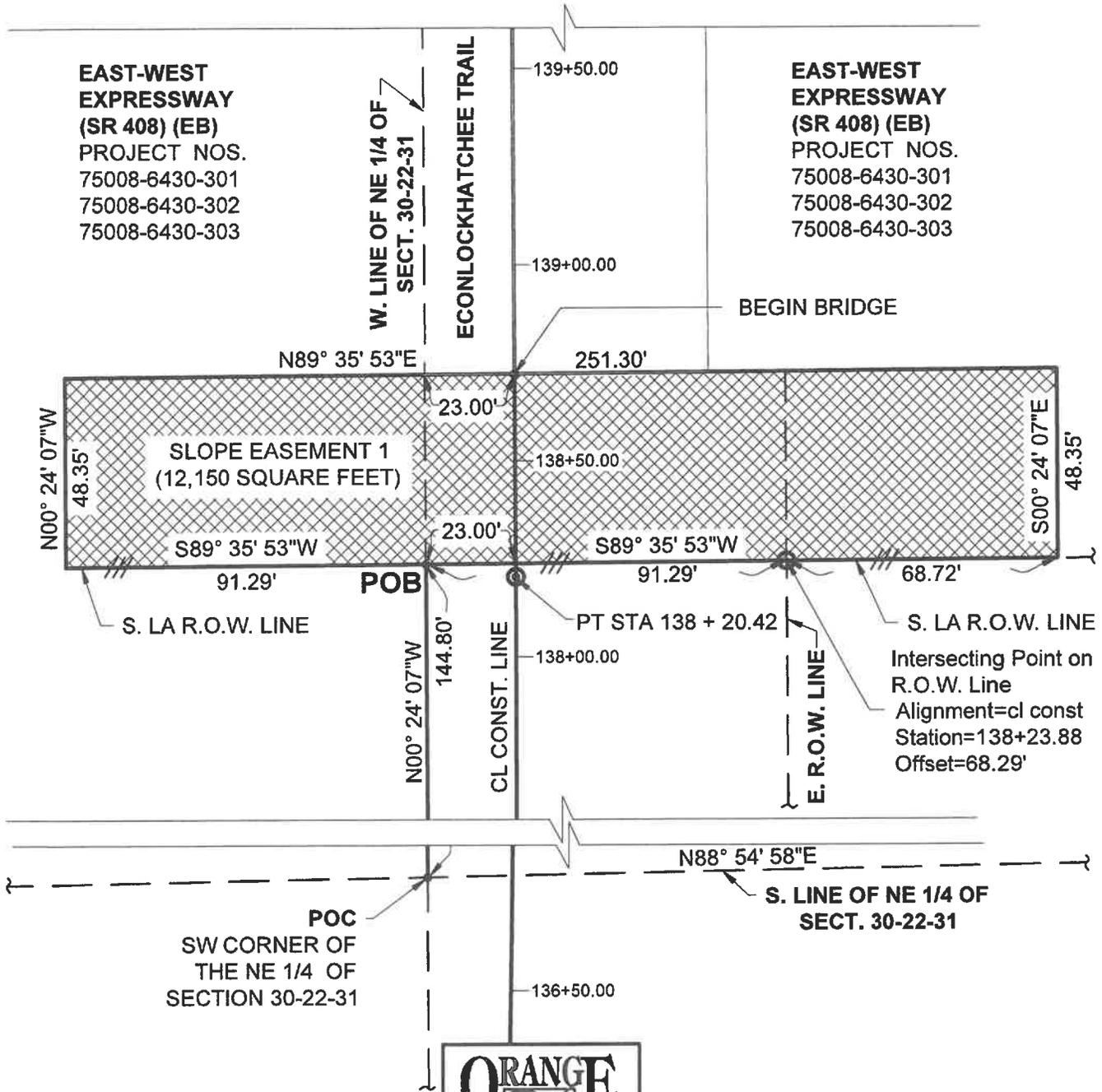


EXHIBIT "D"
Drainage Easement

SKETCH & DESCRIPTION

PROJECT: Econlockhatchee Trail
SURVEY PROJECT NUMBER: 8799
SECTION 30
TOWNSHIP 22 SOUTH
RANGE 31 EAST
DRAWN BY: JFM
SCALE: 1"=200'
DATE: 11/15/2021
SCHEDULE "A"
PARCEL: 8093

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00°24'07" WEST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 445.12 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°46'36" EAST, A DISTANCE OF 96.82 FEET TO THE INTERSECTION OF THE EXISTING EAST RIGHT OF WAY LINE OF ECONLOCKHATCHEE TRAIL WITH THE NORTH LIMITED ACCESS RIGHT OF WAY LINE OF THE EAST -WEST EXPRESSWAY (STATE ROAD 408) PROJECT NOS. 75008-6430-301, 75008-6430-302 AND 75008-6430-303 AND THE POINT OF BEGINNING; THENCE NORTH 00°24'07" WEST, ALONG SAID EXISTING EAST RIGHT OF WAY LINE OF ECONLOCKHATCHEE TRAIL A DISTANCE OF 237.03 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE OF ECONLOCKHATCHEE TRAIL, NORTH 89°07'37" EAST, ALONG SAID NORTH RIGHT OF WAY OF THE EAST-WEST EXPRESSWAY, A DISTANCE OF 717.82 FEET; THENCE SOUTH 00°23'57" EAST, ALONG SAID NORTH RIGHT OF WAY OF THE EAST-WEST EXPRESSWAY, A DISTANCE OF 169.34 FEET THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, CONTINUE SOUTH 00°23'57" EAST, A DISTANCE OF 80.25 FEET TO A POINT ON THE EXISTING NORTH LIMITED ACCESS RIGHT OF WAY OF SAID EAST-WEST EXPRESSWAY, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 23068.31 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 89°06'05" EAST, ALONG THE ARC OF SAID CURVE WESTERLY, A DISTANCE OF 451.80 FEET THROUGH A CENTRAL ANGLE OF 01°07'20" TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID NORTH LIMITED ACCESS RIGHT OF WAY LINE, SOUTH 89°46'36" WEST, A DISTANCE OF 266.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.988 ACRES (173,725 SQUARE FEET), MORE OR LESS.

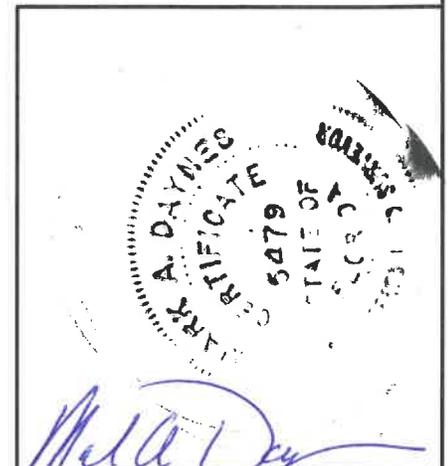
THIS IS NOT A BOUNDARY SURVEY, NOR HAS ANY FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-7, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

ORANGE COUNTY PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION



SHEET 1 of 2

4200 S. JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
407-836-7908

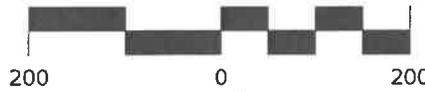
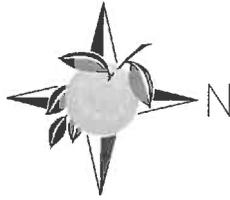


Mark A. Daynes,
REGISTERED LAND SURVEYOR AND
MAPPER
STATE OF FLORIDA LICENSE
NO. 5479
DATE: 11/15/2021

I HEREBY AFFIRM THAT THIS SKETCH REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH & DESCRIPTION

PROJECT: Econlockhatchee Trail
 SURVEY PROJECT NUMBER: 8799
 SECTION 30
 TOWNSHIP 22 SOUTH
 RANGE 31 EAST
 DRAWN BY: JFM
 SCALE: 1"=200'
 DATE: 11/15/2021
 SCHEDULE "A"
 PARCEL: 8093



SW 1/4
 SEC 30

NW 1/4
 SEC 30

POC
 SW CORNER
 NE 1/4,
 SEC 30
 NO POINT
 FND
 (CALCULATED)

L1 = N89°46'36"E 96.82'(C)
 L2 = S00°23'57"E 80.25'(C)

ECONLOCKHATCHEE TRAIL

N00°24'07"W
 445.12'(C)

POB
 STA 141+23.83
 73.82' RT(C)

WEST LINE NE 1/4, SEC 30

SE 1/4
 SEC 30

SOUTH LINE NE 1/4, SEC 30

8093
 3.988 ACRES
 (173,725 SF)

EXISTING
 EAST R/W
 LINE

EXISTING NORTH R/W
 LINE AS SHOWN ON THE
 EAST-WEST EXPRESSWAY
 (SR 408) MAPS PROJECT
 NOS. 75008-6430-301,
 75008-6430-302 &
 75008-6430-303

NE 1/4
 SEC 30

LEGEND

- (C) = CALCULATED
- CB= CHORD BEARING
- DB= DEED BOOK
- (F) = FIELD
- FND = FOUND
- LA = LIMITED ACCESS
- L = LENGTH
- NO = NUMBER
- OR = OFFICIAL RECORDS
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PL = PROPERTY LINE
- PT = POINT OF TANGENCY
- R = RADIUS
- RGE = RANGE
- RT = RIGHT
- R/W = RIGHT OF WAY
- SEC = SECTION
- SF = SQUARE FEET
- SR = STATE ROAD
- STA = STATION
- TWP = TOWNSHIP
- Δ = DELTA (CENTRAL ANGLE)

EAST-WEST EXPRESSWAY
 SR 408

PROJECT NO.'S
 75008-6430-301
 75008-6430-302
 75008-6430-303

EXISTING
 NORTH LA
 R/W LINE

Δ = 01°07'20"
 R = 23068.31'(C)
 L = 451.80'(C)
 CB = N89°39'44"W

237.03'(C)
 N00°24'07"W

S89°46'36"W
 266.03'(C)

717.82'(C)

N89°07'37"E

S00°23'57"E
 169.34'
 (C)

FLORIDA POWER CORP
 BLANKET EASEMENT
 DB 977, PG 516
 (UNABLE TO PLOT)

ABBREVIATED
 PARENT TRACT
 LINE

TOWNSHIP 22 SOUTH, RANGE 31 EAST

NOTE:

1. BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 22, SOUTH, RANGE 31 EAST ORANGE COUNTY, FLORIDA, AS HAVING AN ASSUMED BEARING OF NORTH 00°24'07" WEST.
2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PROVIDED BY URS CORPORATION ORLANDO, FLORIDA DATED 06/30/2010.
3. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.

NORTH SEGMENT R/W MAP SHEETS 3 & 5
 SOUTH SEGMENT R/W MAP SHEETS 4 & 13
 THIS IS NOT A BOUNDARY SURVEY, NOR HAS ANY FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

ORANGE COUNTY PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEY SECTION



SHEET 2 of 2

4200 S. JOHN YOUNG PARKWAY
 ORLANDO, FLORIDA 32839-9205
 407-836-7908

SKETCH & DESCRIPTION

PROJECT: Econlockhatchee Trail
SURVEY PROJECT NUMBER: 8799
SECTION 30
TOWNSHIP 22 SOUTH
RANGE 31 EAST
DRAWN BY: JFM
SCALE: 1"=200'
DATE: 11/15/2021
SCHEDULE "A"
PARCEL: 8093A

A TRACT OR PARCEL OF LAND BEING A PORTION OF THE
SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 31
EAST, ORANGE COUNTY, FLORIDA AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST
1/4 OF SAID SECTION 30; THENCE SOUTH 00°24'07" EAST, ALONG
THE WEST LINE THEREOF, A DISTANCE OF 167.41 FEET; THENCE
DEPARTING SAID WEST LINE, NORTH 88°54'59" EAST, A DISTANCE
OF 91.30 FEET TO THE INTERSECTION OF THE EXISTING EAST
RIGHT OF WAY LINE OF ECONLOCKHATCHEE TRAIL WITH THE
EXISTING SOUTH RIGHT OF WAY LINE OF THE EAST-WEST
EXPRESSWAY (STATE ROAD 408) PROJECT NOS. 75008-6430-301,
75008-6430-302 AND 75008- 6430-303 AND THE POINT OF
BEGINNING; THENCE NORTH 00°24'07" WEST ALONG SAID
EXISTING EAST RIGHT OF WAY LINE OF ECONLOCKHATCHEE
TRAIL A DISTANCE OF 311.16 FEET TO THE SOUTH LIMITED
ACCESS RIGHT OF WAY LINE OF THE EAST-WEST EXPRESSWAY;
THENCE DEPARTING SAID EAST RIGHT OF WAY LINE OF
ECONLOCKHATCHEE TRAIL, NORTH 89°46'36" EAST, ALONG SAID
SOUTH LIMITED ACCESS RIGHT OF WAY, A DISTANCE OF 270.62
FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE
SOUTHERLY, HAVING A RADIUS OF 22768.31 FEET; THENCE
EASTERLY ALONG THE ARC OF SAID CURVE AND SOUTH LIMITED
ACCESS RIGHT OF WAY, A DISTANCE OF 629.49 FEET THROUGH A
CENTRAL ANGLE OF 01°35'03"; THENCE DEPARTING SAID SOUTH
LIMITED ACCESS RIGHT OF WAY, SOUTH 00°24'07" EAST, A
DISTANCE OF 288.95 FEET TO A POINT ON THE SOUTH RIGHT OF
WAY OF THE AFOREMENTIONED EAST-WEST EXPRESSWAY;
THENCE SOUTH 88°54'59" WEST, ALONG SAID SOUTH RIGHT OF
WAY LINE OF THE EAST-WEST EXPRESSWAY, A DISTANCE OF
900.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.248 ACRES (272,140 SQUARE FEET), MORE OR
LESS.

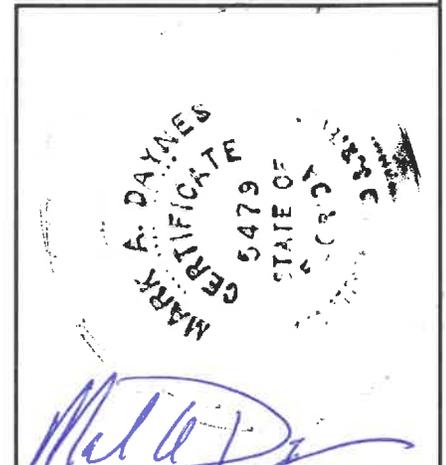
THIS IS NOT A BOUNDARY SURVEY, NOR HAS ANY
FIELD WORK BEEN PERFORMED IN ACCORDANCE
WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR
PREPARATION OF THIS DRAWING.



