

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
RIGHT OF WAY COMMITTEE MEETING
March 22, 2023
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 NOVEMBER 16, 2022 RIGHT OF WAY COMMITTEE MEETING MINUTES (action item)

D. AGENDA ITEMS

- 1. RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS NECESSARY FOR THE EXPRESSWAY SYSTEM
PROJECT: STATE ROAD 516 LAKE-ORANGE EXPRESSWAY, 516-237 and 516-238
PARCEL NUMBERS: 51-131, 51-132A, 51-132B, 51-832, 51-135, 51-137, 51-202, 51-203, 51-204, and 51-208
*David Shontz, Shutts and Bowen LLP (action item)***
- 2. JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROJECT: STATE ROAD 516 LAKE-ORANGE EXPRESSWAY, 516-236
*Laura Newlin Kelly, Associate General Counsel (action item)***
- 3. PROPERTY ACQUISITION, DISPOSITION & PERMITTING POLICY
*Diego "Woody" Rodriguez, General Counsel (action item)***

(CONTINUED ON PAGE 2)

4. **BOARD APPROVED ITEM:**
RIGHT-OF-WAY ACQUISITION AGREEMENT BETWEEN SUBURBAN LAND RESERVE, INC. AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROJECT: NORTHEAST CONNECTOR EXPRESSWAY
Diego "Woody" Rodriguez, General Counsel (info item)

E. OTHER BUSINESS

F. ADJOURNMENT

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Right of Way Committee Meeting
November 16, 2022

Committee Members Present:

John Denninghoff, Brevard County Representative, Chairman
Christopher Murvin, Citizen Representative
Laurie Botts, City of Orlando Representative
Mindy Cummings, Orange County Representative
Neil Newton, Seminole County Representative, Alternate
Steven Kane, Osceola County Representative

Committee Members Not Present:

Juan Diaz, Citizen Representative
Brian Sheahan, Lake County Representative

CFX Staff Present:

Diego "Woody" Rodriguez, General Counsel
Lisa Lumbar, Chief Financial Officer
Michelle Maikisch, Chief of Staff (Incoming Executive Director)
Sandy Kemraj, Recording Secretary

Item A: CALL TO ORDER

The meeting was called to order at 2:00 p.m. by Chairman John Denninghoff. Recording Secretary, Sandy Kemraj, called the roll and announced there was a quorum. Mr. Denninghoff recognized Mayor Nelson of the City of Apopka.

Item B: PUBLIC COMMENT

There was no public comment.

Item C: APPROVAL OF SEPTEMBER 21, 2022 RIGHT OF WAY COMMITTEE MEETING MINUTES

A motion was made by Ms. Cummings and seconded by Ms. Botts to approve the September 21, 2022 minutes as presented.

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

Item D.1: AGREEMENT REGARDING MODIFICATION OF DRAINAGE EASEMENT BETWEEN CFX AND ELYSIAN LUXURY LIVING, LLC, PROJECT 429-653, STATE ROAD 429, PARCEL 808

General Counsel Rodriguez provided the Committee with a brief history of the project stating that in order to develop real property encumbered by an existing drainage easement, Elysian Luxury Living, LLC (“Elysian”) desires to relocate the location of CFX’s existing drainage easement in accordance with the terms and conditions of a proposed Agreement Regarding Modification of Drainage Easement (“the Agreement”).

In exchange and in consideration for agreeing to relocate the easement, Elysian 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. 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. General Counsel Rodriguez advised that one of the primary differences between the easements is that the current easement is above ground and the new easement will allow for underground drainage. CFX will maintain the new easement location.

General Counsel Rodriguez further advised the Committee that pursuant to CFX’s Property Acquisition, Disposition & Permitting Procedures Manual, CFX’s General Engineering Consultant (“GEC”), along with CFX staff, have examined the proposed Relocated Easement Area and determined that the relocation of a portion of the Existing Drainage Easement would not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety. All cost on design and replacement will be borne by property owner and CFX will not release existing easement until such time as the other easement is to CFX’s satisfaction.

A motion was made by Ms. Cummings and seconded by Mr. Murvin to recommend to the Board, approval of the agreement regarding modification of drainage easement between CFX and Elysian Luxury Living, LLC, subject to any minor or clerical modifications approved by the GEC, General Counsel Rodriguez or Executive Director Kelley.

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

Item D.2.: Property Exchange Agreement between the Central Florida Expressway Authority, City of Apopka, Florida, and Bluescope Properties Group LLC, Project: 429-201, Parcel Number: 150

General Counsel Rodriguez provided the Committee with a brief history of the project. CFX acquired fee simple ownership of that certain real property known as Parcel 150 (“CFX Pond Property”) for the construction, operation and maintenance of a stormwater retention pond serving the needs of State Road 429 (“Existing Pond”). In order to minimize environmental impacts of development to the nearby environmentally sensitive wildlife park and to encourage development of the real property located adjacent to the CFX Pond Property, the City of Apopka (“City”) requested CFX’s consent to the relocation of the Existing Pond to real property located in Orange County contiguous to another current CFX floodplain compensation pond and in close proximity to the CFX Pond.

As consideration for exchanging the CFX Pond Property with the Replacement Pond Property, the developer, Bluescope Properties Group LLC (“Bluescope”), will, at its sole cost and expense, design, permit, engineer, construct and excavate a replacement stormwater retention pond on the Replacement Pond Property (“Replacement Pond”) and adjacent stormwater conveyance facilities conveying the stormwater drainage from State Road 429 to the Replacement Pond in accordance with the terms and conditions of the proposed Property Exchange Agreement (“Agreement”). Pursuant to the terms of the Agreement, upon inspection and acceptance of the Replacement Pond by CFX, Bluescope will convey to the City, and the City will subsequently convey to CFX the Replacement Pond Property.

General Counsel Rodriguez further advised that pursuant to CFX’s Property Acquisition, Disposition & Permitting Procedures Manual, CFX’s General Engineering Consultant (“GEC”), along with CFX Staff, have examined the proposed Replacement Pond Property and determined that the relocation of the Existing Pond and the exchange of the CFX Pond Property for the Replacement Pond Property and the release of the Existing LA Lines in accordance with the terms and conditions of the Agreement would not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety.

A motion was made by Ms. Botts and seconded by Ms. Cummings to recommend to the Board, approval of the agreement regarding property exchange between the Central Florida Expressway Authority, City of Apopka, Florida, and Bluescope Properties Group LLC, subject to any minor or clerical modifications or revisions approved by the General Engineering Consultant, General Counsel or designee.

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

Item E1: OTHER BUSINESS

Graham Wigle with Protiviti presented a review of CFX’s Right of Way Audit Manual. Mr. Graham provided an overview of the Audit plan. He touched on the three prongs of the Audit manual and what governs the manual: the acquisition, disposition and uses of real property. In order to make recommendations as part of his audit, Mr. Graham conducted interviews with other governing entities to compare their policies and procedures with CFX’s existing policy. His finding was that CFX’s current manual was silent about certain procedures and ambiguous about others. The result of his research was to suggest some high-level themes to allow CFX to administer the right level of review on certain transactions and procedures. Certain illustrative examples were provided to the Committee for consideration.

Item E2: OTHER BUSINESS

In other business, General Counsel Rodriguez presented the 2023 Right of Way meeting dates to the Committee for informational and scheduling purposes.

Chairman Denninghoff announced that the next Right of Way Committee meeting is scheduled for Wednesday, January 18, 2023 at 2:00 p.m.

Item F: ADJOURNMENT

Chairman Denninghoff adjourned the meeting at approximately 2:54 p.m.

Minutes approved on _____, 2023.

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

DRAFT



MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: David A. Shontz, Esq., Shutts & Bowen LLP

DATE: March 15, 2023

SUBJECT: Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System
Project: State Road 516, Lake-Orange Expressway, 516-237 and 516-238
Parcel Numbers: 51-131, 51-132A, 51-132B, 51-832, 51-135, 51-137, 51-202, 51-203, 51-204 and 51-208

BACKGROUND

In September 2020, the Central Florida Expressway Authority (“CFX”) began design of a new four-lane limited access expressway from US 27 to SR 429 which has been designated as SR 516 Lake-Orange Expressway Project. The SR 516 Lake-Orange Expressway Project is divided into three segments 516-236, 516-237 and 516-238 for design and construction purposes. The new expressway is expected to improve connectivity between Lake and Orange counties, as well as meet future traffic needs.

The approval of the Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System attached hereto as **Attachment “A”** (“Resolution”) is being sought in accordance with applicable Florida law governing eminent domain and property acquisition procedures. Additionally, the Resolution is being sought as a step in the process of property acquisition consistent with the requirements of the CFX Property Acquisition and Disposition Procedures Manual.

Acquisition of the following parcels are necessary for the construction of the SR 516 Lake-Orange Expressway Project as more particularly depicted on **Attachment “B”** attached hereto:

1. Parcel 51-131 is a fee simple acquisition of 22.875 acres in Part A for limited access right of way, 4.565 acres in Part B for right of way, and 5,548 sf in Part C for right of way.
2. Parcel 51-132A is a fee simple acquisition of 43.833 acres in Part 1 for limited access right of way, 40.597 acres in Part 2 for limited access right of way, 22.198 acres in Part 3 for right of way, 86.767 acres in Part 4 for right of way, 66.703 acres in Part 5 for right of way, limited access rights only in Part 6, limited access rights only in Part 7, limited access rights only in Part 8, limited access rights only in Part

- 9, more or less, from property in Lake County, Florida;
3. Parcel 51-132B is a fee simple acquisition of 1.000 acres for right of way, more or less, from property located in Orange County, Florida;
 4. Parcel 51-832 is a perpetual easement of 13,614 sf in Part A, 15,802 sf in Part B and .547 acres in Part C, more or less, from property located in Lake County, Florida;
 5. Parcel 51-135 is a fee simple acquisition of 2.000 acres in Part A for right of way, 14.683 acres in Part B for right of way, 82.598 acres in Part C for right of way, more or less from property located in Lake County, Florida;
 6. Parcel 51-137 is a fee simple acquisition of 7,632 sf for right of way, more or less from property located in Lake County, Florida;
 7. Parcel 51-202 is a fee simple acquisition of 6.558 acres for limited access right of way, more or less from property located in Orange County, Florida;
 8. Parcel 51-203 is a fee simple acquisition of 15.483 acres in Part A for limited access right of way, 4.704 acres in Part B for right of way and limited access rights only for Part C, more or less from property located in Orange County, Florida;
 9. Parcel 51-204 is a fee simple acquisition of 27.414 acres in Part A for limited access right of way, 11.126 acres in Part B for limited access right of way, 2.940 acres in Part C for right of way and limited access rights only for Part D, more or less from property located in Orange County, Florida;
 10. Parcel 51-208 is a fee simple acquisition of 1,450 sf for right of way, more or less from property located in Orange County, Florida;

REQUEST

A recommendation of the Right-of-Way Committee for the Board's approval and adoption of the attached Resolution to allow the acquisition of Parcels 51-131, 51-132A, 51-132B, 51-832, 51-135, 51-137, 51-202, 51-203, 51-204 and 51-208 for the construction of SR 516 Lake-Orange Expressway Project.

ATTACHMENT

- A. Resolution for Parcels 51-131, 51-132A, 51-132B, 51-832, 51-135, 51-137, 51-202, 51-203, 51-204 and 51-208
- B. Map

ATTACHMENT "A"

Resolution No. 2023-_____

Project Nos. 516-237 and 516-238

Parcel Nos. 51-131, 51-132A, 51-132B, 51-832, 51-135, 51-137, 51-202, 51-203, 51-204, and
51-208

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DECLARING PROPERTY AS NECESSARY FOR THE
EXPRESSWAY SYSTEM**

WHEREAS, the Central Florida Expressway (“CFX”), is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway System”), and is further authorized to construct any extensions, additions or improvements to the Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications, or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the Expressway System is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers CFX to acquire private or public property and property rights as CFX may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers CFX to construct any extensions, additions or improvements to the Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, CFX has been granted the right to acquire private and public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, CFX has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the Expressway System, including the State Road 516 Lake-Orange Expressway Project 516-237 and 516-238, and CFX has determined that to do so it is necessary and in the public interest that CFX obtain certain parcels of land in Orange County, Florida and in Lake County, Florida in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as **Exhibit “A”** (“Property”).

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

Section 1. That for the above reasons, CFX hereby declares it is reasonably necessary, practical and in the best interest of the public and CFX that the fee simple interest, easement, temporary construction easement, water retentions areas and such other property interests as may be within the scope of the descriptions set forth in Exhibit "A" attached hereto be acquired in the name of CFX by gift, devise, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida and Lake County, Florida heretofore as described in the Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. CFX, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other property interests as described in the attached Exhibit "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of CFX all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.

Section 3. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2023.

Jerry Demings, Chairman

ATTEST: _____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality for the exclusive use and reliance of CFX.

Diego "Woody" Rodriguez
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-131
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE
 LEGAL DESCRIPTION:

EXHIBIT "A"

PART A:

A parcel of land lying in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 4164, page 1422 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet for a POINT OF BEGINNING; thence continue South 00°16'58" East along said East line a distance of 361.72 feet; thence departing said East line run South 88°26'16" West a distance of 307.52 feet; thence North 88°41'49" West a distance of 50.01 feet; thence South 88°26'16" West a distance of 76.03 feet to the beginning of a non-tangent curve concave Northerly, having a radius of 7743.83 feet, a chord bearing of South 87°58'37" West and a chord distance of 654.31 feet; thence from a tangent bearing of South 85°33'20" West, run Westerly along the arc of said curve through a central angle of 04°50'34" a distance of 654.51 feet to the point of tangency; thence North 89°36'06" West a distance of 389.94 feet to the point of curvature of a curve concave Southerly and having a radius of 10895.17 feet, a chord bearing of South 87°15'12" West and a chord distance of 1195.49 feet; thence run Westerly along the arc of said curve through a central angle of 06°17'24" a distance of 1196.09 feet to a point on the South line of the North 1/2 of the Southwest 1/4 of said Section 35; thence departing said curve run North 89°32'24" West along said South line a distance of 1236.63 feet; thence departing said South line run North 00°31'17" West a distance of 27.25 feet to the point of curvature of a curve concave Easterly and having a radius of 100.50 feet, a chord bearing of North 10°56'16" East and a chord distance of 39.93 feet; thence run Northerly along the arc of said curve through a central angle of 22°55'06" a distance of 40.20 feet to the end of said curve; thence departing said curve run North 00°31'17" West a distance of 104.90 feet; thence South 38°45'56" East a distance of 113.68 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11165.00 feet, a chord bearing of North 81°40'51" East and a chord distance of 1343.95 feet; thence from a tangent bearing of North 78°13'49" East, run Easterly along the arc of said curve through a central angle of 06°54'03" a distance of 1344.76 feet to the end of said curve; thence departing said curve run North 55°14'34" East a distance of 50.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11190.00 feet, a chord bearing of North 86°26'49" East and a chord distance of 427.23 feet; thence from a tangent bearing of North 85°21'12" East, run Easterly along the arc of said curve through a central angle of 02°11'16" a distance of 427.25 feet to the end of said curve; thence departing said curve run South 62°35'57" East a distance of 50.38 feet; thence North 86°17'28" East a distance of 304.89 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11177.00 feet, a chord bearing of North 89°51'47" East and a chord distance of 208.84 feet; thence from a tangent bearing of North 89°19'40" East, run Easterly along the arc of said curve through a central angle of 01°04'14" a distance of 208.84 feet to the point of tangency; thence South 89°36'06" East a distance of 389.94 feet to the point of curvature of a curve concave Northerly and having a radius of 7462.00 feet, a chord bearing of North 88°07'52" East and a chord distance of 590.37 feet; thence run Easterly along the arc of said curve through a central angle of 04°32'03" a distance of 590.52 feet to a point of compound curvature of a curve concave Northerly and having a radius of 2204.00 feet, a chord bearing of North 79°19'19" East and a chord distance of 502.21 feet; thence run Easterly along the arc of said curve through a central angle of 13°05'02" a distance of 503.30 feet to the POINT OF BEGINNING.

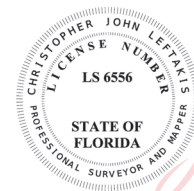
Containing 22.875 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

SURVEYOR'S CERTIFICATION

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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:




Digitally signed by Christopher J Leftakis
 DN: c=US, o=Florida,
 dnQualifier=A01410D00000181
 2054F18100022F25,
 cn=Christopher J Leftakis
 Date: 2023.03.06 14:57:46 -05'00'

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

CHRISTOPHER J. LEFTAKIS,
 PROFESSIONAL SURVEYOR & MAPPER No. 6556

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 NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, HAVING A BEARING OF SOUTH 89°41'44" EAST.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MARCH 6, 2023.
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 LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5087816, EFFECTIVE DATE MARCH 09, 2021.
7. THIS SKETCH IS NOT A SURVEY.
 SEE SHEETS 3-7 FOR SKETCH OF DESCRIPTION

DATE	MARCH 6, 2023	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-131
DRAWN BY	P. MCANALLY			
CHECKED BY	J. CAMPBELL			
GEODATA PROJECT NO.	B40-01			
REVISION	BY	DATE		SCALE: N/A SHEET 1 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-131
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART B:

A parcel of land lying in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 4164, page 1422 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 1160.79 feet for a POINT OF BEGINNING; thence departing said East line run South 88°26'16" West a distance of 307.52 feet; thence North 88°41'49" West a distance of 50.01 feet; thence South 88°26'16" West a distance of 76.03 feet to the beginning of a non-tangent curve concave Northerly, having a radius of 7743.83 feet, a chord bearing of South 87°58'37" West and a chord distance of 654.31 feet; thence from a tangent bearing of South 85°33'20" West, run Westerly along the arc of said curve through a central angle of 04°50'34" a distance of 654.51 feet to the point of tangency; thence North 89°36'06" West a distance of 389.94 feet to the point of curvature of a curve concave Southerly, having a radius of 10895.17 feet, a chord bearing of South 87°15'12" West and a chord distance of 1195.49 feet; thence run Westerly along the arc of said curve through a central angle of 06°17'24" a distance of 1196.09 feet to the end of said curve and a point on the South line of the North 1/2 of the Southwest 1/4 of said Section 35; thence departing said curve run South 89°32'24" East along said South line a distance of 33.62 feet to the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 35; thence South 89°07'15" East along the South line of the North 1/2 of the Southeast 1/4 of said Section 35 a distance of 2638.68 feet to the Southeast corner of said North 1/2 of the Southeast 1/4 of said Section 35; thence departing said South line run North 00°16'58" West along the aforesaid East line of the Southeast 1/4 of said Section 35 a distance of 127.76 feet to the POINT OF BEGINNING.

Containing 4.565 acres, more or less.

PART C:


A parcel of land lying in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 4164, page 1422 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence North 89°36'59" West along the South line of the North 1/2 of said Section 35 a distance of 3927.15 feet to a point on the existing Easterly Right of Way line of Cook Road, lying 33.00 feet easterly of as measured perpendicular to the to the West line of the East 3/4 of said Section 35; thence departing said South line run South 00°23'59" East along said existing Easterly Right of Way line a distance of 931.68 feet for a POINT OF BEGINNING; thence continue South 00°23'59" East along said existing Easterly Right of Way line a distance of 332.36 feet to a point on the South line of the North 1/2 of the Southwest 1/4 of Section 35; thence departing said existing Easterly Right of Way line run South 89°32' 24" East along said South line a distance of 16.02 feet; thence departing said South line run North 00°31'17" West a distance of 27.25 feet to the point of curvature of a curve concave Easterly having a radius of 100.50 feet, a chord bearing of North 10°56'16" East and a chord distance of 39.93 feet; thence run Northerly along the arc of said curve through a central angle of 22°55'06" a distance of 40.20 feet to the end of said curve; thence departing said curve run North 00°31'17" West a distance of 104.90 feet; thence North 08°43'14" West a distance of 163.01 feet to the POINT OF BEGINNING.

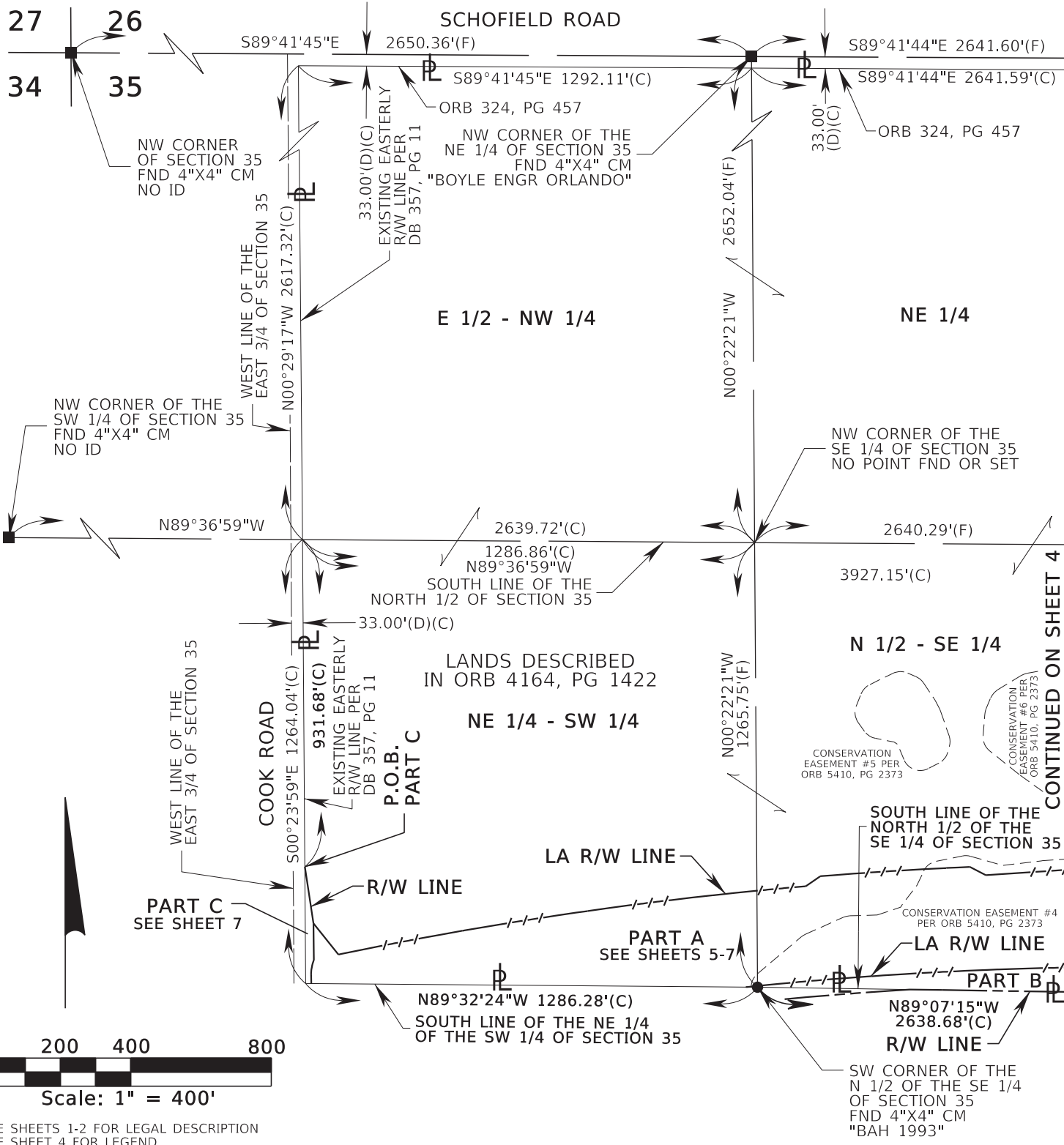
Containing 5548 square feet, more or less.

Containing an aggregate total of 27.568 acres, more or less.

SEE SHEETS 3-7 FOR SKETCH OF DESCRIPTION

DATE MARCH 6, 2023		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-131
DRAWN BY P. MCANALLY				
CHECKED BY J. CAMPBELL			SCALE: N/A	
GEODATA PROJECT NO. 840-01				SHEET 2 OF 7
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-131



CONTINUED ON SHEET 4



SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
 SEE SHEET 4 FOR LEGEND

DATE	MARCH 6, 2023	
DRAWN BY	P. MCANALLY	
CHECKED BY	J. CAMPBELL	
GEODATA PROJECT NO.	840-01	
REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
51-131

SCALE: 1"=400'

SHEET 3 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-131

NORTH LINE OF THE NE 1/4 OF SECTION 35
 S89°41'44"E 2641.60'(F)

S89°41'44"E 2641.59'(C)
 SCHOFIELD ROAD

ORB 324, PG 457

LEGEND

- (C) = CALCULATED
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- CM = CONCRETE MONUMENT
- (D) = DEED
- DB = DEED BOOK
- Δ = DELTA (CENTRAL ANGLE)
- (F) = FIELD
- FND = FOUND
- ID = IDENTIFICATION
- IRC = IRON ROD & CAP
- L = LENGTH
- LA = LIMITED ACCESS
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PCC = POINT OF COMPOUND CURVE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PL = PROPERTY LINE
- R = RADIUS
- R/W = RIGHT OF WAY
- S.F. = SQUARE FEET
- SR = STATE ROAD
- TB = TANGENT BEARING

NE 1/4

P.O.C.
 NE CORNER OF THE
 SE 1/4 OF SECTION 35
 FND 5/8" IRC
 "BOYLE ENGR. CORP."

LANDS DESCRIBED
 IN ORB 4164, PG 1422

2640.29'(F)
 N89°36'59"W 3927.15'(C)

SOUTH LINE OF THE
 NORTH 1/2 OF SECTION 35

N 1/2 - SE 1/4

CONSERVATION
 EASEMENT #6 PER
 ORB 5410, PG 2373

LA R/W LINE

P.O.B.
 PART A

PART A
 SEE SHEETS 5-7

LA R/W LINE

CONSERVATION EASEMENT #4
 PER ORB 5410, PG 2373

PART B
 SEE SHEETS 5-7

N89°07'15"W 2638.68'(C)

SOUTH LINE OF THE NORTH 1/2
 OF THE SE 1/4 OF SECTION 35

R/W LINE

TOWNSHIP 23 SOUTH
 TOWNSHIP 24 SOUTH

35 36
 2 1

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION

DATE	MARCH 6, 2023
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	840-01
REVISION	BY DATE



GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

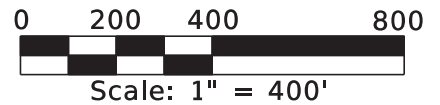
SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
 51-131

SCALE: 1"=400'

SHEET 4 OF 7

NE CORNER OF
 SECTION 35
 FND 4"X4" CM
 NO ID



CONTINUED ON SHEET 3

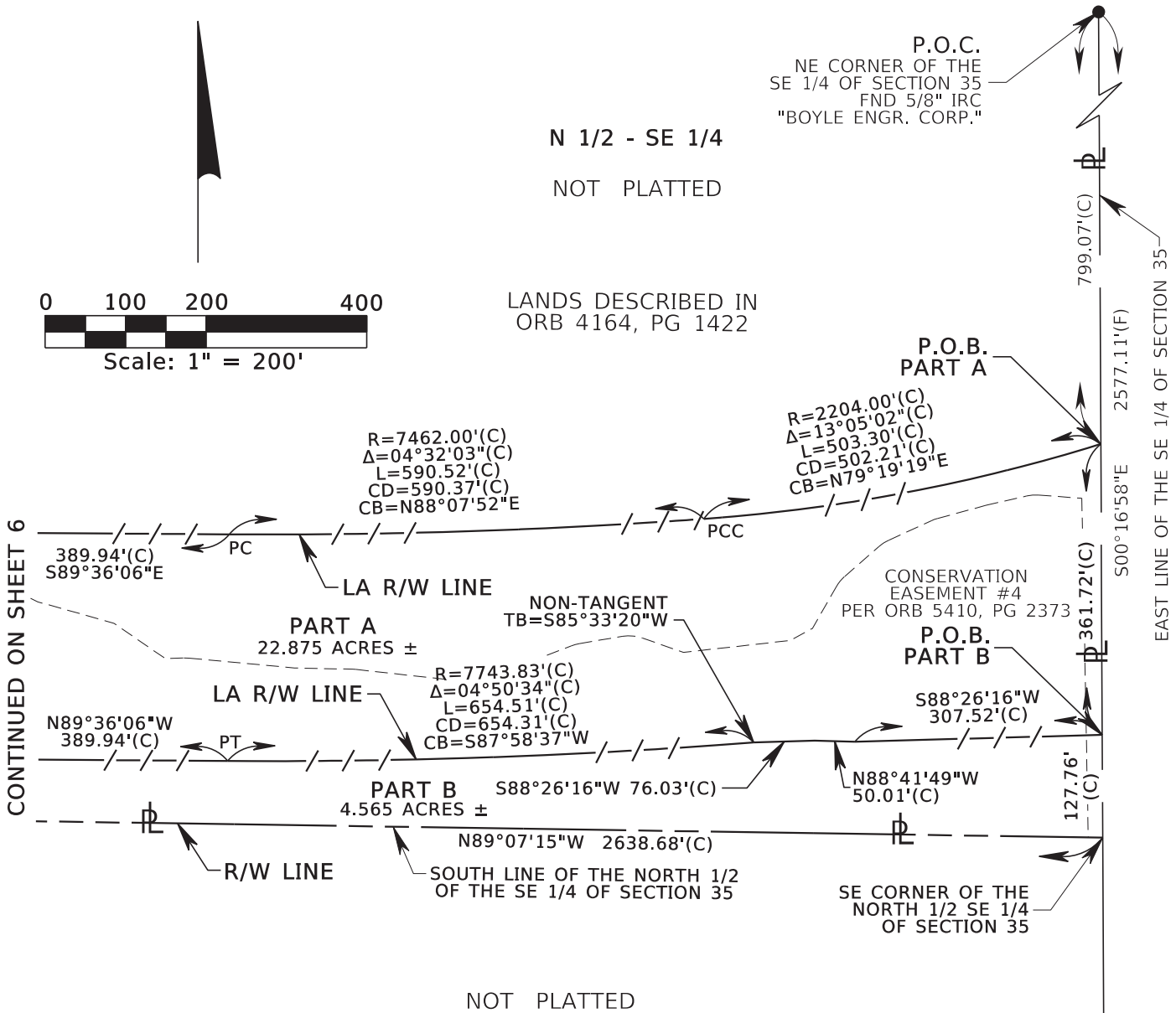
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-131



N 1/2 - SE 1/4
 NOT PLATTED



LANDS DESCRIBED IN
 ORB 4164, PG 1422



SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
 SEE SHEET 4 FOR LEGEND

DATE	MARCH 6, 2023	
DRAWN BY	P. MCANALLY	
CHECKED BY	J. CAMPBELL	
GEODATA PROJECT NO.	B40-01	
REVISION	BY	DATE



1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
 51-131

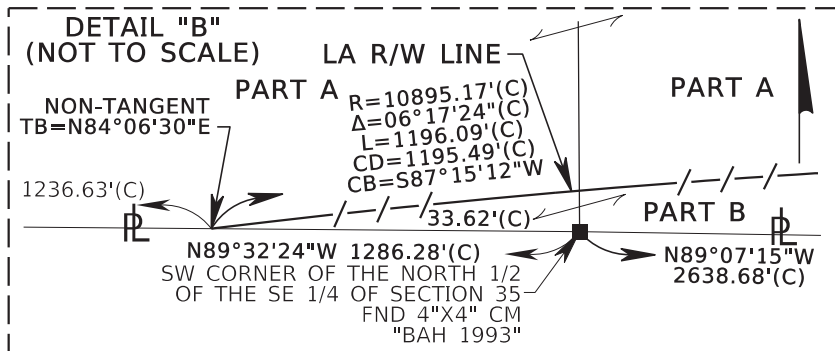
SCALE: 1"=200'

SHEET 5 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-131

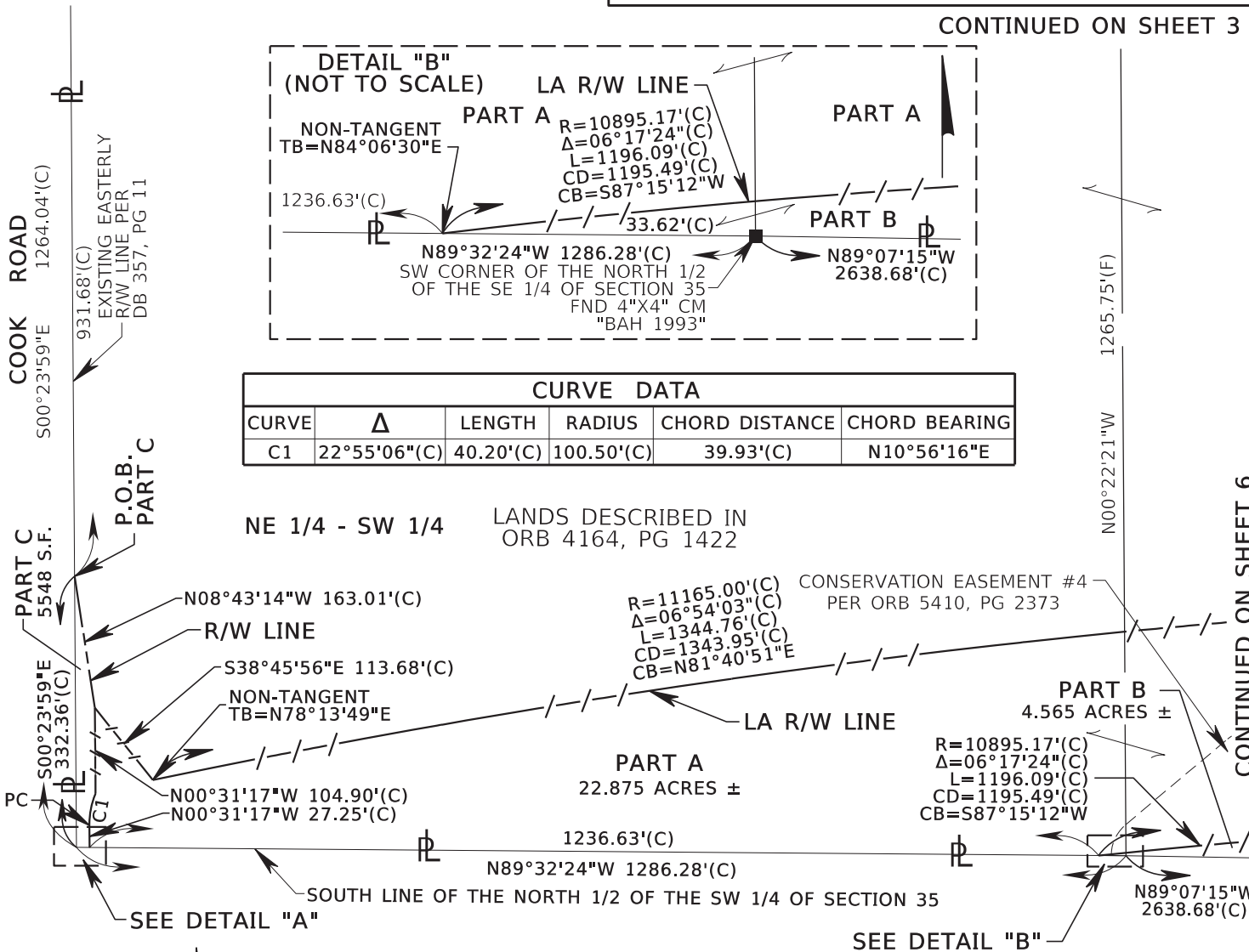
CONTINUED ON SHEET 3

CONTINUED ON SHEET 3



CURVE DATA					
CURVE	Δ	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
C1	22°55'06"(C)	40.20'(C)	100.50'(C)	39.93'(C)	N10°56'16"E

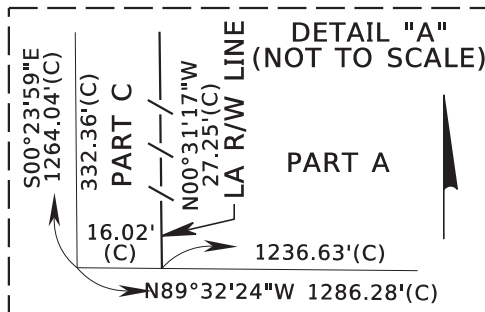
NE 1/4 - SW 1/4 LANDS DESCRIBED IN ORB 4164, PG 1422



CONTINUED ON SHEET 6

SEE DETAIL "A"

SEE DETAIL "B"



Scale: 1" = 200'

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
 SEE SHEET 4 FOR LEGEND

DATE	MARCH 6, 2023	
DRAWN BY	P. MCANALLY	
CHECKED BY	J. CAMPBELL	
GEODATA PROJECT NO.	840-01	
REVISION	BY	DATE



1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
 51-131

SCALE: 1"=200'

SHEET 7 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132A
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

PART 1:

A parcel of land lying in Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northwest corner of the Southwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence South 00°16'58" East along the west line of said Southwest 1/4 a distance of 799.07 feet for a POINT OF BEGINNING, said point being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet, a chord bearing of North 66°19'23" East and a chord distance of 495.71 feet; thence departing said West line from a tangent bearing of North 72°46'48" East, run Easterly along the arc of said curve through a central angle of 12°54'51" a distance of 496.77 feet to the end of said curve; thence departing said curve run South 48°12'01" East a distance of 63.72 feet to the beginning of a non-tangent curve concave Northwesterly, having a radius of 2264.67 feet, a chord bearing of North 57°01'53" East and a chord distance of 184.51 feet; thence from a tangent bearing of North 59°21'58" East, run Northeasterly along the arc of said curve through a central angle of 04°40'09" a distance of 184.56 feet to the end of said curve; thence departing said curve run North 53°22'48" East a distance of 217.56 feet; thence North 54°41'48" East a distance of 31.35 feet; thence North 68°37'55" East a distance of 20.76 feet; thence North 54°41'48" East a distance of 257.82 feet to the point of curvature of a curve concave Southeasterly, having a radius of 2319.33 feet, a chord bearing of North 57°50'20" East and a chord distance of 254.26 feet; thence run Northeasterly along the arc of said curve through a central angle of 06°17'03" a distance of 254.39 feet to the end of said curve; thence departing said curve run North 07°32'05" East a distance of 75.00 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 2380.00 feet, a chord bearing of North 64°04'33" East and a chord distance of 167.74 feet; thence from a tangent bearing of North 62°03'23" East, run Northeasterly along the arc of said curve through a central angle of 04°02'20" a distance of 167.77 feet to the end of said curve and the beginning of a non-tangent curve concave Southeasterly, having a radius of 2382.52 feet, a chord bearing of North 66°21'47" East and a chord distance of 218.60 feet; thence from a tangent bearing of North 63°44'01" East, run Northeasterly along the arc of said curve through a central angle of 05°15'32" a distance of 218.67 feet to a point of compound curvature of a curve concave Southerly, having a radius of 2389.00 feet, a chord bearing of North 75°40'21" East and a chord distance of 360.53 feet; thence run Easterly along the arc of said curve through a central angle of 08°39'17" a distance of 360.87 feet to the point of tangency; thence North 80°00'00" East a distance of 214.25 feet; thence North 45°00'00" East a distance of 4.38 feet; thence South 10°00'00" East a distance of 137.22 feet; thence South 45°00'00" East a distance of 69.84 feet; thence South 00°00'00" West a distance of 810.99 feet; thence South 35°02'58" West a distance of 85.90 feet; thence South 10°00'00" East a distance of 100.32 feet; thence North 72°02'21" West a distance of 48.37 feet;

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE

NOTES:

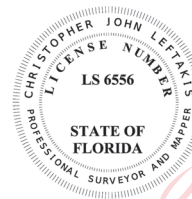
1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 26 EAST, HAVING A BEARING OF SOUTH 89°37'07" EAST.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MARCH 6, 2023.
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 LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5086329, EFFECTIVE DATE MAY 16, 2022.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 8-13 FOR SKETCH OF DESCRIPTION, SEE SHEET 14 FOR LEGEND & TABLES

SURVEYOR'S CERTIFICATION

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.


THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



Digitally signed by Christopher J Leftakis
 DN: c=US, o=Florida,
 dnQualifier=A01410D000001812
 054F18100022F25,
 cn=Christopher J Leftakis
 Date: 2023.03.13 16:49:19 -04'00'

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

CHRISTOPHER J. LEFTAKIS,
 PROFESSIONAL SURVEYOR & MAPPER No. 6556

DATE	MARCH 13, 2023	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-132A/B, 832
DRAWN BY	P. MCANALLY			
CHECKED BY	J. CAMPBELL			
GEODATA PROJECT NO.	B40-01			
REVISION	BY	DATE		SHEET 1 OF 15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132A
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION CONTINUED:

thence South 80°00'00" West a distance of 1204.52 feet to the point of curvature of a curve concave Northerly, having a radius of 993.00 feet, a chord bearing of South 86°20'25" West and a chord distance of 219.32 feet; thence run Westerly along the arc of said curve through a central angle of 12°40'51" a distance of 219.77 feet to the point of reverse curvature of a curve concave Southerly, having a radius of 470.50 feet, a chord bearing of South 88°13'19" West and a chord distance of 73.16 feet; thence run Westerly along the arc of said curve through a central angle of 08°55'04" a distance of 73.23 feet to the point of reverse curvature of a curve concave Northerly, having a radius of 7660.83 feet, a chord bearing of South 86°06'02" West and a chord distance of 624.89 feet; thence run Westerly along the arc of said curve through a central angle of 04°40'29" a distance of 625.06 feet to the point of tangency; thence South 88°26'16" West a distance of 47.68 feet; thence South 85°34'21" West a distance of 50.01 feet; thence South 88°26'16" West a distance of 20.16 feet; thence North 00°16'58" West a distance of 361.72 feet to the POINT OF BEGINNING.

containing 43.833 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

PART 2:


A parcel of land lying in Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Northeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°04'23" West along the East line of said Northeast 1/4 a distance of 1555.58 feet for a POINT OF BEGINNING; thence continue South 00°04'23" West along said East line a distance of 273.36 feet; thence departing said East line run South 67°05'42" West a distance of 905.60 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 2264.67 feet, a chord bearing of South 52°47'46" West and a chord distance of 681.16 feet; thence departing said East line from a tangent bearing of South 61°26'44" West, run Southwesterly along the arc of said curve through a central angle of 17°17'56" a distance of 683.76 feet to the point of tangency; thence South 44°08'48" West a distance of 334.68 feet to the point of curvature of a curve concave Northwesterly having a radius of 1937.33 feet, a chord bearing of South 59°34'24" West and a chord distance of 1030.68 feet; thence run Southwesterly along the arc of said curve through a central angle of 30°51'12" a distance of 1043.24 feet to the point of tangency; thence South 75°00'00" West a distance of 172.84 feet; thence South 18°51'22" West a distance of 73.05 feet; thence South 75°00'00" West a distance of 92.96 feet; thence North 15°00'00" West a distance of 116.75 feet; thence North 44°52'40" West a distance of 68.65 feet; thence North 00°00'00" East a distance of 840.43 feet; thence North 45°00'00" East a distance of 42.63 feet; thence North 00°00'00" East a distance of 173.21 feet; thence South 45°00'00" East a distance of 67.26 feet; thence North 90°00'00" East a distance of 259.28 feet to the point of curvature of a curve concave Northerly having a radius of 2195.00 feet, a chord bearing of North 89°10'42" East and a chord distance of 62.96 feet; thence run Easterly along the arc of said curve through a central angle of 01°38'37" a distance of 62.97 feet to the end of said curve; thence departing said curve run South 81°37'52" East a distance of 48.76 feet to the beginning of a non-tangent curve concave Northerly having a radius of 2204.00 feet, a chord bearing of North 78°36'06" East and a chord distance of 652.04 feet; thence from a tangent bearing of North 87°06'29" East, run Easterly along the arc of said curve through a central angle of 17°00'47" a distance of 654.44 feet to the point of tangency; thence North 70°05'42" East a distance of 589.51 feet; thence North 67°05'42" East a distance of 852.81 feet; thence South 67°54'18" East a distance of 74.48 feet; thence North 67°05'42" East a distance of 219.08 feet; thence North 22°05'42" East a distance of 25.46 feet; thence North 67°05'42" East a distance of 80.50 feet; thence South 67°54'18" East a distance of 25.46 feet; thence North 67°05'42" East a distance of 57.07 feet to the POINT OF BEGINNING.

Containing 40.597 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

SEE SHEETS 8-13 FOR SKETCH OF DESCRIPTION
 SEE SHEET 14 FOR LEGEND & TABLES

DATE	MARCH 13, 2023	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-132A/B, 832
DRAWN BY	P. MCANALLY			
CHECKED BY	J. CAMPBELL			
GEODATA PROJECT NO.	B40-01			
REVISION	BY	DATE		SHEET 2 OF 15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132A
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


PART 3:

A parcel of land lying in Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Northeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence North 89°36'46" West a distance of 2655.31 feet to the Northwest corner of said Northeast 1/4 of Section 36; thence South 00°04'44" East along the West line of said Northeast 1/4 of Section 36 a distance of 33.00 feet to a point on the Northerly boundary of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, for a POINT OF BEGINNING; thence run South 89°36'46" East along said Northerly boundary a distance of 541.26 feet; thence departing said Northerly boundary run South 22°35'59" East a distance of 306.50 feet; thence North 90°00'00" West a distance of 850.73 feet; thence South 06°17'38" West a distance of 91.22 feet; thence South 00°00'00" East a distance of 1477.22 feet; thence North 90°00'00" East a distance of 25.00 feet; thence South 00°00'00" East a distance of 416.41 feet; thence South 45°00'00" East a distance of 3.04 feet; thence South 00°00'00" East a distance of 173.21 feet; thence South 45°00'00" West a distance of 42.63 feet; thence South 00°00'00" East a distance of 840.43 feet; thence South 44°52'40" East a distance of 68.65 feet; thence South 15°00'00" East a distance of 116.75 feet; thence South 75°00'00" West a distance of 20.63 feet; thence South 45°00'00" West a distance of 40.64 feet; thence South 00°00'00" East a distance of 138.74 feet; thence South 00°00'00" East a distance of 140.73 feet; thence South 05°18'43" West a distance of 399.69 feet; thence South 00°00'00" East a distance of 380.53 feet to a point on the Southerly line of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence North 89°13'37" West along said South line a distance of 120.01 feet; thence departing said South line run North 00°00'00" East a distance of 427.77 feet; thence North 04°51'48" West a distance of 365.66 feet; thence North 00°00'00" East a distance of 125.61 feet; thence North 00°00'00" East a distance of 141.20 feet; thence North 72°02'21" West a distance of 9.37 feet; thence North 10°00'00" West a distance of 100.32 feet; thence North 35°02'58" East a distance of 85.90 feet; thence North 00°00'00" East a distance of 810.99 feet; thence North 45°00'00" West a distance of 69.84 feet; thence North 10°00'00" West a distance of 137.22 feet; thence North 45°00'00" East a distance of 64.90 feet; thence North 00°00'00" East a distance of 441.96 feet; thence North 90°00'00" East a distance of 23.33 feet; thence North 00°00'00" East a distance of 1580.46 feet; thence North 04°00'15" West a distance of 71.60 feet; thence North 00°00'00" East a distance of 142.87 feet; thence North 89°37'07" West a distance of 169.70 feet; thence North 88°10'53" West a distance of 250.08 feet; thence North 50°34'31" West a distance of 38.62 feet; thence North 86°29'37" West a distance of 301.29 feet; thence North 00°22'53" East a distance of 15.04 feet to a point on the aforesaid Northerly boundary of those lands described in Official Records Book 2173, page 1347; thence South 89°37'07" East along said Northerly boundary a distance of 1098.84 feet to the POINT OF BEGINNING.

Containing 22.198 acres, more or less.

SEE SHEETS 8-13 FOR SKETCH OF DESCRIPTION
 SEE SHEET 14 FOR LEGEND & TABLES

DATE		MARCH 13, 2023		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-132A/B, 832
DRAWN BY		P. MCANALLY				
CHECKED BY		J. CAMPBELL		1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SCALE: N/A	SHEET 3 OF 15
GEODATA PROJECT NO.		B40-01				
REVISION	BY	DATE				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132A
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE
 LEGAL DESCRIPTION:

PART 4:

A parcel of land lying in Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Northeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°04'23" West along the East line of said Northeast 1/4 a distance of 1828.94 feet for a POINT OF BEGINNING; thence departing said East line run South 67°05'42" West a distance of 905.60 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 2264.67 feet, a chord bearing of South 52°47'46" West and a chord distance of 681.16 feet; thence from a tangent bearing of South 61°26'44" West, run Southwesterly along the arc of said curve through a central angle of 17°17'56" a distance of 683.76 feet to the point of tangency; thence South 44°08'48" West a distance of 334.68 feet to the point of curvature of a curve concave Northwesterly and having a radius of 1937.33 feet, a chord bearing of South 59°34'24" West and a chord distance of 1030.68 feet; thence run Southwesterly along the arc of said curve through a central angle of 30°51'12" a distance of 1043.24 feet to the point of tangency; thence South 75°00'00" West a distance of 172.84 feet; thence South 18°51'22" West a distance of 73.05 feet; thence South 75°00'00" West a distance of 113.59 feet; thence South 45°00'00" West a distance of 40.64 feet; thence South 00°00'00" East a distance of 279.57 feet; thence South 05°18'42" West a distance of 399.69 feet; thence South 00°00'00" East a distance of 380.53 feet to a point on the South line of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence South 89°13'37" East along said South line distance of 218.03 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 36; thence South 89°16'53" East along said South line a distance of 660.81 feet to the Southeast corner said Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 36; thence North 00°02'26" West along the East line of said Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 36 a distance of 654.55 feet to a point on the South line of the North 1/2 of the Southeast 1/4 of said Section 36; thence South 89°26'45" East along said South line a distance of 1322.44 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence North 00°02'07" East along the West line of said Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence South 89° 36' 35" East along the North line of said Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36 a distance of 661.64 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence North 00°04'23" East along the East line of the Southeast 1/4 of said Section 36 a distance of 660.22 feet to the Southeast corner of the Northeast 1/4 of said Section 36; thence North 00°04'23" East along the East line of the Northeast 1/4 of said Section 36 a distance of 811.96 feet to the POINT OF BEGINNING.

Containing 86.767 acres, more or less.

PART 5:


A parcel of land lying in Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR, CORP." marking the Northwest corner of the Southwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence South 00°16'58" East along the west line of the Southwest 1/4 of said Section 36 a distance of 1160.79 feet for a POINT OF BEGINNING; thence continue South 00°16'58" East along said West line a distance of 1416.31 feet to the Southwest corner of the Southwest 1/4 of said Section 36; thence South 89°02'38" East along the South line of the Southwest 1/4 of said Section 36 a distance of 1318.77 feet to the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence North 00°10'49" West along said West line a distance of 648.47 feet to the South line of the North 1/2 of the Southeast 1/4 of said Section 36; thence South 89°13'37" East along said South line a distance of 981.81 feet; thence departing said South line run North 00°00'00" East a distance of 427.77 feet; thence North 04°51'48" West a distance of 365.66 feet; thence North 00°00'00" East a distance of 125.61 feet; thence North 00°00'00" East a distance of 141.20 feet; thence North 72°02'21" West a distance of 57.73 feet; thence South 80°00'00" West a distance of 1204.52 feet to the point of curvature of a curve concave Northerly, having a radius of 993.00 feet, a chord bearing of South 86°20'25" West and a chord distance of 219.32 feet; thence run Westerly along the arc of said curve through a central angle of 12°40'51" a distance of 219.77 feet to the point of reverse curvature of a curve concave Southerly, having a radius of 470.50 feet, a chord bearing of South 88°13'19" West and a chord distance of 73.16 feet; thence run Westerly along the arc of said curve through a central angle of 08°55'04" a distance of 73.23 feet to the point of reverse curvature of a curve concave Northerly, having a radius of 7660.83 feet, a chord bearing of South 86°06'02" West and a chord distance of 624.89 feet; thence run Westerly along the arc of said curve through a central angle of 04°40'29" a distance of 625.06 feet to the point of tangency; thence South 88°26'16" West a distance of 47.68 feet; thence South 85°34'21" West a distance of 50.01 feet; thence South 88°26'16" West a distance of 20.16 feet to the POINT OF BEGINNING.

Containing 66.703 acres, more or less.

Containing an aggregate total of 260.098 acres, more or less.

SEE SHEETS 8-13 FOR SKETCH OF DESCRIPTION
 SEE SHEET 14 FOR LEGEND & TABLES

DATE	MARCH 13, 2023	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-132A/B, 832
DRAWN BY	P. MCANALLY			
CHECKED BY	J. CAMPBELL			
GEODATA PROJECT NO.	B40-01			
REVISION	BY	DATE		SHEET 4 OF 15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132A
 PURPOSE: LIMITED ACCESS RIGHTS ONLY
 ESTATE: FEE SIMPLE
 LEGAL DESCRIPTION:

PART 6:

All rights of ingress, egress, light, air and view between the properties lying on either side of the following described line, lying in the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Southwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run South 89°46'26" East along the South line of said Northwest 1/4 of Section 36 a distance of 2438.00 feet; thence departing said South line run North 00°00'00" East a distance of 138.15 feet; thence North 45°00'00" East a distance of 42.63 feet; thence North 00°00'00" East a distance of 173.21 feet for a POINT OF BEGINNING; thence North 45°00'00" West a distance of 3.04 feet; thence North 00°00'00" East a distance of 416.41 feet to the POINT OF TERMINUS.

Limited access rights only along a line without area.

PART 7:

All rights of ingress, egress, light, air and view between the properties lying on either side of the following described line, lying in the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Southwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run South 89°46'26" East along the South line of said Northwest 1/4 of Section 36 a distance of 2438.00 feet; thence departing said South line run South 00°00'00" East a distance of 702.28 feet; thence South 44°52'40" East a distance of 68.65 feet; thence South 15°00'00" East a distance of 116.75 feet for a POINT OF BEGINNING; thence South 75°00'00" West a distance of 20.63 feet; thence South 45°00'00" West a distance of 40.64 feet; thence South 00°00'00" East a distance of 138.74 feet to the POINT OF TERMINUS.

Limited access rights only along a line without area.

PART 8:

All rights of ingress, egress, light, air and view between the properties lying on either side of the following described line, lying in the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Southwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run South 89°46'26" East along the South line of said Northwest 1/4 of Section 36 a distance of 2303.00 feet; thence departing said South line run South 00°00'00" East a distance of 723.84 feet; thence South 35°02'58" West a distance of 85.90 feet; thence South 10°00'00" East a distance of 100.32 feet for a POINT OF BEGINNING; thence South 72°02'21" East a distance of 9.37 feet; thence South 00°00'00" East a distance of 141.20 feet to the POINT OF TERMINUS.

Limited access rights only along a line without area.


PART 9:

All rights of ingress, egress, light, air and view between the properties lying on either side of the following described line, lying in the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Southwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run South 89°46'26" East along the South line of said Northwest 1/4 of Section 36 a distance of 2303.00 feet; thence departing said South line run North 00°00'00" East a distance of 87.15 feet; thence North 45°00'00" West a distance of 69.84 feet; thence North 10°00'00" West a distance of 137.22 feet for a POINT OF BEGINNING; thence North 45°00'00" East a distance of 64.90 feet; thence North 00°00'00" East a distance of 441.96 feet to the POINT OF TERMINUS.

Limited access rights only along a line without area.

SEE SHEETS 8-13 FOR SKETCH OF DESCRIPTION
 SEE SHEET 14 FOR LEGEND & TABLES

DATE	MARCH 13, 2023	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-132A/B, 832
DRAWN BY	P. MCANALLY			
CHECKED BY	J. CAMPBELL			
GEODATA PROJECT NO.	B40-01			
REVISION	BY	DATE		SCALE: N/A SHEET 5 OF 15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-832
 PURPOSE: A PERMANENT EASEMENT REQUIRED TO
 CONSTRUCT, ACCESS AND MAINTAIN
 DRAINAGE
 ESTATE: PERPETUAL EASEMENT

LEGAL DESCRIPTION:

PART A:

A parcel of land lying in the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Southwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run South 89°46'26" East along the South line of said Northwest 1/4 of Section 36 a distance of 2303.00 feet; thence departing said South line run North 00°00'00" East a distance of 87.15 feet; thence North 45°00'00" West a distance of 69.84 feet; thence North 10°00'00" West a distance of 137.22 feet; thence North 45°00'00" East a distance of 64.90 feet; thence North 00°00'00" East a distance of 441.96 feet; thence North 90°00'00" East a distance of 23.33 feet; thence North 00°00'00" East a distance of 317.22 feet for a POINT OF BEGINNING; thence North 90°00'00" West a distance of 99.63 feet; thence South 00°00'00" East a distance of 45.90 feet; thence North 90°00'00" West a distance of 85.00 feet; thence North 00°00'00" East a distance of 125.00 feet; thence North 90°00'00" East a distance of 85.00 feet; thence South 00°00'00" East a distance of 49.10 feet; thence North 90°00'00" East a distance of 99.63 feet; thence South 00°00'00" East a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 13614 square feet, more or less.

PART B:

A parcel of land lying in the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Southwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run South 89°46'26" East along the South line of said Northwest 1/4 of Section 36 a distance of 2303.00 feet; thence departing said South line run North 00°00'00" East a distance of 87.15 feet; thence North 45°00'00" West a distance of 69.84 feet; thence North 10°00'00" West a distance of 137.22 feet; thence North 45°00'00" East a distance of 64.90 feet; thence North 00°00'00" East a distance of 441.96 feet; thence North 90°00'00" East a distance of 23.33 feet; thence North 00°00'00" East a distance of 1063.51 feet for a POINT OF BEGINNING; thence North 72°56'30" West a distance of 216.45 feet; thence South 17°36'43" West a distance of 44.84 feet; thence North 72°23'17" West a distance of 80.00 feet; thence North 17°36'43" East a distance of 120.00 feet; thence South 72°23'17" East a distance of 80.00 feet; thence South 17°36'43" West a distance of 45.29 feet; thence South 72°36'46" East a distance of 207.37 feet; thence South 00°00'00" East a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 15802 square feet, more or less.

PART C:


A parcel of land lying in the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Southwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run South 89°46'26" East along the South line of said Northwest 1/4 of Section 36 a distance of 2438.00 feet; thence North 00°00'00" East a distance of 138.15 feet; thence North 45°00'00" East a distance of 42.63 feet; thence North 00°00'00" East a distance of 173.21 feet; thence North 45°00'00" West a distance of 3.04 feet; thence North 00°00'00" East a distance of 416.41 feet; thence North 90°00'00" West a distance of 5.00 feet for a POINT OF BEGINNING; thence continue North 90°00'00" West a distance of 20.00 feet; thence North 00°00'00" East a distance of 1191.89 feet; thence North 90°00'00" East a distance of 20.00 feet; thence South 00°00'00" East a distance of 1191.89 feet to the POINT OF BEGINNING.

Containing 0.547 acres, more or less.

Containing an aggregate total of 1.223 acres, more or less.

SEE SHEETS 8-13 FOR SKETCH OF DESCRIPTION
 SEE SHEET 14 FOR LEGEND & TABLES

DATE	MARCH 13, 2023	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-132A/B, 832
DRAWN BY	P. MCANALLY			
CHECKED BY	J. CAMPBELL			
GEODATA PROJECT NO.	B40-01			
REVISION	BY	DATE		SHEET 6 OF 15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132B
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:

All of that certain parcel of land described in Official Records Book 1589, page 839 of the Public Records of Orange County, Florida, being a part of the northwest 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, and more particularly described as follows:

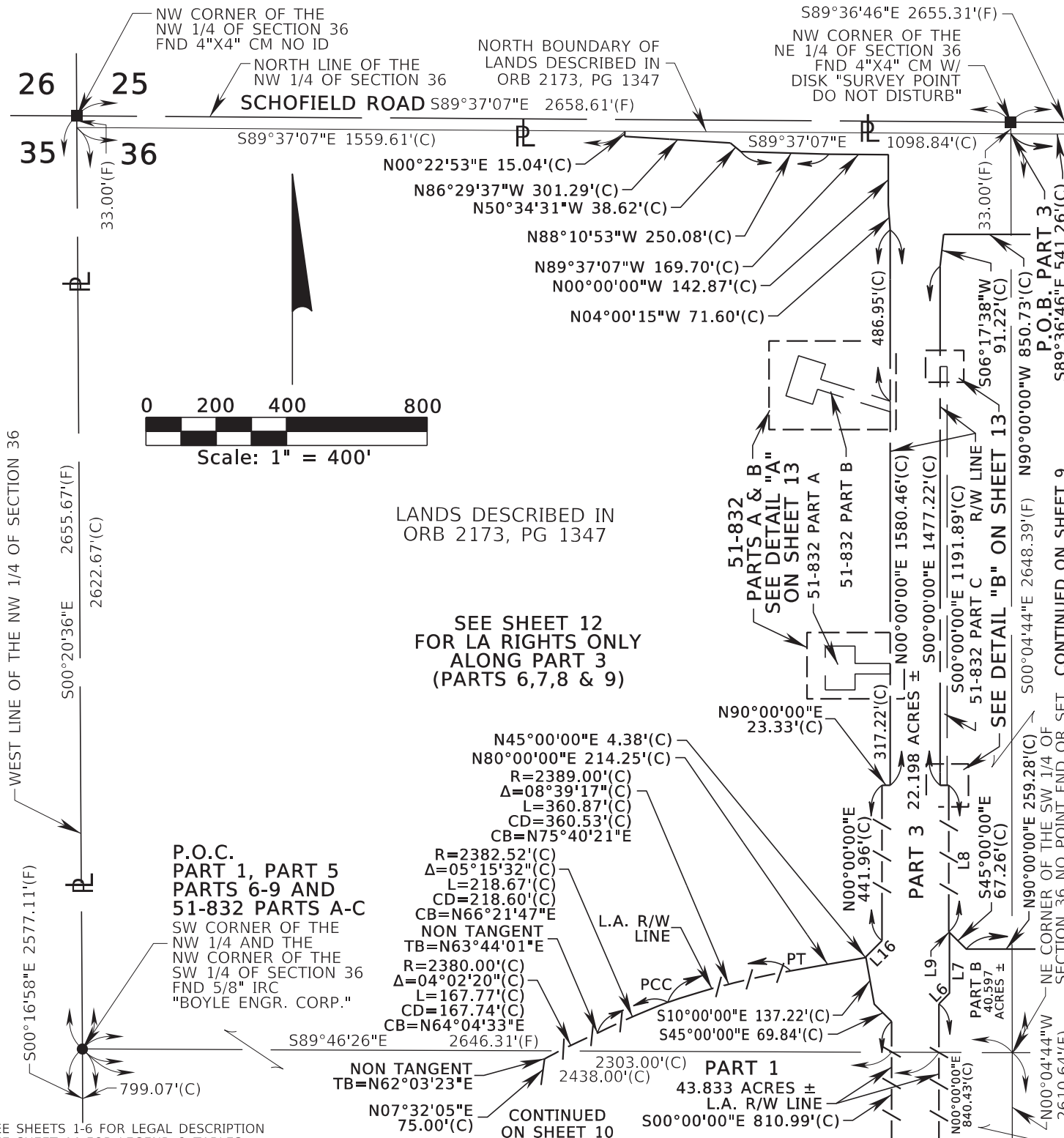
Commence at a 4-inch X 4-inch concrete monument without identification marking the northwest corner of the northwest 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida; thence run South 00°04'23" West along the west line of the northwest 1/4 of said Section 31, a distance of 1971.90 feet for a POINT OF BEGINNING; thence departing said west line, run South 89°55'37" East a distance of 90.00 feet; thence South 00°04'23" West a distance of 484.00 feet; thence North 89°55'37" West a distance of 90.00 feet to the aforesaid west line of the northwest 1/4 of Section 31; thence along said west line run North 00°04'23" East a distance of 484.00 feet to the POINT OF BEGINNING.

Containing 1.000 acres, more or less.

SEE SHEET 15 FOR SKETCH OF DESCRIPTION

DATE	MARCH 13, 2023	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-132A/B, 832
DRAWN BY	P. MCANALLY			
CHECKED BY	J. CAMPBELL		REVISION BY DATE	SHEET 7 OF 15
GEODATA PROJECT NO.	B40-01			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132A



DATE	MARCH 13, 2023
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	B40-01
REVISION	BY DATE

GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

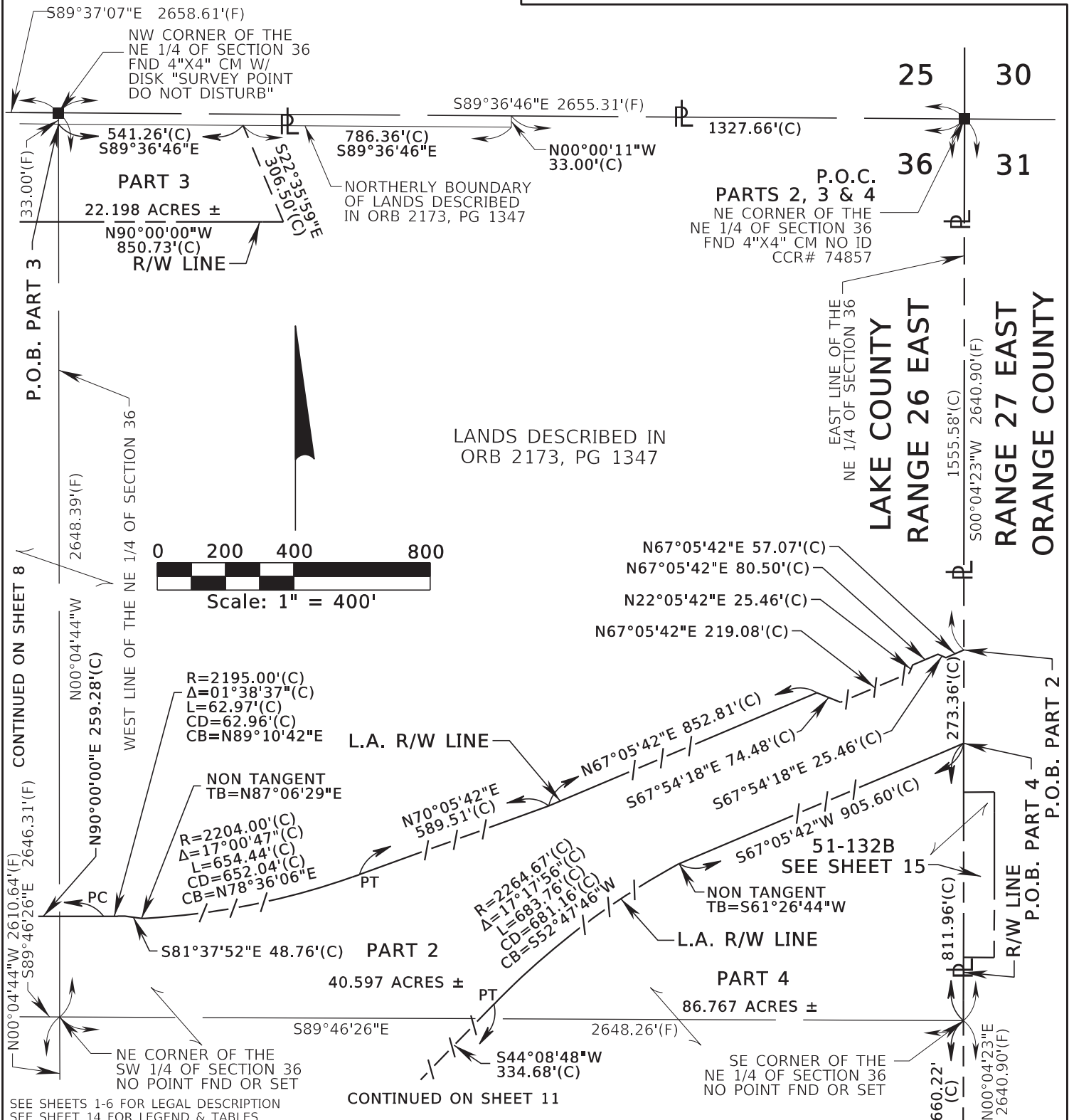
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-132A/B, 832

SCALE: 1"=400'

SHEET 8 OF 15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132A



DATE	MARCH 13, 2023
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	B40-01
REVISION	BY DATE

GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

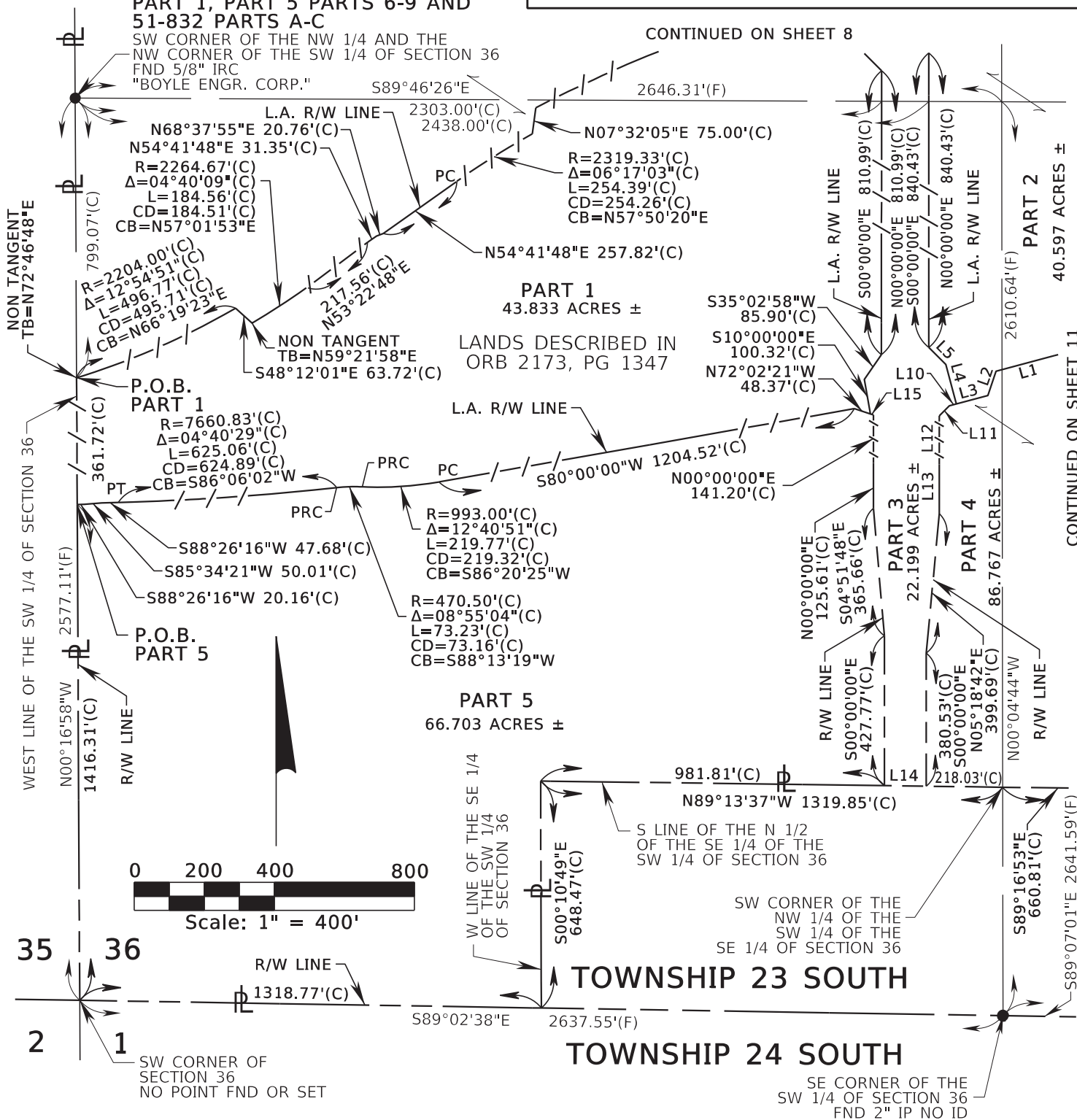
PARCEL 51-132A/B, 832
SCALE: 1"=400'
SHEET 9 OF 15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132A

**P.O.C.
 PART 1, PART 5 PARTS 6-9 AND
 51-832 PARTS A-C**

SW CORNER OF THE NW 1/4 AND THE
 NW CORNER OF THE SW 1/4 OF SECTION 36
 FND 5/8" IRC
 "BOYLE ENGR. CORP."

