

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA  
RIGHT OF WAY COMMITTEE MEETING  
January 19, 2022  
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 DECEMBER 2, 2021 RIGHT OF WAY COMMITTEE MEETING MINUTES (action item)**

**D. AGENDA ITEMS**

- 1. RIGHT OF WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND CITY OF OCOEE, FLORIDA  
PROJECT NUMBER: 429-603  
PARCEL NUMBERS: 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)  
*Diego "Woody" Rodriguez, General Counsel (action item)***
- 2. DECLARATION OF PROPERTY AS SURPLUS PROPERTY AVAILABLE FOR SALE  
PROJECT NUMBER: 429-603  
PARCEL NUMBER: 62-161 PART B  
*Diego "Woody" Rodriguez, General Counsel (action item)***

**(CONTINUED ON PAGE 2)**

**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](mailto: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 Meeting  
December 2, 2021

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**Committee Members Present:**

Brian Sheahan, Lake County Representative, Committee Chairman  
Steven Kane, Osceola County Representative  
Bob Babcock, Orange County Representative, Alternate  
Jean Jreij, Seminole County, Representative  
Christopher Murvin, Citizen Representative  
Roy Payne, City of Orlando Representative, Alternate

**Committee Members Not Present:**

John Denninghoff, Brevard County Representative

**CFX Staff Present:**

Diego "Woody" Rodriguez, General Counsel  
Will Hawthorne, Director of Engineering  
Laura Newlin Kelly, Associate General Counsel  
Mala Iley, Recording Secretary

**Item A: CALL TO ORDER**

The meeting was called to order at 2:01 p.m. by Chairman Sheahan. Recording Secretary Mala Iley called the roll and announced there was a quorum.

**Item B: PUBLIC COMMENT**

Pamela Richmond from the City of Apopka advised that she was here for Item D.1 and D.2 should the Committee have any questions.

There was no public comment.

**Item C: APPROVAL OF SEPTEMBER 22, 2021 RIGHT OF WAY COMMITTEE MEETING MINUTES**

A motion was made by Christopher Murvin and seconded by Steven Kane to approve the September 22, 2021 Committee meeting minutes.

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

**Item D.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**

General Counsel Woody Rodriguez requested the Committee's recommendation for Board approval of a Partial Release and Reestablishment of Restriction and Partial Release of Easement and Maintenance Agreement ("Partial Release") between the Central Florida Expressway Authority ("CFX") and City of Apopka ("City").

Attorney Rodriguez provided the Committee with a brief history of the project. Attorney Rodriguez advised that at the August 25, 2021, meeting of the CFX Right of Way Committee, the Committee approved a prior version of the Partial Release. Subsequent to the ROW Committee meeting, the City determined they may want to use the property for a public communications tower with leased space for private carriers. The waiver included in the Partial Release previously presented to the Committee would have allowed some public uses but not the use of the property for a public telecommunications tower with leased space for private carriers. Therefore, the Partial Release initially approved by the ROW Committee was not recommended to the Board for approval and instead the City and CFX negotiated a new Partial Release to allow such uses.

The limited waiver included in the revised Partial Release provides that, in the event the former CFX properties or any adjacent properties owned by the City are used as a telecommunications tower, any revenues derived from licenses with private carriers are 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.

**A motion was made by Jean Jreij and seconded by Christopher Murvin to recommend to the Board approval of a Partial Release and Reestablishment of Restriction and Partial Release of Easement and Maintenance Agreement between CFX and the City attached to the Right of Way Committee agenda package, 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.**

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

**Item D.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**

Associate General Counsel Laura Kelly requested the Committee's recommendation for Board approval of the Relocation of Drainage Easement between the Central Florida Expressway Authority, the City, and DHIC-Oakpoint, LLC ("DHIC").

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Attorney Kelly provided the Committee with a brief history of the project. Attorney Kelly advised that 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 DHIC.

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.

**A motion was made by Robert Babcock and seconded by Steven Kane to recommend to the Board approval of the Agreement between CFX, DHIC and the City in a form substantially similar to the attached to the Right of Way Committee agenda package, 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.**

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

**Item D.3.: REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND FARMLAND RESERVE, INC., PROJECT NUMBER: 528-757**

Associate General Counsel Laura Kelly requested the Committee's recommendation for Board approval of the Real Estate Purchase Agreement between Farmland Reserve, Inc. and CFX.

Attorney Kelly provided the Committee with a brief history of the project. Farmland Reserve, Inc. owns approximately 17.13 acres of real property located adjacent to State Road 528 ("Property"). Pursuant to the terms of the proposed Real Estate Purchase 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.

Because of the minimal value of the Property and the expected cost associated with a review appraisal, staff requested a waiver of the requirement to obtain a review appraisal.

**A motion was made by Jean Jreij and seconded by Christopher Murvin to recommend to the Board approval of the Real Estate Purchase Agreement between CFX and Farmland Reserve, Inc. attached to the Right of Way Committee agenda package, 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.**

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

**Item D.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**

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

Attorney Kelly provided the Committee with a brief history of the project. Attorney Kelly advised that the County is currently designing and constructing an additional bridge for 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.

County has requested an easement over a portion of the real property owned by CFX for the purpose of designing, constructing, operating, repairing and replacing the proposed bridge improvements in accordance with the terms and conditions of the proposed Easement and Maintenance 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 property. 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 proposed bridge improvements.

Discussion ensued.

**A motion was made by Robert Babcock and seconded by Steven Kane to recommend to the Board approval of the Agreement between CFX and the City of Orlando attached to the Right of Way Committee agenda package, subject to any minor or clerical revisions approved by the General Counsel or designee.**

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

**Item D.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**

General Counsel Woody Rodriguez advised the Committee that this item has been withdrawn. Attorney Rodriguez provided a brief overview.

**Item D.6.: DECLARATION OF PROPERTY AS SURPLUS PROPERTY AVAILABLE FOR SALE**  
**PROJECT NUMBER: 429-603, PARCEL NUMBER: 62-161 PART B**

General Counsel Woody Rodriguez advised the Committee that this item has been withdrawn. Attorney Rodriguez provided a brief overview.

**Item E: OTHER BUSINESS**

Chairman Sheahan advised the Committee that the next Right of Way Committee meeting is scheduled for Wednesday, January 19, 2022, at 2:00 p.m.

General Counsel Woody Rodriguez advised the Committee that the January 19<sup>th</sup> meeting date may change and will advise accordingly.

**Item F: ADJOURNMENT**

Chairman Sheahan adjourned the meeting at approximately 2:22 p.m.

**Minutes approved on \_\_\_\_\_, 2022.**

*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](mailto:publicrecords@CFXWay.com) or 4974 ORL Tower Road, Orlando, Florida 32807.*

**MEMORANDUM**

TO: CFX Right of Way Committee Members *lnk*

FROM: Laura Newlin Kelly, Associate General Counsel

DATE: January 10, 2022

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)

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**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 January 18, 2022.