SHEET 1 of 2

ORANGE COUNTY PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION

4200 S. JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
407-836-7908

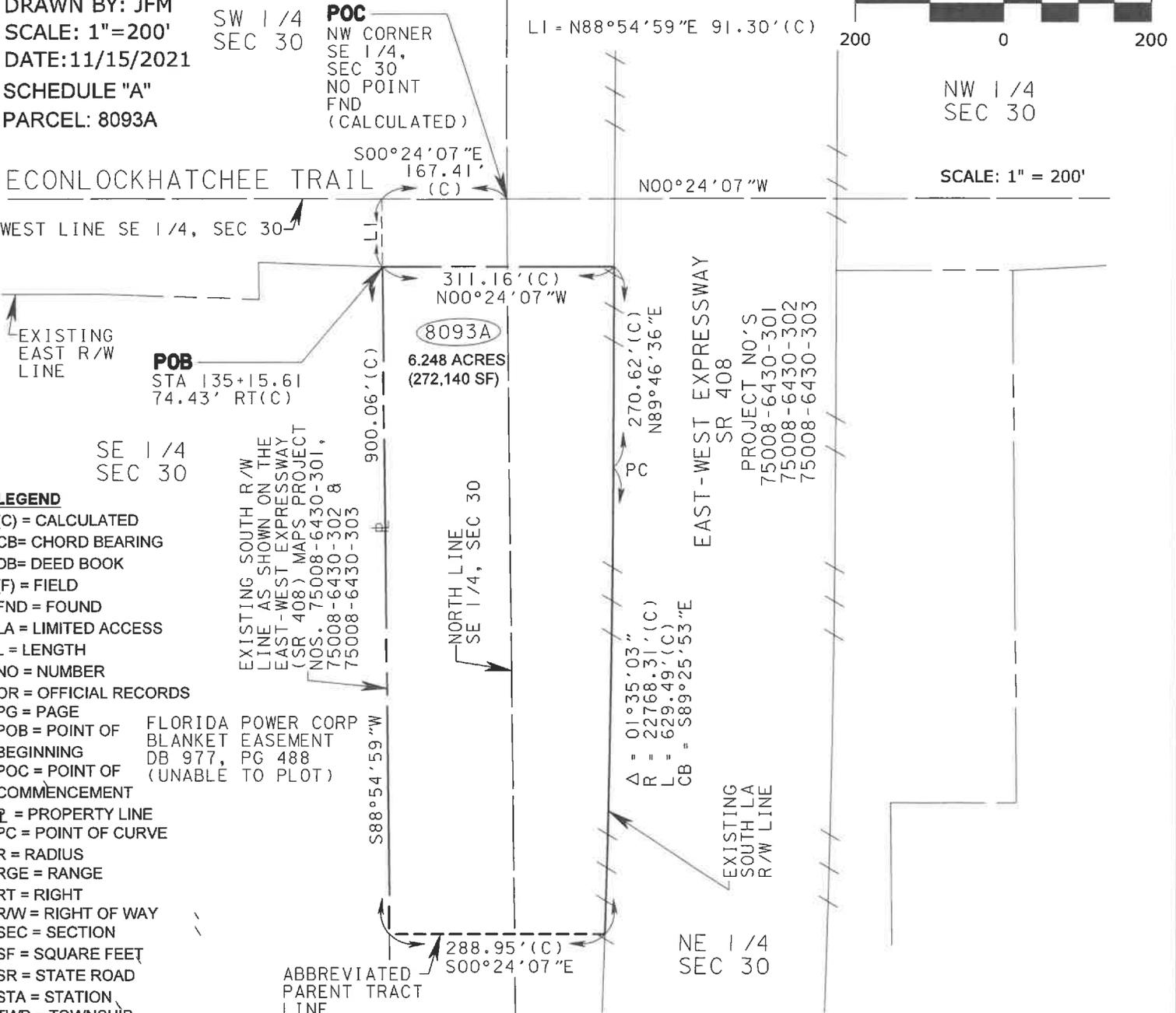
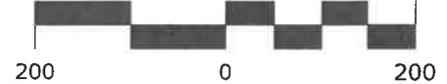
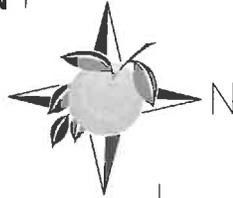


Mark A. Daynes,
REGISTERED LAND SURVEYOR AND
MAPPER
STATE OF FLORIDA LICENSE
NO. 5479
DATE: 11/15/2021

I HEREBY AFFIRM THAT THIS SKETCH
REPRESENTED HEREON IS TRUE
AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF. THIS
SURVEY HAS BEEN PREPARED IN
ACCORDANCE WITH THE STANDARDS
SET FORTH IN CHAPTER 5J-17, F.A.C.,
PURSUANT TO CHAPTER 472 OF THE
FLORIDA STATUTES. NOT VALID
UNLESS IT BEARS THE ORIGINAL
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LICENSED SURVEYOR AND MAPPER.

SKETCH & DESCRIPTION

PROJECT: Econlockhatchee Trail
 SURVEY PROJECT NUMBER: 8799
 SECTION 30
 TOWNSHIP 22 SOUTH
 RANGE 31 EAST
 DRAWN BY: JFM
 SCALE: 1"=200'
 DATE: 11/15/2021
 SCHEDULE "A"
 PARCEL: 8093A



LEGEND

- (C) = CALCULATED
- CB= CHORD BEARING
- DB= DEED BOOK
- (F) = FIELD
- FND = FOUND
- LA = LIMITED ACCESS
- L = LENGTH
- NO = NUMBER
- OR = OFFICIAL RECORDS
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PL = PROPERTY LINE
- PC = POINT OF CURVE
- R = RADIUS
- RGE = RANGE
- RT = RIGHT
- R/W = RIGHT OF WAY
- SEC = SECTION
- SF = SQUARE FEET
- SR = STATE ROAD
- STA = STATION
- TWP = TOWNSHIP
- Δ = DELTA (CENTRAL ANGLE)

NOTE:
 1. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 22, SOUTH, RANGE 31 EAST ORANGE COUNTY, FLORIDA, AS HAVING AN ASSUMED BEARING OF NORTH 00°24'07" WEST.
 2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PROVIDED BY URS CORPORATION ORLANDO, FLORIDA DATED 06/30/2010.
 3. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.

SOUTH SEGMENT R/W MAP SHEETS 3 & 12
 THIS IS NOT A BOUNDARY SURVEY, NOR HAS ANY FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-1.7, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

TOWNSHIP 22 SOUTH, RANGE 31 EAST

SHEET 2 of 2

ORANGE COUNTY PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEY SECTION



4200 S. JOHN YOUNG PARKWAY
 ORLANDO, FLORIDA 32839-9205
 407-836-7908

EXHIBIT "E"
Maintenance Responsibilities For Bridge Improvements
Orange County CIP # 5024

1. CFX Responsibility
 - A. Coatings for reinforced earth/retaining walls and end bents
 - B. Coatings for bridge beams, bridge piers and any associated bridge pier protection to include pier protection barrier within CFX right-of way
 - C. Coatings for bridge traffic railing from top of railing outside face to bottom of bridge deck
 - D. Bridge underdeck lighting
 - E. Mowing of embankments/sideslopes within CFX limited-access right-of-way fence
 - F. Removal of vegetation and graffiti from reinforced earth/retaining walls

2. Local Agency Responsibility (as to new Bridge Improvements)
 - A. Bridge structure per se, including bridge, bearing pads, joints, approach slabs, and fencing, etc.
 - B. Reinforced earth/retaining walls (excluding coatings) and associated embankment within CFX right-of-way
 - C. Embankments/sideslopes to CFX limited-access right-of-way fence
 - D. Pavement markings, fencing, guard rails, and bridge above deck lighting, as applicable
 - E. Local Road drainage structures and systems to CFX ponds
 - F. Cleaning/sweeping bridge and approach roadways
 - G. All other areas related to the Bridge Improvements not specifically identified above.

MEMO ATTACHMENT "C"



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

November 15, 2021

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

RE: Easement and Maintenance Agreement

SR 408 – Econlockhatchee Trail Overpass
CFX Parcels – Portion 1-227, Portion 1-251, 1-252 (aka 8093), Pond 12 and 1-226,
Portion 1-228, Portion 1-247, (aka 8093A), Pond 13

Dear Mr. Pressimone:

Dewberry Engineers, Inc., as Consulting Engineer (the “Consulting Engineer”) to the Central Florida Expressway Authority (“CFX”), does here by certify as follows:

1. We have examined the proposed Easement and Maintenance Agreement between CFX and Orange County (“Agreement”) associated with the widening of the Econlockhatchee Trail which includes construction of a new bridge over State Road 408 east of the existing Econlockhatchee Trail bridge overpass. CFX owns and maintains the existing bridge. The new Econlockhatchee Trail bridge by Orange County and the grant of easements by CFX to Orange County as depicted on Exhibit “A” attached hereto and in accordance with the terms of the Agreement will not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety.
2. The two storm water retention ponds (CFX SR 408 Pond 12 and CFX SR 408 Pond 13) described in Exhibit “A” attached hereto have sufficient capacity to permit the stormwater drainage from the expanded expressway and will not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety.
3. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX’s Amended and Restated Master Bond Resolution and the requirements set forth in CFX’s Manual and may not be relied on by any other person or party for any other purpose.

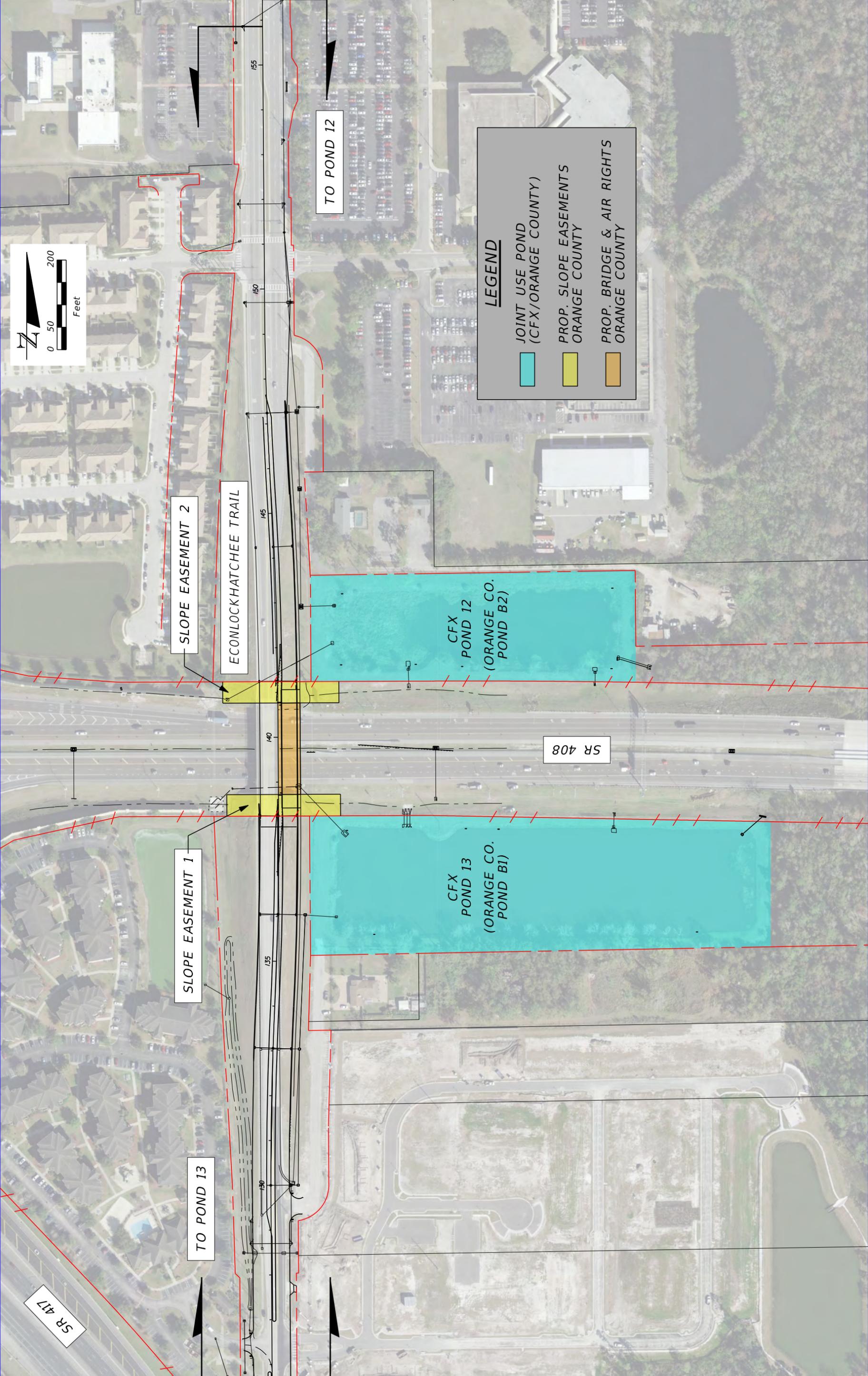
Sincerely,

A handwritten signature in blue ink that reads "R. Keith Jackson".

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Laura N. Kelly, Esq. CFX (w/ enc.)



d:\talk\11/15/2021 7:04:59 PM W:\50088189\Maintenance\Adjacent Development Reviews\OCPIW Econ Trail\Draft Final Plans\Econ Bridge Exhibit\DSGNRD01V3.dgn

| REVISIONS | | PROJECT NO. | |
|-----------|-------------|--|-------------|
| DATE | DESCRIPTION | ROAD NO. | PROJECT NO. |
| | | SR 408 | |
| | | ECON TRAIL (ORANGE CO.) OVER SR 408 | |
| | | | |
| | | ECON TRAIL BRIDGE EXHIBIT A | |
| | | SHEET NO. | |

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel

DATE: November 18, 2021

SUBJECT: Right of Way Transfer and Continuing Maintenance Agreement Between the Central Florida Expressway Authority and City of Ocoee, Florida
Project No: 429-603
Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B, Portion 1 (Tract 1), and 62-161 Part B, Portion 4 (Tract 2)

BACKGROUND

Central Florida Expressway Authority's predecessor in interest (now "CFX") acquired various real properties for the construction of State Road 429 and associated facilities (collectively, the "Expressway Facilities"). In the course of the construction of the Expressway Facilities and related improvements to Clarcona-Ocoee Road and West Road, CFX acquired certain real property for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements and relocated, reconfigured and realigned local roadways to ensure 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. As a result of the reconfiguration of the local roadways and substantial nature of the acquisition of the public right of way for the Expressway Facilities, when the construction on the local roadway reconfigurations and the Expressway Facilities was complete, CFX retained fee simple ownership of portions of certain local roadways and real property that were intended to be a part of City of Ocoee Florida's ("City") local road network. Those portions of Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B, Portion 1 (Tract 1), and 62-161 Part B, Portion 4 (Tract 2) (collectively, the "CFX Parcels") that are intended to be a part of the City roadway system are more particularly depicted on the map attached hereto as **Attachment "A"** ("Map"). On or about February 2, 2021, the City made application to CFX requesting the conveyance of the CFX Parcels to the City. A copy of the City's request is attached hereto as **Attachment "B"**.

In order to ensure all local road right of way and associated facilities are owned by the City and all right of way and associated facilities operated as a part of the Expressway System are owned and maintained by CFX, CFX and the City desire to enter into the proposed Right of Way Transfer and Continuing Maintenance Agreement to effectuate the transfer of certain ownership interests. The proposed Right of Way Transfer and Continuing Maintenance Agreement is attached hereto as **Attachment "C"** ("Agreement"). Pursuant to the terms of the proposed Agreement, CFX agrees to transfer the CFX Parcels to the City for ownership and maintenance. The conveying instrument will include a deed restriction and reverter in the event the City fails to utilize the CFX

Parcels for public purposes. In exchange for said transfer, the City will agree to undertake the continuing maintenance of the CFX Parcels.

Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual, CFX staff and CFX's General Engineering Consultant have examined the CFX Parcels and determined that the CFX Parcels are not needed to support existing Expressway Facilities. Accordingly, CFX's General Engineering Consultant has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System. A copy of the certification is attached hereto as **Attachment "D"**. A copy of the draft resolution declaring the CFX Parcels as surplus is attached hereto as **Attachment "E"**.

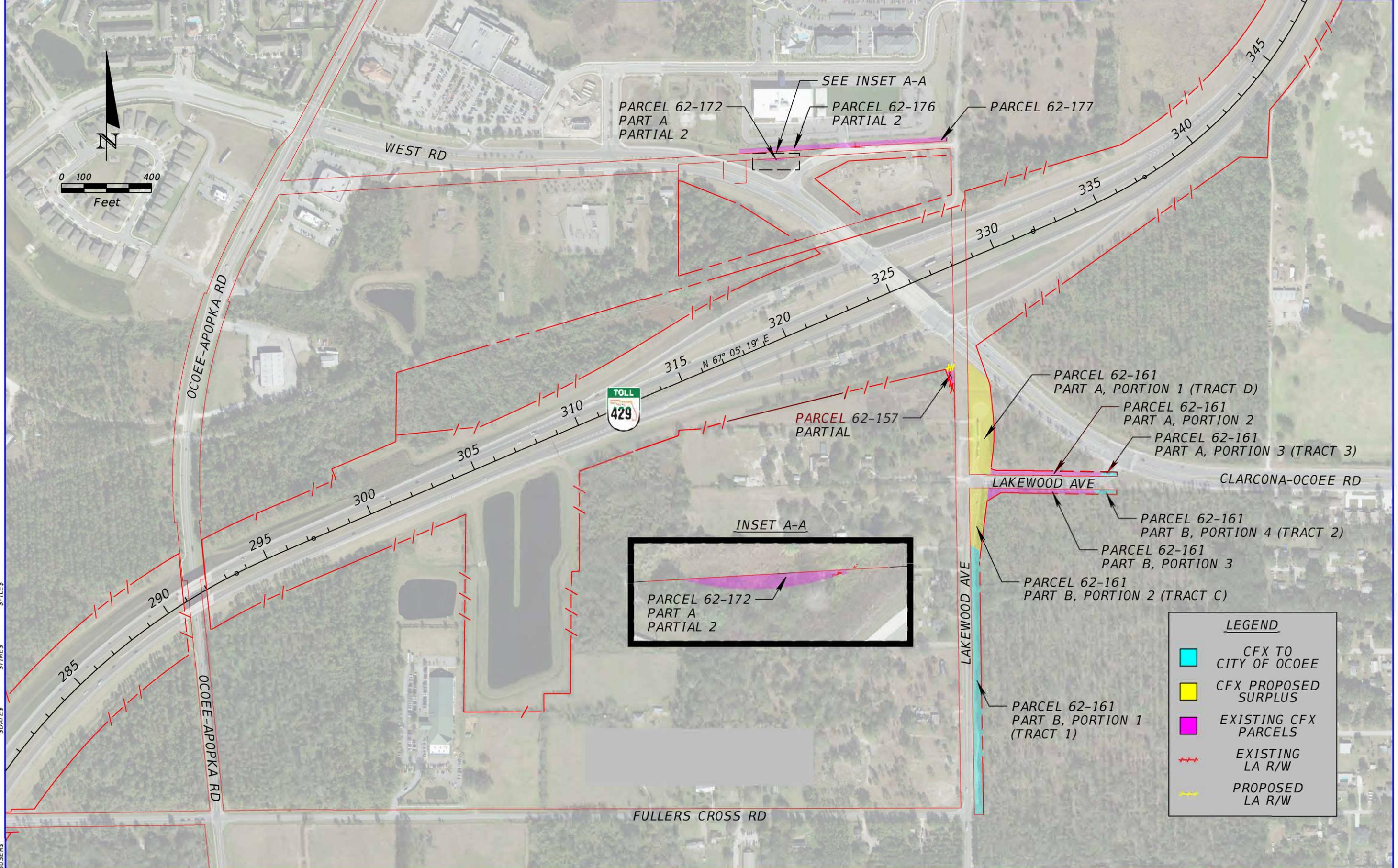
The proposed Agreement was prepared and provided to the City for review and consideration. The City has reviewed the Agreement and agrees with its form. This Agreement is anticipated to be heard by the City Commission on December 7, 2021.

