AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
August 8, 2024
9:00 a.m.

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

#### A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

#### **B. PUBLIC COMMENT**

Pursuant to Section 286.0114, Florida Statutes and CFX Rule 1-1.011, the Board provides for an opportunity for public comment at the beginning of each regular meeting. The Public may address the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the matter is on the Board'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 Board members in advance of the meeting.

- C. APPROVAL OF JUNE 13, 2024 BOARD MEETING MINUTES (action item)
- D. APPROVAL OF CONSENT AGENDA (action item)

#### E. REPORTS

- 1. Chairman's Report
- 2. Treasurer's Report
- 3. Executive Director's Report

#### F. REGULAR AGENDA ITEMS

- 1. REAPPOINTMENT OF CHRISTOPHER MURVIN TO THE CFX RIGHT OF WAY COMMITTEE BY BOARD MEMBER RICK PULLUM Chairman Brandon Arrington (action item)
- 2. **STRATEGIC PLAN** Racquel Asa, Senior Director of External Affairs and Will Hawthorne, Director of Transportation Planning and Policy (action item)

(CONTINUED ON NEXT PAGE)

- 3. **INTELLIGENT TRANSPORTATION SYSTEMS (ITS) -** *Bryan Homayouni, Director of Intelligent Transportation Systems* (info item)
- G. BOARD MEMBER COMMENT
- H. 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 Malaya.Bryan@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.

## C.

# APPROVAL OF BOARD MEETING MINUTES

#### MINUTES BOARD MEETING June 13, 2024

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

#### A. CALL TO ORDER

The meeting was called to order at approximately 9:03 a.m. by Chairman Arrington.

#### **Board Members Present:**

Commissioner Brandon Arrington, Osceola County (Chairman)
Christopher "C.J." Maier, Gubernatorial Appointment (Vice Chairman)
Mayor Buddy Dyer, City of Orlando (Treasurer)
Mayor Jerry Demings, Orange County
Commissioner Andria Herr, Seminole County
Commissioner Christine Moore, Orange County
Commissioner Sean Parks, Lake County
Rick Pullum, Gubernatorial Appointment

#### **Board Members Not Present:**

Rafael "Ralph" Martinez, Gubernatorial Appointment Commissioner Tom Goodson, Brevard County

#### Staff Present at Dais:

Michelle Maikisch, Executive Director
Angela Wallace, General Counsel
Mimi Lamaute, Manager of Executive and Board Services/Board Recording Secretary

#### Non-Voting Advisor Not Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

#### **B. PUBLIC COMMENT**

- Public Comments (In-Person): There were no public comments.
- Public Comment (Written): There were no written public comments.

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



#### C. APPROVAL OF MAY 9, 2024 BOARD MEETING MINUTES

A motion was made by Commissioner Parks and seconded by Mr. Maier to approve the May 9, 2024 Board Meeting Minutes as presented. The motion carried unanimously with all seven (7) Board Members in attendance voting AYE by voice vote. Three (3) Board Members, Mayor Demings, Mr. Martinez and Commissioner Goodson were not in attendance.

#### D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

#### **CONSTRUCTION**

1. Approval of Construction Contract Modifications on the following projects:

Project 408-167	Chinchor Electric, Inc.	(\$ 197,679.10)
Project 417-141	Hubbard Construction Company	\$ 235,210.69
Project 417-142	Prince Contracting, LLC	\$ 57,667.57
Project 417-149	Sacyr Construction SA, Inc.	\$ 30,884.06
Project 429-154	The Middlesex Corporation	\$ 150,781.57
Project 599-416C & 599-421B	Gomez Construction Co.	\$ 55,936.65
Project 599-426A	Chinchor Electric, Inc.	\$ 22,714.76
Project 599-645	United Signs & Signals, Inc.	(\$ 328,934.55)

- Approval of Payment to Hubbard Construction Company for a Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: \$109,398.99)
- 3. Approval of Payment to Sacyr Construccion SA, Inc. and Skyline Steel, LLC for Material Price Index Adjustments for SR 417 Widening from Narcoossee Road to SR 528, Project No. 417-150 (Agreement Value: \$345,097.98 and \$13,516.69)
- Approval of Supplemental Agreement No. 1 with Kisinger Campo & Associates, Corporation for Construction Engineering & Inspection (CEI) Services for SR 417 Widening Narcoosee Road to SR 528, Project No. 417-150, Contract No. 001637 (Agreement Value: \$1,000,000.00)

#### **ENGINEERING**

- Approval of Supplemental Agreement No. 4 with BCC Engineering, LLC for Design Consultant Services for SR 516 Lake/Orange Expressway from West of Cook Road to Lake/Orange County Line – Segment 2, Project No. 516-237, Contract No. 001686 (Agreement Value: \$9,881,770.81)
- Approval of Supplemental Agreement No. 2 with HNTB Corporation for Design Consultant Services for SR 534 Laureate Blvd. to East of Jim Branch Creek – Segment 2, Project No. 534-242, Contract No. 001951 (Agreement Value: \$1,000,000.00)

- 7. Approval of Final Ranking and Authorization for Negotiations for Design Consultant Services for SR 534/SR 417 Ramp Realignment Segment 1A, Project No. 534-240, Contract No. 002097
- 8. Approval of Schwartz, Maylone and Associates, LLC as a Subconsultant to Dewberry Engineers Inc. for General Engineering Consultant Services, Contract No. 001145
- Approval of Bio-Tech Consulting, LLC as a Subconsultant to Avant Engineering Group, LLC for Miscellaneous Design Consultant Services, Contract No. 001835

#### FINANCE

- Approval of Underwood Sloan and Associates LLC and Canopy Management Consulting Group LLC as Subconsultants to KPMG LLC for Information Technology Consultant Services, Contract No. 001798
- 11. Approval of Amendment No. 2 to Wells Fargo Bank, N.A. for Banking Services, Contract No. 001496 (Agreement Value: \$3,200,000.00)
- 12. Approval of Piggyback Agreement with Nelson Mullins Riley & Scarborough LLP for Bond Counsel Services, Contract No. 002116 (Agreement Value: \$300,000.00)

#### <u>LEGAL</u>

- 13. Approval of Supplemental Agreement No. 2 with Pinel & Carpenter, Inc. for Appraisal Services, Contract No. 001790 (Agreement Value: \$250,000.00)
- Approval of the Amended and Restated Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System: SR 516 Lake/Orange Expressway, Project Nos: 516-236/516-237
- 15. Approval of the Reimbursement for Utility Relocation Agreement between CFX and Central Florida Pipeline, LLC, Poinciana Parkway Extension, Project No. 538-235 (Agreement Value: \*\$5,235,652.00)
- Approval of the Sale of CFX Surplus Real Estate Parcel Nos. 62-161, Part A, Portion 1 (Tract D), 62-161, Part B, Portion 2 (Tract C), 62-161 Part A, Portion 2, and 62-161 Part B, Portion 3 to Konover Acquisitions Corporation (Agreement Value: \$730,790.00)
- 17. Approval of the Right-of-Way and Mitigation Credit Purchase Agreement between CFX and TCP II Reedy Creek, LLC (TCP) for Poinciana Parkway Extension, Project No. 538-235 (Agreement Value: \$17,750,000.00)
- 18. Approval of the Utility Relocation Agreement between CFX and Florida Southeast Connection, LLC for Poinciana Parkway Extension, Project No. 538-235 (Agreement Value: \$14,000,000.00)

#### **MAINTENANCE**

 Approval of La Roka Company, Inc. as a Subcontractor to Arazoza Brothers Corporation for Landscape Maintenance Services for SR 408, SR 417, CFX Headquarters Building and E-PASS Service Center, Contract No. 002089

#### TECHNOLOGY/TOLL OPERATIONS

- 20. Approval of Supplemental Agreement No. 1 with Law Enforcement Systems, LLC for Out of State Division of Motor Vehicles (DMV) Lookups, Contract No. 001410 (Agreement Value: \$495,671.00)
- 21. Approval of Purchase Order to SHI International Corp. for Microsoft Dynamics and Power BI Licenses (Agreement Value: \$1,818,308.55)
- 22. Approval of W.D. Wright Contracting, Inc. as a Subcontractor to TransCore, LP for the Toll System Upgrade, Contract No. 001021

#### TRAFFIC OPERATIONS

23. Approval of Contract Award to Chinchor Electric, Inc. for Wrong Way Driving Countermeasures – Phase D, Project No. 599-526D, Contract No. 002101 (Agreement Value: \$10,544,371.79)

A motion was made by Mayor Dyer and seconded by Commissioner Herr to approve the Consent Agenda as presented. The motion carried unanimously with all seven (7) Board Members in attendance voting AYE by voice vote. Three (3) Board Members, Mayor Demings, Mr. Martinez and Commissioner Goodson were not in attendance.

Mayor Demings arrived at this time 9:05 a.m.

#### E. REPORTS

#### 1. CHAIRMAN'S REPORT

- Chairman Arrington stated that the hurricane season started June 1st. Everyone should be prepared as they are predicting 20 – 25 named storms this year.
- He reminded everyone that Florida's Disaster Preparedness Sales Tax Holiday ends tomorrow, Friday, June 14th. Now is the time to get prepared and make sure you have a disaster plan in place.
- CFX will be supporting and partnering with the International Bridge, Tunnel & Turnpike
   Association ("IBTTA"), for its first ever global safety campaign titled "Be Safe Together" from

June 24<sup>th</sup> to June 28<sup>th</sup>. During that week, CFX will work with local media to highlight some of CFX's unique safety programs and initiatives, such as the Flex Lanes and Wrong Way Driving Detection programs. CFX's annual safety campaign will also launch during this week to once again focus on driver behavior change. CFX's annual safety campaign started back in 2018 and has grown continually over the years. He thanked Commissioner Herr for encouraging CFX more than 7 years ago to implement CFX's safety – driver behavior change initiative.

 He encouraged everyone to share and like the posts on CFX's social media to assist in highlighting all of CFX's safety initiatives.

#### 2. TREASURER'S REPORT

Mayor Dyer reported that as of the end of April 2024, CFX's toll revenue was \$588,000.000 fiscal year-to-date, which is right at projections.

Total Operations, Maintenance and Administrative expenses were \$92,000,000, which is 9% under budget.

After debt service, the total net revenue available for projects was \$345,000,000.

#### 3. EXECUTIVE DIRECTOR'S REPORT

The Executive Director's Report in written form was previously distributed.

In addition, Ms. Maikisch highlighted the following:

- Ms. Maikisch said that on Tuesday, May 21st, CFX, in partnership with Orange County, held its first small or minority owned businesses forum, titled "Learn How to Do Business with Us". More than 50 participates learned to how to collaborate with CFX, received information on upcoming project scopes and connected with the dedicated business opportunities department specializing in supporting Disadvantaged/Minority/Women Owned Business Enterprises and Small Sustainable Business Enterprises. A very special thank you to Mayor Demings and his team for bringing this initiative forward to CFX.
- She announced that on Thursday, July 11th CFX will hold its semiannual Industry Forum virtually and in person, at CFX Headquarters. The forum has been a collaborative effort between CFX and ACEC Florida for the past several years. It is attended by consultants and contractors interested in CFX Work Plan projects that will be advertised during the upcoming 6-9 months. Registration for this event is on the ACEC Florida website.
- On the agenda today, during the maintenance update, you will hear about two innovation initiatives CFX has implemented for efficiency and safety. CFX's DNA is to look for innovative opportunities where it can make a positive impact in the industry and the community. What you will learn is that technology is playing a pivotal role in all aspects of business including providing solutions in the maintenance discipline.

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#### F. REGULAR AGENDA ITEMS

## 1. RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS NECESSARY FOR THE SR 538 POINCIANA PARKWAY EXTENSION PROJECT

Ms. Angela J. Wallace, General Counsel, introduced Mr. Richard Milian with Nelson Mullins Riley & Scarborough, LLP. She stated that on May 15, 2024 the CFX Right of Way Committee recommended approval of the Resolution declaring property as necessary for the SR 538 Poinciana Parkway Extension Project. Since the May Right of Way Committee Meeting, four (4) of the legal descriptions have been revised and have been included in the agenda package distributed to the board members, but there have been no changes to the sizes of the taking necessary for the project.

Mr. Richard Milian detailed the description, background and phases of the project. He stated there are 129 parcels that need to be acquired and described the PD&E Study process for this project.

A motion was made by Mayor Demings and seconded by Mayor Dyer for approval of the Resolution Declaring Property as Necessary for Acquisition for SR 538 Poinciana Parkway Extension, Segments 538-234, 538-235 and 538-235A. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. Two (2) Board Members, Mr. Martinez and Commissioner Goodson were not in attendance.

## 2. APPOINTMENT OF KATIE FITZPATRICK TO A CFX COMMITTEE BY BOARD MEMBER RICK PULLUM

A motion was made by Mr. Pullum and seconded by Mr. Maier for approval of the appointment of Katie Fitzpatrick to the Finance Committee. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. Two (2) Board Members, Mr. Martinez and Commissioner Goodson were not in attendance.

## 3. THIRTY-FIRST SUPPLEMENTAL REVENUE BOND RESOLUTION AUTHORIZING THE ISSUANCE OF SENIOR LIEN REVENUE BONDS SERIES 2024A AND 2024B

Ms. Lisa Lumbard, Chief Financial Officer is seeking approval to issue CFX 2024A and 2024B Senior Lien Revenue Bonds. After CFX makes principal payments on July 1st, CFX will have a little under \$2.9 billion in outstanding debt.

CFX will issue two series of bonds via negotiated sale for a not-to-exceed amount of \$525 million. The team consists of PFM as Financial Advisor, Nelson Mullins as Bond Counsel, Nabors Giblin as Disclosure Counsel, JP Morgan will be the head underwriter, and all the banks in the underwriting pool will be used to help sell the bonds.

The 2024A series will be new tax-exempt bonds to support the work plan, and then a cash optimization will be done for the 2024B Bonds. CFX will take cash on hand, which is expected to be between \$250 and \$300 million, and pay off or defease portions of the existing 2016A and B Bonds. CFX at a later date, will issue new tax-exempt bonds to replace the cash used for the defeasance. A net present value savings of between 7% to 9% or between \$20 to \$25 million is anticipated.

Ms. Lumbard stated that the resolution she is requesting approval for sets parameters for the issuance of the bonds and names the Chairman, the Secretary, the Executive Director, and the Chief Financial Officer as authorized officers to sign the documents. There has been an amendment to the Resolution since its distribution and is attached hereto as **Exhibit "A."** The only change is adding a paragraph regarding the defeasance of the 2016A and B Bonds and authorizing execution and delivery of the documents necessary to accomplish the defeasance.

Ms. Lumbard confirmed that this item was presented to the Finance Committee on April 2<sup>nd</sup> and they recommended going forward and bringing to the Board for approval. S&P and Moody's will visit CFX on July 9th. CFX will then defease portions of the 2016A and B Bonds on July 15th, price and sell the 2024A and B Bonds on July 30th, and then close on the transaction on August 14th.

A motion was made by Mayor Demings and seconded by Mr. Pullum for approval of the Thirty-First Supplemental Revenue Bond Resolution, authorizing the issuance of Senior Lien Revenue Bonds 2024A and 2024B and approving the forms of certain documents and agreements related to the bonds. In addition, approval of the Resolution for the Cash Defeasance of portions of the 2016A and 2016B Bonds. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. Two (2) Board Members, Mr. Martinez and Commissioner Goodson were not in attendance.

#### 4. MAINTENANCE UPDATE

Mr. Don Budnovich, Director of Maintenance, described CFX's infrastructure and provided an update on CFX's maintenance program, which includes roadway and bridge asset maintenance, landscape maintenance, facilities maintenance and other maintenance items such as traffic signals, the Road Ranger Program, bridge structure inspections, sign structure inspections and right of way permit inspections. Mr. Budnovich detailed the two new innovation initiatives CFX has implemented for efficiency and safety, which consist of the impact detection sensors and Route Reports.

The Board members asked questions which were answered by Mr. Budnovich.

(This item was presented for information only. No action was taken by the Board.)

#### G. BOARD MEMBER COMMENT

There were no Board Member Comments.

#### H. ADJOURNMENT

Chairman Arrington adjourned the Board Meeting at approximately 9:36 a.m.

Commissioner Brandon Arrington Chairman Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_\_, 2024.

Pursuant to the Florida Public Records Law and the CFX Records & Information Management Program Policy, audiotapes of all Board and applicable Committee meetings are maintained and available upon request to the Custodian of Public Records at (407) 690-5326, <a href="mailto:PublicRecords@CFXway.com">PublicRecords@CFXway.com</a>, or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, <a href="mailto:www.CFXway.com">www.CFXway.com</a>.

successor to the Trustee without the execution or filing of any paper or performance of any further act.

## ARTICLE X MISCELLANEOUS

SECTION 10.01. <u>Authorizations</u>; <u>Defeasance of Bonds</u>. The Chairman of CFX is hereby authorized to countersign the Series 2024 Bonds by his manual or facsimile signature in the manner provided herein. The Chairman, Vice-Chairman, Secretary, Executive Director, Chief Financial Officer or other Authorized Officer, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute such other documents, certificates, instruments, contracts, and agreements whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chairman, the Secretary, the Executive Director and the Chief Financial Officer of CFX are hereby designated as the primary officers of CFX charged with the responsibility of issuing the Series 2024 Bonds. In the absence or unavailability of the Chairman, the Vice-Chairman is hereby authorized to act in his place.

In addition, such officers are hereby separately authorized to undertake the escrow defeasance of all or a portion of certain maturities of CFX's Series 2016A Bonds and Series 2016B Bonds from legally available funds of CFX, and in connection therewith, are hereby authorized to execute and deliver such documents, certificates, notices and agreements, including, without limitation, one or more escrow deposit agreements (provided, that such agreements shall be in substantially the same form as previous escrow deposit agreements entered into by CFX for such purposes), retain and compensate such professionals (including without limitation, the Financial Advisor, Bond Counsel, escrow agent and verification agent) and obtain such reports, analysis and opinions as shall be necessary in connection with such defeasance. In undertaking such defeasance, such officers may rely upon the advice of the Financial Advisor, which advice shall be based upon a determination of what is reasonably anticipated to be the most cost effective and/or beneficial to CFX given the then current market conditions for the defeasance of such Series 2016A and 2016B Bonds.

SECTION 10.02. <u>Parties Interested Herein</u>. Nothing in this Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than CFX, the Trustee, the Paying Agent, and the registered owners of the Series 2024 Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution, by and on behalf of CFX shall be for the sole and exclusive benefit of CFX, the Trustee, the Paying Agent and the registered owners of the Series 2024 Bonds.

SECTION 10.03. Controlling Law; Members of Authority not Liable. All covenants, stipulations, obligations and agreements of CFX contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of CFX to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant,

# **D.**Consent Agenda

#### CONSENT AGENDA August 8, 2024

#### **CONSTRUCTION**

1. Approval of Construction Contract Modifications on the following projects:

Project 417-141	Hubbard Construction Company	\$ 342,612.85
Project 417-149	Sacyr Construccion SA, Inc.	\$ 122,440.62
Project 429-154	The Middlesex Corporation	\$ 374,756.58

- 2. Approval of Payment to Prince Contracting, LLC for a Material Price Index Adjustment for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project No. 417-142 (Agreement Value: \$174,715.43)
- 3. Approval of Second Contract Renewal with PI Consulting, LLC for Systemwide Construction, Engineering and Inspection Services, Contract No. 001694 (Agreement Value: \$750,000.00)

#### **ENGINEERING**

- 4. Approval of BCC Engineering, LLC as a Subconsultant to Dewberry Engineers Inc. for General Engineering Consultant Services, Contract No. 001145
- 5. Approval of Contract Award to Transportation Systems Inc. for CFX Headquarters Lighting Retro-Commissioning, Project No. 408-428, Contract No. 002108 (Agreement Value: \$684,310.00)
- 6. Approval of Contract Award to Chinchor Electric, Inc. for Systemwide All Electronic Tolling Signing & Pavement Markings, Project No. 599-669, Contract No. 002105 (Agreement Value: \$5,432,100.00)

#### **INTERNAL AUDIT**

- 7. Acceptance of Internal Audit Reports:
  - a. Fiscal 2024 Microsoft Cloud Security Review
  - b. Fiscal 2025 Internal Audit Plan and Risk Assessment

#### **LEGAL**

- 8. Approval of Utility Relocation Agreement between CFX and AT&T Enterprises Florida, LLC, Project No. 516-236 (Agreement Value: \$389,010.00)
- 9. Approval of Utility Relocation Agreement between CFX and Duke Energy Florida, LLC, Project No. 516-236 (Agreement Value: \$8,712,000.00)
- Approval of the Amended and Restated Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for Expressway System, Project: SR 538 Poinciana Parkway Extension: Project Numbers 538-234, 538-235, and 538-235A

#### **MAINTENANCE**

 Approval of KMG Fence, LLC, Total Pressure Cleaning Servies and Velocity Civil Construction as Subcontractors to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services, Contract No. 002062

#### **PROCUREMENT**

12. Approval of Revised Procurement Policy and Resolution

#### **TECHNOLOGY/TOLL OPERATIONS**

- 13. Approval of Purchase Order to Converge Technology Solutions US, LLC for Managed Infrastructure Services (Agreement Value: \$185,658.40)
- 14. Approval of Maintenance Agreement with AT&T for Dedicated Internet and Bandwidth Services (Agreement Value: \$95,755.68)
- 15. Approval of Interlocal Agreement Between CFX and the Seminole County Tax Collector to Distribute E-PASS Sticker Tags

#### **TRAFFIC OPERATIONS**

- 16. Approval of Contract Award to Michael Baker International, Inc. for Professional Engineering Consultant Services for Systemwide Sustainability Study Update, Project No. 599-438, Contract No. 002075 (Agreement Value: \$375,000.00)
- 17. Approval of Purchase Order to One Network USA, Inc. for Lane Closure Notification System, Project No. 599-436 (Agreement Value: \$99,000.00)

The following items are for information only:

- A. The following is a list of advertisement(s) from: June 16, 2024 to August 4, 2024
  - 1. Construction Management Consultant Services
  - 2. Landscape Maintenance Services: SR 414, SR 429, SR 451, SR 453 and SR 528
  - 3. Miscellaneous Landscape Design Consultant Services
  - 4. Visitor Toll Pass Application Integration
  - 5. 599-669 Systemwide All Electronic Tolling (AET) Signing and Pavement Markings

The following items are for information only and are <u>subject to change</u>:

- B. The following is a list of anticipated advertisements (3-4 month look ahead)
  - 1. 414-781: SR 414 Concrete Coatings Construction
  - 2. 417-833: SR 417 Widening Landscape Installation, Econlockhatchee Trail to Seminole County Line
  - 3. 528-769: SR 528 Miscellaneous Resurfacings Construction
  - 4. 534-244: SR 534 Narcoossee Road to Sunbridge Parkway Segments 4 & 5 Design

- 5. 599-426: Systemwide Generator Replacements Construction
- 6. 599-575: Intelligent Transportation Systems (ITS) Closed Circuit Television (CCTV) Replacement
- 7. 599-770: SR 417 & SR 408 Concrete Coatings Construction
- 8. 599-773: Systemwide Steel Bridge Coatings Construction
- 9. 599-774: Systemwide Butterfly Truss Coatings Construction
- 10. 800-904: Goldenrod Road (SR 551) Resurfacing Construction
- 11. Mowing and Landscape Maintenance Services for Poinciana Parkway
- 12. Pressure Washing of Bridges: SR 414, SR 429, SR 451 and SR 453
- 13. Systemwide Material Testing and Geotechnical Services

## CONSENT AGENDA ITEM #1

#### **MEMORANDUM**

TO: **CFX Board Members** 

FROM:

Jack Burch, P.E.
Director of Construction

DATE: July 18, 2024

SUBJECT: **Construction Contract Modifications** 

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information is attached.

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) August 2024	Total Amount (\$) to Date*	Time Increase or Decrease
417-141	Hubbard Construction Company	SR 417 Widening from International Drive to John Young Parkway	\$ 81,671,607.60	\$ 4,751,031.61	\$ 342,612.85	\$ 86,765,252.06	0
417-149	Sacyr Construccion SA, Inc.	SR 417 Widening from Landstar Blvd. to Boggy Creek Rd.	\$ 77,876,338.00	\$ 1,677,017.32	\$ 122,440.62	\$ 79,675,795.94	0
429-154	The Middlesex Corporation	SR 429 Widening From Tilden Road to Florida's Turnpike	\$ 97,659,429.92	\$ 1,731,529.98	\$ 374,756.58	\$ 99,765,716.48	0

TOTAL 839,810.05

Reviewed By:

Glenn M. Pressimone, P.E., Chief of Infrastructure

<sup>\*</sup> Includes requested amount for this current month. Total to date does not include costs for material escalations or project incentives-disincentives.

Project 417-141: SR 417 Widening from International Drive to John Young Parkway

**Hubbard Construction Company** 

SA No.: 417-141-0824-09

#### Repair Damage from Vehicle Accident

Repair damage to completed asphalt pavement, median barrier wall, and lighting on northbound SR 417 as a result of a vehicle accident.

#### ADD THE FOLLOWING ITEMS:

Repair Damage from Vehicle Accident

\$ 63,576.99

New landscaping and irrigation provided on Hunters Vista Blvd. and Town Loop Blvd. under SR 417 to restore and enhance the existing Hunters Creek Community Association landscaping that was affected by the SR 417 bridge widenings.

#### ADD THE FOLLOWING ITEMS:

Landscaping Hunters Vista Blvd. and Town Loop Blvd. at SR 417

\$ 187,229.54

#### Replace Permanent Crash Cushion SB 417 John Young Mainline Toll Plaza

The existing permanent crash cushion at the John Young Mainline Toll Plaza southbound SR 417 cash lanes was damaged due to a vehicle accident. It was necessary to replace the existing crash cushion due to the damage.

#### ADD THE FOLLOWING ITEMS:

Replace Crash Cushion SB 417 John Young Mainline Toll Plaza Cash Lane

\$ 31,119.30

#### Fence and Gates along Access Road through CFX Right of Way

Fencing and double swing gates were added along the access road passing under SR 417 and atop the vehicular tunnels for the access road under SR 417 to secure the CFX right of way.

#### ADD THE FOLLOWING ITEMS:

Additional Fence and Gates at Access Road

\$ 60,687.02

#### **TOTAL AMOUNT FOR PROJECT 417-141**

\$ 342,612.85

## Project 417-149: SR 417 Widening from Landstar Blvd. to Boggy Creek Rd. Sacyr Construccion SA, Inc. SA 417-149-0824-09

#### Fuel Price Index Adjustments

The Contract contains provisions for fuel price index adjustments. Adjustments were made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the Contract specifications, the Engineer has calculated this adjustment for the period of March 2024 - May 2024. During this period of time \$4,032,292.65 of construction was performed/produced.

#### ADD THE FOLLOWING ITEMS:

Fuel Price Index Adjustments: March 2024 to May 2024 \$ 25,455.04

#### **Bituminous Adjustments**

The Contract contains provisions for asphalt price index adjustments. Adjustments were made only if the current month asphalt price is greater or less than 5% of the bid/base asphalt price. In accordance with the Contract specifications, the Engineer has calculated this adjustment for the period of March 2024 - May 2024.

#### ADD THE FOLLOWING ITEMS:

Bituminous Price Index Adjustments: March 2024 to May 2024 \$ 93,905.58

#### Adjustments to Final Quantities for Completed Contract Items

Adjust quantities for completed pay items in the Contract to reflect the actual field measured quantities installed throughout the project.

TOTAL AMOUNT FOR PROJECT 417-149	<u>\$</u>	122,440.62
SUBTOTAL THIS CHANGE	\$	3,080.00
DECREASE THE FOLLOWING ITEMS: 24" Reinforced Concrete Pipe (RCP)	\$	(1,920.00)
INCREASE THE FOLLOWING ITEMS:  18" Reinforced Concrete Pipe (RCP)  42" Reinforced Concrete Pipe (RCP)  48" Reinforced Concrete Pipe (RCP)	\$ \$ \$ \$	1,560.00 1,560.00 1,880.00 5,000.00

#### Project 429-154: SR 429 Widening from Tilden Road to Florida's Turnpike

The Middlesex Corporation

SA 429-154-0824-06

#### Relocate Existing Lighting

Relocate existing roadway lighting along the southbound SR-429 off-ramp to Stoneybrook West Parkway (South) which is in conflict with proposed retaining wall RW-4 and the new drainage system.

#### ADD THE FOLLOWING ITEM:

Relocate Existing Lighting

\$ 47,839.68

#### Modify Shoulder Gutter Inlets

Modify nine (9) shoulder gutter inlets to accommodate the actual location and size of the existing storm drainage pipe.

#### ADD THE FOLLOWING ITEM:

Modify Shoulder Gutter Inlets

\$ 76,271.32

#### CR 535 Existing Crash Cushion Repair

Repair the existing crash cushion at the CR 535 NB On-Ramp Toll Plaza that was damaged by an unknown third party.

#### ADD THE FOLLOWING ITEM:

CR 535 Existing Crash Cushion Repair

\$ 13.543.49

#### Adjust Existing Electric Line

Locate and adjust the existing buried electric line in conflict with retaining wall RW-9 and noise wall NW-2C to maintain power to the SR 429 SB Off-Ramp (Slip Ramp D) Toll Plaza.

#### ADD THE FOLLOWING ITEM:

Adjust Existing Electric Line

\$ 15,608.13

#### Repair Box Culvert CD-4

Additional work was necessary to dewater, clean and repair the existing double barrel box culvert which conveys offsite water beneath SR 429 to Lake Tilden.

#### ADD THE FOLLOWING ITEM:

Repair Box Culvert CD-4

\$ 68,255.54

#### Slip Ramp D Drainage Modifications

Modifications to the drainage system at the southbound SR 429 Off-Ramp (Slip Ramp D) Toll Plaza to Stoneybrook West Parkway were needed to avoid conflicts with existing utilities and the toll plaza concrete pavement.

#### ADD THE FOLLOWING ITEM:

Slip Ramp D Drainage Modifications

\$ 29,298.72

#### Crash Cushion Repair

Repair a temporary crash cushion on northbound SR 429 that was damaged by an unknown third party.

#### ADD THE FOLLOWING ITEM:

Crash Cushion Repair \$ 24,940.94

#### Optional Base Group Thickness Adjustments

The Contract contains provisions for base thickness adjustments. In accordance with the Contract specifications, these adjustments reflect actual measured quantities installed on the project.

Total Amount For Project 429-154	\$ 374,756.58
SUBTOTAL THIS CHANGE	\$ 98,998.76
Optional Base, Base Group 10 – Thickness Adjustment	\$ 75,981.00
INCREASE THE FOLLOWING ITEM: Optional Base, Base Group 04 – Thickness Adjustment	\$ 23,017.76

## CONSENT AGENDA ITEM #2

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Jack Burch, P.E.

Director of Construction

DATE: July 18, 2024

SUBJECT: Approval of Payment to Prince Contracting, LLC for a Material Price Index Adjustment for SR

417 Widening from John Young Parkway to Landstar Boulevard

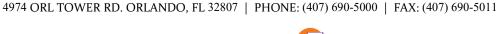
Project No. 417-142

Board approval is requested to issue payment to Prince Contracting, LLC in the amount of \$174,715.43 for a material price index adjustment for the SR 417 Widening from John Young Parkway to Landstar Boulevard project.

The adjustment is an effort to mitigate the effects of unprecedented escalations in the cost of construction materials after execution of contracts. The Florida Department of Transportation (FDOT) established cost indices for certain materials. CFX is allowing contractors with projects that meet the FDOT established criteria to adopt the cost indices.

The following items have been adjusted: Stay-in-Place Forms (SIP).

Reviewed By:







RON DESANTIS GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E. SECRETARY

DocuSigned by:

September 6, 2022

DCE MEMORANDUM NO. 22-14 (FHWA Approved 9/6/2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

**FROM:** Tim Lattner, P.E., Director, Office of Construction

**COPIES**: Dan Hurtado, Ananth Prasad (FTBA), Mark Musselman (ACAF), Jose Ortiz

(FHWA), Ashley Anderson

#### SUBJECT: VARIOUS MATERIAL PRICE INDICES

Due to recent volatility in prices of materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a \$0.00 specification change to provide for indexing for thermoplastic and fencing materials, as well as dowel baskets/bars and steel stay-in-place forms (SIP) as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new thermoplastic and fencing materials, as well as dowel baskets/bars and SIP that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed for each material (thermoplastic, fencing, dowel baskets/bars and/or SIP) in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

#### The following conditions apply:

- 1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
- 2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
- 3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
- 4. The material must be approved as meeting applicable specifications.
- 5. For material purchased by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet Schedule "A". Material price adjustments are not eligible for Contractor markup.
- 6. For material purchased by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values for design-build or lump sum contracts.
- 7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity.
- 8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to either thermoplastic pay items, fencing pay items, as well as concrete pavement pay items when dowel baskets/bars are used, and/or concrete class II superstructure and concrete class IV superstructure pay items when SIP are used. Contractors may elect to apply this Specification to either thermoplastic pay items, fencing pay items, concrete pavement pay items when dowel baskets/bars are used and/or concrete class II superstructure and concrete class IV superstructure pay items with SIP are used.
- 9. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached letter. No contract may participate in both steel tariff compensation and the attached specification.
- 10. Additional project specific guidance for MPAs can be found on the Department's website: <a href="https://www.fdot.gov/construction/material-price-adjustment">https://www.fdot.gov/construction/material-price-adjustment</a>

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Thermoplastic MPAT
- Material Price Adjustment Steel MPAS

## CONSENT AGENDA ITEM #3

#### **MEMORANDUM**

TO: **CFX Board Members** 

Aneth Williams/ FROM:

Director of Procurement

DATE: July 17, 2024

SUBJECT: Approval of Second Contract Renewal with PI Consulting, LLC for

Systemwide Construction, Engineering and Inspection Services

Contract No. 001694

Board approval is requested for the second renewal of the referenced contract with PI Consulting, LLC in the amount of \$750,000.00 for one year beginning on September 10, 2024 and ending September 9, 2025. The original contract was for three years with two one-year renewals.

The work to be performed includes construction engineering and inspection services.

Original Contract \$3,500,000.00 First Renewal \$ 500,000.00 \$ 750,000.00 Second Renewal Total \$4,750,000.00

This contract is a component of projects in the Five-Year Work Plan.

Reviewed by:

Director of Construction

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 2 AGREEMENT CONTRACT NO. 001694

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement") is made and entered into between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX,", and PI CONSULTING SERVICES, LLC. a Florida Limited Liability Company, registered and authorized to do business in the State of Florida, whose principal address is 711 Ciara Creek Cove, Suite 1009, Longwood, FL 32750 hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties."

#### WITNESSETH

WHEREAS, on September 10, 2020, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Consultant to provide construction engineering and inspection services.

**WHEREAS**, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this Renewal Agreement, the Parties agree as follows:

- 1. <u>Recitals</u>. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. <u>Renewal Term</u>. CFX and Consultant agree to exercise the second renewal of said Original Agreement, which renewal shall begin on September 10, 2024 and end on September 9, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.
- 3. <u>Compensation for Renewal Term</u>. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$750,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <u>Effect on Original Agreement</u>. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
- 5. <u>Counterpart and Electronic Signatures</u>. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by Board action on the 8th day of August 2024, and, signing through its, duly authorized to execute same.				
PI CONSULTING SERVICES, LLC	CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
By: Print Name: Title:	By:Aneth Williams, Director of Procurement			
	Date:			
ATTEST:(SEAL)				
Secretary or Notary If Individual, furnish two witnesses:	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of, 2024 for its exclusive use and reliance.			
By: Print Name:				
Print Name:	By:Angela J. Wallace, General Counsel			
By: Print Name:	Angeia J. Waliace, General Counsel			

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001694

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 11th day of May 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and PI Consulting Services, LLC. hereinafter called the ("Consultant"). CFX and Consultant a re referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

WHEREAS, on September 10, 2020, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Consultant to provide construction engineering and inspection services.

**WHEREAS**, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this Renewal Agreement, the Parties agree as follows:

- 1. <u>Recitals</u>. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. <u>Renewal Term.</u> CFX and Consultant agree to exercise the first renewal of said Original Agreement, which renewal shall begin on September 10, 2023 and end on September 9, 2024 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.
- 3. <u>Compensation for Renewal Term</u>. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$500,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <u>Effect on Original Agreement</u>. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
- 5. <u>Counterpart and Electronic Signatures</u>. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

#### PI CONSULTING SERVICES, LLC

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Off reported.	By:  Digitally signed by Aneth Williams Date: 2023.05.31 14:50:24 -04'00'
Print Name: Chartal: Paigpah	Aneth Williams, Director of Procurement
Title: Member	
ATTEST: Notary Com	IPAK S MAHARAJA Public - State of Florida mission # GG 936224 m. Expires Mar 27, 2024 mgtAppproximated as \$40. orm and legality by legal counsel to the Central Florida Expressway Authority on
m. O. 1	this day of, 2023 for its exclusive use and reliance.
By: Print Name: Spale Maharaja	By:Digitally signed by Laura Newlin Kelly
By: Jet V. Penjepete Print Name: Jitend for V. Prayapal	Diego "Woody" Rodriguez, General Counsel
The state of the s	

#### **AGREEMENT**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND PI CONSULTING SERVICES, LLC

## SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

CONTRACT NO. 001694 (SSBE)

**CONTRACT DATE: SEPTEMBER 10, 2020** 

**CONTRACT AMOUNT: \$3,500,000.00** 

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND POTENTIAL CONFLICT OF INTEREST FORM

## AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND POTENTIAL CONFLICT OF INTEREST FORM

#### **FOR**

## SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (SSBE)

**CONTRACT NO. 001694** 

**SEPTEMBER 2020** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001694 (SSBE)

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of September 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the "CFX" and PI Consulting Services, LLC, hereinafter called "CONSULTANT", a Florida Limited Liability Company, registered and authorized to do business in the state of Florida, whose principal address is 711 Ciara Creek Cove, Suite 1009, Longwood, FL 32750.

That the CFX did determine that the CONSULTANT is fully qualified to render the services contracted.

#### WITNESSETH:

#### 1.0 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX. CFX has a core staff of CEI management personnel and is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but are not necessarily limited to, Project Administrator, Contract Support Specialist, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

CFX's Director of Construction or his authorized designee shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and the CONSULTANT shall comply with all of the directives of the Director of Construction that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Director of Construction.

The work covered by this Agreement includes providing CEI services for a variety of CFX projects including, but not necessarily limited to, roadway and bridge construction, landscaping construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

This Agreement is considered a non-exclusive Agreement between the parties.

# 2.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two (2) one-year renewal periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Construction, which notice to proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

#### 3.0 PROJECT SCHEDULE

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

#### 4.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing the required services and shall have due regard for acceptable standards of construction engineering and inspection principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

#### The approved subconsultants are:

A2 Group, Inc.
AE Engineering, Inc.
CONSOR Engineers, LLC
Elipsis Engineering and Consulting LLC
GCI, Inc.
Mehta and Associates, Inc.
RS&H, Inc.
WSP USA, Inc.

Adaptive Consulting Engineers, LLC CDM Smith Inc.
Eisman & Russo Inc.
England-Thims & Miller Inc.
KCCS, Inc.
Metric Engineering, Inc.
RK&K, LLP

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

#### 5.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the amount of \$3,500,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable and determined by CFX, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

#### 6.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 17, CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Consultant agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 6.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 7.0 COMPLIANCE WITH LAWS

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

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

#### 8.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in Paragraph 5.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 5.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

#### 9.0 TERMINATION

CFX may terminate this Agreement in whole or in part at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT 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.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "B", for work performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 5.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct

information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

#### 10.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

# 11.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit.

After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 11.0, Hold Harmless and Indemnification, Sovereign Immunity, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 12.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 12.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 13.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

#### 14.0 INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

- Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with Insurance Services Office (ISO) Form CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.
- 14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO Form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate

policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

- 14.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.
- 14.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-:VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

#### 15.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 6.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

#### 16.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in the Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics, as it relates to work performed under this Agreement, which standards will be made a part of this Agreement by reference as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONSULTANT, agrees to act in a manner that is consistent with CFX's Code of Ethics.

# 17.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 18.0 E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

#### 19.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

# 20.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 20.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

"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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

#### 22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 22.4. been engaged in business operations in Cuba or Syria; or
- 22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 23.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

# 24.0 AUDIT AND EXAMINATION OF RECORDS

#### 24.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules,

labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

- 24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.
- 24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.
- 24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.
- 24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 25.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 26.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel

To CONSULTANT: PI Consulting Services LLC

711 Ciara Creek Cove, Suite 1009

Longwood, FL 32750 Attn: Ms. Chaitali Prajapati

PI Consulting Services LLC

711 Ciara Creek Cove, Suite 1009

Longwood, FL 32750 Attn: Mr. Jitu Prajapati

#### 27.0 HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

#### 28.0 CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

#### 29.0 ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

#### 30.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

#### 31.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

#### 32.0 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Potential Conflict Disclosure Form

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on September 10, 2020.

FI CONSULTING SERVICES LLC	EXPRESSWAY AUTHORITY
BY: Cestrigapal	BY: Aneth Williams  Digitally signed by Aneth Williams Date: 2020.09.28 08:38:54 -0400'
Authorized Signature Chartah Prajaporti	Director of Procurement
Title: Member	Print Name:
ATTEST:  Secretary or Notary Public - Commission My Comm. Expir. Bonded through Nation	State of Florida V GG 936224 es Mar 27, 2024

Approved as to form and execution, only.

General Counsel for CFX

Diego "Woody"

Digitally signed by Diego "Woody" Rodriguez Date: 2020.09.25 09:24:40 -04'00'

Rodriguez

Date: 2020.09.25 09:2

# EXHIBIT A SCOPE OF SERVICES Contents

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#### EXHIBIT A SCOPE OF SERVICES

#### CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

#### I. PURPOSE

CFX requires the services of a consultant in connection with Construction Engineering and Inspection (CEI) services. CFX has a core staff of CEI management personnel and is seeking assistance from a Consultant who will provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to, Resident/Sr. Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist, Senior Inspector, Inspector, Inspector's Aide, Senior Inspector-Building Structures, Inspector-Building Structures/Electrical, Senior ITS Inspector, ITS Inspector and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for construction.

The Consultant shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

CFX will request Consultant services on an as-needed, per project basis as described below. There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the Consultant, as indicated below, will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

The Consultant is one of several consultants who are under contract to CFX to provide support personnel for various construction projects. At least thirty (30) days before the notice to proceed is issued to the construction contractor for a project, CFX will identify the CEI support personnel it will require by job classification and request from the consultants a list of resumes for available individuals. From these resumes, CFX will select the most qualified team and negotiate fees and expenses with that consultant. The intent of this process is to ensure that CFX has a resource pool of consultants who can provide qualified professional, technical and administrative personnel, in the required numbers and at the required times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

# II. GENERAL REQUIREMENTS

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities under the Contract.

The Consultant shall be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

# III. BEGINNING AND LENGTH OF SERVICES

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. (References to CFX's Director of Construction shall be taken to mean his designated representative as well.) The Contract term will be three (3) years with two 1-year renewal options.

Services to be provided by the Consultant will be initiated and completed as directed by CFX's Director of Construction for each Task Work Order Assignment authorized under the Contract.

The Director of Construction shall furnish the Consultant a Letter of Authorization for each Task Work Order outlining the services to be performed and the compensation to be paid for services authorized pursuant to the Scope of Services document attached to the Letter of Authorization. No payment for work performed shall be made to the Consultant unless a Letter of Authorization for that Task Work Order has been mutually agreed to in writing by CFX and Consultant (refer to the Method of Compensation).

For the duration of each project assigned under the Contract, the Consultant shall coordinate closely with CFX to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of the construction contractor's activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the notice to proceed to the construction contractor and fifteen (15) days to demobilize after final acceptance by CFX of an assigned project.

# IV. SERVICES

The Consultant will perform the following tasks in the conduct of the Agreement for each assigned project. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

#### A. General

It shall be the responsibility of the Consultant to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The Consultant is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The Consultant shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the construction contractor and the corrective action taken. The work provided by the Contractor shall in no way relieve the construction contractor of responsibility for the satisfactory performance of the construction contract.

# B. <u>Inspection Services</u>

The Consultant shall provide services to monitor the construction contractor's on-site construction operations as required to determine that the quality of workmanship and materials is such that the assigned project will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The Consultant shall keep detailed, accurate records of the construction contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of CFX for inspection of construction projects are set forth in CFX's Construction Project Administration Manual (CPAM) (cfxway.com). The Consultant shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

# C. Testing

The Consultant shall perform field testing services including but not limited to nuclear density, moisture content, etc. Laboratory Testing of component materials shall be performed by others.

# D. <u>Management Engineering Services</u>

The Consultant shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the assigned project is achieved; to maintain complete, accurate records of all activities and events relating to the assigned project; to properly document the significant changes to the assigned project; to provide, upon request, interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the assigned project; and to maintain an adequate level of surveillance of the construction contractor's activities. The Consultant shall also perform any other management engineering services that are required to fulfill its responsibilities under the Contract. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services may include, but are not necessarily limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each assigned project. Record significant information and decisions made at this conference and distribute copies of the minutes to the appropriate parties.

- 2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
- 3. Receive, review, and recommend acceptance by CFX of the construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.
- 4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The Consultant shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
- 5. Maintain a construction diary, including weather, appropriate for the type of construction being performed.
- 6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
- 7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the Consultant's files for each assigned project.
- 8. Once each month, prepare a comprehensive tabulation of the quantity of each payitem satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the construction contractor and Consultant. Progress estimates shall be submitted to CFX for review and processing.

The Consultant shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the assigned project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The Consultant shall perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the construction contractor's survey layout work on an occasional and random basis.

9. If requested by CFX, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

- 10. Analyze problems that arise on a project and proposals submitted by the construction contractor and prepare and submit a recommendation to CFX.
- 11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original contract for an assigned project.
- 12. When it is determined that a modification to the original contract for an assigned project is required due to a necessary change in the character of the work, negotiate prices with the construction contractor and prepare and submit for approval by CFX a change proposal requestin accordance with applicable procedures.
- 13. In the event that the construction contractor gives notice, either written or verbal, that it deems certain work to be performed is beyond the scope of the construction contract, and that it intends to claim additional compensation, the Consultant shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
- 14. In the event that the construction contractor submits a claim for additional compensation on an assigned project, analyze the submittal and prepare a recommendation to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
- 15. In the event that the construction contractor for a project submits a request for extension of the allowable contract time on an assigned project, analyze the request and prepare a recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
- 16. Prepare and submit to CFX all close out documentation for each assigned project, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the construction contract documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the construction contractor and the Consultant of the marked record drawings; and similar project close out requirements. The Consultant shall complete this task within fifteen (15) calendar days after final acceptance by CFX of the assigned project (demobilization period).

- 17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the Consultant's contract time in connection with an assigned project.
- 18. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to CFX.
- 19. Track shop drawing/sample submittals and approvals for each assigned project. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The Consultant shall actively encourage all reviewers to accomplish reviews promptly. The Consultant shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.
- 20. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.
- 21. Attend weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to CFX within two (2) days following the meeting.
- 22. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.
- 23. When needed to prevent delays in construction contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.
- 24. When requested by CFX, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with CFX's IA Manual.

# V. PERSONNEL

# A. <u>General Requirements</u>

The Consultant shall provide the required number of qualified personnel as necessary to effectively carry out its responsibilities under the Contract.

# B. Personnel Qualifications

The Consultant shall use only competent personnel who are qualified by education, experience, and certification where required. When requested by CFX, the Consultant shall submit resumes detailing education, experience qualifications and certifications of personnel in the required job classifications that the Consultant is proposing for consideration for assignment to the construction project. Minimum qualifications for the Consultant's personnel are defined in Paragraph "E" of this Article.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to CFX and should occur as workload permits.

# C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by CFX to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

Consultant personnel assigned to a project are considered by CFX to be committed to performing services under the Contract. Any changes will require written approval of CFX.

When the construction contractor's operations on a project diminish, CFX will direct an appropriate reduction, by job classification, in the Consultant's personnel. Such reduction of the Consultant's forces by CFX shall be accomplished within one (1) week after notification.

In the event of a construction contract suspension on an assigned project requires the removal of Consultant forces from the project, the Consultant will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

# D. <u>Licensing for Equipment Operation</u>

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

# E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for Consultant personnel.

# 1. Resident Engineer/Senior Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

# Qualifications:

Attend the CTQP Quality Control Manager course and pass the examination.

#### Certifications:

FDOT Advanced MOT

#### Other:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for projects with structures) A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

# 2. <u>Project Administrator/Project Engineer</u>

A Civil Engineering Degree plus four (4) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors

and assistants for all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

# Qualifications:

CTQP Final Estimates Level II

#### Certifications:

FDOT Advanced MOT

# Other:

Attend CTQP Quality Control Manager Course and pass the examination. Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of course Completion form (for projects with structures). A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.

# 3. Assistant Project Administrator/Project Engineer

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

# Qualifications:

CTQP Final Estimates Level II

# Certifications:

FDOT Intermediate MOT

# 4. Contract Support Specialist

High school diploma or equivalent plus four (4) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

#### Qualifications:

CTQP Final Estimates Levels I & II

# 5. Associate Contract Support Specialist

High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., materials acceptance, progress and final estimates, compliance, processing

Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Project specific work under the general supervision of the Senior Project Engineer and staff.

# Qualifications:

CTQP Final Estimates Level I

# 6. <u>Senior Inspector/Senior Engineer Intern</u>

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under general supervision of the Project Administrator. Must have the following:

# Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)

CTQP Asphalt Roadway Level I (If applicable)

CTQP Asphalt Roadway Level II (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Grouting Technician Level I (If applicable)

CTQP Post-Tensioning Technician Level I (If applicable)

CTQP Final Estimates Level I

#### Certifications:

FDOT Intermediate MOT

**Nuclear Radiation Safety** 

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

# 7. Senior Inspector -Building/Structures

High School Graduate plus eight (8) years of experience in construction inspection with four (4) years of experience in performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting fields tests. Senior Building Structures Inspector must be fully knowledgeable of all aspects of the building construction to include masonry work and familiarization with the local and State building codes and ordinances. Work is performed under the general supervision of the Sr. Project Engineer or Project Administrator.

# 8. <u>Inspector/Engineer Intern</u>

High school graduate or equivalent plus two (2) years of experience in construction inspection, one year of which shall have been in bridge and/or roadway construction inspection, plus the following:

#### Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I (If applicable)

CTQP Earthwork Construction Inspection Level I

CTOP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Final Estimates Level I

# Certifications:

FDOT Intermediate MOT Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

# 9. Inspector – Building Structures/Electrical

High School Graduate plus five (5) years experience as a qualified building inspector or general contractor. Experience shall be actual field experience as a qualified building inspector or job superintendent. Inspector must be fully knowledgeable of all local and State building codes and ordinances.

# 10. Asphalt Plant Inspector

High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

#### Qualifications:

CTQP Asphalt Plant Level I CTQP Asphalt Plant Level II

#### CTQP Final Estimates Level I

# 11. Inspector's Aide

High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

# 12. Survey Party Chief

High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

# 13. <u>Instrument Man</u>

High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

# 14. Rod Man/Chain Man

High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

# 15. <u>Secretary/Clerk Typist</u>

High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

# 16. <u>Senior ITS Inspector</u>

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, or a Civl Engineering Degree and one (1) year of ITS CEI experience, plus the following:

# Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing

DMS Operation and Testing Controller Operation and Testing CCTV Installation, Operation and Testing Familiarity with Existing Communication Equipment and Switches

# Certifications:

IMSA Level II

Responsible for inspecting construction work; monitoring ITS and electrical installation techniques to ensure conformance with the plans, specifications, National Electrical code and other applicable manuals and is responsible for coordinating and managing the lower level inspectors. Responsible for escalating any deficiencies to the Project Administrator.

# 17. <u>ITS Inspector</u>

High school graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications within one year, plus the following:

#### Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

#### Certifications:

IMSA Fiber Optics for ITS Level I (or equivalent)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

# VI. QUALITY ASSURANCE (QA) PROGRAM

#### A. Quality Reviews

The Consultant shall conduct semi-annual reviews to make certain its organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing

included in the execution of the Contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Scope of Services. The semi-annual reviews shall be submitted to CFX in written form no later than one (1) month after the review.

On assigned projects with short duration (9 months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the construction contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required.

# B. QA Plan

Within thirty (30) days after execution of the Contract, the Consultant shall furnish a QA Plan to the Director of Construction. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the Contract. Unless specifically waived, no payment will be made for any services until CFX approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. The Consultant shall keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

- 1. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. CFX, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
- 2. Quality Reviews: The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.
- 3. Quality Records: The Consultant shall outline the types of records which will be generated and maintained during the execution of its QA program.
- 4. Control of Subconsultants and Vendors: The Consultant shall detail the methods used to control subconsultants and vendor quality.
- 5. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and CFX procedures.
- 6. Quality Records: The Consultant shall maintain adequate records of the quality assurance

actions performed by its organization (including subcontractors and vendors) in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to CFX, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

# VII. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual.
- G. CFX Policy and Procedures Manual.
- H. CFX standardized forms to be used with documentation and reporting procedures.
- I. CFX General Specifications and Technical Specifications.

Unless otherwise stated by CFX at the time of the Task Authorization, the Consultant shall provide office space for its personnel to effectively carry out the requirements of this Scope of Services. Such office expenses will not be paid separately but will be included in the fees negotiated for each assigned project.

# VIII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The Consultant shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

- A. FDOT Standard Specifications for Road and Bridge Construction, current edition.
- B. FDOT Design Standards, current edition.

- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- L. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.
- M. Project telephones and services, including long distance charges.
- N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- O. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Contract.
- P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.
- Q. Hard hats shall have the name of the consulting firm visibly displayed.

- R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.
- S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.
- The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.
- U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

# IX. LIAISON

The Consultant shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on each assigned project. All activities and decisions of the Consultant relating to the projects shall be subject to review and approval by CFX. The Consultant shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

Upon confirmation of award of an assigned project and scheduled start of construction, the Consultant shall be ready to assign personnel within two weeks after CFX's notification to the Consultant to begin the services. No personnel shall be assigned until written notification has been issued. Consultant personnel will generally be required at all times while the construction contractor is working on an assigned project.

# X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the term of the Contract, CFX will conduct reviews of the various phases and stages of the Consultant's operations.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and provisions of the assigned project. The Consultant shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the Consultant in conformance with CFX's recommendations. CFX's remedial recommendations and the Consultant's actions will be documented by CFX. In general, remedial

action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be paid for remedial action taken to correct deficiencies by the Consultant. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The Consultant shall comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the Consultant.
- D. Increase the scope and frequency of training conducted by the Consultant.

### XI. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

Subconsultant services will be paid in accordance with Exhibit "B".

#### XII. OTHER SERVICES

The Consultant shall, upon written authorization by CFX, perform any additional services not otherwise identified in this Scope of Services as may be required in connection with an assigned project. The following items are not included as part of the Contract but may be required to supplement the Consultant's services under the Contract.

- A. The Consultant shall, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities for an assigned project.
- B. The Consultant shall, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).
- C. The Consultant shall, upon written request by CFX, provide off-site inspection services.

### XIII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for an assigned project submits a claim for additional compensation

and/or time, and the Consultant has completed the terms of the Contract, the Consultant shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Contract.

#### XIV. INVOICING INSTRUCTIONS

Monthly invoices shall be submitted in a format and distribution schedule defined by CFX no later than the 20<sup>th</sup> day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify CFX's Resident Engineer prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify CFX's Resident Engineer via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted with timesheets and other backup as appropriate. A Final Invoice will be submitted to CFX no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by CFX.

#### XV. METHOD OF COMPENSATION:

All consultant and subconsultant services authorized by CFX will be paid for in accordance with Exhibit "B".

END OF SCOPE OF SERVICES

# CONSENT AGENDA ITEM #4

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: July 22, 2024

SUBJECT: Approval of BCC Engineering, LLC as a Subconsultant to

Dewberry Engineers Inc. for General Engineering Consultant Services

Contract No. 001145

Board approval of BCC Engineering, LLC as a subconsultant to Dewberry Engineers Inc. to provide independent peer review for category two bridge structures is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:

Dana Chester, PE

Director of Engineering

Glenn Pressimone, PE

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Dewberry Engineers Inc.	Date: 6/3/24			
CFX Contract Name: General Engineering Consultant Services	CFX Contract No.: 001145			
Authorization is requested to sublet the services identified below which are included approval to sublet services to:	led in the above referenced Contract. Consultant requests			
Subconsultant Name: BCC Engineering, LLC				
Address: 160 N. Westmonte Dr. #2000, Altamonte	e Springs, FL 32714			
Phone No.: 407.851.6444	*			
Federal Employee ID No.: F650540100				
Registered with Sunbiz: Yes No M	finority Vendor: Yes ✓ No			
Description of Services to Be Sublet:				
Independent Peer Review for Category 2 bridg	es structures			
Estimated Beginning Date of Sublet Services: August 12, 2024				
Estimated Completion Date of Sublet Services: July 31, 2026				
Estimated Value of Sublet Services*: \$\frac{1,000,000.00}{2}				
*(Equal or exceeds \$25,000 requires Board Approval)				
Consultant hereby certifies that the proposed subconsultant has been advised of, a Contract with the Authority that are applicable to the subconsultant and the service				
Requested By: R. Keith Jackson				
(Signature of Consultant Representative)				
Program Manager				
Title				
Recommended by: Our Coff (Signature of Appropriate CFX Director/Manager)	Jul 18, 2024			
Approved by: Glenn Pressimone (Jul 21, 2024 18:01 EDT)  (Signature of Appropriate Chief)	Jul 21, 2024			
Reviewed by: Director of Procurement	Jul 22, 2024  Date:			
	Jo_ ✓			

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

# CONSENT AGENDA ITEM #5

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **MEMORANDUM**

TO: **CFX Board Members** 

FROM:

Aneth Williams Will Director of Procurement

DATE: July 18, 2024

Approval of Contract Award to Transportation Systems Inc. for SUBJECT:

CFX Headquarters Lighting Retro-Commissioning

Project No. 408-428, Contract No. 002108

An Invitation to Bid for the above referenced project was advertised on May 26, 2024. One (1) response was received by the July 15, 2024 deadline. The Director of Procurement met with the Project Manager to review options when less than three bids are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

Bid results were as follows:

1.