### **REQUEST**

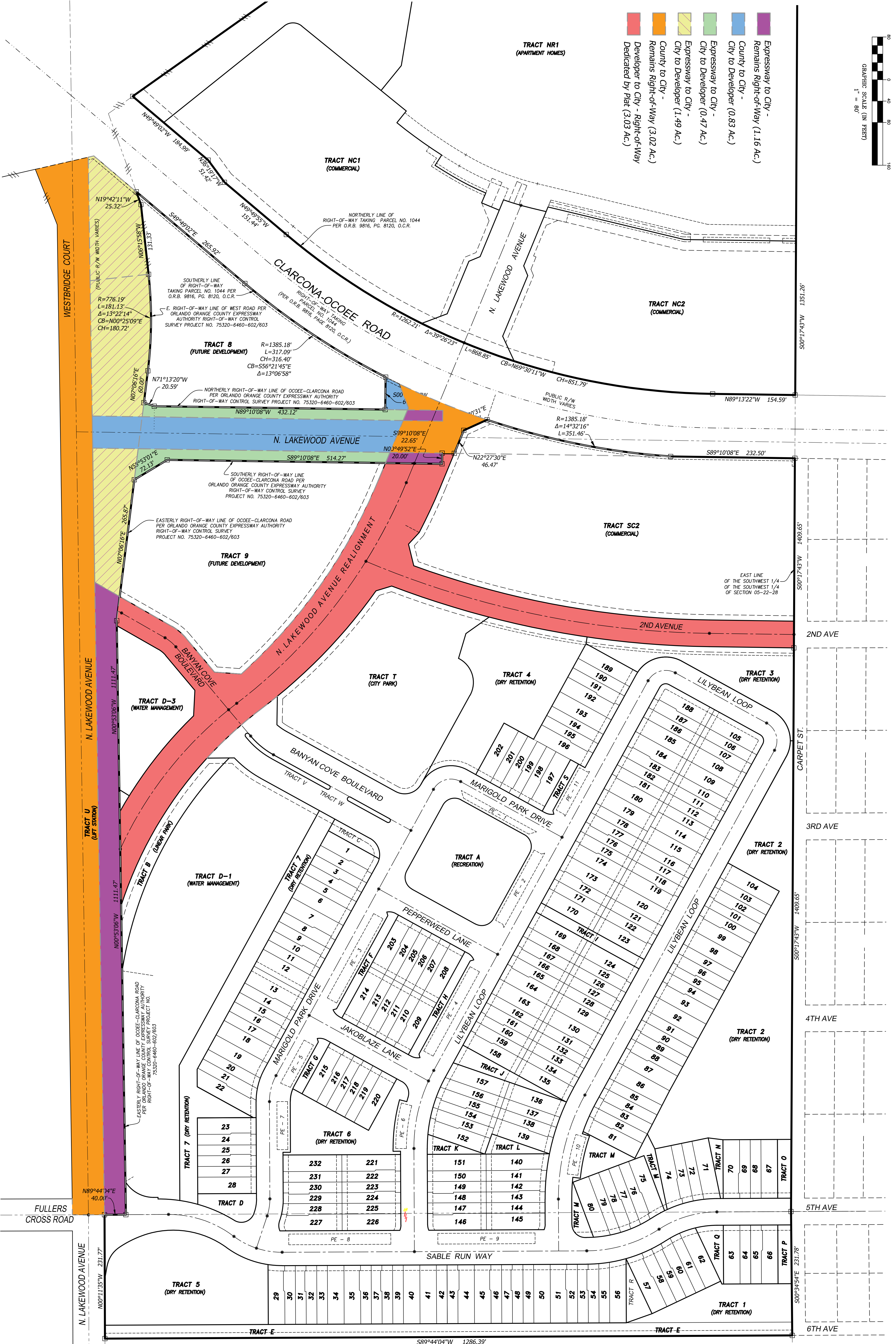
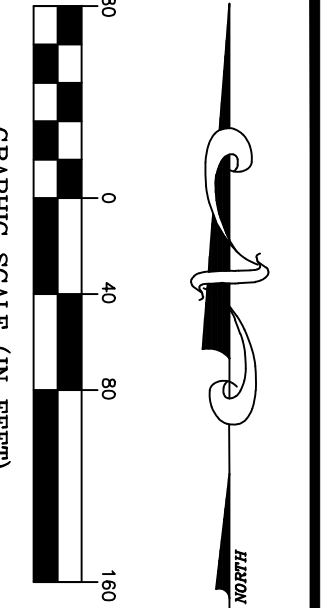
A recommendation by the Right-of-Way Committee for CFX Board's approval of the Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with City of Ocoee, Florida and the Approval of the Right of Way Transfer and Continuing Maintenance Agreement 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

MEMO ATTACHMENT "A"

- Expressway to City - Remains Right-of-Way (1.16 Ac.)
- County to City - City to Developer (0.83 Ac.)
- Expressway to City - City to Developer (0.47 Ac.)
- Expressway to City - City to Developer (1.49 Ac.)
- County to City - Remains Right-of-Way (3.02 Ac.)
- Developer to City - Right-of-Way Dedicated by Plat (3.03 Ac.)



SCALE	DRAWN:
1" = 80'	BF
PROJECT	DESIGNED:
2018-017	
SHEET	CHECKED:
1 of 1	RCW
	DATE:
	10/15/21

LAKWOOD AVENUE & CLARCONA-OCOE ROAD R/W EXCHANGE EXHIBIT (OCOE VILLAGE)  
SECTIONS 5 & 8, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

**WOHLFARTH CONSULTING GROUP LLC**  
ENGINEERS & PLANNERS  
Certificate of Authorization No. LB 8214  
246 N. WESTMONTA DRIVE, ALTAMONTE SPRINGS, FL 32714  
(407) 750-3123  
ORLANDO

REV.	DATE	DESCRIPTION	BY

# 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

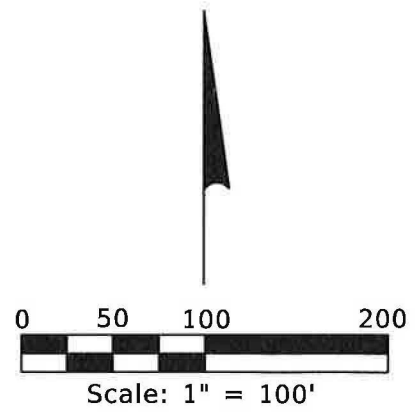
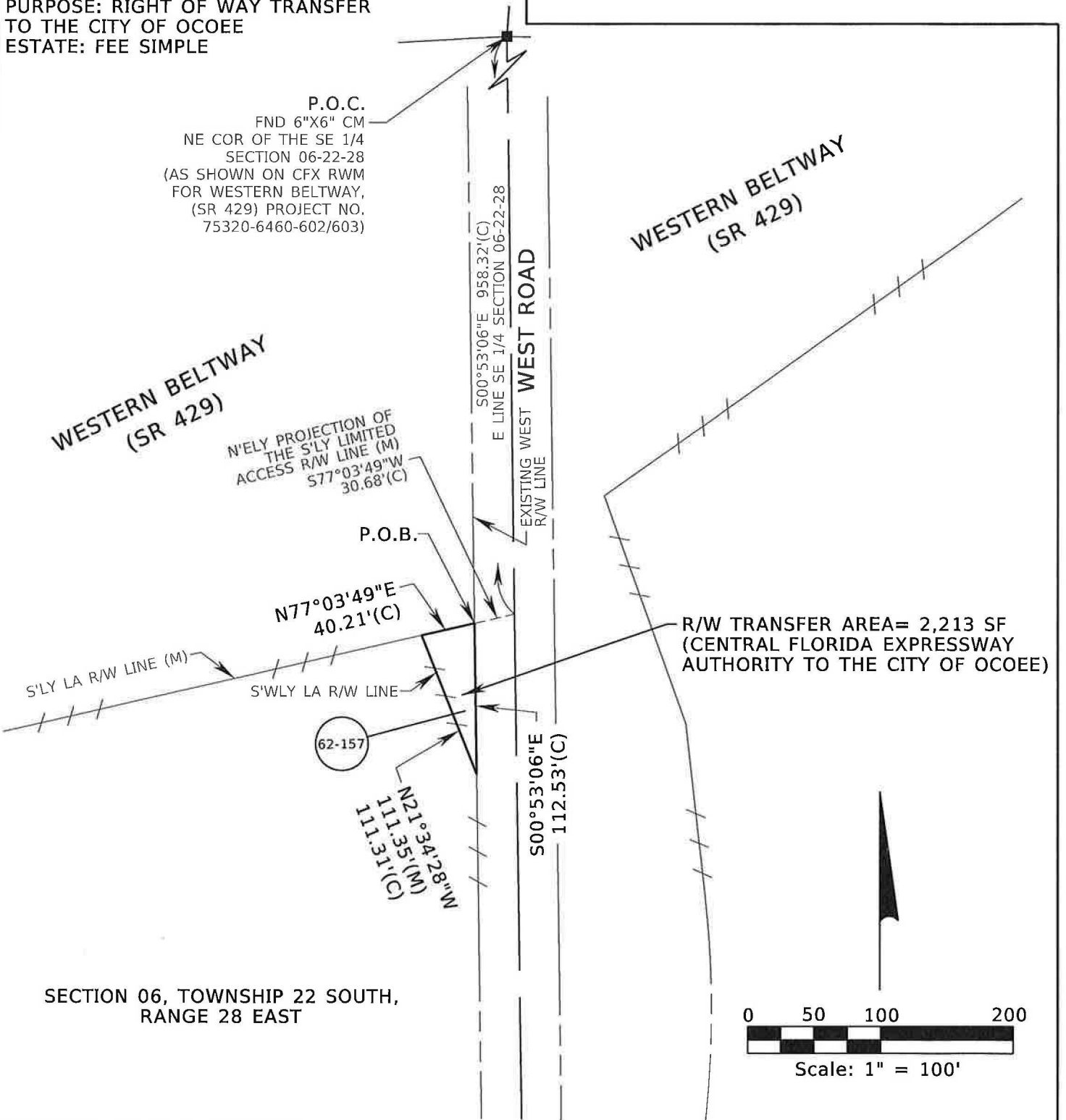
**SR 429**  
**CFX PROJECT NO.**  
**429-603**