REQUEST

A recommendation by the Right-of-Way Committee for CFX Board's approval of the Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with City of Ocoee, Florida and the Approval of the Right of Way Transfer and Continuing Maintenance Agreement with CFX and City in a form substantially similar to the attached Agreement, subject to the following: (1) separate notice to the local government in which the CFX Parcels are located is not required; (2) conveyance of the CFX Parcels will be via Quit Claim Deed, rather than Special Warranty Deed, subject to a deed restriction and right of reverter restricting the use of the CFX Parcels for public purposes; and (3) any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENTS

- A. Map
- B. Application from the City of Ocoee dated February 2, 2021
- C. Right of Way Transfer and Continuing Maintenance Agreement
- D. Certificate from CFX's General Engineering Consultant
- E. Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with City of Ocoee, Florida Pursuant to a Right of Way Transfer and Continuing Maintenance Agreement



\$FILES
 \$TIMES
 \$DATES
 \$USERS

| REVISIONS | | | |
|-----------|-------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |



| | |
|---|-------------|
| SR 429 / Clarcona-Ocoee Rd. Right-of-Way | |
| ROAD NO. | PROJECT NO. |
| SR 429 | 603 |



ATTACHMENT "A"

| |
|-----------|
| SHEET NO. |
| 1 |

MEMO ATTACHMENT "B"



Mayor
Rusty Johnson

City Manager
Robert Frank

Commissioners
Larry Brinson, Sr., District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

February 3, 2021

Laura Kelly, Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

'21 FEB 8 AM 11:31

RE: Project No. State Road 429, 429-603
Parcels 62-157, 62-161 Parts A and B, 62-172 Part A, Partial 2, 62-176 Partial 2, and
62-177

Dear Ms. Kelly:

On behalf of the City of Ocoee, please consider this letter as a request for Central Florida Expressway to convey Parcels 62-157, 62-161 Parts A and B, 62-172 Part A, Partial 2, 62-176 Partial 2, and 62-177 to the City of Ocoee. A portion of the Right of Way Parcels will be owned and maintained by the City of Ocoee as public right of way for a linear park. Other portions of the Right of Way Parcels will be swapped, transferred and/or vacated with the Property Owner as part of the realignment of the North Lakewood Avenue/Clarcona-Ocoee Road intersection. In addition to dedicating the right of way necessary for the North Lakewood Avenue/Clarcona-Ocoee Road intersection, the Property Owner is required to construct certain public improvements in favor of the City of Ocoee, including roadway improvements and the linear park.

We request that the conveyance of the Right of Way Parcels to the City be free of any reversionary interest of CFX to allow for the realignment of the North Lakewood Avenue/Clarcona-Ocoee Road intersection to occur. We request that this matter be placed on the Board's February, 2021 agenda.

Thank you for your prompt attention to this matter. Should you have any questions, please do not hesitate to call me at (407) 554-7083.

Sincerely,

Michael Rumer
Development Services Director

Cc: Robert D. Frank, City Manager
Richard Wohlfarth

Attachments:

Sketch and Legal Descriptions provided by Central Florida Expressway

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-157 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER
TO THE CITY OF OCOEE
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 00°53'06" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 958.32 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY PROJECTION OF THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF WESTERN BELTWAY (SR 429) AS SHOWN ON SAID MAP; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 77°03'49" WEST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 30.68 FEET TO THE INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID PROJECTION LINE, RUN SOUTH 00°53'06" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 112.53 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID WESTERN BELTWAY (SR 429); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 21°34'28" WEST ALONG SAID SOUTHWESTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 111.31 FEET TO THE INTERSECTION WITH THE AFORESAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE; THENCE DEPARTING SAID SOUTHWESTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 77°03'49" EAST ALONG THE AFORESAID NORTHEASTERLY PROJECTION LINE, A DISTANCE OF 40.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,213 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: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



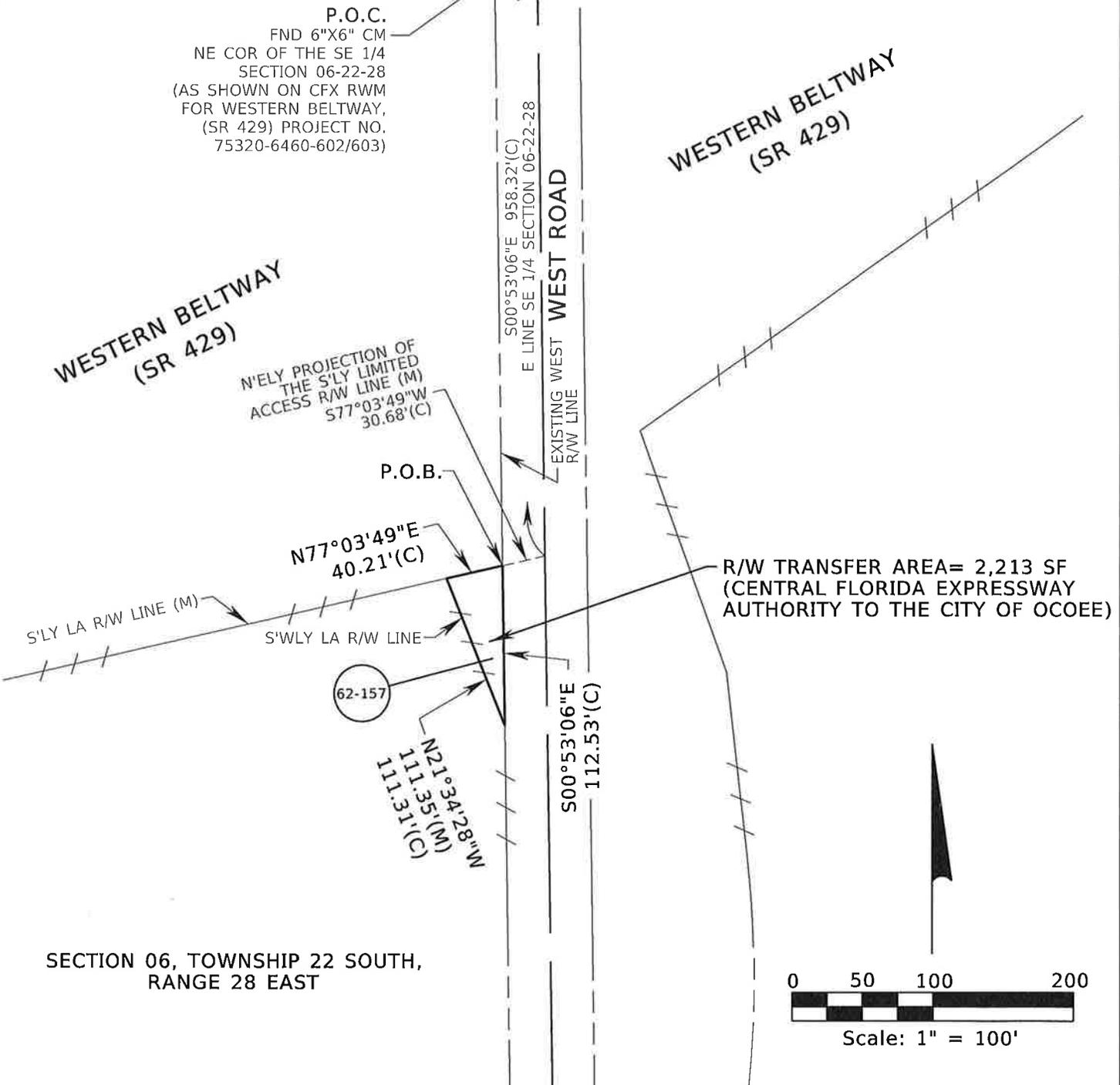
GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746

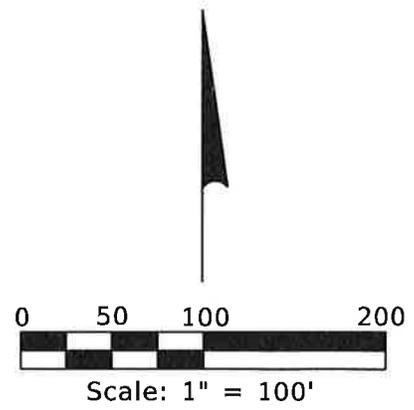
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-157 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER
 TO THE CITY OF OCOEE
 ESTATE: FEE SIMPLE



SECTION 06, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-161 - PORTION (PARTIAL 1)

PURPOSE: RIGHT OF WAY TRANSFER
TO THE CITY OF OCOEE
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 00°53'06" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 958.32 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY PROJECTION OF THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE (WEST OF WEST ROAD) OF WESTERN BELTWAY (SR 429) AS SHOWN ON SAID MAP; THENCE DEPARTING SAID WEST LINE, RUN NORTH 77°03'49" EAST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 30.68 FEET TO THE INTERSECTION WITH THE EXISTING EAST RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 77°03'49" EAST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 11.41 FEET; THENCE DEPARTING SAID PROJECTION LINE, RUN SOUTH 49°48'07" EAST, A DISTANCE OF 103.12 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID WESTERN BELTWAY (SR 429); THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE; RUN SOUTH 19°42'11" EAST, A DISTANCE OF 26.11 FEET; THENCE SOUTH 06°15'58" EAST, A DISTANCE OF 131.33 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 83°44'02" WEST, A DISTANCE OF 110.11 FEET TO THE INTERSECTION WITH THE AFORESAID EAST RIGHT OF WAY LINE; THENCE NORTH 00°53'06" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 231.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,771 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: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

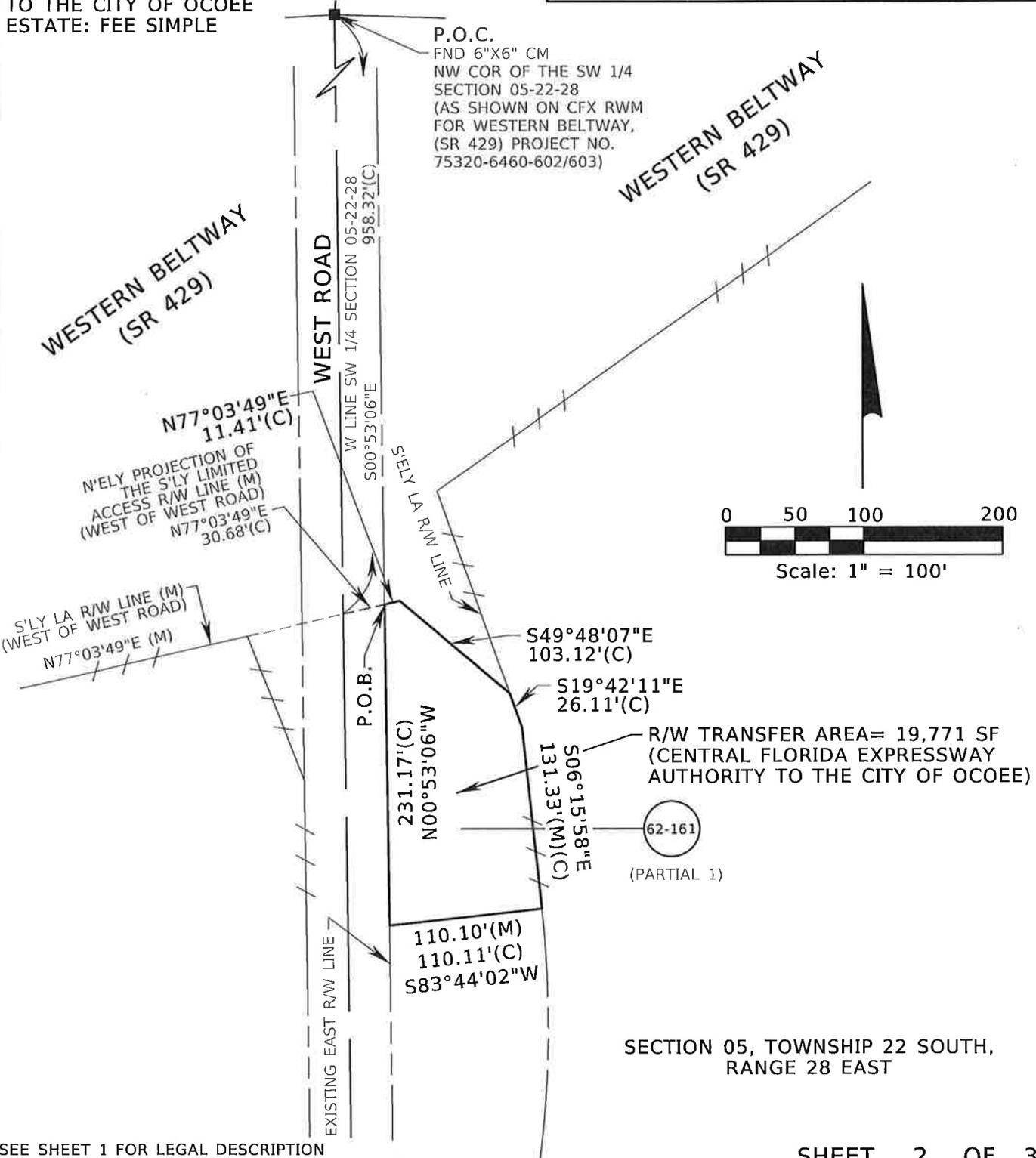
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-161 - PORTION (PARTIAL 1)

PURPOSE: RIGHT OF WAY TRANSFER
 TO THE CITY OF OCOEE
 ESTATE: FEE SIMPLE



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

| | | | |
|------|--|--------------|-------------------------|
| AC | = ACRES | N'LY | = NORTHERLY |
| (C) | = CALCULATED | N'ELY | = NORTHEASTERLY |
| CB | = CHORD BEARING | NO. | = NUMBER |
| CFX | = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | NT | = NON TANGENT |
| CH | = CHORD LENGTH | PB | = PLAT BOOK |
| CM | = CONCRETE MONUMENT | PC | = POINT OF CURVATURE |
| COR | = CORNER | PG | = PAGE |
| (D) | = DEED | PL | = PROPERTY LINE |
| Δ | = DELTA | P.O.B. | = POINT OF BEGINNING |
| FDOT | = FLORIDA DEPARTMENT OF TRANSPORTATION | P.O.C. | = POINT OF COMMENCEMENT |
| FND | = FOUND | PT | = POINT OF TANGENCY |
| L | = LENGTH | R | = RADIUS |
| LA | = LIMITED ACCESS | R/W | = RIGHT OF WAY |
| ORB | = OFFICIAL RECORDS BOOK | (RWM) OR (M) | = RIGHT OF WAY MAP |
| | | SEC | = SECTION |
| | | S'ELY | = SOUTHEASTERLY |
| | | S'LY | = SOUTHERLY |
| | | SF | = SQUARE FEET |
| | | SR | = STATE ROAD |
| | | TBB | = TANGENT BEARING BACK |

GENERAL NOTES:

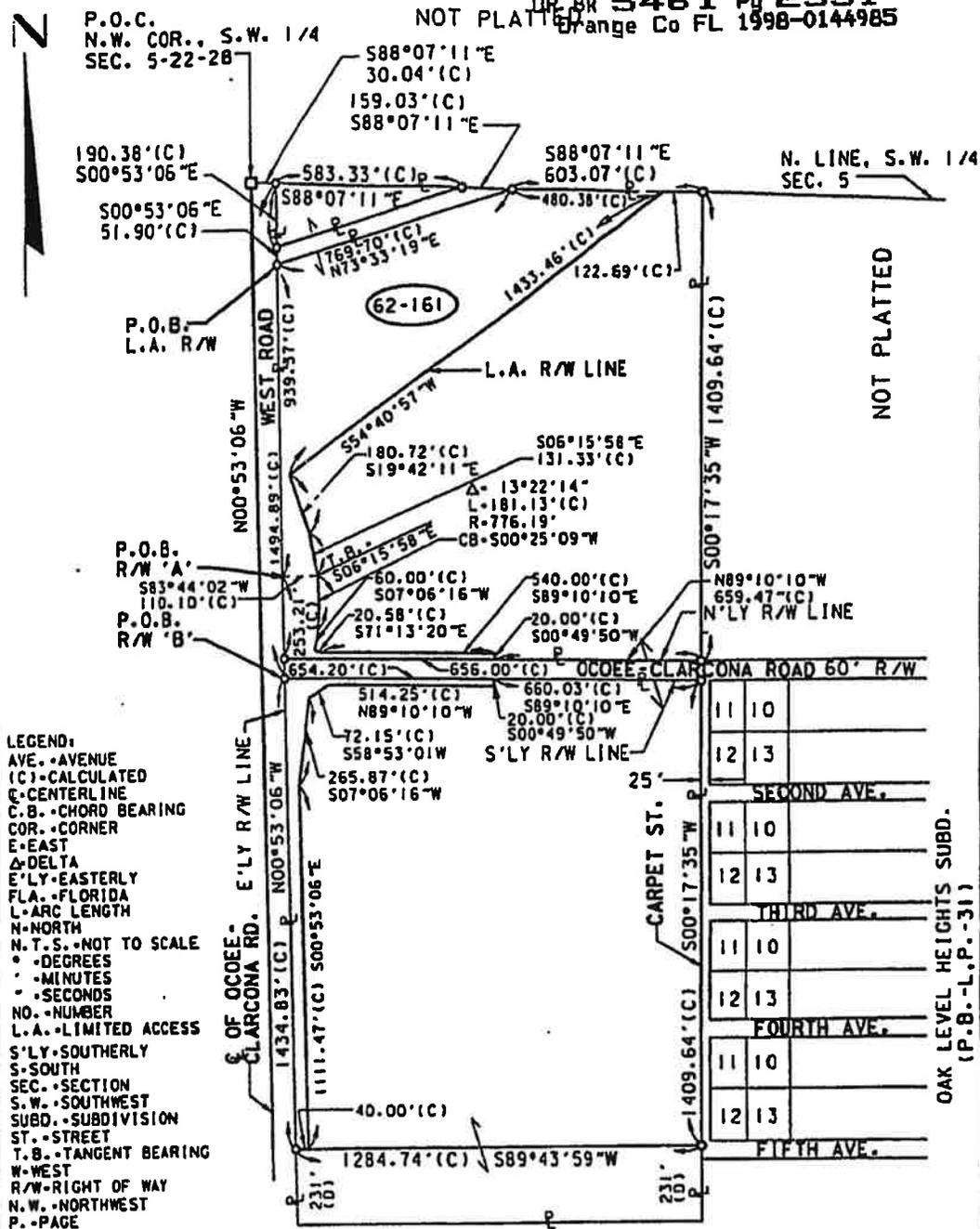
1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 05, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 00°53'06" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

| | | | |
|----------|----|------|--|
| | | | I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON. _____ H. Paul deVlvaro, Professional Land Surveyor No. 4990 |
| | | | |
| | | | |
| | | | |
| REVISION | BY | DATE | |

| | | |
|---|---|--|
| FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY DATE: <u> MARCH 16, 2020 </u> PROJECT NO.: <u> D08-01 </u> DRAWN: <u> RTS </u> CHECKED: <u> RJH </u> | SR 429 CFX PROJECT NO. 429-603 |  GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556 |
|---|---|--|



LEGEND:
 AVE. - AVENUE
 (C) - CALCULATED
 C. - CENTERLINE
 C.B. - CHORD BEARING
 COR. - CORNER
 E - EAST
 Δ - DELTA
 E'LY - EASTERLY
 FLA. - FLORIDA
 L - ARC LENGTH
 N - NORTH
 N.T.S. - NOT TO SCALE
 ° - DEGREES
 ' - MINUTES
 \" - SECONDS
 NO. - NUMBER
 L.A. - LIMITED ACCESS
 S'LY - SOUTHERLY
 S - SOUTH
 SEC. - SECTION
 S.W. - SOUTHWEST
 SUBD. - SUBDIVISION
 ST. - STREET
 T.B. - TANGENT BEARING
 W - WEST
 R/W - RIGHT OF WAY
 N.W. - NORTHWEST
 P. - PAGE
 P.B. - PLAT BOOK
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 P. - PROPERTY LINE
 R. - RADIUS
 RD. - ROAD
 REG. - REGISTERED

NOTES:
 1. BEARINGS AND DISTANCES BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM - EAST ZONE MEAN SCALE FACTOR: 0.99997293
 2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
 3. OWNER: FLORENCE A. BARRETT AND CAROL ANN COLE, CO-TRUSTEES UNDER THE FLORENCE A. BARRETT TRUST
 4. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
 PARCEL NO. 62-161

| | |
|-------------|----|
| 11 | 10 |
| 12 | 13 |
| SECOND AVE. | |
| 11 | 10 |
| 12 | 13 |
| THIRD AVE. | |
| 11 | 10 |
| 12 | 13 |
| FOURTH AVE. | |
| 11 | 10 |
| 12 | 13 |
| FIFTH AVE. | |

OAK LEVEL HEIGHTS SUBD.
(P.B.-L.P.-31)

SHEET 1 OF 4
 SKETCH OF DESCRIPTION
 NOT A PLAT OF SURVEY

For: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY
 Scale: 1"=400'
 Date: 12/16/97
 Job No.: 96-136.000
 Drawn: G.R.R. Chkd.: DKB Jr

I HEREBY CERTIFY THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS OF FLA. ADMINISTRATIVE CODE, RULE 61017-6

 REG. LAND SURVEYOR NO. 5221
 AUTHORIZED SIGNATURE

DYER, RIDGUE, MILLS AND PRECOURT, INC.
 ENGINEERS-SURVEYORS
 1505 EAST COLONIAL DRIVE
 ORLANDO, FLORIDA 32853-8505
 PHONE: (407) 896-0594

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

PARCEL 62-161

LIMITED ACCESS RIGHT OF WAY

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows: Commence at the Northwest corner of the Southwest 1/4 of said Section 5; thence run S.88°07'11"E. along the North line of the Southwest 1/4 of said Section 5 a distance of 30.04 feet to the easterly right of way line of West Road (a 60.00 foot right of way as now established); thence departing the North line of the Southwest 1/4 of said Section 5 run S.00°53'06"E. along the easterly right of way line of said West Road a distance of 242.28 feet for a POINT OF BEGINNING; thence departing the easterly right of way line of said West Road run N.73°33'19"E. 769.70 feet to the aforementioned North line of the Southwest 1/4 of Section 5; thence run S.88°07'11"E. along the North line of the Southwest 1/4 of said Section 5 a distance of 480.38 feet; thence departing said north line of the Southwest 1/4 of Section 5 run S.54°40'57"W. 1,433.46 feet; thence run S.19°42'11"E. 180.72; thence run S.06°15'58"E. 131.33 feet; thence run S.83°44'02"W. 110.10 feet to the aforementioned easterly right of way line of West Road; thence run N.00°53'06"W. along said easterly right of way line of West Road 939.37 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

Containing 11.081 acres, more or less.

October 20, 1997

Sheet 2 of 4

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

PARCEL 62-161 RIGHT-OF-WAY 'A'

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows: Commence at the northwest corner of the Southwest 1/4 of said Section 5; thence run South 88°07'11" East along the north line of the Southwest 1/4 of said Section 5, a distance of 30.04 feet to the easterly right of way line of West Road (60.00 foot right of way as now established); thence departing the north line of the Southwest 1/4 of said Section 5, run South 00°53'06" East along said easterly right of way line of West Road a distance of 1,181.65 feet for a POINT OF BEGINNING; thence departing the easterly right of way line of said West Road run North 83°44'02" East a distance of 110.10 feet to a point on a curve, concave southwesterly, having a radius of 776.19 feet and a central angle of 13°22'14"; thence from a tangent bearing of South 06°15'58" East run southeasterly along the arc of said curve, a distance of 181.13 feet to the point of tangency; thence run South 07°06'16" West 60.00 feet; thence run South 71°13'20" East 20.58 feet; thence run South 89°10'10" East 540.00 feet; thence run South 00°49'50" West 20.00 feet to the northerly right of way line of Ocoee-Clarcona Road (60.00 foot right of way as now established); thence run North 89°10'10" West along said north right of way line of Ocoee-Clarcona Road a distance of 656.00 feet to an intersection with the aforesaid easterly right of way line of West Road; thence departing the northerly right of way line of Ocoee-Clarcona Road run North 00°53'06" West along said easterly right of way line of West Road a distance of 253.21 feet to the POINT OF BEGINNING.

Containing 0.900 acres, more or less.

October 20, 1997

Sheet 3 of 4

Recorded - Martha D. Haynie

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

PARCEL 62-161

RIGHT-OF-WAY 'B'

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows: Commence at the northwest corner of the Southwest 1/4 of said Section 5; thence run South 88°07'11" East along the north line of the Southwest 1/4 of said Section 5, a distance of 30.04 feet to the easterly right of way line of West Road (60.00 foot right of way as now established); thence departing the north line of the Southwest 1/4 of said Section 5, run South 00°53'06" East along the easterly right of way line of said West Road a distance of 1,494.89 feet to an intersection with the south right of way line of Ocoee-Clarcona Road (a 60.00 foot right of way as now established) for a POINT OF BEGINNING, thence departing a southerly extension of said easterly right of way line of West Road run South 89°10'10" East along said southerly right of way line of Ocoee-Clarcona Road a distance of 654.20 feet; thence departing said southerly right of way line of Ocoee-Clarcona Road run South 00°49'50" West a distance of 20.00 feet; thence run North 89°10'10" West 514.25 feet; thence run South 58°53'01" West 72.15 feet; thence run South 07°06'16" West 265.87 feet; thence run South 00°53'06" East 1,111.47 feet; thence run South 89°43'59" West 40.00 feet to an intersection with the easterly right of way line of the aforementioned Ocoee-Clarcona Road; thence run North 00°53'06" West along said easterly right of way line of Ocoee-Clarcona Road a distance of 1,434.83 feet to the POINT OF BEGINNING.

Containing 1.771 acres, more or less.

October 20, 1997

Sheet 4 of 4

MEMO ATTACHMENT "C"

Project No. State Road 429, 429-603

Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B, Portion 1 (Tract 1), and 62-161 Part B, Portion 4 (Tract 2)

**RIGHT OF WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND CITY OF OCOEE, FLORIDA
(Lakewood Avenue)**

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 OCOEE**, a municipality of the State of Florida, whose address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (“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 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 of State Road 429 and improvements to Clarcona-Ocoee Road, CFX acquired certain real property for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to ensure 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 State Road 429 and improvements to Clarcona-Ocoee Road are completed, and both Parties desire to conclude the land conveyances to ensure that title to all of City’s right of way and related facilities is vested in City, subject to certain rights retained by CFX; and

WHEREAS, concurrent with the conveyance of fee simple interest in the CFX Property (hereinafter defined), the Parties agree to release, relocate, and reestablish certain limited access lines in favor of CFX, and remove, relocate, or construct any fences, walls, or light poles within the limited access line in accordance with the terms and conditions hereof; and

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

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and 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**. CFX previously delivered to City a full and complete set of right of way maps consisting of SR 429 Project 429-603.

3. **CFX Conveyance**. CFX agrees to transfer, assign, and convey to City, and City agrees to accept by quit claim deed, all of CFX's right, title, and interest in and to the real property located in Orange County, Florida designated as a portion of CFX Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B, Portion 1 (Tract 1), and 62-161 Part B, Portion 4 (Tract 2), as more specifically described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively, the "**CFX Property**"), subject to the covenants, reservations, conditions, restrictions, and easements of record, including, without limitation, a reservation for any air rights associated with any Expressway System bridge crossings of local roads. CFX and City agree that the quit claim deed to be executed and delivered under the provisions of this section shall be substantially in the form attached hereto as **Exhibit "B"** and incorporated herein by reference ("**CFX Deed**").

4. **Removal and Replacement of Fence, Light Poles, and Walls**. At the Closing, City agrees to grant CFX a license to remove any existing fences, walls, light poles, or any other structures located within the CFX Property and replace, relocate, reinstall, or construct a new fence, wall, or light poles, within the CFX Property. This license shall remain in effect for eighteen (18) months from the Closing Date. CFX shall be responsible, at no cost to County, for any and all costs and expenses associated with CFX's exercise of the license and the removal, relocation, reinstallation, or construction of any fences, walls, light poles, or other structures associated with the license. This provision shall survive the Closing for a period of eighteen (18) months from the Closing Date.

5. **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 applicable to the local roadways. The City agrees to perform, at its sole cost and expense, assume and accept responsibility for any and all continuing and future maintenance obligations and responsibility for the CFX Property and any local

roadways constructed thereon as of the Closing Date. City does hereby agree to perform the future and continuing maintenance responsibility of the CFX Property in a timely, workmanlike manner.

6. **Consideration.** The consideration for the CFX Property to be transferred to City shall be the respective values attributed to the removal and replacement of fences, light poles, and walls, and the continuing and future obligations to maintain the CFX Property.

7. **Evidence of Title.** At any time before Closing, City, at its sole cost and expense, shall have the right to order a commitment from an agent for a policy of owner's title insurance ("**Commitment**") which shall be written on a title insurance company reasonably satisfactory and acceptable to the City.

8. **Survey.** City shall have the right, at any time before Closing, at its sole cost and expense, to have the CFX Property surveyed at its sole cost and expense ("**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 written approval of the Parties.

9. **Deed Restriction; Reverter.** The CFX Property conveyed to City shall be utilized for the purpose of public right of way, pedestrian, public utility, or recreational uses open to all residents of the City. The Parties agree that the CFX Property shall have imposed thereon a use restriction consistent with the following ("**Use Restriction**"):

"By acceptance of this deed, City agrees that the CFX Property shall only be used for public purposes, including, without limitation, public right of way, public stormwater drainage conveyance, retention and detention facilities, and pedestrian or recreational uses owned and maintained by the City that are open to all residents of the City (collectively, the "**Permitted Use**"). Notwithstanding the foregoing, City, or City's successors or assigns, shall not, without the prior written consent of CFX, use the CFX Property or any portion thereof for billboards or a telecommunications tower, whether public or private, that generate revenue. Further, the foregoing use restriction shall run with title to the CFX Property for a term of the lesser of forty (40) years after the date of recording of this deed or the maximum number of years allowable by law ("**Term**"). During the Term, if the CFX Property ceases to be used for a Permitted Use, CFX may elect to pursue any remedies available to the CFX in law or equity including, without limitation, specific performance, or for all right, title, and interest to the CFX Property that is not used for a Permitted Use to automatically revert back to CFX at no cost to CFX. In such event, CFX shall notify City in writing of its intent to exercise its right of reverter with respect to the CFX Property ("**Reversion Notice**"). Notwithstanding the foregoing, in the event City desires to cease operation of the CFX Property for a Permitted Use or otherwise sell, convey, or transfer the CFX Property to a third party, City shall provide written notice to CFX of such ("**Sale Notice**") and in such event, CFX shall have the right of first refusal and shall have ninety (90) days from CFX's receipt of the Sale Notice to deliver to City a Reversion Notice."

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.

10. **Closing Date and Location.** The closing of the conveyances contemplated under this Agreement (“**Closing**”) shall be held on or before thirty (30) days after the Effective Date (hereinafter defined) or such earlier date selected by CFX upon not less than ten (10) days’ prior written notice to City (“**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 City Manager and the Executive Director of CFX, as applicable.

11. **Conveyance of Title.** CFX shall execute and deliver to City the required CFX Deed, as described above.

12. **Closing Documents and FIRPTA Affidavit.** At Closing, CFX, as the owner of the CFX Property (“**Owner**”) shall sign a closing statement, if applicable, 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 consideration exchanged under FIRPTA) and such other documents as are necessary to complete the transaction. In the event City elects to obtain a Commitment, CFX shall execute an owner’s affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes.

13. **Recording.** City, at its sole cost and expense, agrees to record the CFX Deed no later than thirty (30) days after delivery of the original CFX Deed to City. City agrees to deliver to CFX a copy of the recorded CFX Deed.

a. **As-Is Conveyance.** City hereby agrees, acknowledges and understands that the CFX Property is being conveyed to City “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 CFX as to any condition of the CFX Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. CFX makes no guarantee, warranty, or representation, express or implied, as to the quality, character, or condition of the CFX Property, or any part thereof, or to the fitness of the CFX 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 CFX Property, or the failure of the CFX Property to meet any standards. In no event shall CFX be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at, or under the CFX 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 CFX Property “**AS-IS, WHERE IS AND WITH ALL FAULTS**” and that CFX has disclaimed herein any and all warranties, express or implied.