Bid Amount Transportation Systems Inc. \$684,310.00

The engineer's estimate for this project is \$627,700.00. Included in the Five-Year Work Plan is \$648,000.00.

The work to be performed includes providing all labor, materials, equipment, and incidentals for the conversion to LED fixtures to all existing lighting equipment at the CFX headquarters building.

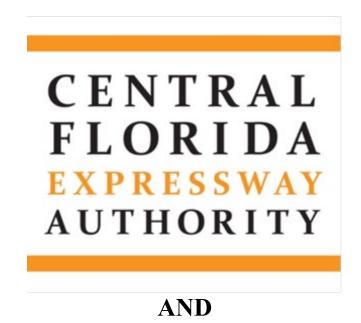
Board award of the contract to Transportation Systems Inc. in the amount of \$684,310.00 is requested.

This contract is included in the Five-Year Work Plan.

Reviewed by:

Director of Engineering

# **CONTRACT**



# TRANSPORTATION SYSTEMS INC.

# CFX HEADQUARTERS LIGHTING RETRO-COMMISSIONING

PROJECT NO. 408-428 CONTRACT NO. 002108

**CONTRACT AMOUNT: \$684,310.00** 

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, SPECIAL PROVISIONS, TECHNICAL SPECIAL PROVISIONS, ADDENDA, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, SPECIAL PROVISIONS, TECHNICAL SPECIAL PROVISIONS, ADDENDA, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

**FOR** 

CFX HEADQUARTERS LIGHTING RETRO-COMMISSIONING

PROJECT NO. 408-428, CONTRACT NO. 002108

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#### CONTRACT

This Contract No. 002108 ("Contract") is made between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Transportation Systems Inc., a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 575 Cooper Industrial Parkway, Apopka, FL 32703, hereinafter "the CONTRACTOR.":

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 408-428, Contract No. 002108, CFX Headquarters Lighting Retro-Commissioning, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 180 calendar days. The Contract Amount is \$684,310.00. This Contract was awarded by the Governing Board of CFX at its meeting on August 08, 2024.

#### The Contract Documents consist of:

- 1. The Contract.
- 2. The Memorandum of Agreement,
- 3. The Addenda (if any), modifying the General Specifications, Special Provisions, Technical Special Provisions, Plans or other Contract Documents,
- 4. The Plans,
- 5. The Special Provisions,
- 6. The Technical Special Provisions
- 7. The General Specifications,
- 8. The Standard Specifications,
- 9. The Design Standards, and
- 10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

Central Florida Expressway Authority authorized to execute the same by Board	he parties hereto have made and executed this Con, signing by and through its Director of Procured action on the 8th day of August 2024, and Transport, duly authorized.	ment, tation
CENTRAL FLO	ORIDA EXPRESSWAY AUTHORITY	
By:	Director of Procurement	
	Aneth Williams Print Name	
DATE:		
TRANSPORTA	ATION SYSTEMS INC.	
By:	Signature	
	Print Name	
	Title	
ATTES	Τ: (Seal)	
DATE:		
Approved as to	form and execution, only.	
Ge	eneral Counsel for CFX	
	Angela J. Wallace Print Name	
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#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **GENERAL SPECIFICATIONS**

#### **SECTION 1 - ABBREVIATIONS AND DEFINITIONS**

#### 1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

#### 1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN American Association of Nurserymen, Inc.

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AGC The Associated General Contractors of America, Inc.

AGMA American Gear Manufacturers Association

AIA American Institute of Architects
AISI American Iron and Steel Institute
ANSI American National Standards Institute
AREA American Railway Engineering Association
ASCE American Society of Civil Engineers

ASME American Society of Mechanical Engineers
ASTM American Society for Testing and Materials

AWG American Wire Gauge

AWPA American Wood Preservers Association

AWS American Welding Society

AWWA American Water Works Association
CRSI Concrete Reinforcing Steel Institute
EASA Electrical Apparatus Service Association

EPA Environmental Protection Agency of the United States Government

FDOT Florida Department of Transportation FHWA Federal Highway Administration

FNGLA Florida Nursery, Growers and Landscape Association

FSS Federal Specifications and Standards

IEEE Institute of Electrical and Electronics Engineers

IES Illuminating Engineering Society

IPCEA Insulated Power Cable Engineers Association ISO International Organization for Standards

MASH AASHTO Manual for Assessing Safety Hardware MUTCD Manual on Uniform Traffic Control Devices

NEC National Electrical Code

NEMA National Electrical Manufacturers Association

NFPA National Fire Protection Association

NIST National Institute for Standards and Technology NOAA National Oceanic and Atmospheric Administration OSHA Occupational Safety and Health Administration

SAE Society of Automotive Engineers
SI International System of Units
SSPC The Society for Protective Coatings

UL Underwriters' Laboratories

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method, or other code or recommendation of the organization so shown.

#### 1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

- 1.3.1 **Advertisement** The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as "Notice to Contractors," or "Notice to Bidders."
- 1.3.2 **Addendum** A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections
- 1.3.3 **Article** The prime subdivision of a Section of the General and/or Technical Specifications.
- 1.3.4 **Bid** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.
- 1.3.5 **Bidder** An individual, firm, or corporation submitting a proposal for the proposed work.

- 1.3.6 **Bridge** A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multispan box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.
- 1.3.7 **Calendar Day** Every day shown on the calendar, ending and beginning at midnight.
- 1.3.8 **CFX** The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.
- 1.3.9 Construction Engineering & Inspection (CEI) Consultant The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.
- 1.3.10 **Consultant** The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.
- 1.3.11 **Contract** The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
- 1.3.12 **Contract Bond** The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.
- 1.3.13 **Contract Claim (Claim)** A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.
- 1.3.14 Contract Documents The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental

agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Standard Plans (edition per plans).

- 1.3.15 **Contract Price** The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.
- 1.3.16 **Contract Time** The number of calendar days allowed for completion of the Work including authorized time extensions.
- 1.3.17 **Contractor** The person, firm, or corporation with whom CFX has entered into the Contract.
- 1.3.18 **Contractor's Engineer of Record** A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

- 1.3.19 **Controlling Work Items** The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.
- 1.3.20 **Culverts** Any structure not classified as a bridge, which provides an opening under the roadway.

- 1.3.21 **Delay** With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.
- 1.3.22 **Director of Construction** Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.
- 1.3.23 **Engineer** The term as may be used in various documents is understood to mean CFX or designated representative.
- 1.3.24 **Engineer of Record** The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.
- 1.3.25 **Equipment** The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.
- 1.3.26 **Executive Director** Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority
- 1.3.27 **Extra Work** Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."
- 1.3.28 **Federal, State, and Local Rules and Regulations -** The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.
- 1.3.29 **Force Account** Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

- 1.3.30 **Highway, Street, or Road** A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.
- 1.3.31 Holidays Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.
- 1.3.32 **Inspector** An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.
- 1.3.33 **Invitation to Bid** The invitation by which the Contractor submitted its Bid for the Work.
- 1.3.34 **Laboratory** A Testing facility certified with the Florida Department of Transportation.
- 1.3.35 **Major Item of Work** Any item of Work having an original Contract value in excess of 5% of the original Contract amount.
- 1.3.36 **Materials** Any substances to be incorporated in the Work.
- 1.3.37 **Median** The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.
- 1.3.38 **Memorandum of Agreement** A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.
- 1.3.39 **Notice to Proceed** A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.
- 1.3.40 **Plans** The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

- 1.3.41 **Project** The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
- 1.3.42 **Public Construction Bond** The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.
- 1.3.43 **Resident Engineer** The authorized representative of the CEI who may be assigned to the site or any part thereof.
- 1.3.44 **Right of Way** The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.
- 1.3.45 **Roadbed** That portion of the roadway occupied by the subgrade and shoulders.
- 1.3.46 **Roadway** The portion of a highway within the limits of construction.
- 1.3.47 **Shop Drawings** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.
- 1.3.48 **Shoulder** That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.
- 1.3.51 **Special Event** Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.
- 1.3.49 **Special Provisions** Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.
- 1.3.50 Specialty Engineer A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative

Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

- 1. Registration as a Professional Engineer in the State of Florida
- 2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.
- 1.3.52 **Specifications** The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.
- 1.3.53 **Standard Plans** "Standard Plans for Road and Bridge Construction", an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.
- 1.3.54 **Standard Specifications** The FDOT Standard Specifications for Road and Bridge Construction, 2023-24 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.
- 1.3.55 State State of Florida
- 1.3.56 **Subarticle** Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.
- 1.3.57 **Subgrade** That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

- 1.3.58 **Subcontractor** An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.
- 1.3.59 **Substantial Completion** The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;
  - 1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
  - 2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
  - 3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
  - 4. All pavement areas are complete and final signing and striping in place.
  - 5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
  - 6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
  - 7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
  - 8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
  - 9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion of the Project or waive any part of the Contract provisions.

- 1.3.60 **Substructure** All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.
- 1.3.61 **Superintendent** The Contractor's authorized representative responsible and in charge of the Work.
- 1.3.62 **Superstructure** The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

- 1.3.63 **Supplemental Agreement** A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.
- 1.3.64 **Surety** The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.
- 1.3.65 Supplier A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.
- 1.3.66 **Technical Specifications** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.
- 1.3.67 **Travel Way** The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.
- 1.3.68 **Unilateral Adjustment** A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.
- 1.3.69 **Work** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.
- 1.3.70 **Working Day -** Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.
- 1.3.71 **Work Order Allowance** A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

#### SECTION 2 - SCOPE OF WORK

#### 2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

### 2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

#### 2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

- A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

2.3.2 Increase, Decrease, or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its

sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

- 2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:
- (a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

#### Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

<sup>\*</sup>Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

- (b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- (c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment", as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

- (1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
- (2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- (3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- (4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

- (d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:
  - (1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.
    - (i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.
    - (ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.
  - (2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for a time extension due to delay of a controlling work item caused solely by CFX, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

- a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,
- b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,
- c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.
- 2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis, and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

2.3.8 Connections to Existing Pavements, Drives, and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Standard Plans identified in the Contract Documents.

2.3.9 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

2.3.10 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

## 2.3.11 Cost Savings Initiative Proposal

2.3.11.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

- 2.3.11.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:
  - 1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
  - 2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
  - 3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
  - 4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

- 5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
- 6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.
- 2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.11.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

- 2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:
  - 1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.
  - 2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.
  - 3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.
- 2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.
- 2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

### 2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation, and resolution of the claim.

#### 2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent

to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances. CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

- 2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:
  - (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
  - (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
  - (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
  - (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
  - (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
    - (1) documented additional job site labor expenses;
    - (2) documented additional cost of Materials and supplies;
    - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
    - (4) any other additional direct costs or damages and the documents in support thereof;
    - (5) any additional indirect costs or damages and all documentation in support thereof;
  - (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

### 2.4.5 Compensation for Extra Work or Delay:

- 2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.
- 2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.
- 2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

- 2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.
- 2.4.7 Claims for Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.
- 2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.
- 2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:
  - a. Loss of profit, incentives, or bonuses;
  - b. Any claim for other than Extra Work or delay;
  - c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
  - d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
  - e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

- 2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.
- 2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.
- 2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.
- 2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

- 1. Daily time sheets and superintendent's daily reports and diaries;
- 2. Insurance, welfare and benefits records;
- 3. Payroll registers;
- 4. Earnings records;
- 5. Payroll tax returns;
- 6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
- 7. Materials cost distribution worksheets;
- 8. Equipment records (list of company owned, rented or other Equipment used)
- 9. Vendor rental agreements and subcontractor invoices;
- 10. Subcontractor payment certificates;
- 11. Canceled checks for the project, including payroll and vendors;
- 12. Job cost reports;
- 13. Job payroll ledgers;
- 14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
- 15. Cash disbursements journal;
- 16. Financial statements for all years reflecting the operations on the Project;
- 17. Income tax returns for all years reflecting the operations on the Project;
- 18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
- 19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
- 20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
- 21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
- 22. Electronic Payment Transfers and like records

### 2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

- 2.6 Right To and Use of Materials Found at the Site of the Work
  - 2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.
  - 2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

# 2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

**END OF SECTION 2** 

### **SECTION 3 - CONTROL OF WORK**

# 3.1 Plans and Working Drawings

- 3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.
- 3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

### 3.1.4 Shop Drawings

#### 3.1.4.1. Definitions:

- (a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.
- (b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.
- (c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

- (d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.
- (e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.

Structurally continuous superstructures with spans over 150 feet.

Steel box and plate girder bridges.

Steel truss bridges.

Concrete segmental and longitudinally post-tensioned continuous girder bridges.

Cable stayed or suspension bridges.

Curved girder bridges.

Arch bridges.

Tunnels.

Movable bridges (specifically electrical and mechanical components).

Rehabilitation, widening or lengthening of any of the above.

- (f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.
- (g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.
- (h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.
- (i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

- (j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.
- 3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

- (a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.
- (b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.
- (c) Building Structures.
- (d) Contractor Originated Re-Design.
- (e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.
- (f) Special Erection Equipment.
- (g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

### 3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, .... 12 of 12).

All documents shall be submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

- 3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.
  - 3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.
  - 3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.
  - 3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.
  - 3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.
  - 3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.
  - 3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

- 3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.
- 3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.
- 3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.
- 3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.5.11 Erection Plan: Submit, for the Engineer's review, an Erection Plan that meets the specific requirements of Sections 450, 452, 460 and this section. Refer to the Standard Plans, Index 102-600 for construction activities not permitted over traffic.

#### 3.1.4.6 Certifications:

- 3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.
- 3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer

who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.6.4 Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to the Engineer at least four weeks prior to erection commencing. Include, as part of this submittal, signed and sealed calculations and details for any falsework, bracing, or other connection supporting the structural elements shown in the erection plan. Unless otherwise specified in the Contract Documents, erection plans are not required for simple span precast prestressed concrete girder bridges with spans of 170 feet or less.

At least two weeks prior to beginning erection, conduct a Pre-erection meeting to review details of the plan with the Specialty Engineer that signed and sealed the plan, and any Specialty Engineers that may inspect the work and the Engineer.

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer or a designee has inspected the erected member. Ensure that the Specialty Engineer has submitted a written certification to the Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

For structures without temporary supports but with temporary girder bracing systems, perform, as a minimum, weekly inspections of the bracing until all the diaphragms and cross frames are in place. For structures with temporary supports, perform daily inspections until the temporary supports are no longer needed as indicated in the erection plans. Submit written documentation of the inspections to the Engineer within 24 hours of the inspection.

3.1.4.6.5 Crane Pad: For all erection plans required by Section 3 and all planned lifts with the potential to influence a MSE wall or other structure (either new, to remain, or to be removed) provide a signed and sealed evaluation of the crane pad, embankment, and MSE wall/structure stability.

# 3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier, etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/resubmittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45 day and 30 day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

- 3.1.4.7.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.
- 3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.
- 3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

### 3.1.4.9 Other Requirements for Shop Drawings for Bridges:

- 3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.
- 3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

- 3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:
  - (1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)
  - (2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.
  - (3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)
  - (4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)
  - (5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)
  - (6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).
  - (7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.

The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

# 3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

- 1. The Contract,
- 2. The Memorandum of Agreement,
- 3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions (if any), Plans or other Contract Documents,
- 4. The Plans,
- 5. The Special Provisions,
- 6. The Technical Special Provisions (if any),
- 7. The Technical Specifications,
- 8. The General Specifications,
- 9. The Standard Specifications,
- 10. The Standard Plans, and
- 11. The Proposal.

Computed dimensions shall govern over scaled dimensions.

### 3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work. Retainage will not be released by CFX until the marked-up pdf and records have been submitted and accepted by the CEI.

### 3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans,

Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

#### 3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

- 3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.
- 3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.
- 3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.
- 3.5.1.4 Prepare final record drawings.
- 3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving

of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

## 3.6 Engineering and Layout

### 3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

# 3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

## 3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

### 3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

### 3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

# 3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

- 1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
- 2. Describe the manufacturer, model, and software version of the GNSS equipment.
- 3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
- 4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
- 5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
- 6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project's most up-to-date GNSS Work Plan at the project site.

### 3.6.7 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

## 3.7 Contractor's Supervision

#### 3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

## 3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

## 3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other local law enforcement agencies. A copy of these submittals shall also be provided to

the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

# 3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: <a href="http://www.motadmin.com/find-a-training-provider.aspx">http://www.motadmin.com/find-a-training-provider.aspx</a>

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and other activities deemed necessary for Project maintenance and safety.

#### 3.8 General Inspection Requirements

## 3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering

or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

# 3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

#### 3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

## 3.9 Final Inspection and Acceptance

# 3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

### 3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection, it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as punch lists.

# 3.9.3 Final Inspection

When, in the opinion of the Contractor, all Materials have been furnished, all Work has been performed and the construction contemplated by the Contract has been satisfactorily completed, the Contractor shall request that the CEI make the final inspection.

## 3.9.4 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

## 3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

#### 3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or

arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

#### 3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

- 1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.
- 2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
- 3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
- 4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract

has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

## 3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

**END OF SECTION 3** 

#### **SECTION 4 - CONTROL OF MATERIALS**

## 4.1 Acceptance Criteria

- 4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.
- 4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

- 4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.
- 4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.
- 4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.
- 4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

#### 4.1.3 Certification:

- 4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.
- 4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.
- 4.1.3.3 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: <a href="https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm">https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm</a>. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.
- 4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.
- 4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

- 4.3 Source of Supply and Quality Requirements
  - 4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials

proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

- 4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.
  - 4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.
- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

- 4.4 Inspection and Tests at Source of Supply
  - 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

- 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.
- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

## 4.5 Storage of Materials and Samples

- 4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.
- 4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.
- 4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.
- 4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

#### 4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of

the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

**END OF SECTION 4** 

## SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

# 5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, board members, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, bylaws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

- 5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.
- 5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.
- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

### 5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

#### 5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, board members, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

## 5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

## 5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

# 5.6 Control of the Contractor's Equipment

- 5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.
- 5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
  - 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
    - a) Operating on or crossing over completed bridge structures.
    - b) Operating on or crossing over partially completed bridge structures.
  - 2) Equipment within legal load limits:
    - a) Operating on or crossing over partially completed bridge structures.
  - 3) Construction cranes:
    - a) Operating on completed bridge structures.
    - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

## 5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

## 5.8 Use of Explosives

The use of explosives will not be allowed.

# 5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

- 5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.
- 5.9.3 Contractor's Use of Streets and Roads
  - 5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.
  - 5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.
  - 5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

- 5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.
- 5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

## 5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

#### 5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

- 2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.
- 3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.
- 4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

- 5.10 Responsibility for Damages, Claims, etc.
  - 5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, board members, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, board members, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

## 5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9

below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, nonrenewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance and endorsement evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance and endorsements are in compliance with the requirements.

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

<b>Contract Amount</b>	Workers' Comp	General Liability	Automobile
		(per occurrence/ aggregate)	Liability
Up to \$3 million	Statutory	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1. The specific term for Commercial General Liability coverage for Products and Completed Operations shall be through the applicable statutes of limitation and period of repose under Florida law.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than through the applicable statutes of limitation and period of repose under Florida law.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

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The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.6 Reserved

Intentionaly left blank

5.11.7 Railroad Insurance: When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage

of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - If the Contractor performs work involving hazardous waste materials, the Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

# 3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000 General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Total D-B Contract Price Minimum Coverage Limits

Up to \$30 Million \$1 Million coverage \$30 to \$75 Million \$2 Million coverage More than \$75 Million \$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million		10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

## 5.12 Contract Bond (Public Construction Bond) Required

- 5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.
- 5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

## 5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

## 5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

## 5.15 Scales for Weighing Materials

- 5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.
- 5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.
- 5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

#### 5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

## 5.17 Regulations of Air Pollution

- 5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.
- 5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance

with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

- 5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.
- 5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

## 5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

#### 5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

## 5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

#### 5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

### 5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

## 5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

#### 5.24 Unauthorized Aliens

Contractor warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Contract and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of the Contract, CFX may immediately and unilaterally terminate the Contract for cause.

### 5.25 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

# 5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

### 5.27 Convicted Vendor List

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## 5.28 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

### 5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract will remain in full force and effect and

will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

# 5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

# 5.31 E-Verify

CONSULTANT (or VENDOR or CONTRACTOR, etc.) shall register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the contract. CONSULTANT shall also require that all of its subconsultants register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subconsultants for work performed during the term of the Agreement. Note that pursuant to Section 448.095, F.S., there are no exceptions, and the contractor is required to register and use the E-Verify system.

**END OF SECTION 5** 

### SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

# 6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without

the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

# 6.1.2 Specialty Work: The following Work is designated as Specialty Work:

**Auxiliary Power Unit** 

Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces

Deep Well Installation

**Electrical Work** 

Fencing

**Highway Lighting** 

Installing Pipe or Pipe Liner by Jacking and Boring

Installing Structural Plate Pipe Structure

Landscaping

**Painting** 

Plugging Water Wells

Pressure Grouting

Pumping Equipment

Roadway Signing and Pavement Marking

Riprap

Removal of Buildings

Rumble Strips

Sealing Wells by Injection

Septic Tank and Disposal System

Signalization

**Utility Works** 

Vehicular Impact Attenuator

Water and Sewage Treatment Systems

# 6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

## 6.3 Prosecution of Work

- 6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.
- 6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.
- 6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

# 6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater that the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

- 1. Date delay began;
- 2. Date delay impact was resolved;
- 3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
- 4. Specific critical activities affected and the dates of impact;
- 5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

# 6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit the following documents to CFX either at or prior to the Pre-construction conference.:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities. On Contracts having an original Contract Time of less than 365 calendar days, a CPM schedule, in accordance with section 6.3.3.4, shall be submitted in lieu of a Preliminary Schedule.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the Contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. On Contracts having an original Contract Time of less than 365 calendar days, the schedule shall be submitted at or prior to the Pre-construction conference. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

- 6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:
- A.) ID Number The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.
- B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.

Production Pile installation per bent per structure.

Drilled shaft installation per pier per structure.

Pile caps per bent per structure.

Footings per pier per structure.

Columns per pier per structure.

Caps per pier per structure.

End bents per structure.

Beam or girder erection-span by span per structure.

Diaphragms.

Deck placement-span by span per structure.

Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).

Utility relocation work by utility and by stationing and roadway.

Clearing and grubbing by stationing and roadway.

Excavation by stationing and roadway.

Embankment for each abutment location.

Embankment placed for each roadway by stationing and roadway.

Drainage by run with stationing and roadway.

Box Culvert or other large Pre-cast structure with stationing and roadway.

Reinforced Earth Wall leveling pad per bent per structure.

Reinforced Earth Wall per bent per structure.

Reinforced Earth Wall Coping per bent per structure.

Retaining walls by stationing and roadway.

Stabilization/Subgrade by stationing and roadway.

Limerock Base by stationing and roadway.

Asphalt Base by stationing and roadway.

Curb and Gutter by stationing and roadway.

Structural Pavement (asphalt and/or concrete) by stationing and roadway.

Bridge approach slabs per bridge and roadway.

Guardrail by stationing and roadway.

Slope pavement or riprap by stationing and roadway.

Roadway lighting by stationing and roadway.

Signing for each sign structure by stationing and roadway.

Striping by stationing and roadway.

Traffic signals by stationing and roadway.

Topsoil, sodding, seeding and mulching by stationing and roadway.

Landscaping by stationing and roadway.

Architectural Treatments.

Sound Walls.

Fiber Optic

Concrete Removal and Replacement.

Milling and Resurfacing.

Ponds.

Planter Walls.

Photovoltaic systems.

Integration of Photovoltaic and ITS systems.

Burn-In periods.

Tolls.

## **Building Activities:**

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, GS-103

toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.3.1 shall be entered into the Primavera Project Details window under "Project must finish by".

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a "start no earlier than" constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

- 6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:
- A. Activity ID Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
  - FS -Finish to start
  - SS -Start to start
  - FF -Finish to finish
  - SF -Start to finish This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.
- 6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a "Start On or After" (Early Start) date or "Finish On or Before" (Late Finish) date equal to the "Start No Earlier Than" or "Must Finish By" date specified in the Contract, except as specified below. The Contractor's use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as "Start On" or "Finish On" for the purpose of manipulating float or the use of schedule constraints that violate network logic such "Mandatory Start" or "Mandatory Finish" will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

- B. Calendar 2: shall be used for 7-day workweek activities. No nonwork days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.
- C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.
- D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

#### 6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

### 6.3.3.4.7 Revisions to the Baseline Schedule

- 1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
- 2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
- 3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.3.4.8, unless CFX requests otherwise in writing.
- 4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
- 5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the critical path of the schedule.
- 6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to resubmit the proposed revision to CFX.
- 7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly

- payment requests until the Contractor submits a proposed revision that is accepted by CFX.
- 8. Upon CFX's review and acceptance, the proposed revision shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next baseline schedule update.
- 6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.
- 1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.
Contractor Name.
Complete CFX Contract Number.
Project Description.
Contract Resident Engineer.
Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

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3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.

Changes in Total Float.

Changes in Early and Late Dates.

Changes in Original and Remaining Duration.

Changes in Activity Constraints.

Changes in Activity Predecessors, Successors, Relationship Type, and Lags.

Changes in Activity Resource Assignments.

Changes in Activity Cost Loading.

Changes in Activity percent completion.

Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
- B. Key to identify all components in the bar chart and CPM.
- C. Key to identify all the abbreviations used.
- 4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:
  - A. Activity ID number
  - B. Description of activity
  - C. List of pay items included in activity including:
    - 1. Pay item number
    - 2. Pay item description
    - 3. Quantity of pay item to be applied
    - 4. Unit measure of pay item
    - 5. Unit-price of pay item
    - 6. Total price for pay item to be applied
  - D. Total revenue loading of activity (Sum of "C")
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- 5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.
- 6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.
- 7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:

Contractor name
The complete CFX Project number
The four character P6 project number
Data Date in format -> "01JAN15"
Volume number \_of \_ total volume numbers (e.g., 1 of 5, 2 of 5)

- 8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.
- 6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel (or similar program) on a weekly basis. This schedule shall be submitted in advance of and reviewed at weekly progress meeting.

The look ahead schedule shall show at least one week behind for actual Work performed and two weeks ahead for planned Work. Activity IDs from the currently accepted CPM schedule shall be reflected and all major Work in progress shall be represented on the look ahead schedule. Identify all activities on the critical path.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

# 6.3.3.4.10 Adjustments to Contract Time:

- 1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
- 2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.
- 3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
  - A. The Contractor performed Extra Work that met all of the following conditions:
    - 1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
    - 2. The Extra Work delayed the Contract Completion Date.
    - 3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
  - B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:
    - 1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.
    - 2. The Contractor took every reasonable action to GS-111

prevent the delay.

- 3. The delay impacted one or more activities on the current CPM schedule longest path.
- 4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.
- 6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

- 6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.
- 6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:
- 1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;
- 2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;
- 3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

- 6.3.4 Beginning Work: See Article 6.7 below.
- 6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

# 6.4 Limitations of Operations

Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching

motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way. The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.
- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with

traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any

one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

## 6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All

workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

# 6.6 Temporary Suspension of Contractor's Operations

- 6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.
- 6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.
- 6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.
- 6.6.4 Suspension of Contractor's Operations Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods

regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

### 6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

- 6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.
- 6.7.3 Adjusting Contract Time:
  - 6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:
    - 1. War or other act of public enemies.
    - 2. Riot that would endanger the well-being of Contractor's employees.

- 3. Earthquake.
- 4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
- 5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
- 6. Utility relocation and adjustment Work only if all the following criteria are met:
  - a. Utility work actually affected progress toward completion of Work on the critical path.
  - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
- 7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
- 8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
- 9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

- 1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
- 2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
- 3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

- 6.8 Failure of Contractor to Maintain Satisfactory Progress
  - 6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:
    - 1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
    - 2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
    - 3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

### 6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for any of the following:
  - a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
  - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or:
  - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
  - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
  - e. discontinues the prosecution of the Work or;
  - f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
  - g. fails to pay timely its subcontractors, suppliers or laborers or;
  - h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or:
  - i. becomes insolvent or is declared bankrupt or;
  - j. files for reorganization under the bankruptcy code or;
  - k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
  - 1. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
  - m. makes an assignment for the benefit of creditors or;
  - n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
  - o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX. or;
  - p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

- 1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
- 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- 6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.
- 6.10 Liquidated Damages for Failure to Complete the Work
  - 6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.
  - 6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.
  - 6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

- 6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.
- 6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
- 6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

## 6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

# 6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

**END OF SECTION 6** 

### **SECTION 7 - MEASUREMENT AND PAYMENT**

# 7.1 Measurement of Quantities

- 7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.
- 7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

## 7.1.3 Determination of Pay Areas:

- 7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.
- 7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.
- 7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

# 7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

# 7.2 Scope of Payments.

# 7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15<sup>th</sup> of each month, at the following URL: <a href="https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm">https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm</a>.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

Ai = Fi (Pi - .95 Pb) during a period of decreasing prices.

Ai = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

Fi = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

Pi = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

Ai = Fi (Pi - 1.05 Pb) during a period of increasing prices.

Ai = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

Fi = Total gallons calculated as being used during the month.

Pi = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15<sup>th</sup> of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14<sup>th</sup> of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

\$ Adjustment = (ID)(Gallons)

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of

gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd<sup>2</sup> per inch.

- 7.2.1.2 For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.
- 7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

## 7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

## 7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General

#### Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

#### 7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is

designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

- 7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.
- 7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.
  - 7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:
    - (a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used

on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

## (b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

## (c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.

- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.
- 4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

#### (d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly

related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

#### (e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

#### 7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

## 7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

% Contract Amount Completed	Amount Retained
0 to 50	None
50 to 100	5% of value of Work completed exceeding
	50% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.
- 7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast

drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.
- 7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:
  - 1) Partial payments less than \$5,000 for any one month will not be processed.
  - 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
  - 3) Partial payment will not be made for aggregate and base course material received after paying or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paying and base construction after the initial paying operations, partial payments will be reinstated until the paying and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, < supplier > will be liable to the Contractor and the Central Florida Expressway Authority should < supplier > default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.
- 7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due.

CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

## 7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

#### 7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

# 7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

# 7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

## 7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the

Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

# SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

- 8.2 Disadvantaged, Minority and Women Owned Businesses Participation Objective
  - 8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.
  - 8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:
    - (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
      - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
      - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
      - (c) "Asian-Pacific Americans", which includes persons whose origins are GS-143

- from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
- (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
- (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.
- 8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:
  - 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
  - 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
  - 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

- 4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
- 5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.
- 8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:
  - 1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
  - 2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
  - 3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
  - 4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
  - 5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
    - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
    - (b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular GS-145

- dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
- 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
- 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
  - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.
- 8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:
  - 1. the procedures adopted to comply with these special provisions;
  - 2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
  - 3. the dollar value of the contracts awarded to D/M/WBEs;
  - 4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
  - 5. a description of the general categories of contracts awarded to D/M/WBEs;
  - 6. the specific efforts employed to identify and award contracts to D/M/WBEs;
  - 7. maintenance of records of payments and monthly reports to CFX;
  - 8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
  - 9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request for Authorization to Sublet Work. One copy of the certification will be attached to each copy of the Request for Authorization to Sublet Work.

#### **SECTION 9 - BINDING ARBITRATION**

- 9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.
- 9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.
  - The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.
- 9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.
- 9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.
- 9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

**END OF SECTION 9** 

#### SECTION 10 - PARTNERING AND DISPUTES RESOLUTION

#### 10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

## 10.2 Disputes Resolution

## 10.2.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

## 10.2.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

## 10.2.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.
- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

## 10.2.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.
- c. A description by the CEI and the Contractor of Work accomplished since the

last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.

- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

### 10.2.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.
- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.

- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

## 10.2.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

## 10.2.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

### 10.2.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

**END OF SECTION 10** 

#### ATTACHMENT A

# DISPUTES REVIEW BOARD THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into t	his
day of, 20, between the CENTRAL FLORIDA EXPRES	SSWAY
AUTHORITY ("CFX"), ("Contractor") and the DIS	
REVIEW BOARD ("Board"), consisting of three members:	,
and ("Members").	
WHEREAS, CFX is now engaged in the construction of the, a	nd
WHEREAS, the contract ("Contract") provides for the estab	lishment
and operation of the Board to assist in resolving disputes and claims.	
NOW, THEREFORE, in consideration of the terms, conditions, covenants and perf contained herein (or attached, incorporated and made a part hereof), the parties agree as herein.	

#### I DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

## II SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. <u>Third Board Member Selection</u>. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

- B. <u>Procedures</u>. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.
- C. <u>Furnishing Documents</u>. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.
- D. <u>Site Visits</u>. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. <u>Board Consideration of Disputes or Claims</u>. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

- F. <u>Miscellaneous Board Responsibilities</u>. In addition to the matters set forth above:
  - 1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
  - 2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
  - 3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.
- G. <u>Board Member Replacement</u>. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the

original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

## III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

# IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

- A. <u>Contract Related Documents</u>. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.
- B. <u>Coordination and Services</u>. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

## V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

## VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

### A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars (\$1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. <u>Inspection of Costs Records</u>. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

### VII ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

### VIII TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

### IX LEGAL RELATIONS

- A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.
- B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.
- C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

### X ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

### XI NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

### XII NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The

Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWA	AY AUTHORITY
By:	_
Print Name:	
Title:	
BOARD:	
DISPUTES REVIEW BOARD	
Ву:	_
Print Name:	
By:	_
Print Name:	
By:	<u> </u>
Print Name:	
CONTRACTOR:	
By:	_
Print Name:	
Title:	

#### **APPENDIX**

### PROCEDURE GUIDELINES

### 1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

### 2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

### 3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

## CONSENT AGENDA ITEM #6

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### MEMORANDUM

TO: **CFX Board Members** 

Aneth Williams FROM:

Director of Procurement

DATE: July 23, 2024

SUBJECT: Approval of Contract Award to Chinchor Electric, Inc. for

Systemwide All Electronic Tolling (AET) Signing & Pavement Markings

Project No. 599-669, Contract No. 002105

An Invitation to Bid for the above referenced project was advertised on June 23, 2024. Three (3) responses were received by the July 23, 2024 deadline.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Chinchor Electric, Inc.	\$5,432,100.00
2.	Highway Safety Devices, Inc.	\$5,895,473.40
3.	Traffic Control Devices, LLC	\$6,004,000.00

The engineer's estimate for this project is \$5,541,019.95. Included in the Five-Year Work Plan is \$3,251,000.00.

The work to be performed includes installing, removing, and relocating signage and pavement markings for the AET project.

Board award of the contract to Chinchor Electric, Inc. in the amount of \$5,432,100.00 is requested.

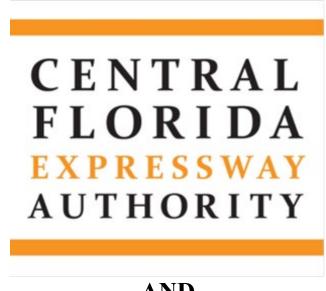
This contract is included in the Five-Year Work Plan.

Reviewed by: Dana Chester, PE

Director of Engineering

Glenn Pressimone, PE

# **CONTRACT**



### AND

## CHINCHOR ELECTRIC, INC.

SYSTEMWIDE AET SIGNING & PAVEMENT MARKINGS

**PROJECT NO. 599-669** CONTRACT NO. 002105

**CONTRACT AMOUNT: \$5,432,100.00** 

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, ADDENDA, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, ADDENDA, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

**FOR** 

SYSTEMWIDE AET SIGNING & PAVEMENT MARKINGS
PROJECT NO. 599-669, CONTRACT NO. 002105

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#### CONTRACT

This Contract No. 002105 (the "Contract"), is made and entered into by the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and CHINCHOR ELECTRIC, INC., a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 1460 S. Leavitt Ave., Orange City, FL. 32763, hereinafter "the CONTRACTOR.":

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 599-669, Contract No. 002105, Systemwide AET Signing & Pavement Markings, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 225 calendar days. The Contract Amount is \$5,432,100.00. This Contract was awarded by the Governing Board of CFX at its meeting on August 8, 2024.

#### The Contract Documents consist of:

- 1. The Contract.
- 2. The Memorandum of Agreement,
- 3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans, or other Contract Documents,
- 4. The Plans,
- 5. The Special Provisions,
- 6. The Technical Specifications,
- 7. The General Specifications,
- 8. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

Central Florida l authorized to exe	Expressway cute the san	EREOF, the parties hereto Authority, signing by and the by Board action on the ts	d through its Director of 8th day of August 2024	of Procurement, 4, and <u>Chinchor</u>
	CEN	TRAL FLORIDA EXPRES	SSWAY AUTHORITY	
	By:	Direc	oton of Duo overane ant	
		Direc	ctor of Procurement	
			ams	
		Print	Name	
	DATE			
	CHIN	CHOR ELECTRIC, INC.		
	By:			
	, <u> </u>	Sign	ature	
		Print	Name	
		Title		
		ATTEST:		_ (Seal)
		DATE:		
	Appro	oved as to form and execut	ion, only.	
		General Counsel fo	r CFX	
				_
		Angele I Weller		
		Angela J. Wallace	₽	<u></u>

Print Name

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### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **GENERAL SPECIFICATIONS**

#### **SECTION 1 - ABBREVIATIONS AND DEFINITIONS**

#### 1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

#### 1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN American Association of Nurserymen, Inc.

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AGC The Associated General Contractors of America, Inc.

AGMA American Gear Manufacturers Association

AIA American Institute of Architects
AISI American Iron and Steel Institute
ANSI American National Standards Institute
AREA American Railway Engineering Association
ASCE American Society of Civil Engineers

ASME American Society of Mechanical Engineers
ASTM American Society for Testing and Materials

AWG American Wire Gauge

AWPA American Wood Preservers Association

AWS American Welding Society

AWWA American Water Works Association
CRSI Concrete Reinforcing Steel Institute
EASA Electrical Apparatus Service Association

EPA Environmental Protection Agency of the United States Government

FDOT Florida Department of Transportation FHWA Federal Highway Administration

FNGLA Florida Nursery, Growers and Landscape Association

FSS Federal Specifications and Standards

IEEE Institute of Electrical and Electronics Engineers

IES Illuminating Engineering Society

IPCEA Insulated Power Cable Engineers Association ISO International Organization for Standards

MASH AASHTO Manual for Assessing Safety Hardware MUTCD Manual on Uniform Traffic Control Devices

NEC National Electrical Code

NEMA National Electrical Manufacturers Association

NFPA National Fire Protection Association

NIST National Institute for Standards and Technology NOAA National Oceanic and Atmospheric Administration OSHA Occupational Safety and Health Administration

SAE Society of Automotive Engineers
SI International System of Units
SSPC The Society for Protective Coatings

UL Underwriters' Laboratories

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method, or other code or recommendation of the organization so shown.

#### 1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

- 1.3.1 **Advertisement** The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as "Notice to Contractors," or "Notice to Bidders."
- 1.3.2 **Addendum** A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections
- 1.3.3 **Article** The prime subdivision of a Section of the General and/or Technical Specifications.
- 1.3.4 **Bid** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.
- 1.3.5 **Bidder** An individual, firm, or corporation submitting a proposal for the proposed work.

- 1.3.6 **Bridge** A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multispan box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.
- 1.3.7 **Calendar Day** Every day shown on the calendar, ending and beginning at midnight.
- 1.3.8 **CFX** The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.
- 1.3.9 **Construction Engineering & Inspection (CEI) Consultant** The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.
- 1.3.10 **Consultant** The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.
- 1.3.11 **Contract** The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
- 1.3.12 **Contract Bond** The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.
- 1.3.13 **Contract Claim (Claim)** A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.
- 1.3.14 Contract Documents The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental

agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Standard Plans (edition per plans).

- 1.3.15 **Contract Price** The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.
- 1.3.16 **Contract Time** The number of calendar days allowed for completion of the Work including authorized time extensions.
- 1.3.17 **Contractor** The person, firm, or corporation with whom CFX has entered into the Contract.
- 1.3.18 **Contractor's Engineer of Record** A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

- 1.3.19 **Controlling Work Items** The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.
- 1.3.20 **Culverts** Any structure not classified as a bridge, which provides an opening under the roadway.

- 1.3.21 **Delay** With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.
- 1.3.22 **Director of Construction** Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.
- 1.3.23 **Engineer** The term as may be used in various documents is understood to mean CFX or designated representative.
- 1.3.24 **Engineer of Record** The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.
- 1.3.25 **Equipment** The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.
- 1.3.26 **Executive Director** Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority
- 1.3.27 **Extra Work** Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."
- 1.3.28 **Federal, State, and Local Rules and Regulations -** The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.
- 1.3.29 **Force Account** Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

- 1.3.30 **Highway, Street, or Road** A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.
- 1.3.31 Holidays Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.
- 1.3.32 **Inspector** An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.
- 1.3.33 **Invitation to Bid** The invitation by which the Contractor submitted its Bid for the Work.
- 1.3.34 **Laboratory** A Testing facility certified with the Florida Department of Transportation.
- 1.3.35 **Major Item of Work** Any item of Work having an original Contract value in excess of 5% of the original Contract amount.
- 1.3.36 **Materials** Any substances to be incorporated in the Work.
- 1.3.37 **Median** The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.
- 1.3.38 **Memorandum of Agreement** A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.
- 1.3.39 **Notice to Proceed** A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.
- 1.3.40 **Plans** The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

- 1.3.41 **Project** The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
- 1.3.42 **Public Construction Bond** The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.
- 1.3.43 **Resident Engineer** The authorized representative of the CEI who may be assigned to the site or any part thereof.
- 1.3.44 **Right of Way** The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.
- 1.3.45 **Roadbed** That portion of the roadway occupied by the subgrade and shoulders.
- 1.3.46 **Roadway** The portion of a highway within the limits of construction.
- 1.3.47 **Shop Drawings** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.
- 1.3.48 **Shoulder** That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.
- 1.3.51 **Special Event** Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.
- 1.3.49 **Special Provisions** Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.
- 1.3.50 Specialty Engineer A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative

Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

- 1. Registration as a Professional Engineer in the State of Florida
- 2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.
- 1.3.52 **Specifications** The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.
- 1.3.53 **Standard Plans** "Standard Plans for Road and Bridge Construction", an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.
- 1.3.54 **Standard Specifications** The FDOT Standard Specifications for Road and Bridge Construction, 2023-24 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.
- 1.3.55 State State of Florida
- 1.3.56 **Subarticle** Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.
- 1.3.57 **Subgrade** That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

- 1.3.58 **Subcontractor** An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.
- 1.3.59 **Substantial Completion** The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;
  - 1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
  - 2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
  - 3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
  - 4. All pavement areas are complete and final signing and striping in place.
  - 5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
  - 6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
  - 7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
  - 8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
  - 9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion of the Project or waive any part of the Contract provisions.

- 1.3.60 **Substructure** All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.
- 1.3.61 **Superintendent** The Contractor's authorized representative responsible and in charge of the Work.
- 1.3.62 **Superstructure** The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

- 1.3.63 **Supplemental Agreement** A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.
- 1.3.64 **Surety** The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.
- 1.3.65 Supplier A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.
- 1.3.66 **Technical Specifications** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.
- 1.3.67 **Travel Way** The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.
- 1.3.68 **Unilateral Adjustment** A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.
- 1.3.69 **Work** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.
- 1.3.70 **Working Day -** Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.
- 1.3.71 **Work Order Allowance** A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

#### SECTION 2 - SCOPE OF WORK

### 2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

### 2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

### 2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

- A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

2.3.2 Increase, Decrease, or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its

sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

- 2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:
- (a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

### Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

<sup>\*</sup>Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

- (b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- (c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment", as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

- (1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
- (2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- (3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- (4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

- (d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:
  - (1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.
    - (i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.
    - (ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.
  - (2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for a time extension due to delay of a controlling work item caused solely by CFX, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

- 2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.
- 2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

- a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,
- b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,
- c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.
- 2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis, and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

- 2.3.8 Connections to Existing Pavements, Drives, and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.
  - For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Standard Plans identified in the Contract Documents.
- 2.3.9 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

2.3.10 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

## 2.3.11 Cost Savings Initiative Proposal

2.3.11.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

- 2.3.11.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:
  - 1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
  - 2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
  - 3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
  - 4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

- 5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
- 6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.
- 2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.11.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

- 2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:
  - 1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.
  - 2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.
  - 3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.
- 2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.
- 2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

## 2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation, and resolution of the claim.

#### 2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent

to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances. CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

- 2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:
  - (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
  - (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
  - (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
  - (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
  - (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
    - (1) documented additional job site labor expenses;
    - (2) documented additional cost of Materials and supplies;
    - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
    - (4) any other additional direct costs or damages and the documents in support thereof;
    - (5) any additional indirect costs or damages and all documentation in support thereof;
  - (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

## 2.4.5 Compensation for Extra Work or Delay:

- 2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.
- 2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.
- 2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

- 2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.
- 2.4.7 Claims for Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.
- 2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.
- 2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:
  - a. Loss of profit, incentives, or bonuses;
  - b. Any claim for other than Extra Work or delay;
  - c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
  - d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
  - e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

- 2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.
- 2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.
- 2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.
- 2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

- 1. Daily time sheets and superintendent's daily reports and diaries;
- 2. Insurance, welfare and benefits records;
- 3. Payroll registers;
- 4. Earnings records;
- 5. Payroll tax returns;
- 6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
- 7. Materials cost distribution worksheets;
- 8. Equipment records (list of company owned, rented or other Equipment used)
- 9. Vendor rental agreements and subcontractor invoices;
- 10. Subcontractor payment certificates;
- 11. Canceled checks for the project, including payroll and vendors;
- 12. Job cost reports;
- 13. Job payroll ledgers;
- 14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
- 15. Cash disbursements journal;
- 16. Financial statements for all years reflecting the operations on the Project;
- 17. Income tax returns for all years reflecting the operations on the Project;
- 18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
- 19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
- 20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
- 21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
- 22. Electronic Payment Transfers and like records

#### 2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

## 2.6 Right To and Use of Materials Found at the Site of the Work

- 2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.
- 2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

# 2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

**END OF SECTION 2** 

#### **SECTION 3 - CONTROL OF WORK**

# 3.1 Plans and Working Drawings

- 3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.
- 3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

# 3.1.4 Shop Drawings

#### 3.1.4.1. Definitions:

- (a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.
- (b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.
- (c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

- (d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.
- (e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.

Structurally continuous superstructures with spans over 150 feet.

Steel box and plate girder bridges.

Steel truss bridges.

Concrete segmental and longitudinally post-tensioned continuous girder bridges.

Cable stayed or suspension bridges.

Curved girder bridges.

Arch bridges.

Tunnels.

Movable bridges (specifically electrical and mechanical components).

Rehabilitation, widening or lengthening of any of the above.

- (f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.
- (g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.
- (h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.
- (i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

- (j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.
- 3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

- (a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.
- (b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.
- (c) Building Structures.
- (d) Contractor Originated Re-Design.
- (e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.
- (f) Special Erection Equipment.
- (g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

## 3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, .... 12 of 12).

All documents shall be submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

- 3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.
  - 3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.
  - 3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.
  - 3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.
  - 3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.
  - 3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.
  - 3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

- 3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.
- 3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.
- 3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.
- 3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.5.11 Erection Plan: Submit, for the Engineer's review, an Erection Plan that meets the specific requirements of Sections 450, 452, 460 and this section. Refer to the Standard Plans, Index 102-600 for construction activities not permitted over traffic.

#### 3.1.4.6 Certifications:

- 3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.
- 3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer

who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

- 3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.
- 3.1.4.6.4 Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to the Engineer at least four weeks prior to erection commencing. Include, as part of this submittal, signed and sealed calculations and details for any falsework, bracing, or other connection supporting the structural elements shown in the erection plan. Unless otherwise specified in the Contract Documents, erection plans are not required for simple span precast prestressed concrete girder bridges with spans of 170 feet or less.

At least two weeks prior to beginning erection, conduct a Pre-erection meeting to review details of the plan with the Specialty Engineer that signed and sealed the plan, and any Specialty Engineers that may inspect the work and the Engineer.

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer or a designee has inspected the erected member. Ensure that the Specialty Engineer has submitted a written certification to the Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

For structures without temporary supports but with temporary girder bracing systems, perform, as a minimum, weekly inspections of the bracing until all the diaphragms and cross frames are in place. For structures with temporary supports, perform daily inspections until the temporary supports are no longer needed as indicated in the erection plans. Submit written documentation of the inspections to the Engineer within 24 hours of the inspection.

3.1.4.6.5 Crane Pad: For all erection plans required by Section 3 and all planned lifts with the potential to influence a MSE wall or other structure (either new, to remain, or to be removed) provide a signed and sealed evaluation of the crane pad, embankment, and MSE wall/structure stability.

# 3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier, etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/resubmittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45 day and 30 day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

- 3.1.4.7.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.
- 3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.
- 3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

#### 3.1.4.9 Other Requirements for Shop Drawings for Bridges:

- 3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.
- 3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

- 3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:
  - (1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)
  - (2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.
  - (3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)
  - (4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)
  - (5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)
  - (6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).
  - (7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.

The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

# 3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

- 1. The Contract,
- 2. The Memorandum of Agreement,
- 3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions (if any), Plans or other Contract Documents,
- 4. The Plans,
- 5. The Special Provisions,
- 6. The Technical Special Provisions (if any),
- 7. The Technical Specifications,
- 8. The General Specifications,
- 9. The Standard Specifications,
- 10. The Standard Plans, and
- 11. The Proposal.

Computed dimensions shall govern over scaled dimensions.

# 3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work. Retainage will not be released by CFX until the marked-up pdf and records have been submitted and accepted by the CEI.

## 3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans,

Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

#### 3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

- 3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.
- 3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.
- 3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.
- 3.5.1.4 Prepare final record drawings.
- 3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving

of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

# 3.6 Engineering and Layout

## 3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

# 3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

#### 3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

#### 3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

### 3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

### 3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

- 1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
- 2. Describe the manufacturer, model, and software version of the GNSS equipment.
- 3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
- 4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
- 5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
- 6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project's most up-to-date GNSS Work Plan at the project site.

#### 3.6.7 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

# 3.7 Contractor's Supervision

#### 3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

## 3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

## 3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other local law enforcement agencies. A copy of these submittals shall also be provided to

the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

## 3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: <a href="http://www.motadmin.com/find-a-training-provider.aspx">http://www.motadmin.com/find-a-training-provider.aspx</a>

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and other activities deemed necessary for Project maintenance and safety.

#### 3.8 General Inspection Requirements

#### 3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering

or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

# 3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

#### 3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

## 3.9 Final Inspection and Acceptance

# 3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

#### 3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection, it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as punch lists.

#### 3.9.3 Final Inspection

When, in the opinion of the Contractor, all Materials have been furnished, all Work has been performed and the construction contemplated by the Contract has been satisfactorily completed, the Contractor shall request that the CEI make the final inspection.

### 3.9.4 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

### 3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

#### 3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or

arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

#### 3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

- 1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.
- 2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
- 3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
- 4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract

has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

# 3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

**END OF SECTION 3** 

#### **SECTION 4 - CONTROL OF MATERIALS**

# 4.1 Acceptance Criteria

- 4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.
- 4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

- 4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.
- 4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.
- 4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.
- 4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

#### 4.1.3 Certification:

- 4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.
- 4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.
- 4.1.3.3 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: <a href="https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm">https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm</a>. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.
- 4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.
- 4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

- 4.3 Source of Supply and Quality Requirements
  - 4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials

proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

- 4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.
  - 4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.
- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

- 4.4 Inspection and Tests at Source of Supply
  - 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

- 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.
- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

## 4.5 Storage of Materials and Samples

- 4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.
- 4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.
- 4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.
- 4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

#### 4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of

the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

**END OF SECTION 4** 

### SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

#### 5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, board members, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, bylaws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

- 5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.
- 5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.
- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

#### 5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

#### 5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, board members, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

## 5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

# 5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

# 5.6 Control of the Contractor's Equipment

- 5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.
- 5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
  - 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
    - a) Operating on or crossing over completed bridge structures.
    - b) Operating on or crossing over partially completed bridge structures.
  - 2) Equipment within legal load limits:
    - a) Operating on or crossing over partially completed bridge structures.
  - 3) Construction cranes:
    - a) Operating on completed bridge structures.
    - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

# 5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

### 5.8 Use of Explosives

The use of explosives will not be allowed.

### 5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

- 5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.
- 5.9.3 Contractor's Use of Streets and Roads
  - 5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.
  - 5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.
  - 5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

## 5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

#### 5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

- 2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.
- 3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.
- 4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

- 5.10 Responsibility for Damages, Claims, etc.
  - 5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, board members, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, board members, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

## 5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9

below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance and endorsement evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance and endorsements are in compliance with the requirements.

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

<b>Contract Amount</b>	Workers' Comp	General Liability	Automobile
		(per occurrence/ aggregate)	Liability
Up to \$3 million	Statutory	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than through the applicable statutes of limitation and period of repose under Florida law.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.6 Builder's Risk: If this Contract includes: (1) construction of any new buildings, (2) any addition, improvement, alteration, or repair to existing buildings, or (3) the installation of machinery or equipment into any existing buildings, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the buildings plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the buildings.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the buildings. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

5.11.7 Railroad Insurance: If the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage

of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
  - 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

# 3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000 General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Total D-B Contract Price Minimum Coverage Limits

Up to \$30 Million \$1 Million coverage \$30 to \$75 Million \$2 Million coverage More than \$75 Million \$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	1 0	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

### 5.12 Contract Bond (Public Construction Bond) Required

- 5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.
- 5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

## 5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

# 5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

## 5.15 Scales for Weighing Materials

- 5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.
- 5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.
- 5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

#### 5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

### 5.17 Regulations of Air Pollution

- 5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.
- 5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance

with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

- 5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.
- 5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

#### 5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

#### 5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

## 5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

#### 5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

#### 5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

# 5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

#### 5.24 Unauthorized Aliens

Contractor warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Contract and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of the Contract, CFX may immediately and unilaterally terminate the Contract for cause.

#### 5.25 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

## 5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

#### 5.27 Convicted Vendor List

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

### 5.28 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

#### 5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract will remain in full force and effect and

will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

# 5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

# 5.31 E-Verify

CONSULTANT (or VENDOR or CONTRACTOR, etc.) shall register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the contract. CONSULTANT shall also require that all of its subconsultants register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subconsultants for work performed during the term of the Agreement. Note that pursuant to Section 448.095, F.S., there are no exceptions, and the contractor is required to register and use the E-Verify system.

**END OF SECTION 5** 

#### SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

# 6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without

the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

### 6.1.2 Specialty Work: The following Work is designated as Specialty Work:

**Auxiliary Power Unit** 

Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces

Deep Well Installation

**Electrical Work** 

Fencing

**Highway Lighting** 

Installing Pipe or Pipe Liner by Jacking and Boring

Installing Structural Plate Pipe Structure

Landscaping

**Painting** 

Plugging Water Wells

Pressure Grouting

Pumping Equipment

Roadway Signing and Pavement Marking

Riprap

Removal of Buildings

Rumble Strips

Sealing Wells by Injection

Septic Tank and Disposal System

Signalization

**Utility Works** 

Vehicular Impact Attenuator

Water and Sewage Treatment Systems

# 6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

#### 6.3 Prosecution of Work

- 6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.
- 6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.
- 6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

## 6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater that the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

- 1. Date delay began;
- 2. Date delay impact was resolved;
- 3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
- 4. Specific critical activities affected and the dates of impact;
- 5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

## 6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

### 6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit the following documents to CFX either at or prior to the Pre-construction conference.:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities. On Contracts having an original Contract Time of less than 365 calendar days, a CPM schedule, in accordance with section 6.3.3.4, shall be submitted in lieu of a Preliminary Schedule.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the Contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. On Contracts having an original Contract Time of less than 365 calendar days, the schedule shall be submitted at or prior to the Pre-construction conference. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

- 6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:
- A.) ID Number The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.
- B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.

Production Pile installation per bent per structure.

Drilled shaft installation per pier per structure.

Pile caps per bent per structure.

Footings per pier per structure.

Columns per pier per structure.

Caps per pier per structure.

End bents per structure.

Beam or girder erection-span by span per structure.

Diaphragms.

Deck placement-span by span per structure.

Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).

Utility relocation work by utility and by stationing and roadway.

Clearing and grubbing by stationing and roadway.

Excavation by stationing and roadway.

Embankment for each abutment location.

Embankment placed for each roadway by stationing and roadway.