**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



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



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LAKE MARY, FLORIDA 32746

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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'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD
		S'WLY	= SOUTHWESTERLY
		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 EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 06, 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.
REVISION	BY	DATE		

H. Paul deVlvero, Professional Land Surveyor No. 4990

DATE

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

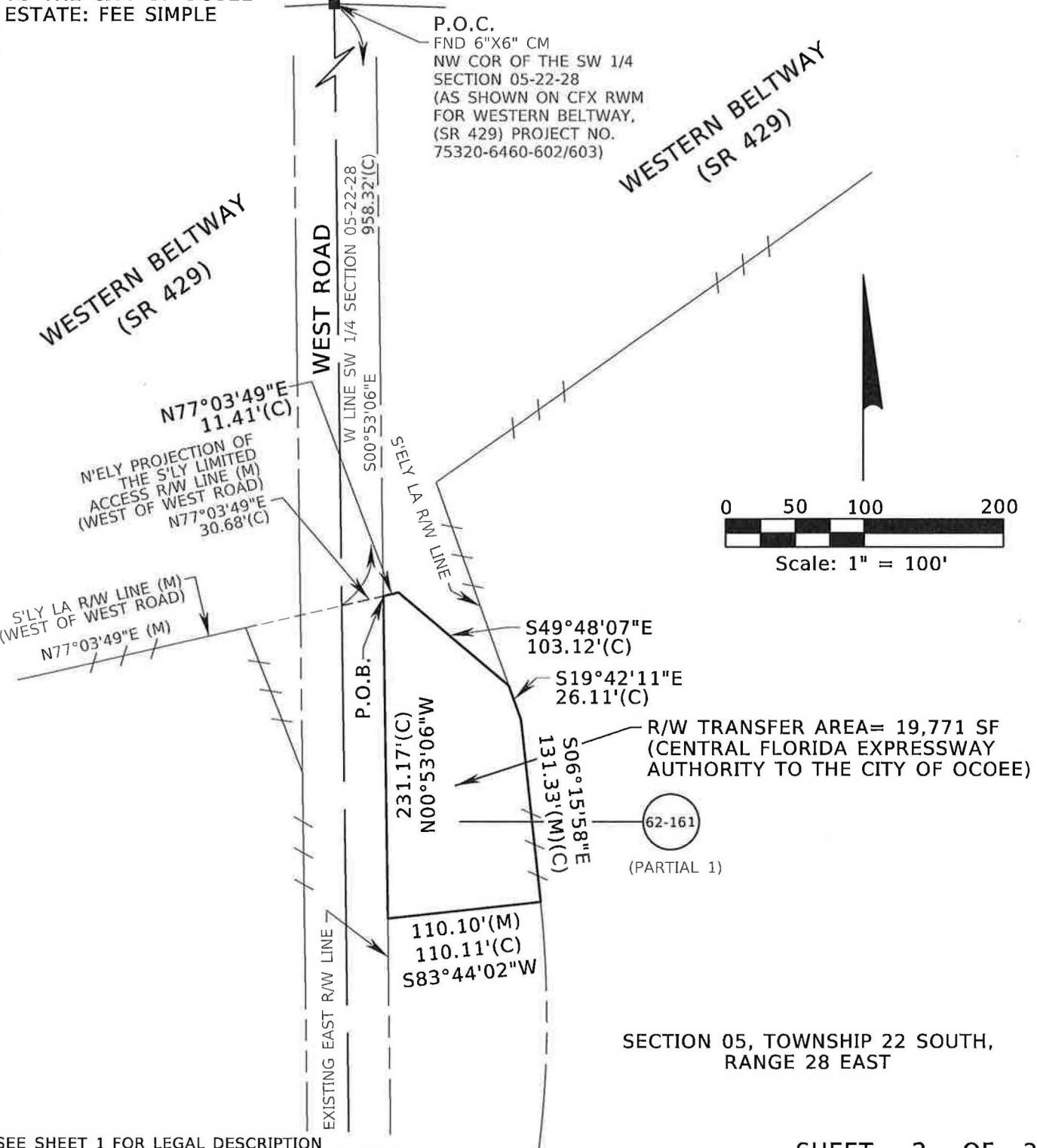
**SR 429**  
**CFX PROJECT NO.**  
**429-603**



**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	<b>SR 429</b> <b>CFX PROJECT NO.</b> <b>429-603</b>	 <b>GEODATA CONSULTANTS, INC.</b> 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
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# 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:

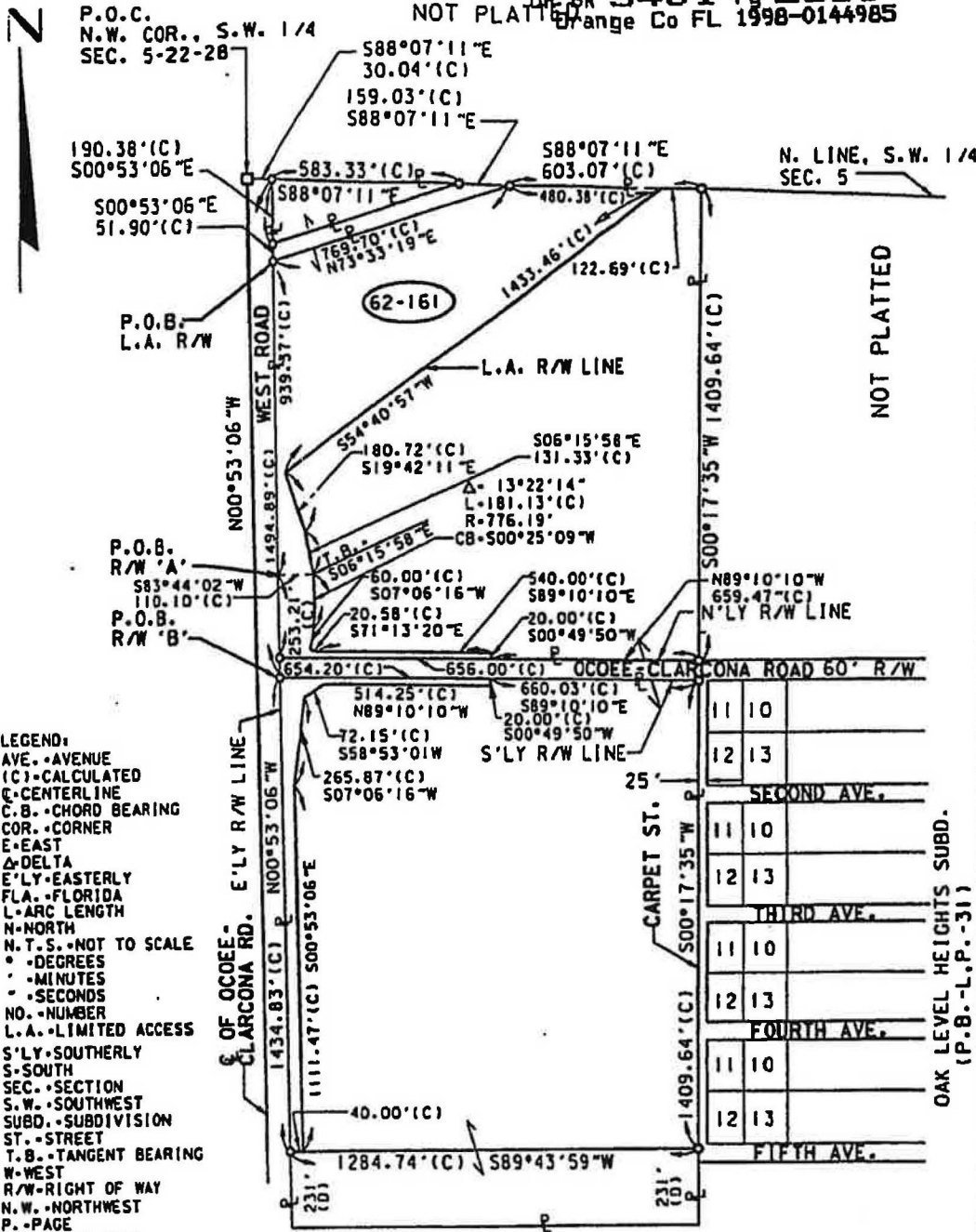
1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 05, TOWNSHIP 22 SOUTH, RANGE 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

			<p>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.</p> <p>_____ H. Paul deVivero, Professional Land Surveyor No. 4990</p> <p>_____ DATE</p>
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>	<p style="text-align: center;"><b>SR 429</b> <b>CFX PROJECT NO.</b> <b>429-603</b></p>	 <p><b>GEODATA CONSULTANTS, INC.</b>  <b>SURVEYING &amp; MAPPING</b>          1349 S INTERNATIONAL PKWY          SUITE 2401          LAKE MARY, FLORIDA 32746          VOICE: (407) 732-6965 FAX: 878-0841          LAND SURVEYOR BUSINESS LICENSE NO. 6556</p>
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**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

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 61G17-6  
*Abby Ann Schaefer*  
 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

OAK LEVEL HEIGHTS SUBD.  
 (P.B.-L.P.-31)

**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, public utility, 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 \_\_\_\_\_, 2022.