14. **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 OCOEE
150 North Lakeshore Drive
Ocoee, Florida 34761
Attn: Manager
Telephone: (407) 905-3100

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. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

15. **Default.** In the event either of the Parties breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by said party under the terms and provisions of this Agreement, the other party, in its sole discretion, and after thirty (30) days prior written notice and opportunity to cure, shall be entitled to: (i) exercise any and all rights and remedies available to said party at law and in equity, including, without limitation, the right of specific performance, or (ii) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations, or liability hereunder. Upon any such termination, this

Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

16. **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, including by electronic (including digital) signature in compliance with Chapter 668, Florida Statutes, 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 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 or prior to 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.

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

18. **Survival of Provisions.** All 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.

19. **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.

20. **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 ("**Effective Date**").

[SIGNATURE PAGES TO FOLLOW]

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

“CITY”

CITY OF OCOEE, a Florida municipal corporation

By:

RUSTY JOHNSON
Mayor

Date:

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this ___ day of _____, 2021.

Attest: _____
Melanie Sibbitt, City Clerk

Date:

SHUFFIELD, LOWMAN & WILSON, P.A.

By:

City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON _____, UNDER AGENDA ITEM NO. ____.

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Buddy Dyer, Chairman

Date: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ___ day of _____,
2021 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

LIST OF EXHIBITS

Exhibit “A” - Legal Description of the CFX Property

Exhibit “B” - CFX Deed

EXHIBIT "A"
Legal Description of the CFX Property



WOHLFARTH CONSULTING GROUP LLC

ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
 ALTAMONTE SPRINGS, FLORIDA 32714
 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

EXHIBIT 'A'

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

**CITY OF OCOEE R/W AGREEMENT
 (NORTH LAKEWOOD AVENUE)**

DESCRIPTION:

Tract 1

Portions of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being portions of the Right-of-Way for North Lakewood Avenue more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet the POINT OF BEGINNING, said point being the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 1,183.64 feet to a point hereinafter known as Point A; thence departing said West boundary run South 60°15'56" East, a distance of 53.85 feet, the following two (2) courses being along the East boundary of said Parcel 62-161 Right-of-Way 'B'; thence South 07°06'16" West, a distance of 45.61 feet; thence South 00°53'06" East, a distance of 1,111.47 feet to a point on the South line of the Southwest 1/4 of said Section 5; thence South 89°44'04" West along the South line of said Southwest 1/4 and the Southernmost boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 40.00 feet to the POINT OF BEGINNING. Containing 1.080 acres (47,036 square feet), more or less.

TOGETHER WITH:

Tract 2

COMMENCE at said Point A; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 251.19 feet; thence South 89°10'10" East along the North boundary of said

(Continued on Sheet 2 of 4)

NOTES:

- UNLESS IT BEARS THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00°53'06" WEST.
- WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: OCOEE VILLAGE CENTER
 LOCATION: City of Ocoee, Orange County, Florida.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
 WOHLFARTH CONSULTING GROUP LLC:

 WILSON E. WAY, P.S.M.
 PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

| REVISIONS | DATE | BY | DATE: | DRAWN BY | CHECKED BY | FIELD BOOK |
|----------------------|----------|----|----------|----------|------------|------------|
| UPDATED PER COMMENTS | 11/01/21 | BF | 10/18/21 | BF | WW | N/A |

PROJECT NO. 2018-017 SHEET 1 OF 4 D:\ocoee\Legals\PROPOSED-CITY RW-LAKEWOOD.dwg



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

EXHIBIT 'A'

**CITY OF OCOEE R/W AGREEMENT
(NORTH LAKEWOOD AVENUE)**

(Continued from Sheet 1 of 4)

DESCRIPTION:

Parcel 62-161 Right-of-Way 'B', a distance of 556.36 feet to the POINT OF BEGINNING; thence continue South 89°10'10" East along said North boundary, a distance of 97.84 feet; thence South 00°49'50" West along the Easternmost boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 20.00 feet; thence North 89°10'10" West along a South boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 105.77 feet; thence departing from said South boundary run North 22°27'30" East, a distance of 21.51 feet to the POINT OF BEGINNING. Containing 0.047 acres (2,036 square feet), more or less.

TOGETHER WITH:

Tract 3

COMMENCE at said Point A; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B' and the Northerly extension thereof, a distance of 311.21 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'A' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence South 89°10'10" East along the South boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 581.95 feet to the POINT OF BEGINNING; thence departing from said South boundary run North 22°27'30" East, a distance of 21.51 feet; thence South 89°10'10" East along a North boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 66.12 feet; thence South 00°49'50" West along the Easternmost boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 20.00 feet; thence North 89°10'10" West along the South boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 74.05 feet to the POINT OF BEGINNING. Containing 0.032 acres (1,401 square feet), more or less.

Containing in the aggregate 1.159 acres (50,473 square feet), more or less.

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| | | | | | | |
|----------------------|----------|----|----------|----------|------------|------------|
| REVISIONS | DATE | BY | DATE: | DRAWN BY | CHECKED BY | FIELD BOOK |
| UPDATED PER COMMENTS | 11/01/21 | BF | 10/18/21 | BF | WW | N/A |



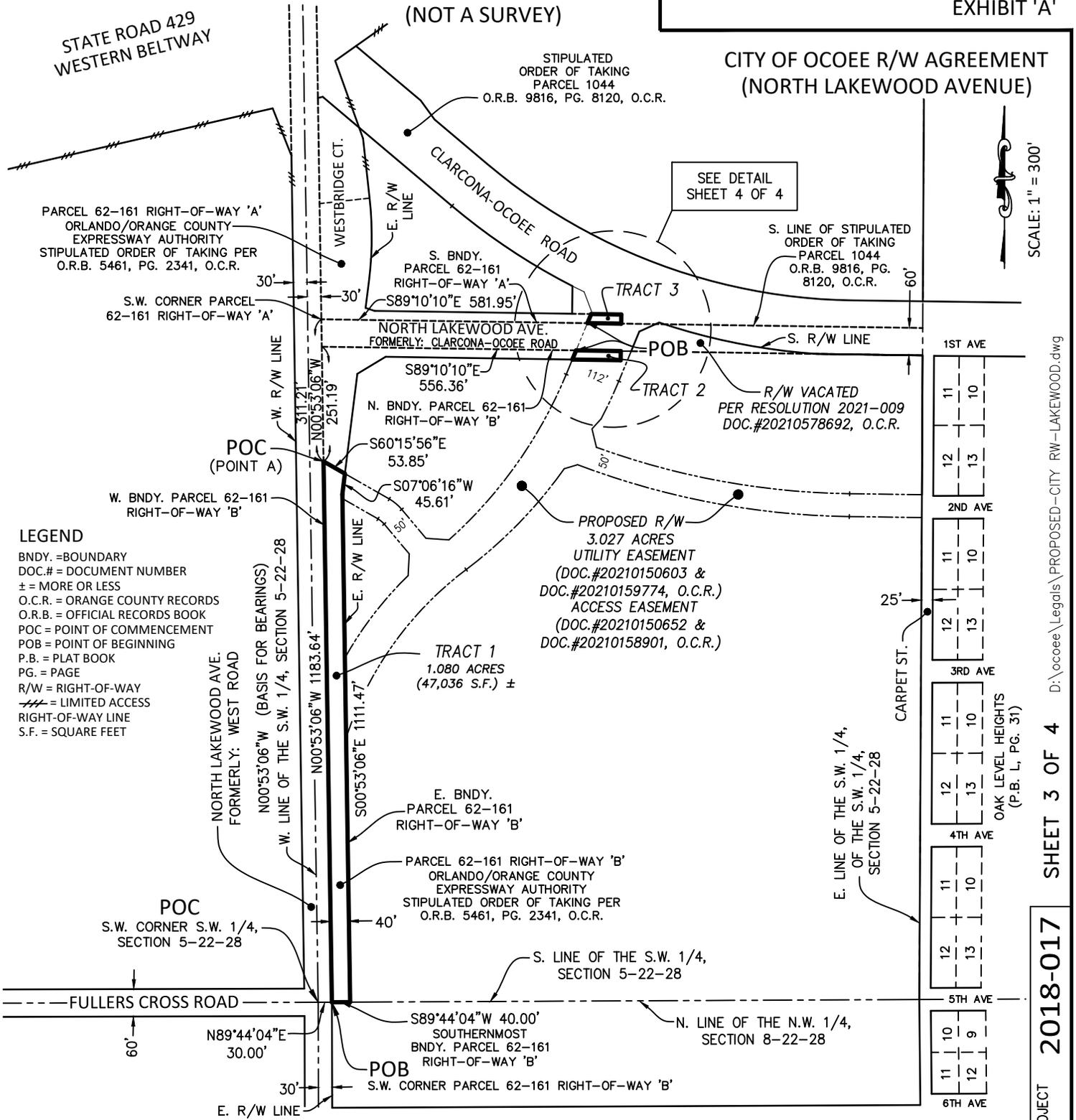
WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY
(NOT A SURVEY)

EXHIBIT 'A'



LEGEND

- BNDY. = BOUNDARY
- DOC.# = DOCUMENT NUMBER
- ± = MORE OR LESS
- O.C.R. = ORANGE COUNTY RECORDS
- O.R.B. = OFFICIAL RECORDS BOOK
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- P.B. = PLAT BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY
- = LIMITED ACCESS
- = RIGHT-OF-WAY LINE
- S.F. = SQUARE FEET

SCALE: 1" = 300'

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SHEET 3 OF 4

PROJECT NO. 2018-017

| REVISIONS | DATE | BY | DATE: | DRAWN BY | CHECKED BY | FIELD BOOK |
|----------------------|----------|----|----------|----------|------------|------------|
| UPDATED PER COMMENTS | 11/01/21 | BF | 10/18/21 | BF | WW | N/A |



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

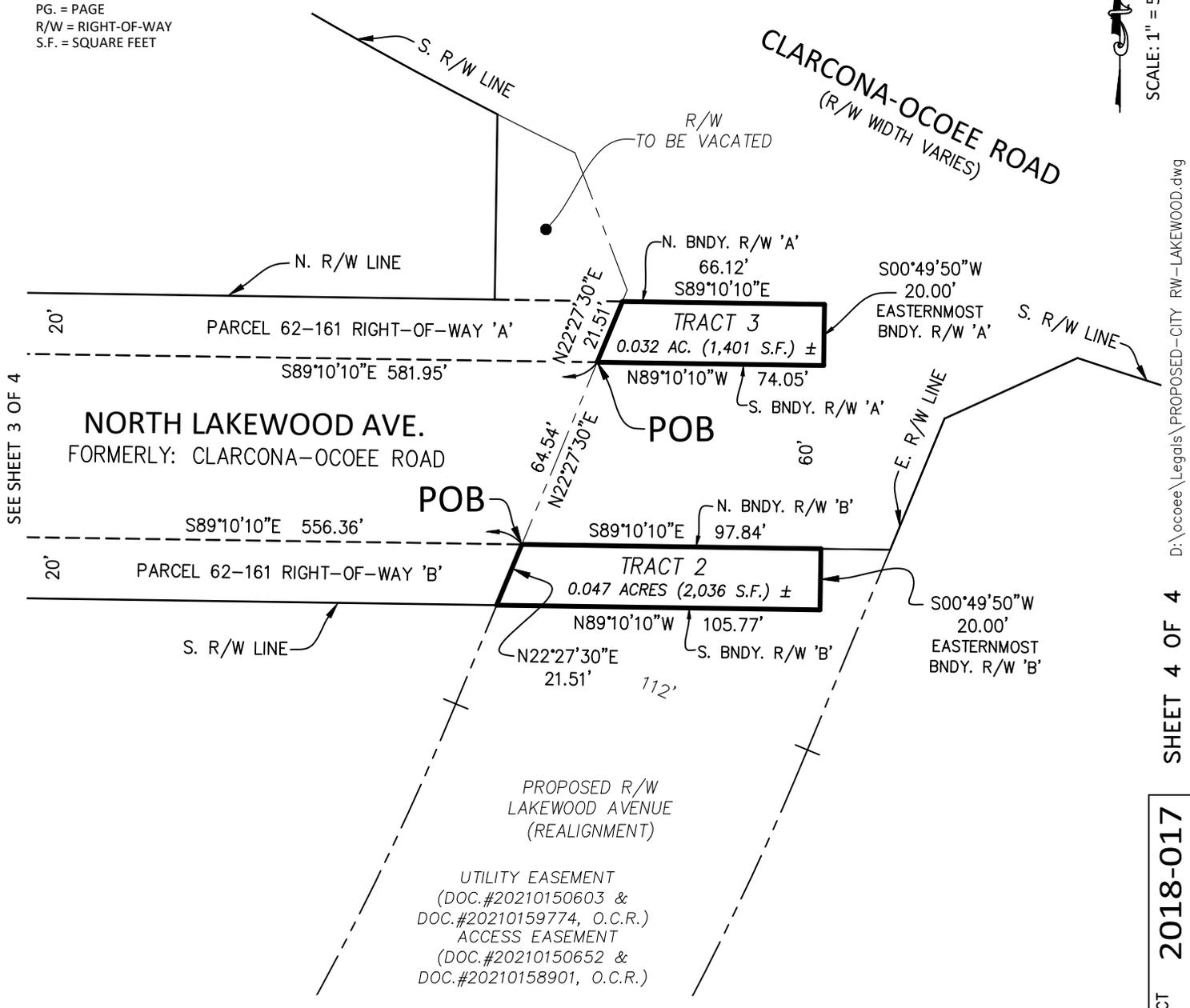
**SKETCH AND DESCRIPTION ONLY
(NOT A SURVEY)**

EXHIBIT 'A'

LEGEND

- AC. = ACRES
- BNDY. = BOUNDARY
- DOC.# = DOCUMENT NUMBER
- ± = MORE OR LESS
- O.C.R. = ORANGE COUNTY RECORDS
- O.R.B. = OFFICIAL RECORDS BOOK
- POC = POINT OF COMMENCEMENT
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- P.B. = PLAT BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY
- S.F. = SQUARE FEET

**CITY OF OCOEE R/W AGREEMENT
(NORTH LAKEWOOD AVENUE)**



SEE SHEET 3 OF 4

D:\ocoee\Legals\PROPOSED-CITY RW-LAKEWOOD.dwg

SHEET 4 OF 4

PROJECT NO. 2018-017

| REVISIONS | DATE | BY | DATE: | DRAWN BY | CHECKED BY | FIELD BOOK |
|----------------------|----------|----|----------|----------|------------|------------|
| UPDATED PER COMMENTS | 11/01/21 | BF | 10/18/21 | BF | WW | N/A |

EXHIBIT "B"
CFX Deed

Prepared By:

Laura L. Kelly, Esquire
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project No. State Road 429, 429-603
Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B, Portion 1 (Tract 1), and 62-161 Part B, Portion 4 (Tract 2)

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 **CITY OF OCOEE**, a municipality of the State of Florida, whose address is 150 North Lakeshore Drive, Ocoee, Florida 34761 ("**Grantee**").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency 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 real property, situate, lying and being in Orange County, Florida, more particularly described as follows ("**Property**"):

SEE ATTACHED EXHIBIT "A"

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 (SR) 429 right of way property which may otherwise accrue to any portion of the Property abutting said right of way. Grantee has no rights of ingress, egress, or access to SR 429 from the Property, nor does Grantee have any rights of light, air or view from SR 429 associated with the Property. Grantor is not conveying or restoring any other abutters' rights, including, without limitation, any claims for ingress, egress, air, light and view between the Property being conveyed, any abutting property, SR 429 and any other remaining property owned by Grantor.
- b) Grantor reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view.
- c) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, to prevent any use of the Property which would interfere with SR 429 or otherwise constitute a hazard for SR 429 or any related system or structure.
- d) By acceptance of this deed, Grantee acknowledges that portions of the Property were acquired via eminent domain and are subject to Section 73.013, Florida Statutes.
- e) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, that in the event the Grantee no longer uses the Property (or any part thereof) for public purposes, including, without limitation, public right of way, public stormwater drainage conveyance, retention and detention facilities, and pedestrian or recreational uses owned and maintained by the City that are open to all residents of the City of Ocoee (collectively, the "Permitted Use"), then all right, title, and interest to the Property that is not used for a Permitted Use shall automatically revert back to Grantor, at Grantor's option and at no cost to Grantor. Notwithstanding the foregoing, Grantee or Grantee's successors or assigns, shall not, without the prior written consent of Grantor, use the Property or any portion thereof for billboards or a telecommunications tower, whether public or private, that generate revenue. Further, the foregoing use restriction shall run with title to the Property for a term of the lesser of forty (40) years after the date of recording of this deed or the maximum number of years allowable by law ("Term"). During the Term, if the Property ceases to be used for a Permitted Use, Grantor may elect to pursue any remedies available to the Grantor in law or equity including, without limitation, specific performance, or for all right, title, and interest to the Property that is not used for a Permitted Use to automatically revert back to Grantor at no cost to Grantor. In such event, Grantor shall notify Grantee in writing of its intent to exercise its right of reverter with respect to the Property ("Reversion Notice"). Notwithstanding the foregoing, in the event Grantee desires to

cease operation of the Property for a Permitted Use or otherwise sell, convey, or transfer the Property to a third party, Grantee shall provide written notice to Grantor of such ("Sale Notice") and in such event, Grantor shall have the right of first refusal and shall have ninety (90) days from Grantor's receipt of the Sale Notice to deliver to Grantee a Reversion Notice.