Drainage by run with stationing and roadway.

Box Culvert or other large Pre-cast structure with stationing and roadway.

Reinforced Earth Wall leveling pad per bent per structure.

Reinforced Earth Wall per bent per structure.

Reinforced Earth Wall Coping per bent per structure.

Retaining walls by stationing and roadway.

Stabilization/Subgrade by stationing and roadway.

Limerock Base by stationing and roadway.

Asphalt Base by stationing and roadway.

Curb and Gutter by stationing and roadway.

Structural Pavement (asphalt and/or concrete) by stationing and roadway.

Bridge approach slabs per bridge and roadway.

Guardrail by stationing and roadway.

Slope pavement or riprap by stationing and roadway.

Roadway lighting by stationing and roadway.

Signing for each sign structure by stationing and roadway.

Striping by stationing and roadway.

Traffic signals by stationing and roadway.

Topsoil, sodding, seeding and mulching by stationing and roadway.

Landscaping by stationing and roadway.

Architectural Treatments.

Sound Walls.

Fiber Optic

Concrete Removal and Replacement.

Milling and Resurfacing.

Ponds.

Planter Walls.

Photovoltaic systems.

Integration of Photovoltaic and ITS systems.

Burn-In periods.

Tolls.

### **Building Activities:**

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, GS-103

toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.3.1 shall be entered into the Primavera Project Details window under "Project must finish by".

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a "start no earlier than" constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

- 6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:
- A. Activity ID Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
  - FS -Finish to start
  - SS -Start to start
  - FF -Finish to finish
  - SF -Start to finish This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.
- 6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a "Start On or After" (Early Start) date or "Finish On or Before" (Late Finish) date equal to the "Start No Earlier Than" or "Must Finish By" date specified in the Contract, except as specified below. The Contractor's use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as "Start On" or "Finish On" for the purpose of manipulating float or the use of schedule constraints that violate network logic such "Mandatory Start" or "Mandatory Finish" will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

- B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.
- C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.
- D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

### 6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for activities being performed out of sequence, adjusting resource GS-106

allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

#### 6.3.3.4.7 Revisions to the Baseline Schedule

- 1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
- 2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
- 3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.3.4.8, unless CFX requests otherwise in writing.
- 4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
- 5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the critical path of the schedule.
- 6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to resubmit the proposed revision to CFX.
- 7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly GS-107

payment requests until the Contractor submits a proposed revision that is accepted by CFX.

- 8. Upon CFX's review and acceptance, the proposed revision shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next baseline schedule update.
- 6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.
- 1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.
Contractor Name.
Complete CFX Contract Number.
Project Description.
Contract Resident Engineer.
Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.

Changes in Total Float.

Changes in Early and Late Dates.

Changes in Original and Remaining Duration.

Changes in Activity Constraints.

Changes in Activity Predecessors, Successors, Relationship Type, and Lags.

Changes in Activity Resource Assignments.

Changes in Activity Cost Loading.

Changes in Activity percent completion.

Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
- B. Key to identify all components in the bar chart and CPM.
- C. Key to identify all the abbreviations used.
- 4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:
  - A. Activity ID number
  - B. Description of activity
  - C. List of pay items included in activity including:
    - 1. Pay item number
    - 2. Pay item description
    - 3. Quantity of pay item to be applied
    - 4. Unit measure of pay item
    - 5. Unit-price of pay item
    - 6. Total price for pay item to be applied
  - D. Total revenue loading of activity (Sum of "C")
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- 5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.
- 6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.
- 7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:

Contractor name
The complete CFX Project number
The four character P6 project number
Data Date in format -> "01JAN15"
Volume number \_of \_ total volume numbers (e.g., 1 of 5, 2 of 5)

- 8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.
- 6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel (or similar program) on a weekly basis. This schedule shall be submitted in advance of and reviewed at weekly progress meeting.

The look ahead schedule shall show at least one week behind for actual Work performed and two weeks ahead for planned Work. Activity IDs from the currently accepted CPM schedule shall be reflected and all major Work in progress shall be represented on the look ahead schedule. Identify all activities on the critical path.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

### 6.3.3.4.10 Adjustments to Contract Time:

- 1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
- 2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.
- 3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
  - A. The Contractor performed Extra Work that met all of the following conditions:
    - 1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
    - 2. The Extra Work delayed the Contract Completion Date.
    - 3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
  - B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:
    - 1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.
    - 2. The Contractor took every reasonable action to GS-111

prevent the delay.

- 3. The delay impacted one or more activities on the current CPM schedule longest path.
- 4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.
- 6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

- 6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.
- 6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:
- 1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;
- 2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;
- 3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

- 6.3.4 Beginning Work: See Article 6.7 below.
- 6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

# 6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching

motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way. The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.
- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with

traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any

one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

### 6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All

workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

## 6.6 Temporary Suspension of Contractor's Operations

- 6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.
- 6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.
- 6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.
- 6.6.4 Suspension of Contractor's Operations Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods

regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

#### 6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

- 6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.
- 6.7.3 Adjusting Contract Time:
  - 6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:
    - 1. War or other act of public enemies.
    - 2. Riot that would endanger the well-being of Contractor's employees.

- 3. Earthquake.
- 4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
- 5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
- 6. Utility relocation and adjustment Work only if all the following criteria are met:
  - a. Utility work actually affected progress toward completion of Work on the critical path.
  - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
- 7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
- 8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
- 9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

- 1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
- 2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
- 3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

- 6.8 Failure of Contractor to Maintain Satisfactory Progress
  - 6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:
    - 1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
    - 2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
    - 3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

#### 6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for any of the following:
  - a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
  - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or:
  - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
  - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
  - e. discontinues the prosecution of the Work or;
  - f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
  - g. fails to pay timely its subcontractors, suppliers or laborers or;
  - h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or:
  - i. becomes insolvent or is declared bankrupt or;
  - j. files for reorganization under the bankruptcy code or;
  - k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
  - 1. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
  - m. makes an assignment for the benefit of creditors or;
  - n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
  - o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX. or;
  - p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

- 1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
- 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- 6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.
- 6.10 Liquidated Damages for Failure to Complete the Work
  - 6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.
  - 6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.
  - 6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

- 6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.
- 6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
- 6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

### 6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

# 6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

**END OF SECTION 6** 

#### **SECTION 7 - MEASUREMENT AND PAYMENT**

### 7.1 Measurement of Quantities

- 7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.
- 7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

### 7.1.3 Determination of Pay Areas:

- 7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.
- 7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.
- 7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

## 7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

# 7.2 Scope of Payments.

## 7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15<sup>th</sup> of each month, at the following URL: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

Ai = Fi (Pi - .95 Pb) during a period of decreasing prices.

Ai = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

Fi = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

Pi = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

Ai = Fi (Pi - 1.05 Pb) during a period of increasing prices.

Ai = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

Fi = Total gallons calculated as being used during the month.

Pi = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15<sup>th</sup> of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14<sup>th</sup> of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

\$ Adjustment = (ID)(Gallons)

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of

gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd² per inch.

- 7.2.1.2 For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.
- 7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

# 7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

## 7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General

### Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

#### 7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is

designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

- 7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.
- 7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.
  - 7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:
    - (a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used

on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

# (b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

# (c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.

- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.
- 4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

#### (d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly

related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

## (e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

#### 7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

# 7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

% Contract Amount Completed	Amount Retained
0 to 50	None
50 to 100	5% of value of Work completed exceeding
	50% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.
- 7.6.4 Partial Payments for Delivery of Certain Materials:
  - 7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast

drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.
- 7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:
  - 1) Partial payments less than \$5,000 for any one month will not be processed.
  - 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
  - 3) Partial payment will not be made for aggregate and base course material received after paying or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paying and base construction after the initial paying operations, partial payments will be reinstated until the paying and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, < supplier > will be liable to the Contractor and the Central Florida Expressway Authority should < supplier > default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.
- 7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due.

CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

## 7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

#### 7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

# 7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

# 7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

## 7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the

Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

# SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

- 8.2 Disadvantaged, Minority and Women Owned Businesses Participation Objective
  - 8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.
  - 8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:
    - (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
      - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
      - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
      - (c) "Asian-Pacific Americans", which includes persons whose origins are GS-143

- from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
- (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
- (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.
- 8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:
  - 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
  - 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
  - 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

- 4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
- 5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.
- 8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:
  - 1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
  - 2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
  - 3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
  - 4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
  - 5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
    - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
    - (b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular GS-145

- dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
- 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
- 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
  - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.
- 8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:
  - 1. the procedures adopted to comply with these special provisions;
  - 2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
  - 3. the dollar value of the contracts awarded to D/M/WBEs;
  - 4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
  - 5. a description of the general categories of contracts awarded to D/M/WBEs;
  - 6. the specific efforts employed to identify and award contracts to D/M/WBEs;
  - 7. maintenance of records of payments and monthly reports to CFX;
  - 8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
  - 9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request for Authorization to Sublet Work. One copy of the certification will be attached to each copy of the Request for Authorization to Sublet Work.

#### **SECTION 9 - BINDING ARBITRATION**

- 9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.
- 9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.
  - The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.
- 9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.
- 9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.
- 9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

**END OF SECTION 9** 

#### SECTION 10 - PARTNERING AND DISPUTES RESOLUTION

#### 10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

# 10.2 Disputes Resolution

# 10.2.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

## 10.2.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

## 10.2.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.
- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

# 10.2.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.
- c. A description by the CEI and the Contractor of Work accomplished since the

last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.

- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

## 10.2.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.
- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.

- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

# 10.2.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

## 10.2.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

## 10.2.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

**END OF SECTION 10** 

#### ATTACHMENT A

# DISPUTES REVIEW BOARD THREE PARTY AGREEMENT

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J	IIIIS IIIKEE I AKI I AGKEEMIEI	vi (Agreement)	made and em	
	DRITY ("CFX"), 20, between			
REVIE	W BOARD ("Board"), consisting and	g of three member	ers:	,
V	WHEREAS, CFX is now engaged in the	ne construction of the	ne	, and
	WHEREAS, the ration of the Board to assist in resolving			r the establishment
	NOW, THEREFORE, in consideration ed herein (or attached, incorporated an		*	±

### I DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

# II SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

- B. <u>Procedures</u>. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.
- C. <u>Furnishing Documents</u>. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.
- D. <u>Site Visits</u>. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. <u>Board Consideration of Disputes or Claims</u>. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

- F. <u>Miscellaneous Board Responsibilities</u>. In addition to the matters set forth above:
  - 1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
  - 2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
  - 3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.
- G. <u>Board Member Replacement</u>. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the

original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

# III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

# IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

- A. <u>Contract Related Documents</u>. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.
- B. <u>Coordination and Services</u>. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

# V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

# VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

#### A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars (\$1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. <u>Inspection of Costs Records</u>. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

#### VII ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

#### VIII TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

#### IX LEGAL RELATIONS

- A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.
- B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.
- C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

#### X ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

#### XI NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

#### XII NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The

Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:	
CENTRAL FLORIDA EXPRESS	WAY AUTHORI
By:	
Print Name:	
Title:	_
BOARD:	
DISPUTES REVIEW BOARD	
By:Print Name:	
Print Name:	
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By:	
Print Name:	
CONTRACTOR:	
By:	
Print Name:	
Title:	

#### **APPENDIX**

#### PROCEDURE GUIDELINES

#### 1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

#### 2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

#### 3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

# CONSENT AGENDA ITEM #7



#### **MEMORANDUM**

TO: Central Florida Expressway Authority Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti

AR PIZZ

DATE: July 16, 2024

SUBJECT: Internal Audit Reports

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Attached, please find the following Internal Audit reports as reviewed and accepted by the Central Florida Expressway Authority Audit Committee on July 11, 2024.

- 1. Fiscal 2024 Microsoft Cloud Security Review
- 2. Fiscal 2025 Internal Audit Plan and Risk Assessment





# MICROSOFT CLOUD SECURITY REVIEW

June 2024

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **EXECUTIVE SUMMARY**

### Overview / Objectives / Scope and Approach

#### Overview

In accordance with the Central Florida Expressway Authority ("CFX") 2024 Audit Plan, Internal Audit ("IA") performed an assessment of CFX's Microsoft cloud computing architecture, and included evaluating the strategy, capabilities, operations, and processes against leading practices. Internal Audit also reviewed CFX's strategy in determining what data is stored in the cloud as well the controls utilized to maintain its integrity and availability.

#### **Objectives**

The objectives of this audit were to (1) assess CFX's Microsoft Cloud computing architecture, including Microsoft 365, Azure, and the Customer Relationship Management ("CRM" or "CE") Application that runs within Microsoft Dynamics 365 application, and (2) evaluate the strategy used in determining what data is stored in the cloud.

#### **Project Scope and Approach**

This audit was performed using a three-phased approach as outlined below, by leveraging Microsoft 365 / Azure security best practices along with Center for Internet Security ("CIS") benchmarks to assess CFX's cloud usage:

- **1. Microsoft 365** Evaluated authentication and authorization procedures (i.e. Multifactor authentication, Sign-in frequency is limited, etc.), as well as Exchange Online security controls (i.e. phishing, malicious attachments, spam filtering, and Data Loss Prevention).
- 2. **Microsoft Azure** Evaluated authentication and authorization procedures (i.e. password reset notification, conditional access policies, Azure role-based access control, etc.), as well as how Azure activity logs being monitored through Sentinel or another SIEM tool.
- 3. CRM Application Design and Management Evaluated the CRM Architecture and Design documentation against best practices and approved design requirements, reviewed currently deployed infrastructure against approved architecture and design documentation, and evaluated capabilities for detecting desired state infrastructure configurations and supporting processes.

#### Results

Three observations were identified during this review. There were related to:

- 1. Security Framework Compliance
- 2. Administrative Privileges
- 3. Multi-Factor Authentication



Face the Future with Confidence



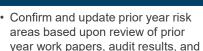




### BACKGROUND

An annual risk assessment is a critical element of a high-quality Internal Audit department's responsibility and provides the opportunity to be "front and center" with senior leadership as a strategic partner in the review and management of key business risks. The objective of the fiscal 2025 risk assessment is to identify and prioritize key areas of risk within CFX to consider in designing the fiscal 2025 Internal Audit plan. The approach to conduct the fiscal 2025 risk assessment and develop the fiscal 2025 Internal Audit plan is depicted below.

# Identify Key Areas of Risk to be Assessed



 Determine preliminary risk ratings based upon prior year results

discussions with staff

### Assess and Prioritize Areas of Risk



- Conduct interviews with management, the Board, and the Audit Committee Chair to confirm and validate the current enterprise risk model and gain additional insight around risk trending, key changes in the organization, and key initiatives
- Aggregate and compile resulting information
- Provide a graphical representation of enterprise risks on a risk heat map to prioritize residual areas of risk

#### **Select Focus Areas**



- Evaluate the prioritized enterprise risks and management commentary to determine Internal Audit focus areas for fiscal year 2025
- Develop and define a preliminary listing of proposed Internal Audit projects to address the areas of focus

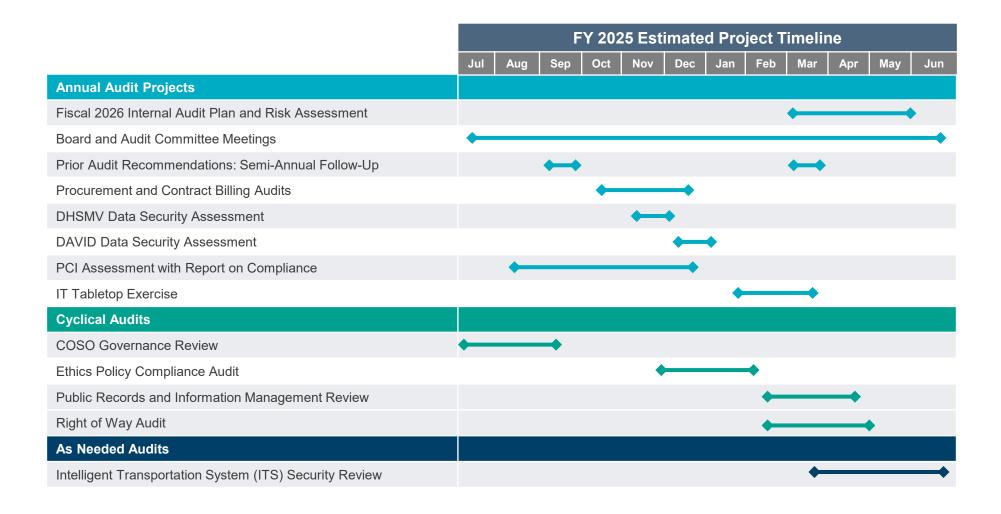
## Develop and Approve Audit Plan



- Establish high-level scoping statements and levels of effort for proposed projects
- Finalize budget allotments and propose projects for Audit Committee approval
- Finalize proposed timing for selected projects
- Finalize Internal Audit plan and obtain Audit Committee approval



### INTERNAL AUDIT TIMELINE





# Face the Future with Confidence

© 2024 Protiviti Inc. All Rights Reserved. This document has been prepared for use by the CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.



# CONSENT AGENDA ITEM #8

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Angela J. Wallace Angela Q. Wallace

General Counsel

DATE: July 17, 2024

SUBJECT: Approval of Utility Relocation Agreement between CFX and AT&T Enterprises

Florida, LLC, Project No. 516-236

In order to proceed with the construction of the SR 516 Lake/Orange Expressway Project, CFX needs to relocate cable and associated facilities owned by AT&T Enterprises Florida, LLC ("AT&T"). CFX and AT&T have negotiated the terms and conditions of a Utility Relocation Agreement ("Agreement") whereby CFX will pay, in advance, to AT&T the actual direct costs associated with engineering, permitting, and construction to install the cable and associated facilities, in the amount of \$389,010.00.

On July 17, 2024, the Right of Way Committee recommended Board approval of the attached Agreement.

Board approval of the Utility Relocation Agreement between CFX and AT&T Enterprises Florida, LLC is requested.

#### UTILITY RELOCATION AGREEMENT

THIS UTILITY RELOCATION AGREEMENT ("Agreement") is made as of the Effective Date (hereinafter defined), by and between AT&T ENTERPRISES FLORIDA, LLC., a Deleware limited liability company authorized to conduct business in Florida, successor in interest to AT&&T Corp., which has a place of business at 3450 Riverwood Parkway SE, Room 162, Atlanta, GA 30339 ("AT&T") and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, which has a place of business at 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX").

#### WITNESSETH:

WHEREAS, CFX is a body corporate and politic existing pursuant to Chapter 348, Part III, Florida Statutes ("Act"), for the purpose of constructing, operating, and maintaining the "Central Florida Expressway System" as the same is more particularly defined in the Act;

WHEREAS, CFX owns, operates, and maintains the Central Florida Expressway System and is undertaking an expansion project known as the "State Road 516-Lake/Orange Expressway Project" in Orange County, Florida and Lake County, Florida that involves the construction of a divided four lane expressway from State Road 429 to U.S. 27 ("CFX Project"); and

**WHEREAS**, AT&T is the holder of Permit No. 11-85-161 ("Existing Permit") from the Florida Department of Transportation ("FDOT") permitting AT&T to install, operate and maintain utilities within the right-of-way of U.S. 27 (S.R. 25) over, under and upon that certain real property also more particularly depicted in **Exhibit "A"** attached hereto and incorporated herein by reference ("Permit Area");

**WHEREAS**, the Existing Permit and any AT&T buried cable and associated facilities that have been placed within the Permit Area will be adversely impacted by the CFX Project within the Permit Area (the "Impacted Area"); and

WHEREAS, in order to accommodate the CFX Project, CFX has requested that AT&T relocate a portion AT&T's buried cable and associated facilities that have been placed within the Impacted Areas in Lake County, Florida; and

WHEREAS, CFX has agreed to pay AT&T for AT&T's cost of protecting, relocating and/or installing 8,000' of critical fiber optic cable and 2-2-inch HDPE conduit with manholes between MH-5 and M-10 (collectively, the "Cable") in accordance with the terms and conditions set forth herein.

**NOW THEREFORE,** for and in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. <u>Performance of the Work</u>. AT&T will provide engineering, permitting, plant protection, labor, materials, and supervision necessary to protect, relocate, lower and/or install the Cable, as deemed necessary in AT&T's sole judgment (the "Work"). The Work is more particularly described in attached <u>Exhibit "B"</u> attached hereto and incorporated herein by reference. AT&T shall perform the Work in accordance with the following requirements:
- (a) <u>Design and Engineering Plans</u>. AT&T shall prepare the construction plans and any other documentation reasonably required to specify the size, character and design of the relocated Cable in the Replacement Permit Area (hereinafter defined) required for the Work ("Plans"). CFX shall have the right to review and approve the Plans, which approval shall not be unreasonably conditioned, withheld, or delayed. No later than twenty (20) days following CFX's review of the Plans, CFX shall notify AT&T of any revisions or corrections to the Plans as may be reasonably required by CFX to mitigate or minimize any impact on the CFX Project.
- Permitting. CFX acknowledges that the proposed construction of the (b) CFX Project will require AT&T to relocate all or a part of the Cable from the Impacted Areas to an area within FDOT's existing or future right-of-way in the location more particularly depicted in **Exhibit "C"** attached hereto and incorporated herein by reference ("Replacement Permit Area"). Prior to the commencement of construction, installation and relocation of the Cable and no later than 30 days from receipt of the Advance Payment, AT&T shall apply for and be responsible for obtaining any and all permits, approvals, licenses, authorizations, and development entitlements of or from all governmental authority(ies), including, without limitation, the water management district, the Florida Department of Environmental Protection, and the Florida Department of Transportation, consents from all private parties with rights of consent or approval required to construct, operate and maintain the Cable or otherwise reasonably required to conduct the Work within the Replacement Permit Area ("Permits"). CFX will cooperate with AT&T in obtaining any and all Permits reasonably required to allow the Cable to be relocated into the Replacement Permit Area. AT&T shall provide copies of all Permits to CFX within five (5) business days after receipt of the Permits by AT&T.
- (c) <u>Construction, Installation and Relocation</u>. AT&T shall notify CFX in writing ten (10) days prior to the commencement of construction, installation or relocation of the Cable and shall coordinate the performance of the Work with CFX to minimize or avoid any potential impacts, delay, disruption, impairment, or impediment to the CFX Project. AT&T acknowledges that the commencement, continuous prosecution, and completion of the Work, and any potential delays, will impact the timeline for the construction and completion of the CFX Project. AT&T agrees to commence the construction, installation and relocation within thirty (30) days after receipt of the Permits from CFX and shall complete the Work, no later than 8 months after receipt of the later of the Permits, unless otherwise mutually extended by the parties hereto ("Time for

Completion"). AT&T shall notify CFX in writing of the completion of the Work ("Completion Notice"). Within thirty (30) days after the completion of the Work, AT&T shall provide CFX an as-built survey of the relocated Cable.

- (d) <u>Compliance with Permits</u>. AT&T shall perform all Work in good order and repair in accordance with the Plans, any and all applicable governmental permits, approvals, development orders, and other consents and authorizations of governmental authorities required for the Work, any and all laws, ordinances, rules, requirements, policies, and standards governing the Work, and the terms and conditions of this Agreement.
- Estimated Cost and Advance Payment. Subject to the terms and conditions set forth herein, CFX shall pay to AT&T the actual cost of the Work, which is estimated to be Three Hundred Eighty-Nine Thousand Ten and No/100 Dollars (\$389,010.00) as shown on **Exhibit "D"** attached hereto and incorporated herein by reference ("Estimated Cost"). The Estimated Cost shall be deposited by CFX with AT&T within ten (10) days after execution of this Agreement ("Advance Payment"). CFX acknowledges that the estimated cost does not include rock removal costs and that if rock removal is required, the actual cost may greatly exceed the Estimated Cost. In the event any rock removal is required, AT&T will provide to CFX in writing a revised estimate of costs including the rock removal ("Revised Estimate") for CFX's review and approval. In no event shall AT&T proceed with any rock removal that will incur costs above the Cost Estimate without CFX's express written approval. Upon completion of the Work, AT&T will send a final written invoice to CFX outlining the actual cost of the Work, including, without limitation, a line item budget for the out-of-pocket hard and soft costs incurred by AT&T associated with the Work, including the engineering costs, construction costs, labor, supplies, reimbursable expenses, construction administration or general contractor fees incurred by AT&T to complete the Work in accordance with this Agreement, as may be amended from time to time (collectively, the "Actual Cost"). In no event shall the Actual Cost exceed the Estimated Cost by more than twenty percent (20%) without a formal amendment to this Agreement. If the Actual Cost is less than the Estimated Cost, AT&T shall reimburse CFX the difference between the Actual Cost and Estimated Cost within sixty (60) days after the invoice date.
- 4. <u>CFX'S Obligations</u>. CFX agrees to exercise all due caution while working near the relocated Cable in the Replacement Permit Area, in order to prevent damage to the relocated Cable. CFX agrees:
- (a) to notify AT&T by telephone at 1-800 252-1133 at least forty-eight (48) hours prior to performing any construction, demolition or repairs at the Cable location;
- (b) not to use at the Cable location any tool, equipment, or machinery capable of being operated within ten (10) feet of the Cable;

- (c) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T; and
- (d) not to work at the Cable location without AT&T's prior authorization and AT&T's On-Site Work Force personnel being present during the work.

Notwithstanding anything contained herein to the contrary, AT&T understands and acknowledges that the CFX Project will necessitate the need for construction to occur within the Impacted Areas where the existing Cable is located. The foregoing provisions shall be applicable to the relocation of the Cable to the Replacement Permit Area; provided, however, CFX shall be required to comply with provisions 5.(a), (c) and (d) above with regard to the existing Cable in the Impacted Areas to ensure there is no impact, disruption or impairment to service of AT&T customers.

- 5. <u>Indemnification</u>. Subject to the limits and limitations set forth in Section 768.28, Florida Statutes, CFX (the "Indemnifying Party") shall indemnify, defend and hold harmless AT&T (the "Indemnified Party") from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) that may from time to time be asserted by third parties against the Indemnified Party because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the gross negligence or intentional misconduct of the Indemnifying Party, its agents, employees or contractors. For purposes of indemnifications set forth in this Agreement, "Indemnified Party" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its employees, directors, officers, agents, contractors and subcontractors. The Indemnified Party:
- (a) shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby;
- (b) shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and
  - (c) shall reasonably cooperate with the defense.

Notwithstanding anything contained herein to the contrary, nothing contained herein shall be interpreted as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

- 6. <u>Warranties</u>. AT&T MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Liability. NOTWITHSTANDING ANY PROVISION OF THIS 7. AGREEMENT TO THE CONTRARY, EXCEPT AS PROVIDED IN SECTION 6, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE **FORESEEABLE** CONSEQUENTIAL DAMAGES, WHETHER OR NOT. INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS CUSTOMERS OR OF OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, **BREACH** CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.
- 8. <u>Liens</u>. CFX shall keep the Cable and other facilities or property of AT&T in the Impacted Areas and Replacement Permit Area free from all mechanic's, artisan's, materialman's, architect's, or similar services' liens which arise in any way from or as a result of its activities and cause any such liens which may arise to be discharged or released.
- 9. <u>Force Majeure</u>. Except for payment of the cost of the Work, neither party shall have any liability for its delays or its failure in performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, pandemic, epidemic, or other causes beyond its control, whether or not similar to the foregoing.
- 10. <u>Default</u>. A party shall be in default if it fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice (fourteen (14) days in the case of CFX's failure to pay AT&T the Estimated Cost and/or Actual Cost of the Work); provided, however, that when such default (excluding CFX's non-payment) cannot reasonably be cured within such thirty (30) day period, this period will be extended if that party promptly commences to cure the same and prosecutes such curing with due diligence. Upon the default by a party, the other party may terminate this Agreement and pursue any legal remedies it may have under applicable law or principles of equity.
- 11. <u>Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. CFX shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without the prior written consent of AT&T; provided, however, that CFX may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of AT&T. An assignment, transfer or disposition of this Agreement

by CFX shall not relieve CFX of any of its obligations under this Agreement. AT&T shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part, to any party. An assignment, transfer or disposition of this Agreement by AT&T shall not relieve AT&T of any of its obligations under this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

12. <u>Notice</u>. Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other:

#### AT&T:

AT&T ENTERPRISES FLORIDA, LLC 3450 Riverwood Parkway SE Room 162 Atlanta, GA 30339 Attention: Right of Way Dept.

With a copy to:

AT&T ENTERPRISES FLORIDA, LLC One AT&T Way Room: 3A105 Bedminster, New Jersey 07921 Attention: AT&T Legal - Network Services

#### CFX:

Central Florida Expressway Authority Attn: Chief of Infrastructure 4979 ORL Tower Road Orlando, Florida 32807

With a copy to:

Central Florida Expressway Authority Attn: General Counsel 4979 ORL Tower Road Orlando, Florida 32807 Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested or by commercial overnight delivery service on the date of receipt thereof.

- 13. <u>Waiver</u>. The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.
- 14. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without reference to its choice of law principles. The parties agree that venue for any action authorized hereunder shall be exclusively in the courts of the Ninth Judicial Circuit of Florida.
- 15. **Representations and Warranties**. Each party represents and warrants that:
  - (a) It has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;
  - (b) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;
  - (c) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and
  - (d) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court or body.
- 16. <u>Entire Agreement</u>. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications, understandings and agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are an integral part hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.
- 17. <u>Liability of Officers and Directors</u>. Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporate, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or

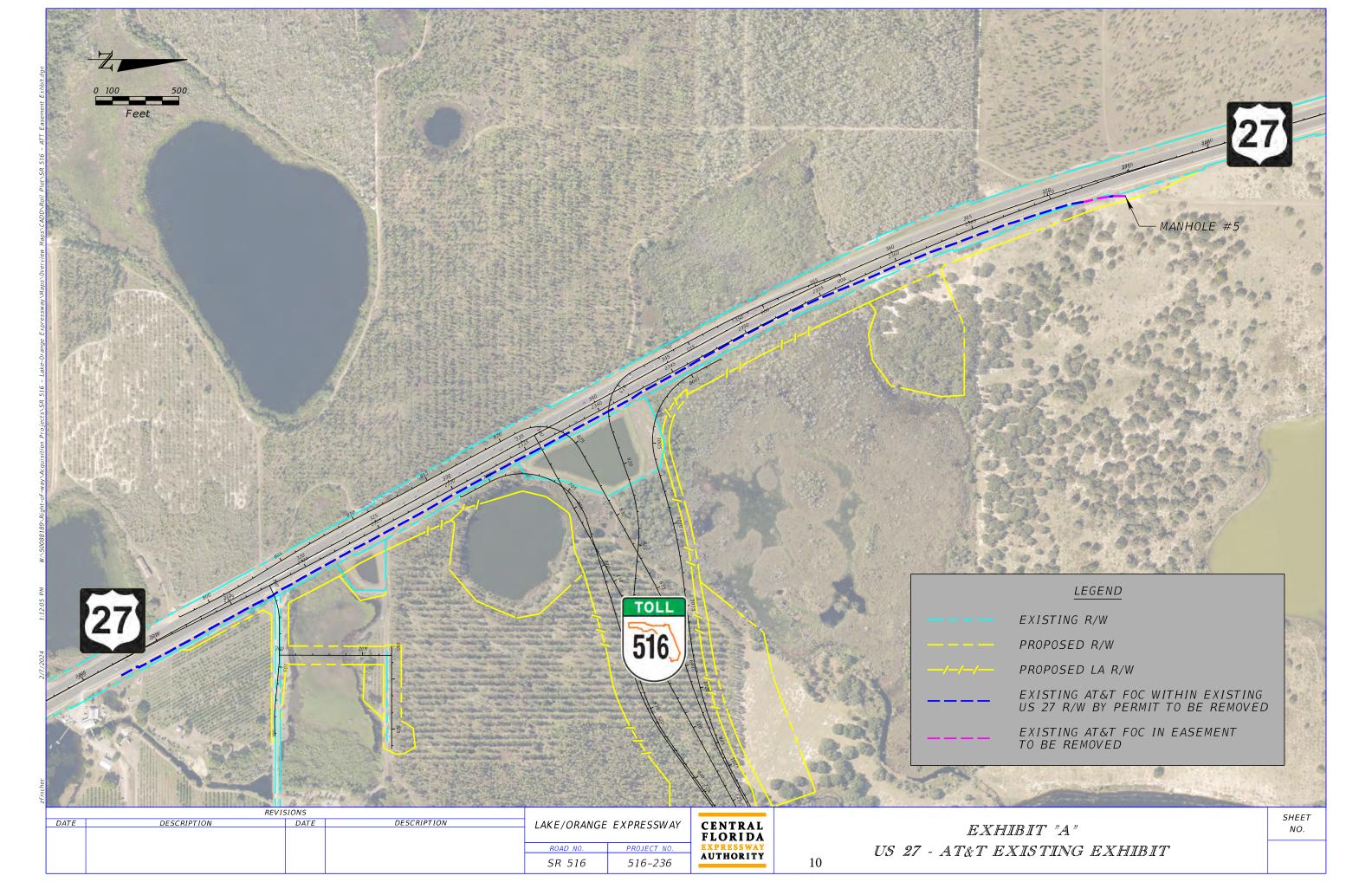
otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section 17 and shall be entitled to enforce the obligations of this Section 17.

- 18. No Joint Venture and Agency. The relationship between the parties shall not be that of partners, agents or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- 19. <u>Binding Agreement</u>. This Agreement and each of the parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to benefit of the parties and each of their respective permitted successors and assigns.
- 20. <u>Severability</u>. No provision of this Agreement shall be interpreted to require any unlawful action by either party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.
- 21. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, including by digital or electronic signature in accordance with Chapter 668, Florida Statutes, all of which taken together shall constitute one and the same instrument.
- 22. **Effective Date**. The effective date of this Agreement shall be the date upon which the last of the parties hereto executes this Agreement.

[SIGNATURE PAGES TO FOLLOW]

### [SIGNATURE PAGE TO UTILITY RELOCATION AGREEMENT]

Central Florida Expressway Authority, authorized to execute the same by Bo AT&T Enterprises Florida, LLC, signing	s hereto have made and executed this Agreement: signing by and through its Executive Director, and Action on the 8 <sup>th</sup> day of August, 2024, and ag through its, duly authorized to		
execute same.			
	AT&T ENTERPRISES FLORIDA, LLO		
	By: Name: Title: Date:		
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY		
ATTEST:  Regla ("Mimi") Lamaute  Manager of Board Services	By: Michelle Maikisch, its Executive Director		
	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority for its sole and exclusive reliance.		
	By: Name: Title:		

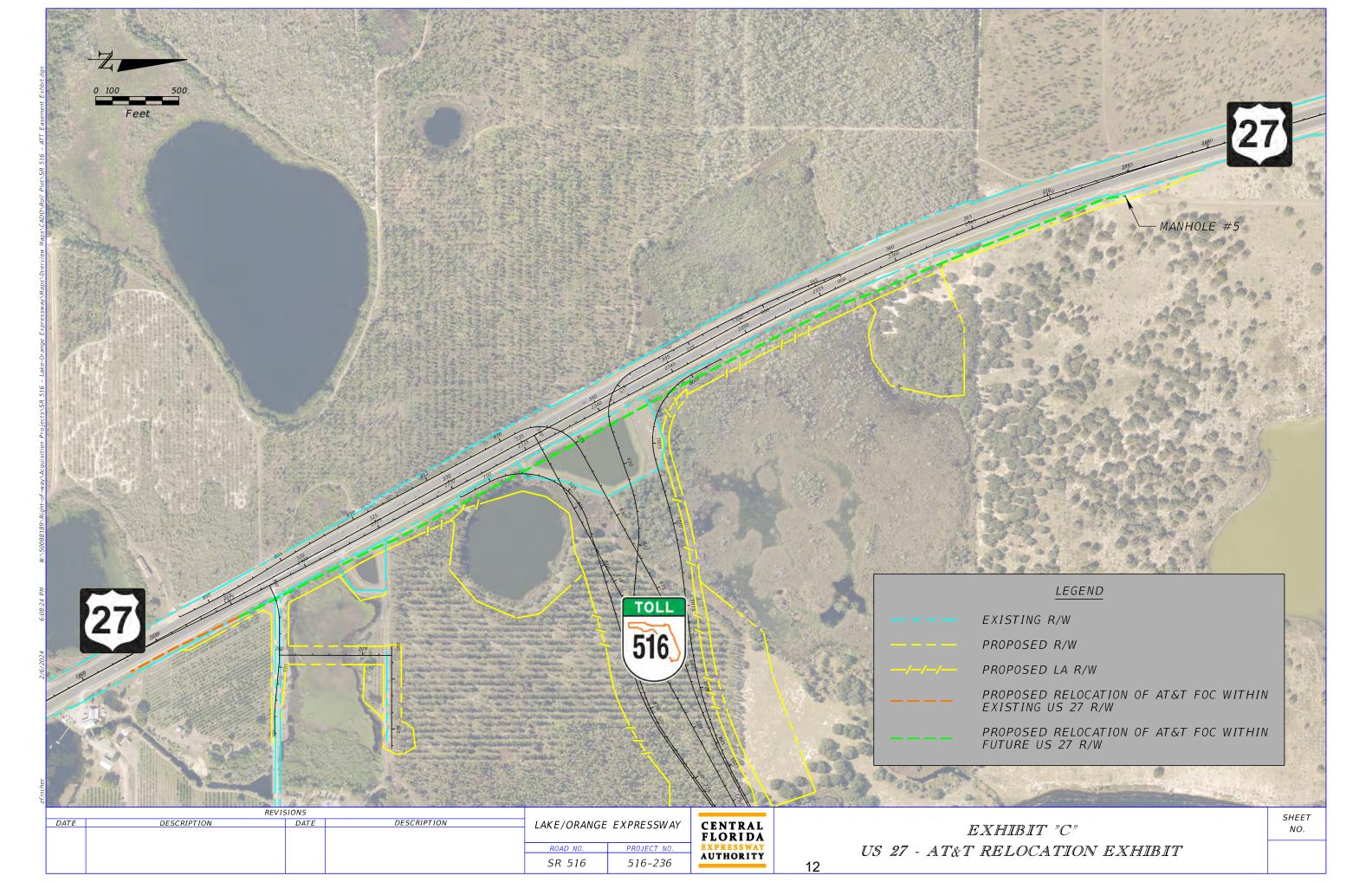


#### Exhibit B

#### Depiction of the Permit Area

The attached diagram represents the approximate att easement loss due to authority right of way acquisition. Subjugation of the specific surveyed area of acquired Right of way to become FDOT District 5, US 27 (SR 25) Permanent Right of Way, roughly 20 feet by 200 feet, all less the remaining easement described on the attached OR Book and Page(s), filed in the Lake County Public records (OR Book 389; Page 994 to OR Book 389; Page 997).

Complete relocation and permitted installation of the AT&T Corp. (Transmission) Legacy T fiber optic cable and conduit located along the East Right of Way on US 27 (SR 25) at the new SR 516 interchange proposed in Clermont, Florida which is being constructed by Central Florida Expressway (CFX, 516-238). No interruption in service may occur during the relocation process of the active trunk cable. All new relocation conduit construction of 2-2" HDPE, Manhole installation, and fiber cable relocation will accommodate the new proposed public Right of Way line associated with the CFX 516-236 interchange acquisition.



Shaun Sheridan ATT Tech AT&T OSWF

**DESCRIPTION** 

**HLB00A** - Design/Project Engineer

**HLB02A** - Project Engineer

### CFX 516-236 Road Relo Clermont, Florida

**QUANT.** 

**SECTION** 

Greg Jacobson **OSP** Engineer

**TOTAL** 

**PRICE** 

L105-4	1	\$	3,250.00	\$	3,250.00
MSIC	6	\$	2,800.00	\$	16,800.0
MISC	1	\$	1,500.00	\$	1,500.0
MISC	1	\$	1,200.00	\$	1,200.0
L404-16	7,800	\$	21.00	\$	163,800.0
L603-20	3	\$	9,500.00	\$	28,500.0
L501-6	20,000	\$	1.25	\$	25,000.0
L901-2	20,000	\$	0.50	\$	10,000.0
L501-2	19,500	\$	0.70	\$	13,650.0
L503-8	15	\$	180.00	\$	2,700.0
	CONSTRUC'	TION	N TOTAL	\$	266,400.00
	1 TELCO LA	\$	2,600.00 <b>TOTAL</b>	\$ <b>\$</b>	2,600.00 <b>2,600.0</b> 0
				_	,
SECTION	QUANT.	F	PRICE		TOTAL
SECTION 500	<b>QUANT.</b> 60	<i>P</i>		\$	
			<b>PRICE</b> 110.00 89.00	\$ \$	6,600.0
500	60	\$ \$	110.00	-	6,600.0 5,340.0
500 500	60 60	\$ \$ \$	110.00 89.00 80.00	\$	6,600.0 5,340.0 4,800.0
500 500 500	60 60 60	\$ \$	110.00 89.00	\$ \$	6,600.0 5,340.0
	MSIC MISC MISC L404-16 L603-20 L501-6 L901-2 L501-2 L503-8	MSIC 6 MISC 1 MISC 1 L404-16 7,800 L603-20 3 L501-6 20,000 L901-2 20,000 L501-2 19,500 L503-8 15  CONSTRUCT	MSIC 6 \$ MISC 1 \$ MISC 1 \$ MISC 1 \$ L404-16 7,800 \$ L603-20 3 \$ L501-6 20,000 \$ L901-2 20,000 \$ L501-2 19,500 \$ L503-8 15 \$  CONSTRUCTION	MSIC 6 \$ 2,800.00 MISC 1 \$ 1,500.00 MISC 1 \$ 1,200.00 L404-16 7,800 \$ 21.00 L603-20 3 \$ 9,500.00 L501-6 20,000 \$ 1.25 L901-2 20,000 \$ 0.50 L501-2 19,500 \$ 0.70 L503-8 15 \$ 180.00  CONSTRUCTION TOTAL	MSIC 6 \$ 2,800.00 \$ MISC 1 \$ 1,500.00 \$ MISC 1 \$ 1,200.00 \$ L404-16 7,800 \$ 21.00 \$ L603-20 3 \$ 9,500.00 \$ L501-6 20,000 \$ 1.25 \$ L901-2 20,000 \$ 0.50 \$ L501-2 19,500 \$ 0.70 \$ L503-8 15 \$ 180.00 \$  **CONSTRUCTION TOTAL \$  1 \$ 2,600.00 \$

HLB02A - Project Engineer	600	80	\$	89.00	\$	7,120.00
HLB22A - Engineer Tech	600	80	\$	80.00	\$	6,400.00
HLB12A - Inspector	600	320	\$	85.00	\$	27,200.00
EMISC - Vehicle Mileage	600	1750	\$	0.650	\$	1,137.50
		INSPEC'	TION 1	TOTAL	\$	50,657.50
Telco Engineering - G.Jacobson	TEL	C <b>O ENGINEE</b> I	1 \$	- TOTAI	\$ <b>©</b>	-
	IEL	CO ENGINEEI	MING I	UIAL	Þ	-

80

110.00 \$

600

Lightguide Cable - 36 fiber	20,000	\$ 2.25	\$ 45,000.00
		<b>CABLE</b>	\$ 45,000.00

TOTAL CONSTRUCTION COST	\$	389,010.00
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8,800.00

# CONSENT AGENDA ITEM #9

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Angela J. Wallace ngsla J. Wallace

General Counsel

DATE: July 17, 2024

SUBJECT: Approval of Utility Relocation Agreement between CFX and Duke Energy Florida,

LLC, Project No. 516-236

In order to proceed with the construction of the SR 516 Lake/Orange Expressway Project, CFX needs to relocate electric transmission lines owned by Duke Energy Florida, LLC, ("Duke"). CFX and Duke have negotiated the terms and conditions of a Utility Relocation Agreement ("Agreement") whereby CFX will pay, in advance, to Duke the actual direct costs associated with the engineering, permitting, construction, and installation of the transmission line, in the amount of \$8,712,000.00.

On July 17, 2024, the Right of Way Committee recommended Board approval of the attached Agreement.

Board approval of the Utility Relocation Agreement between CFX and Duke Energy Florida, LLC is requested.

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



# CFX-DUKE ENERGY ENGINEERING AND UTILITY RELOCATION AGREEMENT

This Engineering and Utility Relocation Agreement ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a Duke Energy, whose mailing address is 3300 Exchange Place NP2C, Lake Mary, FL 332746 ("Duke Energy"). This Agreement is for:

# AGREEMENT BY DUKE ENERGY TO PERFORM ENGINEERING, PERMITTING, AND CONSTRUCTION SERVICES, AND BY CFX TO PAY DUKE ENERGY FOR THE ACTUAL COST ASSOCIATED THEREWITH.

- 1. Duke Energy will perform engineering, permitting, and construction services in coordination with CFX concerning Segment 1 of CFX's proposed Lake/Orange Expressway, which consists of the construction of a new four-lane limited access expressway known as State Road 516 spanning from US 27 to Cook Road in Lake County, Florida (the "**Project**"), in order to facilitate the relocation of the existing Duke owned electric transmission line affected by the Project.
- 2. CFX agrees to pay Duke Energy for all of the direct out-of-pocket costs and expenses incurred by Duke Energy associated with the engineering, permitting, construction, and installation of the 69kV Boggy Marsh (CEB-2) to Lake Louise (SEC) Transmission Line impacted by the Project as more particularly depicted in **Exhibit "A"** attached hereto.

#### SCOPE OF WORK AND SCHEDULE

This project consists of the engineering, permitting, and construction of the 69kV Boggy Marsh (CEB-2) to Lake Louise (SEC) Transmission Line (the "Facilities" or "Transmission Facilities") to support the construction of the Project. The Facilities include Transmission Facilities only, as distribution facilities are not included.

Duke Energy will be responsible for the following items, which shall not be considered an exclusive list:

- (a) Conducting an engineering analysis and preparation of engineering plans ("Engineering Plans") for the removal and/or relocation of the Transmission Facilities where such Transmission Facilities conflict with the Project's improvement plans. The Engineering Plans may include, without limitation, aerial surveys, soil borings, consultant design services, and subsurface utility exploration. Duke Energy shall base the Engineering Plans on the Project's 100% construction plans dated November 12, 2023 ("Project Plans") provided by CFX.
- (b) Procure all labor, materials, supplies, and equipment for construction of all Transmission Facilities.

- (c) Apply for, and obtain, approval, any and all Permits (hereinafter defined) reasonably required for the removal, relocation, installation, construction, and operation of the Transmission Facilities where such Transmission Facilities conflict with the Project's improvement plans.
- (d) Relocation of the Transmission Facilities within the US 27 right of way and within the CFX limited access right of way in accordance with the Project Plans and Engineering Plans.

The Duke Energy-provided RGB mark-up dated May \_15 , 2024 incorporated herein by reference, provides for the specific details of the scope of work and schedule (collectively referred to herein as the "**Relocation**" or the "**Relocation Work**").

- 3. Duke Energy acknowledges that the commencement, continuous prosecution, and completion of the Engineering Plans and Relocation Work, and any potential delays, will impact the timeline for the construction and completion of the Project. Duke Energy agrees to commence the preparation of the Engineering Plans within fifteen (15) days of receipt of the Advance Payment (hereinafter defined) from CFX and shall complete the Engineering Plans no later than six (6) months from receipt of the Advance Payment, unless otherwise mutually extended in writing by the parties hereto ("Engineering Completion Deadline").
- 4. Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to pay Duke Energy for the actual like-for-like costs of the Engineering Plans and Relocation Work. At this time, it is estimated that the actual costs associated with the completion of the Engineering Plans and Relocation Work will be \$8,712,000.00 (the "Estimate"). CFX and Duke Energy agree that CFX will be responsible for payment of an amount equal to the Estimate ("Advance Payment") to Duke Energy and that the total actual cost of Engineering Plans and Relocation Work will not exceed one hundred twenty (120%) percent of the original Estimate of \$8,712,000.00 without prior written approval by CFX ("Contingency Amount"). Within ten (10) business days of the Effective Date of this Agreement, CFX shall pay the Advance Payment to Duke Energy. The Advance Payment must be paid in full by CFX before Duke Energy will commence the preparation of the Engineering Plans, the Relocation Work or start the procurement of materials. Notwithstanding anything contained herein to the contrary, Duke shall order the materials for the Relocation Work no later than two (2) months from the Engineering Completion Deadline, unless otherwise mutually extended by the parties in writing. Procurement of all Relocation Work materials by Duke Energy may take up to twelve (12) months before any Relocation Work may proceed.

In the event the cost of the Relocation Work exceeds the Estimate, Duke Energy shall submit a detailed final invoice to CFX for payment of the preparation of the Engineering Plans and all Relocation Work costs in excess of the Estimate within six (6) months of Duke Energy's completion of the Engineering Plans and Relocation Work, and written notice of said completion to CFX. CFX shall deliver payment of the final invoice amount, if any, in full to Duke Energy within sixty (60) days of CFX's receipt of said final invoice.

- 5. In the event that the Estimate exceeds the final total actual costs incurred by Duke Energy for the Engineering Plans and Relocation Work, within approximately eight (8) months of Duke Energy's completion of the Engineering and Relocation, and written notice of said completion to CFX, Duke Energy shall return the amount of the excess in full to CFX.
- 6. Duke Energy shall apply for and be responsible for securing any and all Permits that are reasonably required for the relocation, installation, construction and operation of the Facilities located within the State of Florida Department of Transportation ("FDOT") right of way in a timely manner. "Permits" shall mean all permits, approvals, licenses, authorizations, and development entitlements of or from all governmental authority(ies), including, without limitation, the water management district, the Florida Department of Environmental Protection, and the Florida Department of Transportation, consents from all private parties with rights of consent or approval required to construct, operate and maintain the Facilities. Duke Energy shall provide copies of all Permits to CFX within fifteen (15) days of CFX's written request to Duke Energy.
- 7. Each party may, directly or through a contracted service provider, observe the excavation and construction of the Relocation Work or the Project to ensure compliance with the terms of this Agreement. Either party may request from the other party and shall be entitled to receive periodic updates on the progress of the Relocation Work and the Project.
- 8. Project Manager. Duke Energy and CFX will each designate a project manager to perform the duties of such Party under this Agreement not otherwise expressly reserved to the governing body of such Party (individually referred to herein as the "Project Manager" or collectively as the "Project Managers"). The initial Project Manager for Duke Energy shall be Kevin Lanigan (the "Duke Energy Project Manager"). The initial Project Manager for CFX shall be Glenn Pressimone (the "CFX Project Manager"). Either Party may designate a replacement Project Manager by written notice in accordance with Section 13 hereof. Notwithstanding the foregoing, the Duke Energy Project Manager and the CFX Project Manager may elect to delegate in writing certain roles, rights and responsibility of the Duke Energy Project Manager and the CFX Project Manager to individuals within Duke Energy or CFX, respectively.
- 9. Duke Energy shall, within sixty (60) days of the later of (a) receiving the Permits, (b) payment of the Advance Payment in full by CFX in conformance with Section 4 above, (c) procurement of all Relocation Work materials, and (d) formal written notice from CFX requesting Duke Energy to commence the Relocation Work, commence the Relocation Work. The Relocation Work shall be completed no later than twelve (12) months after the Relocation Work commences unless (i) completion of the Relocation Activities in a timely manner are delayed or otherwise detrimentally impacted by the actions of CFX, in which case the Completion Deadline shall be extended day for day for the duration of the delay or detrimental impact resulting from CFX's actions, (ii) otherwise extended in writing by the mutual consent of the Parties, or (iii) the delay is caused by events that are beyond the parties' reasonable control, including adverse weather, hurricanes, tornadoes, pandemic, war, any act of war, strike, lockout, or other labor disturbance ("Completion Deadline"). Duke Energy shall be responsible for conducting the Relocation Work in good order and

repair and workmanlike manner in accordance with the Construction Plans, all applicable Permits, and the terms and conditions of this Agreement. Duke Energy shall notify CFX in writing at least ten (10) business days prior to the commencement of the Relocation Work, installation and construction of the Facilities in the new locations and shall coordinate with CFX throughout the construction of the Facilities in order to avoid or minimize any potential impacts, delays, disruptions, impairment or impediment to the construction of the Project.

#### MISCELLANEOUS PROVISIONS

- 10. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto.
- 11. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Lake County, Florida. In any such action, the parties waive any right to jury trial.
- 12. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof to the extent provided by Florida law.
- 13. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid US certified mail, return receipt requested, overnight next day courier service, facsimile, email transmission or by delivery in person.

CFX: Central Florida Expressway Authority

Attn: Glenn Pressimone 4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5321 Fax No.: (407) 690-5011

Email address: Glenn.Pressimone@CFXWay.com

With a copy to: Central Florida Expressway Authority

Attn: General Counsel 4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5000

Duke Energy Florida, LLC d/b/a Duke Energy

Attn: Kevin Lanigan

3300 Exchange Place, NP2C

Lake Mary, FL 32746

Telephone No.: (504) 495-0422

Email address: Kevin.Lanigan@duke-energy.com

With a copy to: Shantel Ocampo, Esq.

Counsel

452 E. Crown Point, WG13 Winter Garden, Florida 34787 Telephone No.: (407) 905-3380

Email address: shantel.ocampo@duke-energy.com

Duke Energy Florida, LLC d/b/a Duke Energy

Attn: Shamalini Waeen 3300 Exchange Place, NP04

Lake Mary, FL 32746

Telephone No.: (561) 281-8296

Email address: Shamalini.Waeen@duke-energy.com

Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

- 14. Outages for the Relocation Work may be limited in time or availability and cannot be guaranteed by Duke Energy.
- 15. All of CFX's operations, activities and equipment used within Duke Energy's right-of-way and/or easements beneath or in proximity to any of Duke Energy's electrical facilities shall, at all times:
  - a. Be in strict compliance with Duke Energy's current Transmission ROW Guidelines/Restrictions for Florida; and
  - b. Be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and OSHA Crane Construction Standards for Power Line Safety, Sections 1926.1408 & .1409.
- 16. This Agreement may be executed in original or electronic counterparts, each of which shall be deemed to be an original, and of which together shall constitute one and the same instrument.
- 17. Subject to the limits and limitations set forth in Section 768.28, Florida Statutes, in consideration of payment for and completion of the Relocation Work, CFX and Duke Energy mutually release and hold harmless the other from any and all prior claims actual, perceived or threatened, regarding the Relocation Work prior to the date of this

Agreement. This release and hold harmless does not release the parties from any claims under this Agreement or for the Relocation Work itself.
[REMAINDER LEFT BLANK INTENTIONALLY, SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

#### **Duke Energy:**

DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY

By: Philly R. Homs

Print name: Phillip R. Thomas

Title: General Manager, Transmission Engineering - FL

Date: 7/11/2024

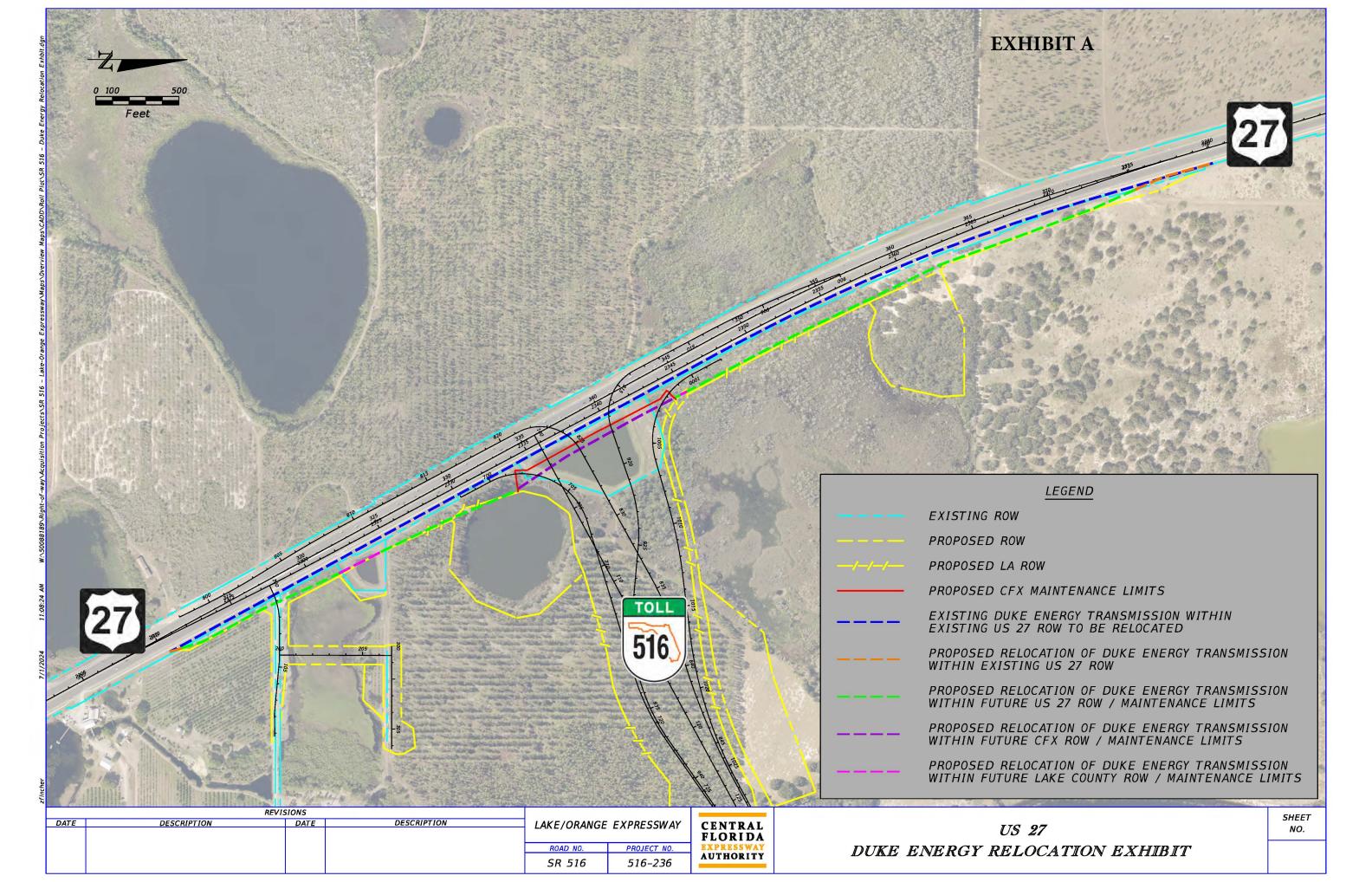
APPROVED

By Shantel W. Ocampo at 4:01 pm, Jul 10, 2024

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Ву:	
Print N	ne: Michelle Maikisch
Title: _	Executive Director
Date:_	
	VED AS TO FORM AND LEGALITY FOR USE AND RELIANCE BY THE ALL FLORIDA EXPRESSWAY AUTHORITY:
Ву:	
	ngela J. Wallace
	eneral Counsel



## CONSENT AGENDA ITEM #10

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Angela J. Wallace

General Counsel

DATE: July 17, 2024

SUBJECT: Approval of the Amended and Restated Resolution of the Central Florida

Expressway Authority Declaring Property as Necessary for Expressway System Project: SR 538 Poinciana Parkway Extension: Project Numbers

538-234, 538-235, and 538-235A

On July 17, 2024, the Right of Way Committee recommended Board approval of the Amended and Restated Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System: SR 538 Poinciana Parkway Extension: Project Numbers 538-234, 538-235, and 538-235A ("Resolution"). The Resolution has been revised to include an Exhibit "A" that lists the 123 properties, the county where the properties are located, parcel numbers, and tax ID numbers. The Resolution was also revised to add an Exhibit "B" which includes the legal descriptions for the 123 properties that are numbered and listed, in order, consistent with Exhibit "A."