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: \_\_\_\_\_  
Sean Parks, 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 \_\_\_\_\_,  
2022 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

D:\ocoee\Legals\PROPOSED-CITY RW-LAKEWOOD.dwg SHEET 1 OF 4 PROJECT NO. 2018-017



**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.*

D:\ocoee\Legals\PROPOSED-CITY RW-LAKEWOOD.dwg SHEET 2 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**

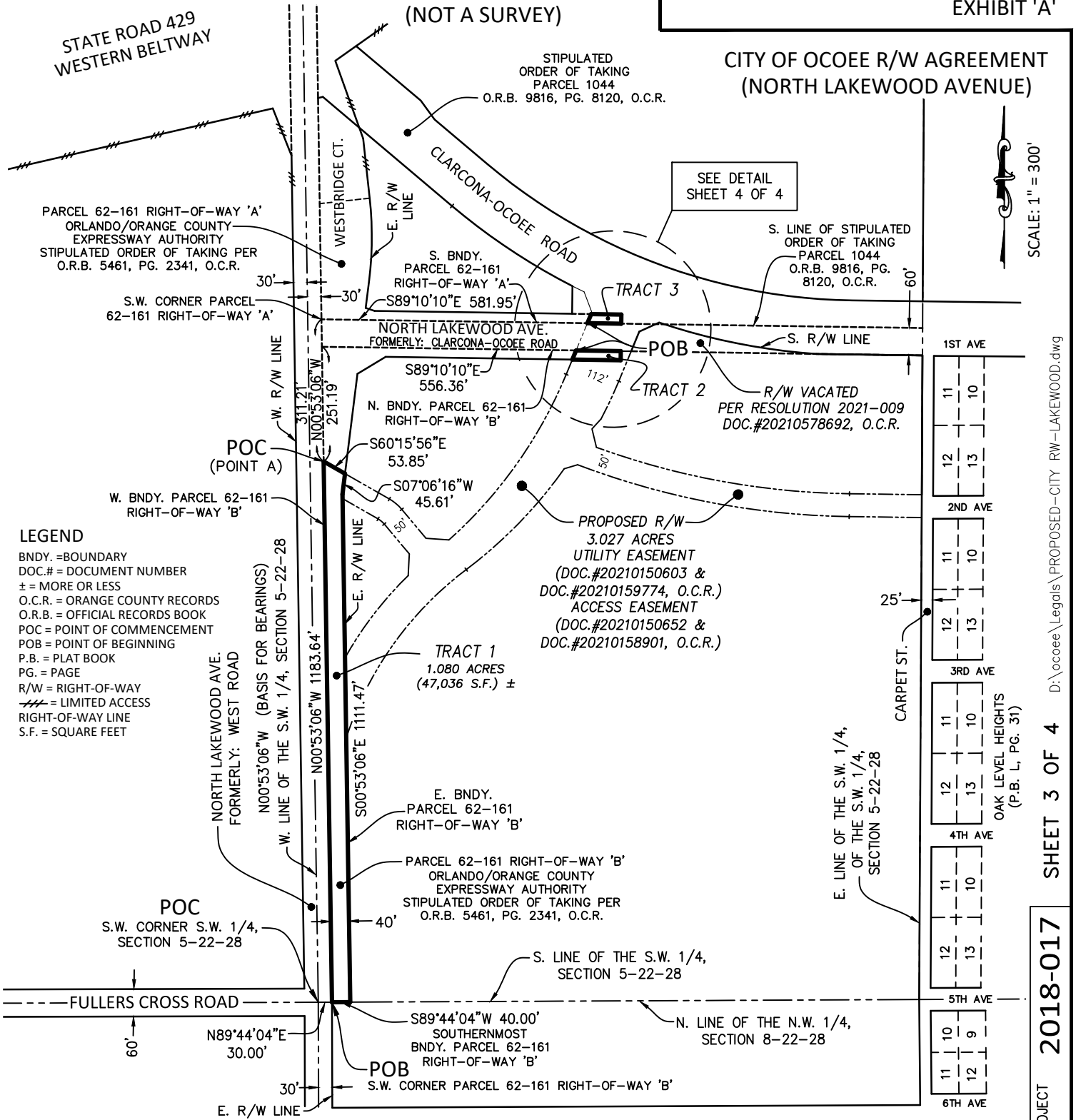
ENGINEERS, PLANNERS

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**

- 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

FIELD BOOK N/A

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

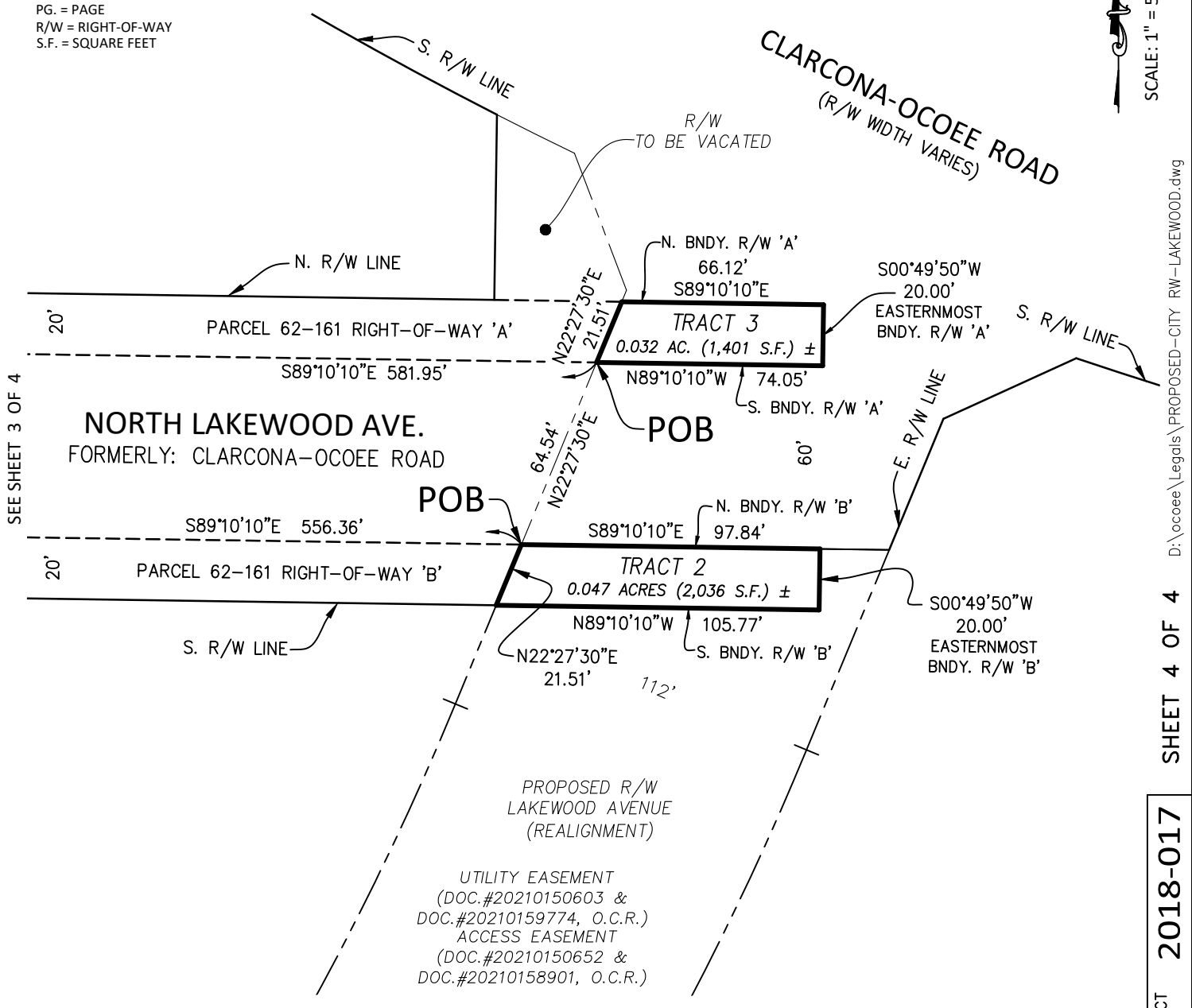
**SKETCH AND DESCRIPTION ONLY  
(NOT A SURVEY)**