- f) 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.
- g) Easements, covenants, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, provided; however, this reference shall not operate to reimpose the same.
- h) Ad valorem real property taxes and assessments, if applicable, for the year 2021 and subsequent years.

The preparer of this deed was neither furnished with, nor requested to review, an abstract of title for the above described Property and therefore expresses no opinion as to the condition of title.

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:

Print Name: _____

Print Name: _____

"GRANTOR"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Buddy Dyer, its Chairman

Date: _____

ATTEST: _____
Regla ("Mimi") Lamaute
Recording Clerk

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ___ day of _____,
2021 for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 2021, by _____, as Chairman of the Central Florida Expressway Authority, on behalf of the organization. He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

MEMO ATTACHMENT "D"



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

November 18, 2021

Mr. Glenn M. Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: TRANSFER OF PROPERTY

SR 429, Project 603
CFX to City of Ocoee – Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B
Portion 1 (Tract 1), and 62-161 Part B Portion 4 (Tract 2)

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the “Consulting Engineer”) to the Central Florida Expressway Authority (“CFX”) does here by certify as follows:

1. We have reviewed the limits of the parcels associated with Clarcona-Ocoee Road and Lakewood Avenue depicted in Exhibit “A” attached hereto. The SR 429 Project 603 intersection with Clarcona-Ocoee Road is completed. It was anticipated the ownership and maintenance of the local roads, would be transferred to the local jurisdiction upon completion of the project. In our opinion, we certify that Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B Portion 1 (Tract 1), and 62-161 Part B Portion 4 (Tract 2) are no longer essential for the current or future construction, operation or maintenance of the CFX Expressway System and the transfer of the subject parcels to City of Ocoee would not impede or restrict the current or future construction, operation or maintenance of the CFX Expressway System.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX’s Amended and Restated Master Bond Resolution and the requirements set forth in CFX’s Manual and may not be relied on by any other person or party for any other purpose.

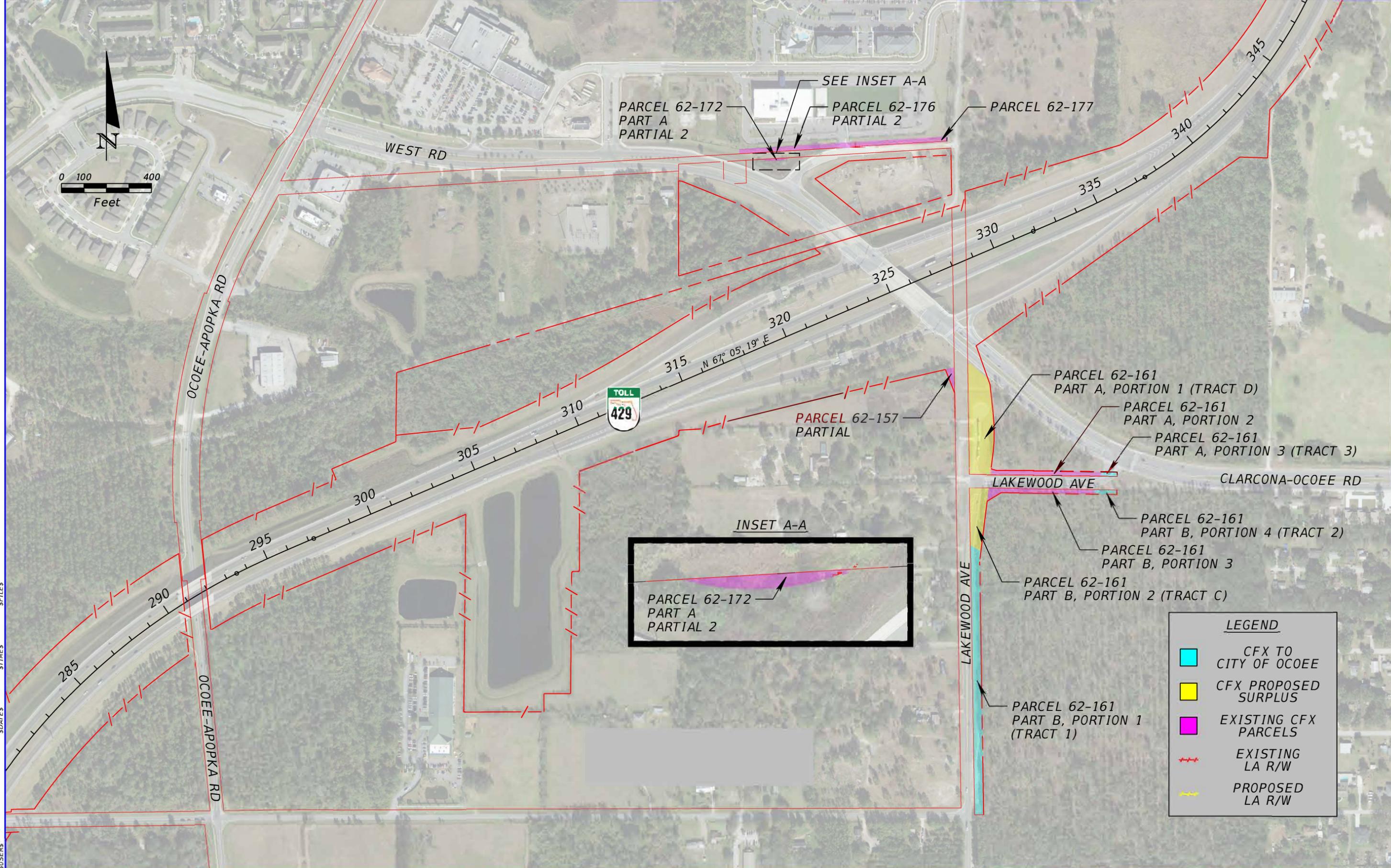
Sincerely,

A handwritten signature in blue ink that reads "R. Keith Jackson".

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Laura N Kelly, Esq. CFX (w/ enc.)



\$FILES\$
 \$TIMES\$
 \$DATES\$
 \$USERS\$

| REVISIONS | | | |
|-----------|-------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |



| | |
|---|-------------|
| SR 429 / Clarcona-Ocoee Rd. Right-of-Way | |
| ROAD NO. | PROJECT NO. |
| SR 429 | 603 |



EXHIBIT A

| |
|-----------|
| SHEET NO. |
| 1 |

MEMO ATTACHMENT "E"

Resolution No. 2021-_____

SR 429, Project 429-603

Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B,
Portion 1 (Tract 1), and 62-161 Part B, Portion 4 (Tract 2)

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS SURPLUS PROPERTY AVAILABLE FOR SALE AND AUTHORIZING THE TRANSFER OF SURPLUS PROPERTY WITH THE CITY OF OCOEE, FLORIDA

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

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Row Manual”), which Row Manual provides for the disposal of real property unnecessary or unsuitable for CFX’s use; and

WHEREAS, pursuant to the Row Manual, “Excess Property” is “[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff;” and

WHEREAS, pursuant to the Row Manual, where Excess Property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes, the CFX Board may declare such Excess Property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, section 5-1.01 of the Row Manual allows CFX to waive the procedures in a particular circumstance where deemed to be in the best interest of CFX and the public, provided that such waiver is not in conflict with state or federal law; and

WHEREAS, CFX staff and its General Engineering Consultant has examined the Expressway Facilities for State Road 429 in the proximity of Lakewood Avenue and determined that the real property referred to as portions of Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B, Portion 1 (Tract 1), and 62-161 Part B, Portion 4 (Tract 2), as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (collectively, the “CFX Parcels”) are not needed to support existing Expressway Facilities; and

Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B, Portion 1 (Tract 1), and 62-161 Part B, Portion 4 (Tract 2)

WHEREAS, CFX's General Engineering Consultant has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System; and

WHEREAS, CFX's Right of Way Committee has determined that it is in the best interest of CFX and the public to designate the CFX Parcels as Excess Property; and

WHEREAS, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that the CFX Board adopt a resolution declaring the CFX Parcels to be Surplus Property; and

WHEREAS, City of Ocoee, Florida, a municipality of the State of Florida ("City"), has requested a donation of the CFX Parcels from CFX to the City for public purposes; and

WHEREAS, CFX's Right of Way Committee has determined that the transfer of the CFX Parcels to the City for public purposes, in exchange for the City's assumption of the continuing maintenance obligations associated with the CFX Parcels, in accordance with the terms of the Right-of-way Transfer and Continuing Maintenance Agreement ("Agreement") would be in the best interest of CFX and the public; and

WHEREAS, CFX's Right of Way Committee has recommended that the CFX Parcels be donated to the City for public purposes, in accordance with CFX's Row Manual, except for the following conditions or modifications: (1) separate notice to the local government in which the CFX Parcels are located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed, subject to a deed restriction and right of reverter restricting the use of the CFX Parcels for public purposes; and (3) any minor or clerical revisions approved by the General Counsel or designee.

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

1. CFX hereby declares that the real property identified in **Exhibit "A"** attached hereto is not essential for present or future construction, operation or maintenance of the Expressway Facilities or essential for CFX purposes and is Excess Property.

2. CFX hereby finds that it is in the best interest of CFX and the public to declare the CFX Parcels as Surplus Property, and CFX hereby declares the CFX Parcels as Surplus Property available for sale.

3. CFX hereby finds that it is in the interest of both CFX and the public to transfer the CFX Parcels to the City for public right-of-way in exchange for the City's assumption of the

Resolution No. 2021- _____
SR 429, Project 429-603
Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B,
Portion 1 (Tract 1), and 62-161 Part B, Portion 4 (Tract 2)

continuing maintenance obligations associated with the CFX Parcels in accordance with the terms of the Agreement.

4. Accordingly, CFX hereby declares that the CFX Parcels may be transferred to the City for public purposes, in accordance with CFX's Row Manual, except for the following conditions or modifications: (1) separate notice to the local government in which the CFX Parcels are located is not required; (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed, subject to a deed restriction and right of reverter restricting the use of the Parcel for public right-of-way; and (3) any minor or clerical revisions approved by the General Counsel or designee.

5. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2021.

Buddy Dyer, Chairman

ATTEST: _____
Regla ("Mimi") Lamaute
Board Services Coordinator

Approved as to form and legality for the
exclusive use and reliance of CFX.

Diego "Woody" Rodriguez
General Counsel



**WOHLFARTH CONSULTING
GROUP LLC**

ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

EXHIBIT 'A'

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

**CITY OF OCOEE R/W AGREEMENT
(NORTH LAKEWOOD AVENUE)**

DESCRIPTION:

Tract 1

Portions of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being portions of the Right-of-Way for North Lakewood Avenue more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet the POINT OF BEGINNING, said point being the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 1,183.64 feet to a point hereinafter known as Point A; thence departing said West boundary run South 60°15'56" East, a distance of 53.85 feet, the following two (2) courses being along the East boundary of said Parcel 62-161 Right-of-Way 'B'; thence South 07°06'16" West, a distance of 45.61 feet; thence South 00°53'06" East, a distance of 1,111.47 feet to a point on the South line of the Southwest 1/4 of said Section 5; thence South 89°44'04" West along the South line of said Southwest 1/4 and the Southernmost boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 40.00 feet to the POINT OF BEGINNING. Containing 1.080 acres (47,036 square feet), more or less.

TOGETHER WITH:

Tract 2

COMMENCE at said Point A; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 251.19 feet; thence South 89°10'10" East along the North boundary of said

(Continued on Sheet 2 of 4)

NOTES:

- UNLESS IT BEARS THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00°53'06" WEST.
- WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: OCOEE VILLAGE CENTER
LOCATION: City of Ocoee, Orange County, Florida.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING GROUP LLC:

WILSON E. WAY, P.S.M.
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

| REVISIONS | DATE | BY | DATE: | DRAWN BY | CHECKED BY | FIELD BOOK |
|----------------------|----------|----|----------|----------|------------|------------|
| UPDATED PER COMMENTS | 11/01/21 | BF | 10/18/21 | BF | WW | N/A |

PROJECT NO. 2018-017 SHEET 1 OF 4 D:\ocoee\Legals\PROPOSED-CITY RW-LAKEWOOD.dwg



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

EXHIBIT 'A'

**CITY OF OCOEE R/W AGREEMENT
(NORTH LAKEWOOD AVENUE)**

(Continued from Sheet 1 of 4)

DESCRIPTION:

Parcel 62-161 Right-of-Way 'B', a distance of 556.36 feet to the POINT OF BEGINNING; thence continue South 89°10'10" East along said North boundary, a distance of 97.84 feet; thence South 00°49'50" West along the Easternmost boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 20.00 feet; thence North 89°10'10" West along a South boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 105.77 feet; thence departing from said South boundary run North 22°27'30" East, a distance of 21.51 feet to the POINT OF BEGINNING. Containing 0.047 acres (2,036 square feet), more or less.

TOGETHER WITH:

Tract 3

COMMENCE at said Point A; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B' and the Northerly extension thereof, a distance of 311.21 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'A' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence South 89°10'10" East along the South boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 581.95 feet to the POINT OF BEGINNING; thence departing from said South boundary run North 22°27'30" East, a distance of 21.51 feet; thence South 89°10'10" East along a North boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 66.12 feet; thence South 00°49'50" West along the Easternmost boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 20.00 feet; thence North 89°10'10" West along the South boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 74.05 feet to the POINT OF BEGINNING. Containing 0.032 acres (1,401 square feet), more or less.

Containing in the aggregate 1.159 acres (50,473 square feet), more or less.

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|----------------------|----------|----|----------|----------|------------|------------|
| REVISIONS | DATE | BY | DATE: | DRAWN BY | CHECKED BY | FIELD BOOK |
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WOHLFARTH CONSULTING GROUP LLC

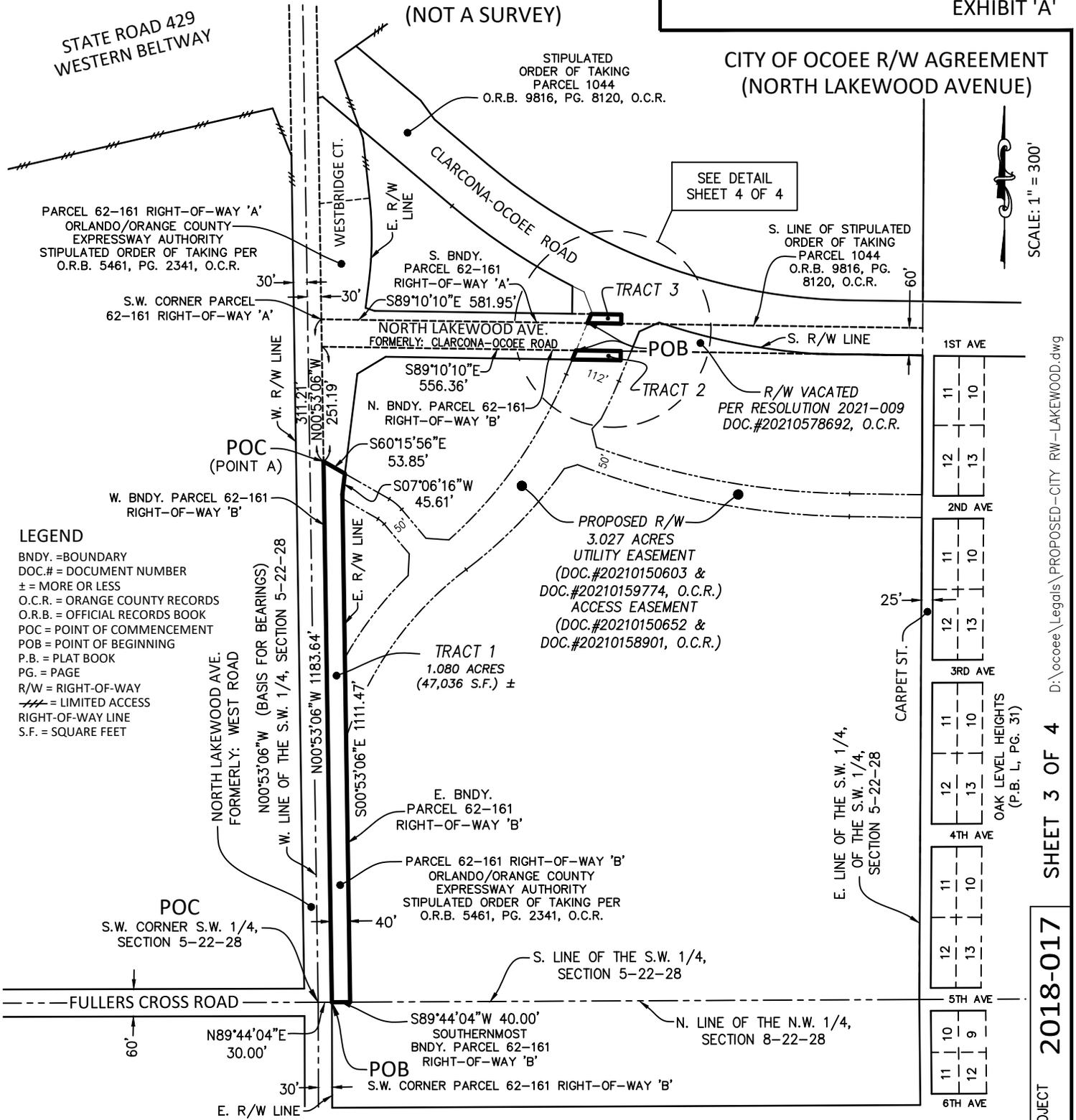
ENGINEERS, PLANNERS

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 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