CONTINUED ON SHEET 8



SEE SHEETS 1-6 FOR LEGAL DESCRIPTION
 SEE SHEET 14 FOR LEGEND & TABLES

DATE	MARCH 13, 2023
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	B40-01
REVISION	BY DATE



1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

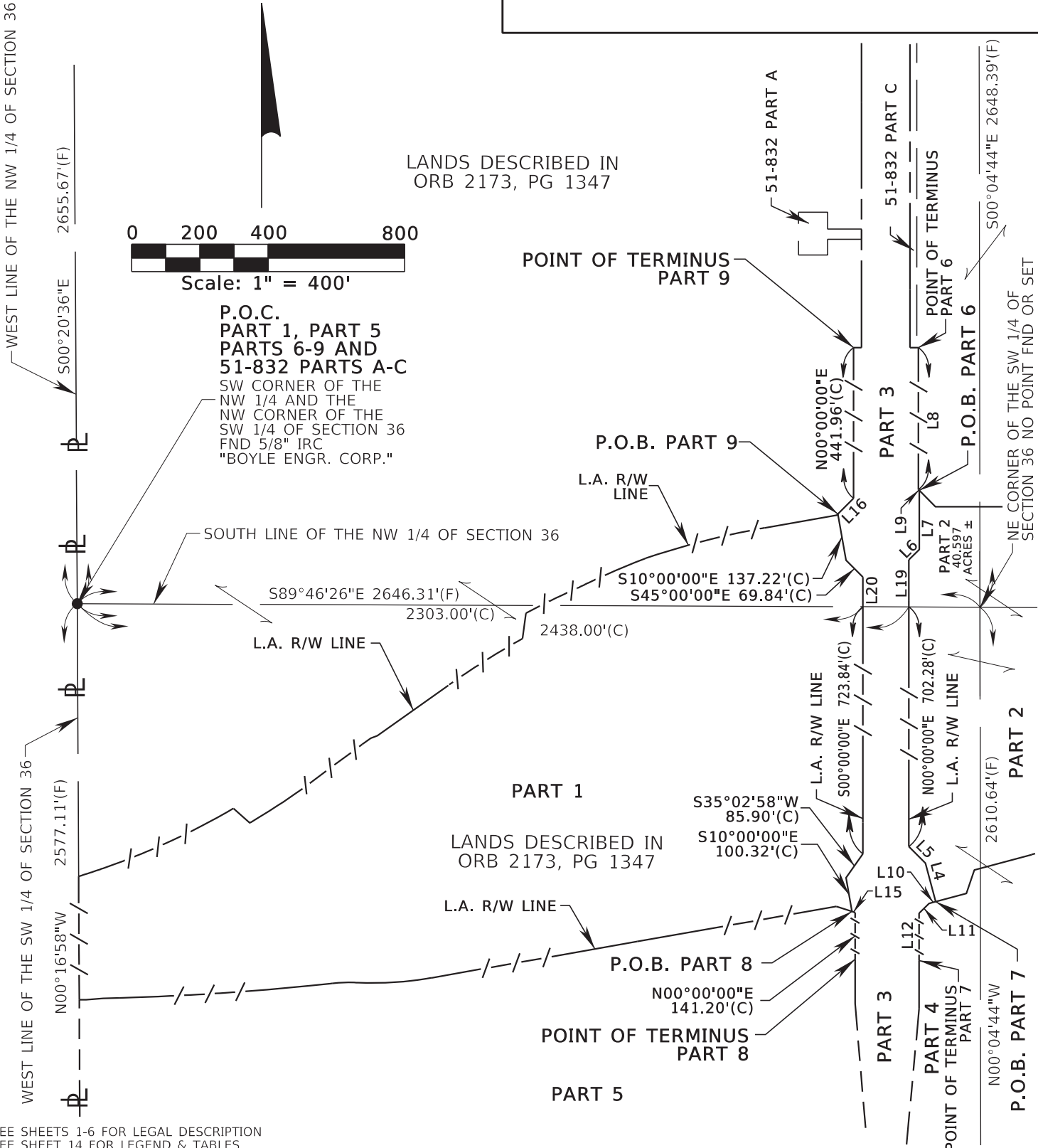
SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
 51-132A/B, 832

SCALE: 1"=400'

SHEET 10 OF 15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132A



SEE SHEETS 1-6 FOR LEGAL DESCRIPTION
 SEE SHEET 14 FOR LEGEND & TABLES

DATE	MARCH 13, 2023
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	B40-01
REVISION	BY DATE

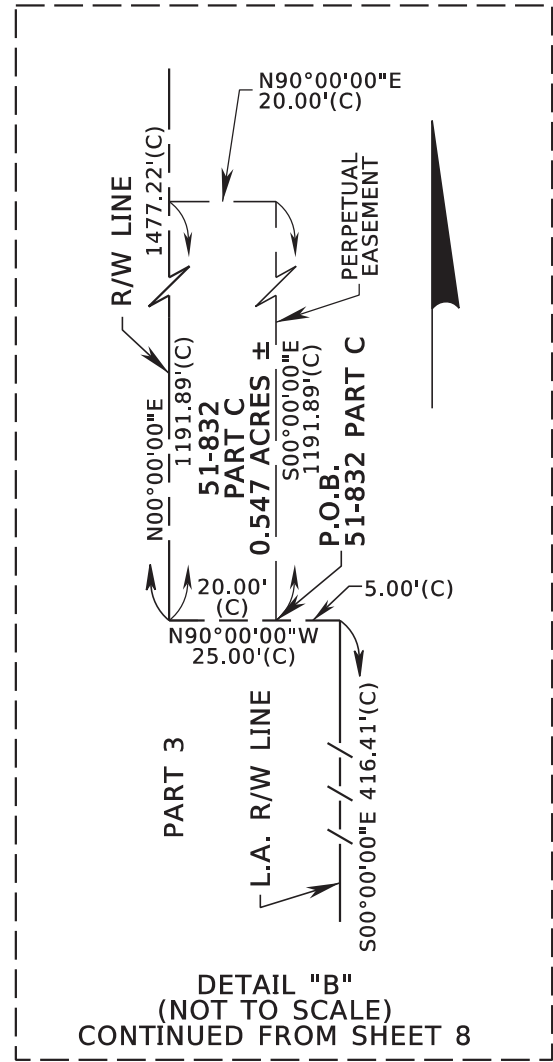
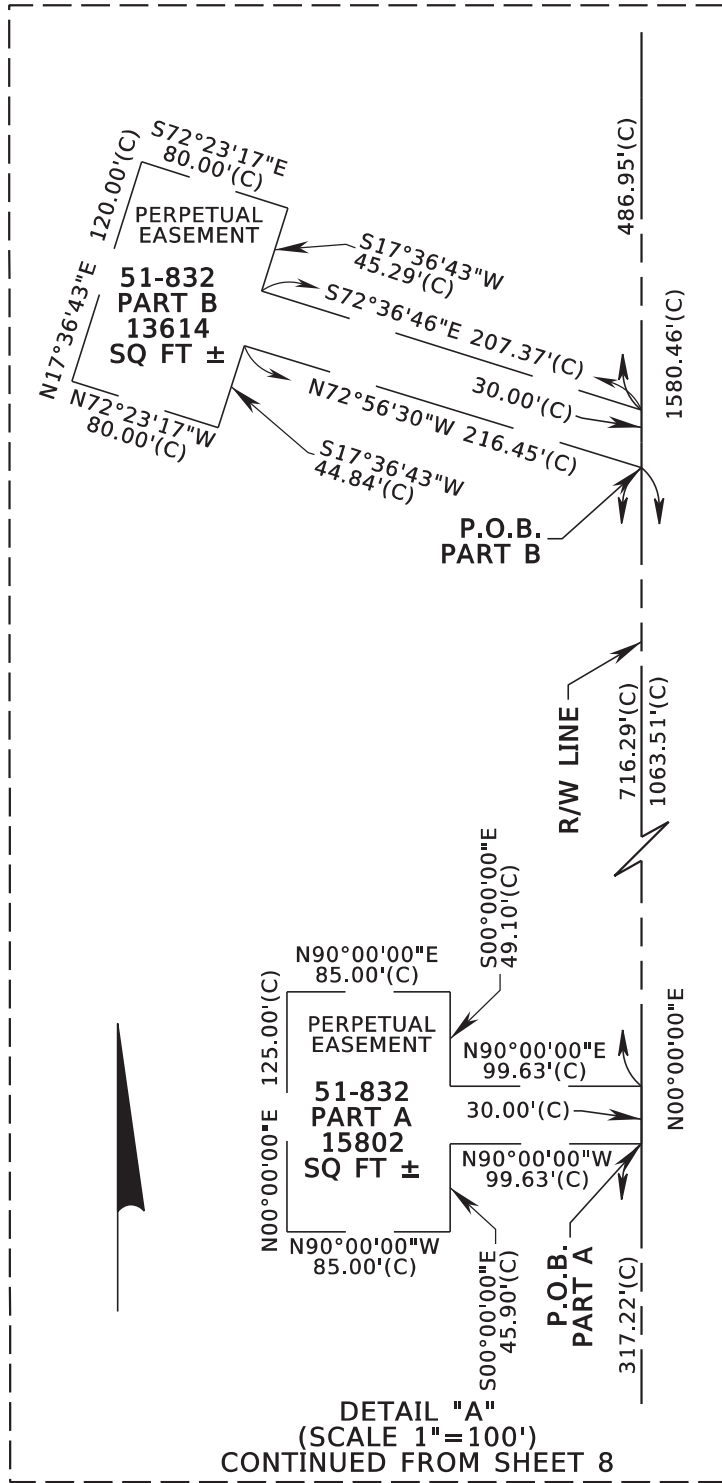


1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
 51-132A/B, 832
 SCALE: 1"=400'
 SHEET 12 OF 15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-832



SEE SHEETS 1-6 FOR LEGAL DESCRIPTION
 SEE SHEET 14 FOR LEGEND & TABLES

DATE	MARCH 13, 2023
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	B40-01
REVISION	BY DATE

 **GEODATA CONSULTANTS, INC.**
 SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
 51-132A/B, 832

SCALE: 1"=100'

SHEET 13 OF 15


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132A

LEGEND AND ABBREVIATIONS

- (C) = CALCULATED
- CCR = CERTIFIED CORNER RECORD
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- CM = CONCRETE MONUMENT
- Δ = DELTA (CENTRAL ANGLE)
- (F) = FIELD
- FND = FOUND
- ID = IDENTIFICATION
- IP = IRON PIPE
- IRC = IRON ROD & CAP
- L = LENGTH
- L.A. = LIMITED ACCESS
- N&D = NAIL & DISK
- NO. = NUMBER
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PCC = POINT OF COMPOUND CURVE
- PC = POINT OF CURVATURE
- PRC = POINT OF REVERSE CURVE
- PT = POINT OF TANGENCY
- PL = PROPERTY LINE
- R = RADIUS
- R/W = RIGHT OF WAY
- SQ FT = SQUARE FEET
- SR = STATE ROAD
- TB = TANGENT BEARING
- W/ = WITH

LINE DATA		
LINE	BEARING	DISTANCE
L1	S75°00'00"W	172.84'(C)
L2	S18°51'22"W	73.05'(C)
L3	S75°00'00"W	92.96'(C)
L4	N15°00'00"W	116.75'(C)
L5	N44°52'40"W	68.65'(C)
L6	N45°00'00"E	42.63'(C)
L7	N00°00'00"E	173.21'(C)
L8	N00°00'00"E	416.41'(C)
L9	N45°00'00"W	3.04'(C)
L10	N75°00'00"E	20.63'(C)
L11	N45°00'00"E	40.64'(C)
L12	S00°00'00"E	138.74'(C)
L13	S00°00'00"E	140.84'(C)
L14	S89°13'37"E	120.01'(C)
L15	S72°02'21"E	9.37'(C)
L16	N45°00'00"E	64.90'(C)
L17	N89°46'29"E	90.00'(C)
L18	N89°46'29"E	90.00'(C)
L19	N00°00'00"E	138.15'(C)
L20	N00°00'00"E	87.15'(C)

SEE SHEETS 1-6 FOR LEGAL DESCRIPTION
 SEE SHEETS 8-13 FOR SKETCH OF DESCRIPTION

DATE	MARCH 13, 2023	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-132A/B, 832
DRAWN BY	P. MCANALLY			
CHECKED BY	J. CAMPBELL	1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SCALE: N/A	SHEET 14 OF 15
GEODATA PROJECT NO.	B40-01			
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-132B



Scale: 1" = 200'

25 30
 36 31

P.O.C.
 NW CORNER OF
 SECTION 31
 FND 4"X4" CM
 NO ID
 CCR# 74857

NOT
 PLATTED

NW 1/4

CONTINUED ON SHEET 9

51-132A
 PART 2

LAKE COUNTY
 TOWNSHIP 23 SOUTH,
 RANGE 26 EAST

TOWNSHIP 23 SOUTH,
 RANGE 27 EAST
 ORANGE COUNTY

NE 1/4

NOT
 PLATTED

51-132A
 PART 4

P.O.B.

S89°55'37"E 90.00'(C)(D)

WEST LINE OF THE
 NW 1/4 OF SECTION 31

N00°04'23"E 2640.90'(F)

484.00'(C)(D)

484.00'(C)(D)

1.000 ACRES ±

N00°04'23"E

500°04'23"W

R/W LINE

LANDS DESCRIBED IN
 ORB 1589, PG 839

N89°55'37"W 90.00'(C)(D)

N00°04'23"E
 2640.90'(F)

N89°46'29"E 2855.63'(F)

SW CORNER OF THE
 NW 1/4 OF SECTION 31
 NO POINT FOUND OR SET
 (FALLS IN LAKE)

CENTER OF
 SECTION 31
 FND 4"X4" CM
 W/ N&D "PRM
 LB#6723"

36 31
 1 6

SEE SHEET 7 FOR LEGAL DESCRIPTION
 SEE SHEET 14 FOR LEGEND & TABLES

DATE	MARCH 13, 2023	
DRAWN BY	P. MCANALLY	
CHECKED BY	J. CAMPBELL	
GEODATA PROJECT NO.	B40-01	
REVISION	BY	DATE



GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
 51-132A/B, 832

SCALE: 1"=200'

SHEET 15 OF 15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-135
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A:

That part of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida, also being a portion of the lands described in Official Records Book 996, page 717 and Official Records Book 5787, page 1813 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 6-inch by 6-inch concrete monument without identification marking the Southeast corner of the Southeast 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run North 89°07'01" West along the South line of said Southeast 1/4 of Section 36 a distance of 2641.59 feet to the Southeast corner of the Southwest 1/4 of said Section 36; thence run North 89°02'38" West along the South line of said Southwest 1/4 a distance of 167.50 feet for a POINT OF BEGINNING; thence continue North 89°02'38" West along said South line a distance of 144.18 feet to the beginning of a non-tangent curve concave Easterly, having a radius of 4564.75 feet, a chord bearing of North 03°19'27" West and a chord distance of 468.49 feet; thence from a tangent bearing of North 06°15'57" West, run Northerly along the arc of said curve through a central angle of 05°52'58" a distance of 468.69 feet to the end of said curve; thence departing said curve run North 90°00'00" West a distance of 39.10 feet; thence North 00°00'00" East a distance of 61.00 feet; thence North 90°00'00" East a distance of 39.00 feet; thence North 00°00'00" East a distance of 123.32 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence run South 89°13'37" East along said North line a distance of 120.01 feet; thence departing said North line run South 00°00'00" East a distance of 121.70 feet; thence North 90°00'00" East a distance of 40.00 feet; thence South 00°00'00" East a distance of 61.00 feet; thence North 90°00'00" West a distance of 39.89 feet to the beginning of a non-tangent curve concave Easterly, having a radius of 4444.75 feet, a chord bearing of South 02°04'27" East and a chord distance of 260.78 feet; thence from a tangent bearing of South 00°23'35" East, run Southerly along the arc of said curve through a central angle of 03°21'43" a distance of 260.81 feet to the end of said curve; thence departing said curve run South 19°38'24" East a distance of 86.92 feet to the beginning of a non-tangent curve concave Easterly, having a radius of 4421.75 feet, a chord bearing of South 05°40'11" East and a chord distance of 128.26 feet; thence from a tangent bearing of South 04°50'19" East, run Southerly along the arc of said curve through a central angle of 01°39'43" a distance of 128.27 feet to the end of said curve and the POINT OF BEGINNING.

Containing 2.000 acres, more or less.

NOTES:

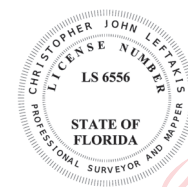
1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°04'23" EAST.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MARCH 6, 2023.
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 LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5931362, EFFECTIVE DATE MARCH 22, 2022.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 3-4 FOR SKETCH OF DESCRIPTION

SURVEYOR'S CERTIFICATION

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.


THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



Digitally signed by Christopher J Leftakis
 DN: c=US, o=Florida,
 dnQualifier=A01410D00000181
 2054F18100022F25,
 cn=Christopher J Leftakis
 Date: 2023.03.06 14:59:10 -05'00'

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

CHRISTOPHER J. LEFTAKIS,
 PROFESSIONAL SURVEYOR & MAPPER No. 6556

DATE MARCH 6, 2023		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-135
DRAWN BY P. MCANALLY	CHECKED BY J. CAMPBELL			
GEOADATA PROJECT NO. B40-01				
REVISION	BY	DATE		SHEET 1 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-135
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART B:

That part of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida, also being a portion of the lands described in Official Records Book 996, page 717 and Official Records Book 5787, page 1813 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 6-inch by 6-inch concrete monument without identification marking the Southeast corner of the Southeast 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence North 89°07'01" West a distance of 2641.59 feet to the Southeast corner of the Southwest 1/4 of said Section 36; thence North 89°02'38" West along the South line of said Southwest 1/4 of said Section 36 a distance of 311.68 feet for a POINT OF BEGINNING, said point being the beginning of a non-tangent curve concave Easterly, having a radius of 4564.75 feet, a chord bearing of North 03°19'27" West and a chord distance of 468.49 feet; thence departing said South line from a tangent bearing of North 06°15'57" West, run Northerly along the arc of said curve through a central angle of 05°52'58" a distance of 468.69 feet to the end of said curve; thence departing said curve run North 90°00'00" West a distance of 39.10 feet; thence North 00°00'00" East a distance of 61.00 feet; thence North 90°00'00" East a distance of 39.00 feet; thence North 00°00'00" East a distance of 123.32 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence North 89°13'37" West along said North line a distance of 981.81 feet to the Northwest corner of said South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence South 00°10'49" East along the West line of said Southeast 1/4 of the Southwest 1/4 of said Section 36 a distance of 648.47 feet to a point on the aforesaid South line of the Southwest 1/4 of said Section 36; thence South 89°02'38" East along said South line a distance of 1007.09 feet to the POINT OF BEGINNING.

Containing 14.683 acres, more or less.

PART C:


That part of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, and the Southeast 1/4 of the Southeast 1/4, and the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 all being in Section 36, Township 23 South, Range 26 East, Lake County, Florida, also being a portion of the lands described in Official Records Book 996, page 717 and Official Records Book 5787, page 1813 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 6-inch by 6-inch concrete monument without identification marking the Southeast corner of the Southeast 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°04'23" East along the East line of said Southeast 1/4 of Section 36 a distance of 30.00 feet for a POINT OF BEGINNING; thence continue North 00°04'23" East along said East line a distance of 1950.67 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence North 89°36'35" West along the North line of said Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36 a distance of 661.64 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence South 00°02'07" West along the West line of said Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36 a distance of 658.33 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of said Section 36; thence North 89°26'45" West along said North line a distance of 1322.44 feet to the Northwest corner of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 36; thence South 00°02'26" East along the West line of said East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 36 a distance of 654.55 feet to the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 36; thence North 89°16' 53" West along the North line of said Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 36 a distance of 660.81 feet to the Northeast corner of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence North 89°13'37" West along the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 36 a distance of 218.03 feet; thence departing said North line run South 00°00'00" East a distance of 121.70 feet; thence North 90° 00'00" East a distance of 40.00 feet; thence South 00°00'00" East a distance of 61.00 feet; thence North 90°00' 00" West a distance of 39.89 feet to the beginning of a non-tangent curve concave Easterly, having a radius of 4444.75 feet, a chord bearing of South 02°04'27" East and a chord distance of 260.78 feet; thence from a tangent bearing of South 00°23'35" East, run Southerly along the arc of said curve through a central angle of 03° 21' 43" a distance of 260.81 feet to the end of said curve; thence departing said curve run South 19°38'24" East a distance of 86.92 feet to the beginning of a non-tangent curve concave Easterly, having a radius of 4421.75 feet, a chord bearing of South 05°40'11" East and a chord distance of 128.26 feet; thence from a tangent bearing of South 04°50'19" East, run Southerly along the arc of said curve through a central angle of 01°39'43" a distance of 128.27 feet to the end of said curve and a point on the South line of the Southwest 1/4 of said Section 36; thence departing said curve run South 89°02'38" East along said South line a distance of 167.50 feet to the Southeast corner of the Southwest 1/4 of said Section 36; thence South 89°07'01" East along the South line of the Southeast 1/4 of said Section 36 a distance of 2391.57 feet; thence departing said South line run North 00°04'23" East parallel with the East line of said Southeast 1/4 of Section 36 a distance of 30.00 feet; thence South 89°07'01" East parallel with the aforesaid South line of the Southeast 1/4 of said Section 36 a distance of 250.02 feet to the POINT OF BEGINNING.

Containing 82.598 acres, more or less.

Containing an aggregate total of 99.281 acres, more or less.

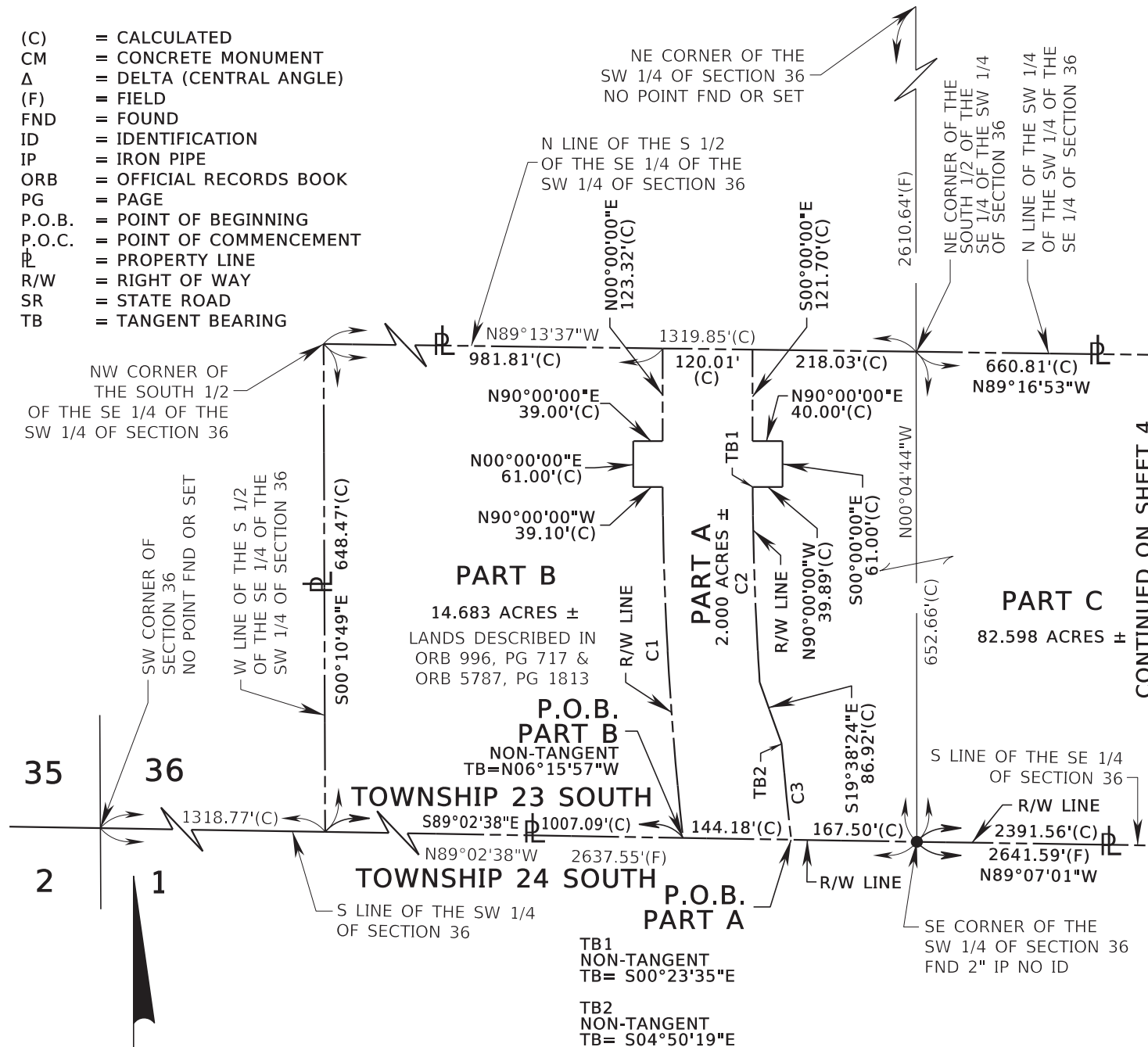
SEE SHEETS 3-4 FOR SKETCH OF DESCRIPTION

DATE MARCH 6, 2023		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-135
DRAWN BY P. MCANALLY				
CHECKED BY J. CAMPBELL			SCALE: N/A	
GEOGRAPHIC PROJECT NO. B40-01				SHEET 2 OF 4
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-135

LEGEND

- (C) = CALCULATED
- CM = CONCRETE MONUMENT
- Δ = DELTA (CENTRAL ANGLE)
- (F) = FIELD
- FND = FOUND
- ID = IDENTIFICATION
- IP = IRON PIPE
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PL = PROPERTY LINE
- R/W = RIGHT OF WAY
- SR = STATE ROAD
- TB = TANGENT BEARING



CONTINUED ON SHEET 4

CURVE DATA					
CURVE	Δ	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
C1	05°52'58"(C)	468.69'(C)	4564.75'(C)	468.49'(C)	N03°19'27"W
C2	03°21'43"(C)	260.81'(C)	4444.75'(C)	260.78'(C)	S02°04'27"E
C3	01°39'43"(C)	128.27'(C)	4421.75'(C)	128.26'(C)	S05°40'11"E

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION

DATE	MARCH 6, 2023	
DRAWN BY	P. MCANALLY	
CHECKED BY	J. CAMPBELL	
GEODATA PROJECT NO.	B40-01	
REVISION	BY	DATE



1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

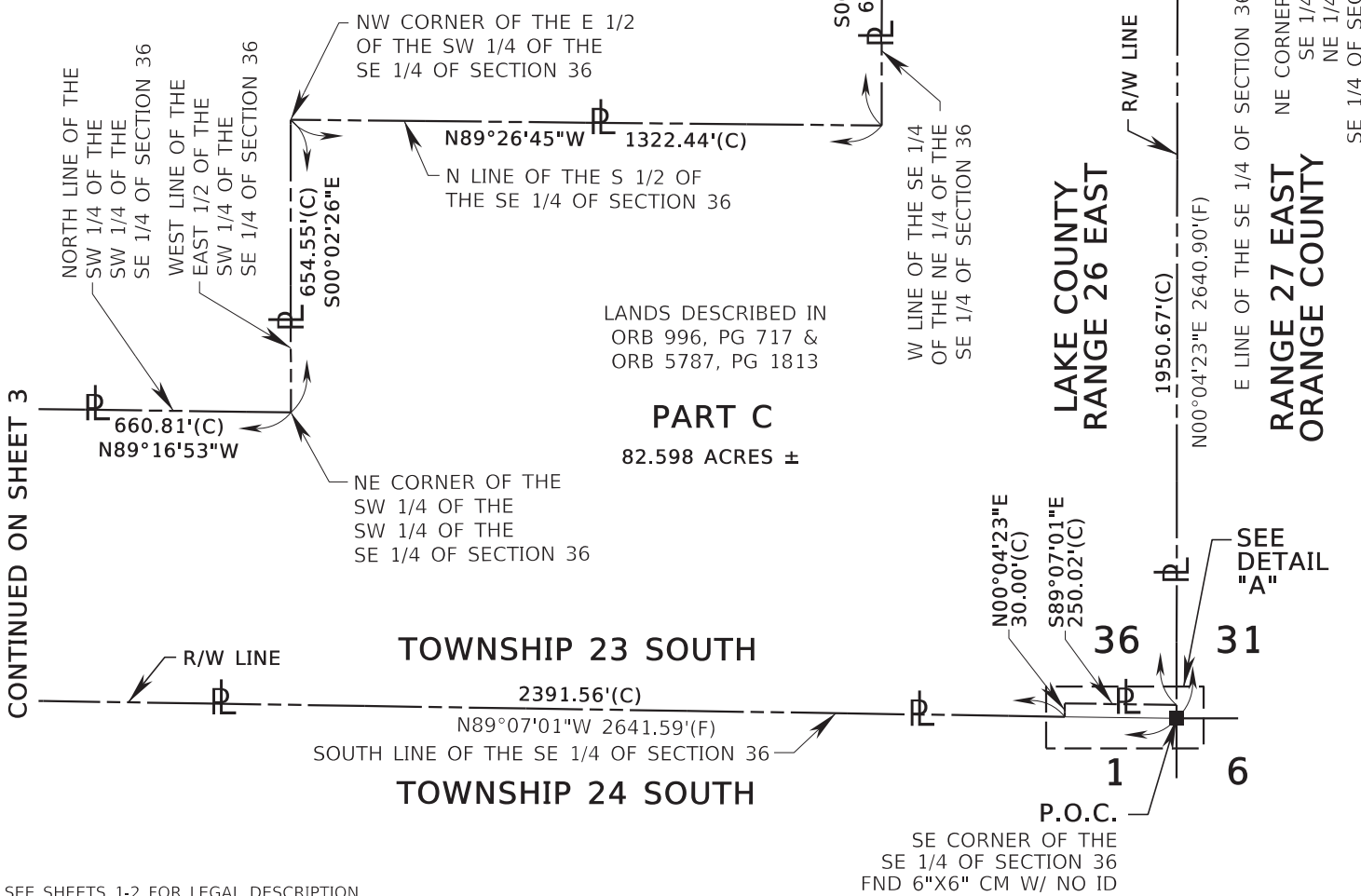
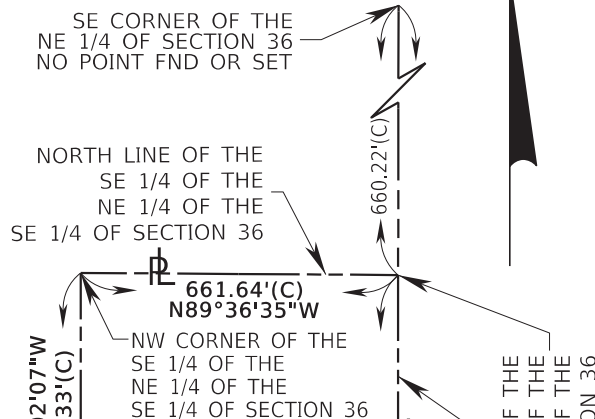
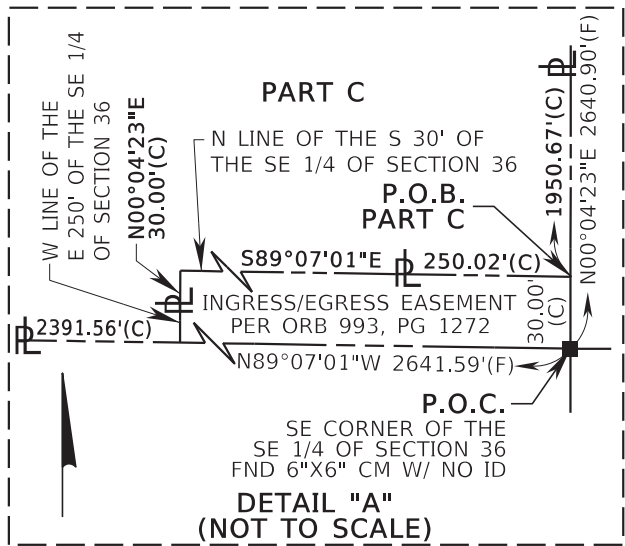
SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
51-135

SCALE: 1"=200'

SHEET 3 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-135



SEE SHEETS 1-2 FOR LEGAL DESCRIPTION

DATE	MARCH 6, 2023
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	840-01
REVISION	BY DATE



1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL 51-135

SCALE: 1"=400'

SHEET 4 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-137
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A part of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 23 South, Range 26 East, Lake County, Florida, being a portion of the same lands described in Official Records Book 2231, page 2260 of the Public Records of Lake County, Florida, and being more particularly described as follows:

Commence at a found 4-inch by 4-inch concrete monument without identification marking the Southeast corner of the Southeast 1/4 of Section 25, Township 23 South, Range 26 East, Lake County, Florida; thence North 89°36'46" West along the South line of the Southeast 1/4 of said Section 25 a distance of 1755.02 feet to a point on the West line of the East 1755 feet of the Southeast 1/4 of said Section 25; thence departing said South line run North 00°06'28" East along said West line a distance of 33.00 feet to a point on the Southerly boundary of that certain parcel of land described in Official Records Book 2231, page 2260 of the Public Records of Lake County, Florida; thence departing said West line run North 89°36'46" West along said Southerly boundary a distance of 680.47 feet for a POINT OF BEGINNING, said point being the beginning of a non-tangent curve concave Northwesterly, having a radius of 1015.91 feet, a chord bearing of North 58°25'46" East and a chord distance of 177.32 feet; thence departing said Southerly boundary from a tangent bearing of North 63°26'09" East, run Northeasterly along the arc of said curve through a central angle of 10°00'47" a distance of 177.54 feet to the point of tangency; thence North 53°25'22" East a distance of 98.27 feet; thence North 31°06'51" West a distance of 11.01 feet to the existing Southerly Right of Way line of Schofield Road, a 66-foot wide Right of Way according to Deed Book 226, page 157 of the Public Records of Lake County, Florida, and a point on a non-tangent curve concave Northwesterly, having a radius of 4033.00 feet, a chord bearing of South 60°08'58" West and a chord distance of 177.89 feet; thence from a tangent bearing of South 58°53'09" West, run Southwesterly along the arc of said curve and along said existing Right of Way line through a central angle of 02°31'39" a distance of 177.90 feet to the point of tangency; thence South 61°24'47" West and continue along said existing Right of Way line a distance of 40.17 feet to the point of curvature of a curve concave Northwesterly, having a radius of 933.00 feet, a chord bearing of South 65°16'17" West and a chord distance of 125.56 feet; thence run Southwesterly along the arc of said curve and continue along said existing Right of Way line through a central angle of 07°43'00" a distance of 125.66 feet to the end of said curve and a point on the aforesaid southerly boundary; thence departing said existing Right of Way line run South 89°36'46" East along said southerly boundary a distance of 79.31 feet to the POINT OF BEGINNING.

Containing 7632 square feet, more or less.

NOTES:

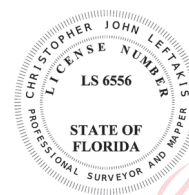
1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 89°36'46" WEST.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MARCH 6, 2023.
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 LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-6230602, EFFECTIVE DATE OCTOBER 7, 2022.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 2-4 FOR SKETCH OF DESCRIPTION

SURVEYOR'S CERTIFICATION

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.


THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



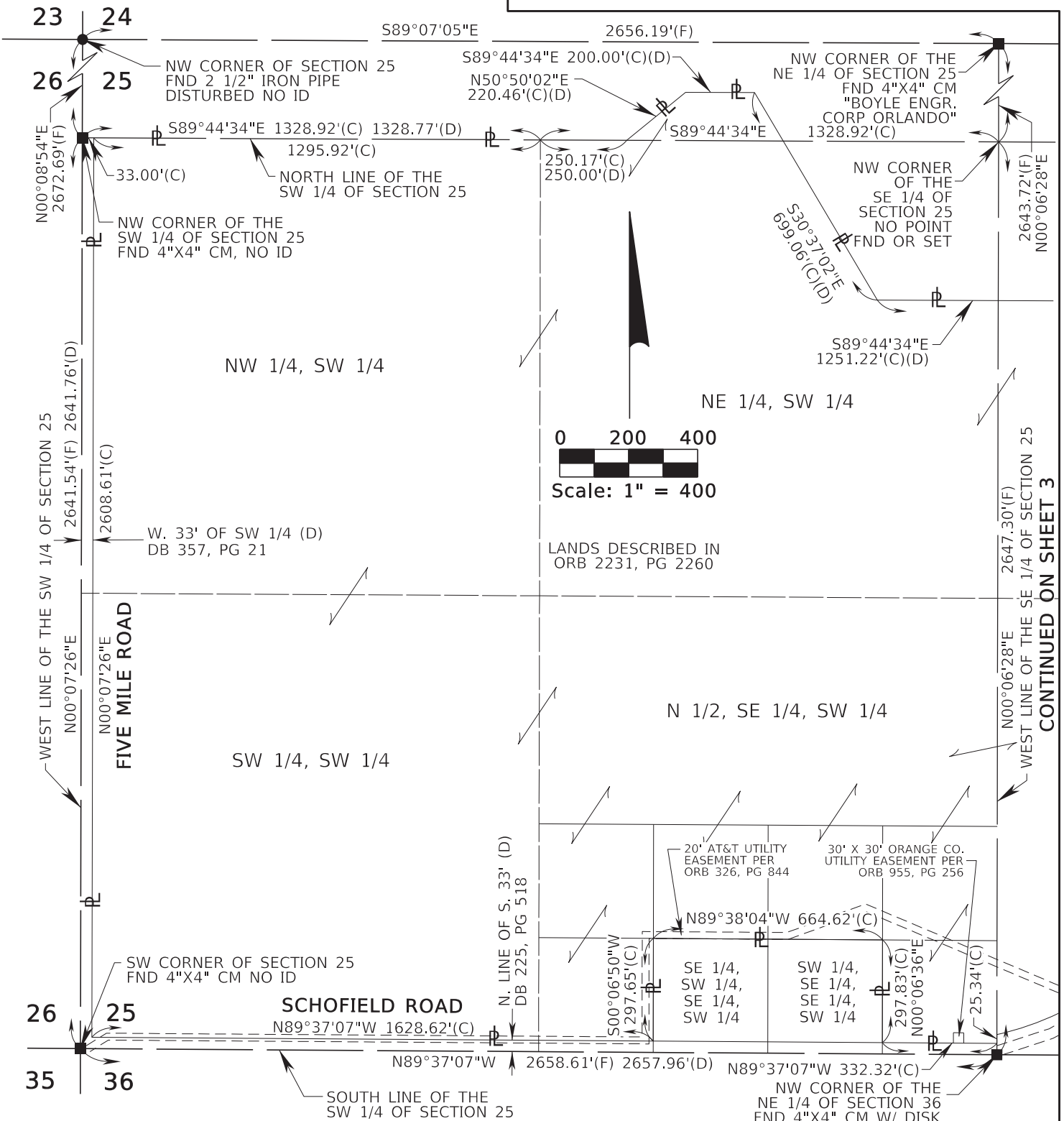
Digitally signed by Christopher J Leftakis
 DN: c=US, o=Florida,
 dnQualifier=A01410D000001812
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 cn=Christopher J Leftakis
 Date: 2023.03.06 14:59:58 -05'00'

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

CHRISTOPHER J. LEFTAKIS,
 PROFESSIONAL SURVEYOR & MAPPER No. 6556

DATE MARCH 6, 2023		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	PARCEL 51-137
DRAWN BY P. MCANALLY	CHECKED BY J. CAMPBELL			
GEOADATA PROJECT NO. 840-01				
REVISION	BY	DATE		SHEET 1 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-137



CONTINUED ON SHEET 3

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	MARCH 6, 2023	
DRAWN BY	P. MCANALLY	
CHECKED BY	J. CAMPBELL	
GEODATA PROJECT NO.	840-01	
REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

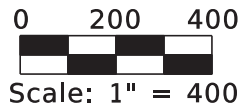
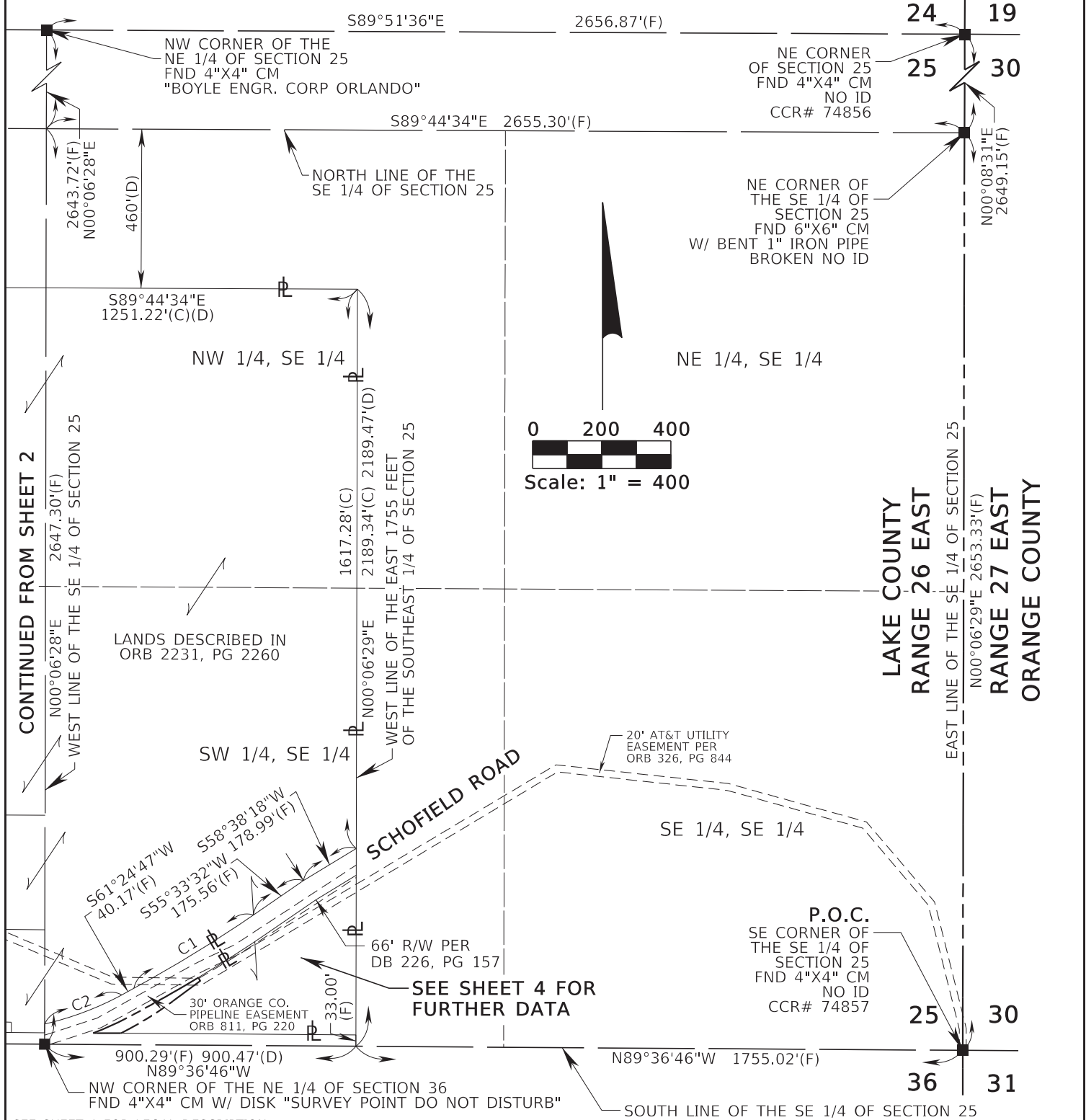
SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
51-137