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
- POB = POINT OF BEGINNING
- 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

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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, public utility, 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 2022 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: \_\_\_\_\_  
Sean Parks, 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 \_\_\_\_\_,  
2022 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 \_\_\_\_\_, 2022, by Sean Parks, 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.

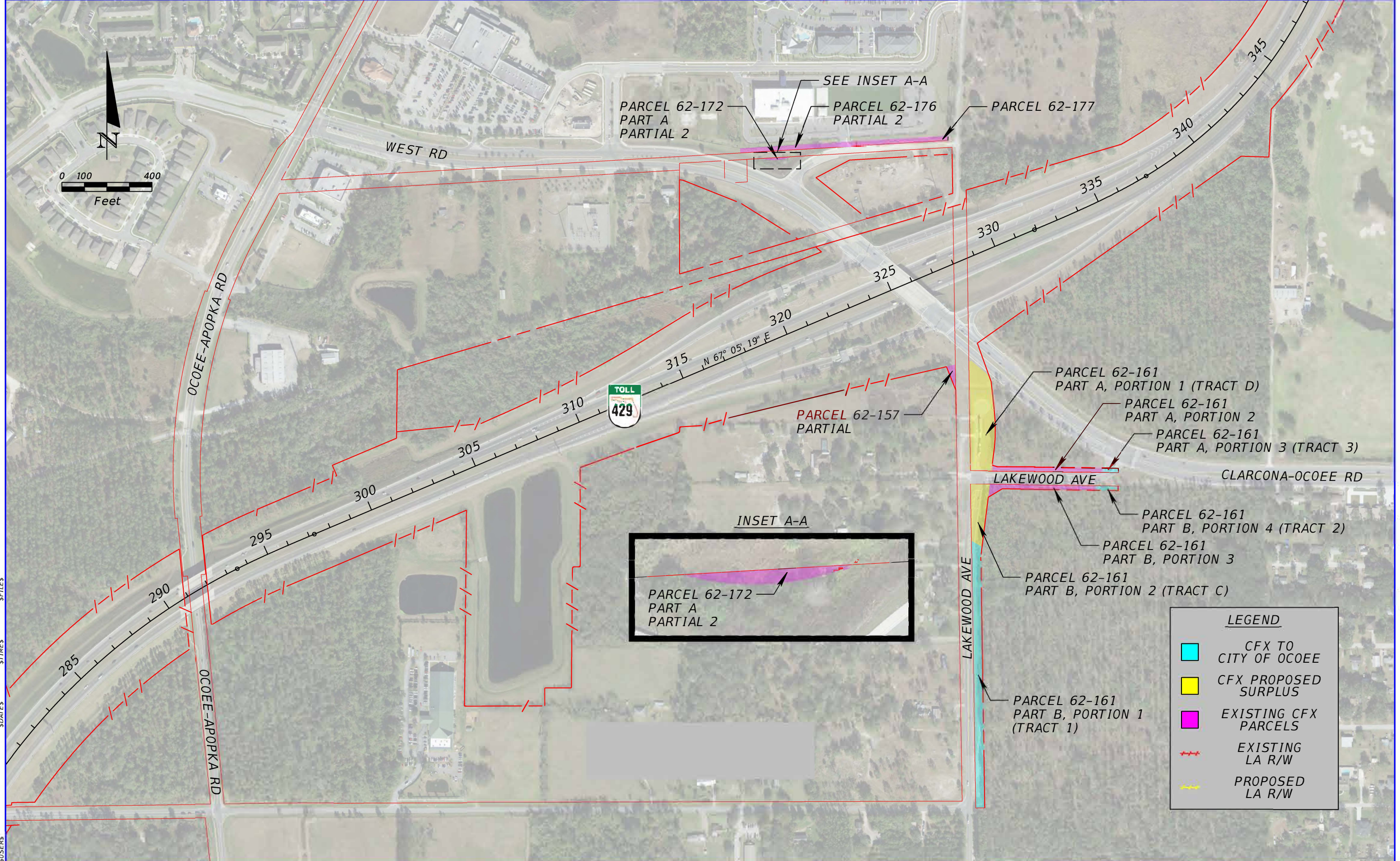
Sincerely,

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. 2022 \_\_\_\_\_

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. 2022-\_\_\_\_\_

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 \_\_\_\_\_ 2022.

\_\_\_\_\_  
Sean Parks, 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
UPDATED PER COMMENTS	11/01/21	BF	10/18/21	BF	WW	N/A



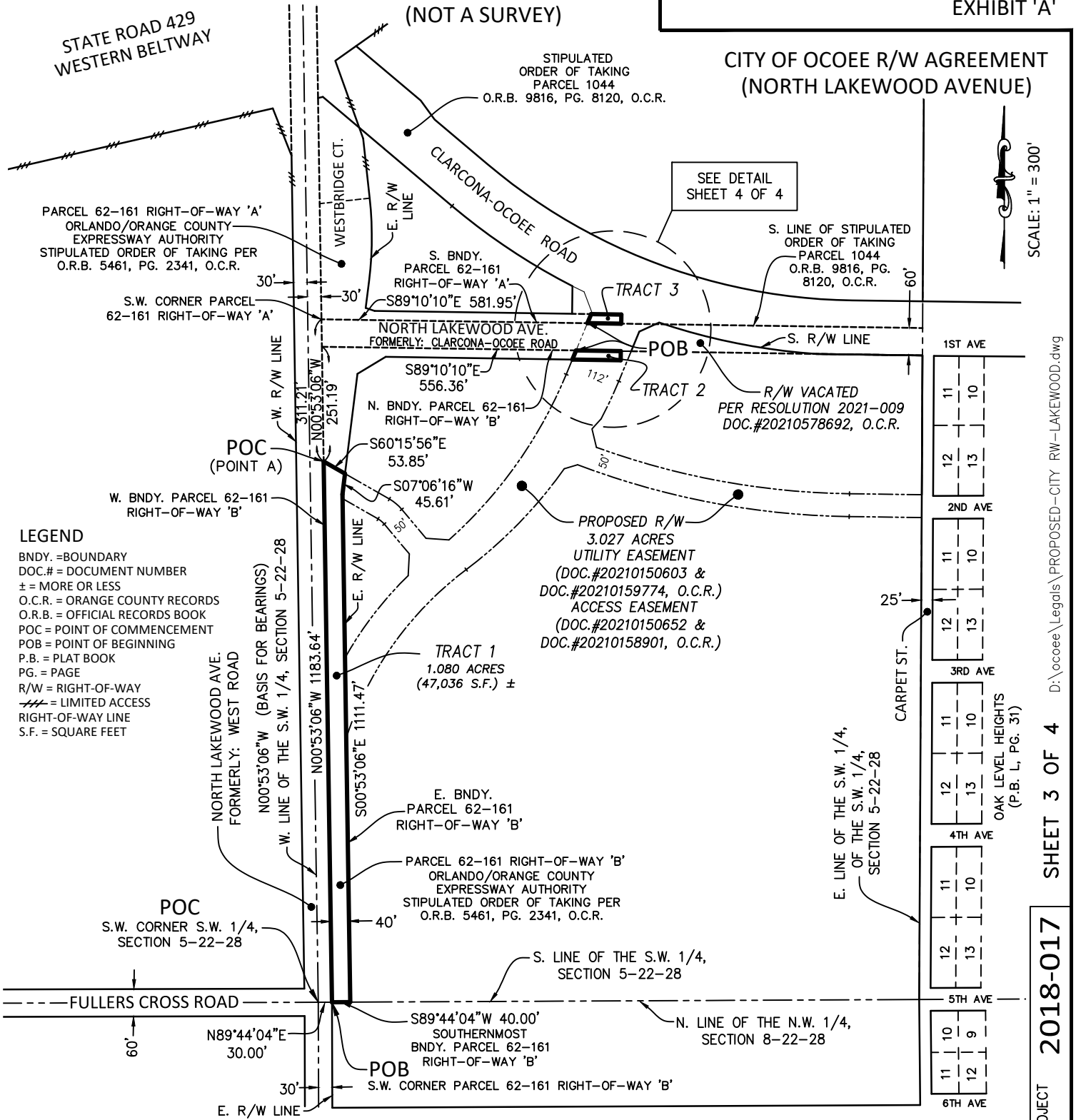
**WOHLFARTH CONSULTING GROUP LLC**  
ENGINEERS, PLANNERS

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

**CITY OF OCOEE R/W AGREEMENT**  
(NORTH LAKEWOOD AVENUE)

SCALE: 1" = 300'