Board approval of the Amended and Restated Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System: SR 538 Poinciana Parkway Extension: Project Numbers 538-234, 538-235, and 538-235A, is requested.

### AMENDED AND RESTATED RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS NECESSARY FOR THE EXPRESSWAY SYSTEM

WHEREAS, the Central Florida Expressway Authority ("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 538 Poinciana Parkway Extension Project 538-234, 538-235 and 538-235A, and CFX has determined that to do so it is necessary and in the public interest that CFX obtain certain parcels of land in Osceola and Polk County, Florida in fee simple, easement, temporary construction easement, and water retention areas, as listed in **Exhibit "A"** ("**Property"**).

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

## Resolution No. 2024 - Project Nos. 538-234, 538-235 and 538-235A

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 retention areas, and such other property interests as may be within the scope of the descriptions set forth in **Exhibit "B"** attached hereto be acquired in the name of CFX by gift, devise, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Osceola and Polk County, Florida heretofore as described in the **Exhibits "A" and "B"** 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 **Exhibits "A" and "B"** by gift, devise, 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.

A	<b>DOPTED</b> this	day of	2024.
ATTEST:	: Regla ("Mimi") L Manager of Board		Brandon Arrington, Chairman
	Manager of Board	Services	Approved as to form and legality for the exclusive use and reliance of CFX.
			Angela J. Wallace, General Counsel

Number	County	Project	Project Parcel #	Parts	Tax ID
1	Osceola	538-235	53-100	A - C, E	
2	Osceola	538-235	53-100 D		
3	Osceola	538-235	53-100 F		
4	Polk	538-235	53-101 A		
5	Polk	538-235	53-101 B		
6	Osceola	538-235	53-109 A		
7	Osceola	538-235	53-109 B		
8	Osceola	538-234	53-110		17-26-28-0000-0010-0000
9	Osceola	538-234	53-115	Parts A-B/53-815	08-26-28-0000-0020-0000
10	Osceola	538-234	53-116		07-26-28-3180-000D-0010
11	Osceola	538-234	53-117	Parts A-B	07-26-28-0000-0010-0000
12	Osceola	538-235	53-117 C	Parts 1-2	06-26-28-0000-0030-0000
13	Osceola	538-235	53-119	Parts A-B	06-26-28-3180-000C-0010
14	Osceola	538-235	53-120	Parts A-B	06-26-28-3180-000C-0020
15	Osceola	538-235	53-123 A	Parts 1-3	06-26-28-3180-000C-0035 &
					06-26-28-0000-0136-0000 &
					06-26-28-0000-0135-0000
16	Osceola	538-235	53-123 B	Parts 1-2	06-26-28-3180-000C-0035
17	Osceola	538-235	53-124		06-26-28-0000-0040-0000
18	Osceola	538-235	53-125		06-26-28-5148-0001-0080
19	Osceola	538-235	53-126		06-26-28-5149-0001-0040
20	Osceola	538-235	53-127		06-26-28-5149-0001-0030
21	Osceola	538-235	53-128	Parts A-B	06-26-28-5149-0001-0020
22	Osceola	538-235	53-129		06-26-28-0000-0120-0000
23	Osceola	538-235	53-130	Parts A-C	06-26-28-5400-0009-0010
24	Osceola	538-235	53-131	Parts A-B	06-26-28-5400-0008-0010
25	Osceola	538-235	53-132 A		06-26-28-5400-0007-0010
26	Osceola	538-235	53-132 B	Parts 1-2	06-26-28-5400-0007-0010
27	Osceola	538-235	53-133		06-26-28-5400-0007-0110
28	Osceola	538-235	53-134	Parts A-B	06-26-28-5400-0007-0120
29	Osceola	538-235	53-135	Parts A-B	06-26-28-5400-0007-0130
30	Osceola	538-235	53-136		06-26-28-5400-0006-0010
31	Osceola	538-235	53-137		06-26-28-5400-0005-0010
32	Osceola	538-235	53-138		06-26-28-5400-0003-0010
33	Osceola	538-235	53-139		06-26-28-5400-0002-0010
34	Osceola	538-235	53-140		06-26-28-5400-0001-0010
35	Osceola	538-235	53-141		06-26-28-3313-0001-0140
36	Osceola	538-235	53-142		06-26-28-3313-0001-0150
37	Osceola	538-235	53-143		06-26-28-3313-0001-0160
38	Osceola	538-235	53-144		06-26-28-3313-0001-0060
39	Osceola	538-235	53-145		06-26-28-3313-0001-0050
40	Osceola	538-235	53-146		06-26-28-3313-0001-0040
41	Osceola	538-235	53-149		06-26-28-5400-0004-0010
42	Osceola	538-235	53-150		06-26-28-5400-0001-0240

## **Projects 538-234, 538-235 and 538-235 A**

43	Osceola	538-235	53-151		06-26-28-0000-0105-0000
44	Osceola	538-235	53-152		06-26-28-0000-0100-0000
45	Osceola	538-235	53-153		06-26-28-0000-0104-0000
46	Osceola	538-235	53-160 A		06-26-28-0000-0070-0000
47	Osceola	538-235	53-160 B		06-26-28-0000-0071-0000
48	Osceola	538-235	53-162	Parts A-B	06-26-28-4785-0001-0010
49	Osceola	538-235	53-168	1 41 45 11 2	36-25-27-4782-0001-0060
50	Osceola	538-235	53-169		36-25-27-4782-0001-0050
51	Osceola	538-235	53-175		36-25-27-4782-0001-0040
52	Osceola	538-235	53-176		36-25-27-4782-0001-0030
53	Osceola	538-235	53-179		36-25-27-0000-0165-0000
54	Osceola	538-235	53-180		36-25-27-0000-0162-0000
55	Osceola	538-234	53-199		06-26-28-5149-0001-0010
56	Polk	538-235	53-201 A		28-26-06-000000-044140
57	Polk	538-235	53-201 B		28-26-06-000000-044180
58	Polk	538-235	53-202		GAP Parcel - no Tax ID
59	Polk	538-235	53-203		28-26-06-000000-042050
60	Polk	538-235	53-204		28-26-06-000000-042080
61	Polk	538-235	53-205		28-26-06-000000-042160
62	Polk	538-235	53-206	Parts A-C	28-26-06-000000-042130
63	Polk	538-235	53-207	Parts A-B	28-26-06-000000-042100
64	Polk	538-235	53-208 A	Parts 1-4	28-26-06-000000-041010
65	Polk	538-235	53-208 B		28-26-06-000000-041010
66	Polk	538-235	53-209	Parts A-C	28-26-06-000000-043020
67	Polk	538-235	53-210		28-26-06-000000-034070
68	Polk	538-235	53-211	Parts A-C	28-26-06-000000-034060 &
					28-26-06-000000-034080
69	Polk	538-235	53-213		28-26-06-000000-034010
70	Polk	538-235	53-215		28-26-06-000000-034020
71	Polk	538-235	53-216	Parts A-B	28-26-06-000000-034040
72	Polk	538-235	53-217	Parts A-B	28-26-06-000000-033040
73	Polk	538-235	53-218	Parts A-B	28-26-06-000000-033050
74	Polk	538-235	53-219	Parts A-B	27-26-01-000000-011060
75	Polk	538-235	53-220	Parts A-C	27-26-01-000000-011030
76	Polk	538-235	53-221		27-26-01-000000-011040
77	Polk	538-235	53-222	Parts A-B	27-26-01-000000-011140
78	Polk	538-235	53-223		28-26-06-000000-034030
79	Polk	538-235	53-225	Parts A-B	28-26-06-000000-042010
80	Polk	538-235 A	53-229 A		27-26-01-000000-011150
81	Polk	538-235	53-229 B	Parts 1-3	27-26-01-000000-011080
82	Polk	538-235	53-231	Parts A-B	27-26-01-000000-011100
83	Polk	538-235	53-232		27-26-01-000000-011070
84	Polk	538-235	53-233		27-26-01-000000-011090
85	Polk	538-235	53-234		27-26-01-000000-011020
86	Polk	538-235	53-218 C		27-26-01-000000-011050

### **Projects 538-234, 538-235 and 538-235 A**

87 88 89 90 91 92 93 94 95	Polk Polk Polk Polk Polk	538-235 538-235 538-235 538-235	53-218 D 53-240 53-241	Parts A-B	28-26-06-000000-033020 28-26-07-000000-014010
89 90 91 92 93 94	Polk Polk	538-235		Parts A-B	
90 91 92 93 94	Polk		53-241		00.04.05.000.000.01.101.5
91 92 93 94		538-235			28-26-07-000000-014010
92 93 94	Polk	220 233	53-259		28-26-06-000000-042040
93 94		538-235	53-260 A		28-26-06-000000-042140
94	Polk	538-235	53-260 B		28-26-06-000000-042170
	Polk	538-235	53-262		28-26-06-000000-042020
95	Polk	538-235	53-263		28-26-06-000000-042120
	Polk	538-235	53-264 A		27-26-12-702500-003010
96	Polk	538-235	53-264 B		27-26-12-702500-003020
97	Osceola	538-235A	53-410		<u>35-25-27-0000-0095-0000</u>
98	Osceola	538-235A	53-450		06-26-28-4785-0001-0120 & 06-
					26-28-4785-0001-0130 & 06-26-
					<u>28-4785-0001-0140</u>
99	Osceola	538-235A	53-480		<u>06-26-28-0000-0055-0000</u>
100	Osceola	538-235A	53-490		<u>06-26-28-0000-0030-0000</u>
101	Osceola	538-235 A	53-700		
102	Polk	538-235A	53-701		27-26-02-701017-001270
103	Polk	538-235A	53-702	Parts A-B	27-26-02-000000-031030
					35-25-27-4894-PRCL-0140
104	Osceola	538-235A	53-704		
105	Polk	538-235A	53-705		27-26-02-000000-013040
106	Osceola	538-235A	53-708		35-25-27-3160-000D-0135
107	Polk	538-235A	53-709		27-26-02-000000-013050
108	Osceola	538-235A	53-711		36-25-27-2545-000B-0110
109	Polk	538-235A	53-717	Parts A-B	27-26-01-700502-002620 & 27- 26-01-700502-002630
110	Polk	538-235A	53-719		27-26-01-000000-011110
111	Osceola	538-235	53-723		06-26-28-3180-000C-0035
112	Osceola	538-235A	53-760		31-25-28-0000-0040-0000
113	Polk	538-235	53-762		28-26-06-000000-042020
114	Polk	538-235	53-766		27-26-12-702500-003050
115	Polk	538-235	53-770		27-26-12-702500-004010
116	Osceola	538-235 A	53-784	Parts A-B	31-25-28-3170-000C-0110
117	Osceola	538-235 A	53-785		36-25-27-0000-0155-0000
118	Osceola	538-235 A	53-791		31-25-28-0000-0050-0000
119	Osceola	538-235 A	53-811		36-25-27-2545-000B-0110
120	Polk	538-235	53-814		28-26-06-000000-034050
121	Osceola	538-235 A	53-818		35-25-27-0000-0090-0000
122	Osceola	538-235 A	53-854		21-25-29-0000-RAIL-ROAD
	Polk	538-235	53-101 C		

# Number 1

PROJECT NO. 538-235

PARCEL 53-100 PARTS A-C, E

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

#### LEGAL DESCRIPTION

PART A

A PORTION OF THE EXISTING RIGHT OF WAY OF OSCEOLA POLK ROAD, GRANT STREET, RAY STREET, LANIER STREET, AND POUND STREET AS SHOWN ON THE PLAT OF WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 133.53 FEET TO THE NORTHWEST CORNER OF LOT 23, BLOCK 1, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD TAMPA HIGHWAY, A 66 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE SOUTH 24°18'47" WEST, A DISTANCE OF 112.98 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF OSCEOLA POLK ROAD, A 33.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 432.29 FEET TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 1 OF SAID PLAT, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF GRANT STREET, A 60.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 63°48'46" EAST, A DISTANCE OF 201.75 FEET TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 1 OF SAID PLAT, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF RAY STREET, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 26°11'04" WEST, A DISTANCE OF 448.87 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID PLAT, SAID POINT BEING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE NORTH 89°24'55" EAST, A DISTANCE OF 66.53 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK 2 OF SAID PLAT, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID RAY STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°11'04" EAST, A DISTANCE OF 420.12 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK 2 OF SAID PLAT, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANT STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 63°48'46" EAST, A DISTANCE OF 206.44 FEET TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 2 OF SAID PLAT, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF LANIER STREET, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT;

CONTINUED ON SHEET 2

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 10				
REVISED SHEET NUMBERS	J. J PIERRE	01/17/2024	DRAWN	J. J PIERRE	07/12/2023			0123, 311221 10				
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	07/12/2023	SECTION N/A SHEET 1 OF 10						

PROJECT NO. 538-235

PARCEL 53-100 PARTS A-C, E

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

#### LEGAL DESCRIPTION

PART A (CONTINUED FROM SHEET 1)

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 26°14'16" WEST, A DISTANCE OF 321.35 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 2 OF SAID PLAT, SAID POINT BEING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE NORTH 89°24'55" EAST, A DISTANCE OF 66.56 FEET TO THE NORTHWEST CORNER OF LOT 11, BLOCK 3 OF SAID PLAT, SAID POINT BEING ON EASTERLY RIGHT OF WAY LINE OF SAID LANIER STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°14'16" EAST, A DISTANCE OF 292.58 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 3 OF SAID PLAT, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANT STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 63°48'46" EAST, A DISTANCE OF 206.13 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 3 OF SAID PLAT, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF POUND STREET, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 26°16'12" WEST, A DISTANCE OF 193.82 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 3 OF SAID PLAT, SAID POINT BEING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE NORTH 89°24'55" EAST, A DISTANCE OF 66.58 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4 OF SAID PLAT, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID POUND STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°16'12" EAST, A DISTANCE OF 165.05 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 4 OF SAID PLAT, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANT STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 63°48'46" EAST. A DISTANCE OF 130.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 4, SAID POINT BEING ON THE WESTERLY LINE OF BLOCK 8 OF SAID PLAT; THENCE ALONG SAID WESTERLY LINE SOUTH 33°22'07" WEST, A DISTANCE OF 118.41 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 5 OF SAID PLAT, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID GRANT STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 63°48'46" WEST, A DISTANCE OF 294.28 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 5 OF SAID PLAT, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID LANIER STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°14'16" EAST, A DISTANCE OF 172.87 FEET TO THE SOUTHERLY CORNER OF LOT 5, BLOCK 5 OF SAID PLAT, SAID POINT BEING ON THE WESTERLY LINE OF BLOCK 8 OF SAID PLAT; THENCE ALONG SAID WESTERLY LINE SOUTH 33°22'07" WEST, A DISTANCE OF 69.56 FEET TO THE EASTERNMOST SOUTHEAST CORNER OF LOT 7, BLOCK 6 OF SAID PLAT, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF SAID LANIER STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 26°14'16" WEST, A DISTANCE OF 208.12 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 6 OF SAID PLAT, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID GRANT STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 63°48'46" WEST, A DISTANCE OF 206.49 FEET TO THE NORTHWEST CORNER OF LOT 11, BLOCK 6 OF SAID PLAT, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID RAY STREET;

CONTINUED ON SHEET 3

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 10				
REVISED SHEET NUMBERS	J. J PIERRE	01/17/2024	DRAWN	J. J PIERRE	07/12/2023			OTES, SHEET TO				
REVISION	BY	DATE	CHECKED	M. SHATTO	07/12/2023	SECTION N/A SHEET 2 OF 10						

PROJECT NO. 538-235

PARCEL 53-100 PARTS A-C, E

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

#### LEGAL DESCRIPTION

PART A (CONTINUED FROM SHEET 2)

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°11'04" EAST, A DISTANCE OF 329.60 FEET TO THE SOUTHERLY CORNER OF LOT 6, BLOCK 6 OF SAID PLAT, SAID POINT BEING ON THE WESTERLY LINE OF BLOCK 8 OF SAID PLAT; THENCE ALONG SAID WESTERLY LINE SOUTH 33°22'07" WEST, A DISTANCE OF 69.60 FEET TO THE TO THE EASTERNMOST SOUTHEAST CORNER OF LOT 11, BLOCK 7 OF SAID PLAT, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAY STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 26°11'04" WEST, A DISTANCE OF 364.86 FEET TO THE NORTHEAST CORNER OF LOT 1. BLOCK 7 OF SAID PLAT, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID GRANT STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 63°48'46" WEST, A DISTANCE OF 201.64 TO THE NORTHWEST CORNER OF LOT 19, BLOCK 7 OF SAID PLAT, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID OSCEOLA POLK ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 98.94 FEET; THENCE NORTH 40°54'08" WEST, A DISTANCE OF 130.82 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID OSCEOLA POLK ROAD AND AFORESAID OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE AND SAID COUNTY LINE NORTH 26°17'27" WEST, A DISTANCE OF 441.48 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID OLD TAMPA HIGHWAY; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH 28°38'49" EAST, A DISTANCE OF 40.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3.602 ACRES, MORE OR LESS.

						RAL FLORIDA EXPRESSWAY A				
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY						
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY						
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OTES SHEET 10		
REVISED SHEET NUMBERS	J. J PIERRE	01/17/2024	DRAWN	J. J PIERRE	07/12/2023	FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL NOTES, SHEET 10				
REVISION	BY	DATE	CHECKED	M. SHATTO	07/12/2023	SECTION N/A   SHEET 3 OF 10				

PROJECT NO. 538-235

PARCEL 53-100 PARTS A-C, E

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PORTION OF CLAY STREET, A 66.0 FEET WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA: THENCE ALONG THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1124.94 FEET TO THE WESTERLY CORNER OF BLOCK 9, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 9 NORTH 33°03'38" EAST, A DISTANCE OF 4.83 FEET TO THE NORTHERLY CORNER OF SAID BLOCK 9, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF CLAY STREET, A 66.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 59°45'18" EAST, A DISTANCE OF 129.07 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 493.49 FEET, A CHORD BEARING OF NORTH 11°23'11" WEST AND A CHORD DISTANCE OF 88.30 FEET; THENCE FROM A TANGENT BEARING OF NORTH 06°15'13" WEST, RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°15'57", A DISTANCE OF 88.42 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CLAY STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 59°45'18" EAST, A DISTANCE OF 109.14 FEET; THENCE SOUTH 33°37'03" WEST, A DISTANCE OF 66.11 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 59°45'18" WEST, A DISTANCE OF 46.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5022 SQUARE FEET, MORE OR LESS.

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS			
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY					
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 10	
REVISED SHEET NUMBERS	J. J PIERRE	01/17/2024	DRAWN	J. J PIERRE	07/12/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET TO	
REVISION	BY	DATE	CHECKED	м. ѕнатто	07/12/2023	SECTION N/A   SHEET 4 OF 10			

PROJECT NO. 538-235 PARCEL 53-100 PARTS A-C, E PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART C

A PORTION OF CLAY STREET, A 66.0 FEET WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1124.94 FEET TO THE WESTERLY CORNER OF BLOCK 9, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 9 NORTH 33°03'38" EAST, A DISTANCE OF 4.83 FEET TO THE NORTHERLY CORNER OF SAID BLOCK 9, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF CLAY STREET, A 66.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 59°45'18" EAST, A DISTANCE OF 175.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 33°37'03" EAST, A DISTANCE OF 66.11 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID CLAY STREET: THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 59°45'18" EAST, A DISTANCE OF 24.05 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 33°09'03" WEST AND A CHORD DISTANCE OF 66.08 FEET: THENCE FROM A TANGENT BEARING OF SOUTH 33°13'00" WEST, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°07'54", A DISTANCE OF 66.08 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 59°45'18" WEST, A DISTANCE OF 24.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 1604 SQUARE FEET, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OTES, SHEET 10				
REVISED SHEET NUMBERS	J. J PIERRE	01/17/2024	DRAWN	J. J PIERRE	07/12/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	01E3, 3HEET 10				
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	07/12/2023	SECTION N/A   SHEET 5 OF 10						

PROJECT NO. 538-235 PARCEL 53-100 PARTS A-C, E

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

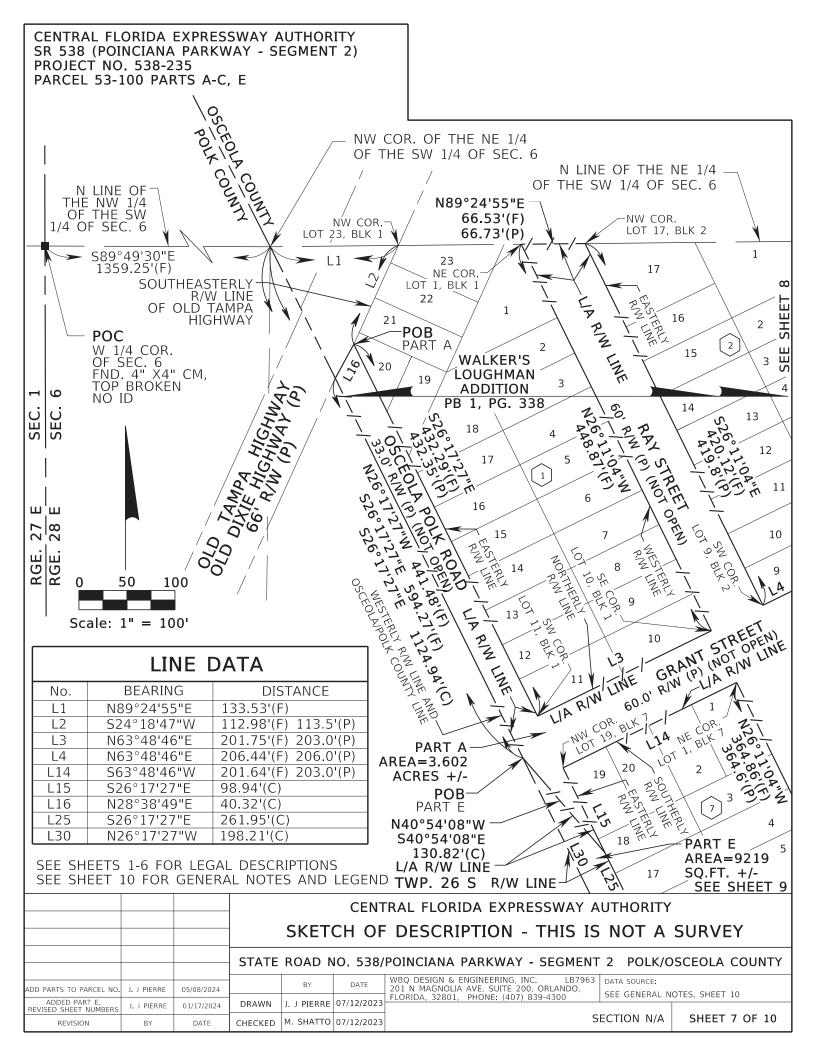
PART E

A PORTION OF OSCEOLA POLK ROAD, A 33.0 FEET WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

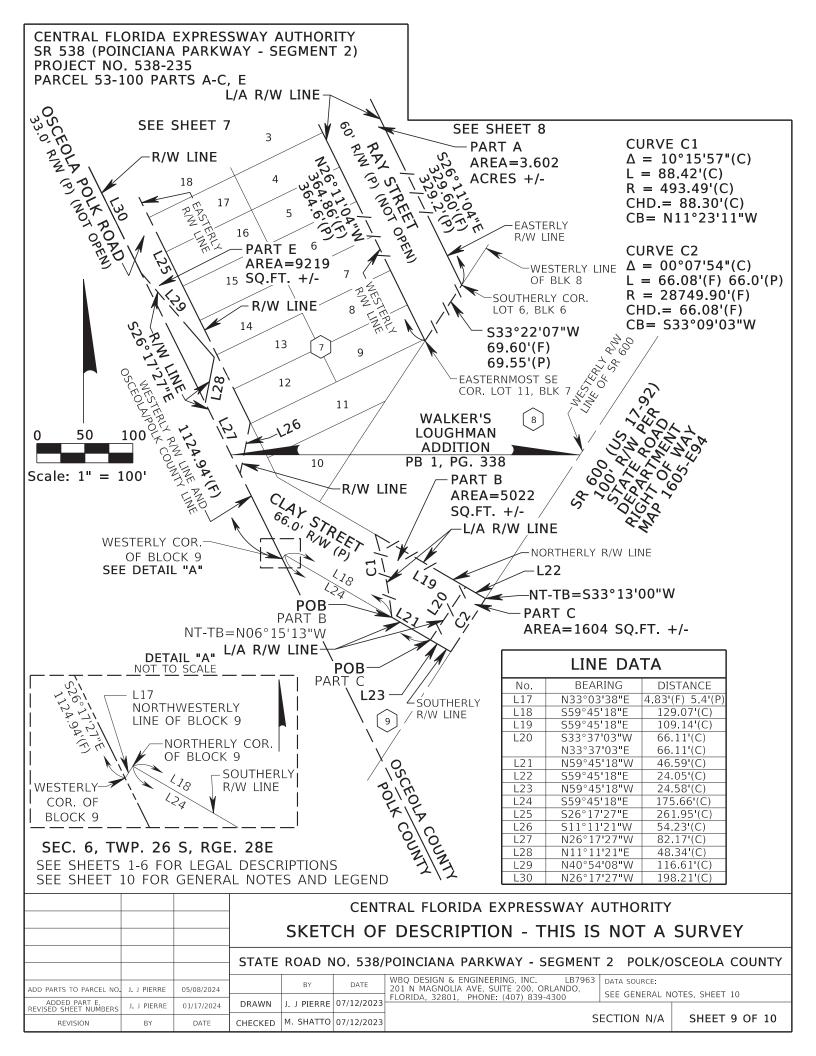
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA: THENCE ALONG THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 594.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40°54'08" EAST, A DISTANCE OF 130.82 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OSCEOLA POLK ROAD, A 33.0 FEET WIDE RIGHT OF WAY, AS SHOWN ON THE PLAT OF WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1. PAGE 338. OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 261.95 FEET; THENCE SOUTH 11°11'21" WEST, A DISTANCE OF 54.23 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID OSCEOLA POLK ROAD AND AFORESAID OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE AND SAID COUNTY LINE NORTH 26°17'27" WEST, A DISTANCE OF 82.17 FEET; THENCE NORTH 11°11'21" EAST, A DISTANCE OF 48.34 FEET; THENCE NORTH 40°54'08" WEST, A DISTANCE OF 116.61 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE AND AFORESAID OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE AND SAID COUNTY LINE NORTH 26°17'27" WEST, A DISTANCE OF 198.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 9219 SQUARE FEET, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY							
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
ADD PARTS TO PARCEL NO.	J, J PIERRE	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OTES SHEET 10			
ADDED PART E, REVISED SHEET NUMBERS	J. J PIERRE	01/17/2024	DRAWN	J. J PIERRE	07/12/2023						
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	07/12/2023	SECTION N/A   SHEET 6 OF 10					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-100 PARTS A-C, E NE COR. LOT 1, BLK 2 N LINE OF THE NE 1/4 OF THE SW 1/4 OF SEC. 6 N89°24'55"E N89°24'55"E 66.56'(F) 66.58'(F) 66.73'(P) 66.73'(P) NW COR. -NW COR. LOT 1, BLK 4 LOT 11, BLK 3 NE COR. LOT 2, BLK 4 11 NE COR. LOT 1. BLK 3 SHEE" NORTHERLY LINE R/W LINE 2 10 SW COR. LOT 4, BLK 4 ANES, 18 [ 3 PN SE COR. 3 ഗ LOT 2, BLK 4 4 L/A R/W LINE 2 COR. BLK 3 WESTERLY LINE 5 LIA RIW LINE 5 OF BLK 8 NE COR. LOT 1, BLK 5 GRANT STREET OPEN PART A NORTHERIA 1 AREA=3.602 11 L10 ACRES +/-SOUTHERLY 50 100 COR R/W LINE 5 BLK Δ 2 ZOT A. WALKER'S LOUGHMAN Scale: 1'' = 100'3 **ADDITION** PB 1, PG. 338 LIA RIW LINE 5 L13 1 WESTERLY PH 8 LINE DATA 5 COR BLK **EASTERLY BEARING DISTANCE** No. in 107 R/W LINE L4 N63°48'46"E 206.44'(F) 206.0'(P) 12 3 N63°48'46"E 206.13'(F) 206.0'(P) N26° 16' 12"W 193.82'(F) 193.8'(P L6 10 SOUTHERLY COR. 165.05'(F) 165.0'(P L7 S26°16'12"E LOT 5, BLK 5 130.29'(F) 130.2'(P) L8 N63°48'46"E S33°22'07"W S33°22'07"W 118.41'(F) 117.2'(P L9 69.56'(F) 5 S63°48'46"W 294.28'(F) 294.1'(P L10 69.55'(P) I 11 S26°14'16"E 172.87'(F) 172.6'(P) EASTERNMOST SE N26°14'16"W | 208.12'(F) 208.0'(P) COR. LOT 7, BLK 6 7 206.49'(F) 206.0'(P) S63°48'46"W SEC. 6, TWP. 26 S, RGE. 28E SEE SHEETS 1-6 FOR LEGAL DESCRIPTIONS 6 SEE SHEET 10 FOR GENERAL NOTES AND LEGEND SEE SHEET 9 CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: ADD PARTS TO PARCEL NO. J. J PIERRE SEE GENERAL NOTES, SHEET 10 J. J PIERRE 07/12/2023 DRAWN REVISED SHEET NUMBERS J. J PIERRE 01/17/2024 SECTION N/A SHEET 8 OF 10 M. SHATTO 07/12/2023 REVISION BY DATE CHECKED



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-100 PARTS A-C, E

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

#### LEGEND

BLK = BLOCK	ID	= IDENTIFICATION	PEF	= PROGRESS ENERGY FLORIDA
CHD. = CHORD DISTANCE	ΙP	= IRON PIPE	PC	= POINT OF CURVATURE
CB = CHORD BEARING	IR	= IRON ROD OR REBAR	ΡI	= POINT OF INTERSECTION
Q = CENTERLINE	IRC	= IRON ROD AND CAP	POB	= POINT OF BEGINNING
(C) = CALCULATED DATA	L	= LENGTH OF CURVE	POC	= POINT OF COMMENCEMENT
CCR = CERTIFIED CORNER RECORD	LB	= LICENSED BUSINESS	P.O.T	. = POINT ON TANGENT
CCR = CERTIFIED CORNER RECORD CFX = CENTRAL FLORIDA EXPRESSWAY	L/A		PT	= POINT OF TANGENCY
AUTHORITY	MON.	= MONUMENTATION/MONUMENT	PROJ.	= PROJECT
CO. = COUNTY	NO.	= NUMBER	R	= RADIUS
CM = CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RR	= RAILROAD
COR. = CORNER	NL	= NAIL	RGE.	= RANGE
CR = COUNTY ROAD	NLY	= NORTHERLY	REF.	= REFERENCE
CSX = CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	R/W	= RIGHT OF WAY
D = DEGREE	NT	= NON-TANGENT	SEC.	= SECTION
(D) = DEED DATA	NTS	= NOT TO SCALE	SLY	= SOUTHERLY
DB = DEED BOOK	OR	= OFFICIAL RECORD	SELY	= SOUTHEASTERLY
DR. = DRIVE	ORB	= OFFICIAL RECORD BOOK	SR	= STATE ROAD
$\Delta$ = DELTA (CENTRAL ANGLE)	PG.	= PAGE	SQ.FT	T. = SQUARE FEET
FND. = FOUND	PLS	= PROFESSIONAL LAND SURVEYOR	Τ	= TANGENT
ELY = EASTERLY	PL	= PROPERTY LINE	TB	= TANGENT BEARING
(F) = FIELD	(P)	= PLAT DATA	TC	= TANGENT TO CURVE
F.P. = FINANCIAL PROJECT	PB	= PLAT BOOK	TWP.	= TOWNSHIP
FDOT = FLORIDA DEPARTMENT OF			UE	= UTILITY EASEMENT
TRANSPORTATION			WLY	= WESTERLY

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

NOSEPH SHA

Martin J Shatto Shatto

Digitally signed by Martin J

Date: 2024.05.14 13:42:23 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEETS 1-6 FOR LEGAL DESCRIPTIONS SEE SHEETS 7-9 FOR SKETCH OF DESCRIPTIONS

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY										
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY						
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024				WBO DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:							
UPDATE SIGNATURE	MJS	04/03/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	OVE						
REVISED SHEET NUMBERS	J. J PIERRE	01/17/2024	DRAWN	J. J PIERRE	07/12/2023									
REVISION	BY	DATE	CHECKED	M. SHATTO	07/12/2023	S	ECTION N/A	SHEET 10 OF 10						

Number 2

PROJECT NO. 538-235 PARCEL 53-100D PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

A PORTION OF IVY MIST LANE, A 50 FEET WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST OUARTER CORNER OF SECTION 6. TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST. A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 90.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE NORTH 33°20'26" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 21.94 FEET TO THE POINT OF BEGINNING AND THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 11°37'19" WEST AND A CHORD DISTANCE OF 35.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF IVY MIST LANE, A 50 FEET WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, THROUGH A CENTRAL ANGLE OF 89°55'31", A DISTANCE OF 39.24 FEET TO THE POINT OF TANGENCY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 56°35'05" WEST, A DISTANCE OF 25.03 FEET; THENCE NORTH 33°20'26" EAST, A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID IVY MIST LANE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 56°35'05" EAST, A DISTANCE OF 24.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 78°22'41" EAST AND A CHORD DISTANCE OF 35.38 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 90°04'29", A DISTANCE OF 39.30 FEET TO THE POINT OF CUSP. SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 600: THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 33°20'26" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2768 SQUARE FEET, MORE OR LESS.

				SKFT		TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY										
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 4						
			DRAWN	R. REBELLO	01/05/2024	FLORIDA, 32001, FRONE: (407) 639-4300								
REVISION	BY	DATE	CHECKED	M. SHATTO	01/24/2024	S	ECTION N/A	SHEET 1 OF 4						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 PARCEL 53-100D **POC** HIDDEN GLEN W 1/4 COR. OF SEC. 6 SO, FUNED RATED AND TO SO SON TO SON PB 9 PG. 75 ŹQ. FND. 4" X 4" CM TOP BROKEN 0 SEC. NO ID IVY MIST **WEST LINE** LANE 1/4, ш ш NW COR. OF NE 1/4 28 ŊĘ OF SW 1/4 OF SEC. 6 TRACT "C" RGE. R/W LINE **POB** SEE SHEET 3 TRACT "D" N33°20'26"E S89°49'30"E 21.94'(C) 22.09'(P) 1359.25'(F)-N89°24'55"E 1320.20'(F) N LINE OF SE 1/4 OF SEC. 6 N LINE OF N LINE OF NE 1/4 OF N89°23'35"E NW 1/4 OF SW 1/4 OF SEC. 6 SW 1/4 OF 90.14'(C) 89.76'(P) SEC. 6 9 SW COR. NE 1/4 SEC. OF SEC. 6 50 100 Scale: 1" =100' SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 4 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 DRAWN R. REBELLO 01/05/2024 SECTION N/A SHEET 2 OF 4

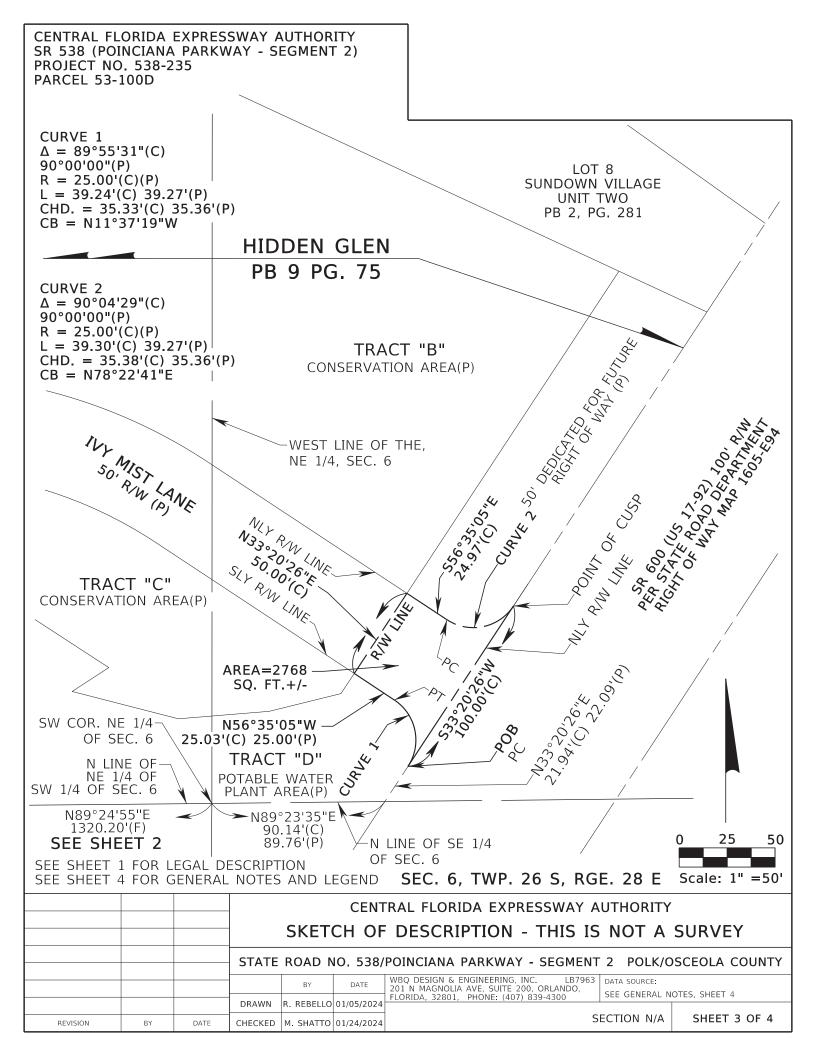
REVISION

BY

DATE

CHECKED

M. SHATTO 01/24/2024



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-100D** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°23'35" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT,
- 3. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

#### **LEGEND**

= POINT OF CURVATURE CHD. = CHORD DISTANCE ID = IDENTIFICATION = POINT OF INTERSECTION ĬΡ CB = CHORD BEARING = IRON PIPE POB = POINT OF BEGINNING = CENTERLINE = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT (C) = CALCULATED DATA IRC = IRON ROD AND CAP P.O.T. = POINT ON TANGENT CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE = POINT OF TANGENCY CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS PROJ. = PROJECTAUTHORITY L/A = LIMITED ACCESS = RADIUS CO. = COUNTYMON. = MONUMENTATION/MONUMENT = RAILROAD RR COR. = CORNERNO. = NUMBERRGE. = RANGE CM = CONCRETE MONUMENT N/A = NOT APPLICABLEREF. = REFERENCE = COUNTY ROAD NL = NAIL R/W = RIGHT OF WAYN&D = NAIL & DISKCSX = CHESSIE SEABOARD CONSOLIDATED SEC. = SECTION = DEGREE NT = NON-TANGENT SLY = SOUTHERLY (D) = DEED DATA= NOT TO SCALE NTS SR = STATE ROAD DB = DEED BOOK NLY = NORTHERLY SQ. FT.= SQUARE FEET OR DR. = DRIVE= OFFICIAL RECORD Т = TANGENT ORB = OFFICIAL RECORD BOOK ESMT. = EASEMENT TB = TANGENT BEARING = DELTA (CENTRAL ANGLE) PG. = PAGE TC = TANGENT TO CURVE PLS FND. = FOUND= PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP = PROPERTY LINE (F) = FIELD DATAUE = UTILITY EASEMENT (P) FDOT = FLORIDA DEPARTMENT OF = PLAT DATA TRANSPORTATION PB = PLAT BOOK

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

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 15:15:10 -04'00'

MARTIN J. SHATTO, PSM

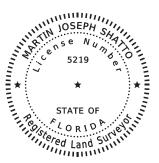
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

				CENTRAL FLORIDA EVERECCIMAN ALITHORITY											
			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY											
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY											
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY							
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	)VF							
UPDATE SIGNATURE	MJS	4/03/2024	DRAWN	R. REBELLO	01/05/2024	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	J. L.							
REVISION	BY	DATE	CHECKED	M. SHATTO	01/24/2024	S	ECTION N/A	SHEET 4 OF 4							



Number 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-100F

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

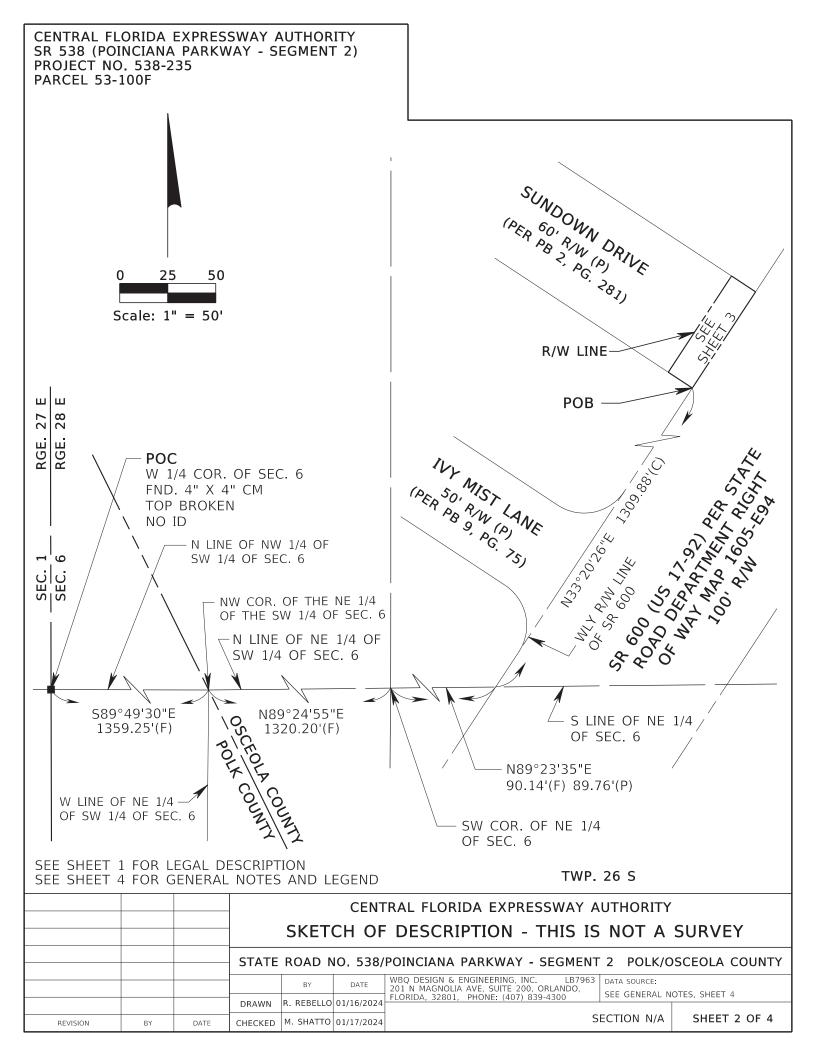
#### LEGAL DESCRIPTION

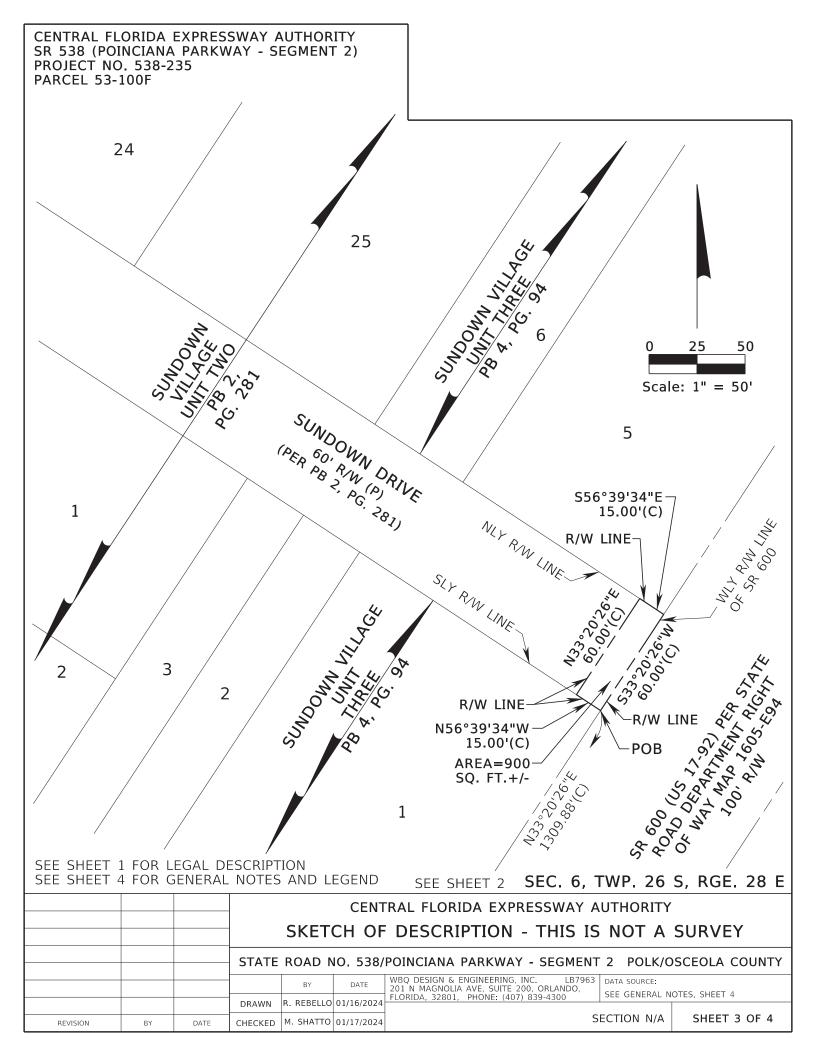
A PORTION OF SUNDOWN DRIVE, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF SUNDOWN VILLAGE UNIT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 281, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 90.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 (US 17-92), A 100 FEET WIDE RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 33°20'26" EAST, A DISTANCE OF 1309.88 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SUNDOWN DRIVE, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF SUNDOWN VILLAGE UNIT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 281, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 56°39'34" WEST, A DISTANCE OF 15.00 FEET: THENCE NORTH 33°20'26" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID SUNDOWN DRIVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 56°39'34" EAST, A DISTANCE OF 15.00 FEET TO AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 33°20'26" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 900 SQUARE FEET, MORE OR LESS.

				SKET	0	TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY										
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 4						
			DRAWN	R. REBELLO	01/16/2024	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 4						
REVISION	BY	DATE	CHECKED	CHECKED M. SHATTO 01/17/2024 SECTION N/A SHEET 1 OF 4										





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-100F

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

#### **LEGEND**

н						
	BLK = BLOCK	FDOT	=	FLORIDA DEPARTMENT OF	PEF	= PROGRESS ENERGY FLORIDA
l	CHD. = CHORD DISTANCE			TRANSPORTATION	PC	= POINT OF CURVATURE
l	CB = CHORD BEARING	ID	=	IDENTIFICATION	ΡΙ	= POINT OF INTERSECTION
l	Q = CENTERLINE	ΙP	=	IRON PIPE	POB	= POINT OF BEGINNING
l	(C) = CALCULATED DATA	IR	=	IRON ROD OR REBAR	POC	= POINT OF COMMENCEMENT
l	CCR = CERTIFIED CORNER RECORD	IRC	=	IRON ROD AND CAP	P.O.T.	= POINT ON TANGENT
l	CFX = CENTRAL FLORIDA EXPRESSWAY	L	=	LENGTH OF CURVE	PT	= POINT OF TANGENCY
l	AUTHORITY	LB	=	LICENSED BUSINESS	PROJ.	= PROJECT
l	COR. = CORNER	L/A	=	LIMITED ACCESS	R	= RADIUS
l	CO. = COUNTY	MON.	=	MONUMENTATION/MONUMENT	RR	= RAILROAD
l	CM = CONCRETE MONUMENT	NO.	=	NUMBER	RGE.	= RANGE
l	CR = COUNTY ROAD	N/A	=	NOT APPLICABLE	REF.	= REFERENCE
l	CSX = CHESSIE SEABOARD CONSOLIDATED	NL	=	NAIL	R/W	= RIGHT OF WAY
l	D = DEGREE	NLY	=	NORTHERLY	SEC.	= SECTION
l	(D) = DEED DATA	NT	=	NON-TANGENT	SLY	= SOUTHERLY
l	DB = DEED BOOK	NTS	=	NOT TO SCALE	SQ. F	T. = SQUARE FEET
l	DR. = DRIVE	OR	=	OFFICIAL RECORD	SR	= STATE ROAD
l	$\Delta$ = DELTA (CENTRAL ANGLE)	ORB	=	OFFICIAL RECORD BOOK	ST.	= STREET
l	ESMT = EASEMENT	PG.	=	PAGE	Τ	= TANGENT
l	FND. = FOUND	PLS	=	PROFESSIONAL LAND SURVEYOR	TB	= TANGENT BEARING
l	(F) = FIELD	PL	=	PROPERTY LINE	TC	= TANGENT TO CURVE
I	F.P. = FINANCIAL PROJECT	(P)	=	PLAT DATA	TWP.	= TOWNSHIP
١		PB	=	PLAT BOOK	UE	= UTILITY EASEMENT
١					WLY	= WESTERLY

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

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 15:16:21 -04'00'

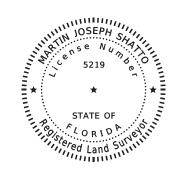
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION



				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY										
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	2)/5						
UPDATE SIGNATURE	MJS	4/03/2024	DRAWN	R. REBELLO	01/16/2024	FLORIDA, 32801, PHONE: (407) 839-4300	JEL NOTE 3 ABI	JVL						
REVISION	BY	DATE	CHECKED	M. SHATTO	01/17/2024	SECTION N/A SHEET 4 OF 4								

Number 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-101A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

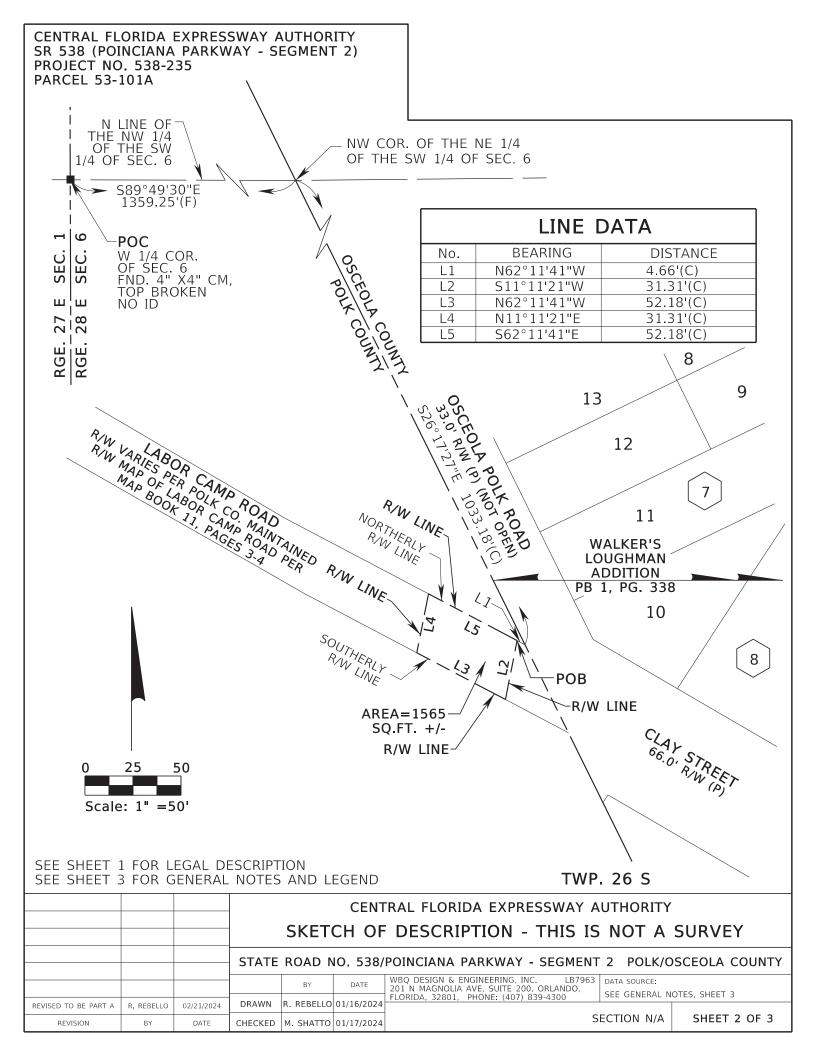
#### LEGAL DESCRIPTION

A PORTION OF LABOR CAMP ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF LABOR CAMP ROAD AS RECORDED IN MAP BOOK 11, PAGES 3 AND 4, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE: THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1033.18 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LABOR CAMP ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF LABOR CAMP ROAD AS RECORDED IN MAP BOOK 11, PAGES 3 AND 4, SAID PUBLIC RECORDS; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 62°11'41" WEST, A DISTANCE OF 4.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11°11'21" WEST, A DISTANCE OF 31.31 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID LABOR CAMP ROAD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 62°11'41" WEST, A DISTANCE OF 52.18 FEET; THENCE NORTH 11°11'21" EAST, A DISTANCE OF 31.31 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 62°11'41" EAST, A DISTANCE OF 52.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1565 SQUARE FEET, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY										
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3						
REVISED TO BE PART A	R. REBELLO	02/21/2024	DRAWN	R. REBELLO	01/16/2024	FLORIDA, 32801, PHONE: (407) 839-4300	SEE SEIVERNE IV	0,123, 3,122, 3						
REVISION	BY	DATE	CHECKED	M. SHATTO	01/17/2024	S	ECTION N/A	SHEET 1 OF 3						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-101A

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

#### **LEGEND**

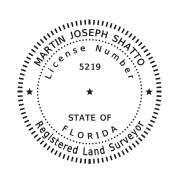
PC = POINT OF CURVATURE CHD. = CHORD DISTANCE ID = IDENTIFICATION = POINT OF INTERSECTION CB = CHORD BEARING ĬΡ = IRON PIPE POB = POINT OF BEGINNING = CENTERLINE = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT (C) = CALCULATED DATA IRC = IRON ROD AND CAP P.O.T. = POINT ON TANGENT CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE = POINT OF TANGENCY CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS PROJ. = PROJECTAUTHORITY L/A = LIMITED ACCESS = RADIUS CO. = COUNTYMON. = MONUMENTATION/MONUMENT = RAILROAD RR COR. = CORNERNO. = NUMBERRGE. = RANGE CM = CONCRETE MONUMENT N/A = NOT APPLICABLEREF. = REFERENCE = COUNTY ROAD NL = NAIL R/W = RIGHT OF WAYN&D = NAIL & DISKCSX = CHESSIE SEABOARD CONSOLIDATED SEC. = SECTION= DEGREE NT = NON-TANGENT SLY = SOUTHERLY (D) = DEED DATA= NOT TO SCALE NTS SR = STATE ROAD DB = DEED BOOK NLY = NORTHERLY SQ. FT.= SQUARE FEET OR = OFFICIAL RECORD DR. = DRIVEТ = TANGENT ORB = OFFICIAL RECORD BOOK ESMT. = EASEMENT TB = TANGENT BEARING = DELTA (CENTRAL ANGLE) PG. = PAGE TC = TANGENT TO CURVE PLS FND. = FOUND= PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP = PROPERTY LINE (F) = FIELD DATAUE = UTILITY EASEMENT (P) FDOT = FLORIDA DEPARTMENT OF = PLAT DATA TRANSPORTATION PB = PLAT BOOK