SCALE: 1"=400'

SHEET 2 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-137



SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	MARCH 6, 2023
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	840-01
REVISION	BY DATE

GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

PARCEL
51-137

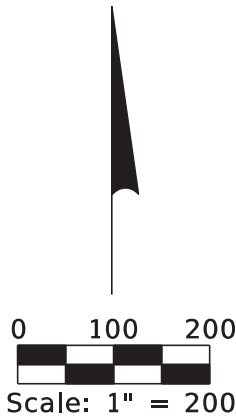
SCALE: 1"=400'

SHEET 3 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 PROJECT NO. 516-237
 PARCEL NO. 51-137

CONTINUED ON SHEET 3

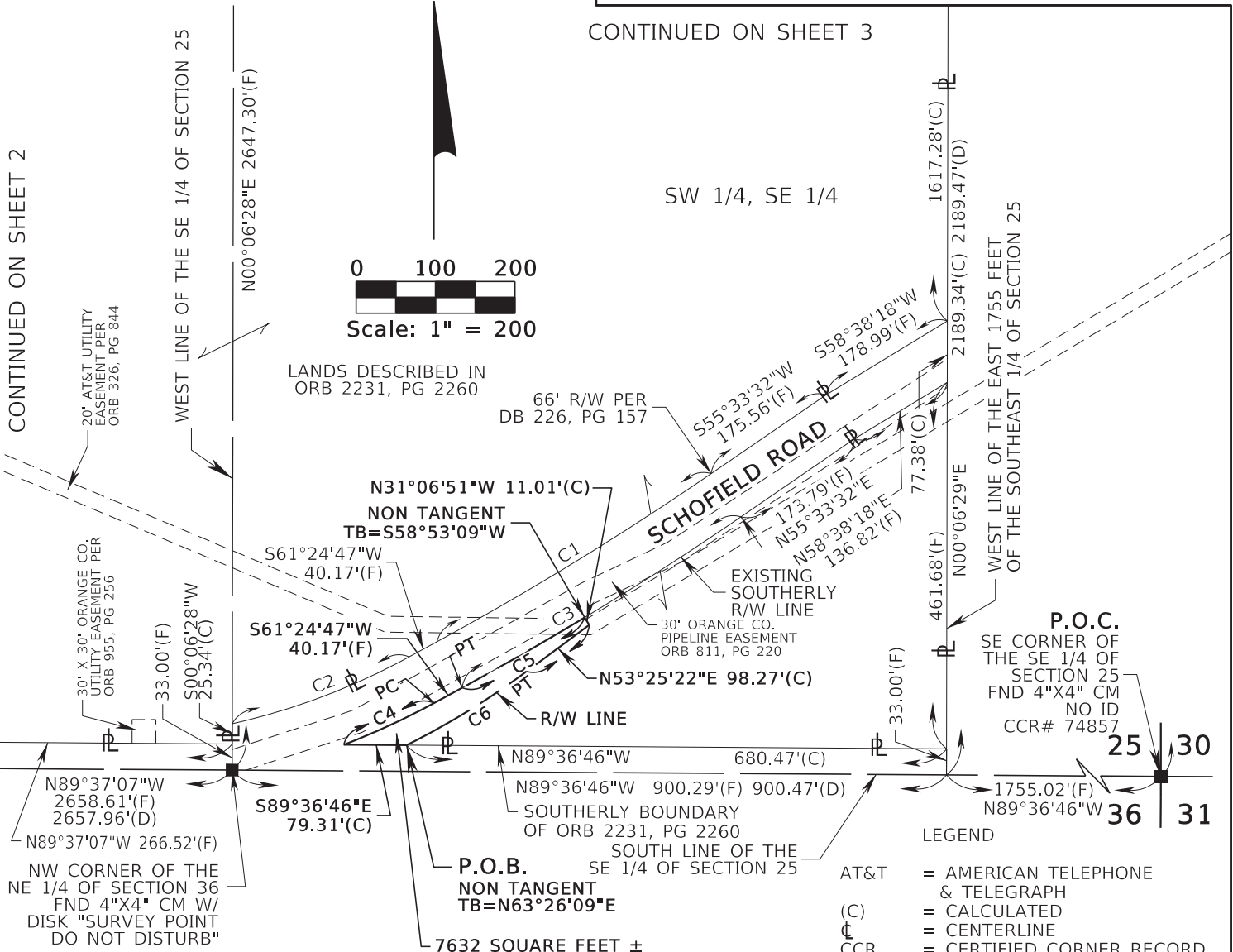
CONTINUED ON SHEET 2



LANDS DESCRIBED IN
 ORB 2231, PG 2260

66' R/W PER
 DB 226, PG 157

SW 1/4, SE 1/4



LEGEND

- AT&T = AMERICAN TELEPHONE & TELEGRAPH
- (C) = CALCULATED
- ⊕ = CENTERLINE
- CCR = CERTIFIED CORNER RECORD
- CO. = COMPANY
- CM = CONCRETE MONUMENT
- (D) = DEED/DESCRIBED
- DB = DEED BOOK
- Δ = DELTA (CENTRAL ANGLE)
- (F) = FIELD
- FND = FOUND
- ID = IDENTIFICATION
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- ℙ = PROPERTY LINE
- R/W = RIGHT OF WAY
- TB = TANGENT BEARING
- W/ = WITH

CURVE DATA

CURVE	Δ	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
C1	05°51'16"(F)	405.34'(F)	3967.00'(F)	405.17'(F)	S58°29'09"W
C2	15°47'53"(F)	239.05'(F)	867.00'(F)	238.30'(F)	S69°18'44"W
C3	05°51'16"(F)	412.09'(F)	4033.00'(F)	411.91'(F)	S58°29'09"W
C4	07°43'00"(C)	125.66'(C)	933.00'(C)	125.56'(C)	S65°16'17"W
C5	02°31'39"(C)	177.90'(C)	4033.00'(C)	177.89'(C)	S60°08'58"W
C6	10°00'47"(C)	177.54'(C)	1015.91'(C)	177.32'(C)	N58°25'46"E

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	MARCH 6, 2023
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	840-01
REVISION	BY DATE

 **GEODATA CONSULTANTS, INC.**
 SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS
 LICENSE NO. 6556

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)
 SR 516 (LAKE-ORANGE EXPRESSWAY)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 LAKE COUNTY, FLORIDA

**PARCEL
 51-137**

SCALE: 1"=200'

SHEET 4 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-202
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land in the South 1/2 of the Northwest 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, also being a portion of lands described in Official Records Book 9416, Page 381 of the Public Records of Orange County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Section 31, Township 23 South, Range 27 East, being a found 4"x4" concrete monument with no identification; thence South 00°04'23" West along the West line of the North 1/2 of the Northwest 1/4 of said Section 31, a distance of 1320.45 feet to the Southwest corner of said North 1/2; thence continue South 00°04'23" West along the West line of the South 1/2 of said Northwest 1/4, a distance of 237.30 feet to the POINT OF BEGINNING; thence departing said West line, run North 67°05'42" East, a distance of 296.15 feet to the Point of Curvature of a curve, concave to the Southeast, having a Radius of 6202.33 feet and a Central Angle of 03°09'12"; thence run Northeasterly along the Arc of said curve, a distance of 341.34 feet (Chord Bearing = North 68°40'18" East, Chord Distance = 341.30 feet) to a point on the North line of said South 1/2 of the Northwest 1/4 and to the end of said curve; thence North 89°47'47" East along said North line, a distance of 1270.21 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 6047.67 feet and a Central Angle of 02°22'16"; thence departing said North line, from a Tangent Bearing of South 85°27'20" West, run Southwesterly along the Arc of said curve, a distance of 250.27 feet (Chord Bearing = South 84°16'12" West, Chord Distance = 250.26 feet) to the end of said curve; thence South 10°33'57" East, a distance of 7.01 feet; thence South 82°59'37" West, a distance of 20.04 feet; thence North 10°33'57" West, a distance of 7.01 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 6047.67 feet and a Central Angle of 05°25'22"; thence from a Tangent Bearing of South 82°53'40" West, run along the Arc of said curve, a distance of 572.38 feet (Chord Bearing = South 80°10'59" West, Chord Distance = 572.17 feet) to the end of said curve, said point being a point on a non-tangent curve, concave to the Southeast, having a Radius of 5952.67 feet and a Central Angle of 06°43'38"; thence from a Tangent Bearing of South 73°49'20" West, run along the Arc of said curve, a distance of 698.90

SEE SHEET 2 FOR CONTINUATION

GENERAL NOTES:


1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, WITH A BEARING OF S00°04'23"W (BASIS OF BEARINGS).
2. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5086474, EFFECTIVE DATE JANUARY 05, 2021.
3. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

Bobby Paulk 
 2023.01.17 11:32:42-05'00'

BOBBY J. PAULK, P.S.M. DATE
 LICENSE NUMBER 6691

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

SEE SHEET 2 LEGEND AND ABBREVIATIONS
 SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION

DATE	SEPTEMBER 28, 2022	SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-202
DRAWN BY	B.PAULK			
CHECKED BY	G.COLON		S.R. 516 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N.T.S.
DRMP PROJECT NO.	19-0581.000			SHEET 1 OF 3
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-202
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:
 CONTINUED FROM SHEET 1

feet (Chord Bearing = South 70°27'31" West, Chord Distance = 698.50 feet) to the Point of Tangency of said curve; thence South 67°05'42" West, a distance of 402.01 feet to a point on aforementioned West line of the South 1/2 of the Northwest 1/4; thence North 00°04'23" East along said West line, a distance of 271.18 feet to the POINT OF BEGINNING.


Together with all rights of ingress, egress, light, air and view to, from or across any State Road 516 right of way property which may otherwise accrue to any property adjoining said right of way.

Contains 6.558 acres, more or less.

LEGEND AND ABBREVIATIONS

AC	=	ACRES	P.O.B.	=	POINT OF BEGINNING
(C)	=	CALCULATED	P.C.	=	POINT OF CURVATURE
C.B.	=	CHORD BEARING	P.C.C.	=	POINT OF COMPOUND CURVATURE
C.D.	=	CHORD DISTANCE	P.I.	=	POINT OF INTERSECTION
CONC.	=	CONCRETE	P.O.C.	=	POINT ON CURVE
COR.	=	CORNER	P.O.T.	=	POINT ON TANGENT
CMON	=	CONCRETE MONUMENT	P.R.C.	=	POINT OF REVERSE CURVATURE
(D)	=	DEED	P.T.	=	POINT OF TANGENCY
Δ	=	CURVE DELTA ANGLE	R	=	RADIUS
FND	=	FOUND	RD	=	ROAD
ID	=	IDENTIFICATION	RGE.	=	RANGE
IP	=	IRON PIPE	R/W	=	RIGHT OF WAY
IRC	=	IRON ROD AND CAP	SEC.	=	SECTION
L	=	LENGTH OF CURVE	SF	=	SQUARE FEET
LB	=	LICENSED BUSINESS	S.R.	=	STATE ROAD
L/A	=	LIMITED ACCESS	SRD	=	STATE ROAD DEPARTMENT
NO.	=	NUMBER	T	=	TANGENT
N/A	=	NOT APPLICABLE	TWP.	=	TOWNSHIP
NLD	=	NAIL & DISK	T.B.	=	TANGENT BEARING
NT	=	NOT-TANGENT	R/W LINE	=	—————
N.T.S.	=	NOT TO SCALE	L/A R/W LINE	=	————— / — / —
O.R.B.	=	OFFICIAL RECORD BOOK			
PG	=	PAGE			
PSM	=	PROFESSIONAL SURVEYOR AND MAPPER			
℞	=	PROPERTY LINE			

SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION

DATE	SEPTEMBER 28, 2022	SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-202
DRAWN BY	B.PAULK			
CHECKED BY	G.COLON		SHEET 2 OF 3	
DRMP PROJECT NO.	19-0581.000			
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-202
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

25 30

36 31

RCSECC2
 POINT OF COMMENCEMENT
 NW COR. SEC. 31
 FND 4"X4" CMON NO ID

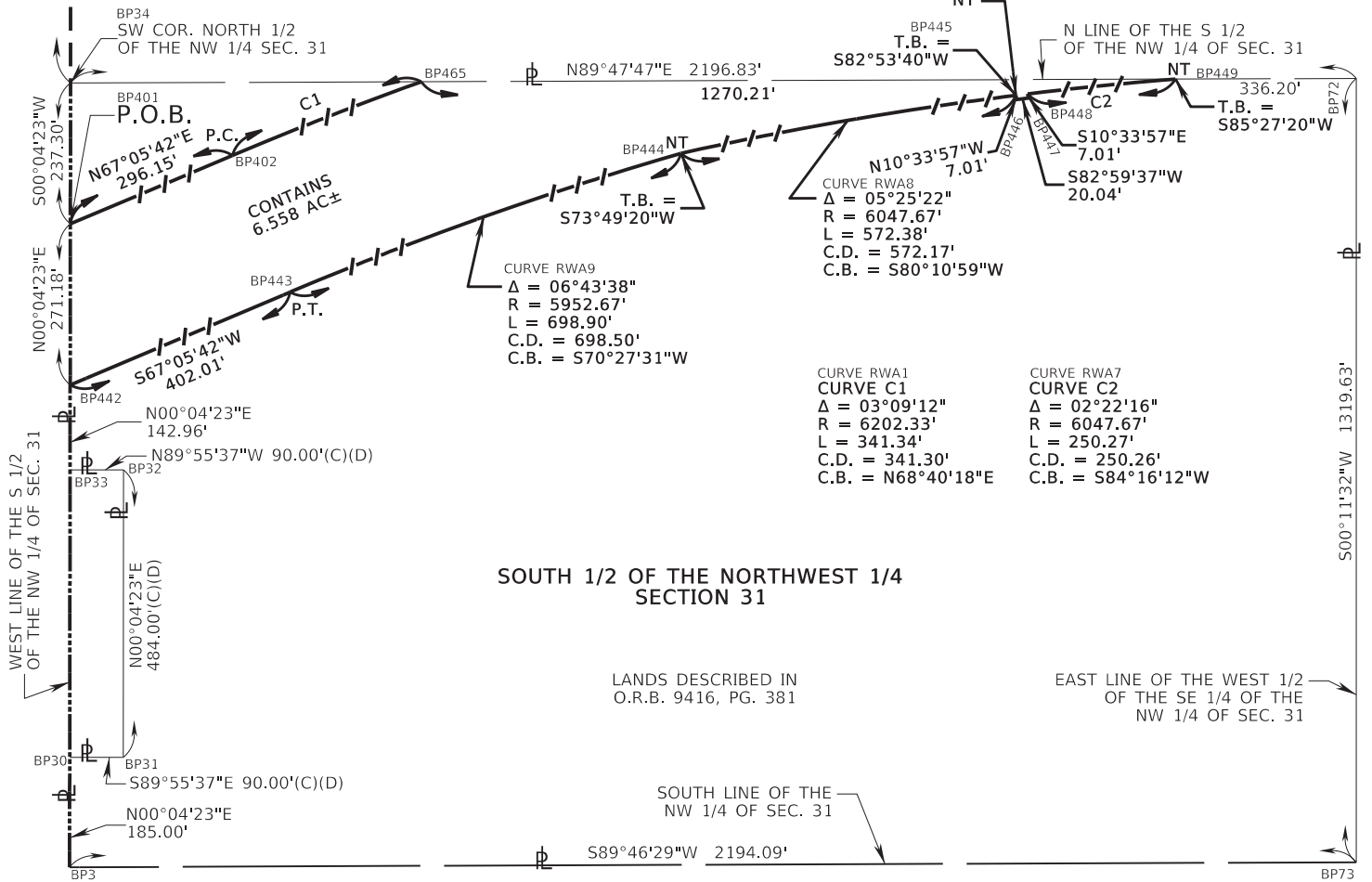
TOWNSHIP 23 SOUTH

NORTH 1/2 OF THE NORTHWEST 1/4 SECTION 31



Scale: 1" = 300'

LAKE COUNTY
 RANGE 26 EAST
 WEST LINE OF THE N 1/2
 OF THE NW 1/4 OF SEC. 31
 (BASIS OF BEARINGS)
 RANGE 27 EAST
 ORANGE COUNTY



SOUTH 1/2 OF THE NORTHWEST 1/4 SECTION 31

LANDS DESCRIBED IN
 O.R.B. 9416, PG. 381

EAST LINE OF THE WEST 1/2
 OF THE SE 1/4 OF THE
 NW 1/4 OF SEC. 31

SOUTH LINE OF THE
 NW 1/4 OF SEC. 31

SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEET 2 FOR LEGEND AND ABBREVIATIONS
 SEE SHEETS 1-2 FOR LEGAL DESCRIPTION

DATE	SEPTEMBER 28, 2022	
DRAWN BY	B.PAULK	
CHECKED BY	G.COLON	
DRMP PROJECT NO.	19-0581.000	
REVISION	BY	DATE

SKETCH PREPARED BY

DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 CERTIFICATION OF
 AUTHORIZATION NO. LB 2648

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

S.R. 516
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 51-202

SCALE: 1"=300'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-203
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:
 Part A

A parcel of land in the North 1/2 of the Northwest 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, also being a portion of lands described in Official Records Book 6614, Page 5384 of the Public Records of Orange County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Section 31, Township 23 South, Range 27 East, being a found 4"x4" concrete monument with no identification; thence South 00°04'23" West along the West line of the North 1/2 of the Northwest 1/4 of said Section 31, a distance of 1320.45 feet to the Southwest corner of said North 1/2; thence North 89°47'47" East along the South line of said North 1/2, a distance of 590.42 feet to the POINT OF BEGINNING, said point being on a non-tangent curve, concave to the Southeast, having a Radius of 6202.33 feet and a Central Angle of 02°49'40"; thence from a Tangent Bearing of North 70°14'54" East, run Northeasterly along the Arc of said curve, a distance of 306.12 feet (Chord Bearing = North 71°39'44" East, Chord Distance = 306.09 feet) to the Point of Tangency; thence North 73°04'34" East, a distance of 533.02 feet; thence North 76°30'14" East, a distance of 100.35 feet; thence North 73°04'34" East, a distance of 47.19 feet; thence North 10°33'57" West, a distance of 7.04 feet; thence North 73°14'11" East, a distance of 20.12 feet; thence South 10°33'57" East, a distance of 7.04 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 6547.40 feet and a Central angle of 01°20'15"; thence from a Tangent Bearing of North 73°19'04" East, run Northeasterly along the Arc of said curve, a distance of 152.85 feet (Chord Bearing = North 73°59'12" East, Chord Distance = 152.85 feet) to the end of said curve; thence North 15°20'40" West, a distance of 60.67 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 6608.07 feet and a Central angle of 05°01'36"; thence from a Tangent Bearing of North 74°39'20" East, run Northeasterly along the Arc of said curve, a distance of 579.73 feet (Chord Bearing = North 77°10'07" East, Chord Distance = 579.54 feet) to the Point of Tangency; thence North 79°40'55" East, a distance of 349.31 feet; thence South 10°19'05" East, a distance of 115.97 feet; thence South 46°02'39" East, a distance of 56.20 feet; thence South 06°56'32" East, a distance of 42.83 feet; thence North 83°03'28" East, a distance of 34.81 feet; thence South 05°17'48" East, a distance of 230.95 feet; thence South 84°42'12" West,

SEE SHEET 2 FOR CONTINUATION

GENERAL NOTES:


1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, WITH A BEARING OF S00°04'23"W (BASIS OF BEARINGS).
2. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5086517, EFFECTIVE DATE JANUARY 05, 2021.
3. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

Bobby Paulk
 2023.03.06 08:42:58-05'00'

BOBBY J. PAULK, P.S.M. DATE
 LICENSE NUMBER 6691

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

SEE SHEET 2 FOR LEGEND AND ABBREVIATIONS
 SEE SHEET 5 FOR SKETCH OF DESCRIPTION

DATE	FEBRUARY 15, 2023	SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-203
DRAWN BY	B.PAULK			
CHECKED BY	G.COLON		SHEET 1 OF 5	
DRMP PROJECT NO.	19-0581.000			
UPDATED GEOMETRY	BJP	03/02/2023		
PART B & C				
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-203
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE



LEGAL DESCRIPTION:
 Part A
 CONTINUED FROM SHEET 1

a distance of 67.36 feet; thence South 05°17'48" East, a distance of 76.23 feet; thence South 00°00'00" East, a distance of 56.75 feet to a point on a non-tangent curve, concave to the Southwest, having a Radius of 110.00 feet and a Central angle of 23°51'54"; thence from a Tangent Bearing of South 77°45'30" East, run Southeasterly along the Arc of said curve, a distance of 45.82 feet (Chord Bearing = South 65°49'33" East, Chord Distance = 45.49 feet) to a point on the aforementioned South line of the North 1/2; thence South 89°47'47" West along said South line, a distance of 2105.81 feet to the POINT OF BEGINNING.


Together with all rights of ingress, egress, light, air and view to, from or across any State Road 516 right of way property which may otherwise accrue to any property adjoining said right of way.

Containing 15.483 acres, more or less.

LEGEND AND ABBREVIATIONS

AC	= ACRES	P.O.B.	= POINT OF BEGINNING
(C)	= CALCULATED	P.C.	= POINT OF CURVATURE
C.B.	= CHORD BEARING	P.C.C.	= POINT OF COMPOUND CURVATURE
C.D.	= CHORD DISTANCE	P.I.	= POINT OF INTERSECTION
CONC.	= CONCRETE	P.O.C.	= POINT ON CURVE
COR.	= CORNER	P.O.T.	= POINT ON TANGENT
CMON	= CONCRETE MONUMENT	P.R.C.	= POINT OF REVERSE CURVATURE
(D)	= DEED	P.T.	= POINT OF TANGENCY
Δ	= CURVE DELTA ANGLE	R	= RADIUS
EASE.	= EASEMENT	RGE.	= RANGE
FND	= FOUND	R/W	= RIGHT OF WAY
ID	= IDENTIFICATION	SEC.	= SECTION
IP	= IRON PIPE	SF	= SQUARE FEET
IRC	= IRON ROD AND CAP	S.R.	= STATE ROAD
L	= LENGTH OF CURVE	SRD	= STATE ROAD DEPARTMENT
LB	= LICENSED BUSINESS	T	= TANGENT
L/A	= LIMITED ACCESS	TWP.	= TOWNSHIP
NO.	= NUMBER	T.B.	= TANGENT BEARING
N/A	= NOT APPLICABLE	R/W LINE	= 
NLD	= NAIL & DISK	L/A R/W LINE	= 
NT	= NON-TANGENT		
N.T.S.	= NOT TO SCALE		
O.R.B.	= OFFICIAL RECORD BOOK		
PG.	= PAGE		
PSM	= PROFESSIONAL SURVEYOR AND MAPPER		
PL	= PROPERTY LINE		

SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEET 5 FOR SKETCH OF DESCRIPTION

DATE	FEBRUARY 15, 2023	SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) S.R. 516 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 51-203
DRAWN BY	B.PAULK			SCALE: N.T.S.
CHECKED BY	G.COLON			
DRMP PROJECT NO.	19-0581.000			SHEET 2 OF 5
UPDATED GEOMETRY	BJP	03/02/2023		
PART B & C				
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 516 PROJECT NO. 516-238
PARCEL NO. 51-203
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:
Part B

A parcel of land in the North 1/2 of the Northwest 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, also being a portion of lands described in Official Records Book 6614, Page 5384 of the Public Records of Orange County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Section 31, Township 23 South, Range 27 East, being a found 4"x4" concrete monument with no identification; thence South 00°04'23" West along the West line of the North 1/2 of the Northwest 1/4 of said Section 31, a distance of 1320.45 feet to the Southwest corner of said North 1/2; thence North 89°47'47" East along the South line of said North 1/2, a distance of 590.42 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 6202.33 feet and a Central Angle of 02°49'40"; thence from a Tangent Bearing of North 70°14'54" East, run Northeasterly along the Arc of said curve, a distance of 306.12 feet (Chord Bearing = North 71°39'44" East, Chord Distance = 306.09 feet) to the Point of Tangency; thence North 73°04'34" East, a distance of 533.02 feet; thence North 76°30'14" East, a distance of 100.35 feet; thence North 73°04'34" East, a distance of 47.19 feet; thence North 10°33'57" West, a distance of 7.04 feet; thence North 73°14'11" East, a distance of 20.12 feet; thence South 10°33'57" East, a distance of 7.04 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 6547.40 feet and a Central angle of 01°20'15"; thence from a Tangent Bearing of North 73°19'04" East, run Northeasterly along the Arc of said curve, a distance of 152.85 feet (Chord Bearing = North 73°59'12" East, Chord Distance = 152.85 feet) to the end of said curve; thence North 15°20'40" West, a distance of 60.67 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 6608.07 feet and a Central angle of 05°01'36"; thence from a Tangent Bearing of North 74°39'20" East, run Northeasterly along the Arc of said curve, a distance of 579.73 feet (Chord Bearing = North 77°10'07" East, Chord Distance = 579.54 feet) to the Point of Tangency; thence North 79°40'55" East, a distance of 349.31 feet to the POINT OF BEGINNING; thence continue North 79°40'55" East, a distance of 22.10 feet to a point on a non-tangent curve, concave to the Northwest, having a Radius of 279.34 feet and a Central Angle of 51°59'18"; thence from a Tangent Bearing of North 51°59'18" East, run Northeasterly along the Arc of said curve, a distance of 253.47 feet (Chord Bearing = North 25°59'39" East, Chord Distance = 244.86 feet) to the Point of Tangency; thence North 00°00'00" East, a distance of 139.51 feet; thence North 22°44'20" East, a distance of 77.61 feet; thence North 00°00'00" East, a distance of 215.58 feet to a point on the existing South Right of Way line of Schofield road as described in Official Records Book 10968, Page 3616 of the Public Records of Orange County, Florida; thence North 89°49'06" East along said South line, a distance of 111.33 feet to a point on the East line of the North 1/2 of the Northwest 1/4 of said Section 31; thence South 00°12'04" West along said East line, a distance of 1229.38 feet to the Southeast corner of said North 1/2; thence South 89°47'47" West along the South line of said North 1/2, a distance of 162.34 feet to a point on a non-tangent curve, concave to the Southwest, having a Radius of 110.00 feet and a Central Angle of 23°51'54"; thence from a Tangent Bearing of North 53°53'36" West, run Northwestwesterly along the Arc of said curve, a distance of 45.82 feet (Chord Bearing = North 65°49'33" West, Chord Distance = 45.49 feet) to the end of said curve; thence North 00°00'00" East, a distance of 56.75 feet; thence North 05°17'48" West, a distance of 76.23 feet; thence North 84°42'12" East, a distance of 67.36 feet; thence North 05°17'48" West, a distance of 230.95 feet; thence South 83°03'28" West, a distance of 34.81 feet; thence North 06°56'32" West, a distance of 42.83 feet; thence North 46°02'39" West, a distance of 56.20 feet; thence North 10°19'05" West, a distance of 115.97 feet to the POINT OF BEGINNING.

Contains 4.704 acres, more or less.

SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEET 2 FOR LEGEND AND ABBREVIATIONS
 SEE SHEET 5 FOR SKETCH OF DESCRIPTION

DATE	FEBRUARY 15, 2023	SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-203
DRAWN BY	B.PAULK			
CHECKED BY	G.COLON		UPDATED GEOMETRY PART B & C REVISION	SHEET 3 OF 5
DRMP PROJECT NO.	19-0581.000			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-203
 PURPOSE: LIMITED ACCESS RIGHTS ONLY
 ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:
 PART C

All rights of ingress, egress, light, air and view between the Grantor's remaining property and State Road 516, along the following described line, lying within the North 1/2 of the Northwest 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

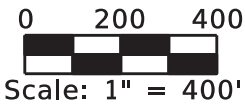
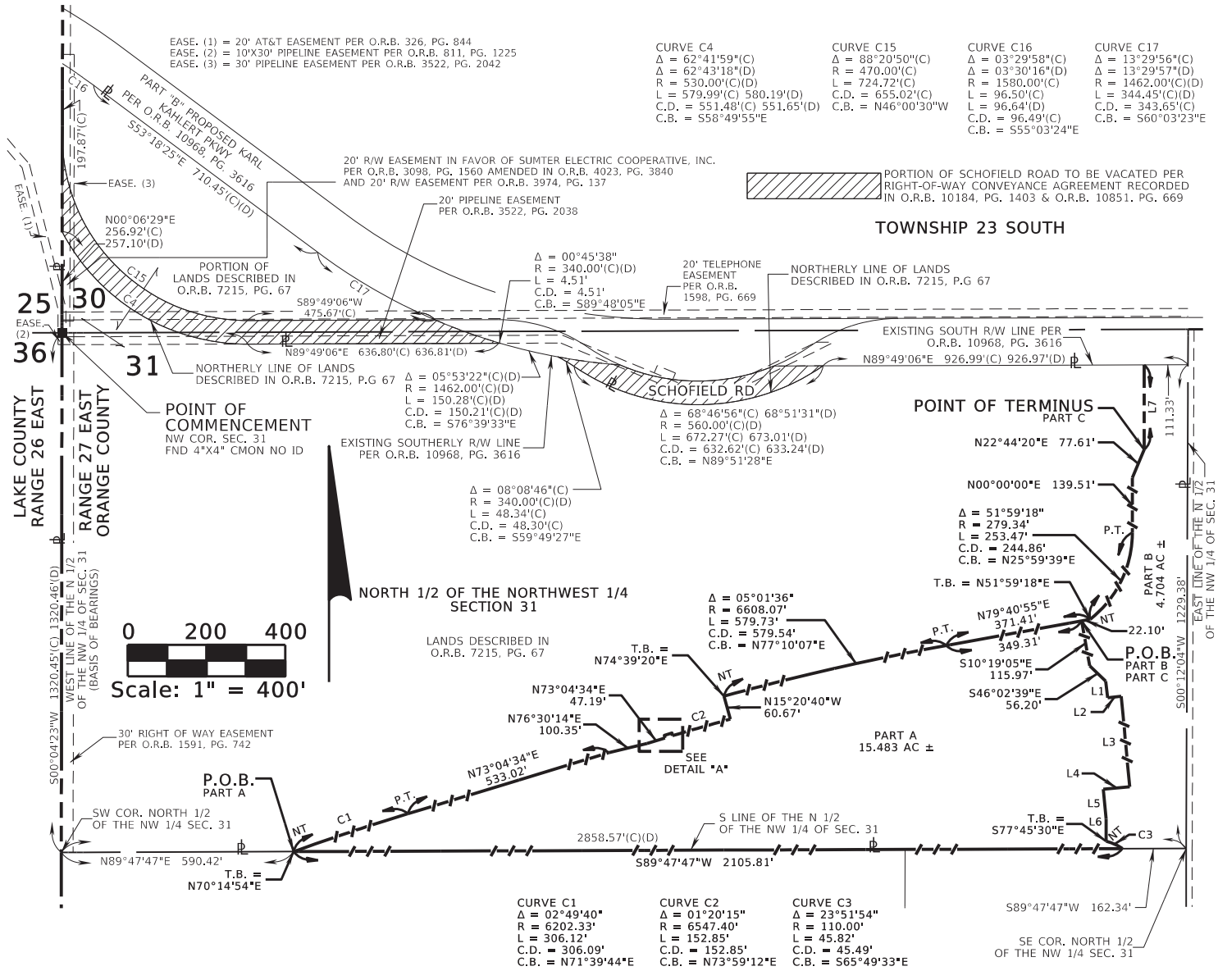
Commence at the Northwest corner of Section 31, Township 23 South, Range 27 East, being a found 4"x4" concrete monument with no identification; thence South 00°04'23" West along the West line of the North 1/2 of the Northwest 1/4 of said Section 31, a distance of 1320.45 feet to the Southwest corner of said North 1/2; thence North 89°47'47" East along the South line of said North 1/2, a distance of 590.42 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 6202.33 feet and a Central Angle of 02°49'40"; thence from a Tangent Bearing of North 70°14'54" East, run Northeasterly along the Arc of said curve, a distance of 306.12 feet (Chord Bearing = North 71°39'44" East, Chord Distance = 306.09 feet) to the Point of Tangency; thence North 73°04'34" East, a distance of 533.02 feet; thence North 76°30'14" East, a distance of 100.35 feet; thence North 73°04'34" East, a distance of 47.19 feet; thence North 10°33'57" West, a distance of 7.04 feet; thence North 73°14'11" East, a distance of 20.12 feet; thence South 10°33'57" East, a distance of 7.04 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 6547.40 feet and a Central angle of 01°20'15"; thence from a Tangent Bearing of North 73°19'04" East, run Northeasterly along the Arc of said curve, a distance of 152.85 feet (Chord Bearing = North 73°59'12" East, Chord Distance = 152.85 feet) to the end of said curve; thence North 15°20'40" West, a distance of 60.67 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 6608.07 feet and a Central angle of 05°01'36"; thence from a Tangent Bearing of North 74°39'20" East, run Northeasterly along the Arc of said curve, a distance of 579.73 feet (Chord Bearing = North 77°10'07" East, Chord Distance = 579.54 feet) to the Point of Tangency; thence North 79°40'55" East, a distance of 349.31 feet to the POINT OF BEGINNING; thence continue North 79°40'55" East, a distance of 22.10 feet to a point on a non-tangent curve, concave to the Northwest, having a Radius of 279.34 feet and a Central Angle of 51°59'18"; thence from a Tangent Bearing of North 51°59'18" East, run Northeasterly along the Arc of said curve, a distance of 253.47 feet (Chord Bearing = North 25°59'39" East, Chord Distance = 244.86 feet) to the Point of Tangency; thence North 00°00'00" East, a distance of 139.51 feet; thence North 22°44'20" East, a distance of 77.61 feet to the POINT OF TERMINUS.

Limited Access Rights only along a line without area.