OAK LEVEL HEIGHTS (P.B. L, PG. 31)	
1ST AVE	11 10
2ND AVE	12 13
3RD AVE	11 10
4TH AVE	12 13
5TH AVE	11 10
6TH AVE	10 9

PROJECT NO. 2018-017 SHEET 3 OF 4 D:\ocoee\Legals\PROPOSED-CITY RW-LAKEWOOD.dwg

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)**

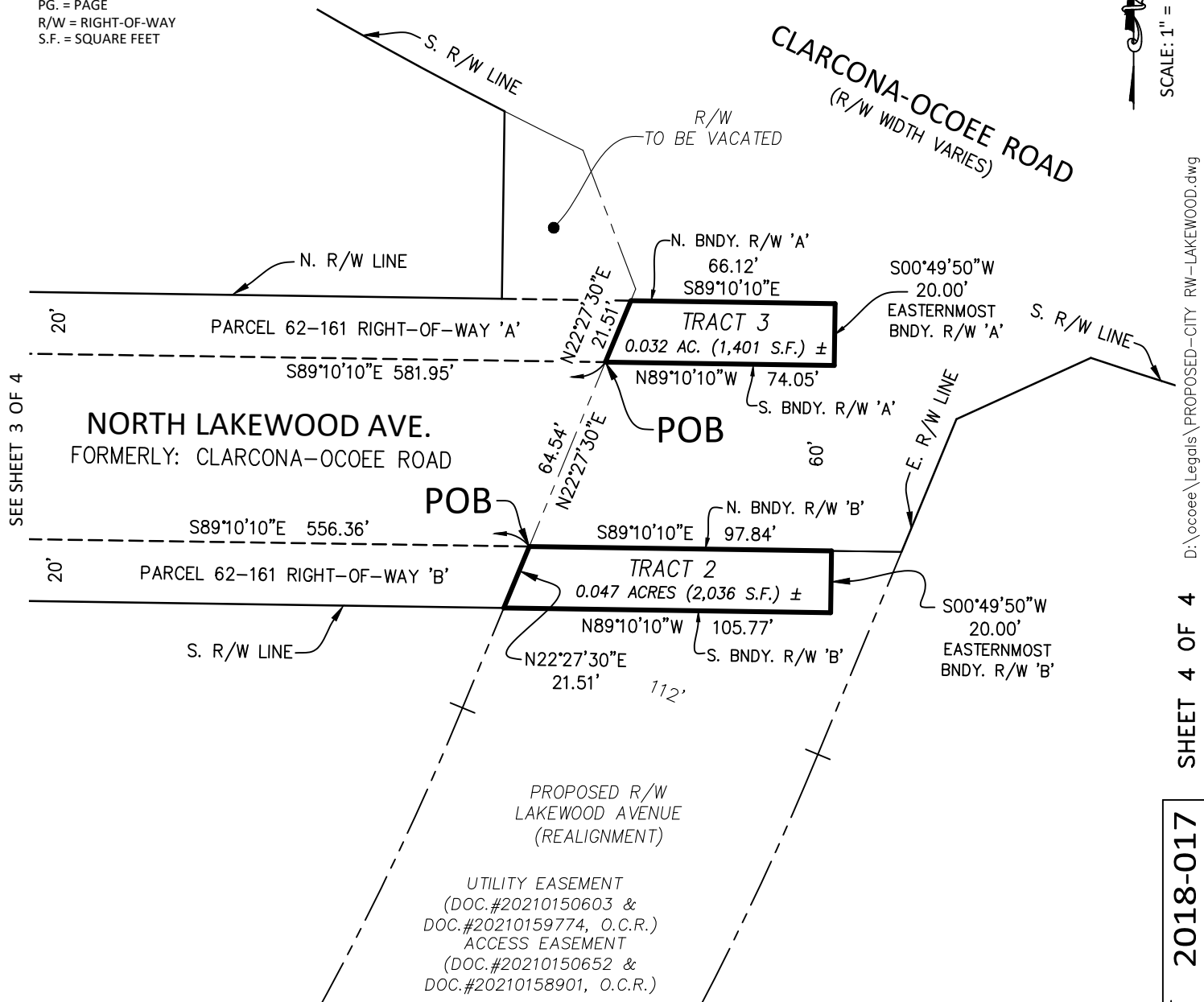
EXHIBIT 'A'

**CITY OF OCOEE R/W AGREEMENT  
(NORTH LAKEWOOD AVENUE)**

**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
- POB = POINT OF BEGINNING
- P.B. = PLAT BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY
- 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
UPDATED PER COMMENTS	11/01/21	BF	10/18/21	BF	WW	N/A

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Right of Way Committee Members *lnk*

FROM: Laura Newlin Kelly, Associate General Counsel

DATE: January 10, 2022

SUBJECT: Declaration of Property as Surplus Property Available for Sale  
Project No: 429-603  
Parcels 62-161 Part A, Portion 1 (Tract D) and 62-161 Part B, Portion 2  
(Tract C)

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## 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"**.