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

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 15:17:33 -04'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION



SEE SHEET 2	SEE SHEET 2 FOR SKETCH OF DESCRIPTION													
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY										
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY										
UPDATE SIGNATURE	MJS	4/03/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA. 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE NOTE 3 AB	OVF						
REVISED TO BE PART A	R. REBELLO	02/21/2024	DRAWN	R. REBELLC	01/16/2024	FLORIDA, 32801, PHONE: (407) 839-4300	322							
REVISION	BY	DATE	CHECKED	M. SHATTO	01/17/2024	S	ECTION N/A	SHEET 3 OF 3						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-101B

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

A PORTION OF PARKER ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF PARKER ROAD AS RECORDED IN MAP BOOK 11, PAGE 1, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1323.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°35'04" EAST, A DISTANCE OF 402.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF NORTH 30°32'11" EAST AND A CHORD DISTANCE OF 88.89 FEET; THENCE FROM A TANGENT BEARING OF NORTH 30°26'52" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°10'38", A DISTANCE OF 88.89 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARKER ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF PARKER ROAD, AS RECORDED IN MAP BOOK 11, PAGE 1, SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 63°38'35" WEST, A DISTANCE OF 15.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28713.01 FEET, A CHORD BEARING OF NORTH 30°39'47" EAST AND A CHORD DISTANCE OF 41.65 FEET; THENCE FROM A TANGENT BEARING OF NORTH 30°37'17" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'59", A DISTANCE OF 41.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID PARKER ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 65°17'11" EAST, A DISTANCE OF 15.43 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 30°40'01" WEST AND A CHORD DISTANCE OF 42.10 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 30°42'32" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°05'02", A DISTANCE OF 42.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 643 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY						
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY		
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY		
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	IOTEC CHEET 2		
			DRAWN	R. REBELLO	02/21/2024	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	IOTES, SHEET 3		
REVISION	BY	DATE	CHECKED	M. SHATTO	02/22/2024	S	ECTION N/A	SHEET 1 OF 3		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-101B** RIW VARKER KUAU
MAINTAIRS PER POLK
MAPAINED PER POLK
MAPAINED RIGHT OF COUNTY
MB PARKER POR WAY

11. PG. 1 NLY RIW LINE 45 N00°35'04"E 44.56'(C) 4 SLY RIW LINE ĬΣ V€NT 10 20 R/W LINE Scale: 1" = 20' 9 AREA=643 V LINE OF THE SE 1/4 THE SW 1/4 OF SEC. R/W LINE SQ. FT. +/- $\mathbf{H}_{\parallel}\mathbf{H}$ **POB** LINE DATA RGE. RGE. No. **BEARING** DISTANCE L1 N63°38'35"W 15.39 (C) S65°17'11"E L2 15.43 (C) **POC** WESTERLY L3 N65°38'35"W 49.28'(C) SW COR. R/W LINE 14 S65°17'11"E 58.59'(C) SEC. 6 L5 S64°22'14"E 13.25'(C) FND, 3" ANGLE IRON NO ID SE 1/4, N00°35'04"E SW 1/4. 402.98'(C) 1 6 N89°39'30"E SEC. 6 1323.96'(C) S LINE OF THE SW 1/4 OF SEC. 6 12 CURVE C1 **CURVE C2** CURVE C3  $\Delta = 00^{\circ}10'38"(C)$  $\Delta = 00^{\circ}04'59''(C)$  $\Delta = 00^{\circ}05'02"(C)$ L = 88.89'(C)L = 41.65'(C)L = 42.10'(C)R = 28749.90'(C)R = 28713.01'(C)R = 28749.90'(C)CHD = 88.89'(C)CHD. = 41.65'(C)CHD = 42.10'(C) $CB = N30^{\circ}32'11"E$  $CB = N30^{\circ}39'47"E$  $CB = S30^{\circ}40'01"W$  $TB = N30^{\circ}26'52"E$ TB = N30°37'17"E $TB = S30^{\circ}42'32''W$ SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 3 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 3 DRAWN R. REBELLO 02/21/2024 07/18/2024 ADD CURVE C1 D. WILLIAMS SECTION N/A SHEET 2 OF 3 REVISION BY DATE CHECKED M. SHATTO 02/22/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-101B

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

### LEGEND

PC = POINT OF CURVATURE CHD. = CHORD DISTANCE = IDENTIFICATION = POINT OF INTERSECTION CB = CHORD BEARING ĬΡ = IRON PIPE POB = POINT OF BEGINNING = CENTERLINE IR = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT = CALCULATED DATA IRC = IRON ROD AND CAP (C) P.O.T. = POINT ON TANGENT CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE PT = POINT OF TANGENCY CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS PROJ. = PROJECT AUTHORITY L/A = LIMITED ACCESS R = RADIUS CO. = COUNTYMB = MAP BOOK = RAILROAD RR COR. = CORNERMON. = MONUMENTATION/MONUMENT RGE. = RANGECM = CONCRETE MONUMENT NO. = NUMBERREF. = REFERENCE CR = COUNTY ROADN/A = NOT APPLICABLE R/W = RIGHT OF WAY CSX = CHESSIE SEABOARD CONSOLIDATED NL = NAIL SEC. = SECTION = DEGREE N&D = NAIL & DISKSIY = SOUTHERIYNT = NON-TANGENT (D) = DEED DATASR = STATE ROAD NTS = NOT TO SCALE DB = DEED BOOK SQ. FT.= SQUARE FEET DR. = DRIVE NLY = NORTHERLY = TANGENT OR = OFFICIAL RECORD ESMT. = EASEMENT TB = TANGENT BEARING = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK = TANGENT TO CURVE TC PG. = PAGE FND. = FOUNDTWP. = TOWNSHIP(F) = FIELD DATAPLS = PROFESSIONAL LAND SURVEYOR UF = UTILITY EASEMENT FDOT = FLORIDA DEPARTMENT OF = PROPERTY LINE

= PLAT DATA

= PLAT BOOK

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

(P)

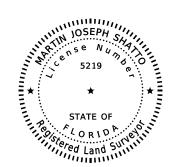
PB

MARTIN J. SHATTO, PSM

TRANSPORTATION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



SEE SHEET 2	SEE SHEET 2 FOR SKETCH OF DESCRIPTION												
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA. 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE NOTE 3 ABO	OVE					
UPDATE SIGNATURE	MJS	4/03/2024	DRAWN	R. REBELLO	02/21/2024								
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	02/22/2024	S	SECTION N/A	SHEET 3 OF 3					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-109A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

A PORTION OF TRACT "D", HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1175, PAGE 922, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE: THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 29.87 FEET TO THE POINT OF BEGINNING; THENCE NORTH 33°20'26" EAST, A DISTANCE OF 80.63 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF IVY MIST LANE, A 50 FEET WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 56°35'05" EAST, A DISTANCE OF 25.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 11°37'19" EAST AND A CHORD DISTANCE OF 35.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 89°55'31", A DISTANCE OF 39.24 FEET TO THE POINT OF TANGENCY AND A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE SOUTH 33°20'26" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 21.94 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE SOUTH 89°23'35" WEST, A DISTANCE OF 60.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 3055 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY			
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A			
			DRAWN	R. REBELLO	01/02/2024	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET 4			
REVISION	BY	DATE	CHECKED	M. SHATTO	01/24/2024	SECTION N/A SHEET 1 OF 4					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 **PARCEL 53-109A POC** HIDDEN GLEN W 1/4 COR. OF SEC. 6 PB 9 PG. 75 FND. 4" X 4" CM TOP BROKEN 0 1/4, SEC. NO ID IVY MIST **WEST LINE** LANE ш ш NW COR. OF NE 1/4 28 ŊĘ Ċ OF SW 1/4 OF SEC. 6 RGE TRACT "C" RGE R/W LINE SEE SHEET 3 S89°49'30"E (1359.25'(F) N89°24'55"E 1320.20'(F) POB N LINE OF SE 1/4 OF SEC. 6 N89°23'35"E N LINE OF N LINE OF NE 1/4 OF NW 1/4 OF 29.87'(C) SW 1/4 OF SEC. 6 SW 1/4 OF SEC. 6 9 SW COR. NE 1/4 SEC. OF SEC. 6 50 100 Scale: 1" =100' SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 4 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 DRAWN R. REBELLO 01/02/2024

REVISION

BY

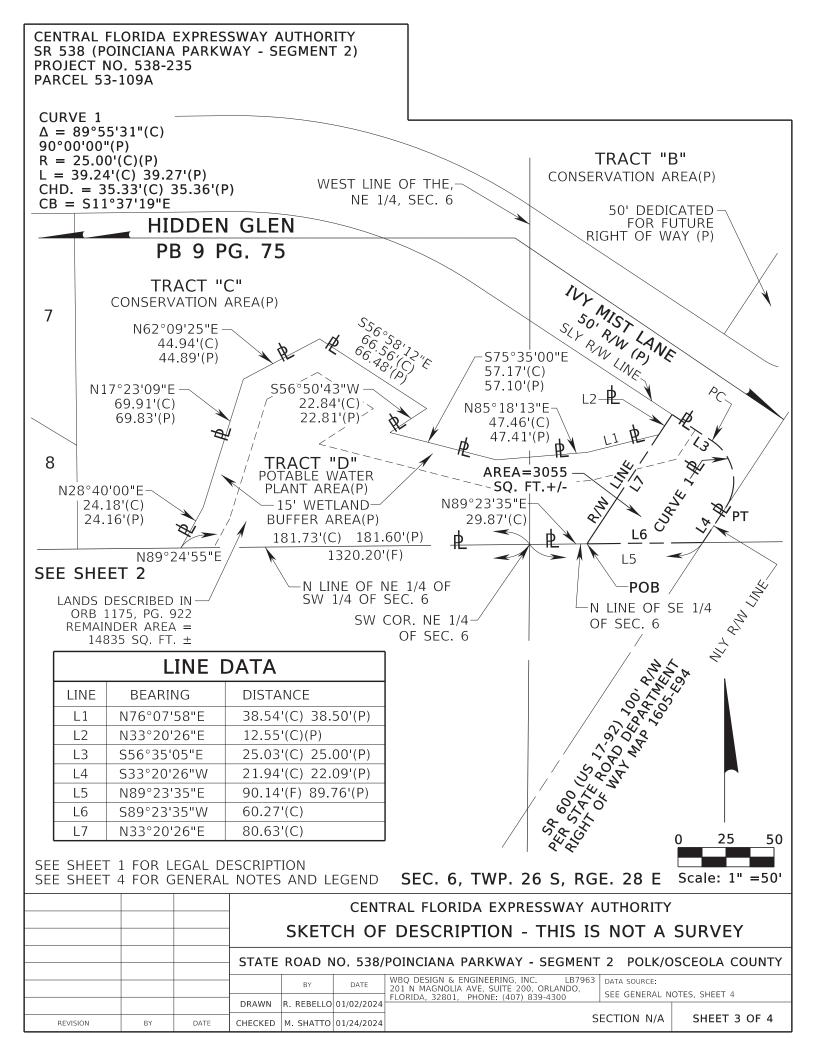
DATE

CHECKED

M. SHATTO 01/24/2024

SECTION N/A

SHEET 2 OF 4



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-109A

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°23'35" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF TITLE SEARCH REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 32649-3 DATED 11/19/2023 AT 8:00 A.M. AND PROPERTY INFORMATION REPORT FILE NO. 32649-1 DATED 04/08/2024 AT 8:00 A.M.

### LEGEND

= POINT OF CURVATURE CHD. = CHORD DISTANCE ID = IDENTIFICATION = POINT OF INTERSECTION ĬΡ CB = CHORD BEARING = IRON PIPE POB = POINT OF BEGINNING ΙR = IRON ROD OR REBAR = CENTERLINE POC = POINT OF COMMENCEMENT = CALCULATED DATA (C) IRC = IRON ROD AND CAP P.O.T. = POINT ON TANGENT CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE PT = POINT OF TANGENCY CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS PROJ. = PROJECT L/A = LIMITED ACCESS **AUTHORITY** = RADIUS CO. = COUNTYMON. = MONUMENTATION/MONUMENT RR = RAILROAD COR. = CORNER NO. = NUMBER RGE. = RANGE CM = CONCRETE MONUMENT N/A = NOT APPLICABLE REF. = REFERENCE = COUNTY ROAD NL = NAIL R/W = RIGHT OF WAY CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKSEC. = SECTIOND = DEGREE NT = NON-TANGENT SLY = SOUTHERLY = DEED DATA (D) NTS = NOT TO SCALE SR = STATE ROAD DB = DEED BOOK NLY = NORTHERLY SQ. FT.= SQUARE FEET OR DR. = DRIVE= OFFICIAL RECORD Т = TANGENT ORB = OFFICIAL RECORD BOOK ESMT. = EASEMENT TB = TANGENT BEARING PG. = DELTA (CENTRAL ANGLE) = PAGE TC = TANGENT TO CURVE **PLS** FND. = FOUND= PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP= PROPERTY LINE = FIELD DATA (F) UE = UTILITY EASEMENT (P) FDOT = FLORIDA DEPARTMENT OF = PLAT DATA PB = PLAT BOOK TRANSPORTATION

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.18 16:58:18 -04'00'

MARTIN J. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

CHECKED M. SHATTO 01/24/2024

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

DATE

BY

	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
	SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY
	Sketch of beschirition - This is not a solver

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY LB7963 DATA SOURCE:

WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE DRAWN R. REBELLO 01/02/2024 UPDATE TITLE 4/18/2024

SECTION N/A SHEET 4 OF 4

LORIDA Stered Land Sur

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-109B

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

THE 50' DEDICATED FOR FUTURE RIGHT OF WAY PARCEL, HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST OUARTER CORNER OF SECTION 6. TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST. A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 90.14 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE NORTH 33°20'26" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.94 FEET TO THE POINT OF BEGINNING AND THE POINT OF CUSP OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 78°22'41" WEST AND A CHORD DISTANCE OF 35.38 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF IVY MIST LANE, A 50 FEET WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, THROUGH A CENTRAL ANGLE OF 90°04'29", A DISTANCE OF 39.30 FEET TO THE POINT OF TANGENCY; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 56°35'05" WEST, A DISTANCE OF 24.97 FEET TO THE SOUTHEAST CORNER OF TRACT "B" PER SAID PLAT OF HIDDEN GLEN; THENCE ALONG THE EASTERLY LINE OF SAID TRACT "B" NORTH 33°20'26" EAST, A DISTANCE OF 200.94 FEET TO THE NORTHERLY LINE OF SAID PLAT OF HIDDEN GLEN; THENCE ALONG SAID NORTHERLY LINE SOUTH 65°06'00" EAST, A DISTANCE OF 50.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 600; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 33°20'26" WEST, A DISTANCE OF 183.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 10099 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE			POINCIANA PARKWAY - SEGMENT					
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	IOTES, SHEET 4			
			DRAWN	R. REBELLO	01/02/2024	TECHIDA, 32001, THORE. (407) 033-4300	I .				
REVISION	BY	DATE	CHECKED	M. SHATTO	01/24/2024	S	ECTION N/A	SHEET 1 OF 4			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 **PARCEL 53-109B POC** HIDDEN GLEN W 1/4 COR. OF SEC. 6 PB 9 PG. 75 FND. 4" X 4" CM TOP BROKEN 0 1/4, SEC. NO ID IVY MIST WEST LINE LANE ш ш NW COR. OF NE 1/4 28 Ŋ OF SW 1/4 OF SEC. 6 TRACT "C" RGE. POB TRACT "D" N33°20'26"E S89°49'30"E 121.94'(C) (1359.25'(F) N89°24'55"E 1320.20'(F) N LINE OF SE 1/4 OF SEC. 6 N LINE OF N LINE OF NE 1/4 OF N89°23'35"E NW 1/4 OF SW 1/4 OF SEC. 6 SW 1/4 OF 90.14'(C) 89.76'(P) SEC. 6 9 SW COR. NE 1/4 ΕΙ. ΕΟ. OF SEC. 6 50 100 Scale: 1" =100' SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 4 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 DRAWN R. REBELLO 01/02/2024

REVISION

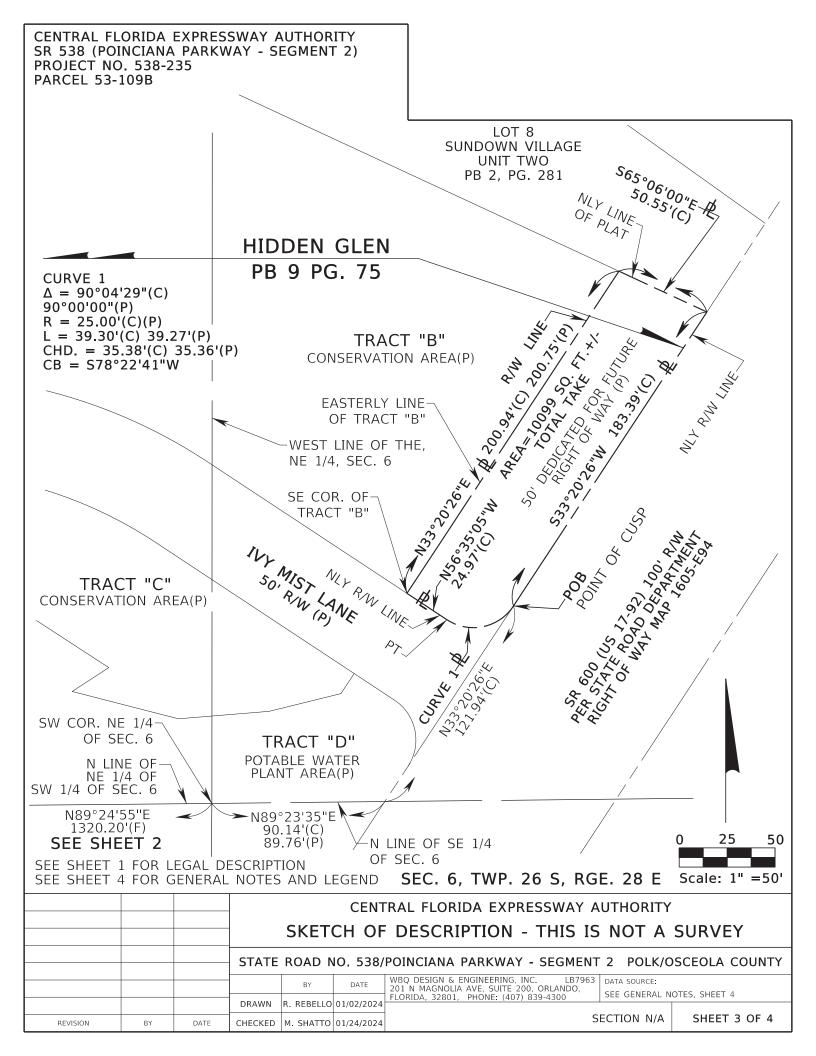
BY

DATE

CHECKED M. SHATTO 01/24/2024

SECTION N/A

SHEET 2 OF 4



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-109B** 

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°23'35" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

### LEGEND

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

# Martin J Shatto Digitally signed by INIALLI J Shatto Date: 2024.04.04 10:31:18 -04'00'

Digitally signed by Martin J Shatto

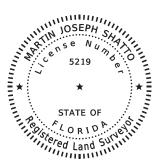
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

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

SEE SHEETS	SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION											
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
			-	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
UPDATE SIGNATURE	MJS	4/03/2024	DRAWN	R. REBELLO	01/02/2024	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	J*L				
REVISION	BY	DATE	CHECKED	M. SHATTO	01/24/2024	S	ECTION N/A	SHEET 4 OF 4				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-110 PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

That portion of:

The Northwest quarter of Section 17, Township 26 South, Range 28 East, Osceola County, Florida

Being a portion of the lands described in Official Records Book 4184, Page 2959, of the Public Records of Osceola County, Florida.

Lying within the following described boundaries described as follows:

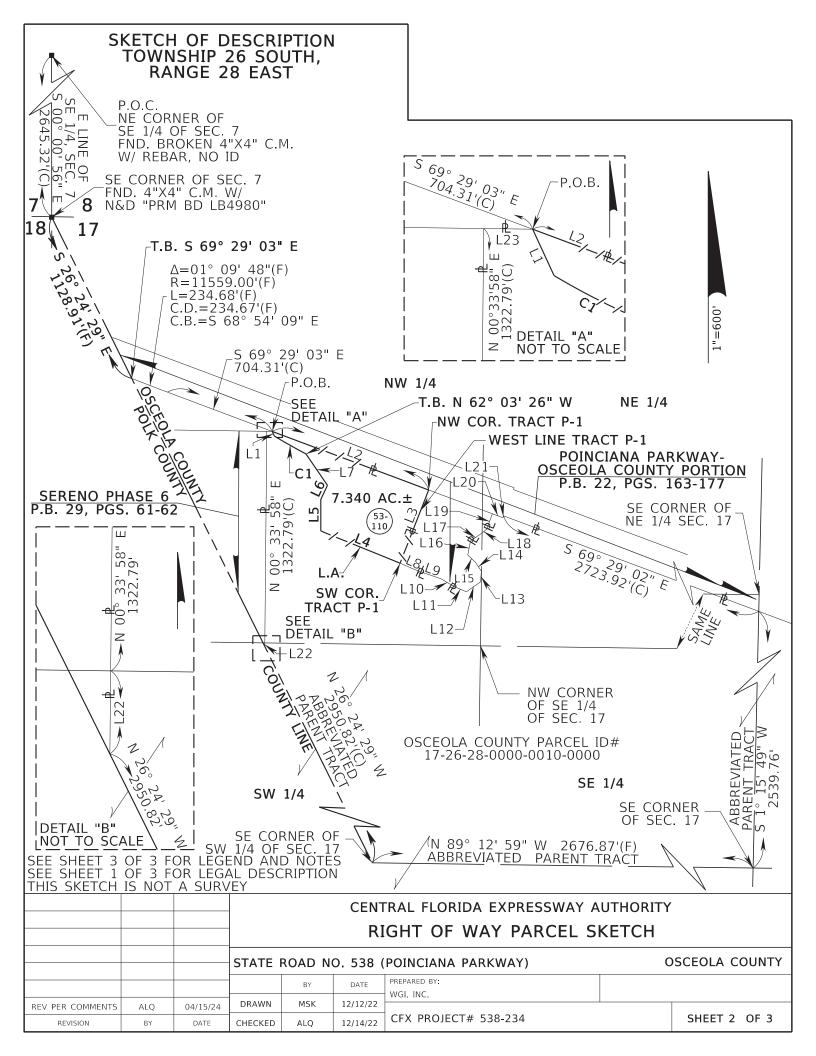
COMMENCE at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00′56" East, along the East line of said Southeast quarter, a distance of 2645.32 feet to a 4" by 4" concrete monument with a nail and disk stamped "PRM BD LB4980" marking the Southeast corner of Section 7, Township 26 South, Range 28 East, Osceola County, Florida, also being the Northwest corner of Section 17, Township 26 South, Range 28 East, Osceola County, Florida, said point lying on the County line between Osceola and Polk Counties; thence South 26°24'29" East, along said County line, a distance of 1128.91 feet to a point on the Southerly existing right of way line of Poinciana Parkway, as shown on the Plat of Poinciana Parkway - Osceola County Portion, according to the plat thereof as recorded in Plat Book 22, Pages 163 through 177 of the public records of Osceola County, Florida, said point being on a non-tangent curve concave North erly, having a radius of 11559.00 feet and chord which bears South 68°54'09" East, a distance of 234.67 feet; thence from a tangent bearing of South 69°29'03" East, run Southeasterly along said Southerly right of way line and the arc of said curve through a central angle of 01°09'48" for a length of 234.68 feet to the end of said curve; thence South 69°29'03" East, continuing along said Southerly right of way line, a distance of 704.31 feet to the POINT OF BEGINNING. Thence continue South 69°29'03" East, along said Southerly right of way line, a distance of 1044.29 feet to the Northwest corner of Tract P-1 of said plat of Poinciana Parkway - Osceola County Portion; thence South 21°19'17" West, along the Westerly line of said Tract P-1, a distance of 491.91 feet to the Southwest corner of said Tract P-1; thence North 67°53'39" West, departing said Westerly line of Tract P-1, a distance of 535.57 feet; thence North 00°00'00" East, a distance of 197.09 feet; thence North 25°16'35" East, a distance of 98.12 feet; thence North 34°20'46" West, a distance of 236.97 feet to the beginning of a non-tangent curve concave Northeasterly and having a radius of 4395.00 feet and a chord which bears North 60°34'41" West, a distance of 226.92 feet; thence from a tangent bearing of North 62°03'26" West, run Northwesterly along the arc of said curve through a central angle of 02°57'31" for a length of 226.94 feet to the end of said curve; thence North 24°29'35" West, a distance of 32.69 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

Containing 7.340 Acres, more or less.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH								
			STATE I	ROAD N	O. 538 (	0	OSCEOLA COUNTY					
				BY	DATE							
			DRAWN	MSK	12/12/22	WGI, INC.						
REVISION	BY	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234		SHEET 1 OF 3				



#### SKETCH OF DESCRIPTION LEGEND: AC**ACRES** C.B. CHORD BEARING LINE DATA: C.D. CHORD DISTANCE N 24° 29' 35" W 32.69 (C) COR CORNER L1 S 69° 29' 03" E L2 1044 29 (C) C.M. CONCRETE MONUMENT S 21° 19' 17" W L3 491.91 (C) **EXIST EXISTING** 67° 53' 39" W L4 535.57'(C) FND **FOUND** L5 00° 00' 00" E 197.09'(C) 25° 16' 35" E ID IDENTIFICATION L6 98.12'(C) L7 N 34° 20' 46" W 236.97'(C) CURVE LENGTH S 66° 34' 58" E L8 117.09'(C)(P) LIMITED ACCESS RIGHT OF WAY L.A. L9 S 71° 02' 15" E 157.23'(C)(P) LB LICENSED BUSINESS S 59° 17' 17" E L10 96.19'(C)(P) NORTH AMERICAN DATUM OF 1983 NAD83 S 67° 36' 41" E L11 82.33'(C)(P) 55° 05' 40" E L12 107.27'(C)(P) Ν N&D NAIL & DISK 04° 12' 47" E L13 66.73'(C)(P) Ν OFFICIAL RECORDS BOOK O.R.B. 33° 07' 55" W 67.87'(C)(P) L14 Ν Æ PROPERTY LINE 47° L15 30' 35" W Ν 65.26 (C)(P) PLAT BOOK P.B. 11° 17" E L16 Ν 30' 90.40'(C)(P) 41" 55° P.O.B. POINT OF BEGINNING L17 Ν 27' 76.38'(C)(P) 51° 17" L18 Ν 24' Ε 48.27'(C)(P) P.O.C. POINT OF COMMENCEMENT N 20° 30' 56" E L19 102.91'(C)(P) PRM PERMANENT REFERENCE MONUMENT S 69° 29' 03" L20 E 70.33 (C)(P) PG./PGS. PAGE/PAGES 31' 00" E N 20° L21 12.00'(C)(P) N 00° 33' 58" E **RADIUS** 20.57'(C)(P) L22 L23 S 89° 11' 38" E 33.98 (C)(P) R/W RIGHT OF WAY SEC. SECTION TANGENT BEARING T.B. = W/ WITH DELTA/CENTRAL ANGLE CURVE C1 LIMITED ACCESS R/W LINE $\Delta = 02^{\circ} 57' 31''(C)$ L = 226.94'(C)R/W LINE R = 4395.00'(C)PERPETUAL EASEMENT LINE $C.B. = N 60^{\circ} 34' 41" W$ NOTES: C.D. = 226.92'(C)1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST AS BEING SOUTH 00°00'56" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE. 2. THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH. EXCEPT AS SHOWN. 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY THE PROPERTY INFORMATION REPORT AGSC FILE NUMBER 30361-110/115/116 DATED OCTOBER 23, 2020 AT 8:00 AM, UPDATED BY AGSC FILE NUMBER 30361-110/115, DATED MARCH 1, 2023 AT 8:00 AM AND UPDATED MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION.

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION THIS SKETCH IS NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FLORIDA STATUTES.	L
Allen Quickel 2024.04.19 41:31:27-04'00'	
STATE OF	
ALLEN L. QUICKEL FLORIDA PSM# 6481 THE SEAL ON THIS DOCUMENT WAS	
AUTHORIZED BY THE SIGNING SURVEYOR ON THE DATE OF DIGITAL SIGNATURE	ſ

			ı
REV PER COMMENTS	ALQ	04/15/24	
REVISION	BY	DATE	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT OF WAY PARCEL SKETCH

STATE ROAD NO. 538 (POINCIANA PARKWAY)

OSCEOLA COUNTY

	BY	DATE	PREPARED BY: WGI, INC.		
DRAWN	MSK	12/12/22	WGI, INC.		
CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234	SHEET 3	OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-115 PARTS A-B/53-815 PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION PART A

That portion of:

The Southeast quarter of Section 7, Township 26 South, Range 28 East, Osceola County, Florida

Being a portion of the lands described in Official Records Book 4184, Page 2959, of the Public Records of Osceola County, Florida.

Lying within the following described boundaries described as follows:

Commence at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence North 89°54′06" West, along the North line of said Southeast quarter, a distance of 867.60 feet to the POINT OF BEGINNING; thence South 22°26′04" East, a distance of 338.39 feet; thence North 67°33′56" East, a distance of 45.00 feet; thence South 22°26′04" East, a distance of 1100.00 feet; thence North 67°33′56" East, a distance of 8.00 feet; thence South 22°26′04" East, a distance of 261.11 feet; thence South 85°18′47" West, a distance of 369.96 feet to a point on the County Line between Osceola and Polk Counties; thence North 26°50′40" West, along said Osceola-Polk County Line, a distance of 663.10 feet; thence North 67°33′56" East, a distance of 51.00 feet; thence North 22°26′04" West, a distance of 435.47 feet, to a point on the aforementioned North line of the Southeast quarter of said Section 7; thence South 89°54′06" East, along said North line, a distance of 253.34 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

Containing 12.624 Acres, more or less.

SEE SHEETS 5-7 OF 7 FOR SKETCH OF DESCRIPTION SEE SHEET 7 OF 7 FOR LEGEND AND NOTES

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH								
			STATE	STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA COUNTY								
				BY	DATE							
ADD PARTS TO PARCEL NUMBER	ALQ	05/14/24	DRAWN	MSK	11/16/22	WGI, INC.						
REVISION	BY	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234		SHEET 1 OF 7				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-115 PARTS A-B/53-815 PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION PART B

That portion of:

The Southeast quarter of Section 7, the Southwest quarter of Section 8, and the North half of Section 17, Township 26 South, Range 28 East, Osceola County, Florida

Being a portion of the lands described in Official Records Book 4184, Page 2959, of the Public Records of Osceola County, Florida.

Lying within the following described boundaries described as follows:

Commence at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00'56" East, along the East line of said Southeast quarter, a distance of 1891.44 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 4005.00 feet and a chord which bears South 35°30'56" East, a distance of 1564.43 feet to the POINT OF BEGINNING; thence from a tangent bearing of South 24°15'10" East, run Southeasterly along the arc of said curve through a central angle of 22°31'32" for a length of 1574.55 feet to the end of said curve; thence South 43°13'18" West, a distance of 45.00 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 4050.00 feet and a chord which bears South 58°07'51" East, a distance of 1594.42 feet; thence from a tangent bearing of South 46°46'42" East, run Southeasterly along the arc of said curve through a central angle of 22°42'17" for a length of 1604.90 feet to a Point of Tangency; thence South 69°29'00" East, a distance of 724.80 feet; thence South 20°31'00" West, a distance of 49.88 feet to a point on the Northerly existing right of way line of Poinciana Parkway, as shown on the Plat of Poinciana Parkway - Osceola County Portion, according to the plat thereof as recorded in Plat Book 22, Pages 163 through 177 of the public records of Osceola County, Florida; thence North 69°29'03" West, along said Northerly right of way line, a distance of 2244.44 feet to the beginning of a tangent curve concave Northerly having a radius of 11359.00 feet and a chord which bears North 69°20'03" West, a distance of 455.89 feet; thence run Westerly along the arc of said curve and along said Northerly right of way line through a central angle of 02°17'59" for a length of 455.92 feet a point lying on the County line between Osceola and Polk Counties and the end of said curve; thence North 26°24'29" West, along said Osceola-Polk County Line, a distance of 826.16 feet to a 4" by 4" concrete monument with a nail and disk stamped "PRM BD LB4980" marking the Southeast corner of Section 7, Township 26 South, Range 28 East, Osceola County, Florida; thence North 26°50'40" West, along said Osceola-Polk County Line, a distance of 1162.91 feet; thence North 85°18'47" East, a distance of 367.40 feet; thence South 22°26'04" East, a distance of 223.50 feet to a point on a non-tangent curve concave Easterly and having a radius of 4030.00 feet and a chord which bears South 23°00'39" East, a distance of 81.08 feet; thence from a tangent bearing of South 22°26'04" East, run along the arc of said curve through a central angle of 01°09'10" for a length of 81.08 feet to the end of said curve; thence North 66°24'46" East, a distance of 25.00 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 4005.00 feet and a chord which bears South 23°55'12" East, a distance of 46.52 feet; thence from a tangent bearing of South 23°35'14" East, run Southeasterly along the arc of said curve through a central angle of 00°39'56" for a length of 46.52 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

Containing 25.545 Acres, more or less.

SEE SHEETS 5-7 OF 7 FOR SKETCH OF DESCRIPTION SEE SHEET 7 OF 7 FOR LEGEND AND NOTES

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH								
			STATE	TATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA COUNTY								
				BY	DATE	PREPARED BY:						
ADD PARTS TO PARCEL NUMBER	ALQ	05/14/24	DRAWN	MSK	11/16/22	WGI, INC.						
REVISION	BY	DATE	CHECKED	CKED ALQ 12/14/22 CFX PROJECT# 538-234 SHEET 2 OF 7								

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-115 PARTS A-B/53-815 PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION 53-815

That portion of:

The Southeast quarter of Section 7, Township 26 South, Range 28 East, Osceola County, Florida;

Being a portion of the lands described in Official Records Book 4184, Page 2959, of the Public Records of Osceola County, Florida.

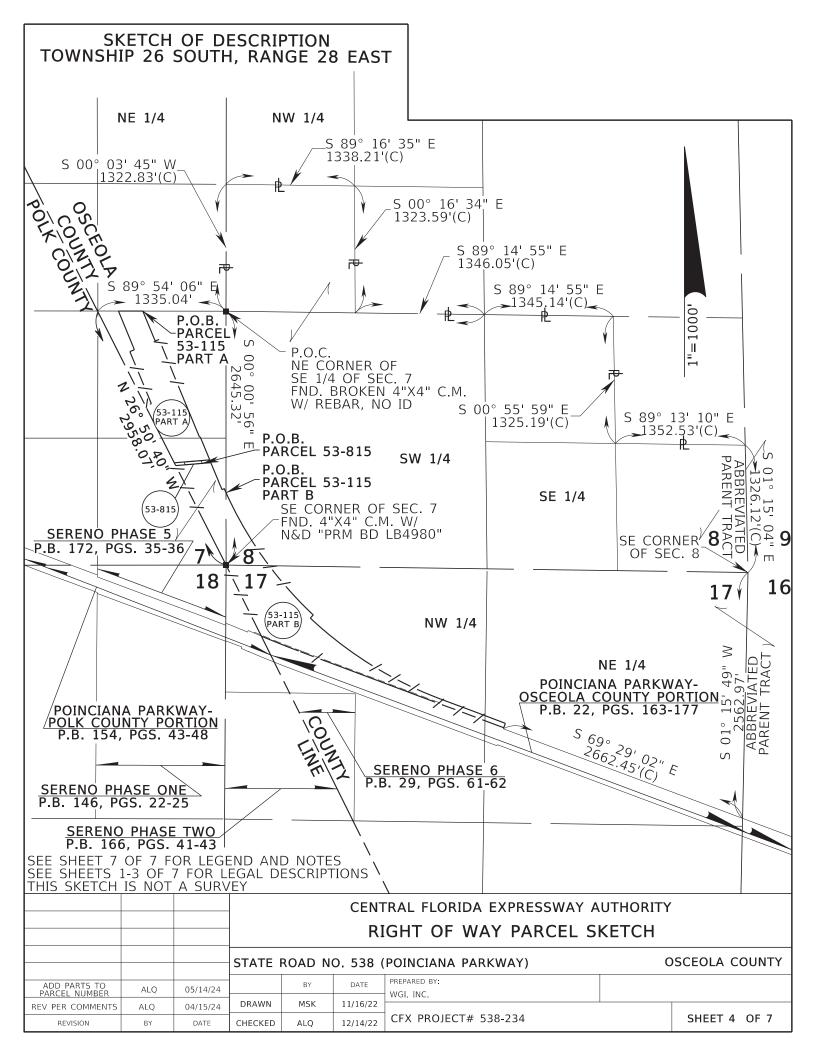
Lying within the following described boundaries described as follows:

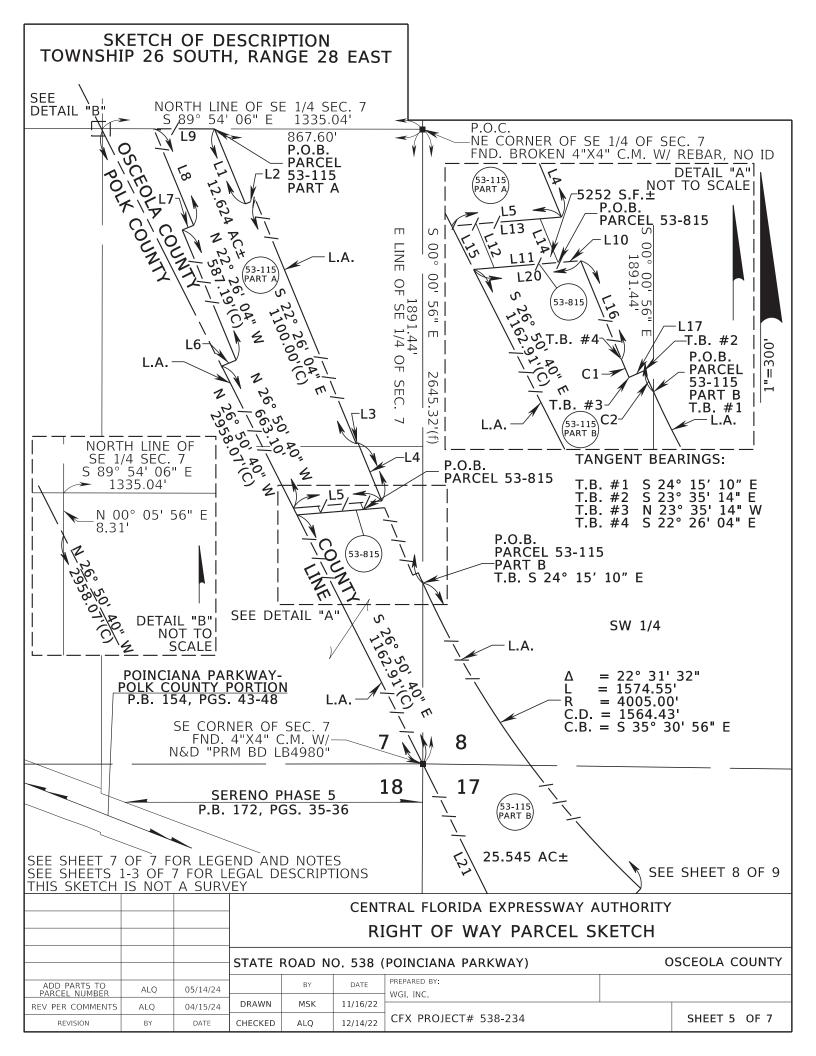
Commence at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00′56" East, along the East line of said Southeast quarter, a distance of 1891.44 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 4005.00 feet and a chord which bears North 23°55′12" West, a distance of 46.52 feet; thence from a tangent bearing of North 24°15′10" West, run Northwesterly along the arc of said curve through a central angle of 00°39′56" for a length of 46.52 feet to the end of said curve; thence South 66°24′46" West, a distance of 25.00 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 4030.00 feet and a chord which bears North 23°00′39" West, a distance of 81.08 feet; thence from a tangent bearing of North 23°35′14" West, run Northwesterly along the arc of said curve through a central angle of 01°09′10" for a length of 81.08 feet to the end of said curve; thence North 22°26′04" West, a distance of 223.50 feet; thence South 85°18′47" West, a distance of 89.25 feet to the POINT OF BEGINNING; thence South 85°18′47" West, a distance of 178.49 feet; thence North 22°26′04" West, a distance of 30.90 feet; thence North 85°18′47" East, a distance of 178.49 feet; thence South 22°26′04" East, a distance of 30.90 feet to the POINT OF BEGINNING

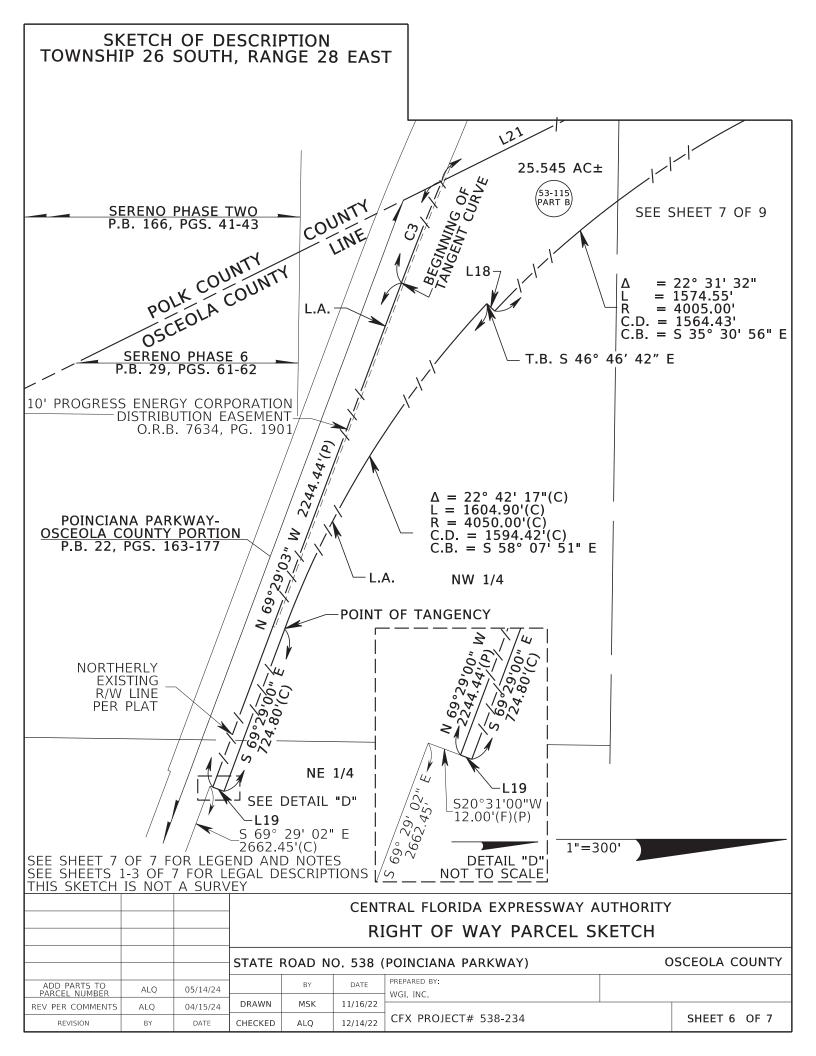
Containing 5252 Square Feet, more or less.

### SEE SHEETS 5-7 OF 7 FOR SKETCH OF DESCRIPTION SEE SHEET 7 OF 7 FOR LEGEND AND NOTES

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH								
			STATE	TATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA COUNTY								
				BY	DATE	PREPARED BY: WGI, INC.						
ADD PARTS TO PARCEL NUMBER	ALQ	05/14/24	DRAWN	MSK	11/16/22	WGI, INC.						
REVISION	BY	DATE	CHECKED	CKED ALQ 12/14/22 CFX PROJECT# 538-234 SHEET 3 OF 7								







### SKETCH OF DESCRIPTION

### LEGEND:

AC **ACRES** 

C.B. CHORD BEARING

CHORD DISTANCE C.D.

COR CORNER

C.M. CONCRETE MONUMENT

**EXIST EXISTING FND** FOUND

**IDENTIFICATION** ID

CURVE LENGTH/

LINE NUMBER

LIMITED ACCESS RIGHT L.A.

OF WAY

LB LICENSED BUSINESS

NORTH AMERICAN DATUM NAD83

OF 1983

N&D NAIL & DISK

O.R.B. OFFICIAL RECORDS BOOK

P PROPERTY LINE P.B. PLAT BOOK

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

PRM PERMANENT REFERENCE

MONUMENT

PG./PGS. = PAGE/PAGES

RADIUS R

R/W RIGHT OF WAY

SEC. SECTION

S.F. **SQUARE FEET** 

TANGENT BEARING T.B.

W/ WITH

DELTA/CENTRAL ANGLE Δ

NOTES:

LEGEND:

LIMITED ACCESS R/W LINE -/--/--/--

R/W LINE

PERPETUAL EASEMENT LINE

R

Δ

= 81.08'(C)

= 46.52'(C)

CURVE C3  $\Delta = 02^{\circ} 17' 59"(F)$ 

R = 11359.00'(F)

C.D. = 455.89'(F)

L = 455.92'(F)

= 4005.00'(C)

C.D. = 46.52'(C) C.B. = S 23° 55' 12" E

C.B. = N  $68^{\circ} 20^{\circ} 03'' W$ 

C.D. = 81.08'(C)

CURVE C2

= 4030.00'(C)

 $C.B. = S 23^{\circ} 00' 39'' E$ 

 $= 00^{\circ} 39' 56''(C)$ 

LINE DATA:

S 22° 26' 04" E 338.39'(C) L1

L2 N 67° 33' 56" E 45.00'(C)

N 67° 33' 56" E 13 8.00 (C)

CURVE C1 S 22° 26' 04" E L4 261.11'(C)  $= 01^{\circ} 09' 10''(C)$ 

Δ L5 S 85° 18' 47" W 369.96'(C)

N 67° 33' 56" E L6 65.34'(C)

L7 N 67° 33' 56" E 51.00'(C)

L8 N 22° 26' 04" W 435.47'(C)

S 89° 54' 06" E 253.34'(C) L9

L10 S 85° 18' 47" W 89.25'(C)

L11 S 85° 18' 47" W 178.49'(C)

L12 N 22° 26' 04" W 30.90'(C)

L13 N 85° 18' 47" E 178.49'(C)

L14 S 22° 26' 04" E 30.90'(C)

L15 S 26° 50' 40" 31.77'(C)

L16 S 22° 26' 04" E 223.50'(C)

L17 N 66° 24' 46" E 25.00'(C)

L18 S 43° 13' 18" W 45.00 (C)

L19 S 20° 31' 00" W 49.88 (C)

L20 N 85° 18' 47" E 367.40'(C)

L21 N 26° 24' 29" W 826.16'(C)

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST AS BEING SOUTH 00°00'56" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE,

- 2. THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY THE PROPERTY INFORMATION REPORT AGSC FILE NUMBER 30361-110/115/116 DATED OCTOBER 23, 2020 AT 8:00 AM, UPDATED BY AGSC FILE NUMBER 30361-110/115 DATED MARCH 1, 2023 AT 8:00 AM, AND UPDATED MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION.

SEE SHEETS 4-6 OF 7 FOR SKETCH OF DESCRIPTION SEE SHEETS 1-3 OF 7 FOR LEGAL DESCRIPTIONS THIS SKETCH IS NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES. EN LEE O

Allen Quickel 2024.05.15 10:12:31-04'00

REV PER COMMENTS	ALQ	04/15/24
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH

STATE ROAD NO. 538 (POINCIANA PARKWAY)

PREPARED BY:

OSCEOLA COUNTY

ALLEN L QUICKEL		BY	DATE
ALLEN L. QUICKEL FLORIDA PSM# 6481 THE SEAL ON THIS DOCUMENT WAS	DRAWN	MSK	11/16/22
AUTHORIZED BY THE SIGNING SURVEYOR ON THE DATE OF DIGITAL SIGNATURE	CHECKED	ALQ	12/14/22

WGI, INC.		
CFX PROJECT#	538-234	

SHEET 7 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-116 PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

That portion of:

The Northeast quarter of Section 7, Township 26 South, Range 28 East, Osceola County, Florida;

Being a portion of the lands described in Official Records Book 4184, Page 2959, of the Public Records of Osceola County, Florida.

Lying within the following described boundaries described as follows:

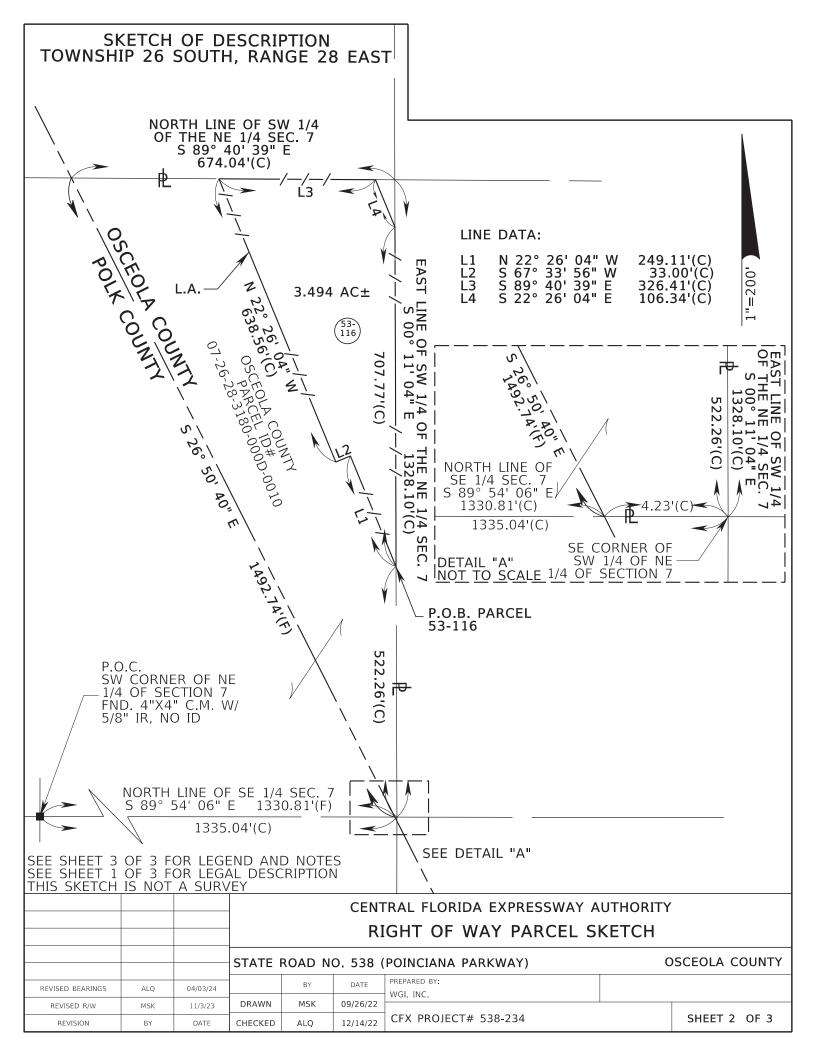
COMMENCE at a 4" by 4" concrete monument with a 5/8" iron rod with no identification marking the Southwest corner of the Northeast quarter of Section 7, Township 26 South, Range 28 East, Polk County, Florida, also being the Northwest corner of the Southeast quarter of said Section 7; thence South 89°54′06" East, along the North line of said Southeast quarter, a distance of 1335.04 feet to the Southeast corner of the Southwest quarter of said Northeast quarter of Section 7; thence North 00°11′04" West, along the East line of said Southwest quarter, a distance of 522.26 feet to the POINT OF BEGINNING; thence North 22°26′04" West, a distance of 249.11 feet; thence South 67°33'56" West, a distance of 33.00 feet; thence North 22°26′04" West, a distance of 638.56 feet to a point on the North line of said Southwest quarter of the Northeast quarter of Section 7; thence South 89°40′39" East, along said North line, a distance of 326.41 feet; thence South 22°26′04" East, a distance of 106.34 feet to a point on the aforesaid East line of the Southwest quarter of the Northeast quarter of Section 7; thence South 00°11′04" East, along said East line, a distance of 707.77 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

Containing 3.494 Acres, more or less.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH								
			STATE	STATE ROAD NO. 538 (POINCIANA PARKWAY)  BY DATE PREPARED BY:								
UPDATE DESCRIPTION	ALQ	04/03/24										
REVISED R/W	MSK	11/03/23	DRAWN	DRAWN MSK 09/26/22 WGI, INC.								
REVISION	BY	DATE	CHECKED	CKED ALQ 12/14/22 CFX PROJECT# 538-234 SHEET 1 OF 3								



### SKETCH OF DESCRIPTION

#### LEGEND:

AC = ACRES

CB = CHORD BEARING CD = CHORD DISTANCE

COR = CORNER

C.M. = CONCRETE MONUMENT

EXIST = EXISTINGFND = FOUND

ID = IDENTIFICATION L = CURVE LENGTH

L.A. = LIMITED ACCESS RIGHT OF WAY

LB = LICENSED BUSINESS

O.R.B = OFFICIAL RECORDS BOOK

= PROPERTY LINE

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

P.B. = PLAT BOOK

PG. = PAGE R = RADIUS

R/W = RIGHT OF WAY

SEC. = SECTION

T.B. = TANGENT BEARING

Δ = DELTA/CENTRAL ANGLE

'---/---= LIMITED ACCESS R/W LINE

- — —= R/W LINE

-= PERPETUAL EASEMENT LINE

### NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST AS BEING SOUTH 89°54'06" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY THE PROPERTY INFORMATION REPORT AGSC FILE NUMBER 30361-110/115/116 DATED OCTOBER 23, 2020 AT 8:00 AM, UPDATED BY AGSC FILE NUMBER 30361-110/115, DATED MARCH 1, 2023 AT 8:00 AM, AND UPDATED BY AGSC FILE NUMBER 30361-116, DATED MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION.

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH OF
DESCRIPTION IS IN ACCORDANCE WITH
THE STANDARDS OF PRACTICE FOR
SURVEYING AND MAPPING AS SET FORTH
IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE
CODE, PURSUANT TO CHAPTER 472.027,
FLORIDA STATUTES.

REV PER COMMENTS ALQ
REVISION BY

Allen Quickel 2024.04.19 14:31:38-04'00'

REV PER COMMENTS	ALQ	04/15/24
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH

OSCEOLA COUNTY

L	STATE OF		BY	DATE	PREPARED BY:
	ALLEN L. QUICKEL FLORIDA PSM# 6481				WGI, INC.
	THE SEAL ON THIS DOCUMENT WAS	DRAWN	MSK	09/26/22	
	AUTHORIZED BY THE SIGNING SURVEYOR ON THE DATE OF DIGITAL SIGNATURE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-117 PARTS A-B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION PART A

That portion of:

The Northeast quarter of Section 7, Township 26 South, Range 28 East, Osceola County, Florida;

Being a portion of the lands described in Official Records Book 1256, Pages 2273, 2292, and 2310, and Official Records Book 1257, Pages 585, 605, and 623, all of the Public Records of Osceola County, Florida.

Lying within the following described boundaries described as follows:

COMMENCE at a 4" by 4" concrete monument with a 5/8" iron rod with no identification marking the Southwest corner of the Northeast quarter of Section 7, Township 26 South, Range 28 East, Polk County, Florida; thence South 89°54′06" East, along the South line of said Northeast quarter, a distance of 1549.14 feet to the POINT OF BEGINNING; thence North 22°26′04" West, a distance of 565.42 feet to a point on the East line of the Southwest quarter of said Northeast quarter of Section 7; thence North 00°11′04" West, along said East line, a distance 707.78 feet; thence South 22°26′04" East, a distance of 405.96 feet; thence South 67°33′56" West, a distance of 34.00 feet; thence South 22°26′04" East, a distance of 911.61 feet to a point on the aforesaid South line of the Northeast quarter; thence North 89°54′06" West, along said South line, a distance of 253.34 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

Containing 5.119 Acres, more or less.

### SEE SHEETS 3-5 OF 6 FOR SKETCH OF DESCRIPTION SEE SHEET 6 OF 6 FOR LEGEND AND NOTES

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH								
ADD PARTS TO		05/14/24	STATE	STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA COUNTY								
PARCEL NUMBER	ALQ	05/14/24				PREPARED BY:						
REVISED DESCRIPTIONS	ALQ	04/03/24		BY	DATE	WGI, INC.						
REVISED R/W	MSK	11/3/23	DRAWN									
REVISION	BY	DATE	CHECKED	CKED ALQ 12/14/22 CFX PROJECT# 538-234 SHEET 1 OF 6								

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-117 PARTS A-B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION PART B

That portion of:

The Northeast quarter of Section 7, Township 26 South, Range 28 East, Osceola County, Florida.

Being a portion of the lands described in Official Records Book 1256, Pages 2273, 2292, and 2310, and Official Records Book 1257, Pages 585, 605, and 623, all of the Public Records of Osceola County, Florida.