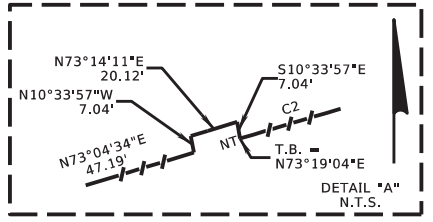
SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEET 2 FOR LEGEND AND ABBREVIATIONS
 SEE SHEET 5 FOR SKETCH OF DESCRIPTION

DATE	FEBRUARY 15, 2023		SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-203
DRAWN BY	B.PAULK				
CHECKED BY	G.COLON				
DRMP PROJECT NO.	19-0581.000			S.R. 516 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N.T.S.
UPDATED GEOMETRY	BJP	03/02/2023			SHEET 4 OF 5
PART B & C					
REVISION	BY	DATE			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 516 PROJECT NO. 516-238
PARCEL NO. 51-203
PURPOSE:
LIMITED ACCESS RIGHT OF WAY PART A
RIGHT OF WAY PART B
LIMITED ACCESS RIGHTS ONLY PART C
ESTATE: FEE SIMPLE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S06°56'32"E	42.83'
L2	N83°03'28"E	34.81'
L3	S05°17'48"E	230.95'
L4	S84°42'12"W	67.36'
L5	S05°17'48"E	76.23'
L6	S00°00'00"E	56.75'
L7	N00°00'00"E	215.58'



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

DATE	FEBRUARY 15, 2023	
DRAWN BY	B.PAULK	
CHECKED BY	G.COLON	
DRMP PROJECT NO.	19-0581.000	
UPDATED GEOMETRY	BJP	03/02/2023
PART B & C		
REVISION	BY	DATE

SKETCH PREPARED BY

DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 CERTIFICATION OF
 AUTHORIZATION NO. LB 2648

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

S.R. 516
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
51-203

SCALE: 1"=400'

SHEET 5 OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-204
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:
 Part A

A parcel of land in the Northeast 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, also being a portion of lands described in Instrument Number 20200353067 of the Public Records of Orange County, Florida and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 31, Township 23 South, Range 27 East, being a found 6"x6" concrete monument with pin and no identification; thence South 89°46'29" West along the South line of said Northeast 1/4, a distance of 375.31 feet to the POINT OF BEGINNING; thence continue South 89°46'29" West along said South line, a distance of 64.08 feet to a point on a non-tangent curve, concave to the Northeast, having a Radius of 8424.99 feet and a Central Angle of 05°20'55"; thence departing said South line, from a Tangent Bearing of North 28°48'47" West, run Northwesterly along the Arc of said curve, a distance of 786.48 feet (Chord Bearing = North 26°08'20" West, Chord Distance = 786.19 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 1185.24 feet and a Central Angle of 61°36'13"; thence run Northwesterly along the Arc of said curve, a distance of 1274.35 feet (Chord Bearing = North 54°15'59" West, Chord Distance = 1213.85 feet) to the end of said curve; thence South 76°09'55" West, a distance of 85.61 feet to a point on a non-tangent curve, concave to the South, having a Radius of 6056.00 feet and a Central Angle of 06°18'36"; thence from a Tangent Bearing of North 85°50'06" West, run Westerly along the Arc of said curve, a distance of 666.96 feet (Chord Bearing = North 88°59'25" West, Chord Distance = 666.63 feet) to the end of said curve; thence North 47°06'35" West, a distance of 14.12 feet; thence North 02°01'36" West, a distance of 76.14 feet; thence South 84°42'12" West, a distance of 29.56 feet; thence North 05°17'48" West, a distance of 238.02 feet; thence North 83°03'34" East, a distance of 41.64 feet; thence North 06°56'26" West, a distance of 59.17 feet; thence North 83°03'28" East, a distance of 159.50 feet to the point of curvature of a curve, concave to the North, having a Radius of 2912.00 feet and a Central Angle of 06°01'29"; thence run Easterly along the Arc of said curve, a distance of 306.20 feet (Chord Bearing = North 80°02'43" East, Chord Distance = 306.06 feet) to the end of said curve; thence North 88°52'06" East, a distance of 227.40 feet to a point on a non-tangent curve, concave to the Northwest, having a Radius of 1494.89 feet

SEE SHEET 2 FOR CONTINUATION

GENERAL NOTES:


1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, WITH A BEARING OF S89°46'29"W (BASIS OF BEARINGS).
2. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5086551, EFFECTIVE DATE JANUARY 05, 2021.
3. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

Bobby Paulk
 2023.01.17 11:33:00-05'00'

BOBBY J. PAULK, P.S.M. DATE
 LICENSE NUMBER 6691

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

SEE SHEET 6-8 FOR SKETCH OF DESCRIPTIONS
 SEE SHEET 9 FOR LEGEND AND ABBREVIATIONS
 SEE SHEET 9 FOR LINE AND CURVE TABLES

DATE	SEPTEMBER 28, 2022	SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-204
DRAWN BY	B.PAULK			
CHECKED BY	G.COLON		REVISION BY DATE	SHEET 1 OF 9
DRMP PROJECT NO.	19-0581.000			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-204
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:
 Part A
 CONTINUED FROM SHEET 1

and a Central Angle of 37°54'40"; thence from a Tangent Bearing of North 72°43'51" East, run Northeasterly along the Arc of said curve, a distance of 989.13 feet (Chord Bearing = North 53°46'31" East, Chord Distance = 971.18 feet) to a point on the Existing West Limited Access Right of Way line of State Road 429 per Right of Way Map Project Number 75320-6460-653; thence the following six (6) calls along said West Limited Access Right of Way line: thence South 10°38'51" East, a distance of 334.62 feet; thence South 02°40'24" East, a distance of 100.98 feet; thence South 10°38'54" East, a distance of 353.79 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 2958.79 feet and a Central Angle of 06°57'25"; thence run Southerly along the Arc of said curve, a distance of 359.26 feet (Chord Bearing = South 14°07'36" East, Chord Distance = 359.04 feet) to the Point of Tangency; thence South 17°36'18" East, a distance of 581.80 feet to the Point of Curvature of a curve, concave to the Northeast, having a Radius of 5161.02 feet and a Central Angle of 09°07'09"; thence run Southeasterly along the Arc of said curve, a distance of 821.41 feet (Chord Bearing = South 22°09'52" East, Chord Distance = 820.55 feet) to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said right of way.

Contains 27.414 acres, more or less.

SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEET 6-8 FOR SKETCH OF DESCRIPTIONS
 SEE SHEET 9 FOR LEGEND AND ABBREVIATIONS, LINE AND CURVE TABLES

DATE	SEPTEMBER 28, 2022	SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-204
DRAWN BY	B.PAULK			
CHECKED BY	G.COLON		REVISION BY DATE	SHEET 2 OF 9
DRMP PROJECT NO.	19-0581.000			

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-204
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE**

**LEGAL DESCRIPTION:
 Part B**


A parcel of land in the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, also being a portion of lands described in Instrument Number 20200353067 of the Public Records of Orange County, Florida and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 31, Township 23 South, Range 27 East, being a found 6"x6" concrete monument with pin and no identification; thence South 89°46'29" West along the South line of said Northeast 1/4, a distance of 2658.07 feet to the Southwest corner of said Northeast 1/4; thence North 00°12'04" East along the West line of said Northeast 1/4, a distance of 1319.38 feet to the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 31; thence South 89°47'47" West along the North line of said Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4, a distance of 162.34 feet to the POINT OF BEGINNING, said point being a point on a non-tangent curve, concave to the Southwest, having a Radius of 110.00 feet and a Central Angle of 04°46'29"; thence departing said South line, from a Tangent Bearing of South 53°53'36" East, run Southeasterly along the Arc of said curve, a distance of 9.17 feet (Chord Bearing = South 51°30'22" East, Chord Distance = 9.16 feet) to the Point of Tangency; thence South 49°07'07" East, a distance of 73.18 feet to the point of curvature of a curve, concave to the North, having a Radius of 119.50 feet and a Central Angle of 85°52'17"; thence run Easterly along the Arc of said curve, a distance of 179.10 feet (Chord Bearing = North 87°56'44" East, Chord Distance = 162.80 feet) to a Point of Reverse Curvature of a curve, concave to the Southeast, having a Radius of 101.00 feet, and a Central Angle of 42°47'03"; thence run Northeasterly along the Arc of said curve, a distance of 75.42 feet (Chord Bearing = North 66°24'08" East, Chord Distance = 73.68 feet) to the end of said curve; thence North 88°24'11" East, a distance of 30.00 feet; thence North 02°06'45" West, a distance of 24.24 feet to a point on a non-tangent curve, concave to the South, having a Radius of 5966.00 feet, and a Central Angle of 05°24'52"; thence from a Tangent Bearing of North 88°04'47" East, run Easterly along the Arc of said curve, a distance of 563.78 feet (Chord Bearing = South 89°12'47" East, Chord Distance = 563.57 feet) to the end of said curve; thence South 00°00'00" East, a distance of 753.91 feet; thence South 90°00'00" West, a distance of 288.28 feet; thence North 80°13'43" West, a distance of 96.92 feet; thence North 60°52'25" West, a distance of 72.00 feet; thence North 10°37'18" West, a distance of 388.11 feet; thence North 59°29'02" West, a distance of 23.96 feet; thence South 89°42'12" West, a distance of 194.07 feet; thence North 47°12'09" West, a distance of 240.47 feet; thence North 63°19'03" West, a distance of 189.66 feet; thence North 18°25'31" West, a distance of 64.75 feet to a point on the aforementioned North line of said Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4; thence North 89°47'47" East along said North line, a distance of 213.98 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said right of way.

Contains 11.126 acres, more or less.

SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEET 6-8 FOR SKETCH OF DESCRIPTIONS
 SEE SHEET 9 FOR LEGEND AND ABBREVIATIONS, LINE AND CURVE TABLES.

DATE	SEPTEMBER 28, 2022	SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-204
DRAWN BY	B.PAULK			
CHECKED BY	G.COLON		REVISION BY DATE	SHEET 3 OF 9
DRMP PROJECT NO.	19-0581.000			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 516 PROJECT NO. 516-238
PARCEL NO. 51-204
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:
Part C

A parcel of land in the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, also being a portion of lands described in Instrument Number 20200353067 of the Public Records of Orange County, Florida and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 31, Township 23 South, Range 27 East, being a found 6"x6" concrete monument with pin and no identification; thence South 89°46'29" West along the South line of said Northeast 1/4, a distance of 2658.07 feet to the Southwest corner of said Northeast 1/4; thence North 00°12'04" East along the West line of said Northeast 1/4, a distance of 1319.38 feet to the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 31 and the POINT OF BEGINNING; thence continue North 00°12'04" East along said West line, a distance of 1144.38 feet to a point on the existing South Right of Way line of Schofield Road described in Official Records Book 10852, Page 7710 of the Public Records of Orange County, Florida; thence departing said West line, run the following two (2) calls along said South Right of Way line: thence North 42°56'25" East, a distance of 36.72 feet; thence North 85°41'00" East, a distance of 34.05 feet; thence departing said South Right of Way line, run South 00°00'00" East, a distance of 591.17 feet; thence South 31°36'22" East, a distance of 19.35 feet; thence North 83°03'28" East, a distance of 114.29 feet; thence South 06°56'32" East, a distance of 90.00 feet; thence South 83°03'28" West, a distance of 95.73 feet; thence South 06°56'26" East, a distance of 59.17 feet; thence South 83°03'34" West, a distance of 41.64 feet; thence South 05°17'48" East, a distance of 238.02 feet; thence North 84°42'12" East, a distance of 29.56 feet; thence South 02°01'36" East, a distance of 76.14 feet; thence South 47°06'35" East, a distance of 14.12 feet to a point on a non-tangent curve, concave to the South, having a Radius of 6056.00 feet and a Central Angle of 01°09'04"; thence from a Tangent Bearing of North 87°51'17" East, run Easterly along the Arc of said curve, a distance of 121.68 feet (Chord Bearing = North 88°25'49" East, Chord Distance = 121.68 feet) to the end of said curve; thence South 01°05'19" East, a distance of 90.00 feet to a point on a non-tangent curve, concave to the South, having a Radius of 5966.00 feet and a Central Angle of 00°55'40"; thence from a Tangent Bearing of South 89°00'27" West, run Westerly along the Arc of said curve, a distance of 96.60 feet (Chord Bearing = South 88°32'37" West, Chord Distance = 96.60 feet) to the end of said curve; thence South 02°06'45" East, a distance of 24.24 feet; thence South 88°24'11" West, a distance of 30.00 feet to a point on a non-tangent curve, concave to the Southeast, having a Radius of 101.00 feet and a Central Angle of 42°47'03"; thence from a Tangent Bearing of South 87°47'39" West, run Southwesterly along the Arc of said curve, a distance of 75.42 feet (Chord Bearing = South 66°24'08" West, Chord Distance = 73.68 feet) to the Point of Reverse Curvature of a curve, concave to the North, having a Radius of 119.50 feet and a Central Angle of 85°52'17"; thence run Westerly along the Arc of said curve, a distance of 179.10 feet (Chord Bearing = South 87°56'44" West, Chord Distance = 162.80 feet) to the Point of Tangency; thence North 49°07'07" West, a distance of 73.18 feet to the point of curvature of a curve, concave to the Southwest, having a Radius of 110.00 feet and a Central Angle of 04°46'29"; thence run Northwesterly along the Arc of said curve, a distance of 9.17 feet (Chord Bearing = North 51°30'22" West, Chord Distance = 9.16 feet) to a point on the North line of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 31; thence North 89°47'47" East along said North line, a distance of 162.34 feet to the POINT OF BEGINNING.

Contains 2.940 acres, more or less.

SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEET 6-8 FOR SKETCH OF DESCRIPTIONS
 SEE SHEET 9 FOR LEGEND AND ABBREVIATIONS, LINE AND CURVE TABLES

DATE SEPTEMBER 28, 2022		SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-204
DRAWN BY B.PAULK	CHECKED BY G.COLON			
DRMP PROJECT NO. 19-0581.000				SHEET 4 OF 9
REVISION	BY		DATE	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-204
 PURPOSE: LIMITED ACCESS RIGHTS ONLY
 ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:
 Part D

All rights of ingress, egress, light, air and view between the Grantor's remaining property and State Road 516, along the following described line, lying within a portion of the Northeast 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, also being a portion of lands described in Instrument Number 20200353067 of the Public Records of Orange County, Florida and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 31, Township 23 South, Range 27 East, being a found 6"x6" concrete monument with pin and no identification; thence South 89°46'29" West along the South line of said Northeast 1/4, a distance of 2658.07 feet to the Southwest corner of said Northeast 1/4; thence North 00°12'04" East along the West line of said Northeast 1/4, a distance of 1319.38 feet to the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 31; thence continue North 00°12'04" East along said West line, a distance of 1144.38 feet to a point on the existing South Right of Way line of Schofield Road as described in Official Records Book 10852, Page 7710 of the Public Records of Orange County, Florida; thence departing said West line, run the following two (2) calls along said South Right of Way line of Schofield Road: thence North 42°56'25" East, a distance of 36.72 feet; thence North 85°41'00" East, a distance of 34.05 feet; thence departing said South Right of Way line, run South 00°00'00" East, a distance of 320.92 feet to the POINT OF BEGINNING; thence continue South 00°00'00" East, a distance of 270.25 feet; thence South 31°36'22" East, a distance of 19.35 feet; thence North 83°03'28" East, a distance of 114.29 feet to the POINT OF TERMINUS.

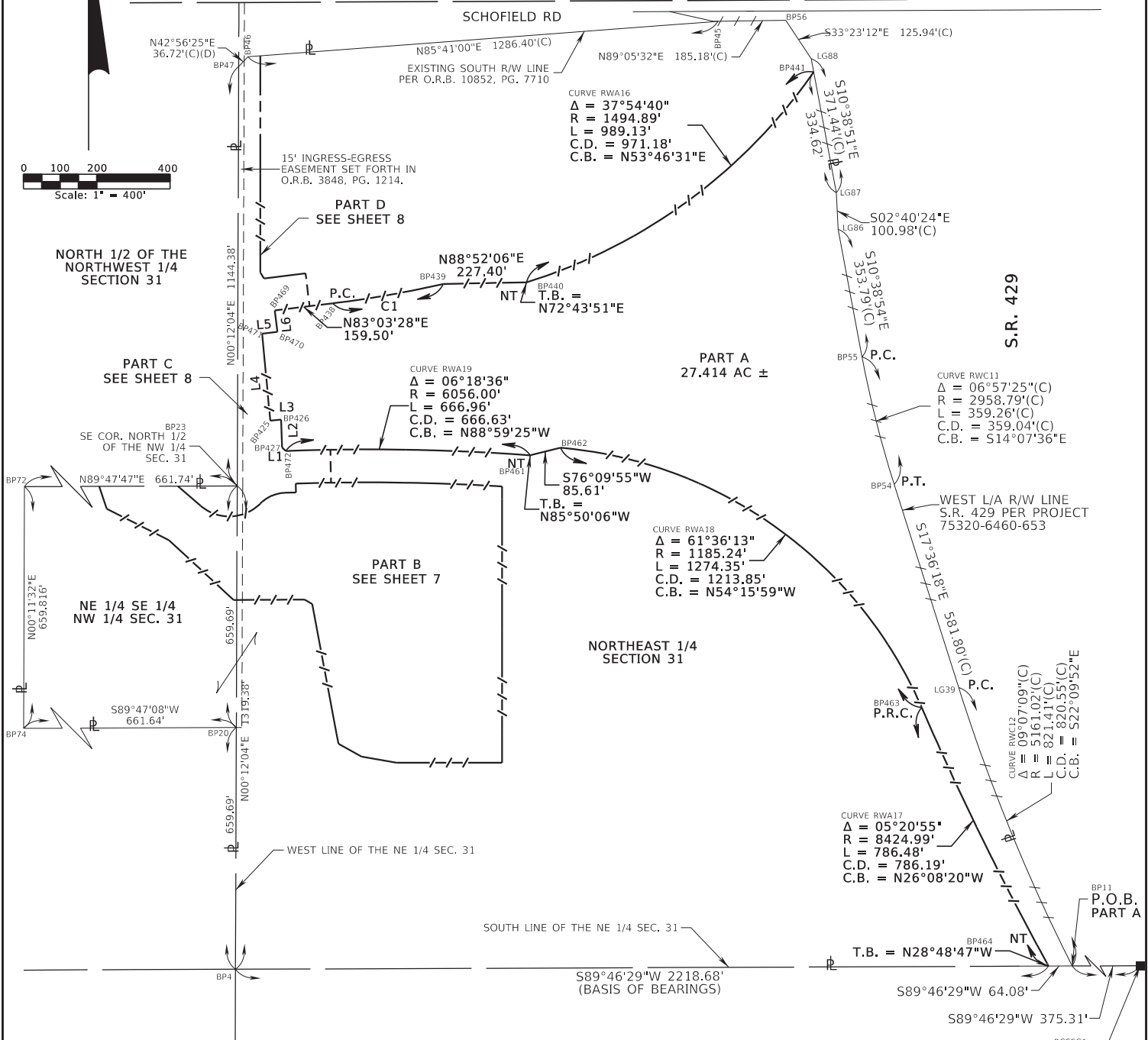
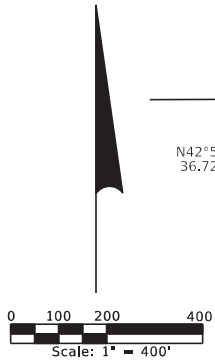
Limited Access rights only along a line without area.

SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEET 6-8 FOR SKETCH OF DESCRIPTIONS
 SEE SHEET 9 FOR LEGEND AND ABBREVIATIONS, LINE AND CURVE TABLES

DATE	SEPTEMBER 28, 2022	SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-204
DRAWN BY	B.PAULK			
CHECKED BY	G.COLON		REVISION BY DATE	SHEET 5 OF 9
DRMP PROJECT NO.	19-0581.000			

CENTRAL FLORIDA EXPRESSWAY SET FORTH IN
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-204
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 PART A
 ESTATE: FEE SIMPLE

TOWNSHIP 23 SOUTH, RANGE 27 EAST
 ORANGE COUNTY



SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEETS 1-5 FOR LEGAL DESCRIPTIONS
 SEE SHEET 9 FOR LINE TABLE AND CURVE TABLE
 SEE SHEET 9 FOR LEGEND AND ABBREVIATIONS

DATE	SEPTEMBER 28, 2022	
DRAWN BY	B.PAULK	
CHECKED BY	G.COLON	
DRMP PROJECT NO.	19-0581.000	
REVISION	BY	DATE

SKETCH PREPARED BY

DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 CERTIFICATION OF
 AUTHORIZATION NO. LB 2648

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

S.R. 516
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 51-204

SCALE: 1"=400'

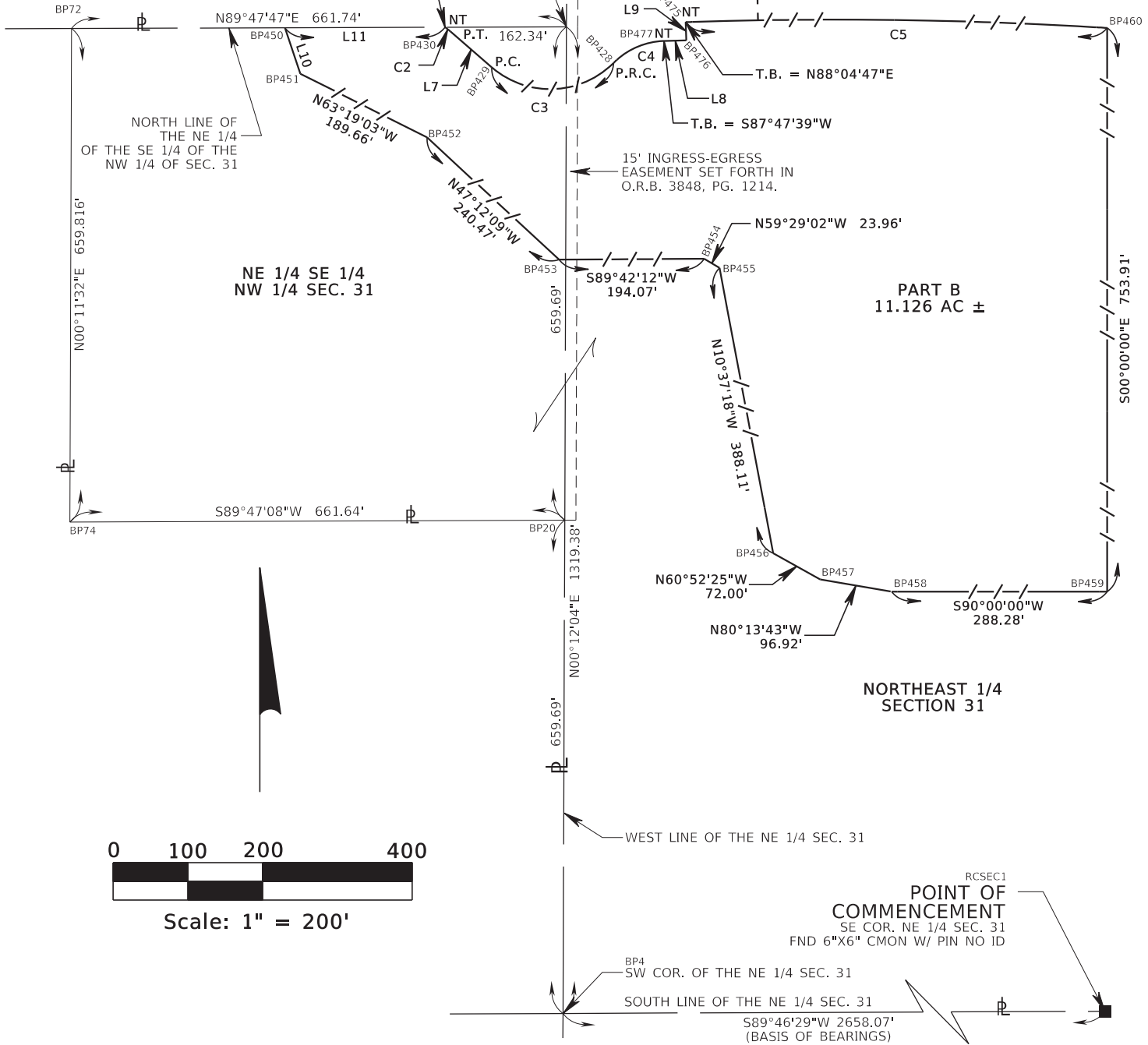
SHEET 6 OF 9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-204
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 PART B
 ESTATE: FEE SIMPLE

TOWNSHIP 23 SOUTH,
 RANGE 27 EAST
 ORANGE COUNTY

NE COR. OF THE NE 1/4
 OF THE SE 1/4 OF THE
 NW 1/4 OF SEC. 31
 BP23
 BP431
P.O.B.
 PART B
 T.B. = S53°53'36"E

PART C
 SEE SHEET 8



SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEETS 1-5 FOR LEGAL DESCRIPTIONS
 SEE SHEET 9 FOR LINE TABLE AND CURVE TABLE
 SEE SHEET 9 FOR LEGEND AND ABBREVIATIONS

DATE	SEPTEMBER 28, 2022	
DRAWN BY	B.PAULK	
CHECKED BY	G.COLON	
DRMP PROJECT NO.	19-0581.000	
REVISION	BY	DATE

SKETCH PREPARED BY



DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 CERTIFICATION OF AUTHORIZATION NO. LB 2648

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

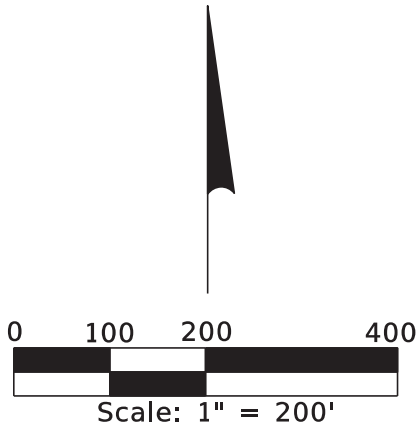
S.R. 516
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 51-204

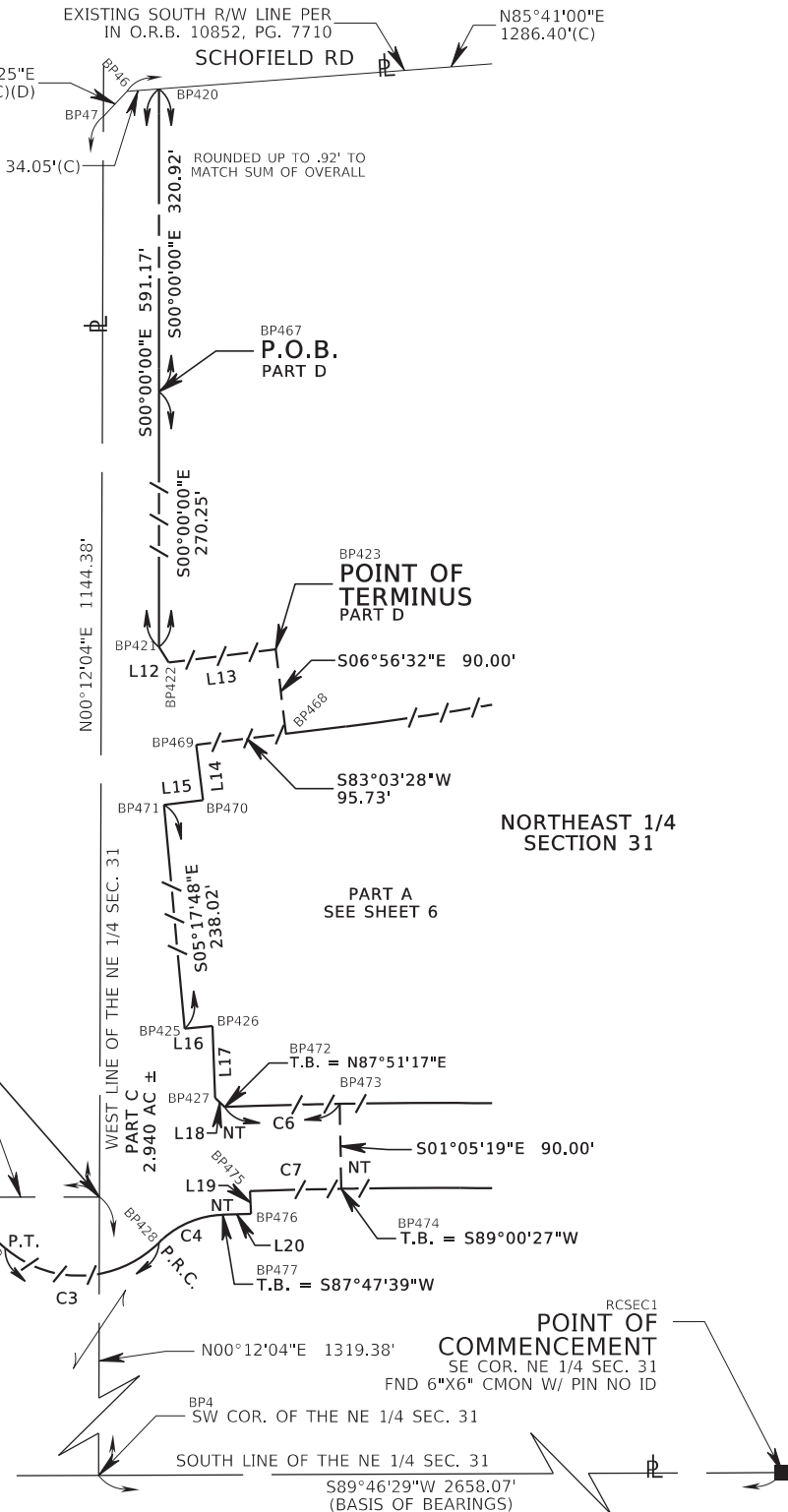
SCALE: 1"=200'

SHEET 7 OF 9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-204
 PURPOSE: RIGHT OF WAY PART C,
 LIMITED ACCESS RIGHTS ONLY PART D
 ESTATE: FEE SIMPLE



TOWNSHIP 23 SOUTH,
 RANGE 27 EAST
 ORANGE COUNTY



SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEETS 1-5 FOR LEGAL DESCRIPTIONS
 SEE SHEET 9 FOR LEGEND AND ABBREVIATIONS
 SEE SHEET 9 FOR LINE TABLE AND CURVE TABLE

DATE	SEPTEMBER 28, 2022	
DRAWN BY	B.PAULK	
CHECKED BY	G.COLON	
DRMP PROJECT NO.	19-0581.000	
REVISION	BY	DATE

SKETCH PREPARED BY

DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 CERTIFICATION OF
 AUTHORIZATION NO. LB 2648

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

S.R. 516
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 51-204

SCALE: 1"=200'

SHEET 8 OF 9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-204

LINE TABLE

LINE	BEARING	DISTANCE
L1	N47°06'35"W	14.12'
L2	N02°01'36"W	76.14'
L3	S84°42'12"W	29.56'
L4	N05°17'48"W	238.02'
L5	N83°03'34"E	41.64'
L6	N06°56'26"W	59.17'
L7	S49°07'07"E	73.18'
L8	N88°24'11"E	30.00'
L9	N02°06'45"W	24.24'
L10	N18°25'31"W	64.75'
L11	N89°47'47"E	213.98'

LINE TABLE

LINE	BEARING	DISTANCE
L12	S31°36'22"E	19.35'
L13	N83°03'28"E	114.29'
L14	S06°56'26"E	59.17'
L15	S83°03'34"W	41.64'
L16	N84°42'12"E	29.56'
L17	S02°01'36"E	76.14'
L18	S47°06'35"E	14.12'
L19	S02°06'45"E	24.24'
L20	S88°24'11"W	30.00'
L21	N49°07'07"W	73.18'

CURVE DATA


CUR RWA22
 CUR RWA10
 CUR RWA11
 CUR RWA23
 CUR RWA13
 CUR RWA15
 CUR RWA24

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	06°01'29"	2912.00'	306.20'	306.06'	N80°02'43"E
C2	04°46'29"	110.00'	9.17'	9.16'	S51°30'22"E
C3	85°52'17"	119.50'	179.10'	162.80'	N87°56'44"E
C4	42°47'03"	101.00'	75.42'	73.68'	N66°24'08"E
C5	05°24'52"	5966.00'	563.78'	563.57'	S89°12'47"E
C6	01°09'04"	6056.00'	121.68'	121.68'	N88°25'49"E
C7	00°55'40"	5966.00'	96.60'	96.60'	S88°32'37"W

LEGEND AND ABBREVIATIONS

- | | |
|--|--------------------------------------|
| AC = ACRES | PL = PROPERTY LINE |
| (C) = CALCULATED | P.O.B. = POINT OF BEGINNING |
| C.B. = CHORD BEARING | P.C. = POINT OF CURVATURE |
| C.D. = CHORD DISTANCE | P.C.C. = POINT OF COMPOUND CURVATURE |
| CONC. = CONCRETE | P.I. = POINT OF INTERSECTION |
| COR. = CORNER | P.O.C. = POINT ON CURVE |
| CMON = CONCRETE MONUMENT | P.O.T. = POINT ON TANGENT |
| (D) = DEED | P.R.C. = POINT OF REVERSE CURVATURE |
| Δ = CURVE DELTA ANGLE | P.T. = POINT OF TANGENCY |
| FND = FOUND | R = RADIUS |
| ID = IDENTIFICATION | RGE. = RANGE |
| IP = IRON PIPE | R/W = RIGHT OF WAY |
| IRC = IRON ROD AND CAP | SEC. = SECTION |
| L = LENGTH OF CURVE | SF = SQUARE FEET |
| LB = LICENSED BUSINESS | S.R. = STATE ROAD |
| L/A = LIMITED ACCESS | SRD = STATE ROAD DEPARTMENT |
| NO. = NUMBER | T = TANGENT |
| N/A = NOT APPLICABLE | TWP. = TOWNSHIP |
| NLD = NAIL & DISK | T.B. = TANGENT BEARING |
| NT = NON-TANGENT | R/W LINE = _____ |
| N.T.S. = NOT TO SCALE | L/A R/W LINE = _____ |
| O.R.B. = OFFICIAL RECORD BOOK | |
| PG. = PAGE | |
| PSM = PROFESSIONAL SURVEYOR AND MAPPER | |

SEE SHEET 1 FOR GENERAL NOTES
 SEE SHEETS 1-5 FOR LEGAL DESCRIPTIONS
 SEE SHEETS 6-8 FOR SKETCH OF DESCRIPTIONS

DATE	SEPTEMBER 28, 2022	SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) S.R. 516 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 51-204
DRAWN BY	B.PAULK			
CHECKED BY	G.COLON			
DRMP PROJECT NO.	19-0581.000			
REVISION	BY	DATE		SCALE: N.T.S.
				SHEET 9 OF 9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-208
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

That portion of lands described in official records book 3617, Page 1873, of the Public Records of Orange County, Florida, lying East of and inside the Limited Access Right of Way of State Road 429 per Project Number 75230-6460-653, lands being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 29, Township 23 South, Range 27 East, being a found 6"x6" concrete monument with 1" iron pipe and no identification; thence North 89°44'55" East along the South line of said Northwest 1/4, a distance of 1204.80 feet to a point on the existing West Right of Way line of Avalon Road, also known as County Road 545, and the existing East Limited Access Right of Way line of State Road 429 per Right of Way Map Project Number 75230-6460-653; thence the following two (2) calls along said West Right of Way line and said East Limited Access Right of Way line; thence North 00°27'02" West, a distance of 341.85 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 1795.86 feet and a Central Angle of 16°33'59"; thence run Northwesterly along the Arc of said curve, a distance of 519.25 feet (Chord Bearing = North 08°44'02" West, Chord Distance = 517.44 feet) to the end of said curve; thence departing said West Right of Way line and said East Limited Access Right of Way line, run North 72°58'59" East, a distance of 155.75 feet to a point on the East Right of Way line of Avalon Road and West Limited Access Right of Way line per Project Number 75230-6460-653 and the POINT OF BEGINNING, said point being a point on a non-tangent curve, concave to the Southwest, having a Radius of 1951.61 feet and a Central Angle of 01°01'39"; thence from a Tangent Bearing of North 17°01'04" West, run Northerly along said East Right of Way line and said West Limited Access Right of Way line, a distance of 35.00 feet (Chord Bearing = North 17°31'54" West, Chord Distance = 35.00 feet) to a point on the Northerly line of lands described in Official Records Book 3617, Page 1873 of the Public Records of Orange County, Florida; thence departing said East Right of Way line, run North 71°54'07" East along said Northerly line, a distance of 41.32 feet to the Northeasterly corner of said lands; thence South 18°05'53" East along the Easterly line of said lands, a distance of 35.00 feet to the Southeasterly corner of said lands; thence South 71°54'07" West along the Southerly line of said lands, a distance of 41.66 feet to the POINT OF BEGINNING.

Containing 1450 square feet, more or less.