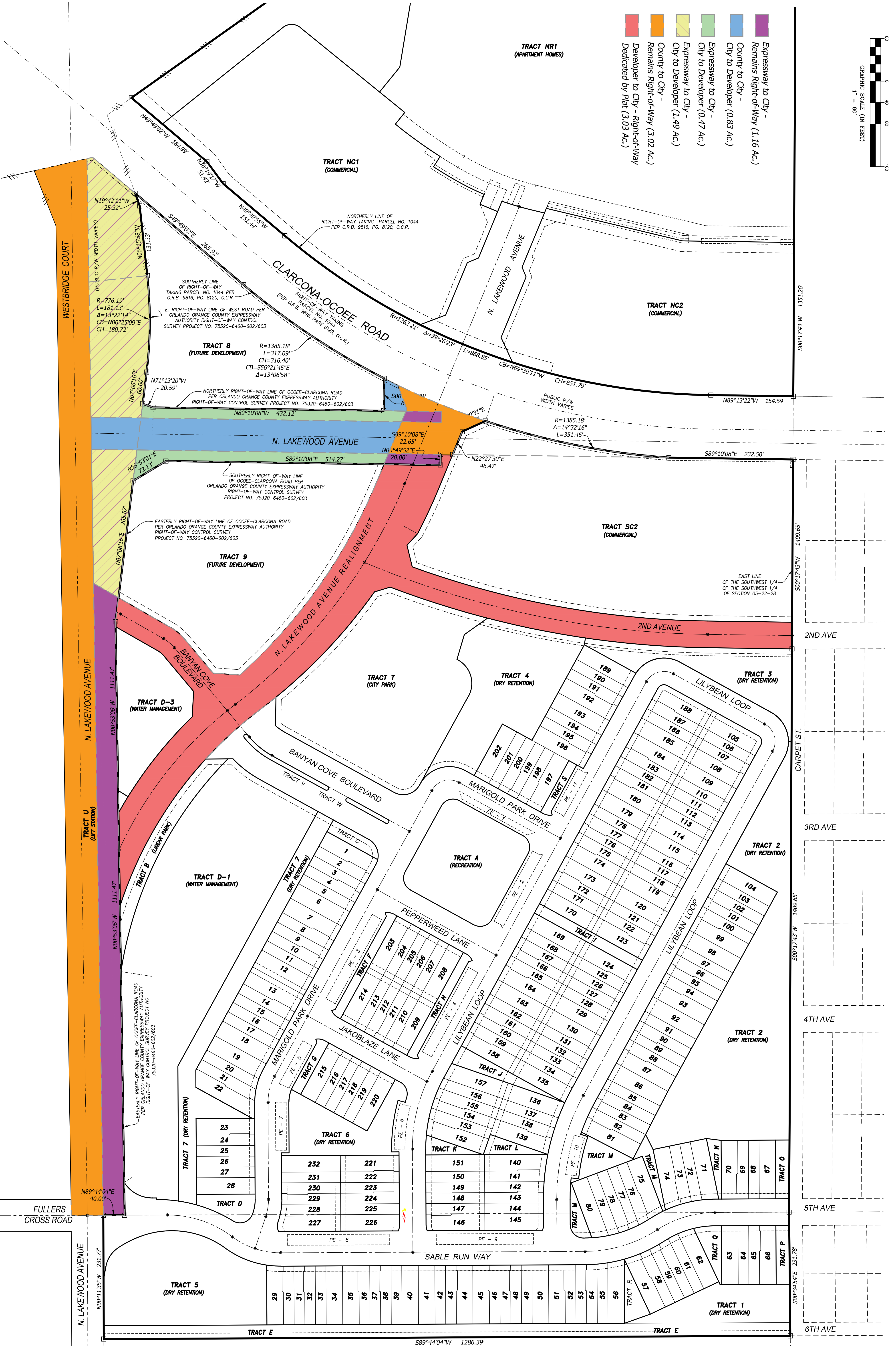
## REQUEST



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



<p style="text-align: center;">SCALE</p> <p style="text-align: center;">1" = 80'</p> <p style="text-align: center;">PROJECT</p> <p style="text-align: center;">2018-017</p> <p style="text-align: center;">SHEET</p> <p style="text-align: center;">1 of 1</p>	<p style="text-align: center;">DRAWN:</p> <p style="text-align: center;">BF</p> <p style="text-align: center;">DESIGNED:</p> <p style="text-align: center;">CHECKED:</p> <p style="text-align: center;">RCW</p> <p style="text-align: center;">DATE:</p> <p style="text-align: center;">10/15/21</p>	<p><b>LAKWOOD AVENUE &amp; CLARCONA-OCOOE ROAD R/W EXCHANGE EXHIBIT (OCOOE VILLAGE)</b></p> <p>SECTIONS 5 &amp; 8, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.</p>	<p><b>WOHLFARTH CONSULTING GROUP LLC</b></p> <p>ENGINEERS &amp; PLANNERS</p> <p>Certificate of Authorization No. LB 8214</p> <p>246 N. WESTMONTA DRIVE, ALTAMONTE SPRINGS, FL 32714</p> <p>(407) 750-3123</p> <p>ORLANDO</p>

## 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.

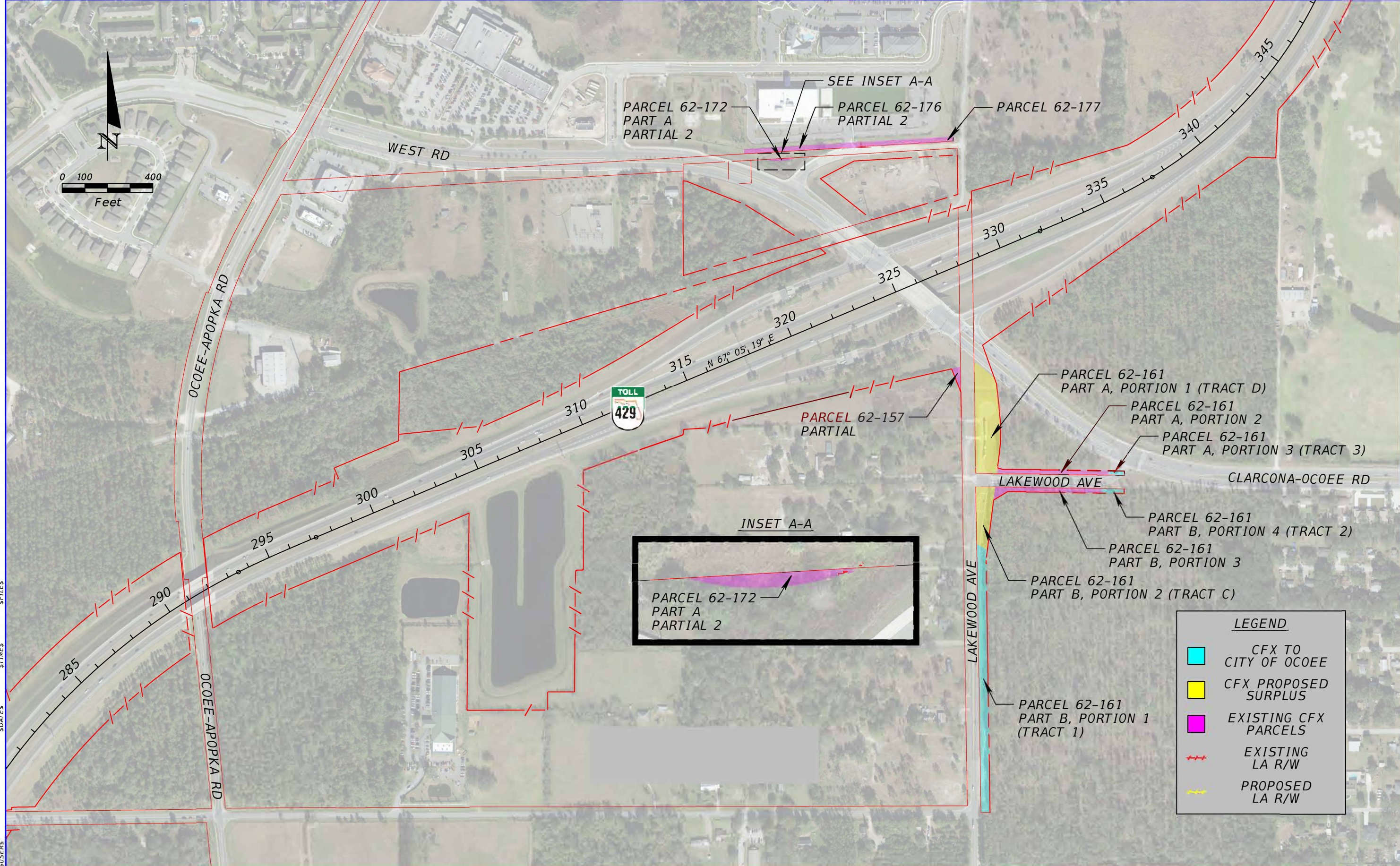
Sincerely,



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



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. 2022-\_\_\_\_\_  
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 \_\_\_\_\_ 2022.

Sean Parks, 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

REVISIONS	DATE	BY	DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
REVISED	11/18/21	BF	11/03/21	BF	WW	N/A