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EXHIBIT 'A'



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- PG. = PAGE
- R/W = RIGHT-OF-WAY
- = LIMITED ACCESS
- = RIGHT-OF-WAY LINE
- S.F. = SQUARE FEET

**CITY OF OCOEE R/W AGREEMENT
 (NORTH LAKEWOOD AVENUE)**

SCALE: 1" = 300'

PROJECT NO. 2018-017

SHEET 3 OF 4

DATE: 10/18/21

BY: BF

| REVISIONS | DATE | BY | DATE: | DRAWN BY | CHECKED BY | FIELD BOOK |
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**WOHLFARTH CONSULTING
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ENGINEERS, PLANNERS

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CERTIFICATE OF AUTHORIZATION NO. LB8214

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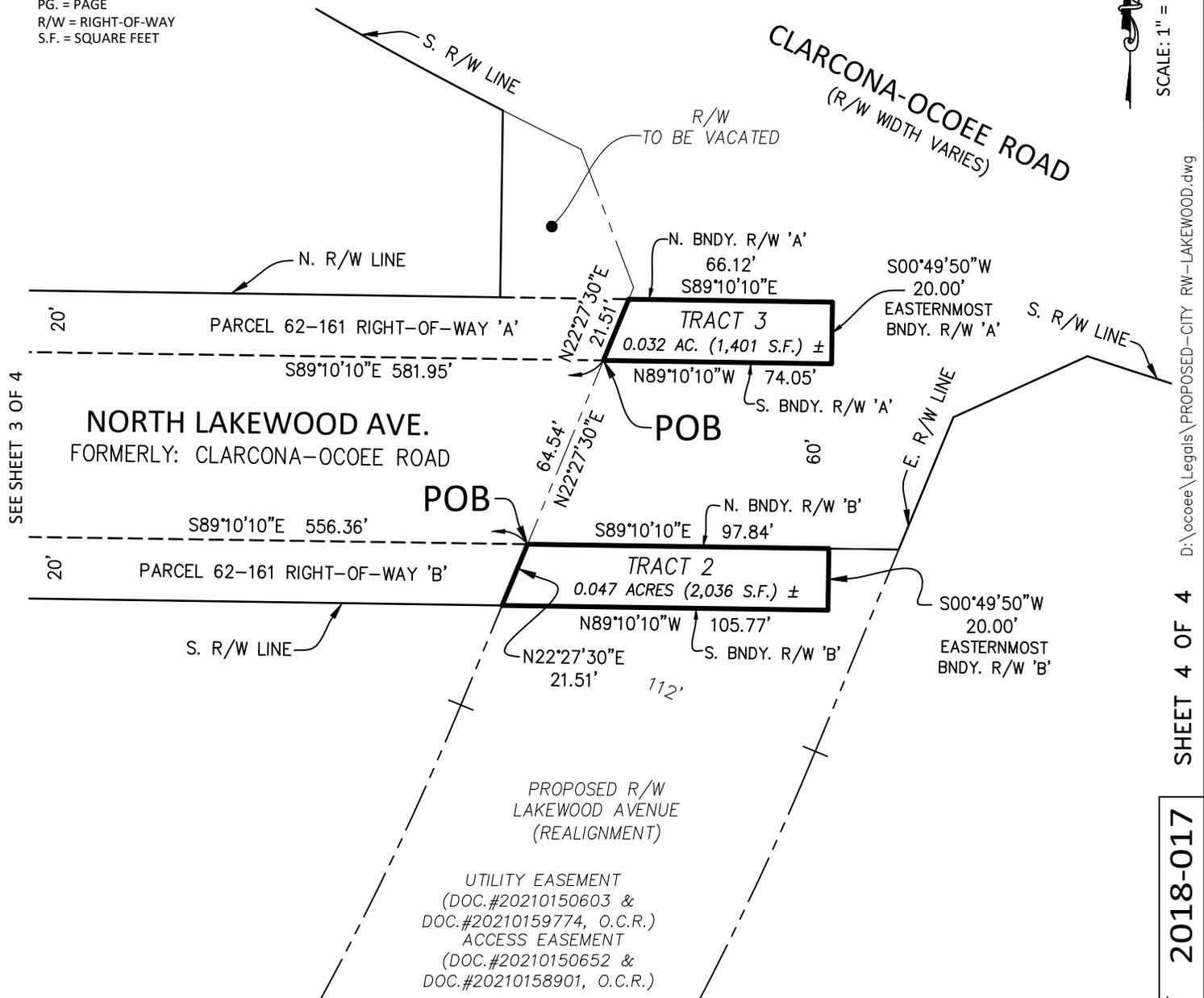
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(NORTH LAKEWOOD AVENUE)**

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- PG. = PAGE
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- S.F. = SQUARE FEET

SCALE: 1" = 50'



SEE SHEET 3 OF 4

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SHEET 4 OF 4

PROJECT NO. 2018-017

| REVISIONS | DATE | BY | DATE: | DRAWN BY | CHECKED BY | FIELD BOOK |
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| UPDATED PER COMMENTS | 11/01/21 | BF | 10/18/21 | BF | WW | N/A |

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel

DATE: November 18, 2021

SUBJECT: Declaration of Property as Surplus Property Available for Sale
Project Number 429-603
Parcels 62-161 Part A, Portion 1 (Tract D) and 62-161 Part B, Portion 2
(Tract C)

BACKGROUND

Central Florida Expressway Authority's predecessor in interest (now "CFX") acquired various real properties for the construction of State Road 429 and associated facilities (collectively, the "Expressway Facilities"). In the course of the construction of the Expressway Facilities and related improvements to Clarcona-Ocoee Road and West Road, CFX acquired certain real property for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements and relocated, reconfigured and realigned local roadways to ensure 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. As a result of the reconfiguration of the local roadways and substantial nature of the acquisition of the public right-of-way for the Expressway Facilities, when the construction on the local roadway reconfigurations and the Expressway Facilities was complete, CFX retained fee simple ownership of portions of certain local roadways and real property that were not necessary for the Expressway Facilities, including Parcels 62-161 Part A, Portion 1 (Tract D) and 62-161 Part B, Portion 2 (Tract C) (collectively, the "CFX Parcels"). The CFX Parcels are more particularly depicted on the map attached hereto as **Attachment "A"** ("Map").

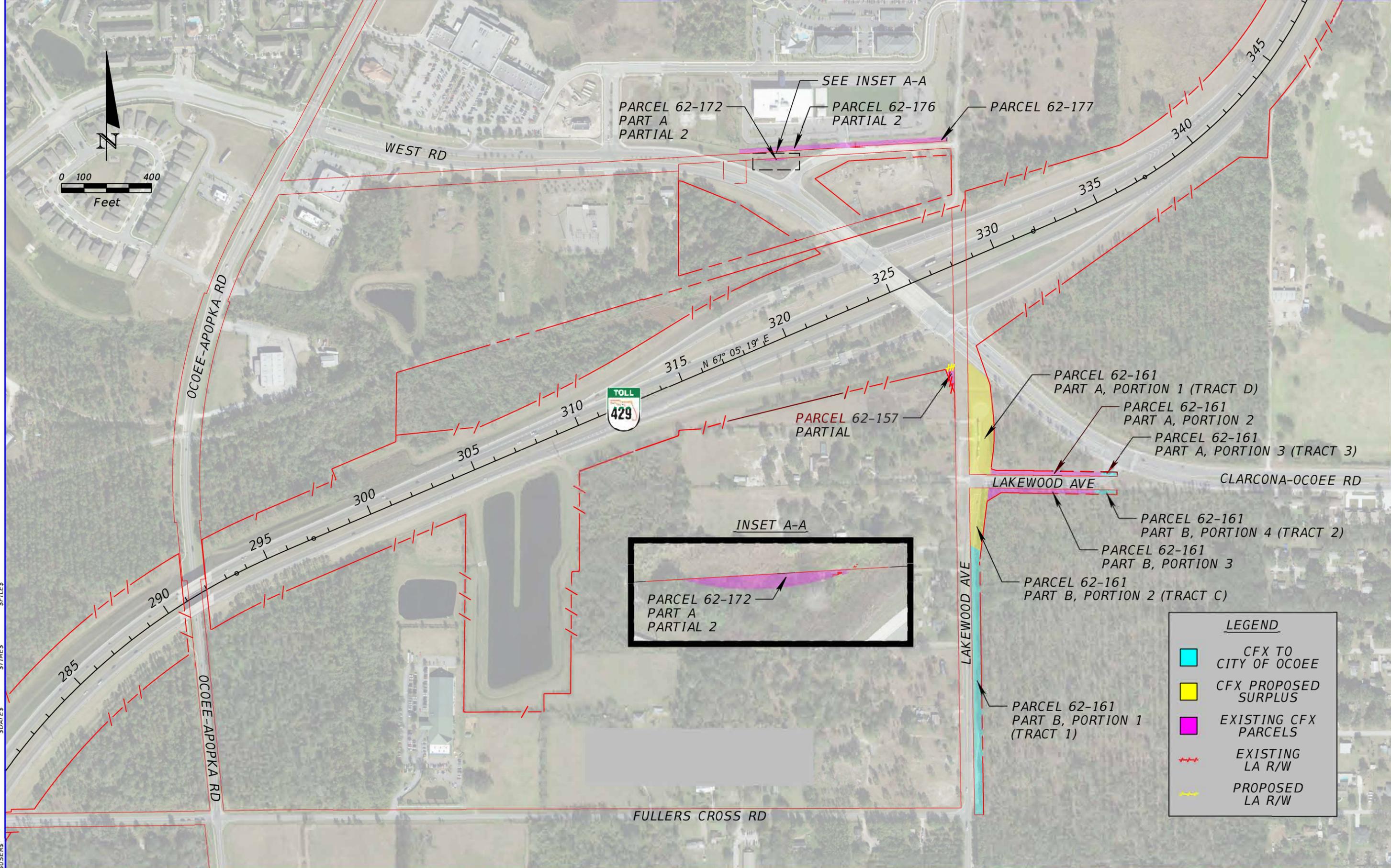
Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual, CFX staff and CFX's General Engineering Consultant have examined the CFX Parcels and determined that the CFX Parcels are not needed to support existing Expressway Facilities. Accordingly, CFX's General Engineering Consultant has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System. A copy of the certification is attached hereto as **Attachment "B"**. A copy of the draft resolution declaring the CFX Parcels as surplus is attached hereto as **Attachment "C"**.

REQUEST

A recommendation by the Right of Way Committee for CFX Board's approval of the Resolution Declaring Property as Surplus Property Available for Sale.

ATTACHMENTS

- A. Map
- B. Certificate from CFX's General Engineering Consultant
- C. Resolution Declaring Property as Surplus Property Available for Sale



| REVISIONS | | | |
|-----------|-------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
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| SR 429 / Clarcona-Ocoee Rd. Right-of-Way | |
| ROAD NO. | PROJECT NO. |
| SR 429 | 603 |



MEMO ATTACHMENT "A"

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| SHEET NO. |
| 1 |

MEMO ATTACHMENT "B"

November 18, 2021

Mr. Glenn M. Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: DISPOSITION OF PROPERTY

SR 429, Project 603
CFX Parcels 62-161 Part A, Portion 1 (Tract D), 62-161 Part B Portion 2 (Tract C)

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

1. We have reviewed the limits of Parcels 62-161 Part A, Portion 1 (Tract D), 62-161 Part B Portion 2 (Tract C) more particularly depicted in Exhibit "A" attached hereto (collectively, the "CFX Parcels"). In our opinion, the CFX Parcels are not essential for present or future construction, operation or maintenance of the CFX Expressway System or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

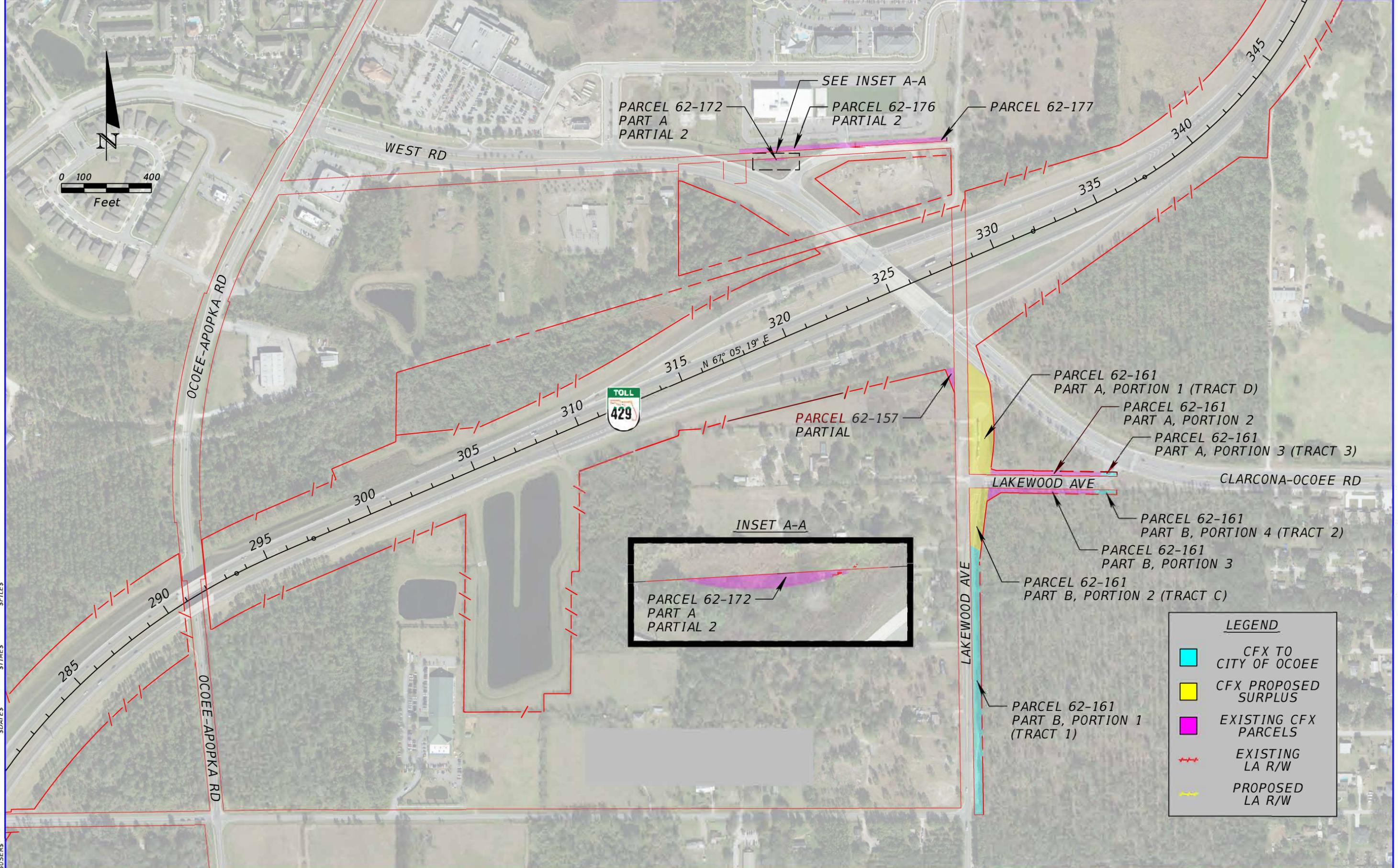
Sincerely,



R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Laura N. Kelly, Esq. CFX (w/ enc.)