Lying within the following described boundaries described as follows:

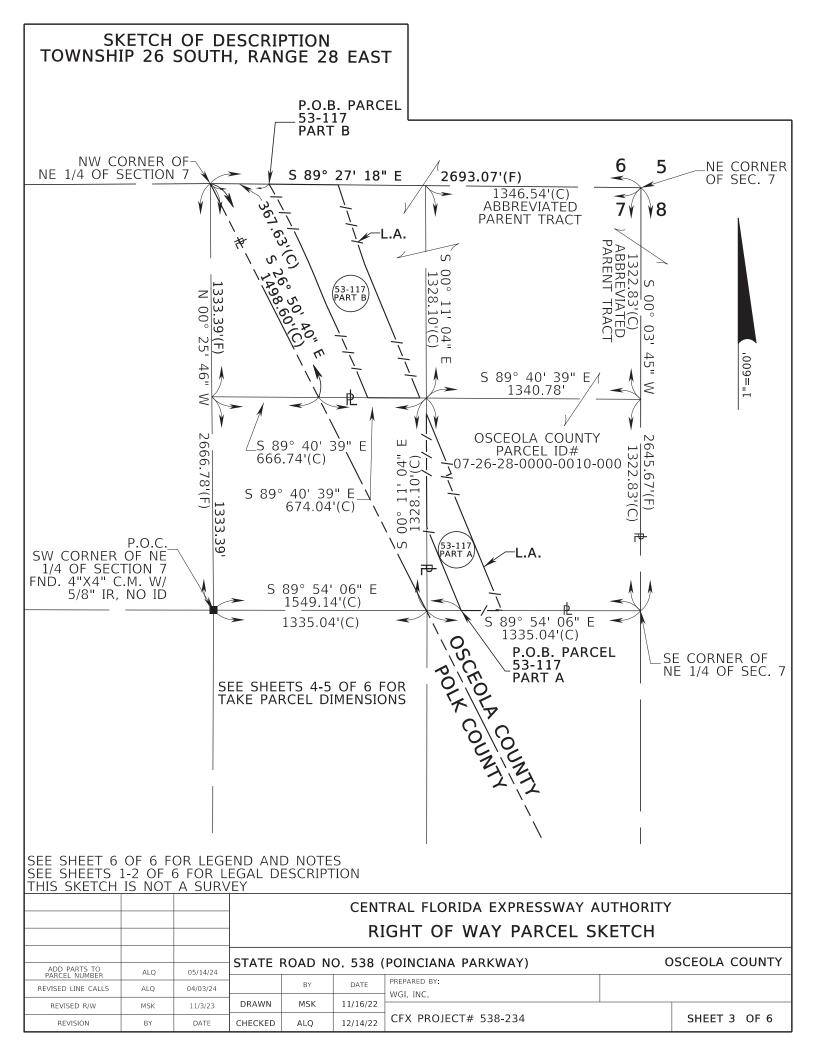
COMMENCE at a 4" by 4" concrete monument with a 5/8" iron rod with no identification marking the Southwest corner of the Northeast quarter of Section 7, Township 26 South, Range 28 East, Polk County, Florida; thence North 00°25′46" West, along the West line of said Northeast quarter, a distance of 2666.78 feet to the Northwest corner of said Northeast quarter; thence South 89°27′18" East, along the North line of said Northeast quarter, a distance of 367.63 feet to the POINT OF BEGINNING; thence continue South 89°27′18" East, along said North line, a distance of 431.84 feet; thence South 18°26′04" East, a distance of 521.38 feet; thence South 22°26′04" East, a distance of 907.10 feet to a point on the South line of the Northwest quarter of said Northeast quarter of Section 7; thence North 89°40′39" West, along said South line, a distance of 326.41 feet; thence North 22°26′04" West, a distance of 210.17 feet; thence North 24°43′31" West, a distance of 425.34 feet; thence North 22°26′04" West, a distance of 181.95 feet to a point of curvature of a curve concave Southwesterly having a radius of 4948.00 feet and a chord which bears North 26°13′23" West, a distance of 653.84 feet; thence run Northwesterly along the arc of said curve through a central angle of 07°34′36" for a length of 654.32 feet to the end of said curve and the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

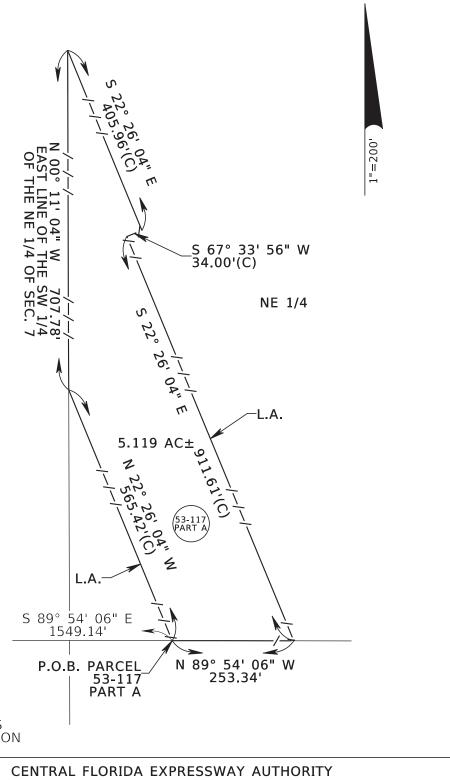
Containing 10.803 Acres, more or less.

### SEE SHEETS 3-5 OF 6 FOR SKETCH OF DESCRIPTION SEE SHEET 6 OF 6 FOR LEGEND AND NOTES

			_	CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH								
ADD PARTS TO			STATE	STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA COUNTY								
PARCEL NUMBER	ALQ	05/14/24			<u> </u>	L PREMARES BY	1					
REVISED DESCRIPTIONS	ALQ	04/03/24		BY	DATE	PREPARED BY: WGI, INC.						
REVISED R/W	MSK	11/3/23	DRAWN	MSK	11/16/22	wor, nec.						
REVISION	BY	DATE	CHECKED	CFX PROJECT# 538-234 SHEET 2 OF 6								



# SKETCH OF DESCRIPTION TOWNSHIP 26 SOUTH, RANGE 28 EAST

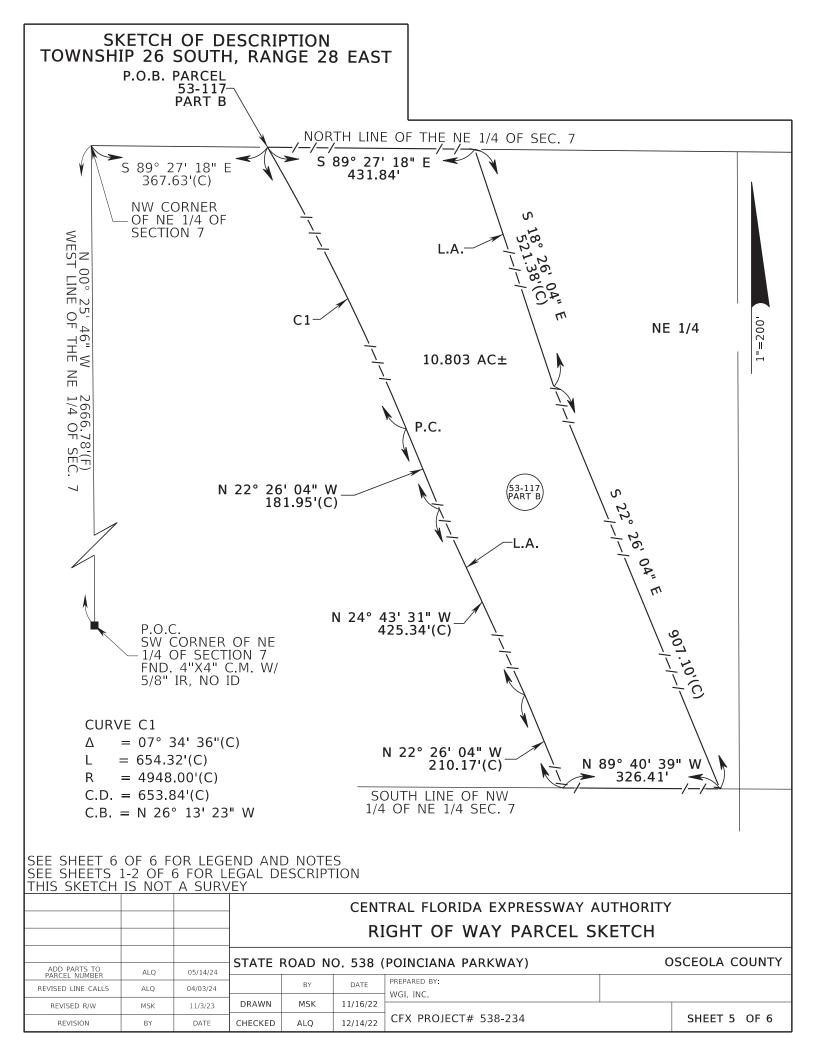


P.O.C. SW CORNER OF NE 1/4 OF SECTION 7 FND. 4"X4" C.M. W/ 5/8" IR, NO ID SOUTH LINE OF NE 1/4 SEC. 7

SEE SHEET 6 OF 6 FOR LEGEND AND NOTES SEE SHEETS 1-2 OF 6 FOR LEGAL DESCRIPTION THIS SKETCH IS NOT A SUBVEY

THIS SKETCH	IS	NOT	Α	SURVEY
-------------	----	-----	---	--------

THIS SKETCH		7. 00											
			1	CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				RIGHT OF WAY PARCEL SKETCH									
			CTATE	STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA COUNTY									
ADD PARTS TO PARCEL NUMBER	ALQ	05/14/24	SIAIL	KOAD N	U. 556 (	·		JCLOLA COUNTY					
REVISED LINE CALLS	ALQ	04/03/24		BY	DATE	PREPARED BY: WGI, INC.							
REVISED R/W	MSK	11/3/23	DRAWN	MSK	11/16/22								
REVISION	BY	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234		SHEET 4 OF 6					



# SKETCH OF DESCRIPTION

#### LEGEND:

ACACRES

C.B. CHORD BEARING C.D. CHORD DISTANCE

COR \_ CORNER

C.M. CONCRETE MONUMENT

**EXIST** =**EXISTING** FND **FOUND** 

ID = **IDENTIFICATION** 1 CURVE LENGTH/

L.A. LIMITED ACCESS RIGHT

OF WAY

LB = LICENSED BUSINESS

NAD83 NORTH AMERICAN DATUM

OF 1983

N&D NAIL & DISK

O.R.B. OFFICIAL RECORDS BOOK

Æ PROPERTY LINE P.B. PLAT BOOK

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT =

P.C. POINT OF CURVATURE

PG./PGS. = PAGE/PAGES

R **RADIUS** 

RIGHT OF WAY R/W \_

SEC. SECTION

T.B. TANGENT BEARING =

W/ WITH

DELTA/CENTRAL ANGLE Δ -/--/--LIMITED ACCESS R/W LINE

R/W LINE

PERPETUAL EASEMENT LINE

#### NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST AS BEING SOUTH 00°03'45" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY THE PROPERTY INFORMATION REPORT AGSC FILE NUMBER 30361-117/118 DATED OCTOBER 26, 2020 AT 8:00 AM, UPDATED BY AGSC FILE NUMBER 30361-117 A, B, C, & D, DATED MARCH 1, 2023 AT 8:00 AM AND UPDATED MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION.

SEE SHEETS 3-5 OF 6 FOR SKETCH OF DESCRIPTION SEE SHEETS 1-2 OF 6 FOR LEGAL DESCRIPTION THIS SKETCH IS NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH
THE STANDARDS OF PRACTICE FOR
SURVEYING AND MAPPING AS SET FORTH
IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE
CODE, PURSUANT TO CHAPTER 472.027,
FLORIDA STATUTES.

REV PER COMMENTS	ALQ	04/15/24
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH

STATE ROAD NO. 538 (POINCIANA PARKWAY)

OSCEOLA COUNTY

Allen Quickel 2024.05.15 10:12:43-04'00'	
ALLEN L. QUICKEL FLORIDA PSW 6481 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR ON THE DATE OF DIGITAL SIGNATURE	A de de

1000		BY	DATE	PREPARED BY:
	DRAWN	MSK	11/16/22	WGI, INC.
	CHECKED	ALQ	12/14/22	CFX PRO.

X PROJECT# 538-234

SHEET 6 OF 6

PROJECT NO. 538-235 PARCEL 53-117C PARTS 1-2

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

# LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LYING IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1391, PAGE 1832, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 2647.91 FEET TO THE SOUTH OUARTER CORNER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 SOUTH 89°27'18" EAST, A DISTANCE OF 363,37 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5891.00 FEET, A CHORD BEARING OF NORTH 29°55'45" WEST AND A CHORD DISTANCE OF 228.50 FEET; THENCE FROM A TANGENT BEARING OF NORTH 28°49'05" WEST, RUN NORTHWESTERLY 228.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'21" TO THE POINT OF TANGENCY; THENCE NORTH 31°02'26" WEST, A DISTANCE OF 370.76 FEET; THENCE NORTH 63°18'35" WEST, A DISTANCE OF 59.54 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°31'42" EAST, A DISTANCE OF 744.89 FEET; THENCE SOUTH 89°33'26" WEST, A DISTANCE OF 556.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF NORTH 32°49'53" EAST AND A CHORD DISTANCE OF 25.09 FEET: THENCE FROM A TANGENT BEARING OF NORTH 32°48'20" EAST, RUN NORTHEASTERLY 25.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°03'05" TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 7322.00 FEET, A CHORD BEARING OF NORTH 37°26'51" EAST AND A CHORD DISTANCE OF 15.11 FEET; THENCE FROM A TANGENT BEARING OF NORTH 37°23'18" EAST, RUN NORTHEASTERLY 15.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°07'06" TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE NORTH 89°50'48" EAST, A DISTANCE OF 533.69 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°25'25" EAST, A DISTANCE OF 218.75 FEET; THENCE SOUTH 28°06'52" EAST, A DISTANCE OF 173.28 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6435.80 FEET, A CHORD BEARING OF SOUTH 23°16'28" EAST AND A CHORD DISTANCE OF 1086.02 FEET; THENCE SOUTHEASTERLY 1087.31 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°40'48" TO THE POINT OF TANGENCY; THENCE SOUTH 18°26'04" EAST, A DISTANCE OF 182.76 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG SAID SOUTH LINE NORTH 89°27'18" WEST, A DISTANCE OF 436.10 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 14.118 ACRES, MORE OR LESS.

SEE SHEETS 3, 4, 5, & 6 FOR SKETCH OF DESCRIPTIONS SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 7				
REVISED PART 1	R. REBELLO	12/01/2023	DRAWN	R. REBELLO	03/24/2023							
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023	SECTION N/A   SHEET 1 OF 7						

PROJECT NO. 538-235 PARCEL 53-117C PARTS 1-2 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1391, PAGE 1832, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

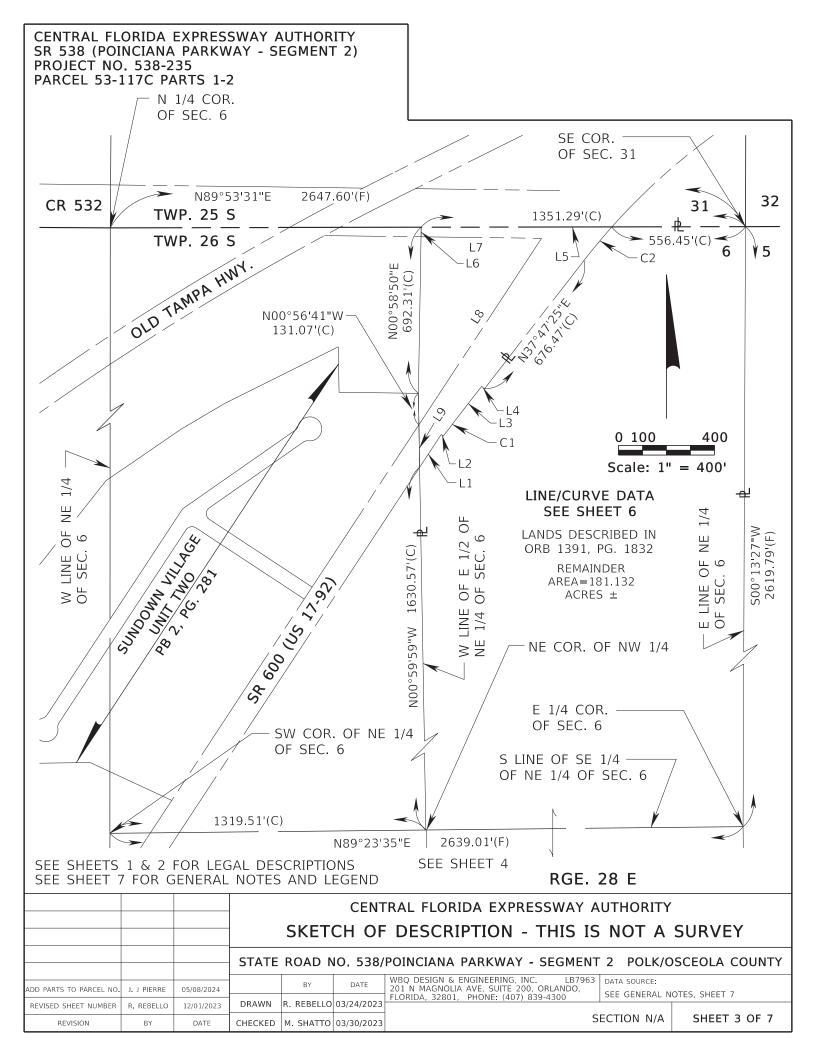
COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 2647.91 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID OSCEOLA/POLK COUNTY LINE NORTH 26°17'27" WEST, A DISTANCE OF 1426.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COUNTY LINE NORTH 26°17'27" WEST, A DISTANCE OF 27.68 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 32°42'36" EAST AND A CHORD DISTANCE OF 10.26 FEET; THENCE FROM A TANGENT BEARING OF NORTH 32°41'59" EAST, RUN NORTHEASTERLY 10.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°01'14" TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE NORTH 89°50'48" EAST, A DISTANCE OF 116.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 7322.00 FEET, A CHORD BEARING OF SOUTH 37°26'51" WEST AND A CHORD DISTANCE OF 15.11 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 37°30'24" WEST, RUN SOUTHWESTERLY 15.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°07'06" TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF SOUTH 32°49'53" WEST AND A CHORD DISTANCE OF 25.09 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°51'26" WEST, RUN SOUTHWESTERLY 25.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°03'05"; THENCE SOUTH 89°33'26" WEST, A DISTANCE OF 87.44 FEET TO THE POINT OF BEGINNING.

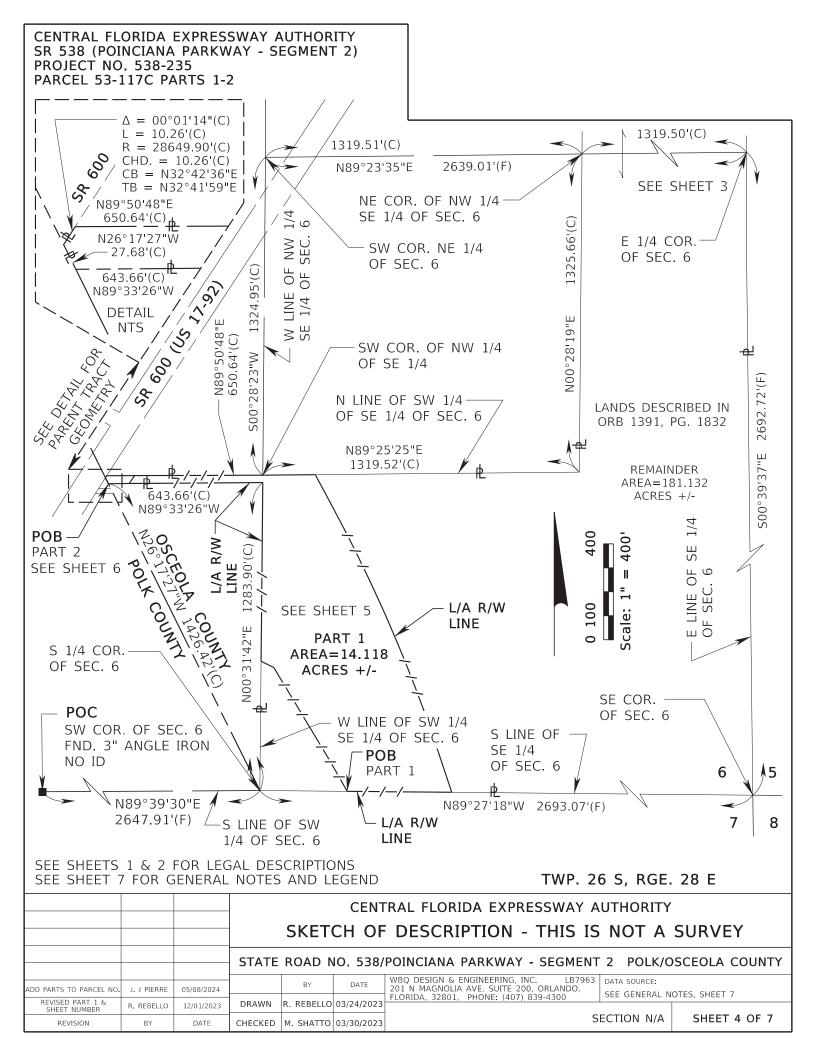
CONTAINING 3502 SQUARE FEET, MORE OR LESS.

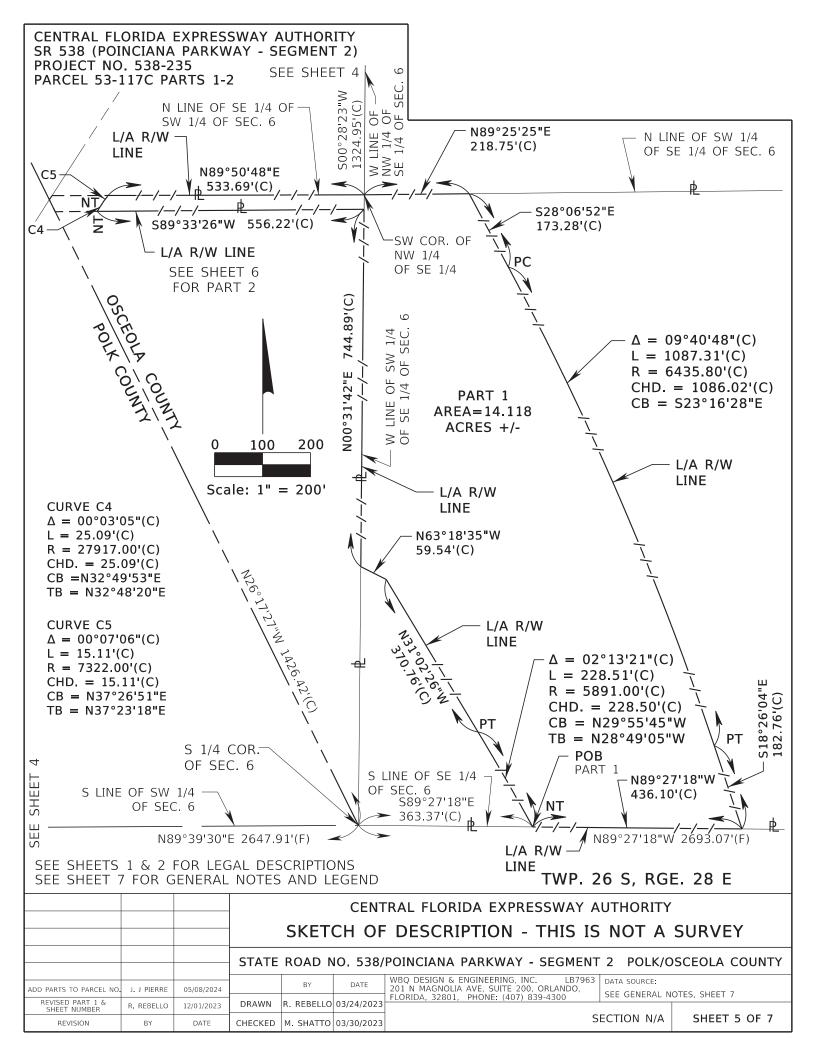
CONTAINING IN THE AGGREGATE 14.199 ACRES, MORE OR LESS.

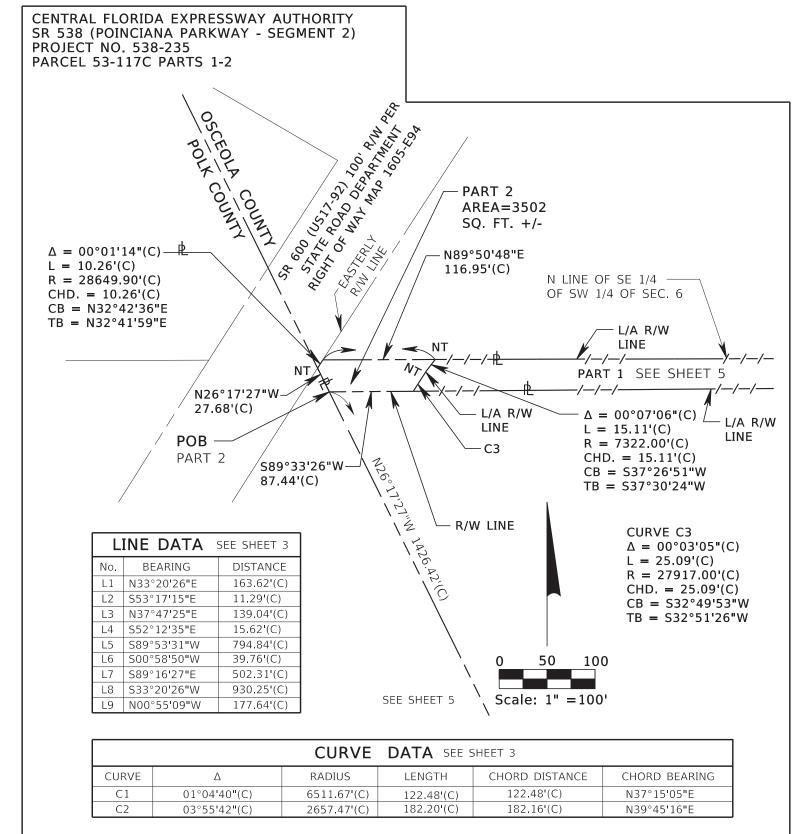
SEE SHEETS 3, 4, 5, & 6 FOR SKETCH OF DESCRIPTIONS SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY							
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY			
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OTES SHEET 7			
REVISED AGGREGATE AREA	R. REBELLO	12/01/2023	DRAWN	R. REBELLO	03/24/2023	FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL NOTES, SHEET 7					
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/30/2023	SECTION N/A SHEET 2 OF 7					









SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

TWP. 26 S, RGE. 28 E

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY			
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OTES SHEET 7			
REVISED PART 1 & SHEET NUMBER	R. REBELLO	12/01/2023	DRAWN	R. REBELLO	03/24/2023	SECTION N/A SHEET 6 OF 7					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-117C PARTS 1-2

# **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-117/118 DATED 10/26/2020 AT 8:00 A.M. AND FILE NO. 30361-117 A,B,C, & D DATED 03/01/2023 AT 8:00 A.M. AND UPDATED 03/11/2024 AT

# **LEGEND**

BLK = BLOCK FT. PEF = PROGRESS ENERGY FLORIDA = FEET CHD. = CHORD DISTANCE ID = IDENTIFICATION PC = POINT OF CURVATURE = CHORD BEARING ΙP = IRON PIPE = POINT OF INTERSECTION IR = CENTERLINE = IRON ROD OR REBAR POB = POINT OF BEGINNING (C) = CALCULATED DATA IRC = IRON ROD AND CAP POC = POINT OF COMMENCEMENT CCR = CERTIFIED CORNER RECORD P.O.T. = POINT ON TANGENT= LENGTH OF CURVE CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS = POINT OF TANGENCY **AUTHORITY** I/A = LIMITED ACCESS PROJ. = PROJECT= COUNTY MON. = MONUMENTATION/MONUMENT = RADIUS CO. CM = CONCRETE MONUMENT NO. = NUMBER RR = RAILROAD COR. = CORNERN/A = NOT APPLICABLE RGE. = RANGE CR = COUNTY ROAD NL = NAIL REF. = REFERENCE CSX = CHESSIE SEABOARD CONSOLIDATED NLY = NORTHERLY R/W = RIGHT OF WAY D = DEGREE N&D = NAIL & DISK SEC. = SECTION NT = NON-TANGENT (D) = DEED DATA SLY = SOUTHERLY NTS = NOT TO SCALE SELY = SOUTHEASTERLY = DEED BOOK OR = OFFICIAL RECORD SQ. FT.= SQUARE FEET DR. = DRIVE = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK SR = STATE ROAD = PAGE PG. FND. = FOUND Т = TANGENT ELY = EASTERLYPLS = PROFESSIONAL LAND SURVEYOR TB = TANGENT BEARING = PROPERTY LINE TC = TANGENT TO CURVE = FIELD (P) = PLAT DATA TWP. = TOWNSHIPFDOT = FLORIDA DEPARTMENT OF TRANSPORTATION PB = PLAT BOOK UE = UTILITY EASEMENT WLY = WESTERLY F.P. = FINANCIAL PROJECT

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

# Martin J Shatto Shatto

Digitally signed by Martin J

Date: 2024.05.14 13:43:55 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS

SEE SHEETS 3, 4, 5, & 6 FOR SKETCH OF DESCRIPTIONS



ORID SUN

PROJECT NO. 538-235 PARCEL 53-119 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

# LEGAL DESCRIPTION

#### PART A

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5001, PAGE 1446 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 2647.91 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE. SAID POINT BEING THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5001, PAGE 1446, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA NORTH 00°31'42" EAST, A DISTANCE OF 539.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63°18'35" WEST, A DISTANCE OF 209.05 FEET TO A POINT ON THE WEST LINE OF SAID LANDS: THENCE ALONG SAID WEST LINE NORTH 04°38'38" WEST, A DISTANCE OF 129.51 FEET: THENCE ALONG SAID WEST LINE NORTH 00°28'30" EAST, A DISTANCE OF 500.35 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°33'26" WEST, A DISTANCE OF 369.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF NORTH 32°46'52" EAST AND A CHORD DISTANCE OF 23.91 FEET; THENCE FROM A TANGENT BEARING OF NORTH 32°45'23" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°02'57", A DISTANCE OF 23.91 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°33'26" EAST, A DISTANCE OF 556.22 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°31'42" WEST, A DISTANCE OF 744.89 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3.329 ACRES, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY			
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 4			
REVISED PART A	J. J PIERRE	12/01/2023	DRAWN	J. J PIERRE	03/15/2023			OTES, SHEET 4			
REVISION	ВҮ	DATE	CHECKED	м. ѕнатто	03/28/2023	SECTION N/A SHEET 1 OF 4					

PROJECT NO. 538-235 PARCEL 53-119 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART B

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY AND POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5001, PAGE 1446 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

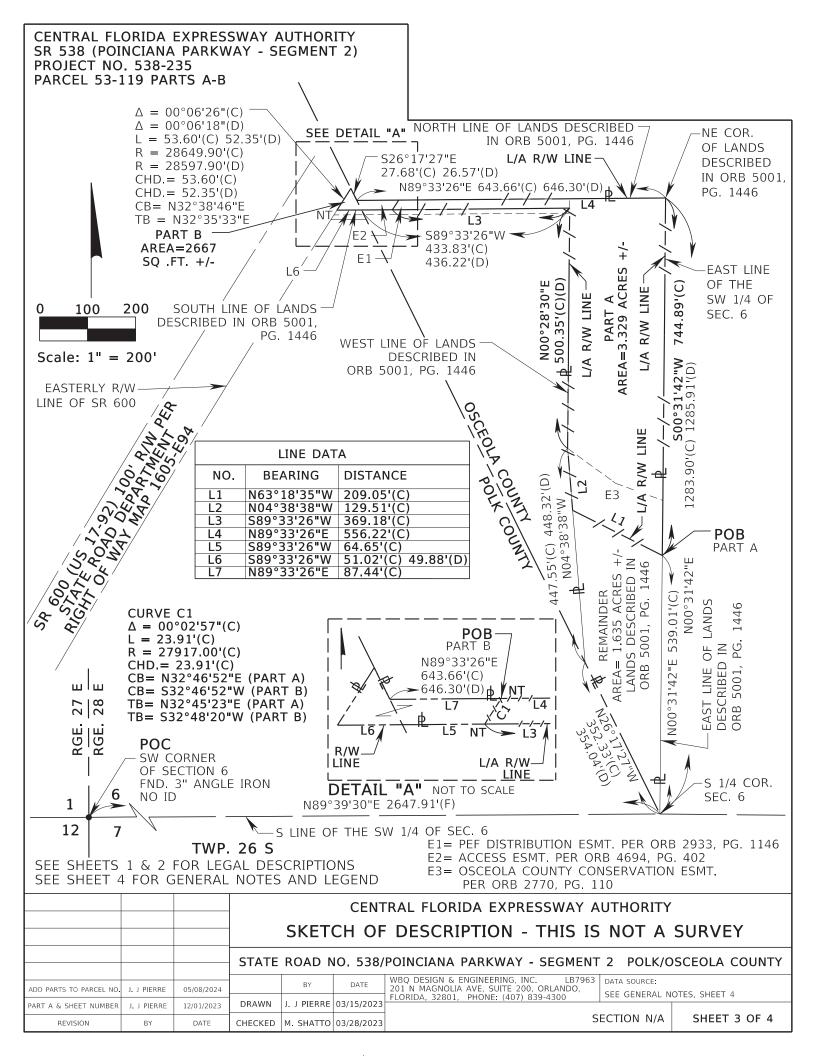
COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST OUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 2647.91 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE SAID POINT BEING THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5001, PAGE 1446, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, NORTH 00°31'42" EAST, A DISTANCE OF 1283.90 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 89°33'26" WEST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 556.22 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF SOUTH 32°46'52" WEST AND A CHORD DISTANCE OF 23.91 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°48'20" WEST, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°02'57", A DISTANCE OF 23.91 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°33'26" WEST, A DISTANCE OF 64.65 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 89°33'26" WEST, A DISTANCE OF 51.02 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 32°38' 46" EAST AND A CHORD DISTANCE OF 53.60 FEET; THENCE FROM A TANGENT BEARING OF NORTH 32°35'33" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°06'26", A DISTANCE OF 53.60 FEET TO A POINT ON SAID COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 27.68 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE ALONG SAID NORTH LINE NORTH 89°33'26" EAST, A DISTANCE OF 87.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 2667 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 3.391 ACRES, MORE OR LESS

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

L											
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	Drinn Godinge.				
REVISED AGGREGATE AREA	J. J PIERRE	12/01/2023	DRAWN	J. J PIERRE	03/15/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 4			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	SECTION N/A SHEET 2 (		SHEET 2 OF 4			



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-119 PARTS A-B

# **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-119 DATED 10/27/2020 AT 8:00 A.M., AND UPDATED 03/07/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# LEGEND

CHE	). =	CHORD DISTANCE	ID	= IDENTIFICATION	PC	= POINT OF CURVATURE
СВ	=	CHORD BEARING	ΙP	= IRON PIPE	PΙ	= POINT OF INTERSECTION
Į Ę	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	= POINT OF BEGINNING
(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T.	. = POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT	= POINT OF TANGENCY
		AUTHORITY	L/A	= LIMITED ACCESS	PROJ.	= PROJECT
CO.	=	COUNTY	MON.	= MONUMENTATION/MONUMENT	R	= RADIUS
COR	(. =	CORNER	NO.	= NUMBER	RR	= RAILROAD
CM	=	CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RGE.	= RANGE
CR	=	COUNTY ROAD	NL	= NAIL	REF.	= REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	R/W	= RIGHT OF WAY
D	=	DEGREE	NT	= NON-TANGENT	SEC.	= SECTION
(D)	=	DEED DATA	NTS	= NOT TO SCALE	SR	= STATE ROAD
DB	=	DEED BOOK	OR	= OFFICIAL RECORD		T.= SQUARE FEET
DR.	=	DRIVE	ORB	= OFFICIAL RECORD BOOK	T	= TANGENT
	T. =	EASEMENT	PEF	= PROGRESS ENERGY FLORIDA	ТВ	
Δ	=	DELTA (CENTRAL ANGLE)	PG.	= PAGE	TC	
FND		FOUND	PLS	= PROFESSIONAL LAND SURVEYOR		= TOWNSHIP
(F)	. =	FIELD DATA	P	= PROPERTY LINE	UE	= UTILITY EASEMENT
F.P.	=	FINANCIAL PROJECT	'L (Ρ)	= PLAT DATA	OL	OTTENT ENGENTERY
FDC		FLORIDA DEPARTMENT OF	PB	= PLAT BOOK		
I FDC	· i —		ΓD	- ILAI DOOK		
		TRANSPORTATION				

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

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 13:45:06 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS

03/26/2024



WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

INDEPH SHA

SEE NOTE 3 ABOVE

SHEET 4 OF 4

REVISED GENERAL NOTE 3 & SHEET NUMBER DRAWN J. J PIERRE 03/15/2023 J. J PIERRE 12/01/2023 SECTION N/A REVISION BY DATE CHECKED M. SHATTO 03/28/2023

PROJECT NO. 538-235 PARCEL 53-120 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

#### PART A

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 547 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 2647.91 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE. SAID POINT BEING THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG SAID COUNTY LINE NORTH 26°17'27" WEST, A DISTANCE OF 352.33 FEET TO THE SOUTHERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 547 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID COUNTY LINE AND THE WESTERLY LINE OF SAID LANDS NORTH 26°17'27" WEST, A DISTANCE OF 451.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COUNTY LINE AND THE WESTERLY LINE OF SAID LANDS NORTH 26°17'27" WEST, A DISTANCE OF 537.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF NORTH 32°41'13" EAST AND A CHORD DISTANCE OF 67.89 FEET; THENCE FROM A TANGENT BEARING OF NORTH 32°37'02" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°08'22", A DISTANCE OF 67.89 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°33'26" EAST, A DISTANCE OF 369.18 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE ALONG THE EAST LINE OF SAID LANDS SOUTH 00°28'30" WEST, A DISTANCE OF 500.35 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS SOUTH 04°38'38" EAST, A DISTANCE OF 129.51 FEET; THENCE NORTH 63°18'35" WEST, A DISTANCE OF 194.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3.835 ACRES, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY							
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY			
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A			
REVISED PART A	J. J PIERRE	12/01/2023	DRAWN	J. J PIERRE	03/15/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	OTES, SHEET 4			
REVISION	ВҮ	DATE	CHECKED	м. ѕнатто	03/23/2023	SECTION N/A SHEET 1 OF 4					

PROJECT NO. 538-235 PARCEL 53-120 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART B

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY AND POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 547 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

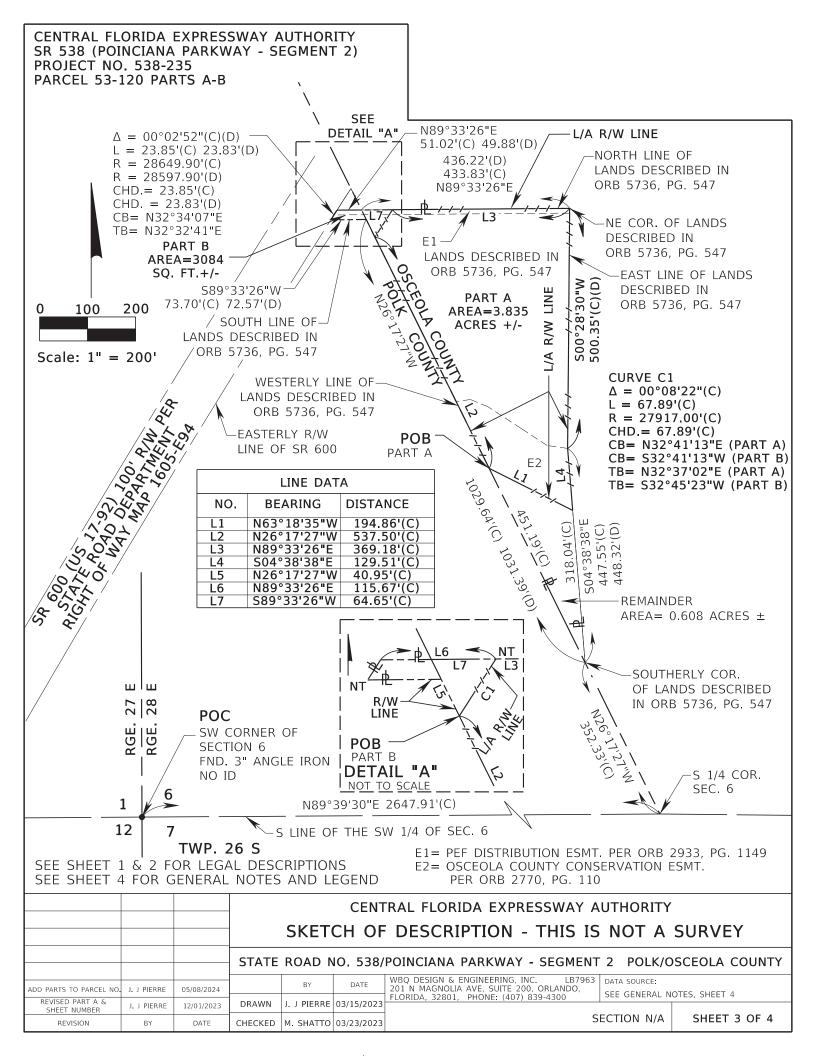
COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST OUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 2647.91 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE, SAID POINT BEING THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG SAID COUNTY LINE NORTH 26°17'27" WEST, A DISTANCE OF 352.33 FEET TO THE SOUTHERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 547 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID COUNTY LINE AND THE WESTERLY LINE OF SAID LANDS NORTH 26°17'27" WEST, A DISTANCE OF 988.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COUNTY LINE AND SAID WESTERLY LINE NORTH 26°17'27" WEST, A DISTANCE OF 40.95 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°33'26" WEST, A DISTANCE OF 73.70 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 32°34'07" EAST AND A CHORD DISTANCE OF 23.85 FEET; THENCE FROM A TANGENT BEARING OF NORTH 32°32'41" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°02'52", A DISTANCE OF 23.85 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°33'26" EAST, A DISTANCE OF 115.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF SOUTH 32°41'13" WEST AND A CHORD DISTANCE OF 67.89 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°45'23" WEST, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°08'22", A DISTANCE OF 67.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 3084 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 3.906 ACRES, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY			
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 4			
REVISED AGGREGATE AREA	J. J PIERRE	12/01/2023	DRAWN	J. J PIERRE	03/15/2023	23					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	SECTION N/A SHEET 2 OF 4					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-120 PARTS A-B

# **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST OUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-120 DATED 10/30/2020 AT 8:00 A.M., AND UPDATED 03/07/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# LEGEND

CHD.	=	 CHORD DISTANCE	ID	= IDENTIFICATION	PC	= POINT OF CURVATURE
CB.	=	CHORD BEARING	IP	= IRON PIPE	PI	= POINT OF INTERSECTION
Q Q	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	= POINT OF BEGINNING
(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE		= POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT	= POINT OF TANGENCY
		AUTHORITY	L/A	= LIMITED ACCESS		= PROJECT
CO.	=	COUNTY	LARO	= LIMITED ACCESS RIGHTS ONLY	R	= RADIUS
COR.	=	CORNER	MON.	= MONUMENTATION/MONUMENT	RR	= RAILROAD
CM	=	CONCRETE MONUMENT	NO.	= NUMBER	RGE.	= RANGE
CR	=	COUNTY ROAD	N/A	= NOT APPLICABLE	REF.	= REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	NL	= NAIL	R/W	= RIGHT OF WAY
D	=	DEGREE	N&D	= NAIL & DISK	SEC.	= SECTION
(D)	=	DEED DATA	NT	= NON-TANGENT	SR	= STATE ROAD
DB	=	DEED BOOK	NTS	= NOT TO SCALE		T.= SQUARE FEET
DR.	=	DRIVE	OR	= OFFICIAL RECORD	T	= TANGENT
ESMT.		EASEMENT	ORB		TB	
1			PEF		TC	
	=	DELTA (CENTRAL ANGLE)				
FND.	=	FOUND	PG.	= PAGE	TWP.	
(F)	=	FIELD DATA	PLS	= PROFESSIONAL LAND SURVEYOR	UE	= UTILITY EASEMENT
F.P.	=	FINANCIAL PROJECT	PL	= PROPERTY LINE		
FDOT	=	FLORIDA DEPARTMENT OF	(P)	= PLAT DATA		
		TRANSPORTATION	PB	= PLAT BOOK		

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

Digitally signed by Martin J

Martin J Shatto Shatto Date: 2024.05.14 13:46:25 -04'00'

MARTIN J. SHATTO, PSM

ADD PARTS TO

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS



			STATE	DOVD V	IO 538/	POINCIANA PARKWAY - SEGMENT	2 POLKIOSCEOLA COLINITY
O PARCEL NO.	J. J PIERRE	05/08/2024	SIAIL	NOAD I	10. 556/	FOINCIANA FARRWAT - SEGMENT	Z FOLK/OSCLOLA COUNTY
		00,00,202.				WBO DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:
				BY	DATE		DATA SOURCE:
IPDATED	MJS	03/26/2024			D/112	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	CEE MOTE 2 ABOVE
						FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABOVE
EDAL MOTE 3						LONIDA, 32001, FITONE. (407) 033-4300	

REVISED GENERAL NOTE 3 & SHEET NUMBER DRAWN J. J PIERRE 03/15/2023 J. J PIERRE 12/01/2023 REVISION BY DATE CHECKED M. SHATTO 03/23/2023

SECTION N/A SHEET 4 OF 4

rered Land Survi

PROJECT NO. 538-235 PARCEL 53-123A PARTS 1-3

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

## LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LYING IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5189, PAGE 2215, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH BROKEN TOP AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6: THENCE ALONG THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHEAST OUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 210.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE CONTINUE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 79.56 FEET; THENCE SOUTH 33°20'26" WEST, A DISTANCE OF 79.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 7322.00 FEET, A CHORD BEARING OF SOUTH 30°48'07" WEST AND A CHORD DISTANCE OF 648.64 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°04'38", A DISTANCE OF 648.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 550.89 FEET, A CHORD BEARING OF SOUTH 13°16'47" EAST AND A CHORD DISTANCE OF 330.42 FEET AND THE POINT OF BEGINNING; THENCE FROM A TANGENT BEARING OF SOUTH 04°10'17" WEST, SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'08", A DISTANCE OF 335.58 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 30°43'51" EAST, A DISTANCE OF 267.80 FEET; THENCE SOUTH 28°06'52" EAST, A DISTANCE OF 170.85 FEET TO A POINT ON THE SOUTH LINE OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG SAID SOUTH LINE SOUTH 89°25'25" WEST, A DISTANCE OF 218.75 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°50'48" WEST, A DISTANCE OF 533.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 7322.00 FEET, A CHORD BEARING OF NORTH 37°41'09" EAST AND A CHORD DISTANCE OF 45.75 FEET; THENCE FROM A TANGENT BEARING OF NORTH 37°30′24″ EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'29". A DISTANCE OF 45.75 FEET: THENCE NORTH 32°46'10" EAST, A DISTANCE OF 266.23 FEET; THENCE NORTH 35°38'21" WEST, A DISTANCE OF 33.42 FEET; THENCE NORTH 33°20'13" EAST, A DISTANCE OF 161.05 FEET; THENCE SOUTH 57°13' 50" EAST, A DISTANCE OF 29.48 FEET; THENCE NORTH 32°46'10" EAST, A DISTANCE OF 357.10 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5.594 ACRES, MORE OR LESS.

SEE SHEETS 4 AND 5 FOR SKETCH OF DESCRIPTION SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OTES SHEET 6			
REVISED PART 1	R. REBELLO	12/01/2023	DRAWN	R. REBELLO	04/07/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL NOTES, SHEET 6				
REVISION	BY	DATE	CHECKED	M. SHATTO	04/07/2023	SECTION N/A SHEET 1 OF 6					

PROJECT NO. 538-235
PARCEL 53-123A PARTS 1-3
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LYING IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5189, PAGE 2215, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH BROKEN TOP AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA: THENCE ALONG THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 210.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 79.56 FEET; THENCE SOUTH 33°20'26" WEST, A DISTANCE OF 79.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 7322.00 FEET, A CHORD BEARING OF SOUTH 30°48'07" WEST AND A CHORD DISTANCE OF 648.64 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°04'38", A DISTANCE OF 648.85 FEET; THENCE SOUTH 32°46'10" WEST, A DISTANCE OF 357.10 FEET; THENCE NORTH 57°13'50" WEST, A DISTANCE OF 29.48 FEET; THENCE SOUTH 33°20'13" WEST, A DISTANCE OF 161.05 FEET; THENCE SOUTH 35°38'21" EAST, A DISTANCE OF 33.42 FEET; THENCE SOUTH 32°46'10" WEST, A DISTANCE OF 266.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 7322.00 FEET, A CHORD BEARING OF SOUTH 37°41'09" WEST AND A CHORD DISTANCE OF 45.75 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 37°51'53" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'29", A DISTANCE OF 45.75 FEET TO THE SOUTH LINE OF NORTHEAST QUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6: THENCE ALONG SAID SOUTH LINE SOUTH 89°50'48" WEST. A DISTANCE OF 116.95 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 600 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 33°01'49" EAST AND A CHORD DISTANCE OF 310.26 FEET; THENCE FROM A TANGENT BEARING OF NORTH 32°43'13" EAST, NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°37'14", A DISTANCE OF 310.26 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 33°20'26" EAST, A DISTANCE OF 1279.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.076 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 8.670 ACRES, MORE OR LESS.

SEE SHEETS 4 AND 5 FOR SKETCH OF DESCRIPTION SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 6				
REVISED AGGREGATE AREA	R. REBELLO	12/01/2023	DRAWN	R. REBELLO	04/07/2023							
REVISION	BY	DATE	CHECKED	M. SHATTO	04/07/2023	SECTION N/A SHEET 2 OF 6						

PROJECT NO. 538-235 PARCEL 53-123A PARTS 1-3

PURPOSE: LIMITED ACCESS RIGHTS ONLY

**ESTATE: FEE SIMPLE** 

# LEGAL DESCRIPTION

#### PART 3

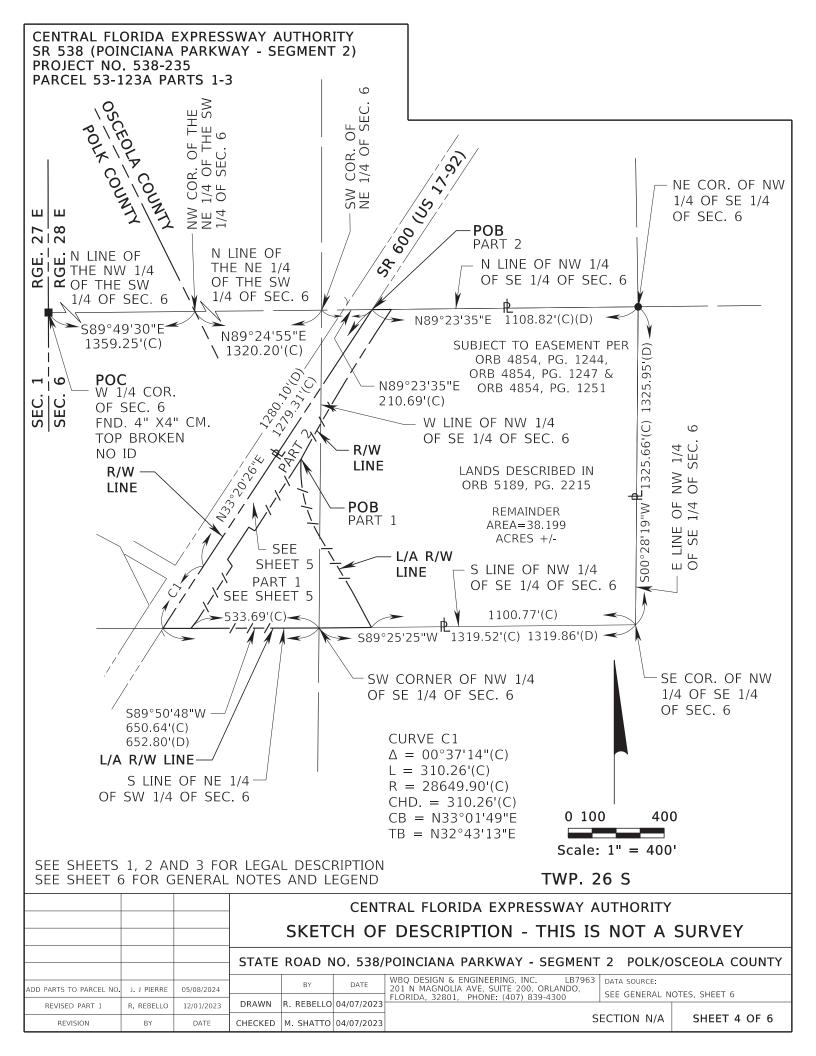
ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PARCEL OF LAND IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5189, PAGE 2215, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

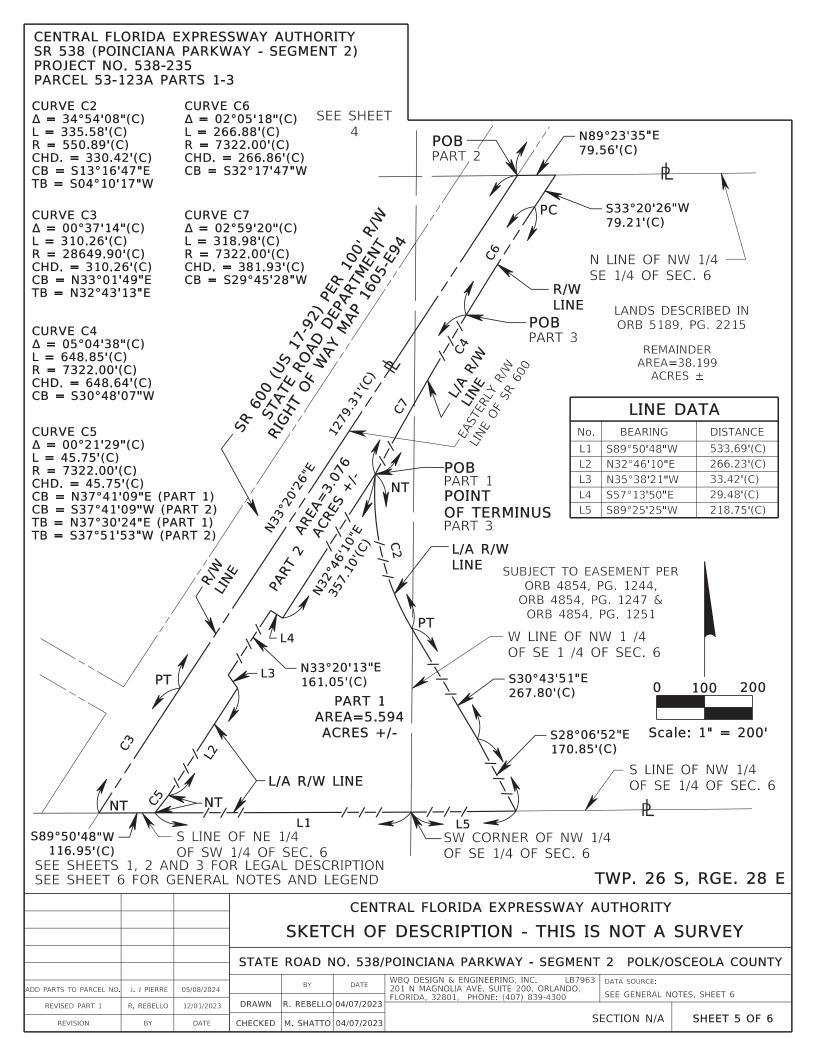
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH BROKEN TOP AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 210.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE CONTINUE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 79.56 FEET; THENCE SOUTH 33°20'26" WEST, A DISTANCE OF 79.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 7322.00 FEET, A CHORD BEARING OF SOUTH 32°17'47" WEST AND A CHORD DISTANCE OF 266.86 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°05'18", A DISTANCE OF 266.88 TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 7322.00 FEET, A CHORD BEARING OF SOUTH 29°45'28" WEST AND A CHORD DISTANCE OF 381.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°59'20", A DISTANCE OF 381.98 FEET TO THE POINT OF TERMINUS.