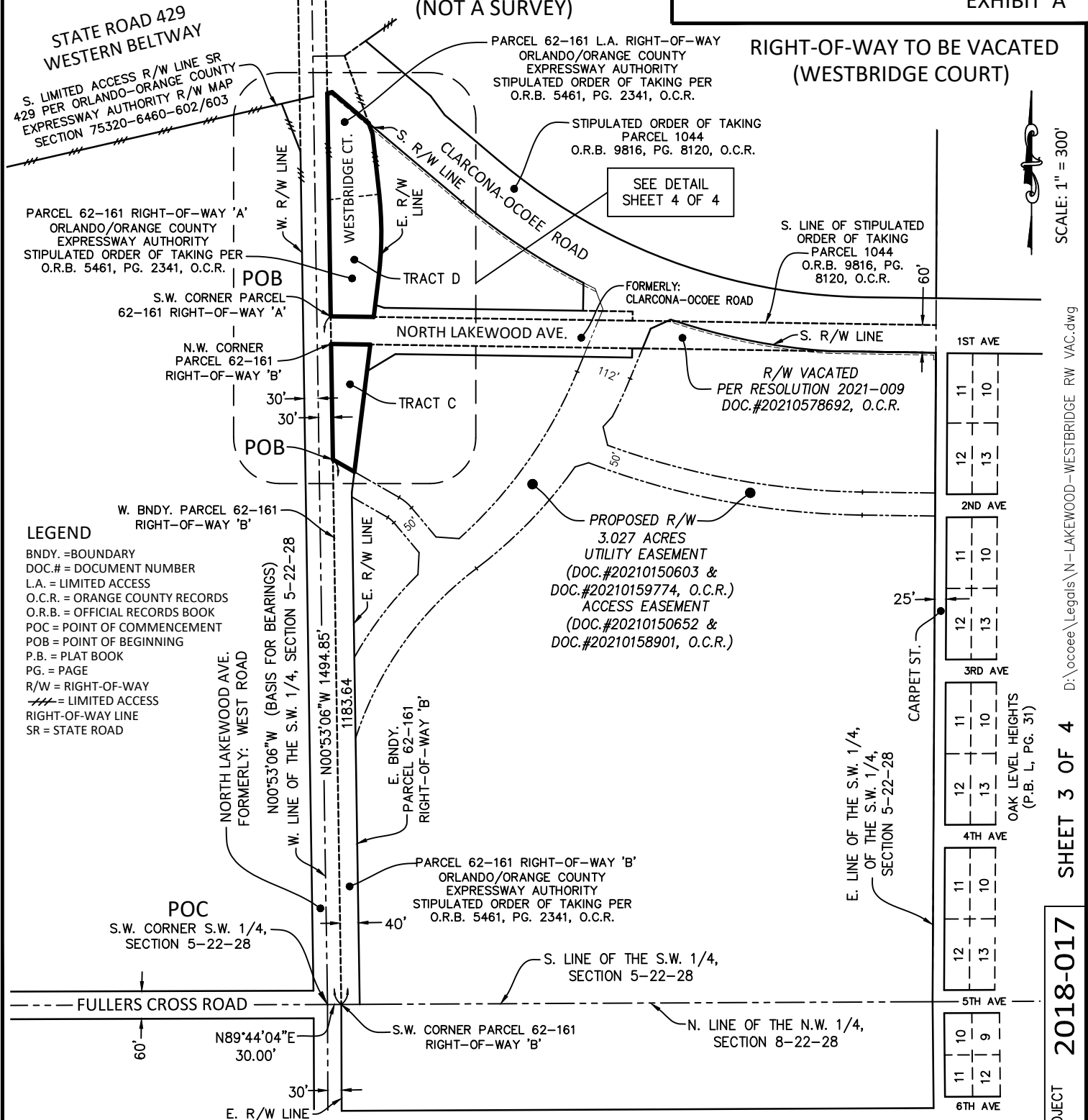
**WOHLFARTH CONSULTING GROUP LLC**  
ENGINEERS, PLANNERS

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
- L.A. = LIMITED ACCESS
- 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
- SR = STATE ROAD

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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CERTIFICATE OF AUTHORIZATION NO. LB8214

**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

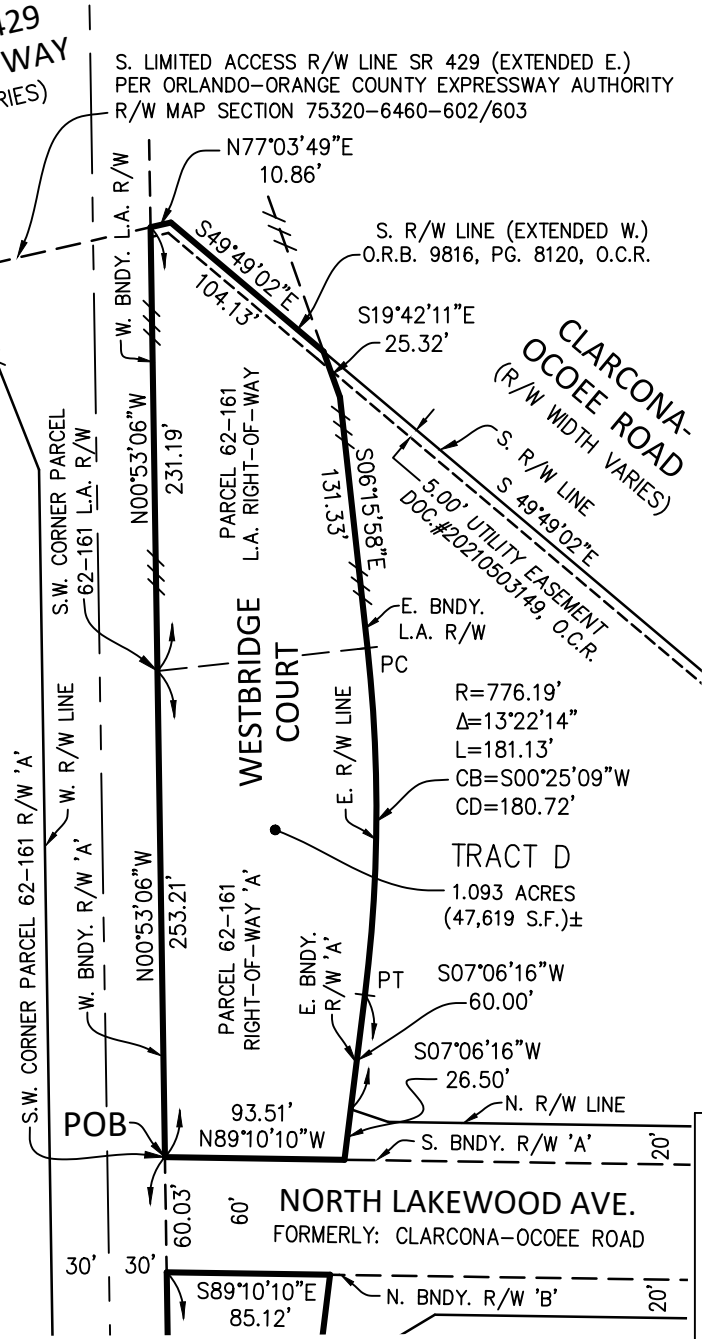
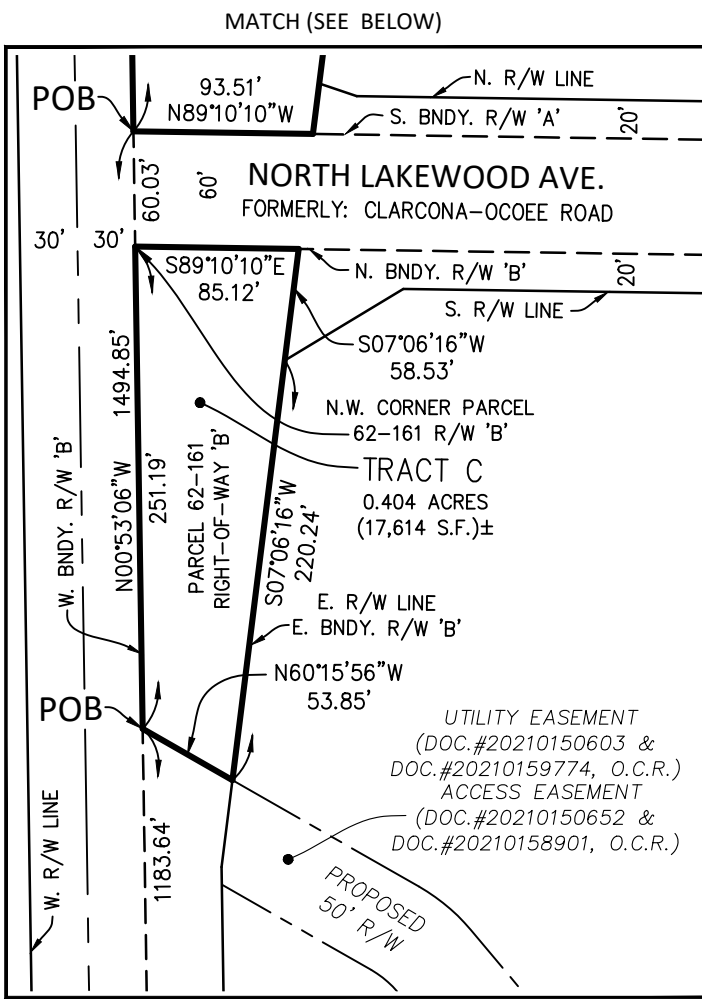
SCALE: 1" = 100'

**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)



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SHEET 4 OF 4

PROJECT NO. 2018-017

REVISIONS	DATE	BY	DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
REVISED	11/18/21	BF	11/03/21	BF	WW	N/A