1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 29, HAVING A BEARING OF N89°44'55"E (BASIS OF BEARINGS).
2. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5086705, EFFECTIVE DATE JANUARY 5, 2021.
3. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

Bobby Paulk 
 2023.01.17 11:33:15-05'00'

BOBBY J. PAULK, P.S.M. DATE
 LICENSE NUMBER 6691

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

SEE SHEET 2 LEGEND AND ABBREVIATIONS
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION


DATE	MAY 2, 2022	SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-208
DRAWN BY	B.PAULK			
CHECKED BY	G.COLON		REVISION BY DATE	SHEET 1 OF 3
DRMP PROJECT NO.	19-0581.000			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-208
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGEND AND ABBREVIATIONS

AC	=	ACRES	PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
(C)	=	CALCULATED	ℙ	=	PROPERTY LINE
C.B.	=	CHORD BEARING	P.O.B.	=	POINT OF BEGINNING
C.D.	=	CHORD DISTANCE	P.C.	=	POINT OF CURVATURE
CONC.	=	CONCRETE	P.C.C.	=	POINT OF COMPOUND CURVATURE
COR.	=	CORNER	P.I.	=	POINT OF INTERSECTION
CMON	=	CONCRETE MONUMENT	P.O.C.	=	POINT ON CURVE
(D)	=	DEED	P.O.T.	=	POINT ON TANGENT
Δ	=	CURVE DELTA ANGLE	P.R.C.	=	POINT OF REVERSE CURVATURE
EXIST.	=	EXISTING	P.T.	=	POINT OF TANGENCY
FND.	=	FOUND	R	=	RADIUS
ID	=	IDENTIFICATION	RGE.	=	RANGE
IP	=	IRON PIPE	R/W	=	RIGHT OF WAY
IRC	=	IRON ROD AND CAP	SEC.	=	SECTION
L	=	LENGTH OF CURVE	SF	=	SQUARE FEET
LB	=	LICENSED BUSINESS	S.R.	=	STATE ROAD
L/A	=	LIMITED ACCESS	SRD	=	STATE ROAD DEPARTMENT
NO.	=	NUMBER	T	=	TANGENT
N/A	=	NOT APPLICABLE	TWP.	=	TOWNSHIP
NLD	=	NAIL & DISK	T.B.	=	TANGENT BEARING
NT	=	NON-TANGENT	R/W LINE	=	————— - - - -
N.T.S.	=	NOT TO SCALE	L/A R/W LINE	=	————— / - / - / ———
O.R.B.	=	OFFICIAL RECORD BOOK			
PG.	=	PAGE			

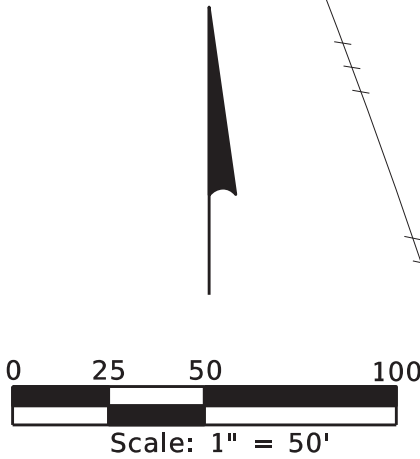
SEE SHEET 1 FOR GENERAL NOTES & LEGAL DESCRIPTION
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION

DATE MAY 2, 2022		SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CERTIFICATION OF AUTHORIZATION NO. LB 2648	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)		PARCEL 51-208	
DRAWN BY B.PAULK			S.R. 516 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA		SCALE: N.T.S.	
CHECKED BY G.COLON					SHEET 2 OF 3	
DRMP PROJECT NO. 19-0581.000						
REVISION	BY	DATE				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 S.R. 516 PROJECT NO. 516-238
 PARCEL NO. 51-208
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

EXIST. EAST R/W LINE AVALON ROAD
 AND EXIST. WEST L/A R/W LINE OF S.R. 429
 PER R/W MAP PROJECT NO. 75320-6460-653

STATE ROAD
 429



CURVE C10
 $\Delta = 01^{\circ}01'39''$
 $R = 1951.61'$
 $L = 35.00'$
 $C.D. = 35.00'$
 $C.B. = N17^{\circ}31'54''W$

PORTION
 OF LANDS
 DESCRIBED IN
 O.R.B. 3617,
 PG. 1873

$N72^{\circ}58'59''E$ 155.75'
 P.O.B.
 T.B. = $N17^{\circ}01'04''W$

1450
 SQUARE
 FEET±
 (COUNTY ROAD
 AVALON RD 545)
 155.75' R/W

CURVE RWC13
 $\Delta = 16^{\circ}33'59''$
 $R = 1795.86'$
 $L = 519.25'$
 $C.D. = 517.44'$
 $C.B. = N08^{\circ}44'02''W$

EXIST. WEST R/W LINE AVALON ROAD AND
 EXIST. EAST L/A R/W LINE S.R. 429
 PER R/W MAP PROJECT NO. 75320-6460-653

NW 1/4 SECTION 29,
 TOWNSHIP 23 SOUTH,
 RANGE 27 EAST

RCSEC4
 POINT OF COMMENCEMENT
 SW COR. OF THE NW 1/4 SEC. 29
 FND 6"X6" CMON W/
 1" IP NO ID
 SOUTH LINE OF THE
 NW 1/4 SEC. 29
 $N89^{\circ}44'55''E$ 1204.80'
 (BASIS OF BEARINGS)

SEE SHEET 1 FOR GENERAL NOTES AND LEGAL DESCRIPTION
 SEE SHEET 2 FOR LEGEND AND ABBREVIATIONS

DATE	MAY 2, 2022
DRAWN BY	B.PAULK
CHECKED BY	G.COLON
DRMP PROJECT NO.	19-0581.000
REVISION	BY DATE

SKETCH PREPARED BY

DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 CERTIFICATION OF
 AUTHORIZATION NO. LB 2648

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

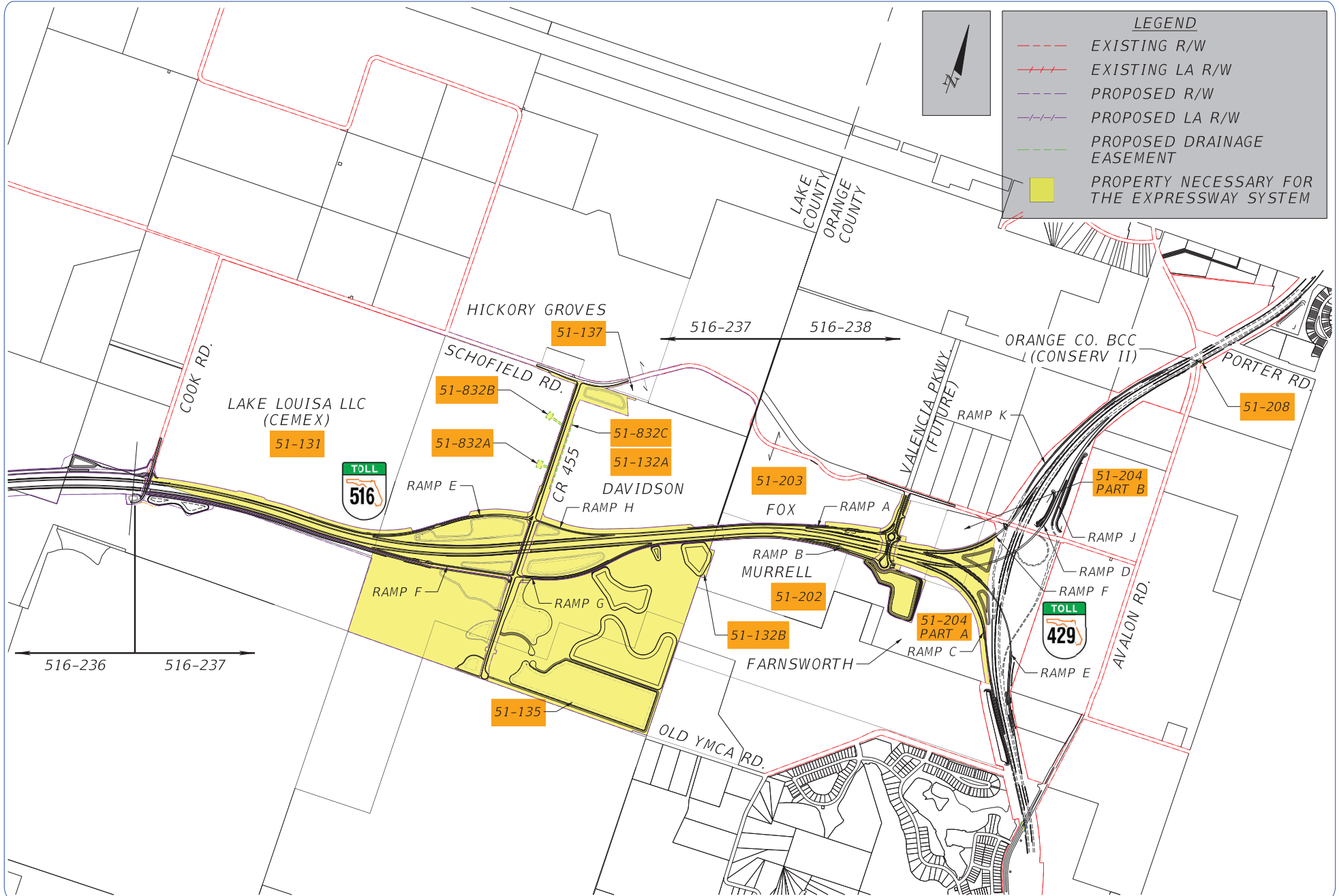
S.R. 516
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 51-208

SCALE: 1"=50'

SHEET 3 OF 3

ATTACHMENT "B"



LAKE/ORANGE EXPRESSWAY

ROAD NUMBER	PROJECT NUMBER
SR 516	516-236, 516-237 & 516-238

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel

DATE: March 15, 2023

SUBJECT: Joint Participation Agreement Between the State of Florida Department of Transportation and Central Florida Expressway Authority
Project: State Road 516 Lake-Orange Expressway, 516-236

BACKGROUND

In September 2020, the Central Florida Expressway Authority (“CFX”) began the design of a new four-lane limited access expressway from US 27/SR 25 to SR 429 which has been designated as SR 516 Lake-Orange Expressway Project (the “Project”). The new expressway is expected to improve connectivity between Lake and Orange counties and to improve east/west accessibility to and from US 27/SR 25 and SR 429. CFX is coordinating with the Florida Department of Transportation (“FDOT”) to plan, design and construct the connection between the Project and the existing US 27/SR 25.

In order to proceed with the Project, CFX will need to acquire from FDOT that certain real property (“FDOT Property”) more particularly depicted on the map attached hereto as **Attachment “A”** (“Map”). The FDOT Property is currently used by FDOT as drainage ponds but will be modified, reshaped and reconfigured, as part of the Project, to accommodate the Project lanes and ramps and the additional stormwater therefrom. Pursuant to the terms of the Joint Participation Agreement Between the State of Florida Department of Transportation and Central Florida Expressway Authority attached hereto as **Attachment “B”** (“Agreement”), upon completion of the construction of the Project, CFX will grant to FDOT a perpetual drainage easement over a portion of the FDOT Property and the real property to be acquired by CFX as part of the Project (collectively, the “Easement Area”) to enable FDOT to continue to use portions of the Easement Area for joint drainage ponds. The exact location of the Easement Area will be determined upon the completion of an as-built survey showing the reconfigured drainage pond.

In exchange for conveying the FDOT Property to CFX, CFX will need to acquire certain real property for the future conveyance and use by FDOT (“Future FDOT Property”) as more particularly depicted on the Map. The Future FDOT Property will be acquired by CFX as part of the Project real estate acquisition process. CFX will be responsible for constructing any improvements or stormwater facilities on the Future FDOT Property necessary to accommodate the impacts to the FDOT Property and US 27/ SR 25. Upon completion of the construction of the Project, CFX will convey the Future FDOT Property to FDOT.

The proposed Agreement also recognizes the need to make additional improvements to US 27/ SR 25, including, without limitation, the relocation of certain utilities as more particularly outlined in the Agreement. Pursuant to the terms of the Agreement, FDOT agrees to request, or authorize CFX to request on FDOT's behalf, relocation of existing utilities where the permit, or other authorization to occupy FDOT owned real property, provides for the relocation of a utility at the cost of the utility provider.

Prior to the conveyance of the Future FDOT Property and grant of the easement over the Easement Area to FDOT, CFX staff will obtain a certification from CFX's General Engineering Consultant ("GEC") confirming that the conveyance of the Future FDOT Property and grant of the easement over the Easement Area would not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety in accordance with the requirements of CFX's Property Acquisition, Disposition & Permitting Procedures Manual.

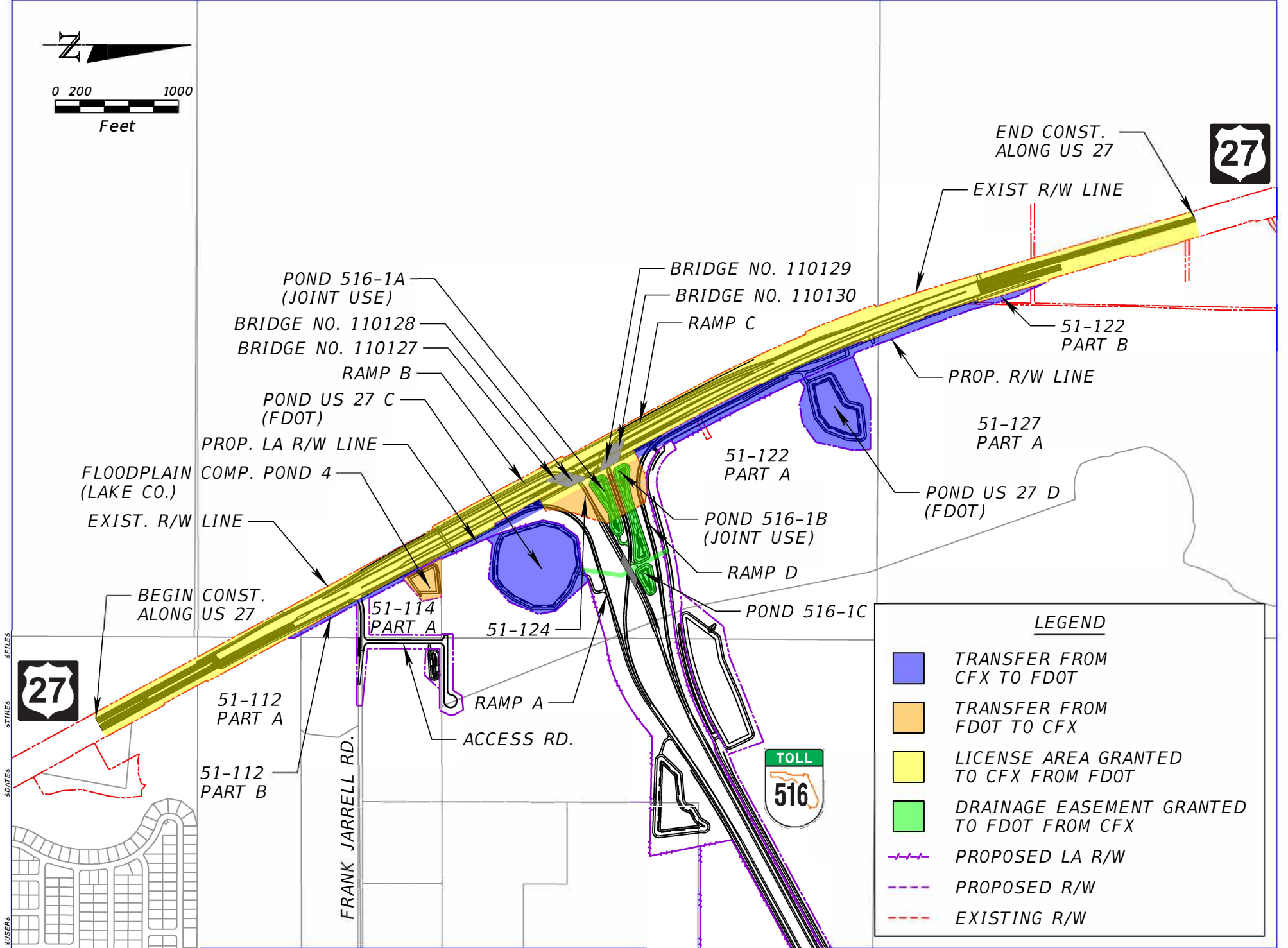
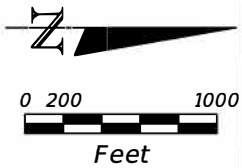
The proposed Agreement was prepared and provided to FDOT for review and consideration. FDOT has reviewed the Agreement and agree with its form.

REQUEST

A recommendation by the Right-of-Way Committee for CFX Board's approval of the Agreement Between CFX and FDOT in a form substantially similar to the attached Agreement, subject to finalization of the exhibits and any minor or clerical modifications of revisions approved by the GEC, General Counsel or designee, subject to the following: (1) separate notice to the local government in which the Future FDOT and Easement Area are located is not required; (2) a determination of valuation is cost prohibitive the exchange is of like property and is with another public entity; and (3) approval of the legal descriptions, deeds, and maintenance responsibilities by CFX's GEC and any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENT

- A. Map
- B. Joint Participation Agreement Between the State of Florida Department of Transportation and Central Florida Expressway Authority



LEGEND

	TRANSFER FROM CFX TO FDOT
	TRANSFER FROM FDOT TO CFX
	LICENSE AREA GRANTED TO CFX FROM FDOT
	DRAINAGE EASEMENT GRANTED TO FDOT FROM CFX
	PROPOSED LA R/W
	PROPOSED R/W
	EXISTING R/W

ROAD NUMBER	PROJECT NUMBER
SR 516	516-236

Financial Project No.: 449426-1 Agency: _____ County Contract No:	Fund: Function: Contract Amount: \$	FLAIR Approp.: FLAIR Obj.: Org. Code: Vendor No.:
--	---	--

**JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

This Joint Participation Agreement ("Agreement"), made and entered into as of the Effective Date (hereinafter defined), by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Executive Agency of the State of Florida (hereinafter referred to as the "DEPARTMENT") and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an Agency of the State of Florida existing under Chapter 348, Part III, Fla. Stat. (hereinafter referred to as "CFX")(each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, CFX is authorized by Chapter 348, Florida Statutes, to construct, reconstruct, improve, extend, repair, maintain and operate its expressway system, together with approaches, streets, roads, bridges, and avenues of access for such system (collectively, "Expressway System") and to enter into contracts and other agreements with agencies of the State of Florida for the purpose of carrying out such powers; and

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement; and

WHEREAS, CFX intends to construct a new four-lane, median divided toll road from US 27 / SR 25 to State Road 429 to improve east/west accessibility to and from US 27 / SR 25 to be known as the Lake Orange Expressway or State Road 516 ("SR 516"); and

WHEREAS, the DEPARTMENT and CFX have agreed to allow the connection from SR 516 to US 27/SR 25 as a highway improvement to both CFX's Expressway System and the State Highway System, hereinafter referred to as the "Project" and as depicted in **Exhibit "A"** attached hereto; and

WHEREAS, prior to the commencement of construction of the Project, CFX shall, in strict accordance with Federal Highway Administration requirements, acquire fee simple interest in and to certain real property interests necessary for the Project impacts to US 27/SR 25 as more particularly depicted on **Exhibit "B"** attached hereto ("Future Department Property"); and

WHEREAS, prior to the commencement of construction of the Project, DEPARTMENT shall transfer, convey, and assign all right, title, and interest of DEPARTMENT in and to that certain real property more particularly depicted in **Exhibit “C”** attached hereto (“Department Property”) to CFX in exchange for the transfer, conveyance, and assignment to DEPARTMENT of all right, title and interest CFX acquires in and to the Future Department Property; and

WHEREAS, the implementation of the Project is in the best interest of both the DEPARTMENT and CFX, and it would be most practical, expeditious, and economical for CFX to perform the services to complete the Project in accordance with the terms and conditions of this Agreement; and

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the design, right of way acquisition, permitting, construction, inspections, operation and maintenance of the Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the Parties agree as follows:

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

2. TERM

A. The term of this Agreement shall begin upon the Effective Date. CFX agrees to complete the Project by December 31, 2028 (“Completion Deadline”), in accordance with the construction schedule described and contained in **Exhibit “D”** attached hereto (“Construction Schedule”). If CFX does not complete the Project by the Completion Deadline, this Agreement will expire on the Completion Deadline, unless an extension of the Completion Deadline is requested by CFX in writing and granted in writing by the DEPARTMENT prior to the expiration of the Completion Deadline. The DEPARTMENT shall grant any reasonable extension requested by CFX. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the Parties in perpetuity for maintenance responsibilities of the DEPARTMENT and CFX.

3. SERVICES AND PERFORMANCES

A. Scope of Services. CFX shall, through the Contractor (hereinafter defined), furnish the services with which to construct that portion of the Project impacting US 27 / SR 25, as specified in **Exhibit “E”** Scope of Services attached hereto and by this reference made a part hereof (“Scope of Services”), and in accordance with the Terms & Conditions set forth in **Exhibit “F”** attached hereto (“Terms and Conditions”). Nothing herein shall be construed as requiring CFX to perform any activity which is outside of the Scope of Services or Terms and Conditions of

the Project. At all times and for all purposes, the DEPARTMENT agrees to cooperate and to coordinate with CFX for all phases of the Project

B. Right of Way Acquisition, Use and Exchange.

i) Acquisition of Future Department Property. CFX shall, in strict accordance with Federal Highway Administration requirements, be responsible, at its sole cost and expense, for acquiring any and all Future Department Property, which shall be limited to and shall consist of any and all right of way necessary for the US 27 / SR 25 portion of the Project, including right of way and water retention areas and drainage facilities necessary for the widening of, and stormwater drainage needs of, US 27 / SR 25 related to the Project.

ii) License to Enter License Area. DEPARTMENT hereby grants a nonexclusive license over the real property owned by DEPARTMENT more particularly depicted in Exhibit "G" attached hereto ("License Area") to CFX and any and all licensed surveyors, engineers, contractors and other consultants engaged by CFX, for the purpose of constructing the Project and other activities associated with planning, design and construction of the Project. This license shall commence as of the Effective Date hereof and automatically terminate upon six (6) months after the Final Completion (hereinafter defined) of construction of the Project.

iii) Exchange of Property. No later than sixty (60) days after receipt by DEPARTMENT of written notice from CFX that CFX intends to advertise for construction of the Project, DEPARTMENT shall transfer, convey, and assign all right, title, and interest of DEPARTMENT in and to the Department Property, by quit claim deed to CFX. In the event CFX fails to move forward with the Project or abandons construction of the Project after DEPARTMENT has conveyed the Department Property to CFX, CFX shall convey the Department Property back to DEPARTMENT and restore the Department's right of way to the condition it was in at the time the property was conveyed to CFX. No later than ninety (90) days from Final Completion of the Project, CFX shall transfer, convey, and assign all right, title, and interest of CFX in and to the Future Department Property, by warranty deed free and clear of any interest superior to that of DEPARTMENT concurrent with the grant of the Drainage Easement (hereinafter defined). CFX shall be responsible, at its sole cost and expense, for (a) preparing any and all certified legal descriptions and surveys for the Department Property and Future Department Property as reasonably required by FDOT and CFX for the transfer of the Department Property and Future Department Property; (b) preparing the deeds and any other closing documents reasonably required to effectuate the transfer of the Department Property and Future

Department Property in accordance with the terms of this Agreement; (c) providing any and all title searches and commitment reasonably required to insure title to the Future Department Property in favor of the DEPARTMENT; and (d) recording the deeds for the transfer of the Department Property and Future Department Property. CFX shall, at its sole cost and expense, obtain a survey and title commitment of the Future Department Property prior to the transfer of the Future Department Property to the DEPARTMENT. CFX may, at its sole cost and expense, obtain a survey or title commitment of the Department Property prior to the transfer of the Department Property to CFX.

iv) Grant of Drainage Easement. Concurrent with the conveyance of the Future Department Property from CFX to DEPARTMENT, CFX shall grant to DEPARTMENT a non-exclusive perpetual easement ("Drainage Easement") in, under, upon, over, through, and across the real property depicted in **Exhibit "H"** attached hereto and incorporated herein ("Easement Areas") for the purpose of providing stormwater drainage, discharge, conveyance, runoff, detention, and retention for the Future Department Property (collectively, the "Drainage Facilities"), subject to any and all applicable permits and approvals issued by any governmental authorities. The grant of the Drainage Easement to DEPARTMENT shall include all incidental rights reasonably necessary for the use and enjoyment of the Drainage Easement for its intended purposes. CFX shall, at its sole cost and expense, design, engineer, permit and construct the Drainage Facilities within the Easement Areas to accommodate the stormwater needs of the Future Department Property. The form and content of the easement agreement for the Drainage Easement shall be mutually agreed upon by the DEPARTMENT and CFX no later than five (5) business days prior to the grant of the Drainage Easement.

C. Terms and Conditions. CFX agrees to undertake the construction of the Project in accordance with the Terms and Conditions and all applicable federal, state, and local statutes, rules, and regulations, including DEPARTMENT standards and specifications.

D. Permits. This Agreement shall act to supersede the normal requirements of CFX to secure separate DEPARTMENT permits for access connection, right-of-way utilization, storm-water discharge, and utilities and this Agreement is deemed to constitute such permits. Notwithstanding the foregoing, CFX shall be responsible for obtaining any and all clearances, permits, permit modifications or approvals required for the construction of the Project by any other applicable permitting agencies or governmental authorities having jurisdiction over the Project, including but not limited to any water management districts. DEPARTMENT, at no cost to DEPARTMENT, shall reasonably cooperate with CFX in connection with CFX obtaining all such permits, permit modifications and licenses.

E. Design and Engineering. CFX has procured and engaged the services of HDR, Inc. as the design and engineering firm prequalified by DEPARTMENT (“Engineer of Record”) to provide the necessary preliminary engineering and design and construction plans for the Project. The Engineer of Record shall prepare all design and construction plans for the Project suitable for reproduction on 11-inch by 17-inch sheets, together with a complete set of specifications covering all construction requirements for the Project and provide these to the DEPARTMENT (collectively, the “Construction Plans”). At all times, CFX shall assure coordination with the DEPARTMENT in the development of the plans. As to those portions of the Project on Department Property, DEPARTMENT shall have final review and approval of the plans as the plans are developed. Upon completion of the Construction Plans, CFX shall submit the Construction Plans for review by the DEPARTMENT for compliance with this Agreement and the Terms and Conditions. DEPARTMENT shall have thirty (30) business days to review the Construction Plans and advise of any required changes or revisions to the Construction Plans. In the event of any revisions or changes to the Construction Plans subsequent to DEPARTMENT’s approval of the Construction Plans, CFX shall notify DEPARTMENT of any such revisions and submit the revisions to DEPARTMENT for review. CFX shall assure coordination with the DEPARTMENT in the development of the Construction Plans. CFX will perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project. Nothing herein shall be construed as requiring CFX to perform any activity, which is outside of the Scope of Services of the Project. CFX shall provide a copy of the Construction Plans and final bid documents to the DEPARTMENT. CFX shall provide to DEPARTMENT a written copy the notice to proceed issued by CFX to the contractor for the Project.

F. Contractor. CFX shall procure the services of a DEPARTMENT pre-qualified contractor (“Contractor”) in compliance with Section 287.057, Florida Statutes to perform the construction work for the Project in accordance with the Scope of Services, Construction Plans and Terms and Conditions. CFX and its Contractor shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved Construction Plans, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions. CFX shall coordinate and collaborate with DEPARTMENT for all aspects of construction impacting US 27 / SR 25.

G. Construction Engineering Inspection Firm. CFX shall procure the services of a DEPARTMENT pre-qualified Consultant Construction Engineering Inspection firm (hereinafter “CCEI”) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and

Bridge Construction, as amended from time to time. CFX shall certify to DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

H. Bond. Prior to commencing physical construction on the Project within the License Area, CFX (or its contractor) shall obtain a payment and performance bond in accordance with Section 337.18(1), Florida Statutes, in an amount not less than the cost of construction of the Project, written by a surety authorized to do business in the State of Florida. All payment and performance bonds shall name DEPARTMENT as an additional obligee. The bond shall remain in effect until completion of construction and acceptance of the Project by CFX and DEPARTMENT.

I. Progress Reports. CFX agrees to provide written progress reports to DEPARTMENT in the standard format used by CFX and at intervals established by DEPARTMENT. DEPARTMENT will be entitled at all times to be advised, at its written request, as to the status of the Project being constructed by CFX and of details thereof. Either Party to the Agreement may request and shall, within a reasonable time, thereafter, be granted a conference with the other party regarding the status of the Project.

J. Final Completion. Upon final completion of the construction of the Project as determined by CFX in its reasonable discretion ("Final Completion"), CFX (or its Contractor) shall notify DEPARTMENT in writing of the completion of construction of the Project ("Final Completion Notice"). The Final Completion Notice shall contain an Engineers Certification of Compliance, signed and sealed by the Engineer of Record for all design work that originally required certification by a Professional Engineer, the form of which is attached hereto as Exhibit "I" attached hereto. The certification shall state that work has been completed in compliance with the Construction Plans. If any deviations are found from the Construction Plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. Upon completion of the Project and upon the transfer to the DEPARTMENT of the Future Department Property, CFX will own, operate, and maintain those portions of the Project not located on the State Highway System for the useful life of the Project and DEPARTMENT will own, operate, and maintain those portions of the Project located on the State Highway System.

K. Utilities. CFX shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the Construction Plans. All utility conflicts shall be fully resolved by CFX directly with the applicable

utility provider, at no cost or expense to DEPARTMENT, provided that no resolution shall impose any new or different obligations on DEPARTMENT or vary the terms of any permit or other authorization under which a utility provider occupies any part of the DEPARTMENT right-of-way. Any relocation of a utility to a new location within DEPARTMENT right-of-way shall be coordinated with DEPARTMENT to avoid creating conflicts with future DEPARTMENT projects or other interests in DEPARTMENT right-of-way. In the event any relocation of a utility to or from a location within DEPARTMENT right-of-way is required for construction of the Project, DEPARTMENT will request, or authorize CFX to request on the Department's behalf, relocation of utilities where the permit or other authorization to occupy DEPARTMENT owned real property provides for relocation of the utility at the cost of the utility provider. Nothing in this section shall be construed as requiring DEPARTMENT to pay any costs associated with relocation of or damage to any utilities on DEPARTMENT right of way or otherwise in connection with the Project. In no event shall the DEPARTMENT be required to pay or incur any costs or expenses related to the relocation of the utilities.

L. Project Costs. CFX shall pay all costs associated with implementing the Project, including all costs of planning, permitting, design, construction, construction oversight, operation and maintenance of the Project; provided, however, in no event shall CFX be required to incur any costs for the relocation of utilities located within the Department right-of-way to the extent such costs are to be borne by the utility provider in accordance with the current permit or other authorization governing the location of utilities in the Department right-of-way. Nothing herein shall place any responsibility or obligation on DEPARTMENT to incur any cost associated with the relocation of utilities for the Project. CFX shall not cause or permit any liens or encumbrances to attach to any portion of Department Property.

M. Maintenance. During the construction of the Project, CFX and DEPARTMENT shall work diligently to delineate the perpetual, ongoing maintenance and operation obligations, responsibilities and requirements of CFX and DEPARTMENT with regard to the Project, the Central Florida Expressway System and US 27/ SR 25 (collectively, the "Maintenance Obligations"). No later than ninety (90) days of the Final Completion of the Project and concurrent with the execution of the warranty deed from CFX to DEPARTMENT for the Future Department Property, CFX and DEPARTMENT shall execute a memorandum delineating the Maintenance Obligations.

4. COMPLIANCE WITH LAWS

A. CFX and DEPARTMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by either party hereto in conjunction with this Agreement.

B. CFX shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof. CFX shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

C. CFX and DEPARTMENT agree that CFX, its employees, and subcontractors are not agents of DEPARTMENT as a result of this Agreement.

5. TERMINATION AND DEFAULT

A. This Agreement may be cancelled by DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination; provided, however, DEPARTMENT shall not be permitted to terminate this Agreement if CFX has issued a notice to proceed for the construction of the Project, unless one of the following occur:

- i) DEPARTMENT determines that the performance of CFX is not satisfactory in accordance with Section 4.B. below.
- ii) CFX is placed in either voluntary or involuntary bankruptcy; or
- iii) An assignment is made for the benefit of creditors.

B. If DEPARTMENT determines that the performance of CFX is not satisfactory, DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying CFX of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed reasonably appropriate by DEPARTMENT.

C. If DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of CFX, DEPARTMENT shall notify CFX of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

6. MISCELLANEOUS

A. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

B. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

C. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

D. DEPARTMENT and CFX acknowledge and agree to the following:

i) CFX shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CFX during the term of the contract; and

ii) CFX shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail). Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5452
D5-LocalPrograms@dot.state.fl.us

With a copy to:
Florida Department of Transportation
Attn: Office of General Counsel

719 South Woodland Boulevard
DeLand, Florida 32720
(386) 943-5495

CFX

Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, FL 32807

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

G. Effective Date. The effective date of this Agreement shall be the date upon which the last of the Parties hereto executes this Agreement (“Effective Date”).

H. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, including by digital or electronic means in accordance with Chapter 668, Florida Statutes, each of which shall be an original but all of which shall constitute one and the same Agreement. A Party shall be bound by this Agreement by executing a counterpart hereof, then transmitting the executed counterpart to the other Parties via email in .pdf or similar format.

I. Authority. The Governing Board of CFX has approved this Agreement and authorized its Executive Director to execute this Agreement on its behalf at a Board meeting of the Governing Board held on _____, 2023.

[SIGNATURE PAGES TO FOLLOW ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: Jack Adkins

Title: Director of Transportation Development

Date: _____

Legal Review:

DEPARTMENT Attorney

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

Print Name: _____

By: _____

Michelle Maikisch, Executive Director

Date: _____

ATTEST: _____

Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2023 for its exclusive use and reliance.

By: _____

Diego "Woody" Rodriguez
General Counsel



END CONST.
ALONG US 27

EXIST. R/W LINE

51-122
PART B

PROP. R/W LINE

51-127
PART A

POND US 27 D
(FDOT)

BRIDGE NO. 110129

BRIDGE NO. 110130

RAMP C

51-122
PART A

POND 516-1B
(JOINT USE)

RAMP D

POND 516-1C



POND 516-1A
(JOINT USE)

BRIDGE NO. 110128

BRIDGE NO. 110127

RAMP B

POND US 27 C
(FDOT)

PROP. LA R/W LINE

COMP. POND 4

EXIST. R/W LINE

51-124

51-114
PART A

RAMP A

ACCESS RD.

FRANK JARRELL RD.

FLOODPLAIN
(LAKE CO.)

BEGIN
CONST.
ALONG
US 27

51-112
PART A

51-112
PART B



ROAD NUMBER	PROJECT NUMBER
SR 516	516-236

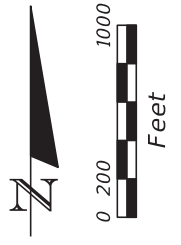
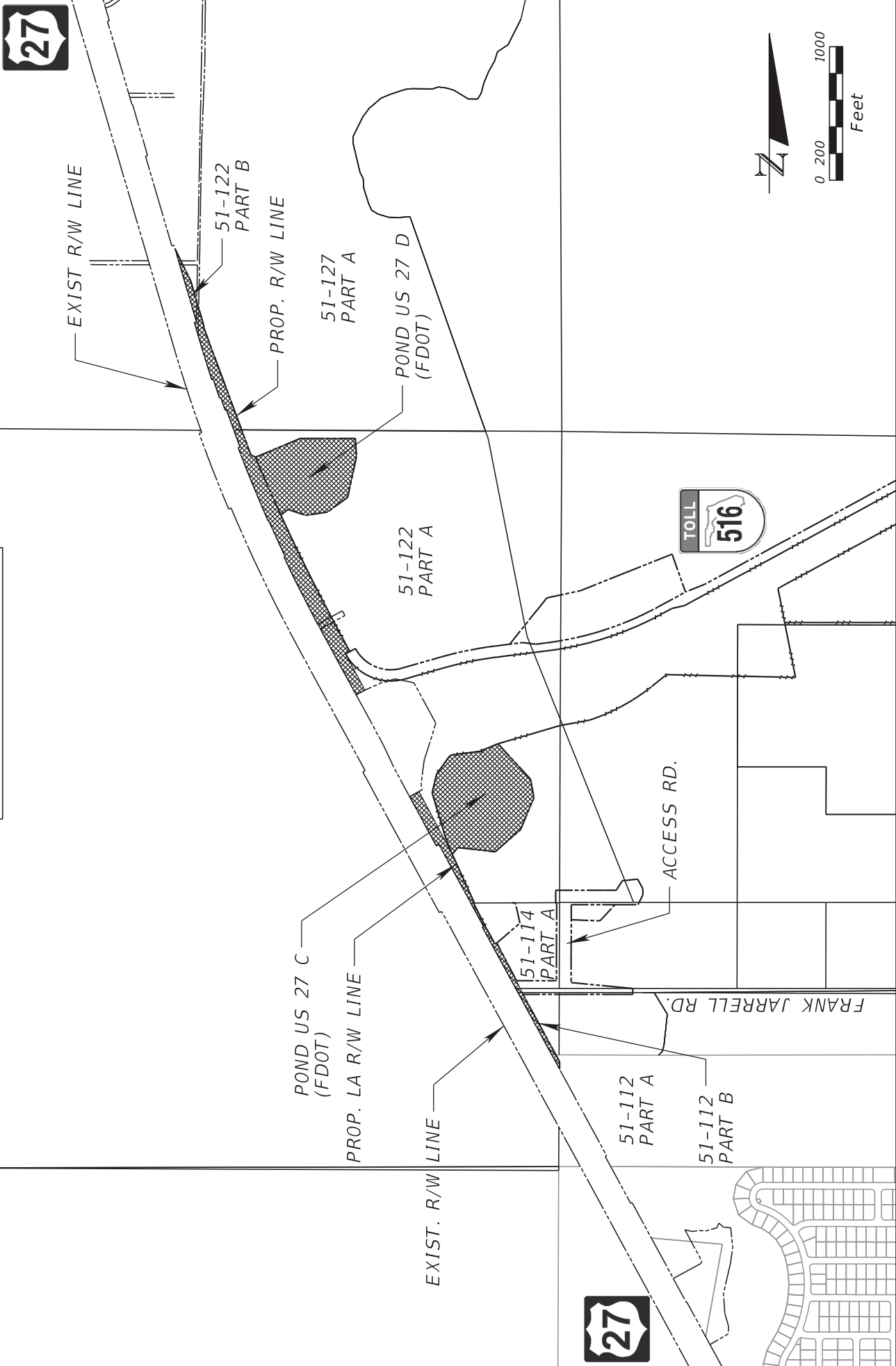
CFX / FDOT
JOINT PROJECT AGREEMENT
EXHIBIT A



USERS STAGES STILES

LEGEND

 TRANSFER FROM CFX TO FDOT



ROAD NUMBER	SR 516	PROJECT NUMBER	516-236
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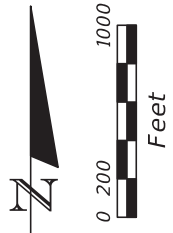
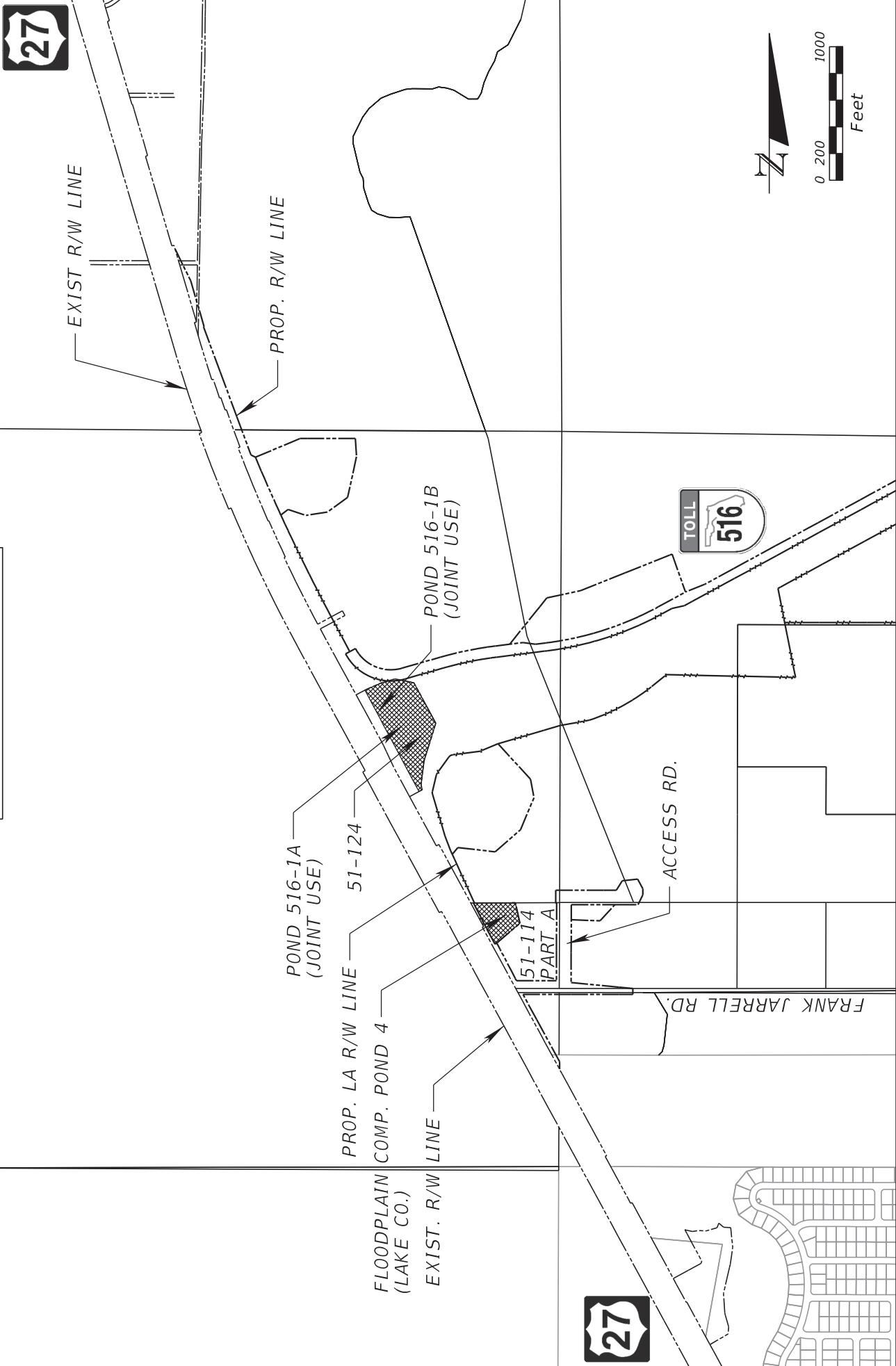
CFX / FDOT
JOINT PROJECT AGREEMENT
 EXHIBIT B



USERS 90ATES 97FILES

LEGEND

 TRANSFER FROM
FDOT TO CFX



ROAD NUMBER	PROJECT NUMBER
SR 516	516-236

CFX / FDOT
JOINT PROJECT AGREEMENT
EXHIBIT C



516-236.DWG 11/15/2011 10:58 AM

EXHIBIT “D”

ESTIMATED PROJECT PRODUCTION SCHEDULE

Preliminary Engineering Analysis and Report

To begin by	
90% submittal to be completed by	
Final submittal to be completed by	

Design

To begin by	
90% submittal to be completed by	
Final submittal to be completed by	

Construction

Construction contract to be let (Bid Opening) by	
Construction Duration of	
Construction to be completed (Final Acceptance) by	
As-builts and Easement legal description complete by	

EXHIBIT "E"

SCOPE OF SERVICES

The scope of services for the portions of the project impacting US 27 / SR 25 consists of the reconstruction of existing 6 lane US 27 to accommodate the interchange ramps associated with the proposed SR 516 including the construction of four new US 27 bridges (bridge numbers 110127, 110128, 110129, and 110130).