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

SEE SHEETS 4 AND 5 FOR SKETCH OF DESCRIPTION SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 6				
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024	DRAWN	R. REBELLO	04/07/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET O				
REVISION	BY	DATE	CHECKED	м. ѕнатто	04/07/2023	SECTION N/A SHEET 3 OF 6						





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-123A PARTS 1-3** 

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-121-122-123 DATED 10/30/2020 AT 8:00 A.M., UPDATED 03/07/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

BLK = BLOCK CHD. = CHORD DISTANCE CB = CHORD BEARING Q = CENTERLINE (C) = CALCULATED DATA CCR = CERTIFIED CORNER RECORD CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY CO. = COUNTY CO. = COUNTY COR. = CORNER CR = CONCRETE MONUMENT COR. = CORNER CR = COUNTY ROAD CSX = CHESSIE SEABOARD CONSOLIDATED D = DEGREE (D) = DEED BOOK DR. = DRIVE DR. = RON PIPE PI = POINT OF INTERSECTION POC = POINT OF COMMENCEMEN POC = POINT OF INTERSECTION POC = POINT OF COMMENCEMEN POC = POINT OF COMMENCE POC = POINT OF	
PLS = PROFESSIONAL LAND SURVEYOR TC = TANGENT TO CURVE	

STANDARDS (	I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.												
Martin J Shatto Date: 2024.05.14 13:47:40 -04'00'													
MARTIN J. SHATTO, PSM  FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219  THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.  STATE OF													
	SEE SHEETS 1, 2 AND 3 FOR LEGAL DESCRIPTION SEE SHEETS 4 AND 5 FOR SKETCH OF DESCRIPTION												
					CENT	RAL FLORIDA EXPRESSWAY AU	THORITY						
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY					
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT 2	POLK/O	SCEOLA COUNTY					
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 D	ATA SOURCE:						
TITLE UPDATED	MJS	04/02/2024	554444			201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	EE NOTE 3 ABO	OVE					
REVISED GENERAL NOTE 3	R. REBELLO	12/01/2023	DRAWN	R. REBELLO	04/07/2023	CEC	CTION N/A	SHEET 6 OF 6					
REVISION	BY	DATE	CHECKED	M. SHATTO	04/07/2023	SEC	LION N/A	SHEET 6 OF 6					

PROJECT NO. 538-235 PARCEL 53-123B PARTS 1-2

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

#### PART 1

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5189, PAGE 2215, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 72.06 FEET; THENCE SOUTH 38°36'13" WEST, A DISTANCE OF 116.68 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°28'23" EAST, A DISTANCE OF 90.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3257 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES, SHEET 4			
REVISE R/W	D. WILLIAMS	07/18/2023	DRAWN	R. REBELLO	03/15/2023	FLORIDA, 32801, PHONE: (407) 839-4300					
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/23/2023	SECTION N/A   SHEET 1 OF 4					

PROJECT NO. 538-235 PARCEL 53-123B PARTS 1-2 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5189, PAGE 2215, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

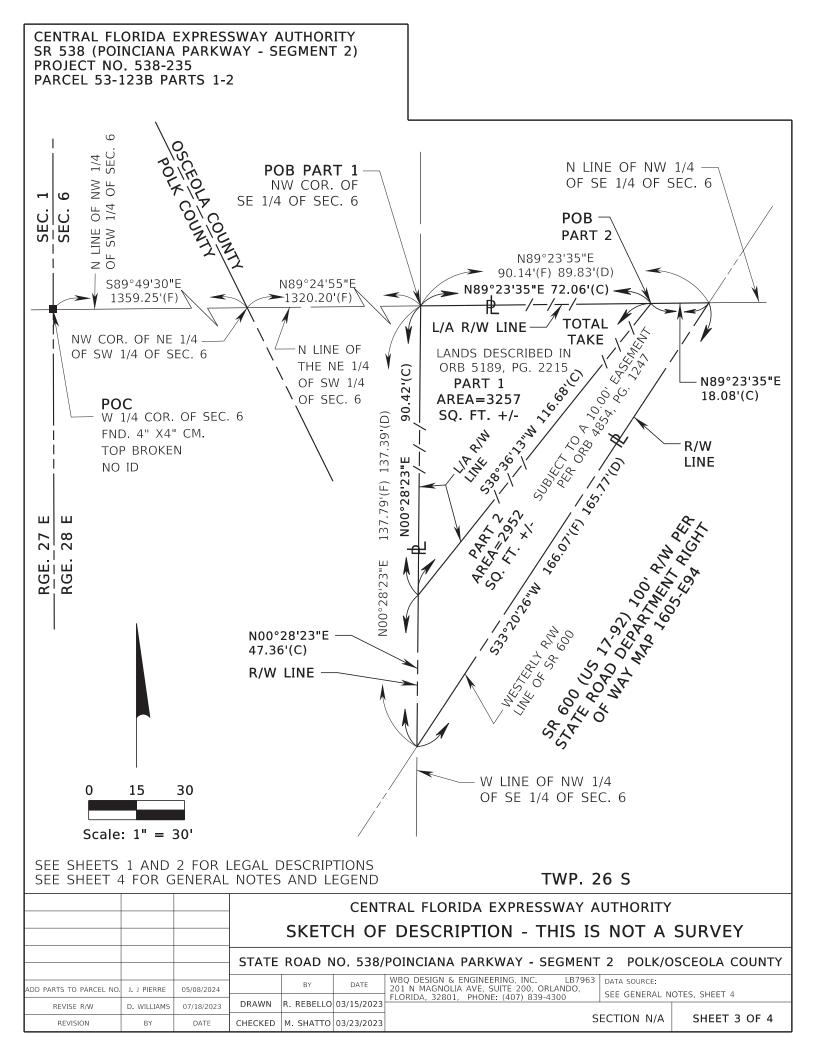
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST OUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST OUARTER OF SAID SECTION 6; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 72.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°23'35" EAST, A DISTANCE OF 18.08 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 33°20'26" WEST, A DISTANCE OF 166.07 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°28'23" EAST, A DISTANCE OF 47.36 FEET: THENCE NORTH 38°36'13" EAST. A DISTANCE OF 116.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 2952 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 6209 SOUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NOTES, SHEET 4						
REVISE R/W	D. WILLIAMS	07/18/2023	DRAWN	R. REBELLO	03/15/2023			,					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	SECTION N/A SHEET 2 OF							



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-123B PARTS 1-2

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°23'35" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-121-122-123 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/07/2023 AT 8:00 A.M., AND UPDATED 3/11/2024 AT 8:00 A.M.

# **LEGEND**

BLK = BLOCKF.T = FEET PB= PLAT BOOK CHD. = CHORD DISTANCE ID = IDENTIFICATION = PROGRESS ENERGY FLORIDA = CHORD BEARING ĬΡ = IRON PIPE PC = POINT OF CURVATURE = IRON ROD OR REBAR PΙ = CENTERLINE ΙR = POINT OF INTERSECTION (C) = CALCULATED DATAIRC. = IRON ROD AND CAP POB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE POC = POINT OF COMMENCEMENT CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENT = POINT OF TANGENCY AUTHORITY L/A = LIMITED ACCESS PROJ. = PROJECT CO. = COUNTYMON. = MONUMENTATION/MONUMENT CM = CONCRETE MONUMENT NO. = NUMBERR = RADIUS COR. = CORNERN/A = NOT APPLICABLERD. = ROADCR = COUNTY ROADNELY = NORTHEASTERLY RR = RAILROAD CSX = CHESSIE SEABOARD CONSOLIDATED RGE. = RANGENL = NAIL REF. = REFERENCE = DEGREE NLY = NORTHERLY(D) = DEED DATAN&D = NAIL & DISKR/W = RIGHT OF WAYDB = DEED BOOK NT = NON-TANGENT SEC. = SECTION DR. = DRIVENTS = NOT TO SCALE SQ. FT.= SQUARE FEET = DELTA (CENTRAL ANGLE) NWLY = NORTHWESTERLY SR = STATE ROAD ST. = STREET FND. = FOUNDOR = OFFICIAL RECORD ELY = EASTERLYORB = OFFICIAL RECORD BOOK Т = TANGENT (F) = FIELDPG. = PAGE TB = TANGENT BEARING PLS TC = TANGENT TO CURVE = PROFESSIONAL LAND SURVEYOR FDOT = FLORIDA DEPARTMENT OF P = PROPERTY LINE TWP. = TOWNSHIPTRANSPORTATION (P) = PLAT DATA UE = UTILITY EASEMENT F.P. = FINANCIAL PROJECT

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

# Martin J Shatto Digitally signed by Martin J Shatto

Date: 2024.05.14 13:48:49 -04'00'

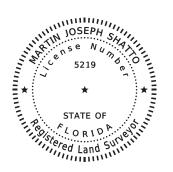
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 3 FOR SKETCH OF DESCRIPTION

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
ADD PARTS TO PARCEL NO.	I I DIEDDE	05/08/2024	STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
ADD PARTS TO PARCEL NO.	J. J FILKKE			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:					
TITLE UPDATED	MJS	04/02/2024		31	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,   FLORIDA. 32801. PHONE: (407) 839-4300	SEE NOTE 3 ABOVE					
REVISE R/W	D. WILLIAMS	07/18/2023	DRAWN	R. REBELLO	03/15/2023		1					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	SECTION N/A SHEET 4 (						



PROJECT NO. 538-235 PARCEL 53-124

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE WEST HALF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5933, PAGE 2787, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

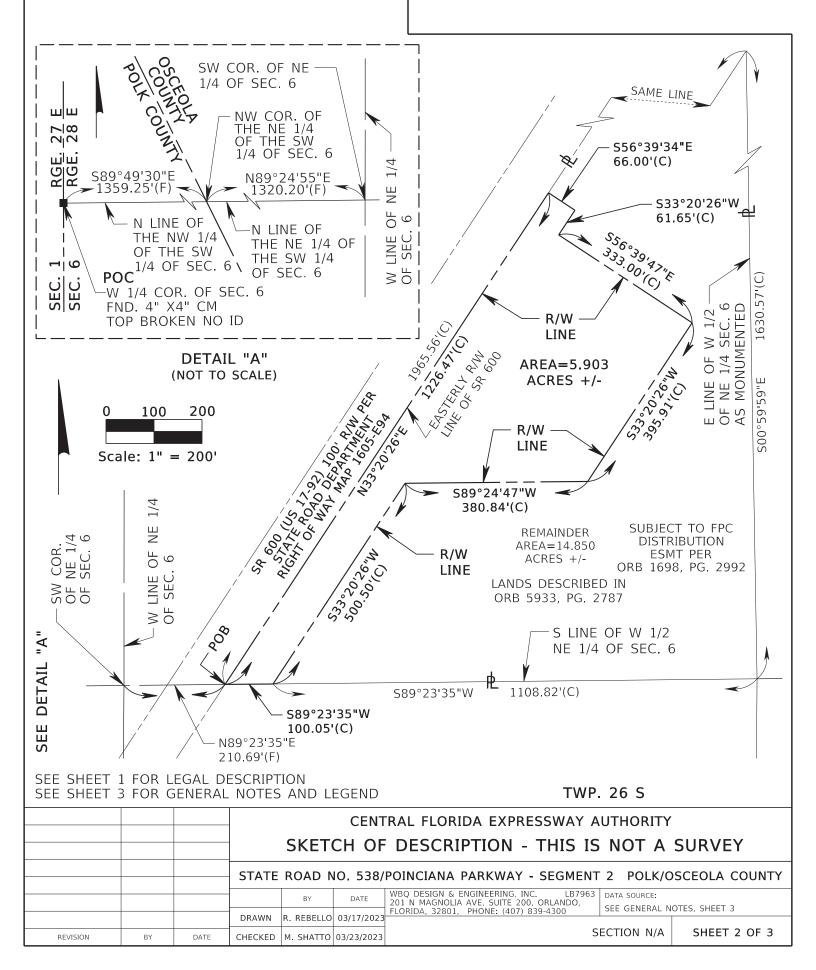
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6: THENCE ALONG THE NORTH LINE OF THE NORTHEAST OUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 210.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 33°20'26" EAST, A DISTANCE OF 1226.47 FEET; THENCE SOUTH 56°39'34" EAST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 33°20'26" WEST, A DISTANCE OF 61.65 FEET; THENCE SOUTH 56°39'47" EAST, A DISTANCE OF 333.00 FEET; THENCE SOUTH 33°20'26" WEST, A DISTANCE OF 395.91 FEET; THENCE SOUTH 89°24'47" WEST, A DISTANCE OF 380.84 FEET; THENCE SOUTH 33°20'26" WEST, A DISTANCE OF 500.50 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER; THENCE ALONG SAID SOUTH LINE SOUTH 89°23'35" WEST, A DISTANCE OF 100.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.903 ACRES, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY					
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3					
			DRAWN	R. REBELLO	03/17/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET S					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	SECTION N/A SHEET 1 OF 3							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-124



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-124** 

# **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING SOUTH 89°23'35" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-124 DATED 10/23/2020 AT 8:00 A.M.. UPDATE 3/07/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# LEGEND

PEF = PROGRESS ENERGY FLORIDA FT. = FEET BLK = BLOCKPC = POINT OF CURVATURE = IDENTIFICATION ID CHD. = CHORD DISTANCE = POINT OF INTERSECTION ΙP = IRON PIPE = CHORD BEARING POB = POINT OF BEGINNING ΙR = IRON ROD OR REBAR = CENTERLINE POC = POINT OF COMMENCEMENT IRC = IRON ROD AND CAP (C) = CALCULATED DATA P.O.T. = POINT ON TANGENT L = LENGTH OF CURVE CCR = CERTIFIED CORNER RECORD = POINT OF TANGENCY PT ΙB = LICENSED BUSINESS CFX = CENTRAL FLORIDA EXPRESSWAY PROJ. = PROJECT= LIMITED ACCESS L/A **AUTHORITY** = RADIUS R MON. = MONUMENTATION/MONUMENT CO. = COUNTY= ROADNO. = NUMBER CM = CONCRETE MONUMENT RR = RAILROAD N/A = NOT APPLICABLE COR. = CORNER RGE. = RANGENELY = NORTHEASTERLY = COUNTY ROAD CR REF. = REFERENCE = NAIL NL CSX = CHESSIE SEABOARD CONSOLIDATED R/W = RIGHT OF WAY NLY = NORTHERLY D = DEGREE SEC. = SECTION N&D = NAIL & DISK (D) = DEED DATA SLY = SOUTHERLY = NON-TANGENT NT DB = DEED BOOK SELY = SOUTHEASTERLY NTS = NOT TO SCALE = DRIVE SR = STATE ROAD NWLY = NORTHWESTERLY= DELTA (CENTRAL ANGLE) ST. = STREET OR = OFFICIAL RECORD FND. = FOUNDΤ = TANGENT ORB = OFFICIAL RECORD BOOK ELY = EASTERLYTB = TANGENT BEARING PG. = PAGE = FIELD TC = TANGENT TO CURVE PLS = PROFESSIONAL LAND SURVEYOR FDOT = FLORIDA DEPARTMENT OF TWP. = TOWNSHIP = PROPERTY LINE TRANSPORTATION IJF = UTILITY EASEMENT (P) = PLAT DATA F.P. = FINANCIAL PROJECT WLY = WESTERLY PB = PLAT BOOK

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 13:21:40 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION



				STATE	ROAD N	NO 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/0	SCEOLA COUNTY
1				017112	110712 1	101 550,	- Onton that I all that the second the secon	2 10214,4	, , , , , , , , , , , , , , , , , , ,
					BY		WBQ DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:	
					-		201 N MAGNOLIA AVE, SUITE 200, ORLANDO,   FLORIDA. 32801. PHONE: (407) 839-4300	SEE NOTE 3 AB	OVE
	TITLE UPDATED	MJS	4/02/2024	DRAWN	R. REBELLO	03/17/2023	PEONIDA, 32801, PHONE. (407) 839-4300		

DRAWN 4/02/2024 TITLE UPDATED CHECKED M. SHATTO 03/23/2023 REVISION BY DATE

SECTION N/A

SHEET 3 OF 3

rered Land Su

PROJECT NO. 538-235 PARCEL 53-125

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

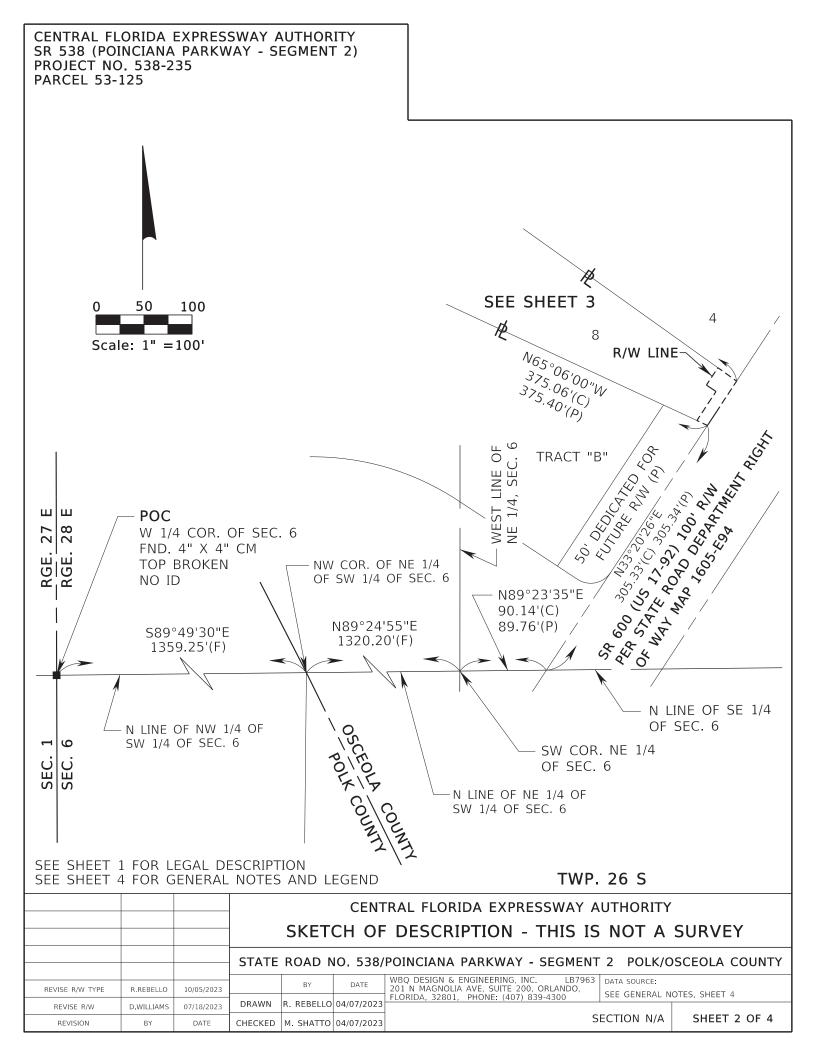
A PORTION OF LOT 8, SUNDOWN VILLAGE UNIT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 281, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4583, PAGE 1017, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

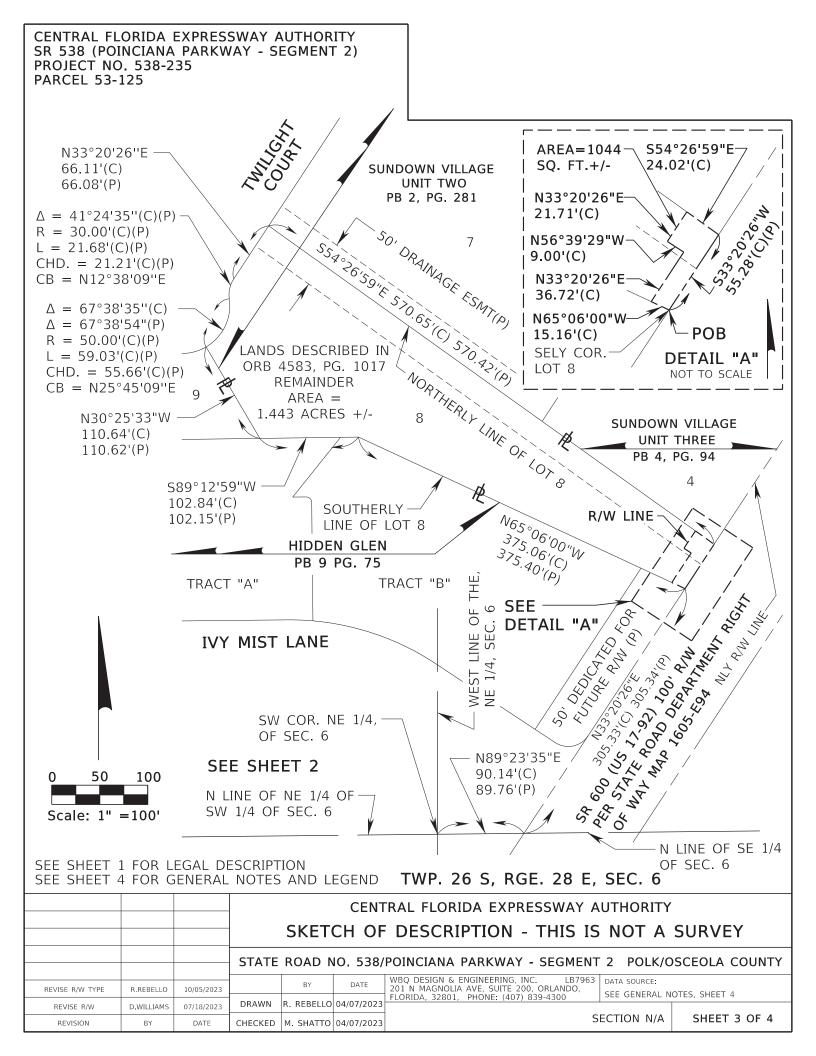
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE: THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 90.14 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE NORTH 33°20'26" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 305.33 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE NORTH 65°06'00" WEST ALONG SOUTHERLY LINE OF SAID LOT 8, A DISTANCE OF 15.16 FEET; THENCE DEPARTING SAID SOUTHERLY LINE OF LOT 8 NORTH 33°20'26" EAST, A DISTANCE OF 36.72 FEET; THENCE NORTH 56°39'29" WEST, A DISTANCE OF 9.00 FEET; THENCE NORTH 33°20'26" EAST, A DISTANCE OF 21.71 FEET TO THE NORTHERLY LINE OF SAID LOT 8; THENCE SOUTH 54°26'59" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 24.02 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 33°20'26" WEST A DISTANCE OF 55.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 1044 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
REVISE R/W TYPE	R.REBELLO	10/05/2023		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A					
REVISE R/W	D.WILLIAMS	07/18/2023	DRAWN	R. REBELLO	04/07/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	OTES, SHEET 4					
REVISION	BY	DATE	CHECKED	M. SHATTO	04/072023	S	ECTION N/A	SHEET 1 OF 4					





#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°23'35" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-125 DATED 03/02/2021 AT 8:00 A.M., UPDATED 3/07/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

### **LEGEND**

PC = POINT OF CURVATURE CHD. = CHORD DISTANCE ID = IDENTIFICATION = POINT OF INTERSECTION ĬΡ CB = CHORD BEARING = IRON PIPE POB = POINT OF BEGINNING = CENTERLINE ΙR = IRON ROD OR REBAR Ç POC = POINT OF COMMENCEMENT (C) = CALCULATED DATA IRC = IRON ROD AND CAP P.O.T. = POINT ON TANGENT CCR = CERTIFIED CORNER RECORD 1 = LENGTH OF CURVE = POINT OF TANGENCY CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS PROJ. = PROJECT L/A = LIMITED ACCESS **AUTHORITY** = RADIUS CO. = COUNTYMON. = MONUMENTATION/MONUMENT RR = RAILROAD COR. = CORNER NO. = NUMBER RGE. = RANGE CM = CONCRETE MONUMENT N/A = NOT APPLICABLE REF. = REFERENCE CR = COUNTY ROAD NL = NAIL R/W = RIGHT OF WAY CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKSEC. = SECTIOND = DEGREE NT = NON-TANGENT SELY = SOUTHEASTERLY (D) = DEED DATA NTS = NOT TO SCALE SR = STATE ROAD DB = DEED BOOK NLY = NORTHERLY SO. FT. = SQUARE FEET OR DR. = DRIVE = OFFICIAL RECORD Т = TANGENT ORB = OFFICIAL RECORD BOOK ESMT. = EASEMENT TB = TANGENT BEARING = DELTA (CENTRAL ANGLE) PG. = PAGE TC = TANGENT TO CURVE **PLS** FND. = FOUND = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP= PROPERTY LINE (F) = FIELD DATA UE = UTILITY EASEMENT (P) FDOT = FLORIDA DEPARTMENT OF = PLAT DATA JOSEPH S 521r **TRANSPORTATION** PB = PLAT BOOK

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 13:22:48 -04'00'

D.WILLIAMS

BY

MARTIN J. SHATTO, PSM

REVISE R/W

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

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

07/18/2023

DATE

DRAWN

SEE SHEETS	SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION												
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
TITLE UPDATED	MJS	4/02/2024	STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
REVISE R/W TYPE	R.REBELLO	10/05/2023		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, ELODIDA 23201 PHONE: (A07) 232 4300 SEE NOTE 3 ABOVE							
			DDVWN	D DEDELLO	07/17/2022								

R. REBELLO 07/17/2023

CHECKED M. SHATTO 07/18/2023

SECTION N/A SHEET 4 OF 4

Stered Land Sur

PARCEL 53-126

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

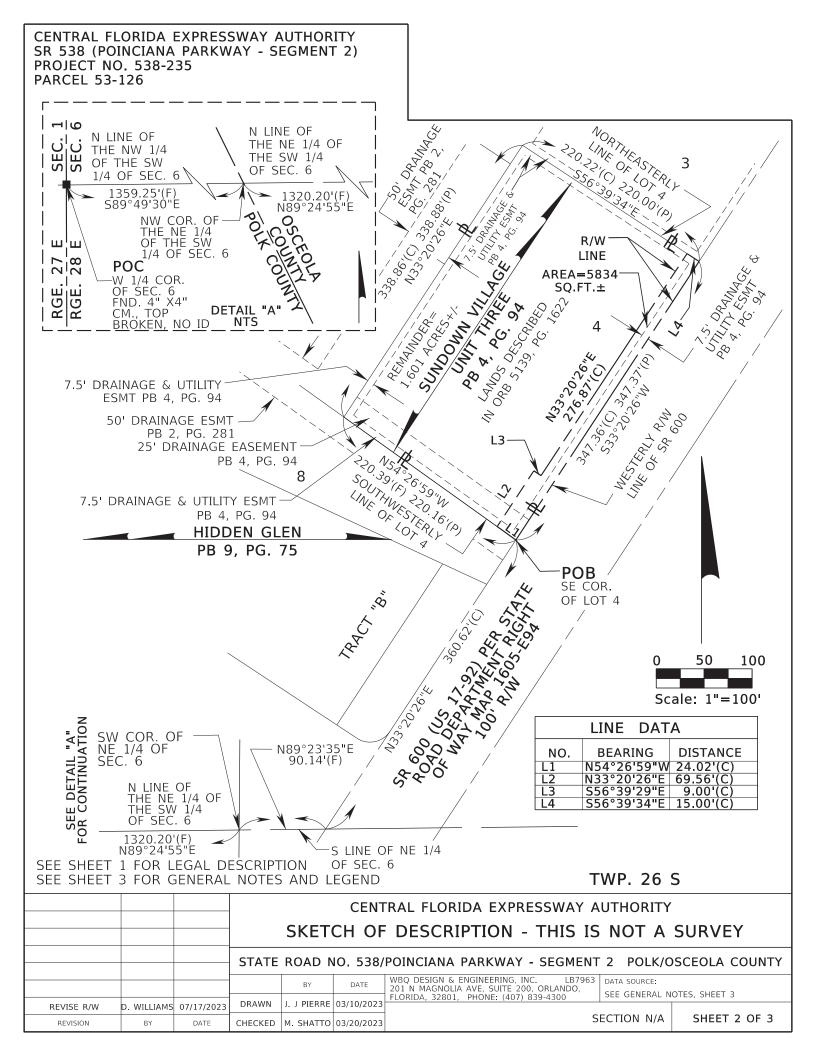
A PORTION OF LOT 4, SUNDOWN VILLAGE UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 94, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5139, PAGE 1622 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 90.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 (US 17-92), A 100 FEET WIDE RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 33°20'26" EAST, A DISTANCE OF 360.62 FEET TO THE SOUTHEAST CORNER OF LOT 4, SUNDOWN VILLAGE UNIT THREE, AS RECORDED IN PLAT BOOK 4, PAGE 94, PUBLIC RECORDS OF OSCEOLA, COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4 NORTH 54°26'59" WEST, A DISTANCE OF 24.02 FEET; THENCE NORTH 33°20'26" EAST, A DISTANCE OF 69.56 FEET; THENCE SOUTH 56°39'29" EAST, A DISTANCE OF 9.00 FEET; THENCE NORTH 33°20'26" EAST, A DISTANCE OF 276.87 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 4; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 56°39'34" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE: THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 33°20'26" WEST, A DISTANCE OF 347.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 5834 SQUARE FEET, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS						
			STATE	FATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	IOTES SHEET 3				
REVISE R/W	D. WILLIAMS	07/17/2023	DRAWN	J. J PIERRE	03/10/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	,				
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/20/2023	S	ECTION N/A	SHEET 1 OF 3				



#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°23'35" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-126 DATED 03/03/2021 AT 8:00 A.M.. UPDATED 3/09/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

l	CHD.	=	CHORD DISTANCE	ID	=	IDENTIFICATION	РВ	=	PLAT BOOK
l	СВ	=	CHORD BEARING	ΙP	=	IRON PIPE	PC	=	POINT OF CURVATURE
l	Œ	=	CENTERLINE	IR	=	IRON ROD OR REBAR	ΡΙ	=	POINT OF INTERSECTION
l	(C)	=	CALCULATED DATA	IRC	=	IRON ROD AND CAP	POB	=	POINT OF BEGINNING
l	CCR	=	CERTIFIED CORNER RECORD	L		LENGTH OF CURVE	POC	=	POINT OF COMMENCEMEN
l	CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	=	LICENSED BUSINESS	P.O.T.	=	POINT ON TANGENT
l			AUTHORITY	L/A	=	LIMITED ACCESS	PT	=	POINT OF TANGENCY
l	CO.	=	COUNTY			= MONUMENTATION/MONUMENT	PROJ.	=	PROJECT
l	COR	=	CORNER	NO.		NUMBER	R	=	RADIUS
l	CM	=	CONCRETE MONUMENT	N/A		NOT APPLICABLE	RR	=	RAILROAD
l	CR	=	COUNTY ROAD	NL	=	NAIL	RGE.	=	RANGE
l	CSX	=	CHESSIE SEABOARD CONSOLIDATED	N&D	=	NAIL & DISK	REF.	=	REFERENCE
l	D	=	DEGREE	NT		NON-TANGENT	R/W	=	RIGHT OF WAY
l	(D)	=	DEED DATA	NTS		NOT TO SCALE	SEC	=	SECTION
l	DB	=	DEED BOOK	OR		OFFICIAL RECORD	SQ.FT.	. =	SQUARE FEET
l	DR.	=	DRIVE	ORB		OFFICIAL RECORD BOOK	SR	=	STATE ROAD
l	ESMT.	=	EASEMENT	PG.		PAGE	Τ	=	TANGENT
l	Δ	=	DELTA (CENTRAL ANGLE)	PLS		PROFESSIONAL LAND SURVEYOR	ТВ	=	TANGENT BEARING
l	FND.	=	FOUND	P	=	PROPERTY LINE	TC	=	TANGENT TO CURVE
l	(F)	=	FIELD DATA	(P)	=	PLAT DATA	TWP.	=	TOWNSHIP
l	F.P.	=	FINANCIAL PROJECT	. ,			UE	=	UTILITY EASEMENT
١	FDOT	=	FLORIDA DEPARTMENT OF						
١			TRANSPORTATION						

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 13:23:57 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION



	STATE	ROAD N	JO 538/	POINCIANA PARKWAY - 9	SEGMENT	2 POLK/OSCEOLA COUNTY
	JIAIL	NOAD I	10. 550/	TOINCIANA TANKWAT - S	SECIMENT	Z TOLK/OSCLOLA COUNTY
				WBO DESIGN & ENGINEERING, INC.	LB7963	DATA SOURCE:
		BY	DATE	WEG DESIGN & ENGINEERING, INC.		DATA SOURCE:

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 TITLE UPDATED MJS 4/02/2024 SEE NOTE 3 ABOVE DRAWN J. J PIERRE 03/10/2023 REVISE R/W D. WILLIAMS 07/17/2023

SECTION N/A REVISION BY DATE CHECKED M. SHATTO 03/20/2023

SHEET 3 OF 3

NT

PARCEL 53-127

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

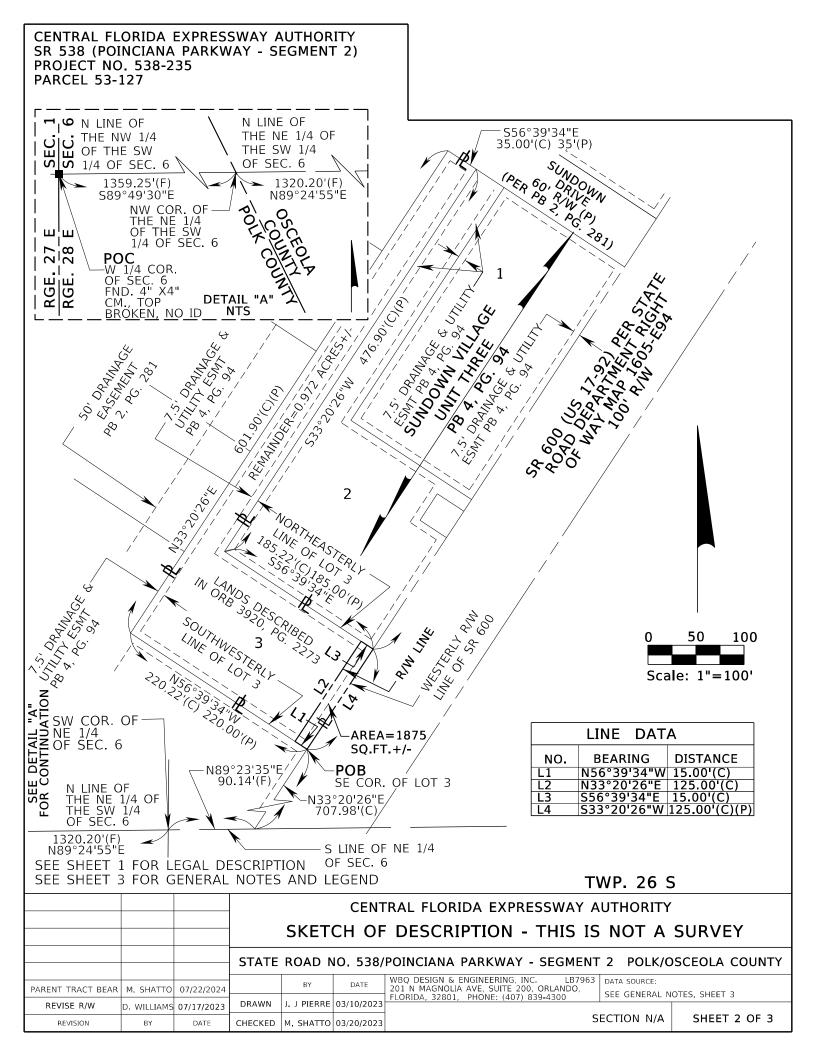
A PORTION OF LOT 3, SUNDOWN VILLAGE UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 94, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3920, PAGE 2273 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 90.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 (US 17-92), A 100 FEET WIDE RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 33°20'26" EAST, A DISTANCE OF 707.98 FEET TO THE SOUTHEAST CORNER OF LOT 3, SUNDOWN VILLAGE UNIT THREE, AS RECORDED IN PLAT BOOK 4, PAGE 94, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND THE POINT OF BEGINNING: THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3 NORTH 56°39'34" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 33°20'26" EAST, A DISTANCE OF 125.00 FEET A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 3; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 56°39'34" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 33°20'26" WEST, A DISTANCE OF 125,00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1875 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUN								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA. 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 3				
REVISE R/W	D. WILLIAMS	07/17/2023	DRAWN	J. J PIERRE	03/10/2023	PHONE: (407) 639-4300						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/20/2023	S	SECTION N/A	SHEET 1 OF 3				



#### **GENERAL NOTES**

- 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 BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 6. TOWNSHIP 26 SOUTH. RANGE 28 EAST. OSCEOLA COUNTY. FLORIDA. BEING NORTH 89°23'35" EAST. BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM. FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-127 DATED 03/04/2021 AT 8:00 A.M., UPDATED 3/09/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

CHD.	=	CHORD DISTANCE	ID	= IDENTIFICATION	PC	=	POINT OF CURVATURE
СВ	=	CHORD BEARING	ΙP	= IRON PIPE	ΡΙ	=	POINT OF INTERSECTION
Q.	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	=	POINT OF BEGINNING
(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	=	POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T.	=	POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT	=	POINT OF TANGENCY
		AUTHORITY	L/A	= LIMITED ACCESS	PROJ.	=	PROJECT
CO.	=	COUNTY	MON.	= MONUMENTATION/MONUMENT	R	=	RADIUS
COR.	=	CORNER	NO.	= NUMBER	RR	=	RAILROAD
CM	=	CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RGE.	=	RANGE
CR	=	COUNTY ROAD	NL	= NAIL	REF.	=	REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	R/W	=	RIGHT OF WAY
D	=	DEGREE	NT	= NON-TANGENT	SEC.	=	SECTION
(D)	=	DEED DATA	NTS	= NOT TO SCALE	SQ.FT	. =	SQUARE FEET
DB	=	DEED BOOK	OR	= OFFICIAL RECORD	SR	=	STATE ROAD
DR.	=	DRIVE	ORB	= OFFICIAL RECORD BOOK	Τ	=	TANGENT
ESMT	. =	EASEMENT	PG.	= PAGE	TB	=	TANGENT BEARING
Δ	=	DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR	TC	=	TANGENT TO CURVE
FND.	=	FOUND	P	= PROPERTY LINE	TWP.	=	TOWNSHIP
(F)	=	FIELD DATA	(P)	= PLAT DATA	UE	=	UTILITY EASEMENT
F.P.	=	FINANCIAL PROJECT	PB	= PLAT BOOK			
FDOT	=	FLORIDA DEPARTMENT OF					
		TRANSPORTATION					

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.07.23 07:42:08 -04'00'

MIS

MARTIN J. SHATTO, PSM

TITLE UPDATED

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION



STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: 4/02/2024

DRAWN J. J PIERRE 03/10/2023 REVISE R/W D. WILLIAMS 07/17/2023 REVISION BY DATE CHECKED M. SHATTO 03/20/2023

SECTION N/A

SEE NOTE 3 ABOVE

SHEET 3 OF 3

ORID SUN

PARCEL 53-128 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART A

A PORTION OF LOT 2, SUNDOWN VILLAGE UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 94, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3255, PAGE 812 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6: THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 90.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 (US 17-92), A 100 FEET WIDE RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 33°20'26" EAST, A DISTANCE OF 832.98 FEET TO THE SOUTHEAST CORNER OF LOT 2, SUNDOWN VILLAGE UNIT THREE, AS RECORDED IN PLAT BOOK 4, PAGE 94, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 N56°39'34" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 33°20'26" EAST, A DISTANCE OF 139.16 FEET; THENCE SOUTH 56°39'34" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 33°20'26" WEST, A DISTANCE OF 139.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 2087 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 4				
REVISE R/W	D. WILLIAMS	07/17/2023	DRAWN	J. J PIERRE	03/10/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	OTES, SHEET 4				
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/20/2023	Si	ECTION N/A	SHEET 1 OF 4				

PARCEL 53-128 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PORTION OF LOT 2, SUNDOWN VILLAGE UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 94, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3255, PAGE 812 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

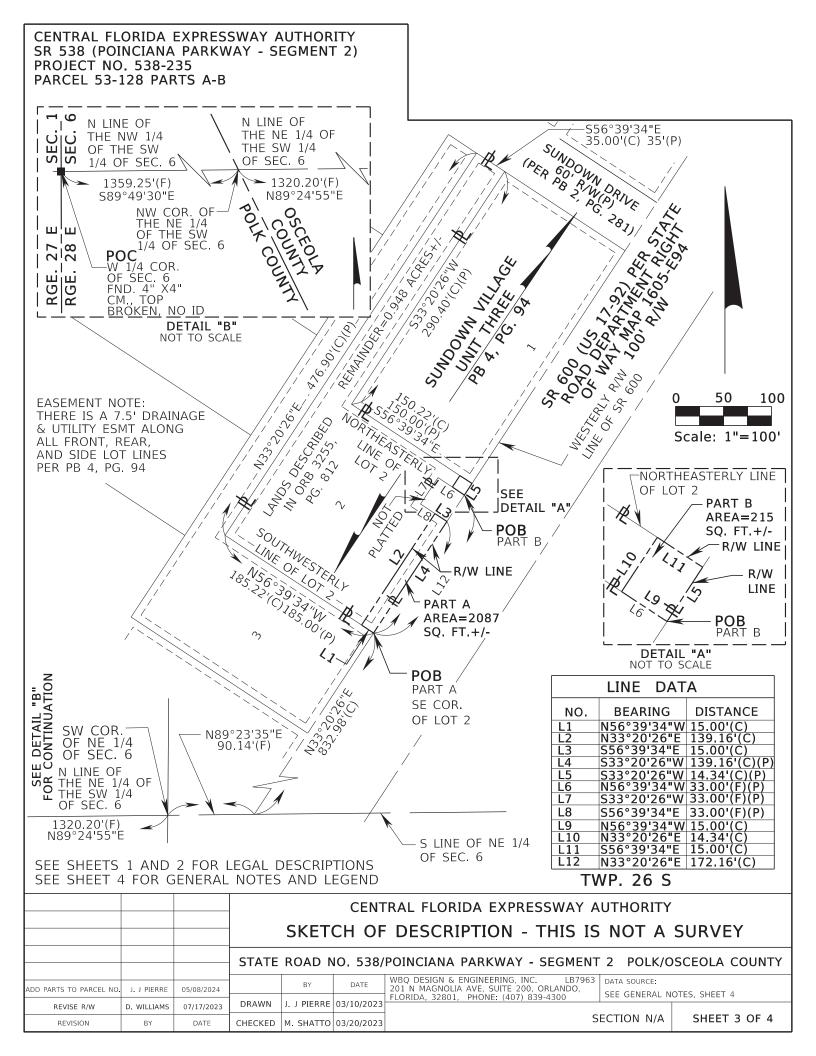
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6: THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 90.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 (US 17-92), A 100 FEET WIDE RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 33°20'26" EAST, A DISTANCE OF 832.98 FEET TO THE SOUTHEAST CORNER OF LOT 2, SUNDOWN VILLAGE UNIT THREE, AS RECORDED IN PLAT BOOK 4, PAGE 94, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 33°20'26" EAST, A DISTANCE OF 172.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 56°39'34" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 33°20'26" EAST, A DISTANCE OF 14.34 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 56°39'34" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 33°20'26" WEST, A DISTANCE OF 14.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 215 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 2302 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	ATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A					
REVISE R/W	D. WILLIAMS	07/17/2023	DRAWN	J. J PIERRE	03/10/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	OTES, SHEET 4					
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/20/2023	S	ECTION N/A	SHEET 2 OF 4					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-128 PARTS A-B

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEINGNORTH 89°23'35" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-128 DATED 03/04/2021 AT 8:00 A.M., UPDATED 3/09/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

	CHD. CB	=	CHORD DISTANCE CHORD BEARING	ID IP	= IDENTIFICATION = IRON PIPE	PC PI	=	POINT OF CURVATURE POINT OF INTERSECTION
١	Q	=		IR	= IRON ROD OR REBAR	POB	=	POINT OF BEGINNING
١	(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	_	POINT OF COMMENCEMENT
١	CCR	=		L	= LENGTH OF CURVE	P.O.T.		POINT ON TANGENT
١	CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT	=	POINT OF TANGENCY
١	CIX	_	AUTHORITY	L/A	= LIMITED ACCESS	PROJ.		PROJECT
١	CO.	=	COUNTY		= MONUMENTATION/MONUMENT	R	=	RADIUS
١	COR	=	CORNER	NO.	= NUMBER	RR	=	RAILROAD
١	CM	=	CONCRETE MONUMENT	N/A		RGE.	=	RANGE
١	CR	=	COUNTY ROAD	NL	= NAIL	REF.	=	REFERENCE
١	CSX	=	CHESSIE SEABOARD CONSOLIDATED			R/W	=	RIGHT OF WAY
١	D	=	DEGREE	NT	= NON-TANGENT	SEC.		SECTION
١	(D)	=	DEED DATA	NTS	= NOT TO SCALE	SQ FT.		SQUARE FEET
١	DB	=	DEED BOOK	OR	= OFFICIAL RECORD	SR	=	STATE ROAD
١	DR.	=	DRIVE	ORB	= OFFICIAL RECORD BOOK	T	=	TANGENT
١	ESMT		EASEMENT	PG.	= PAGE	TB	=	TANGENT BEARING
١	Δ	=		PLS	= PROFESSIONAL LAND SURVEYOR		=	TANGENT TO CURVE
١	FND.	=	FOUND	P_	= PROPERTY LINE	TWP.		TOWNSHIP
١	(F)	=	FIELD DATA	.L (P)	= PLAT DATA	UE	=	UTILITY EASEMENT
١	F.P.	=		PB	= PLAT BOOK	OL		OTIETT EXCEPTENT
١	FDOT	=	FLORIDA DEPARTMENT OF	10	- TEAT BOOK			
	1001	-	TRANSPORTATION					
1								

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

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 13:50:04 -04'00'

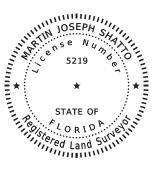
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 3 FOR SKETCH OF DESCRIPTIONS

JLL JIILLI 3	SEE SHEEF S FOR SKETCH OF DESCRIPTIONS												
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNT													
TITLE UPDATED	MJS	04/02/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE					
REVISE R/W	D. WILLIAMS	07/17/2023	DRAWN	J. J PIERRE	03/10/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE NOTE 3 /NO						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/20/2023	S	ECTION N/A	SHEET 4 OF 4					



PARCEL 53-129

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

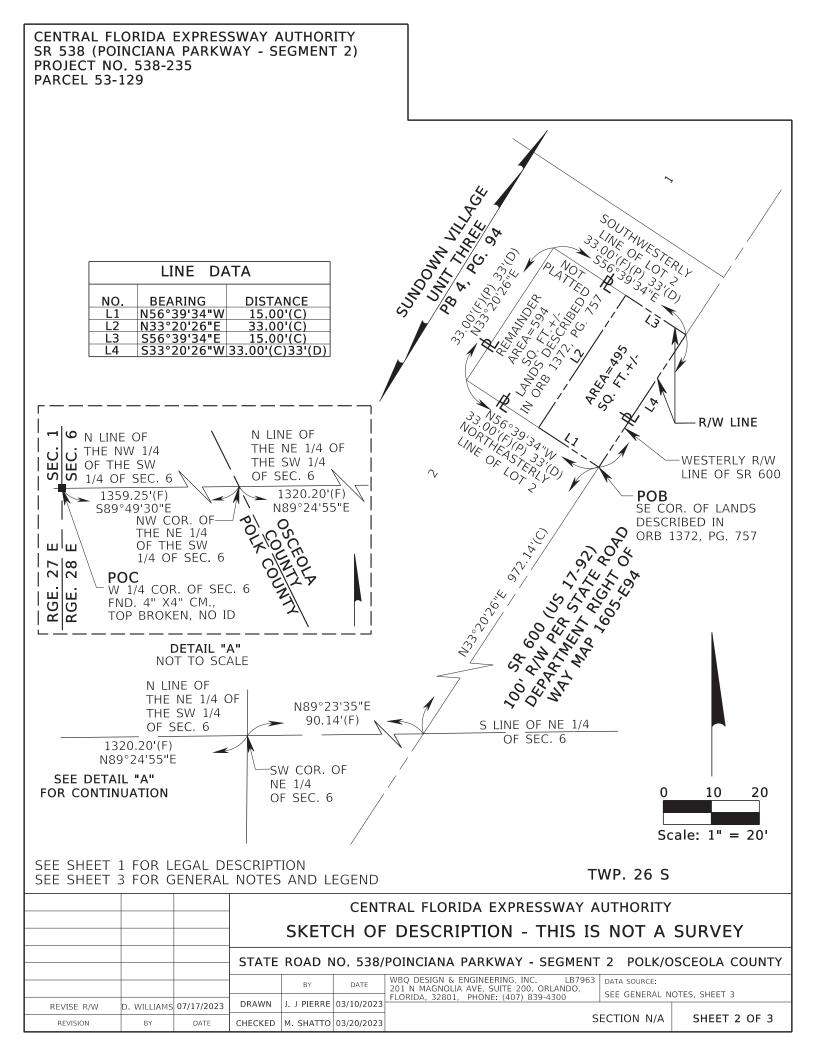
A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1372, PAGE 757 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 90.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 (US 17-92), A 100 FEET WIDE RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94: THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 33°20'26" EAST, A DISTANCE OF 972.14 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1372, PAGE 757 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 2, SUNDOWN VILLAGE UNIT THREE, AS RECORDED IN PLAT BOOK 4, PAGE 94, SAID PUBLIC RECORDS, NORTH 56°39'34" WEST, A DISTANCE OF 15.00 FEET: THENCE NORTH 33°20'26" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 56°39'34" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 33°20'26" WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 495 SOUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY  SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3				
REVISE R/W	D. WILLIAMS	07/17/2023	DRAWN	J. J PIERRE	03/10/2023	FLORIDA, 32801, PHONE: (407) 839-4300	322 321421712 11	0123, 311221 3				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/20/2023	Si	ECTION N/A	SHEET 1 OF 3				



#### **GENERAL NOTES**

- 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 BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°23'35" EAST. BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM. FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-129 DATED 03/04/2021 AT 8:00 A.M., UPDATED 3/09/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

CHE	<b>)</b> .	=	CHORD DISTANCE	ID	=	IDENTIFICATION	PC	=	POINT OF CURVATURE
СВ		=	CHORD BEARING	ΙP		IRON PIPE	PI	=	POINT OF INTERSECTION
Q		=	CENTERLINE	IR		IRON ROD OR REBAR	POB	=	POINT OF BEGINNING
(C)		=	CALCULATED DATA	IRC		IRON ROD AND CAP	POC		POINT OF COMMENCEMENT
CCF	?	=	CERTIFIED CORNER RECORD	L		LENGTH OF CURVE	P.O.T.		POINT ON TANGENT
CFX		=	CENTRAL FLORIDA EXPRESSWAY	LB		LICENSED BUSINESS	PT	=	POINT OF TANGENCY
			AUTHORITY	L/A		LIMITED ACCESS	PROJ.	=	PROJECT
co.		=	COUNTY			MONUMENTATION/MONUMENT	R	=	RADIUS
COF		=	CORNER	NO.		NUMBER	RR	=	RAILROAD
CM		=	CONCRETE MONUMENT	N/A		NOT APPLICABLE	RGE.	=	RANGE
CR		=	COUNTY ROAD	NL		NAIL	REF.	=	REFERENCE
(CS)	(	=	CHESSIE SEABOARD CONSOLIDATED	N&D	=	NAIL & DISK	R/W	=	RIGHT OF WAY
D		=	DEGREE	NT	=	NON-TANGENT	SEC.	=	SECTION
(D)		=	DEED DATA	NTS	=	NOT TO SCALE	SQ.FT.	. =	SQUARE FEET
DB		=	DEED BOOK	OR	=	OFFICIAL RECORD	SR	=	STATE ROAD
DR.		=	DRIVE	ORB	=	OFFICIAL RECORD BOOK	Τ	=	TANGENT
ESN	ΛT.	=	EASEMENT	PG.	=	PAGE	TB	=	TANGENT BEARING
Δ		=	DELTA (CENTRAL ANGLE)	PLS	=	PROFESSIONAL LAND SURVEYOR	TC	=	TANGENT TO CURVE
FNE	).	=	FOUND	P	=	PROPERTY LINE	TWP.	=	TOWNSHIP
(F)		=	FIELD DATA	(P)	=	PLAT DATA	UE	=	UTILITY EASEMENT
F.P.		=	FINANCIAL PROJECT	PB	=	PLAT BOOK			
FDC		=	FLORIDA DEPARTMENT OF						
			TRANSPORTATION						

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

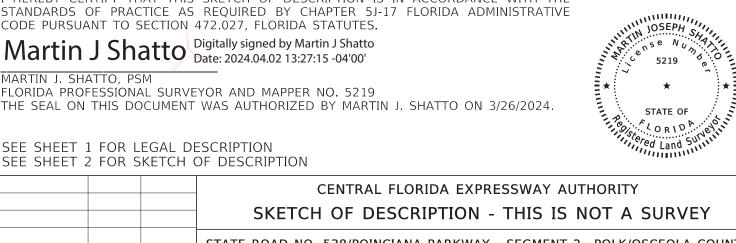
Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 13:27:15 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION



STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY LB7963 DATA SOURCE:

WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 TITLE UPDATED MJS 4/02/2024 SEE NOTE 3 ABOVE DRAWN J. J PIERRE 03/10/2023 REVISE R/W D. WILLIAMS 07/17/2023

SECTION N/A REVISION BY DATE CHECKED M. SHATTO 03/20/2023

SHEET 3 OF 3

PROJECT NO. 538-235 PARCEL 53-130 PARTS A-C

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

#### LEGAL DESCRIPTION

PART A

A PORTION OF BLOCK 9, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4503, PAGE 1832, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1124.94 FEET TO THE WESTERLY CORNER OF BLOCK 9, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 9 NORTH 33°03'38" EAST, A DISTANCE OF 4.83 FEET TO THE NORTHERLY CORNER OF SAID BLOCK 9; THENCE ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 9 SOUTH 59°45'18" EAST, A DISTANCE OF 129.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHEASTERLY LINE SOUTH 59°45'18" EAST, A DISTANCE OF 46.59 FEET; THENCE SOUTH 33°37'03" WEST, A DISTANCE OF 68.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 493.49 FEET, A CHORD BEARING OF NORTH 01°33'45" WEST AND A CHORD DISTANCE OF 80.72 FEET; THENCE FROM A TANGENT BEARING OF NORTH 03°07'44" EAST, RUN NORTHERLY ALONG THE ARC OF SAID CURVE THOUGH A CENTRAL ANGLE OF 09°22'56", A DISTANCE OF 80.81 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1509 SQUARE FEET, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5					
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024	DRAWN	J. J PIERRE	03/17/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	Si	ECTION N/A	SHEET 1 OF 5					

PROJECT NO. 538-235 PARCEL 53-130 PARTS A-C PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PORTION OF BLOCK 9, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4503, PAGE 1832 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1124.94 FEET TO THE WESTERLY CORNER OF BLOCK 9, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 9 NORTH 33°03'38" EAST, A DISTANCE OF 4.83 FEET TO THE NORTHERLY CORNER OF SAID BLOCK 9; THENCE ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 9 SOUTH 59°45'18" EAST, A DISTANCE OF 175.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHEASTERLY LINE SOUTH 59°45'18" EAST, A DISTANCE OF 24.58 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 32°57'08" WEST AND A CHORD DISTANCE OF 133.33 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 33°05'06" WEST, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°15'57", A DISTANCE OF 133.33 FEET TO A POINT ON AFORESAID COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 26°17'27" WEST, A DISTANCE OF 27.96 FEET; THENCE NORTH 31°24'20" EAST, A DISTANCE OF 49.17 FEET; THENCE NORTH 33°37'03" EAST, A DISTANCE OF 68.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 3108 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 4617 SQUARE FEET, MORE OR LESS.

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

						RAL FLORIDA EXPRESSWAY A								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY										
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5						
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024	DRAWN	J. J PIERRE	03/17/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	,						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	ECTION N/A	SHEET 2 OF 5						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-130 PARTS A-C

PURPOSE: LIMITED ACCESS RIGHTS ONLY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART C

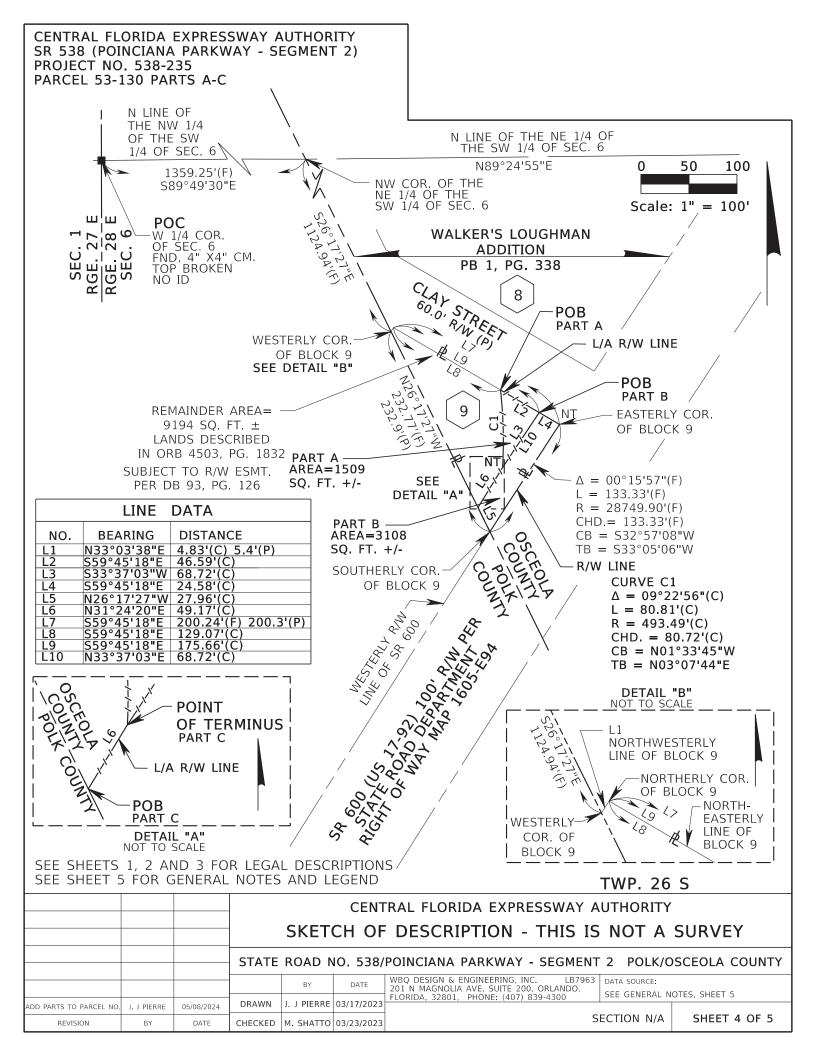
ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN BLOCK 9, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4503. PAGE 1832 OF SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1124.94 FEET TO THE WESTERLY CORNER OF BLOCK 9, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA: THENCE ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 9 NORTH 33°03'38" EAST, A DISTANCE OF 4.83 FEET TO THE NORTHERLY CORNER OF SAID BLOCK 9; THENCE ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 9 SOUTH 59°45'18" EAST, A DISTANCE OF 175.66 FEET; THENCE CONTINUE ALONG SAID NORTHEASTERLY LINE SOUTH 59°45'18" EAST, A DISTANCE OF 24.58 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 32°57'08" WEST AND A CHORD DISTANCE OF 133.33 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 33°05'06" WEST, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°15'57", A DISTANCE OF 133.33 FEET TO A POINT ON AFORESAID COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 26°17'27" WEST, A DISTANCE OF 27.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 31°24'20" EAST, A DISTANCE OF 49.17 FEET TO THE POINT OF TERMINUS.