\$FILES\$
 \$TIMES\$
 \$DATES\$
 \$USERS\$

| REVISIONS | | | |
|-----------|-------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |



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|---|-------------|
| SR 429 / Clarcona-Ocoee Rd. Right-of-Way | |
| ROAD NO. | PROJECT NO. |
| SR 429 | 603 |



EXHIBIT A

| |
|-----------|
| SHEET NO. |
| 1 |

MEMO ATTACHMENT "C"

Resolution No. 2021-_____

SR 429, Project 429-603

Parcels 62-161 Part A, Portion 1 (Tract D)

and 62-161 Part B, Portion 2 (Tract C)

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS SURPLUS PROPERTY AVAILABLE FOR SALE

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

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Row Manual”), which Row Manual provides for the disposal of real property unnecessary or unsuitable for CFX’s use; and

WHEREAS, pursuant to the Row Manual, “Excess Property” is “[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff;” and

WHEREAS, pursuant to the Row Manual, where Excess Property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes, the CFX Board may declare such Excess Property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, CFX staff and its General Engineering Consultant has examined the Expressway Facilities for State Road 429 in the proximity of Lakewood Avenue and determined that the real property referred to as portions of Parcels 62-161 Part A, Portion 1 (Tract D) and 62-161 Part B, Portion 2 (Tract C), as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“CFX Parcels”) are not needed to support existing Expressway Facilities; and

WHEREAS, CFX's General Engineering Consultant has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System; and

WHEREAS, CFX’s Right of Way Committee has determined that it is in the best interest of CFX and the public to designate the CFX Parcels as Excess Property; and

WHEREAS, in light of the foregoing circumstances, CFX’s Right of Way Committee has recommended that the CFX Board adopt a resolution declaring the CFX Parcels to be Surplus Property; and

WHEREAS, the CFX Parcels shall be disposed of at a public sale in accordance with Section 5-6.06 of the Row Manual.

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

1. CFX hereby declares that the real property identified in **Exhibit “A”** attached hereto is not essential for present or future construction, operation or maintenance of the Expressway Facilities or essential for CFX purposes and is Excess Property.
2. CFX hereby finds that it is in the best interest of CFX and the public to declare the CFX Parcels as Surplus Property, and CFX hereby declares the CFX Parcels as Surplus Property.
3. CFX hereby finds that it is in the best interest of CFX to dispose of the Surplus Property at a public sale in accordance with Section 6-6.06 of the Row Manual.
4. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2021.

Buddy Dyer, Chairman

ATTEST: _____
Regla (“Mimi”) Lamaute
Board Services Coordinator

Approved as to form and legality for the
exclusive use and reliance of CFX.

Diego “Woody” Rodriguez
General Counsel



WOHLFARTH CONSULTING GROUP LLC

ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
 ALTAMONTE SPRINGS, FLORIDA 32714
 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

EXHIBIT 'A'

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

**RIGHT-OF-WAY TO BE VACATED
 (WESTBRIDGE COURT)**

DESCRIPTION:

Portions of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Tract C

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 1183.64 feet to the POINT OF BEGINNING; thence continue North 00°53'06" West along said West boundary, a distance of 251.19 feet to the Northwest corner of said Parcel 62-161 Right-of-Way 'B'; thence South 89°10'10" East along the North boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 85.12 feet; thence departing from said North boundary run South 07°06'16" West, a distance 58.53 feet to a point on the Easterly boundary of said Parcel 62-161 Right-of-Way 'B'; thence continue South 07°06'16" West along said Easterly boundary, a distance of 220.24 feet; thence departing from said Easterly boundary run North 60°15'56" West, a distance of 53.85 feet to the POINT OF BEGINNING. Containing 0.404 acres (17,614 square feet), more or less.

TOGETHER WITH:

Tract D

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East
 (Continued on Sheet 2 of 4)

NOTES:

- UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00°53'06" WEST.
- WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: OCOEE VILLAGE CENTER
 LOCATION: City of Ocoee, Orange County, Florida.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
 WOHLFARTH CONSULTING GROUP LLC:

 WILSON E. WAY, P.S.M.
 PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

| REVISIONS | DATE | BY | DATE: | DRAWN BY | CHECKED BY | FIELD BOOK |
|-----------|----------|----|----------|----------|------------|------------|
| REVISED | 11/18/21 | BF | 11/03/21 | BF | WW | N/A |

PROJECT NO. 2018-017 SHEET 1 OF 4 D:\ocoeee\Legals\N-LAKEWOOD-WESTBRIDGE RW VAC.dwg



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

EXHIBIT 'A'

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

**RIGHT-OF-WAY TO BE VACATED
(WESTBRIDGE COURT)**

(Continued from Sheet 1 of 4)

DESCRIPTION:

along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B' and the Northerly extension thereof, a distance of 1,494.85 feet to the POINT OF BEGINNING, said point also being the Southwest corner of Parcel 62-161 Right-of-Way 'A' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of said Public Records; thence continue North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 253.21 feet to the Southwest corner of Parcel 62-161 Limited Access Right-of-Way of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of said Public Records; thence continue North 00°53'06" West along the West boundary of said Limited Access Right-of-Way, a distance of 231.19 feet to a point on the Easterly extension of the Southerly Limited Access right-of-way line for State Road 429 as shown on the Orlando-Orange County Expressway Authority Right-of Way Map, Section 75320-6460-602/603; thence North 77°03'49" East along said line, a distance of 10.86 feet to a point on the Westerly extension of the Southerly line of Parcel 1044, as described in Stipulated Order of Taking recorded in Official Records Book 9816, Page 8120, of said Public Records; thence South 49°49'02" East along said line, a distance of 104.13 feet, the following two (2) courses being along the Easterly boundary of said Parcel 62-161 Limited Access Right-of-Way; thence South 19°42'11" East, a distance of 25.32 feet; thence South 06°15'58" East, a distance of 131.33 feet to a point of curvature of a curve concave to the West; thence Southerly along an Easterly boundary of said Parcel 62-161 Right-of-Way 'A' and said curve having a radius of 776.19 feet, a chord bearing of South 00°25'09" West, a chord distance of 180.72 feet, a central angle of 13°22'14" for an arc distance of 181.13 feet to a point of tangency; thence South 07°06'16" West along an Easterly boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 60.00 feet; thence departing from said Easterly boundary continue South 07°06'16" West, a distance of 26.50 feet to a point on the South boundary of said Parcel 62-161 Right-of-Way 'A'; thence North 89°10'10" West along said South boundary, a distance of 93.51 feet to the POINT OF BEGINNING. Containing 1.093 acres (47,619 square feet), more or less.

Containing in aggregate 1.498 acres (65,233 square feet) more or less.

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SHEET 2 OF 4

PROJECT NO. 2018-017

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| REVISIONS | DATE | BY | DATE: | DRAWN BY | CHECKED BY | FIELD BOOK |
| REVISED | 11/18/21 | BF | 11/03/21 | BF | WW | N/A |



WOHLFARTH CONSULTING GROUP LLC

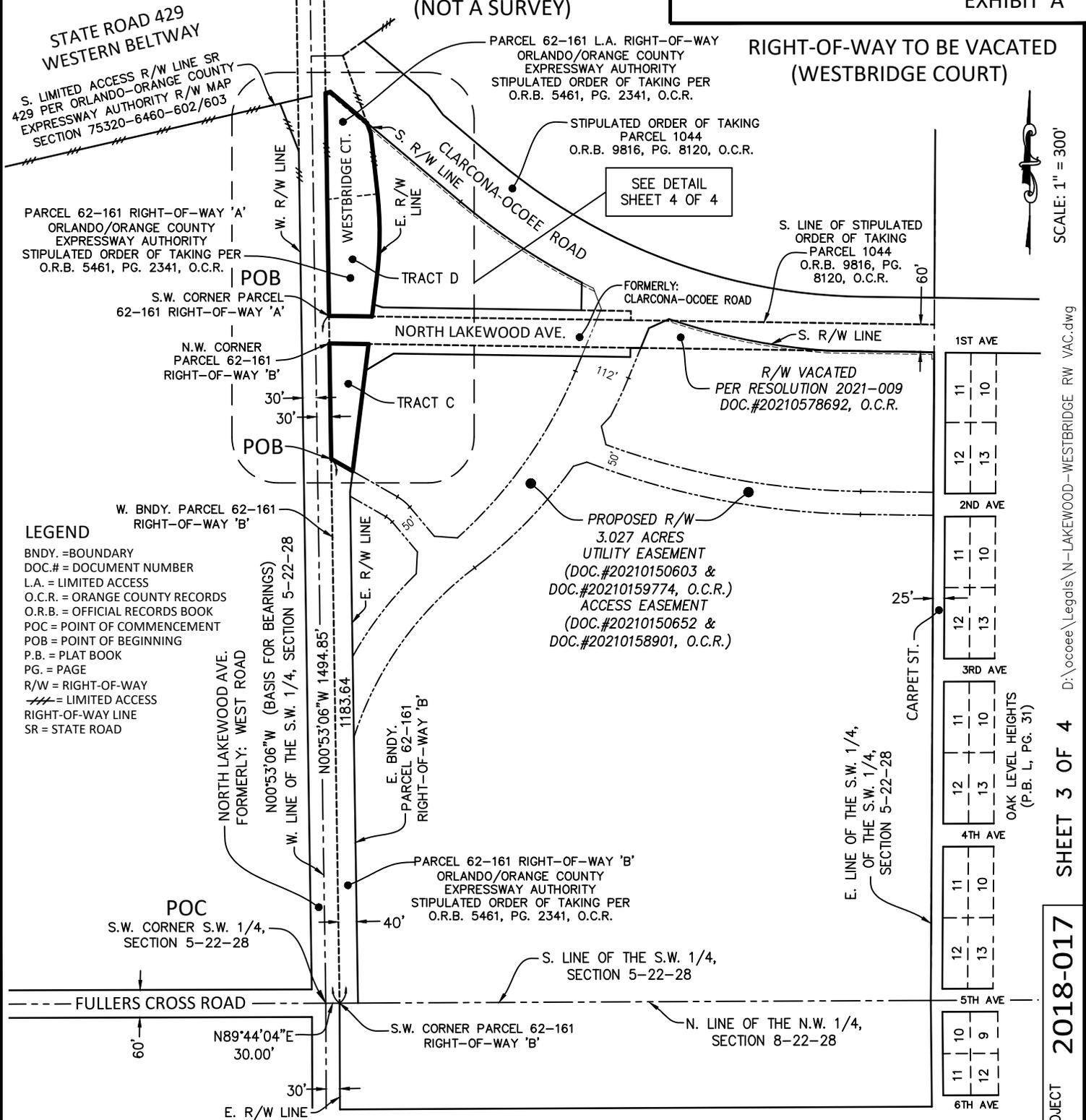
ENGINEERS, PLANNERS

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CERTIFICATE OF AUTHORIZATION NO. LB8214

**SKETCH AND DESCRIPTION ONLY
 (NOT A SURVEY)**

EXHIBIT 'A'



SCALE: 1" = 300'

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SHEET 3 OF 4

PROJECT NO. 2018-017

| REVISIONS | DATE | BY | DATE: | DRAWN | CHECKED | FIELD BOOK |
|-----------|----------|----|----------|-------|---------|------------|
| REVISED | 11/18/21 | BF | 11/03/21 | BY BF | BY WW | N/A |



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SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

EXHIBIT 'A'

LEGEND

- BDNY. = BOUNDARY
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- DOC.# = DOCUMENT NUMBER
- Δ = CENTRAL ANGLE (DELTA)
- L.A. = LIMITED ACCESS
- L = ARC DISTANCE (LENGTH)
- O.C.R. = ORANGE COUNTY RECORDS
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PC = POINT OF CURVATURE
- PG. = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PT = POINT OF TANGENCY
- R = RADIUS
- R/W = RIGHT-OF-WAY
- S.F. = SQUARE FEET
- SR = STATE ROAD
- /// = LIMITED ACCESS RIGHT-OF-WAY LINE

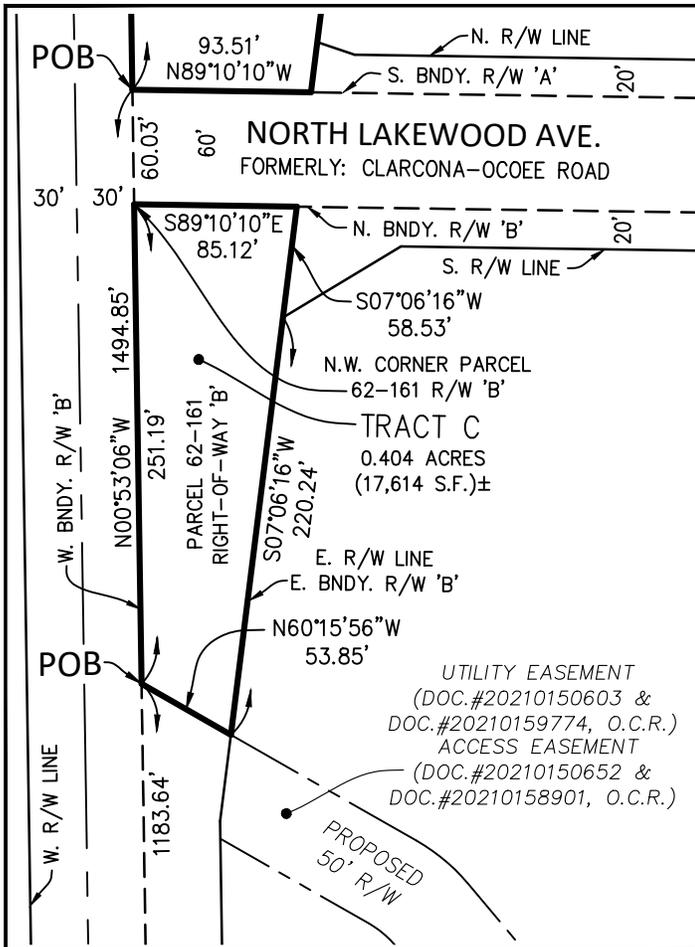
SCALE: 1" = 100'

RIGHT-OF-WAY TO BE VACATED (WESTBRIDGE COURT)

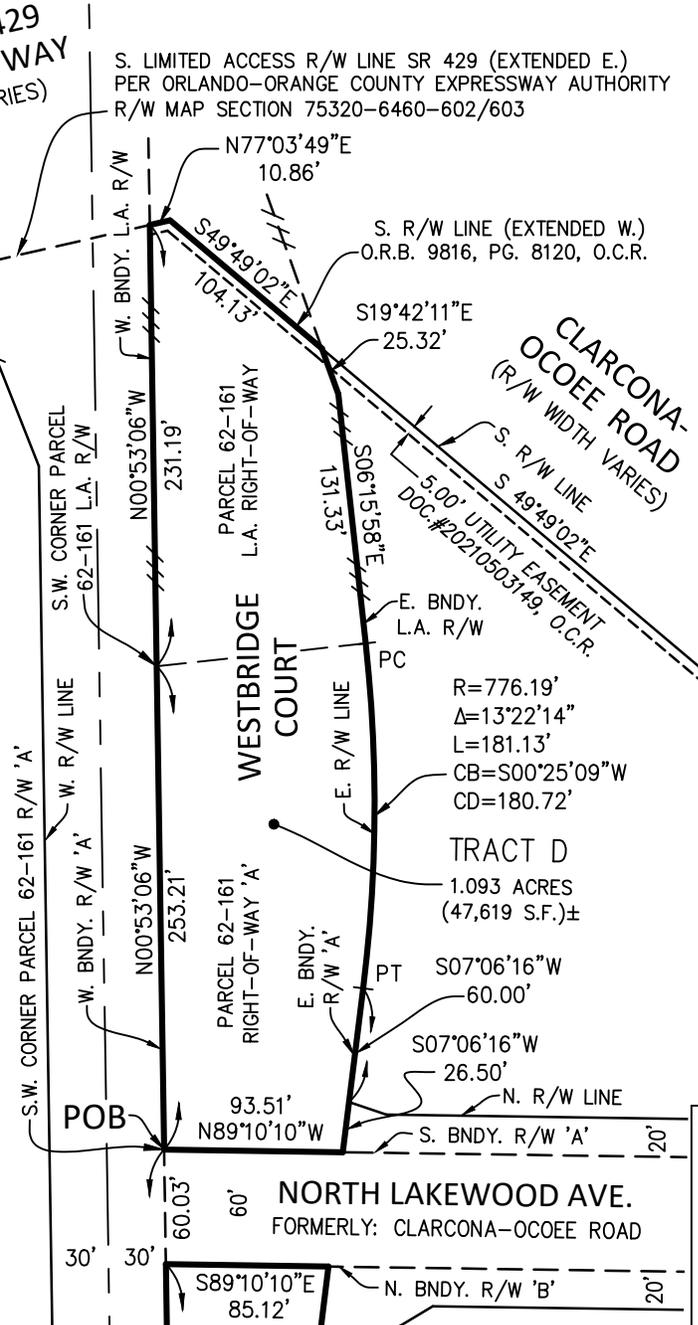
STATE ROAD 429 WESTERN BELTWAY
(R/W WIDTH VARIES)

S. LIMITED ACCESS R/W LINE SR 429 (EXTENDED E.)
PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
R/W MAP SECTION 75320-6460-602/603

CLARCONA-OCOEE ROAD
(R/W WIDTH VARIES)



SEE SHEET 3 OF 4



MATCH (SEE ABOVE)

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SHEET 4 OF 4

PROJECT NO. 2018-017

| REVISIONS | DATE | BY | DATE: | DRAWN BY | CHECKED BY | FIELD BOOK |
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| REVISED | 11/18/21 | BF | 11/03/21 | BF | WW | N/A |