The US 27 reconstruction begins at Sta. 2304+34.01 (MP 5.401) and ends at Sta. 2379+19.07 (MP 6.819). The US 27 typical section is a 6-lane curb and gutter section with raised median and a bike/shoulder width of 6 to 10 feet. The design speed is 55 mph. Due to the realignment of the US 27 centerline to accommodate the future interchange ramps, additional right-of-way (r/w) will be required east of the existing r/w.

The following utilities in the existing US 27 r/w will require relocation or adjustments:

1. Duke Energy Transmission – Overhead 69KV
2. Utilities Inc. – 12" PVC Force Main
3. Utilities Inc. – 16 PVC Water Main
4. Summit Broadband – 149ct. Aerial FOC
5. AT&T Corp Long Lines (Transmission) – FOC in 2-2" HDPE
6. Lumen/FKA Level 3-9 – Buried FOC 96ct.
7. Bighthouse Networks – Buried FOC
8. Sumter Electric – Overhead Distribution – 25KV

The stormwater management for this reconstruction will result in a new pond located south of the existing pond (Pond US27-C) and a new pond located at the northern limit of the reconstruction (Pond US 27-D). The existing US 27 pond, located just north of Frank Jarrell Road, will be converted to a floodplain compensation pond for the access road from Frank Jarell Road (FCP 4). The other existing US 27 pond will be converted to two CFX ponds (Ponds 516-1A and 516-1B) to provide stormwater management for the new interchange ramps A and B. Ponds 516-1A and 516-1B will be joint use. The project will be permitted through the St. Johns River Water Management District and Florida Department of Environmental Protection.

Roadway lighting (conventional) will be included for the US 27 between Sta. 2294+07 and Sta. 2379+28.

Overhead guide signs will be included both northbound and southbound for the ½ mile and exit gore signage for the new SR 516 entrance ramps. Additionally, Dynamic Message Signs (DMS) will be included for both northbound and southbound approaching the SR 516 entrance ramps. CCTV cameras will also be included and located south of the northbound DMS and north of the southbound DMS.

EXHIBIT "F"

TERMS & CONDITIONS OF CONSTRUCTION

1. CFX is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in the Scope of Services). The Project shall be constructed in accordance with Construction Plans to be approved by DEPARTMENT and consistent with the requirements of DEPARTMENT. The Construction Plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2018, and as amended from time to time) changes to the plans be required during construction of the Project, CFX shall be required to notify DEPARTMENT of the changes and receive approval from DEPARTMENT prior to the changes being constructed. DEPARTMENT reserves the right to adjust the Construction Plans to meet the requirements of permits. CFX shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor DEPARTMENT. CFX shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. CFX is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of DEPARTMENT; however, in such event, CFX will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of CFX to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the Parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or CFX right-of-way nor the placing of facilities upon DEPARTMENT and/or CFX land shall operate to create or vest any property right in CFX except as otherwise provided in herein or as a separate agreements.

6. DEPARTMENT shall appoint and authorize a single individual to serve as DEPARTMENT'S representative to coordinate and manage DEPARTMENT review of CFX

activities pursuant to this Agreement. CFX shall provide a current Construction Schedule to DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. CFX shall utilize only a DEPARTMENT prequalified prime contractor for the Project.

8. CFX shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2018 Standard Specifications for Road and Bridge Construction, as amended from time to time. DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. CFX shall require CFX'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. CFX shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record and approval by DEPARTMENT. Provided, however, in the event of an emergency, CFX shall immediately make any necessary changes and notify DEPARTMENT and the Engineer of Record after the modifications.

11. DEPARTMENT may request and shall be granted a conference with CFX and, at CFX'S option, CFX'S CCEI firm, to discuss any part of the Project activities that DEPARTMENT determines to be inconsistent with the approved design plans and specifications. CFX will monitor the corrective action and provide DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if DEPARTMENT determines a condition exists which threatens the public's safety, DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. CFX shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. CFX is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, CFX shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S 2018 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2018 Roadway and Traffic Design Standards, and

as those sources may be amended from time to time. CFX may assign the responsibility of this paragraph to the Contractor or its' CCEI for the construction of the Project.

13. Prior to the Project bidding, CFX shall provide an updated Construction Schedule to supplement the Construction Schedule set forth in **Exhibit "D"** that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of DEPARTMENT'S right, title and interest in the land to be entered upon and used by CFX. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by CFX in accordance with the terms and conditions hereof.

15. Upon completion of the work in accord with the Construction Plans, CFX shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-000). The "as-built" plans shall be certified by the Engineer of Record/CCEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2018 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, CFX shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to DEPARTMENT in a manner acceptable to DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to DEPARTMENT.

16. In the event contaminated soil is encountered by CFX or anyone within DEPARTMENT right of way, CFX shall immediately cease work and notify DEPARTMENT. DEPARTMENT shall coordinate with the appropriate agencies and notify CFX of any required action related thereto.

17. It is acknowledged by the parties that Construction Plans are still being prepared by CFX as of the date of this Agreement. Construction of the Project will not commence until the Parties have approved the Construction Plans and all required right-of-way has been properly obtained and certified (if applicable) as such by DEPARTMENT's Right of Way Manager.

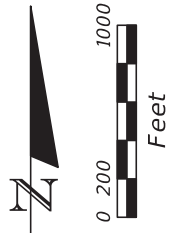
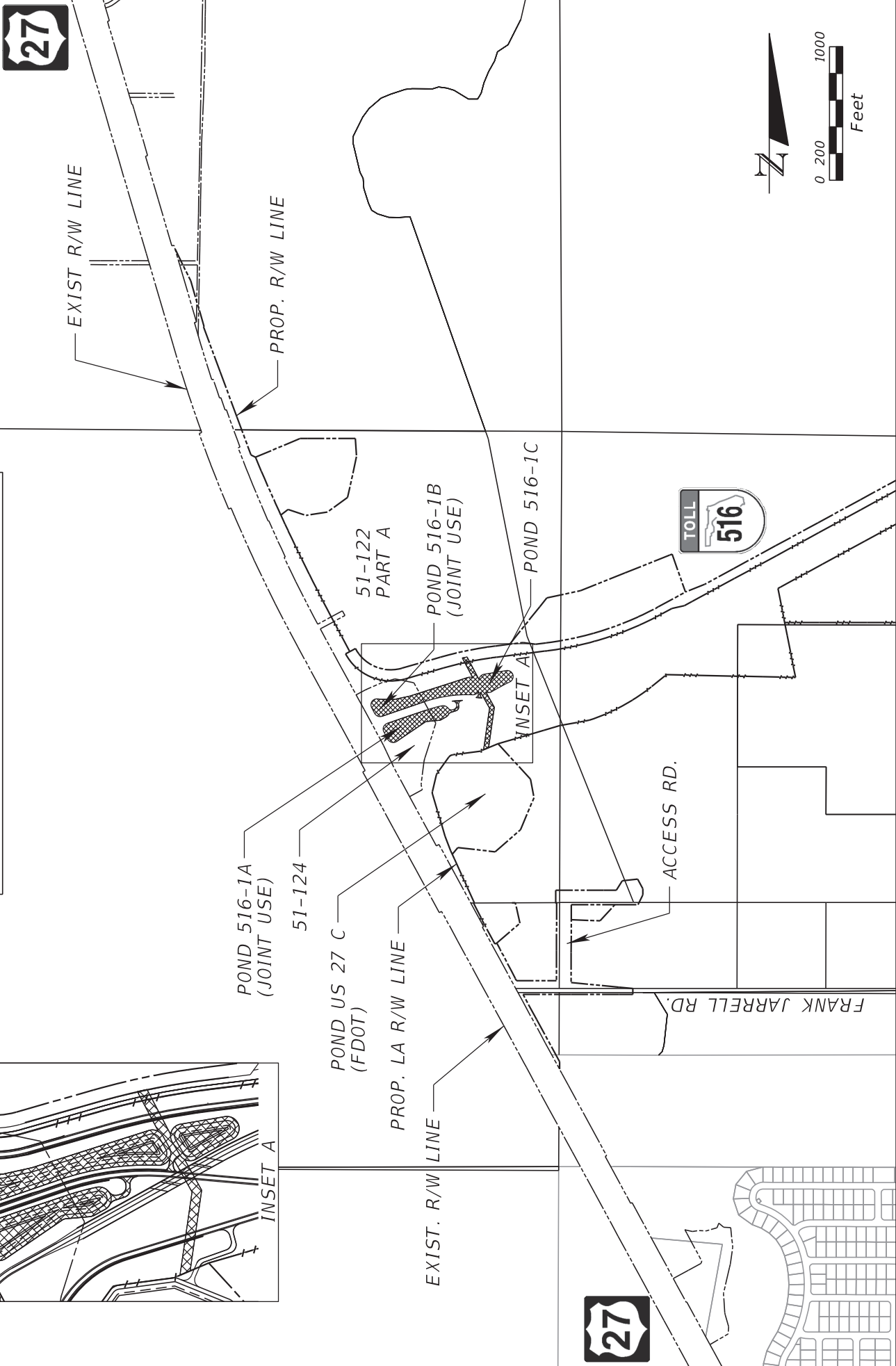
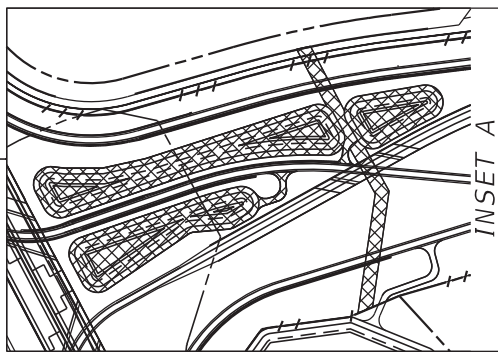
18. If applicable, CFX shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not

be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

DRAFT

LEGEND

 DRAINAGE EASEMENT GRANTED TO FDOT FROM CFX



ROAD NUMBER	PROJECT NUMBER
SR 516	516-236

CFX / FDOT
JOINT PROJECT AGREEMENT
EXHIBIT H



EXHIBIT "I"
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND

PROJECT		DESCRIPTION:
FINANCIAL	PROJECT	NUMBER
		(FPN):449426-1

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, CFX shall furnish the DEPARTMENT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Diego “Woody” Rodriguez, General Counsel

DATE: March 15, 2023

SUBJECT: Property Acquisition, Disposition and Permitting Policy

BACKGROUND

CFX’s Property Acquisition, Disposition and Permitting Procedures Manual (ROW Manual) governs the acquisition and disposition of properties as well as the release of limited access lines, issuance of utility permits and temporary rights of entries. The ROW Manual, adopted by the CFX Board on September 7, 2017, contains both policies and procedures.

In 2022, the right of way process and ROW Manual were audited as part of a routine internal audit by Protiviti, Inc., CFX’s auditors. Protiviti made recommendations of revisions to the ROW Manual. Their recommendations were presented to the Right of Way Committee on November 16, 2022. The Right of Way Committee made additional recommendations about the right of way process.

The 2022 ROW Audit recommendations included:(i) to separate the ROW Manual into two documents, a policy providing high level guidance and a procedural manual to carry out the day-to-day activities; (ii) to delegate authority to the Executive Director to streamline the acquisition and disposition process; (iii) to revise criteria for appraisals; and (iv) to revise criteria for utility permits.

Attached is the proposed Property Acquisition, Disposition and Permitting Policy.

REQUEST

A recommendation to the CFX Board to approve the proposed Property Acquisition, Disposition and Permitting Policy.

ATTACHMENT

A. Property Acquisition, Disposition and Permitting Policy

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**PROPERTY ACQUISITION, DISPOSITION
& PERMITTING POLICY**

2023

Approved by ROW Committee: _____
Approved by CFX Board: _____

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I. PURPOSE

The Central Florida Expressway Authority (“CFX”) Property Acquisition, Disposition and Permitting Policy (hereinafter referred to as the “Policy”) is intended to provide governing policies to CFX employees, consultants and the Right of Way Committee for purposes of:

- (i) obtaining necessary rights of way, easements and other property rights for roadway improvement projects and other public purposes for which CFX may be authorized to acquire such property rights;
- (ii) disposing of property rights deemed available for disposal by CFX; and
- (iii) managing and authorizing uses of CFX properties, such as permits, leases, licenses, easements or temporary right of entries.

The Policy is intended for use in which CFX is the acquiring or disposing agency, unless required by law or contract to be governed by Florida Department of Transportation procedures or other procedures. This Policy and the guidelines presented herein are official CFX policy and shall provide the basic structure for conducting right of way and other property acquisition and disposition efforts for CFX. This Policy shall be reviewed and updated by the General Counsel and presented to the CFX Board for approval at a minimum of once every two years.

II. GENERAL POLICY STATEMENT

Chapter 348, Part III, Florida Statutes, along with other provisions of Florida law, provide authority for CFX to acquire property and to exercise the right and power of eminent domain for acquiring rights of way and other properties for CFX purposes and as part of the Central Florida Expressway System (“Expressway System”). The policy of CFX shall be to acquire all properties in fee simple, easement, or other property interest deemed to be necessary for a public purpose. If acquisition of only part of a property would leave its owner with an uneconomic remnant, CFX shall consider acquisition of the entire property. It is further the policy of CFX that every property owner shall receive full, just and adequate compensation for the property, in accordance with the laws of the State of Florida. CFX shall attempt to negotiate in good faith to obtain a voluntary purchase from the property owner which may include providing non-monetary consideration as compensation for the property interests acquired.

III. CFX ORGANIZATION AND COORDINATION

A. CFX Board Oversight

The CFX Board has sole and final responsibility for all decisions related to project approval and authorization, expenditure of funds, consultant selection and contracting, property purchases, settlements, and authorization of eminent domain proceedings. The CFX Board delegates certain authorities and responsibilities to the Executive Director who in turn authorizes various CFX staff or consultants to conduct the day-to-day operations, including right of way acquisition and management of all CFX properties. In relation to right of way acquisition, the CFX Board shall approve and/or authorize the following:

1. Approval of preferred alternative/alignment pursuant to a project development and environment study;

2. Initiation of right of way acquisitions; and
3. Initiation of eminent domain proceedings.

B. Duties and Responsibilities of Executive Director and General Counsel

1. Executive Director

The CFX Board delegates authority to the Executive Director to conduct the daily operations of CFX regarding property acquisition, disposition, and management of CFX property. Such delegated duties include the ability to make purchase offers, negotiate settlements, approve mediation and condemnation settlements, execute acquisition or disposition agreements, execute donation agreements, execute applications for annexation or vacation, and decide other matters pertaining to property acquisition, disposition and management of CFX property, subject to approval by the CFX Board as set forth herein and in the procedures. The Executive Director shall be specifically authorized to execute, without prior Board approval, any documents conveying either (a) a temporary property interest for less than one (1) year; or (b) a property interest with a value of \$50,000 or less, as determined in accordance with adopted procedures. Any documents that convey a property interest that is both greater than \$50,000 and conveys a property interest with a duration of one (1) year or longer shall be reviewed by the Right of Way Committee and approved by the CFX Board prior to execution by the Executive Director. Approval of any purchase, donation or other agreements by the CFX Board will confer upon the Executive Director the authority to execute, on behalf of the CFX Board, the agreement and any and all documents reasonably required to effectuate the terms of the agreement, including, without limitation, closing documents, easements, licenses and evidence of any consents, waivers, addendum or any other documents reasonably required pursuant to the terms of the agreement.

2. General Counsel

The CFX General Counsel is responsible for advising and supporting the CFX Board and the Executive Director in the execution of their duties including the supervision of CFX outside counsel, the acquisition coordinator and other consultants retained by CFX. CFX General Counsel shall provide counsel on any proposed settlements and mediations as well as advise the Executive Director on compliance with any applicable state and federal laws.

C. Duties and Responsibilities of the Right of Way Committee

The Right of Way Committee, as established through a charter in CFX policy, shall perform such duties as outlined therein and in this Policy.

D. Use of Consultants

CFX may select the necessary consultants to carry out the various right of way services as required by the complexity and magnitude of the property acquisition program, including, without limitation, right of way legal counsel, an acquisition coordinator, and any other consultants retained by CFX. Such consultants shall provide CFX with the necessary expertise at a reasonable cost. General Counsel may confer with the Right of Way Committee from time to time to determine what type of consultant services are required to accomplish right of way and real property

acquisition and disposition services. Consultants shall be selected in accordance with CFX's Procurement Policy.

E. Delegation

The CFX Executive Director, CFX Chief of Infrastructure or CFX General Counsel may delegate the routine day-to-day functions and responsibilities of the property acquisition and disposition process to CFX staff or consultants, subject to oversight by the individual delegating the authority. Any authority or responsibility specifically attributed to the CFX Executive Director, the CFX Chief of Infrastructure, or the CFX General Counsel implicitly extends to anyone that the employee has explicitly delegated it to.

IV. PROPERTY ACQUISITION

CFX staff shall identify any and all property interests necessary to construct, improve, maintain, operate or expand CFX's Expressway System. The Executive Director with the assistance of General Counsel and Chief of Infrastructure, shall adopt procedures setting forth the requirements to identify, negotiate and acquire the required property interests and ownership interests. In the event CFX is unable to negotiate a voluntary purchase from the property owner, CFX is authorized to institute an action for eminent domain upon a finding by the CFX Board that the subject property is necessary for a public purpose in accordance with Chapters 73 and 74, Florida Statutes.

V. PROPERTY DISPOSITION

CFX may, from time to time, determine that certain properties are no longer needed for the operation of its Expressway System. The CFX Board, upon a recommendation from the Right of Way Committee and CFX staff, may determine that any real property, of any monetary value, located outside of the current operating right of way limits of the Expressway System that is not currently needed to support the existing Expressway System is no longer essential for present or future construction, operation or maintenance of the Expressway System or for essential CFX purposes. CFX may dispose of surplus property by selling it or exchanging it with private entities or persons in accordance with the procedures adopted by the Executive Director.

VI. OTHER PROPERTY INTERESTS

CFX recognizes that there will be situations where CFX or a third-party user needs to acquire, grant, or reserve less than fee simple interest in property. CFX may periodically enter into permits, easements, licenses, leases, releases, or other such agreements with private or public parties to acquire, grant, reserve or release certain other property interests if such agreement is determined to be in the best interest of the public in accordance with CFX's Amended and Restated Master Bond Resolution and the adopted procedures.

VII. PROCEDURES

The Executive Director with the assistance of General Counsel and Chief of Infrastructure shall establish and adopt procedures to implement the provisions set forth in this Policy.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Diego "Woody" Rodriguez, General Counsel *Diego "Woody" Rodriguez*

DATE: January 27, 2023

SUBJECT: Right-of-Way Acquisition Agreement between Suburban Land Reserve, Inc. and Central Florida Expressway Authority
Project: Northeast Connector Expressway

Board approval is requested of the donation of real property from Suburban Land Reserve, Inc. ("Suburban") to the Central Florida Expressway Authority ("CFX") substantially in accordance with the attached Right-of-Way Acquisition Agreement ("Agreement") between Suburban Land Reserve, Inc. ("Suburban") and the Central Florida Expressway Authority ("CFX"), subject to any minor modifications approved by the General Counsel, or his designee.

Pursuant to the terms of the Agreement, Suburban has agreed to donate to CFX approximately 260 acres of real property necessary for the extension of State Road 534 at Cyrils Drive south approximately four (4) miles to a point of intersection with Nova Road. The donation is subject to a use restriction that the subject property be used for the construction, operation, repair and replacement of a limited access expressway system. The donation is scheduled to close in five (5) years from the effective date of the Agreement or concurrent with the closing from escrow of the east segment of State Road 534, whichever occurs first.

PARCELS:

PROJECT NAME: NORTHEAST CONNECTOR EXPRESSWAY

RIGHT-OF-WAY ACQUISITION AGREEMENT

THIS RIGHT-OF-WAY ACQUISITION AGREEMENT (“Agreement”) is made as of its Effective Date (defined below) between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation, (“**SLR**”), with an address of 51 South Main Street, Suite 301, Salt Lake City, Utah 84111, and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and an agency of the state, under the laws of the State of Florida, with an address of 4974 Orl Tower Road, Orlando, Florida, 32807, (“**CFX**”). (SLR and CFX are sometimes collectively referred to below as the “**Parties**” and individually as a “**Party**”).

RECITALS:

- A. SLR is the fee simple owner of, or has the enforceable right to direct the conveyance and other disposition of, that certain land located in Osceola County, Florida as more particularly described or depicted on Exhibit “A” attached hereto and incorporated herein by reference (the “**Property**”).
- B. CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the “**CFX Act**”) to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business, including the power to contract.
- C. CFX, and the Osceola County Expressway Authority (“**OCX**”) previously entered into an Interlocal Agreement dated as of August 15, 2016 (the “**Transition Agreement**”), relating to various projects included in the OCX 2040 Master Plan, including extension of the Osceola Parkway from west of Boggy Creek Road to the proposed Northeast Connector Expressway, together with a proposed additional extension of Osceola Parkway commencing at the original terminus of the Osceola Parkway extension proposed in the OCX 2040 Master Plan and extending east approximately two miles to a point of intersection with a proposed new north-south arterial, which project is the subject of a project development and environment study conducted under FPID 432134-1-22-01, in Fiscal Year 2016/2017 (which entire extension project from west of Boggy Creek Road to the point of intersection with the new north-south arterial is known as FM #439193-1-38-01 and FM #439193-1-48-01), as re-evaluated by CFX and approved by the governing board of CFX on December 12, 2019 (the “**SR 534**”).
- D. CFX conducted a project development and environment study in Fiscal Year 2018/2019 to examine the viability and potential alternatives for the extension of SR 534 at Cyrils Drive south approximately four (4) miles to a point of intersection with Nova Road (which entire extension project south of Cyrils Drive to the point of intersection with Nova Road, as evaluated by CFX and approved by the governing board of CFX on November 18, 2021 (the “**Project**”). The Project is generally depicted on Exhibit “C” attached hereto and incorporated herein by reference, and includes the interchange depicted thereon (to be located at the intersection with the proposed extension of Jack Brack Road).

- E. To advance the construction of SR 534, SLR, CFX, and other parties have earlier entered into a certain Amended and Restated Right-of-Way Agreement (East Segment) dated as of February 14, 2022 (the “**East Segment Agreement**”) and a certain Agreement to Convey Conservation Lands dated December 12, 2019, amended by a certain First Amendment to Conservation Lands Agreement dated as of February 14, 2022, (collectively, “**Conservation Lands Agreement**”). The East Segment Agreement and the Conservation Lands Agreement are referred to collectively below as the “**Eastward Extension Agreements**”.
- F. CFX has requested SLR donate the Property to CFX to be improved and incorporated in the Project. The roadway CFX constructs over the Property will connect SR 534 to existing Nova Road, which will expand the regional benefits provided by SR 534.
- G. SLR has agreed to donate the Property to CFX to be improved and incorporated into the Project subject to the conditions and requirements of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, and of the mutual covenants of this Agreement, CFX and SLR covenant and agree as follows:

- 1. **Definitions.** Capitalized terms used in this Agreement (except in headings) shall have the meanings that appear where the terms are first set forth in quotation marks. Capitalized terms used but not immediately defined shall have the meanings ascribed thereto elsewhere in this Agreement. In addition to all other defined terms contained in this Agreement, the terms listed below, except as the context may require otherwise, shall have the meanings provided for each:
 - a. “**Closing**” shall mean the event at which the title for the Property is transferred to CFX in accordance with this Agreement.
 - b. “**Laws**” shall mean, as applicable, laws, statutes, ordinances, orders, regulations, permits, approvals, and other requirements of Governmental Authorities or quasi-governmental authorities, including without limitation courts and tribunals.

All of the defined terms contained in this Agreement, whether or not listed above in this Section, may be used in the singular or the plural and, except as the context may require otherwise, shall mean when used in the plural all objects, persons, events, and other category included in the definition, and when used in the singular any of the objects, persons, events, and other category included in the definition.

- 2. **Property.** The Property includes approximately 260 acres located in Osceola County, Florida. At least thirty (30) days before Closing, CFX at its sole expense shall obtain a Survey or certified sketch and legal descriptions of the Property, as provided in the Section below titled “Survey.” The legal description established by that Survey or certified sketch and legal description, which shall be subject to SLR’s review and approval as provided in Section 7 below, shall for all purposes of this Agreement be deemed the accepted legal description of the Property. Upon the approval of accepted legal description of the Property, Exhibit A of this Agreement shall be deemed amended to contain such accepted legal description of the Property and the corresponding survey or certified sketch and description. At Closing, SLR will either have acquired record fee simple title to the Property, or will cause the then record fee simple owner of the Property to transfer and convey it directly to CFX in accordance with this Agreement.

3. **Agreement to Convey Interest in Property.** Subject to the conditions and requirements of this Agreement, SLR agrees at Closing that no monetary consideration will be required from CFX to cause SLR to convey or cause to be conveyed to CFX the fee simple title in and to Property.
4. **SLR's Materials.** Within thirty (30) days of the Effective Date of this Agreement, SLR shall deliver or make available to CFX copies of the materials relating to the Property that are listed on Exhibit "B" attached hereto and incorporated herein, to the extent they are in the possession or control of SLR (collectively, the "**SLR's Materials**"). SLR will deliver the SLR's Materials to CFX, without representation or warranty whatsoever, and without cost to CFX. At the request of CFX, SLR will reasonably cooperate with CFX to assist in obtaining reliance letters, consents, certifications or other approvals from the consultants that prepared the SLR's Materials.
5. **CFX's Right of Inspection.** CFX with its agents and engineers will have, at all times prior to the Closing, the privilege of going upon the Property as needed to inspect, examine, survey, appraise and otherwise undertake those actions which are reasonable and necessary to determine the suitability of the Property for the uses and activities that this Agreement permits on the Property. CFX and SLR shall reasonably cooperate to determine the scope, timing, and location of tests needed for such inspections. CFX shall enter the Property, and shall cause its agents and engineers to enter the Property, at the sole risk of CFX, and CFX shall, subject to restrictions set forth in Section 768.28, Florida Statutes, release, indemnify and hold harmless, SLR or the then current owner of the Property (if SLR is not the owner), and their respective parent entities, affiliates, members, managers, officers, directors, shareholders, employees, and agents (collectively, "**Released Parties**"), from any claims against the Released Parties or any one or more of them, including third-party claims, relating to any entry onto the Property by CFX, its employees, agents, or contractors or by any other person entering under the direction of CFX.
 - a. **Inspections for Hazardous Substances.** CFX may, in its sole discretion and at its sole cost and expense, conduct a Phase I Environmental Site Assessment of the Property (a "**Phase I**") to determine the likelihood of the Property's containing Hazardous Substances, including substances that may have been deposited by the Cattle Dipping Vat operations referenced below.
 - i. As used herein, "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state, or federal Law pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such Laws being referred to collectively as "**Environmental Laws**"). In the event CFX determines in its discretion the Phase I report is not satisfactory, CFX may terminate this Agreement by providing written notice of such termination to SLR at any time prior to the Closing, which notice shall, upon receipt by SLR, relieve the Parties of all further obligations hereunder, excluding those obligations the Parties agree survive termination.
 - ii. Should CFX require a Phase II Environmental Site Assessment or any other environmental review more intrusive than the Phase I (a "**Follow-up Assessment**"), CFX shall first provide a detailed proposal for such Follow-up

Assessment to SLR for SLR's review and comment. SLR and CFX shall cooperate in good faith to coordinate such Follow-up Assessment to minimize adverse impacts to the Property.

- iii. SLR hereby discloses to CFX the potential existence of a historic cattle dipping vat that may have released Hazardous Substances on or near the Property (the "**Cattle Dipping Vat**"). CFX shall be solely responsible for determining if the Property is impacted by the Cattle Dipping Vat, if necessary, locating the Cattle Dipping Vat, and determining if remediation for Hazardous Substances released by the Cattle Dipping Vat is necessary or advisable. Neither SLR, nor the then record owner of the Property (if SLR is not the record owner), nor the holder of any other interest in the Property, nor the respective predecessors-in-title of any of the foregoing, nor their affiliates, members, managers, officers, directors or shareholders, shall have any liability or obligation to remediate, and CFX shall hold harmless all such parties with respect to, any contamination or other condition resulting from the historical use of a Cattle Dipping Vat on or near the Property. CFX expressly waives, disclaims, and releases all claims of every nature that might otherwise inure to CFX by reason of environmental contamination and other conditions arising from or relating to historical operations of a Cattle Dipping Vat on or near the Property. This provision shall expressly survive Closing.
- b. Prohibition Against Liens. CFX, at its sole cost and expense, shall pay for all work and inspections performed on or in connection with the Property, and shall not permit the filing of any lien against the Property (or any portion thereof) in favor of any contractor, materialman, mechanic, surveyor, architect, engineer, laborer, or any other lienor performing services or supplying materials to the Property on CFX's behalf or at its request. This subsection shall survive Closing and termination of this Agreement, whatever the reason for termination.
- c. Protection of Released Parties. CFX shall maintain, or shall cause each of its contractors performing work on the Property on behalf of CFX to maintain, a policy or policies of commercial general liability insurance, with a combined single limit of not less than \$1,000,000 and \$2,500,000 in the aggregate protecting SLR, the record owner of the Property (if SLR is not the record owner) and the other Released Parties from claims, actions, losses, and liability relating to entries by or on behalf of CFX onto the Property. Each policy of the contractors shall name SLR, the Property's record owner (SLR is not the record owner), and the other Released Parties, as additional insureds; provided, however, SLR understands and acknowledges that CFX, as a state agency, is statutorily prohibited from naming SLR as an additional insured. Each policy also shall be underwritten by an insurance company meeting SLR's reasonable approval. CFX or its contractors shall deliver to SLR a certificate or other evidence of such insurance before entering onto, or causing entry by another onto, the Property. CFX, as a condition to its exercise of its right of entry, agrees to protect and indemnify SLR and the other Released Parties with respect to liens, claims, expenses, damages, losses, obligations, and liabilities resulting from the exercise by CFX, or any of its agents, of this right of entry. Nothing contained herein shall be deemed a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Without waiving any right to sovereign immunity as provided in Section 768.28, Florida Statutes, CFX may self-insure for general liability

with coverage limits as set forth in Section 768.28, Florida Statutes, and shall provide an affidavit or certificate of insurance evidencing self-insurance commercial insurance for up to sovereign immunity limits and SLR agrees to accept such insurance with regard to CFX. This subsection shall survive Closing and termination of this Agreement, whatever the reason for termination.

- d. **Right to Terminate.** Should CFX determine in its sole discretion that the Property is not acceptable for any reason, then CFX shall have the right before Closing either to: (i) to accept the condition of the Property as-is, or (ii) terminate this Agreement by written notice delivered before Closing to SLR. In the event of such a termination, the Parties will be relieved of their respective obligations under this Agreement other than those obligations the Parties agree herein survive such a termination.
6. **Evidence of Title.** CFX may obtain, at its expense, a commitment for a policy of Owner's Title Insurance (the "**Commitment**") which shall be written on a nationally recognized title insurance company chosen by CFX (the "**Title Company**").
- a. **Objection to Title Defects.** Not later than ninety (90) days before Closing, CFX shall provide written notice to SLR of any title defects disclosed by the Commitment or the Survey (defined below). For purposes of this Agreement, a title defect is a matter which would render title unmarketable or otherwise unsatisfactory in the discretion of CFX for the purposes prescribed in this Agreement. Time is of the essence of CFX's delivery of notice of title defects. Accordingly, if CFX does not timely deliver its notice of title defects, all matters reflected in the Commitment or appearing on the Survey (and, in the absence of a Survey, those that would have been disclosed by an accurate survey) shall be deemed "Permitted Exceptions." All matters appearing on the Commitment and the Survey to which CFX does not expressly object in accordance with this clause shall be deemed Permitted Exceptions.
 - b. **Correction of Title Defects.** SLR shall have sixty (60) days from receipt of CFX's notice of title defects in which to remove, or decline any action to remove, such title defect(s) (if SLR in its discretion elects to undertake such removal); and if SLR is unsuccessful in removing, or declines to remove, the title defects within that time period, CFX may elect in a notice delivered to SLR within ten (10) days thereafter, as the sole and exclusive remedy of CFX, to: (i) accept title as it then is; or (ii) terminate this Agreement. If CFX elects to terminate, each Party shall then be released of all further obligations hereunder, excluding those obligations this Agreement requires survive termination. If CFX fails within the prescribed ten (10) days to make an express election, CFX shall be deemed to elect to accept title as it then is. SLR's failure to correct a defect shall not constitute a default by SLR. SLR shall have no obligation to, and in its sole discretion may elect not to, undertake removal of any title defects.
 - c. **Title and Survey Updates.** No later than thirty (30) days before the Closing, CFX may, at its cost and expense, obtain an update of the Commitment (the "**Updated Commitment**") and of the Survey (the "**Updated Survey**"). If the Updated Commitment or Updated Survey reflects any matters not caused by or at the direction of CFX and that attached to title for the Property, or developed on the Property, after the effective dates of the Commitment or the Survey, as the case may be, such matters shall be treated as title defects and addressed in the manner and within the same time periods as are provided in subsections a. and b. above.

- d. **Reservation of Utility Licenses or Easements.** SLR shall have the right, at its expense, at or prior to Closing, to reserve to itself or its assigns, the future right to designate within the Utility Location Period defined below, non-exclusive easements or licenses granting SLR or its assigns the right, to install and maintain utility crossings perpendicular to the Project right-of-way in locations and configurations over the Property approved by CFX, which approval shall not be unreasonably withheld, conditioned, or delayed. No later than subsequent to the Closing but prior to completion of the sixty percent (60%) construction plans for the Project (the "**Utility Location Period**"), SLR shall coordinate with CFX to review and grant specific, non-exclusive easements or licenses, as determined by the mutual consent of the Parties and applicable utility providers, to SLR or any utility providers identified by SLR in writing, utility crossings perpendicular to the Project right-of-way in locations and configurations over the Property approved by CFX, which approval shall not be unreasonably withheld, conditioned, or delayed. CFX understands and acknowledges that potential perpendicular utility crossings are essential to the development of the real property located adjacent to the Property lying within the Sunbridge development ("Adjacent SLR Property"), and as such, CFX shall take any and all action reasonably necessary to approve the utility crossings perpendicular to the Project to the extent such utility crossings are identified prior to the expiration of the Utility Location Period (unless otherwise subsequently agreed to by the parties in their sole and absolute discretion) and do not (i) otherwise materially adversely affect, interfere, impede, impact or restrict the current or future construction, operation, maintenance, repair, relocation or expansion of the Central Florida Expressway System, (ii) otherwise materially impair traffic operations or public safety, or (iii) otherwise require CFX to incur any costs or expenses, now or in the future, related to the maintenance, repair or relocation of said utility crossings. SLR's rights and interests under this Section shall be expressly reserved in the Deed (as defined below) and shall constitute a Permitted Exception. CFX reserves the right to review and approve, in its reasonable discretion, the form and content of any and all such reservations or grants to ensure compliance with the foregoing terms and conditions. In the event SLR requires the granting of any licenses or easements over the Property to serve the needs of the Adjacent SLR Property subsequent to the Closing, SLR understands and acknowledges that the grant or reservations of any such licenses or easements shall be required to obtain the approval of CFX's Right of Way Committee and Governing Board and any such utility permits or licenses shall otherwise be required to comply with any and all of CFX's policies and procedures governing right of way permits and procedures for utility crossings in effect at the time of the reservation, provided; however, the provisions of this section shall control over any inconsistent policies or provisions. The foregoing easement and license right shall be collectively referred to herein with the Power Easement as the "Reserved Utility Easements."
- e. **Power Easement.** The current owner of the Property is in the process of negotiating with FPL an electric utility easement (the "**Power Easement**") generally adjacent to the northerly right-of-way line of Nova Road as generally depicted in **Exhibit D** attached hereto and incorporated herein by reference. Within thirty (30) business days after the Effective Date, SLR shall cause to be delivered to CFX such information as is currently available concerning the Power Easement. Thereafter, SLR shall from time to time use commercially reasonable and good faith efforts to provide to CFX additional information concerning the Power Easement as it becomes available. Within thirty (30) business days after the Effective Date, and from time to time

thereafter as negotiations of the Power Easement progress, CFX shall provide to SLR any standards or requests CFX desires be addressed in the Power Easement. CFX acknowledges, however, SLR makes no warranty or covenant the Power Easement will address any such standards or requests. On finalization of the Power Easement, SLR shall timely deliver to CFX a copy of the recorded Power Easement; whereupon, the Power Easement shall become a Permitted Exception.

7. **Survey**. CFX shall cause a Survey or certified sketch and legal descriptions of the Property to be prepared at the sole expense of CFX. If CFX elects to obtain a survey (the "**Survey**") the Survey shall satisfy the requirements of Section 627.7842, Florida Statutes, and shall be performed and certified as complying with applicable Law to CFX, SLR, their respective attorneys' law firms, and to the Title Company. If CFX obtains the Survey, CFX may object to Survey conditions, which shall then be treated as title exceptions and cured, or not cured, as applicable, in accordance with the Subsection 6.a. and b above. If CFX does not obtain the Survey, CFX shall prepare, or have prepared on their behalf, certified sketches and legal descriptions of the Property. The legal description from the Survey or certified sketch and description shall be substituted in the Deed at Closing, subject to SLR's reasonable approval of that legal description. No later than one hundred twenty (120) days before Closing, CFX shall provide SLR with a complete and accurate legal description of the Property for review and approval within fifteen (15) days. If SLR does not object in writing to the legal description within said fifteen (15) day period, the legal description shall be deemed approved by SLR. Once approved by SLR in writing, the legal description shall be included in the documents signed at Closing. In the event CFX does not obtain a current Survey of the Property, then the standard survey exceptions will not be removed from the title policies. Further, CFX acknowledges and agrees that the title policies may include specific survey exceptions based on the Survey.
8. **Warranties and Representations**. To induce CFX to enter into this Agreement, SLR makes the following representations and warranties as of the Effective Date, which warranties shall be deemed renewed as of the Closing unless before Closing SLR notifies CFX of occurrences that do or may affect a warranty.
 - a. **Pending Actions**. To SLR's actual knowledge, no suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting or relating to the Property, or relating to or arising out of the ownership of the Property, are pending in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.
 - b. **Authority to Contract**. SLR has the full right, power and authority to enter into and perform, or cause the performance of, this Agreement, including without implied limitation the conveyance of the Property in accordance herewith.
 - c. **Third-Party Rights**. At Closing SLR will transfer title for the Property to CFX free of any right or option to acquire the Property whatsoever in favor of another person, firm, or other legal entity.
 - d. **Compliance with Existing Agreements**. To SLR's actual knowledge, the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by SLR of any provision of any agreement or other instrument to which SLR is a party or to which SLR may be

subject, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued to SLR.

- e. **No Other Interests.** To SLR's actual knowledge, other than SLR or the then current record owner of the Property, as of the Closing Date, no person, firm, or other legal entity other than CFX will have any right or option whatsoever to acquire the Property or any portion thereof or any interest therein.
- f. In the event that material changes occur before Closing affecting any of the representations or warranties of this Section, or in any other part of this Agreement, of which SLR has actual knowledge, SLR will promptly disclose same to CFX; and in the event of any change which may be deemed by CFX to be materially adverse to CFX's intended use of the Property, CFX may, at its election, as its sole and exclusive remedy, terminate this Agreement.

All representations and warranties made herein are based on the actual, present knowledge of David Cannon and JD Humpherys on behalf of SLR (collectively, the "**Named Representative**"). Neither the actual, present conscious knowledge of any other individual or entity, nor the constructive knowledge of the Named Representative or of any other individual or entity, shall be imputed to the Named Representative, nor shall either Named Representative have any personal liability hereunder. SLR has not undertaken, and has no duty to undertake, any investigation for the purpose of making these representations and warranties.

- 9. **Cooperation in Securing Approvals.** SLR shall from time to time before Closing, at CFX's request, promptly join with CFX in the execution and submission of such petitions, applications, requests, and other documents or submittals (collectively, the "**Submittals**") that CFX may reasonably request in connection with CFX's efforts to secure the Approvals (as defined below) for undertaking construction of the Project so long as such Submittals (and any Approvals arising thereunder) (i) do not impose obligations or liabilities on SLR or on the Property; (ii) comply with the terms, conditions, and intent of the Eastward Extension Agreements, and (iii) have no adverse impact to SLR or its affiliates with respect to their land holdings surrounding the Property. SLR shall be under no obligation to incur expense or liability in performing its obligations under this provision or providing its cooperation as provided under this provision. CFX, at its sole cost and expense, is responsible for obtaining all Approvals for design, permitting, constructing, operating and using the Project. SLR shall coordinate such efforts in good faith with CFX so as not to impair or interfere with CFX's efforts to secure Approvals for the Project, and so long as such efforts by CFX comply with the terms, conditions, and intent of the this Agreement. "**Approvals**" shall mean the issuance by all applicable governmental authorities of the permits, consents, licenses, and other approvals required for constructing and operating the Project, which approvals are either (1) affirmed on administrative and judicial review by final order of judgment for which no appeal is or can be taken in accordance with applicable Laws, or (2) in effect beyond the period of limitations for administrative and judicial review in accordance with applicable Laws, during which period no action or other proceeding is instituted for review or challenge thereof.
- 10. **Eastward Extension Agreements.** As contemplated in the Eastward Extension Agreements, the Eastward Extension Agreements closed in escrow as of March 30, 2022. The conditions of these two escrow closings are prescribed in a certain Escrow Agreement (Right-of-Way Acquisitions Agreement—East Segment) dated March 30, 2022 (for the East Segment Agreement) and in a

certain Escrow Agreement (Agreement to Convey Conservation Lands) dated March 30, 2022 (for the Conservation Lands Agreement) (collectively, the “**Escrow Agreements**”). For purposes of this Agreement, a “**Closing(s) from Escrow**” means the conditions and requirements detailed in the Escrow Agreements are satisfied or waived so that escrowed deeds are recorded in the public records.

11. **Use Restriction.** The Deed will contain a restrictive covenant limiting use of the Property substantially consistent in all material respects with the following form (“**Use Restriction**”):

“Use of the Property shall be restricted and limited to construction, maintenance, repair, replacement, and operation of a limited access highway (the “**Primary Use**”) and such other public transit or transportation facility or other public transit or transportation use ancillary to or in support of the Primary Use which is reasonably approved by the governing board of CFX (the “**Ancillary Use**” and together with the Primary Use referred to herein collectively as the “**Permitted Use**”). No Ancillary Use shall at any time be permitted in the absence of, or in lieu of, the Primary Use. Concurrent with a Permitted Use (but not before or in lieu thereof), use of the Property may also include stormwater management ponds and facilities, lighting, landscaping, and underground public utilities, and communications facilities and other improvements and facilities appurtenant to and otherwise in support of the Permitted Use; provided, however, in no event shall the Property be used by airborne vehicles or vehicles capable of flight, or similar uses. The Property shall not be used for any other purposes or uses whatsoever. This Use Restriction shall be construed broadly in favor of SLR; and ambiguities shall be resolved to the extent possible in favor of the SLR. This restriction will run with title to the Property for a term of fifty (50) years from the date and time of recording of this Special Warranty Deed (“**Restriction Term**”). The persons and entities from time to time entitled to enforce this Use Restriction may do so by invoking all remedies at law and in equity, including without implied limitation specific performance and injunction. SLR shall have the absolute right to an injunction to arrest use of the Property that in any way violates or deviates from this Use Restriction.

If (i) the Project has not been completed and opened to public use by the fifth (5th) anniversary of the Closing, unless otherwise extended by the mutual written consent of SLR and CFX; or (ii) following completion of the Project, the Property or any portion thereof ceases on a permanent basis to be used for the Primary Use during the Restriction Term; or (iii) the Closings from Escrow do not occur and the Escrow Agreements are terminated; or (iv) on the occurrence of a Repurchase Event (as that term is defined in the East Segment Agreement) (each, a “**Reacquisition Event**”), then SLR shall have the assignable right to reacquire the Property (the “**Right of Reacquisition**”). CFX and its successors in interest shall promptly notify SLR in writing of the occurrence of a Reacquisition Event (“**Notice of Reacquisition Event**”). No later than one thousand ninety-five (1,095) days from receipt of such Notice of Reacquisition Event (the “**Reacquisition Period**”), SLR shall notify CFX or CFX’s successors in interest, in writing, of its intent to exercise its Right of Reacquisition (the “**Reacquisition Notice**”). If SLR elects to reacquire the Property, the following shall apply: (i) SLR will accept the physical condition of the Property “as-is where-is” subject, however, to (a) SLR’s right to terminate or extinguish any easements, limited access lines and other rights benefiting CFX or third-parties in anticipation of or in furtherance of the Permitted Use, all of which shall be subordinate and subject to SLR’ Right of Reacquisition (b) CFX or CFX’s successors in interest obligation to remove any monetary liens or encumbrances created by or through said party, and (c) the automatic release and termination of the Use Restriction; (ii) CFX or CFX’s successor’s in interest shall not be required to pay for any title insurance

search or SLR's policy or survey but shall be responsible for the costs of recording the deed, recording all title curative documents, transfer taxes, and any closing/escrow fees; (iii) CFX or CFX's successors in interest shall reconvey the Property (or the applicable portion thereof) by special warranty deed and shall deliver exclusive possession thereof to SLR concurrently with the closing; and (iv) CFX shall prepare all documents related to the reacquisition closing.

- a. On SLR's reacquisition of the Property pursuant to this Section, unless SLR expressly agrees otherwise, title for the Property shall vest SLR in free and clear of and unburdened by any matter to which the title was made subject to after the original conveyance by SLR.
- b. For purposes of this restriction, the Property shall be deemed permanently to cease being used for the Primary Use if once the limited access highway has opened to the general public for use, the highway or any lane or other portion thereof is closed to general public use for reasons other than temporary maintenance, repair, expansion, or upgrade for a period exceeding twenty-four (24) consecutive months.
- c. The persons and entities from time to time entitled to enforce this Right of Reacquisition may do so by invoking all remedies at law and in equity, including without implied limitation specific performance and injunction. SLR shall have the absolute right to specific performance to enforce this Right of Reacquisition.

The Use Restriction and SLR's Right of Reacquisition shall be prior and superior to all rights, titles, and other claims and interests granted, attaching, or otherwise affecting the Property, or any portion thereof, after the date of the Deed ("**Subordinate Interests**"); provided, however, if SLR acquires title to the Property (or applicable portion) through SLR's Right of Reacquisition, such reacquisition shall automatically extinguish the Use Restriction and the Subordinate Interests without further action, and SLR's title to any portion of the Property as a result of SLR's exercise of its Right of Reacquisition shall not be subject to the Use Restrictions or any Subordinate Interests. Further, any assignment by SLR of its Right of Reacquisition may, at SLR's option, include a written assignment of the foregoing right to the extinguishment of the Use Restrictions and the Subordinate Interests; otherwise, the Use Restriction and the Subordinate Interests shall remain an encumbrance against the assignee's title.

Notwithstanding the foregoing or anything contained herein, SLR understands and acknowledges that CFX or its successors in interest will be required to maintain a minimum right-of-way width of 330 feet and minimum stormwater volume to operate a limited access highway and in no event shall SLR, without the express written consent of CFX or its successors in interest, be permitted to reacquire a portion of the Property that would result in a minimum right-of-way width of less than 330 feet and the minimum stormwater volume on the remaining portions of the Property, or that would otherwise impact CFX's or its successors in interest's ability to operate the limited access highway on the remaining portions of the Property.

In the event SLR fails to provide a Reacquisition Notice within the Reacquisition Period, the Use Restriction shall automatically expire and shall be of no further force and effect. In such event, at no cost or expense to SLR, SLR shall cooperate and work in good faith with CFX or its successors in interest, to modify any existing development orders, planned developments, or other governmental approvals to enable the use of the Property for uses other than the

Permitted Use and Ancillary Use (the “**Land Use Changes**”) provided that such Land Use Changes do not have an Adverse Impact (as defined herein) on SLR or any of SLR’s successors in title or any of their affiliates or on adjacent real property owned by them. As used herein, the term “Adverse Impact” shall mean any consequence directly attributable to any Land Use Changes which consequence is materially adverse to the development, to the use, or to the cost of development or use, of any of the properties or improvements (existing or proposed) owned by SLR or their successors in title or affiliates lying within one (1) mile of the boundary of the Lake Nona Planned Development and Sunbridge Planned Development (the “**Adjacent Lands**”), or to the entitlements, mitigation, capacity and/or vested rights under any land use approvals for the Adjacent Lands.”

12. Contingencies.

- a. Securing Approvals. Notwithstanding any other provision of this Agreement, the Closing shall be contingent on CFX either (i) securing the Approvals before the Outside Closing Date, or (ii) completion of the Closings from Escrow pursuant to the Escrow Agreements. If neither of those conditions are satisfied by the Outside Closing Date, then either Party, in its discretion may terminate this Agreement by written notice to the other Party, whereupon this Agreement shall no longer bind the Property or the Parties, except with respect to obligations and liabilities this Agreement specifies shall survive termination. This condition shall be deemed satisfied if on or before the Outside Closing Date CFX either secures the Approvals, or the conditions and requirements for Closing from Escrow prescribed by the Escrow Agreements are waived or satisfied.
- b. Approval of SLR’s Board. Notwithstanding any apparently conflicting provision of this Agreement, although local or regional representatives of SLR may have executed this Agreement, such execution shall be conditional and shall not bind SLR until SLR’s applicable governing board or body (“**SLR’s Board**”) in its sole discretion shall have ratified and approved this Agreement. If SLR’s Board ratifies this Agreement, SLR shall notify CFX in writing within fifteen (15) days after the Board meeting at which this Agreement was ratified. In the event SLR’s Board shall fail to ratify this Agreement on or before sixty (60) days after the Effective Date, this Agreement shall be deemed rejected by SLR’s Board, and shall thereupon terminate and have no further force or effect.
- c. Approval of CFX’s Board. Within forty-five (45) days after receipt of written confirmation of approval of this Agreement by SLR’s Board, CFX shall present this Agreement to the CFX Board for approval. If the CFX Board grants its approval, this Agreement shall continue in full force and effect and binding on both Parties. If this Agreement is rejected by the CFX Board, this Agreement shall thereupon terminate and have no further force or effect.

13. Outside Closing Date and Closing Procedures and Requirements.

- a. Outside Closing Date. The Closing shall be held no later than five (5) years after the Effective Date (the “**Outside Closing Date**”), which shall occur at a location and on a date mutually agreeable to the Parties. The Parties will effect the Closing by delivering properly executed documents and required funds to the closing agent with written escrow instructions.

- b. Deed. At the Closing, SLR shall convey the Property (or shall cause the then-current record owners to convey the Property) to CFX by Special Warranty Deed (the “**Deed**”). Such conveyance shall be free and clear of all liens, mortgages, outstanding general and special assessments, and other matters other than the Permitted Exceptions and the Use Restriction.
- c. Deliver Possession. SLR shall deliver, or shall cause delivery, of possession of the Property to CFX at Closing. Any personal property or fixtures left by SLR after the Closing shall be presumed abandoned, and CFX will have the right to remove and destroy such property or fixtures without any responsibility or liability to SLR for any damages or claims whatsoever.
- d. Prorations. SLR shall pay all taxes, assessments, and charges applicable to the Property for all years prior to the Closing. At Closing, SLR will pay SLR’s prorata share of all taxes and assessments levied against the Property for the year of Closing in compliance with the procedures of Section 196.295, Fla. Stat. Any other revenues and expenses of the Property shall be prorated as of the day before the Closing.
- e. Costs of Closing. SLR shall pay the cost of recording the Deed and costs of recording documents required to clear title. CFX shall pay all costs pertaining to the Commitment, including but not limited to title insurance premiums, title search fees, and the premiums for any endorsements requested by CFX. Each Party shall pay all fees and costs for the services of the Parties’ respective attorney. The Parties anticipate the conveyance of the Property will be exempt from documentary stamp taxes; however, if the Parties determine documentary stamp taxes must be paid on the conveyance of the Property, SLR shall pay the documentary stamp taxes at Closing, which obligation shall expressly survive Closing.
- f. Closing Documents. SLR shall provide CFX with the Deed, closing statements, beneficial interest affidavit described in Section 286.23, *Florida Statutes*, as applicable, and an owner’s affidavit sufficient to allow the Title Company to delete applicable standard exceptions from the title policy (including as referenced in Section 627.7842, *Florida Statutes*). SLR shall provide at Closing an affidavit that SLR 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 (as amended from time to time), which affidavit shall include SLR’s taxpayer identification number and address or a withholding certificate from the Internal Revenue Service stating that SLR is exempt from withholding tax under FIRPTA on any consideration received by SLR in connection with this transaction. Each Party shall also sign and deliver such additional documents, and take such other actions, as may be reasonably necessary or appropriate to implement or perform provisions of this Agreement. Each closing document will be consistent with and will implement applicable provisions of this Agreement, and the form and content shall be subject to the reasonable approval of the Parties.
- g. Legal Descriptions. The Parties understand and agree that the legal descriptions of the Property may not be finalized until the design for the Project is completed. As such, in the event the legal descriptions attached to the Deed need to be modified post-closing, the Parties shall cooperate and work in good faith to execute any and all documents reasonably necessary to accommodate the revisions to the legal description and any closing documents required to effectuate the revisions to the

legal descriptions. Any revised legal description for the Property proposed after Closing shall be subject to the mutual approval of SLR and CFX, which approval neither Party shall unreasonably delay, condition, or refuse; provided, however, in no event shall the size of the Property exceed two hundred sixty (260) acres, nor shall the location and general shape of the Property be substantially different from the accepted legal description to be created prior to Closing pursuant to Sections 2 and 7 above. In the event the revisions to the legal description in the Deed are necessitated by a change or modification in the design of the right-of-way needs of the Project, CFX shall bear any additional costs or expenses, directly or indirectly, to revise the legal descriptions, including, without limitation, costs and expenses for the (i) preparation of the sketch and legal descriptions, surveys or closing documents, (ii) recording the deeds, easements agreements or any documents required to revise the legal descriptions; and (iii) title search and commitment fees, or title insurance premiums to update the title policies previously issued to CFX, if any (collectively, the "Revision Costs"). SLR understands and acknowledges that once the Project is under design, any revisions to the legal descriptions for the Project will potentially require a redesign of the Project. In the event SLR requests to revise the legal descriptions for the Property subsequent to CFX advertising for the design of the Project, SLR agrees to pay any and all Revisions Costs required to redesign the Project to account for the revisions to the legal descriptions of the Property. The foregoing terms and provisions shall expressly survive Closing.

14. **Maintenance.** Until Closing, SLR will maintain the Property substantially in the same condition it is currently in. SLR shall not offer to sell or donate the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the Property. With the exception of the Use Restriction and the Reserved Utility Easements, SLR shall not encumber or place any restrictions on the Property after the Effective Date of this Agreement. Without limiting anything contained herein, SLR shall not cause or allow any easements against the Property, or use the Property, to mitigate for impacts to wetlands and wildlife (such as gopher tortoises) from development performed on or off site.

15. **Acceptance AS-IS and Release.**

- a. Except as expressly set forth in this Agreement to the contrary, CFX is expressly acquiring the Property in its existing condition "AS-IS, WHERE-IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions, and defects, and, SLR has no obligation to identify or correct, or to compensate CFX for, any such existing facts, circumstances, conditions, or defects, including without implied limitations relating to or arising from historical use of a Cattle Dipping Vat. SLR has specifically bargained for the assumption by CFX of all responsibility thoroughly to investigate the Property and laws and regulations applicable to it, and all risk of adverse conditions. CFX is and will be relying strictly and solely upon its inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers. CFX assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property, and hereby releases and agrees to hold harmless SLR from, and disclaims any claims relating to, conditions on or facts or circumstances affecting, the Property that are not addressed in express warranties and representations of this Agreement. Except as expressly set forth in this Agreement to the contrary, SLR disclaims all warranties of any kind or nature whatsoever (including, without limitation, warranties of fitness for particular

purposes), whether expressed or implied including, without limitation, warranties with respect to the Property and to any Cattle Dipping Vat. Except as is expressly set forth in this Agreement to the contrary, CFX acknowledges that it is not relying on any representation of any kind or nature made by SLR any of the SLR's direct or indirect members, partners, shareholders, officers, directors, employees, or agents with respect to the Property or to any Cattle Dipping Vat, and that, in fact, except as expressly set forth in this Agreement to the contrary, no such representations were made.

- b. The Parties acknowledge and agree that CFX intends to obtain the Property for use in its limited-access expressway system. By execution of this Agreement, SLR acknowledges and agrees that as of the date of SLR's execution and delivery of the Deed, SLR shall thereby remise, release, acquit, satisfy, and forever discharge CFX, of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which SLR ever had, then has, or which any personal representative, successor, heir or assign of SLR, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with SLR's conveyance of the Property to CFX, including, without limitation, any claim for loss of access, air, light or view to SLR's remaining property, or other severance damages to SLR's remaining property, business damages, consequential damages, or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the Deed acknowledging SLR's agreement to the foregoing, in which event if there is any conflict between the terms of the covenant in the Deed and the terms of this Section, the terms of the covenant in the Deed shall control.

16. **Defaults.** In the event any Party 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 such Party, whether such failure occurs or becomes known before or after Closing, the non-defaulting Party, in its sole discretion, as its sole and exclusive remedies, shall be entitled either to enforce this Agreement by specific performance or to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect except matters expressly surviving in accordance with the terms of this Agreement. Notwithstanding the foregoing, SLR shall have the right to enforce CFX's express covenants in this Agreement to indemnify, defend, or hold harmless SLR; and CFX's liability arising from those covenants shall not be limited by the language of this Section that limits SLR's remedies. All such covenants shall continue in full force and effect and shall not be waived or limited by this Section. All such provisions and covenants to indemnify, defend, or hold harmless SLR, and this Section, shall survive the Closing or earlier termination of this Agreement. This provision shall survive a termination and a Closing.

17. **Limited Access.** SLR hereby agrees, acknowledges, and understands that the Project is anticipated to be a limited access right-of-way, and as such, CFX has the right, at Closing and any time thereafter, to record restrictions precluding access over the Property. SLR waives and disclaims any claim against CFX, in law or in equity, based upon, or related to, the restrictions precluding access over the Property from any real property owned or retained by SLR. In no event shall CFX be liable for any claims or damages based on restrictions precluding access over the Property, including, without limitation, any monetary, incidental,

special, exemplary, or consequential damages. Notwithstanding anything contained herein to the contrary, CFX may record the restrictions or otherwise establish the limited access lines in the Deed from SLR to CFX. The provisions of this Section shall survive the Closing. SLR has read and understands the provisions of this Section. This Section shall not impair the Reserved Utility Easements or SLR's rights under express easements granted by CFX over or affecting the Property.

18. **ISD Exemption.** The Parties acknowledge and agree that the Property lies within the boundaries of the Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida (the "ISD").

The ISD is an independent special district and community development district, respectively, established pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of planning, designing, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including water management systems, transportation and roadway improvements, landscaping, drainage facilities, potable water and sanitary sewer facilities, wetland mitigation, recreation and other infrastructure improvements lying within or outside the boundaries of the ISD, with the right to levy assessments in accordance with Sections 190.021 and 190.022, Florida Statutes (whether collected by Osceola County or Orange County, whichever is applicable, as part of its tax rolls or by the ISD directly). Prior to Closing, SLR (or the current record owner of the Property, if SLR is not the record owner) and SLR's (or such record owner's) cost and expense, cause the ISD to adopt an amendment to the ISD's assessment methodology or to issue an estoppel certificate, whichever is applicable, to reflect that the Property shall be exempt from the payment of assessments so long as the real property is primarily used for the right-of-way purposes prescribed in the Deed.

19. **Notices.** All notices, elections and other communications permitted or required in this Agreement shall be in writing and deemed given when delivered personally, when sent via facsimile or e-mail, when deposited with a nationally-recognized overnight courier keeping receipts of delivery, service prepaid or billed to sender, or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 Orl Tower Road
Orlando, Florida 32807
Attn: Laura Kelley, Executive Director
Telephone: (407) 690-5381
Email: Laura.Kelley@cfxway.com

SLR: SUBURBAN LAND RESERVE, INC.
51 South Main Street, Suite 301
Salt Lake City, Utah 84111
Attn: David Cannon
Telephone: (801) 321-7569
Email: djc@slreserve.com

With Copy To:

KIRTON MCCONKIE
50 East South Temple
Suite 400
Salt Lake City, UT 84111
Attn: Eric Robinson, Esq.
Telephone: (801) 323-5913
Email: erobinson@kmclaw.com

With Copy To:

BURR & FORMAN LLP
200 S. Orange Avenue, Suite 800
Orlando, Florida 32801
Attn: James R. Pratt, Esq.
Telephone: (407) 540-6655
Email: jpratt@burr.com

20. **General Provisions.** No failure of any 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 all Parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. The headings inserted at the beginning of each Section of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each Section. The Parties do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties agree that venue for any legal action authorized hereunder shall be in the courts of Orange County, Florida.
21. **Survival of Provisions.** All covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.
22. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, applicable Laws. 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.

23. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing Party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, and costs of collection, whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal.
24. **Radon Gas.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
25. **Counterparts.** This Agreement may be executed in multiple counterparts. The signature of any party to a counterpart shall be deemed to be the signature to, and may be appended to, any other counterpart. A party shall be bound by this Agreement by executing a counterpart hereof, then transmitting the executed counterpart to the other parties via email in .pdf or similar format. Electronic (*e.g.*, pdf or DocuSign) signatures shall be effective for binding Seller and Buyer to this Agreement.
26. **Recording.** CFX agrees that it will not record, or permit to be recorded, this Agreement or any memorandum hereof; violation of this covenant by CFX shall constitute a default, and at SLR's option, this Agreement shall become null and void and all of the rights of CFX hereunder shall terminate.
27. **Further Assurances.** SLR and CFX will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate and reasonably requested by the other to carry out the intent and purposes of this Agreement.
28. **Effective Date.** When used herein, the term "**Effective Date**" or the phrase "the date hereof" or "the date of this Agreement" shall mean the latter of the following dates: (a) the date SLR signs this Agreement; or (b) the date CFX signs this Agreement.
29. **Indemnifications Regarding Brokers, Finders, Etc.** SLR represents and warrants to CFX, and CFX likewise represents and warrants to SLR, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the conveyance of the Property or any interest therein, and subject to the limits and limitations set forth in Section 768.28, Florida Statutes, each Party hereto agree to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in defending against any claims arising from or pertaining to any other brokerage commission, fees, costs, or other expenses which may be claimed by any broker, sales person or entity arising out of any actions of CFX (as to the indemnity obligations of CFX) or arising out of any actions of SLR (as to the indemnity obligations of SLR).

30. **Waiver of Jury Trial.** SLR AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

31. **Schedules and Exhibits.** The following Schedules and Exhibits referenced elsewhere in this Agreement are attached hereto and incorporated by reference:

<u>Exhibit A</u>	Property; and
<u>Exhibit B</u>	SLR's Materials
<u>Exhibit C</u>	Depiction of Project (including interchange)
<u>Exhibit D</u>	Power Easement

[Signatures on following page.]

[signature page of Right-of-Way Acquisition Agreement]


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the Effective Date.

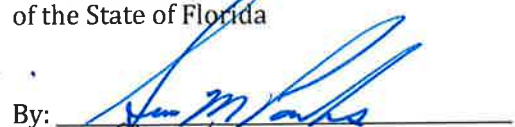
WITNESSES:

AUTHORITY

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

Signature: 
Print name: Mimi Lamante

Signature: 
Print name: ANGELA MEZA

By: 
Title: Chairman

Date: February 9, 2023

APPROVED AS TO FORM FOR EXECUTION BY A SIGNATORY OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Legal Counsel:

By: 
Date: 2/8/2023

[signature page of Right-of-Way Acquisition Agreement]

WITNESSES:

Signature: 
Print name: Nick Anderson

Signature: 
Print name: Marilyn Nielson

SLR

SUBURBAN LAND RESERVE, INC., a Utah corporation

By: 
David Cannon
President

Date: 09-Feb-2023

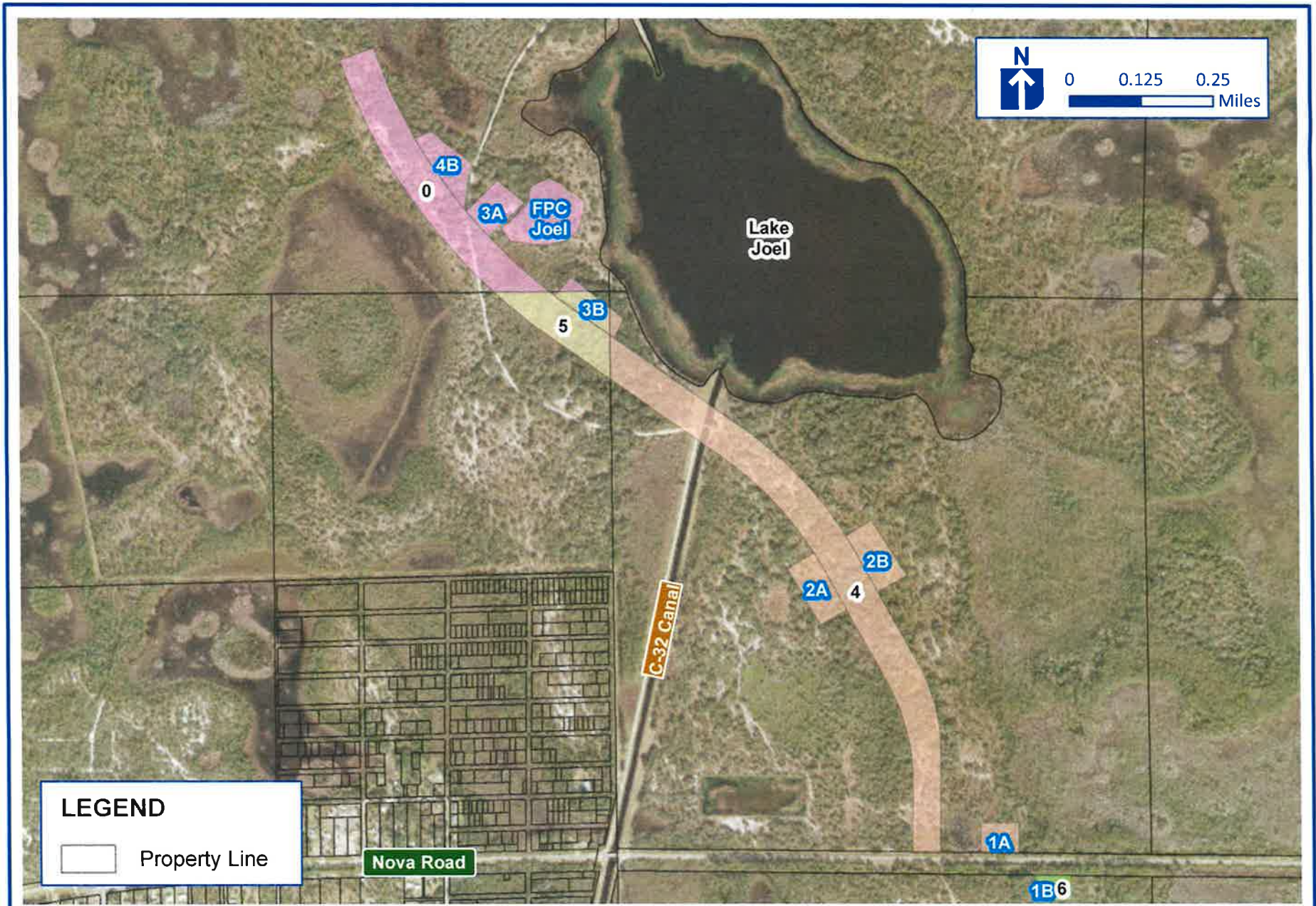
EXHIBIT "A"

Northeast Connector - Right-of-Way Requirements

FID	County	Parcel ID	Parcel Use Description	Owner Name	Address	City	Zip	Total Acres	Status	Acres Impacted
2	OSCEOLA	122531000000100000	GRAZING LAND SOIL CAPABILITY CLASS I	CENTRAL FLORIDA PROPERTY HOLDI		SAINT CLOUD	34771	459.07	Roadway	8.78
									Pond 7B	3.39
									Total	12.17
1	OSCEOLA	132531000000150000	GRAZING LAND SOIL CAPABILITY CLASS I	CENTRAL FLORIDA PROPERTY HOLDI	NOVA RD	SAINT CLOUD	34771	155.81	Roadway	40.33
									Pond 7A	3.27
									Pond FPC Bullock	0.20
Total	43.81									
3	OSCEOLA	132531000000100000	GRAZING LAND SOIL CAPABILITY CLASS I	CENTRAL FLORIDA PROPERTY HOLDI	6899 NOVA RD	SAINT CLOUD	34771	226.54	Roadway	39.34
									Pond 6B	4.16
									Pond FPC Bullock	23.13
Total	66.62									
0	OSCEOLA	242531000000100000	GRAZING LAND SOIL CAPABILITY CLASS I	FARMLAND RESERVE INC		SAINT CLOUD	34771	682.23	Roadway	46.84
									Pond 3A	3.13
									Pond 3B	0.42
									Pond 4B	3.71
									Pond 4A	5.88
									Pond 5B	4.53
									Pond FPC Joel	7.04
									Pond FPC Bullock	1.78
Total	73.32									
5	OSCEOLA	252531000000100000	GRAZING LAND SOIL CAPABILITY CLASS I	FARMLAND RESERVE INC		SAINT CLOUD	34771	187.36	Roadway	7.66
									Pond 3B	2.18
									Total	9.84
4	OSCEOLA	302532000000100000	GRAZING LAND SOIL CAPABILITY CLASS I	FARMLAND RESERVE INC		SAINT CLOUD	34771	511.83	Roadway	41.65
									Pond 1A	2.17
									Pond 2A	3.92
									Pond 2B	3.91
									Pond 3B	0.48
Total	52.13									
6	OSCEOLA	312532000000100000	GRAZING LAND SOIL CAPABILITY CLASS I	FARMLAND RESERVE INC	NOVA RD NOVA RD	SAINT CLOUD SAINT CLOUD	34771 34771	54.46	Pond 1B	1.73

Total Acres 259.63





[Exhibit B of Right-of-Way Acquisition Agreement]

Exhibit B

SLR's Materials

- 1- Phase 1 environmental report dated 2018 (specific to Concept Plan Phase 1)
- 2- Ecological Constraints Report by Breedlove Dennis & Associates, Inc. May, 7, 2018
- 3- Habitat Management Plan November 3, 2017
- 4- Wetlands:
 - a. Conservation Area Impact Permit - # XXX, Issued XXXX, Expires XXXX
 - b. SFWMD Conceptual Permit - # XXXX, Issued XXXX, Expires XXXX
 - c. ACOE Individual Permit - # XXXXX
- 5- Entitlements:
 - a. Conceptual Master Plan
 - b. Northeast District Element
 - c. Concept Plan Phase 1
 - d. Concept Plan Phase 2
 - e. Sunbridge PD Regulating Plan

Exhibit C (page 1)

Depiction of Project (including interchange)

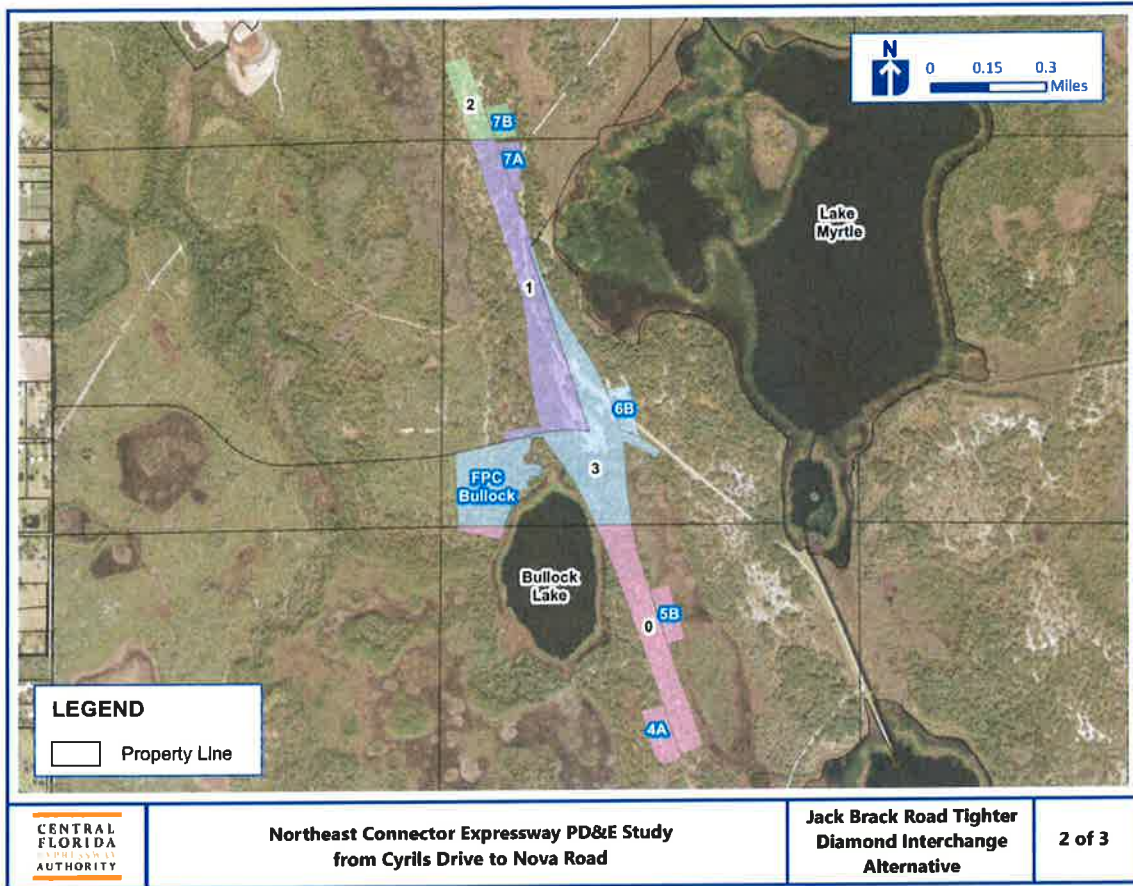


Exhibit C (page 2)

Depiction of Project (including interchange)



[Exhibit D of Right-of-Way Acquisition Agreement]

Exhibit D

Power Easement