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

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

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY							
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY										
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5						
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024	DRAWN	J. J PIERRE	03/17/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S						
REVISION	BY	DATE	CHECKED	KED M. SHATTO 03/23/2023 SECTION N/A SHEET 3 OF 5										



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-130 PARTS A-C

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA, COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-130 DATED 10/23/2020 AT 8:00 A.M., UPDATED 3/09/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

CHD.	=	CHORD DISTANCE	ID	=	IDENTIFICATION	PC	=	POINT OF CURVATURE
СВ	=	CHORD BEARING	ΙP	=	IRON PIPE	PI	=	POINT OF INTERSECTION
Q.	=	CENTERLINE	IR	=	IRON ROD OR REBAR	POB	=	POINT OF BEGINNING
( <u>C</u> )	=	CALCULATED DATA	IRC	=	IRON ROD AND CAP	POC	=	POINT OF
CCR	=	CERTIFIED CORNER RECORD	L	=	LENGTH OF CURVE			COMMENCEMENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	=	LICENSED BUSINESS	P.O.T.	=	POINT ON TANGENT
		AUTHORITY	L/A	=	LIMITED ACCESS	PT	=	POINT OF TANGENCY
CO.	=	COUNTY	LARO	=	LIMITED ACCESS RIGHTS ONLY	PROJ.	=	PROJECT
COR.	=	CORNER	MON.	=	MONUMENTATION/MONUMENT	R	=	RADIUS
CM	=	CONCRETE MONUMENT	NO.	=	NUMBER	RR	=	RAILROAD
CR	=	COUNTY ROAD	N/A	=	NOT APPLICABLE	RGE.	=	RANGE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	NL	=	NAIL	REF.	=	REFERENCE
D	=	DEGREE	N&D	=	NAIL & DISK	R/W	=	RIGHT OF WAY
(D)	=	DEED DATA	NT	=	NON-TANGENT	SEC.	=	SECTION
DB	=	DEED BOOK	NTS	=	NOT TO SCALE	SQ.FT	. =	SQUARE FEET
DR.	=	DRIVE	OR	=	OFFICIAL RECORD	SR	=	STATE ROAD
ESMT.	=	EASEMENT	ORB	=	OFFICIAL RECORD BOOK	Τ	=	TANGENT
Δ	=	DELTA (CENTRAL ANGLE)	PG.	=	PAGE	TB	=	TANGENT BEARING
FND.	=	FOUND	PLS	=	PROFESSIONAL LAND SURVEYOR	TC	=	TANGENT TO CURVE
(F)	=	FIELD DATA	P	=	PROPERTY LINE	TWP.	=	TOWNSHIP
F.P.	=	FINANCIAL PROJECT	(P)	=	PLAT DATA	UE	=	UTILITY EASEMENT
FDOT	=	FLORIDA DEPARTMENT OF	PB	=	PLAT BOOK			
		TRANSPORTATION						

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

## Martin J Shatto Shatto

Digitally signed by Martin J

Date: 2024.05.14 13:51:31 -04'00'

MARTIN I. SHATTO, PSM

J. J PIERRE

ADD PARTS TO PARCEL NO.

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEETS 1, 2 AND 3 FOR LEGAL DESCRIPTIONS



1	STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY
ſ		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE:
1				FLORIDA 32801 PHONE: (407) 839-4300   SEE NOTE 3 ABOVE

DRAWN J. J PIERRE 03/17/2023 04/02/2024 TITLE UPDATED REVISION BY DATE CHECKED M. SHATTO 03/23/2023

SECTION N/A SHEET 5 OF 5

CORIDA rered Land Suns

PROJECT NO. 538-235 PARCEL 53-131 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

#### LEGAL DESCRIPTION

PART A

A PORTION OF BLOCK 8, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3426, PAGE 2207 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST OUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA: THENCE ALONG THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1169.54 FEET TO THE NORTHWEST CORNER OF BLOCK 8, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°24'55" EAST, A DISTANCE OF 150.66 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°28'23" WEST, A DISTANCE OF 90.42 FEET; THENCE SOUTH 38°36'13" WEST, A DISTANCE OF 118.51 FEET; THENCE SOUTH 36°49'31" WEST, A DISTANCE OF 632.45 FEET; THENCE SOUTH 56°39'47" EAST, A DISTANCE OF 52.09 FEET; THENCE SOUTH 33°20'13" WEST, A DISTANCE OF 187.19 FEET; THENCE SOUTH 33°37'03" WEST, A DISTANCE OF 212.69 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BLOCK 8: THENCE ALONG SAID SOUTHERLY LINE NORTH 59°45'18" WEST, A DISTANCE OF 109.14 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 493.49 FEET, A CHORD BEARING OF NORTH 21°18'50" WEST AND A CHORD DISTANCE OF 82.50 FEET; THENCE FROM A TANGENT BEARING OF NORTH 16°31'10" WEST, RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°35'21", A DISTANCE OF 82.59 FEET TO A POINT ON THE WESTERLY LINE OF SAID BLOCK 8 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28949.90 FEET, A CHORD BEARING OF NORTH 33°04'14" EAST, AND A CHORD DISTANCE OF 21.26 FEET; THENCE FROM A TANGENT BEARING OF NORTH 33°02'58" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 00°02'31". A DISTANCE OF 21.26 FEET TO THE END OF SAID CURVE: THENCE CONTINUE ALONG SAID WESTERLY LINE NORTH 33°22'07" EAST, A DISTANCE OF 1077.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4.289 ACRES, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS						
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COU									
REVISE PART A	J. J PIERRE	10/20/2023		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5				
REVISE R/W	D. WILLIAMS	07/18/2023	DRAWN	J. J PIERRE	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300						
REVISION	BY	DATE	CHECKED	KED M. SHATTO 03/20/2023 SECTION N/A SHEET 1 OF 5								

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-131 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PORTION OF BLOCK 8, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3426, PAGE 2207 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1169.54 FEET TO THE NORTHWEST CORNER OF BLOCK 8, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°24'55" EAST, A DISTANCE OF 150.66 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°28'23" WEST, A DISTANCE OF 90.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°28'23" WEST, A DISTANCE OF 47.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 (US 17-92). A 100 FEET WIDE RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 33°20'26" WEST, A DISTANCE OF 1045.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 33°16'43" WEST AND A CHORD DISTANCE OF 62.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°07'26". A DISTANCE OF 62.16 FEET: THENCE NORTH 59°45'18" WEST, A DISTANCE OF 24.05 FEET; THENCE NORTH 33°37'03" EAST, A DISTANCE OF 212.69 FEET; THENCE NORTH 33°20'13" EAST, A DISTANCE OF 187.19 FEET; THENCE NORTH 56°39'47" WEST, A DISTANCE OF 52.09 FEET; THENCE NORTH 36°49'31" EAST, A DISTANCE OF 632.45 FEET; THENCE NORTH 38°36'13" EAST, A DISTANCE OF 118.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.094 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 5.383 ACRES, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

			-		CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY						
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNT									
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5					
REVISE R/W	D. WILLIAMS	07/18/2023	DRAWN	J. J PIERRE	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	OTES, SHEET S					
REVISION	ВҮ	DATE	CHECKED	KED M. SHATTO 03/20/2023 SECTION N/A SHEET 2 OF 5									

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-131 PARTS A-B L/A R/W LINE NW COR. OF THE NE 1/4 NE COR. OF THE OF THE SW 1/4 OF SEC. 6 N89°24'55"E -SW 1/4 OF SEC. 6 ш ш 150.66 (F)  $\infty$ 150.75'(P) 2 N LINE OF POB-THE NW 1/42 ш PART A RGI RGI OF THE SW N LINE OF THE NE 1/4 OF NW COR. 1/4 OF SEC. 6 THE SW 1/4 OF SEC. 6 **BLOCK 8** N89°24'55"E 1169.54'(F) POUND EAST LINE OF THE S89°49'30"E SW 1/4 OF SEC. 6 1359.25'(F) **POC** L/A R/W W 1/4 COR. OF SEC. 6 LINE 9 FND. 4" X 4" CM TOP BROKEN WALKER'S LOUGHMAN SE( 8 N00°28'23"E ADDITION.
PB 1, PG. 338 NO ID 137.78'(F) 135.3'(P) CURVE C1 GRANT ST.  $\Delta = 09^{\circ}35'21"(C)$ WESTALL TWO OF L = 82.59'(C)R = 493.49'(C)CHD = 82.50'(C)CURVE C2 CB= N21°18'50"W  $\Delta = 00^{\circ}02'31"(C)$ TB= N16°31'10"W L = 21.26'(C)LANDS OF SPARED W. R = 28949.90'(C)LINE DATA CHD.= 21.26'(C)500 CB= N33°04'14"E NO. **BEARING DISTANCE** TB= N33°02'58"E 90.42'(C) L1 S00°28'23"W S38°36'13"W 118 51 (C) S36°49'31"W L3 632.45 (C) L/A R/W S56°39'47"E L4 52.09 (C) LINE 8 S33°20'13"W S33°37'03"W N59°45'18"W 187.19 (C) 212.69 (C) L5  $\Delta = 00^{\circ}08'37''(F)$ L6 L = 72.61'(F)109.14 (C L = 74.15'(P)5 R = 28949.90'(F)CHD.= 72.61'(F)CB= S33°01'11"W NT **EXISTING WESTERLY** REMAINDER AREA= R/W LINE OF SR 600 1816 SQ.FT. ± L/A R/W LINE 10.00' DUKE ENERGY ESMT LABOR ST.(P) PER ORB 4859, PG. 1624 N59°45'18"W ROAD 200 CAMP  $\Delta = 00^{\circ}07'26''(F)$ 100 200.27'(F) 200.3'(P) L = 62.16'(F) 62.45'(P)SOUTHERLY LINE R = 28749.90'(F)OF BLOCK 8 CHD = 62.16'(F)Scale: 1" = 200'CB= N33°16'43"E SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND TWP. 26 S CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY ADD PARTS TO PARCEL NO. J. J PIERRE 05/08/2024 WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 J. J PIERRE REVISE PART A 10/20/2023 SEE GENERAL NOTES, SHEET 5 DRAWN J. J PIERRE 03/09/2023 REVISE R/W D. WILLIAMS 07/18/2023 SECTION N/A SHEET 3 OF 5 REVISION BY DATE CHECKED M. SHATTO 03/20/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-131 PARTS A-B NW COR. OF THE NE 1/4 NE COR. OF THE OF THE SW 1/4 OF SEC. 6 SW 1/4 OF SEC. 6 ш ш N89°24'55"E - $\infty$ 150.66'(F) THE NW 1/42 2 2 150.75'(P) ш RGI RGE OF THE SW NW COR. N LINE OF THE NE 1/4 OF 1/4 OF SEC. 6 BLOCK 8 THE SW 1/4 OF SEC. 6 N89°24'55"E 1169.54'(F) POUND S00°28'23"W S89°49'30"E **POB** 90.42'(C) 1359.25'(F) PART B EAST LINE OF THE **POC** SW 1/4 OF SEC. 6 W 1/4 COR. OF SEC. 6 9 FND. 4" X 4" CM TOP BROKEN WALKER'S LOUGHMAN SEC. 8 N00°28'23"E SE( NO ID **ADDITION** 137.78'(F) 135.3'(P) PB 1, PG. 338 GRANT ST. (P) R/W LINE 125 LINE DATA 35 NO. **BEARING DISTANCE** 4M05 20,000 20,000 20,000 20,000 10,0 S00°28'23"W 47.36'(C) L8 N59°45'18"W L9 24.05'(C) N33°37'03"E L10 212.69'(C) N33°20'13"E 187 19 (C) L11 N56°39'47"W N36°49'31"E  $\Delta = 00^{\circ}08'37''(F)$ L12 52.09'(C) 632.45 (C L = 72.61'(F)L13 N38°36'13"E 118.51'(C L14 L = 74.15'(P)R = 28949.90'(F)CHD = 72.61'(F)CB= S33°01'11"W **EXISTING WESTERLY** R/W LINE OF SR 600 10.00' DUKE ENERGY ESMT PER ORB 4859, PG. 1624 N59°45'18"W LABORST (A) 200.27'(F) 200.3'(P)  $\Delta = 00^{\circ}07'26''(F)$ 100 200 ROAD L = 62.16'(F) 62.45'(P)CAMP SOUTHERLY LINE R = 28749.90'(F)OF BLOCK 8 66, CHD. = 62.16'(F)Scale: 1'' = 200'CB= S33°16'43"W SEE SHEETS 1 AND 2 FOR LEGAL DESĆRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND TWP. 26 S CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 J. J PIERRE 05/08/2024 ADD PARTS TO PARCEL NO. SEE GENERAL NOTES, SHEET 5 DRAWN J. J PIERRE 03/09/2023 D. WILLIAMS REVISE R/W 07/18/2023 SECTION N/A SHEET 4 OF 5 REVISION BY DATE CHECKED M. SHATTO 03/13/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-131 PARTS A-B

#### GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901). 1983 NORTH AMERICAN 2011 DATUM. ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-131 DATED 10/27/2020 AT 8:00 A.M., UPDATED 3/09/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

	BLK = BLOCK	FDOT	=	FLORIDA DEPARTMENT OF	PEF	= PROGRESS ENERGY FLORIDA	
ı	CHD. = CHORD DISTANCE			TRANSPORTATION	PC	= POINT OF CURVATURE	
ı	CB = CHORD BEARING	ID	=	IDENTIFICATION	ΡΙ	= POINT OF INTERSECTION	
ı	Q = CENTERLINE	ΙP	=	IRON PIPE	POB	= POINT OF BEGINNING	
ı	(C) = CALCULATED DATA	IR	=	IRON ROD OR REBAR	POC	= POINT OF COMMENCEMENT	
ı	CCR = CERTIFIED CORNER RECORD	IRC	=	IRON ROD AND CAP	P.O.T.	= POINT ON TANGENT	
ı	CFX = CENTRAL FLORIDA EXPRESSWAY	L	=	LENGTH OF CURVE	PT	= POINT OF TANGENCY	
ı	AUTHORITY	LB	=	LICENSED BUSINESS	PROJ.	= PROJECT	
ı	COR. = CORNER	L/A	=	LIMITED ACCESS	R	= RADIUS	
ı	CO. = COUNTY	MON.	=	MONUMENTATION/MONUMENT	RR	= RAILROAD	
ı	CM = CONCRETE MONUMENT	NO.	=	NUMBER	RGE.	= RANGE	
ı	CR = COUNTY ROAD	N/A	=	NOT APPLICABLE	REF.	= REFERENCE	
ı	CSX = CHESSIE SEABOARD CONSOLIDATED	NL	=	NAIL	R/W	= RIGHT OF WAY	
ı	D = DEGREE	N&D	=	NAIL & DISK	SEC.	= SECTION	
ı	(D) = DEED DATA	NT	=	NON-TANGENT	SELY	= SOUTHEASTERLY	
ı	DB = DEED BOOK	NTS	=	NOT TO SCALE	SQ.FT	. = SQUARE FEET	
ı	DR. = DRIVE	OR	=	OFFICIAL RECORD	SR	= STATE ROAD	
ı	$\Delta$ = DELTA (CENTRAL ANGLE)	ORB	=	OFFICIAL RECORD BOOK	ST.	= STREET	
ı	ESMT = EASEMENT	PG.	=	PAGE	Τ	= TANGENT	
ı	FND. = FOUND	PLS	=	PROFESSIONAL LAND SURVEYOR	TB	= TANGENT BEARING	
	(F) = FIELD	PL	=	PROPERTY LINE	TC	= TANGENT TO CURVE	
ı	F.P. = FINANCIAL PROJECT	(P)	=	PLAT DATA	TWP.	= TOWNSHIP	
ı		РВ	=	PLAT BOOK	UE	= UTILITY EASEMENT	

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

## Martin J Shatto Shatto

Digitally signed by Martin J

Date: 2024.05.14 13:52:41 -04'00'

MARTIN I. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

CHECKED M. SHATTO 03/20/2023

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS

DATE



			STATE	ROAD N	IO 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024	SIAIL	NOAD I	10. 550,			SCECEA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:	
TITLE UPDATED	MJS	04/02/2024			D/112	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,   FLORIDA. 32801. PHONE: (407) 839-4300	SEE NOTE 3 AB	OVE
REVISE R/W	D. WILLIAMS	07/18/2023	DRAWN	J. J PIERRE	03/09/2023	PHONE: (407) 839-4300	011 11011 0 110	

CORIDA ored Land Sulle

SHEET 5 OF 5

SECTION N/A

PARCEL 53-132A

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

A PORTION OF LOT 10, BLOCK 7, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN THE SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1192, PAGE 949 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA: THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO A POINT ON THE POLK/OSCEOLA COUNTY LINE, ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 133.53 FEET TO NORTHWEST CORNER OF LOT 23, BLOCK 1 OF SAID PLAT; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 1 SOUTH 24°18'47" WEST, A DISTANCE OF 112.98 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OSCEOLA POLK ROAD, A 33.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 894.16 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 7 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 10, BLOCK 7 NORTH 64°16'06" EAST, A DISTANCE OF 70.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY LINE NORTH 64°16'06" EAST, A DISTANCE OF 65.24 FEET TO THE NORTHEAST CORNER OF SAID LOT 10. BLOCK 7: THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10. BLOCK 7 SOUTH 33°22'07" WEST, A DISTANCE OF 52.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28949.90 FEET, A CHORD BEARING OF SOUTH 33°04'14" WEST AND A CHORD DISTANCE OF 21.26 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 33°05'30" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY LINE OF LOT 10 THROUGH A CENTRAL ANGLE OF 00°02'31", A DISTANCE OF 21.26 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 493.49 FEET, A CHORD BEARING OF NORTH 28°19'32" WEST AND A CHORD DISTANCE OF 38.18 FEET; THENCE FROM A TANGENT BEARING OF NORTH 26°06'31" WEST, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°26'02", A DISTANCE OF 38.19 FEET TO THE POINT OF BEGINNING.

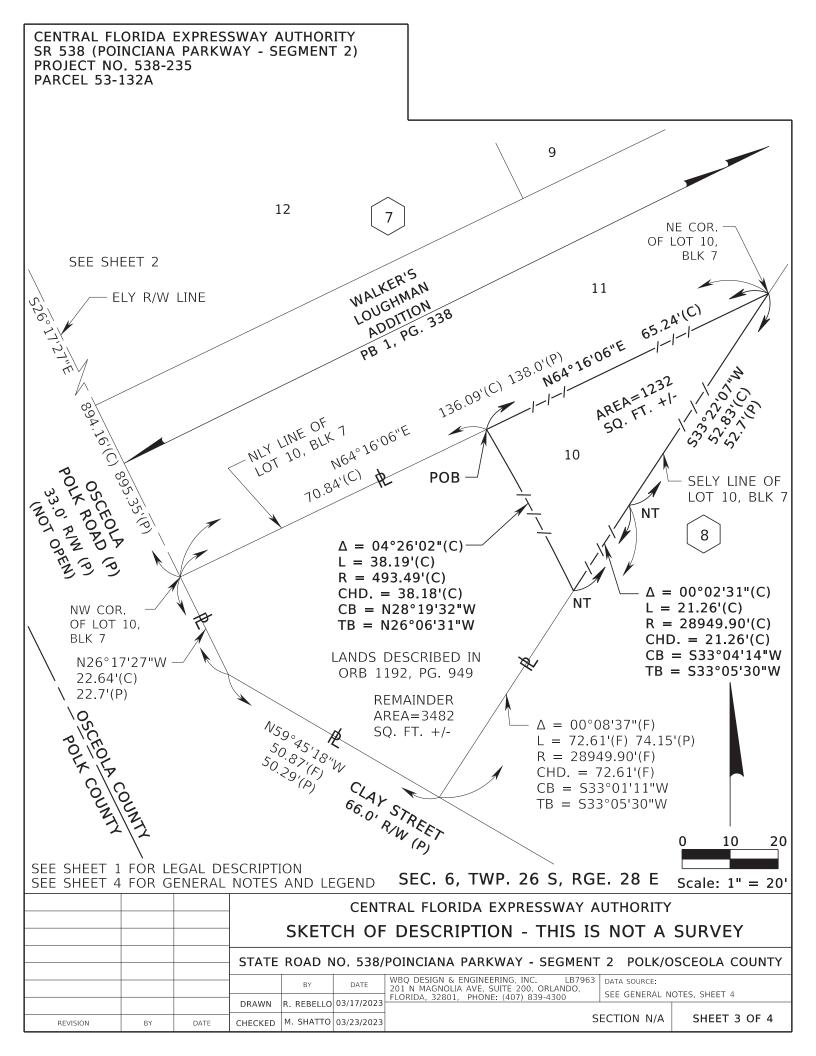
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1232 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

						TRAL FLORIDA EXPRESSWAY A									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY											
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY												
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	IOTES SHEET A							
			DRAWN	R. REBELLO	03/17/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 4							
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	ECTION N/A	SHEET 1 OF 4							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 PARCEL 53-132A **POC** W 1/4 OF SEC. 6 FND. 4"X4" CM N LINE OF NE 1/4 TOP BROKEN N89°24'55"E OF SW 1/4 OF 133.53'(F) NO ID SEC. 6 S89°49'30"E N 1359.25'(F) 23 ш Ш S24°18'47"W 27 112.98'(F) NW COR. NE 1/4 RGE. OF SW 1/4 OF SEC. 6 113.5'(P) RGE. 22 1 N LINE OF NW 1/4 OF SW 1/4 OF SEC. 6 21 OLD TAMPA HIGHWAY 2 20 9 1 SEC. SEC. WALKER'S LOUGHMAN 3 ADDITION PB 1, PC 4 S26°17'27"E 17 894.16'(C) 895.35'(P) ELY R/W LINE 16 30 60 OF OSCEOLA POLK ROAD Scale: 1'' = 60'SEE SHEET 3 SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND TWP. 26 S CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 R. REBELLO 03/17/2023 DRAWN SECTION N/A SHEET 2 OF 4 M. SHATTO 03/23/2023 REVISION BY DATE CHECKED



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-132A** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-132 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

Т		FDOT		ELODIDA DEDADTMENT OF	DEE	DDOCDECC ENEDGY ELODIDA
	BLK = BLOCK	FDOT	=	FLORIDA DEPARTMENT OF	PEF	= PROGRESS ENERGY FLORIDA
	CHD. = CHORD DISTANCE			TRANSPORTATION	PC	= POINT OF CURVATURE
	CB = CHORD BEARING	ID	=	IDENTIFICATION	ΡΙ	= POINT OF INTERSECTION
	Q = CENTERLINE	ΙP	=	IRON PIPE	POB	= POINT OF BEGINNING
ı	(C) = CALCULATED DATA	IR	=	IRON ROD OR REBAR	POC	= POINT OF COMMENCEMENT
l	CCR = CERTIFIED CORNER RECORD	IRC	=	IRON ROD AND CAP	P.O.T.	= POINT ON TANGENT
l	CFX = CENTRAL FLORIDA EXPRESSWAY	L	=	LENGTH OF CURVE	PT	= POINT OF TANGENCY
ı	AUTHORITY	LB	=	LICENSED BUSINESS	PROJ.	= PROJECT
l	COR. = CORNER	L/A	=	LIMITED ACCESS	R	= RADIUS
ı	CO. = COUNTY	MON.	=	MONUMENTATION/MONUMENT	RR	= RAILROAD
l	CM = CONCRETE MONUMENT	NO.	=	NUMBER	RGE.	= RANGE
l	CR = COUNTY ROAD	N/A	=	NOT APPLICABLE	REF.	= REFERENCE
l	CSX = CHESSIE SEABOARD CONSOLIDATED	NL	=	NAIL	R/W	= RIGHT OF WAY
l	D = DEGREE	N&D	=	NAIL & DISK	SEC.	= SECTION
l	(D) = DEED DATA	NT	=	NON-TANGENT	SELY	= SOUTHEASTERLY
ı	DB = DEED BOOK	NLY	=	NORTHERLY	SQ. F	T. = SQUARE FEET
ı	DR. = DRIVE	NTS	=	NOT TO SCALE	SR	= STATE ROAD
l	$\Delta$ = DELTA (CENTRAL ANGLE)	OR	=	OFFICIAL RECORD	ST.	= STREET
l	ELY = EASTERLY	ORB	=	OFFICIAL RECORD BOOK	Τ	= TANGENT
	ESMT = EASEMENT	PG.	=	PAGE	TB	= TANGENT BEARING
	FND. = FOUND	PLS	=	PROFESSIONAL LAND SURVEYOR	TC	= TANGENT TO CURVE
	(F) = FIELD	PL	=	PROPERTY LINE	TWP.	= TOWNSHIP
	F.P. = FINANCIAL PROJECT	(P)	=	PLAT DATA	UE	= UTILITY EASEMENT
		PB	=	PLAT BOOK	WLY	= WESTERLY

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.03.29 08:08:58 -04'00'

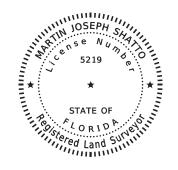
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION



				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
			-	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE			
TITLE UPDATED	MJS	3/26/2024	DRAWN	R. REBELLO	03/17/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE NOTE 3 ABO	3.2			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	SECTION N/A	SHEET 4 OF 4			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-132B PARTS 1-2

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

#### PART 1

A PORTION OF LOTS 1 THROUGH 9 AND 15 THROUGH 20, BLOCK 7, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1192, PAGE 949 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO A POINT ON THE POLK/OSCEOLA COUNTY LINE, ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 133.53 FEET TO NORTHWEST CORNER OF LOT 23, BLOCK 1 OF SAID PLAT: THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 1 SOUTH 24°18'47" WEST, A DISTANCE OF 112.98 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OSCEOLA POLK ROAD, A 33.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 492.29 FEET TO THE NORTHWEST CORNER OF LOT 19, BLOCK 7 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 7 NORTH 63°48'46" EAST, A DISTANCE OF 201.64 TO THE NORTHEAST CORNER OF LOT 1, BLOCK 7 OF SAID PLAT; THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 7 SOUTH 26°11'04" EAST, A DISTANCE OF 363.26 FEET TO THE SOUTHEAST CORNER OF LOT 9, BLOCK 7 OF SAID PLAT; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9, BLOCK 7 SOUTH 64°10'35" WEST, A DISTANCE OF 101.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 7; THENCE ALONG THE WESTERLY LINE OF LOTS 7, 8 AND 9, BLOCK 7 OF SAID PLAT NORTH 26°14'18" WEST, A DISTANCE OF 119.87 FEET TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 7 OF SAID PLAT; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 15, BLOCK 7 SOUTH 64°03'21" WEST, A DISTANCE OF 61.67 FEET; THENCE NORTH 40°54'08" WEST, A DISTANCE OF 148.41 FEET TO AFORESAID EASTERLY RIGHT OF WAY LINE OF OSCEOLA POLK ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 26°17'27" WEST, A DISTANCE OF 98.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.342 ACRES, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024	-	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5				
REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R. REBELLO	03/17/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	0123, 311221 3				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	ECTION N/A	SHEET 1 OF 5				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-132B PARTS 1-2 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART 2

A PORTION OF LOTS 15 THROUGH 18, BLOCK 7, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1192, PAGE 949 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO A POINT ON THE POLK/OSCEOLA COUNTY LINE, ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 133.53 FEET TO NORTHWEST CORNER OF LOT 23, BLOCK 1 OF SAID PLAT; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 1 SOUTH 24°18'47" WEST, A DISTANCE OF 112.98 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OSCEOLA POLK ROAD, A 33.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 492.29 FEET TO THE NORTHWEST CORNER OF LOT 19, BLOCK 7 OF SAID PLAT; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 98.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40°54'08" EAST, A DISTANCE OF 148.41 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 15. BLOCK 7 OF SAID PLAT: THENCE ALONG SAID SOUTHERLY LINE SOUTH 64°03'21" WEST, A DISTANCE OF 37.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15; THENCE ALONG AFORESAID EASTERLY RIGHT OF WAY LINE NORTH 26°17'27" WEST, A DISTANCE OF 143.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 2684 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 1.403 ACRES, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			CTATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
			STATE	ROAD	NO. 538/			OSCEOLA COUNTY				
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963   201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET E				
ADDED PART 2, REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R. REBELLO	03/17/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 5				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	ECTION N/A	SHEET 2 OF 5				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 PARCEL 53-132B PARTS 1-2 **POC** W 1/4 OF SEC. 6 FND. 4"X4" CM N LINE OF NE 1/4 TOP BROKEN N89°24'55"E OF SW 1/4 OF 133.53'(F) NO ID SEC. 6 S89°49'30"E \ 1359.25'(F) 23 ш Ш S24°18'47"W 27 112.98'(F) NW COR. NE 1/4 RGE. OF SW 1/4 OF SEC. 6 113.5'(P) RGE. 22 1 N LINE OF NW 1/4 OF SW 1/4 OF SEC. 6 21 OLD TAMPA HIGHWAY 2 20 OSCEOLA POLK 9 1 SEC. SEC. WALKER'S LOUGHMAN 3 ADDITION PB 1, PC 4 S26°17'27"E 17 492.29'(F) 492.35'(P) ELY R/W LINE 16 30 60 OF OSCEOLA POLK ROAD Scale: 1'' = 60'SEE SHEET 4 SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND TWP. 26 S CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: ADD PARTS TO PARCEL NO. J. J PIERRE SEE GENERAL NOTES, SHEET 5 R. REBELLO 03/17/2023 ADDED PART 2, REVISED SHEET NUMBERS DRAWN R. REBELLO 01/17/2024 SECTION N/A SHEET 3 OF 5

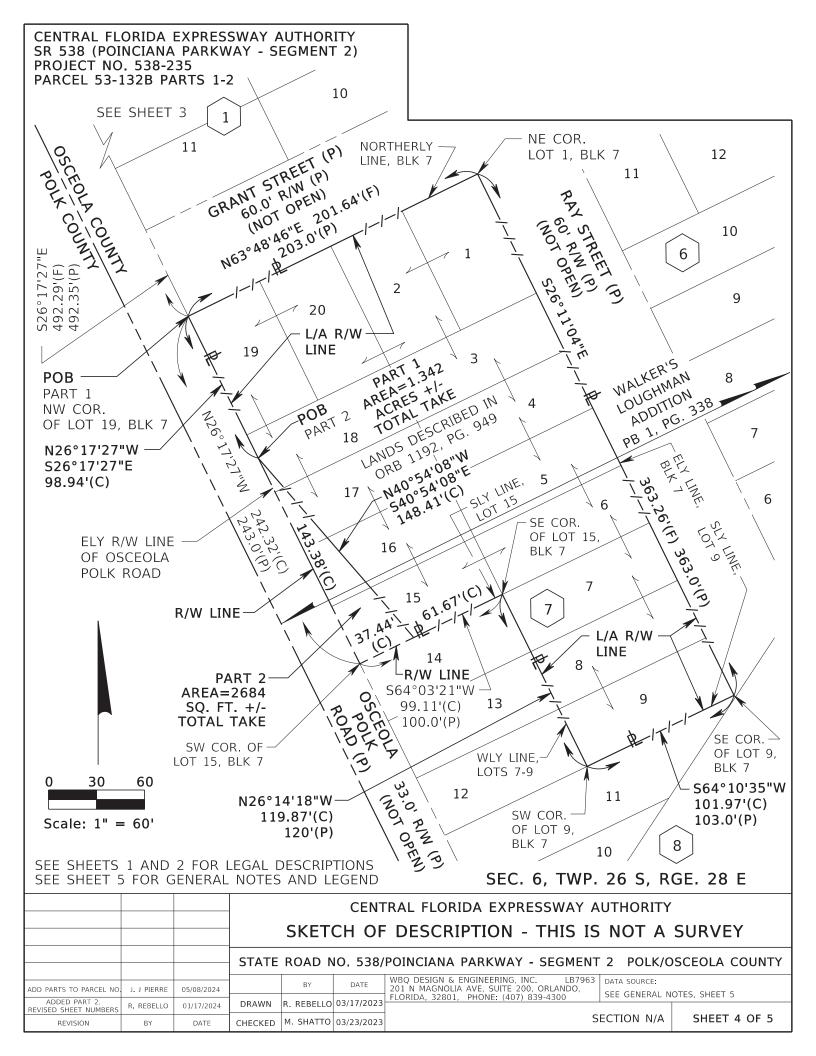
M. SHATTO 03/23/2023

REVISION

BY

DATE

CHECKED



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-132B PARTS 1-2

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE DATUM, 2011 (0901), 1983 NORTH AMERICAN ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-132 DATED 10/30/2020 AT 8:00 A.M., UPDATED 03/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

BLK = BLOCK	FDOT	=	FLORIDA DEPARTMENT OF	PC	= POINT OF CURVATURE
CHD. = CHORD DISTANCE			TRANSPORTATION	ΡΙ	= POINT OF INTERSECTION
CB = CHORD BEARING	ID	=	IDENTIFICATION	POB	= POINT OF BEGINNING
Q = CENTERLINE	ΙP	=	IRON PIPE	POC	= POINT OF COMMENCEMENT
(C) = CALCULATED DATA	IR	=	IRON ROD OR REBAR	P.O.T.	= POINT ON TANGENT
CCR = CERTIFIED CORNER RECORD	IRC	=	IRON ROD AND CAP	PT	= POINT OF TANGENCY
CFX = CENTRAL FLORIDA EXPRESSWAY	L	=	LENGTH OF CURVE	PROJ.	= PROJECT
AUTHORITY	LB	=	LICENSED BUSINESS	R	= RADIUS
COR. = CORNER	L/A	=	LIMITED ACCESS	RR	= RAILROAD
CO. = COUNTY	MON.	=	MONUMENTATION/MONUMENT	RGE.	= RANGE
CM = CONCRETE MONUMENT	NO.	=	NUMBER	REF.	= REFERENCE
CR = COUNTY ROAD	N/A	=	NOT APPLICABLE	R/W	= RIGHT OF WAY
CSX = CHESSIE SEABOARD CONSOLIDATED	NL	=	NAIL	SEC.	= SECTION
D = DEGREE	N&D	=	NAIL & DISK	SLY	= SOUTHERLY
(D) = DEED DATA	NT	=	NON-TANGENT	SELY	= SOUTHEASTERLY
DB = DEED BOOK	NTS	=	NOT TO SCALE	SQ. F	T. = SQUARE FEET
DR. = DRIVE	OR	=	OFFICIAL RECORD	SR	= STATE ROAD
$\Delta$ = DELTA (CENTRAL ANGLE)	ORB	=	OFFICIAL RECORD BOOK	ST.	= STREET
ELY = EASTERLY	PG.	=	PAGE	Τ	= TANGENT
ESMT = EASEMENT	PLS	=	PROFESSIONAL LAND SURVEYOR	TB	= TANGENT BEARING
FND. = FOUND	PL	=	PROPERTY LINE	TC	= TANGENT TO CURVE
(F) = FIELD	(P)	=	PLAT DATA	TWP.	= TOWNSHIP
F.P. = FINANCIAL PROJECT	PB	=	PLAT BOOK	UE	= UTILITY EASEMENT
	PEF	= PR	OGRESS ENERGY FLORIDA	WLY	= WESTERLY

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

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 13:53:52 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY				
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024	STATE	BOAD N	IO 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/0	SCEOLA COLINTY				
TITLE UPDATED	MJS	03/26/2024	JIAIL	NOAD I	10. 330/		2 TOLK/O	SCLOLA COUNTY				
REVISED GENERAL NOTE 3	R. REBELLO	02/14/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	)//E				
REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R. REBELLO	03/17/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	JVL				
REVISION	ВҮ	DATE	CHECKED	м. SHATTO	03/23/2023	S	ECTION N/A	SHEET 5 OF 5				

STATE OF LORIDA

OSTERED Land Survey

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-133** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

A PORTION OF LOT 11, BLOCK 7, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 131, PAGE 308 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

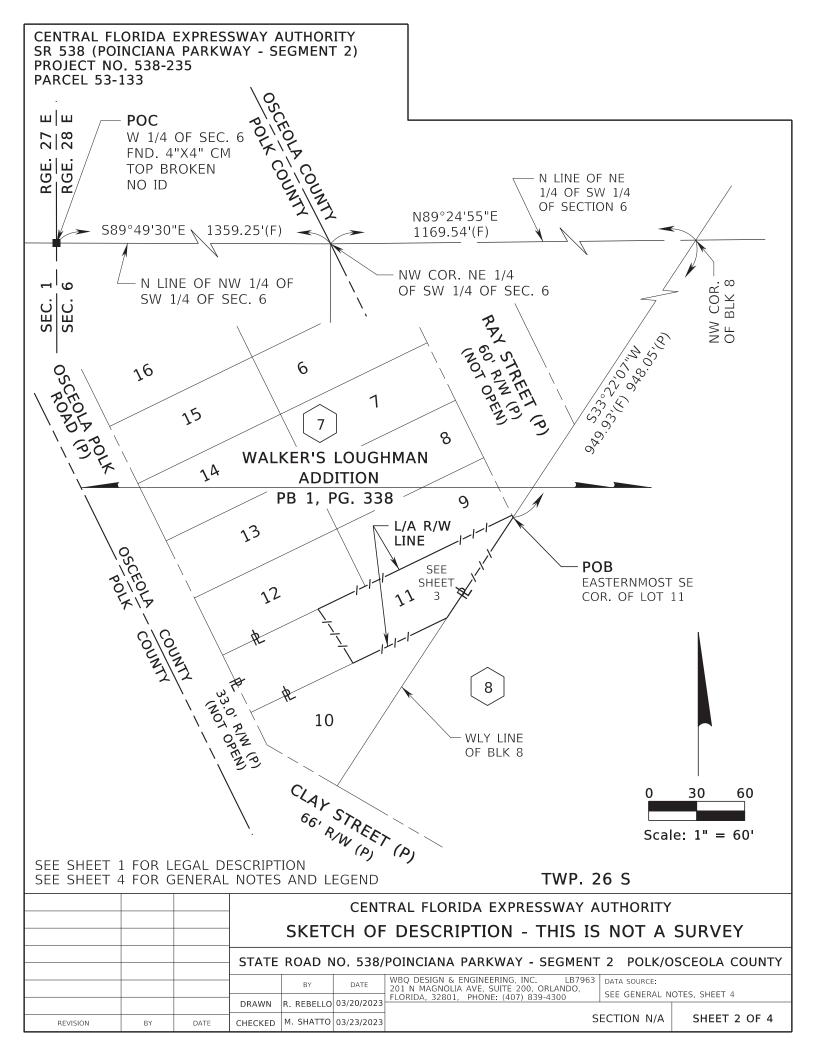
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1169.54 FEET TO THE NORTHWEST CORNER OF BLOCK 8, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 8 SOUTH 33°22'07" WEST, A DISTANCE OF 949.93 FEET TO THE EASTERNMOST SOUTHEAST CORNER OF LOT 11, BLOCK 7 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY LINE SOUTH 33°22'07" WEST, A DISTANCE OF 75.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11, BLOCK 7; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 11, BLOCK 7 SOUTH 64°16'06" WEST, A DISTANCE OF 65.24 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 493.49 FEET, A CHORD BEARING OF NORTH 32°52'59" WEST AND A CHORD DISTANCE OF 40.31 FEET: THENCE FROM A TANGENT BEARING OF NORTH 30°32'34" WEST, NORTHWESTERLY 40.32 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°40'51" TO A POINT ON THE NORTHERLY LINE OF SAID LOT 11, BLOCK 7; THENCE ALONG SAID NORTHERLY LINE NORTH 64°10'35" EAST, A DISTANCE OF 134.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 11, BLOCK 7; THENCE ALONG THE EASTERLY LINE OF SAID LOT 11, BLOCK 7 SOUTH 26°11'04" EAST, A DISTANCE OF 1.60 TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4048 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A
			DRAWN	R. REBELLO	03/20/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 4
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	ECTION N/A	SHEET 1 OF 4



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 **PARCEL 53-133** 7 WALKER'S LOUGHMAN SEE SHEET 2 **ADDITION** PB 1, PG. 338 14 NE COR 8 OF LOT 11. LANDS DESCRIBED IN CANNO 131, PG. 308 134.76'(C) 13 SE 11 POB — EASTERNMOST SCOR. OF LOT 11 N64° 10'35"E 203.0'(P) 200.97'(C) N64° 10'35"E L/A R/W 12 LINE NORTHERLY LINE OF LOT 11, BLK 7 AREA=4048 SQ. FT. +/-11 SE COR. 66.21'(C) 65.24'(C) OF LOT 11, REMAINDER BLK 7 AREA=2748 136.09.(C) SQ. FT. +/-138.0'(P) 8 NT 564° 16'06"W 10.84'(C) WLY LINE OF BLK 8 10 N26°17'27"W SOUTHERLY LINE 39.89'(C) 40'(P) CURVE C1 OF LOT 11, BLK 7  $\Delta = 04^{\circ}40'51''(C)$ CLAY STREET (P) L = 40.32'(C)66, R/W (P) R = 493.49'(C)15 30 CHD. = 40.31'(C)CB = N32°52'59"WScale: 1'' = 30'TB = N30°32'34"WSEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S, RGE. 28 E SEE SHEET 4 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 R. REBELLO 03/20/2023 DRAWN SECTION N/A SHEET 3 OF 4 M. SHATTO 03/23/2023 REVISION BY DATE CHECKED

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-133** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-133 DATED 10/27/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LECEND				DDOCDECC ENERGY FLORIDA
<u>LEGEND</u>	FT.	= FEET		= PROGRESS ENERGY FLORIDA
BLK = BLOCK	ID	= IDENTIFICATION		= POINT OF CURVATURE
CHD. = CHORD DISTANCE	ΙΡ	= IRON PIPE		= POINT OF INTERSECTION
CB = CHORD BEARING	IR	= IRON ROD OR REBAR		= POINT OF BEGINNING
Q = CENTERLINE	IRC	= IRON ROD AND CAP		= POINT OF COMMENCEMENT
(C) = CALCULATED DATA	L	= LENGTH OF CURVE		= POINT ON TANGENT
CCR = CERTIFIED CORNER RECORD	LB			= POINT OF TANGENCY
CFX = CENTRAL FLORIDA EXPRESSWAY	L/A	= LIMITED ACCESS	PROJ.	= PROJECT
AUTHORITY	MON.	= MONUMENTATION/MONUMENT	R :	= RADIUS
CO. = COUNTY	NO.	= NUMBER	RD.	= ROAD
CM = CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RR :	= RAILROAD
COR. = CORNER	NELY	= NORTHEASTERLY	RGE.	= RANGE
CR = COUNTY ROAD	NL	= NAIL	REF.	= REFERENCE
CSX = CHESSIE SEABOARD CONSOLIDATED	NLY	= NORTHERLY	R/W	= RIGHT OF WAY
D = DEGREE	N&D	= NAIL & DISK	SEC.	= SECTION
(D) = DEED DATA	NT	= NON-TANGENT	SLY	= SOUTHERLY
DB = DEED BOOK	NTS	= NOT TO SCALE	SELY =	= SOUTHEASTERLY
	NWLY	= NORTHWESTERLY	SQ. FT.	= SQUARE FEET
	OR	= OFFICIAL RECORD	SR	= STATE ROAD
$\Delta$ = DELTA (CENTRAL ANGLE)	ORB	= OFFICIAL RECORD BOOK	ST.	= STREET
FND. = FOUND	PG.	= PAGE		= TANGENT
ELY = EASTERLY	PLS	= PROFESSIONAL LAND SURVEYOR		= TANGENT BEARING
(F) = FIELD	P	= PROPERTY LINE		= TANGENT TO CURVE
FDOT = FLORIDA DEPARTMENT OF	(P)	= PLAT DATA		= TOWNSHIP
TRANSPORTATION	PB	= PLAT BOOK		= UTILITY EASEMENT
F.P. = FINANCIAL PROJECT				= WESTERLY
			**	

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 13:30:44 -04'00'

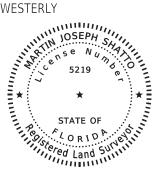
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION													
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY					
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE					
TITLE UPDATED	MJS	4/02/2024	DRAWN	R. REBELLO	03/20/2023			3*2					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	ECTION N/A	SHEET 4 OF 4					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-134 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART A

A PORTION OF LOT 12, BLOCK 7, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5406, PAGE 279 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST. A DISTANCE OF 1359.25. FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1169.54 FEET TO THE NORTHWEST CORNER OF BLOCK 8, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 8 SOUTH 33°22'07" WEST, A DISTANCE OF 1077.94 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28949.90 FEET, A CHORD BEARING OF SOUTH 33°01'11" WEST AND A CHORD DISTANCE OF 72.61 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 33°05'30" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 00°08'37", A DISTANCE OF 72.61 FEET TO THE SOUTH CORNER OF LOT 10, BLOCK 7 OF SAID PLAT; THENCE ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID BLOCK 7 THE FOLLOWING TWO COURSES: THENCE NORTH 59°45'18" WEST, A DISTANCE OF 50.87 FEET; THENCE NORTH 26°17'27" WEST, A DISTANCE OF 62.52 FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 7 OF SAID PLAT; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 12, BLOCK 7 NORTH 64°10'35" EAST, A DISTANCE OF 66.21 FEET TO THE POINT OF BEGINNING AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 493.49 FEET, A CHORD BEARING OF NORTH 37°35'31" WEST AND A CHORD DISTANCE OF 40.78 FEET; THENCE FROM A TANGENT BEARING OF NORTH 35°13'25" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°44'12", A DISTANCE OF 40.80 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 12, BLOCK 7; THENCE ALONG SAID NORTHERLY LINE NORTH 64°08'10" EAST, A DISTANCE OF 40.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 12, BLOCK 7; THENCE ALONG THE EASTERLY LINE OF SAID LOT 12. BLOCK 7 SOUTH 26°14'18" EAST. A DISTANCE OF 39.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, BLOCK 7; THENCE ALONG AFORESAID SOUTHERLY LINE SOUTH 64°10'35" WEST, A DISTANCE OF 32.79 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1458 SQUARE FEET, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	-	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 5				
REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R. REBELLO	03/20/2023			OTES, SHEET S				
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/23/2023	S	ECTION N/A	SHEET 1 OF 5				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-134 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PORTION OF LOT 12, BLOCK 7, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5406, PAGE 279 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

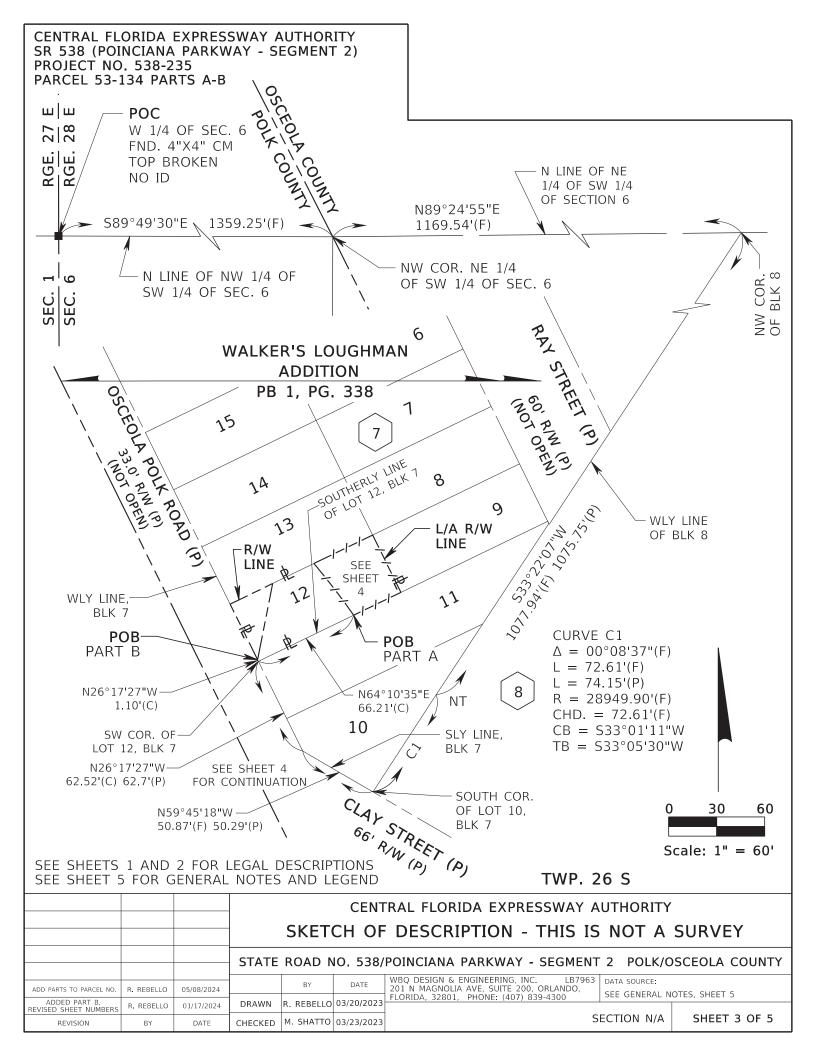
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST. A DISTANCE OF 1359.25. FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1169.54 FEET TO THE NORTHWEST CORNER OF BLOCK 8, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 8 SOUTH 33°22'07" WEST, A DISTANCE OF 1077.94 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28949.90 FEET, A CHORD BEARING OF SOUTH 33°01'11" WEST AND A CHORD DISTANCE OF 72.61 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 33°05'30" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 00°08'37", A DISTANCE OF 72.61 FEET TO THE SOUTH CORNER OF LOT 10, BLOCK 7 OF SAID PLAT; THENCE ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID BLOCK 7 THE FOLLOWING TWO COURSES: THENCE NORTH 59°45'18" WEST, A DISTANCE OF 50.87 FEET; THENCE NORTH 26°17'27" WEST, A DISTANCE OF 62.52 FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 7 OF SAID PLAT; THENCE CONTINUE ALONG THE WESTERLY LINE OF SAID BLOCK 7 NORTH 26°17'27" WEST, A DISTANCE OF 1.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY LINE NORTH 26°17'27" WEST, A DISTANCE OF 38.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 12, BLOCK 7; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 12, BLOCK 7 NORTH 64°08'10" EAST, A DISTANCE OF 29.58 FEET; THENCE SOUTH 11°11'21" WEST, A DISTANCE OF 48.61 FEET TO THE POINT OF BEGINNING.

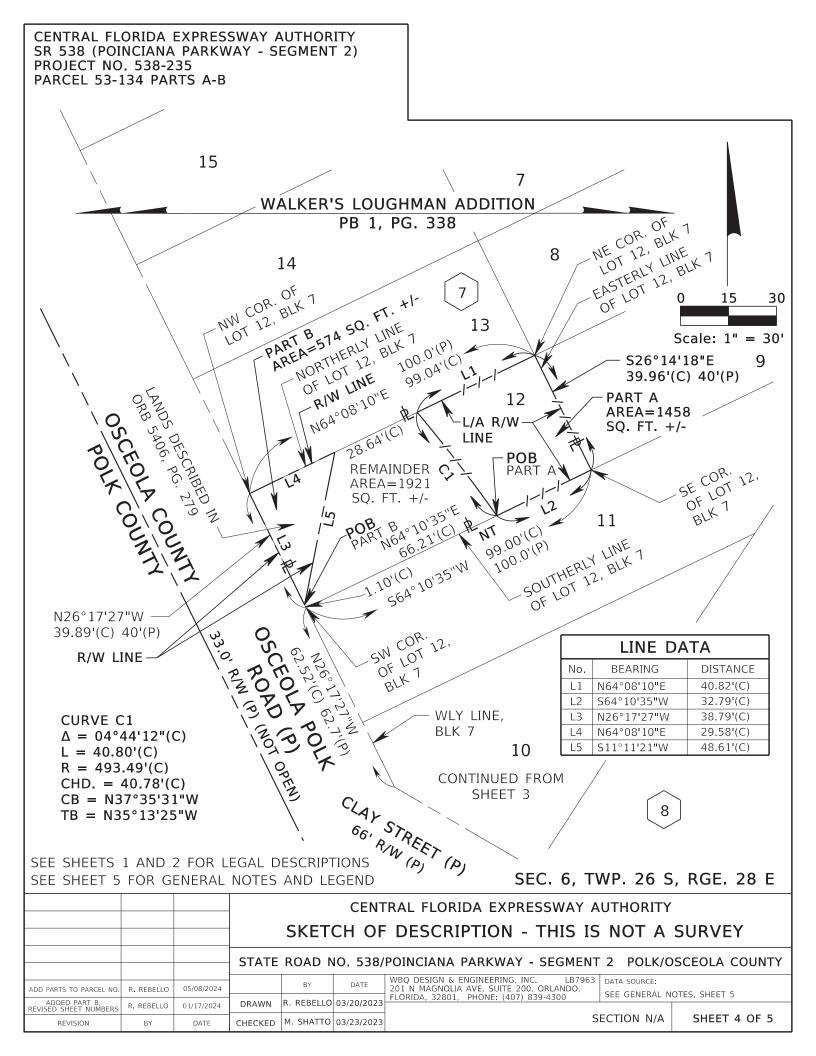
CONTAINING 574 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 2032 SQUARE FEET, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5				
ADDED PART B, REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R. REBELLO	03/20/2023	FLORIDA, 32801, PHONE: (407) 839-4300						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	ECTION N/A	SHEET 2 OF 5				





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-134 PARTS A-B

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-134 DATED 10/27/2020 AT 8:00 A.M., UPDATED 03/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

UPDATED 03/01/2023 AT 8:00 A.M.	AND	JPDATED 3/11/2024 AT 8:00 A.M	/I.	
LEGEND	гт	FFFT	PEF	= PROGRESS ENERGY FLORIDA
$\overline{BLK} = \overline{BLOCK}$	FT.	= FEET	PC	= POINT OF CURVATURE
CUD CUODE DISTANCE	ID	= IDENTIFICATION	ΡΙ	= POINT OF INTERSECTION
	ΙP	= IRON PIPE	POB	= POINT OF BEGINNING
CB = CHORD BEARING	IR	= IRON ROD OR REBAR	POC	= POINT OF COMMENCEMENT
Q = CENTERLINE	IRC	= IRON ROD AND CAP	P.O.T.	= POINT ON TANGENT
(C) = CALCULATED DATA	L	= LENGTH OF CURVE	PT	= POINT OF TANGENCY
CCR = CERTIFIED CORNER RECORD	LB	= LICENSED BUSINESS	PROJ.	
CFX = CENTRAL FLORIDA EXPRESSWAY	L/A	= LIMITED ACCESS	R	= RADIUS
AUTHORITY	MON.	= MONUMENTATION/MONUMENT	RD.	
CO. = COUNTY	NO.	= NUMBER	RR	= RAILROAD
CM = CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RGE.	
COR. = CORNER	NELY	= NORTHEASTERLY	REF.	= REFERENCE
CR = COUNTY ROAD	NL	= NAIL	R/W	
CSX = CHESSIE SEABOARD CONSOLIDATED	NLY	= NORTHERLY	SEC.	= SECTION
D = DEGREE	N&D		SLY.	= SOUTHERLY
(D) = DEED DATA	NT	= NON-TANGENT		
DB = DEED BOOK	NTS	= NOT TO SCALE		T.= SQUARE FEET
DR. = DRIVE	NWLY		SR.	= STATE ROAD
$\Delta$ = DELTA (CENTRAL ANGLE)	OR	= OFFICIAL RECORD	ST.	= STREET
FND. = FOUND	ORB	= OFFICIAL RECORD BOOK	Э1. Т	= TANGENT
ELY = EASTERLY	PG.	= PAGE		
(F) = FIELD	PLS	= PROFESSIONAL LAND SURVEYOR	TB	= TANGENT BEARING
FDOT = FLORIDA DEPARTMENT OF			TC	= TANGENT TO CURVE
TRANSPORTATION	P <sub>L</sub>	= PROPERTY LINE	TWP.	
F.P. = FINANCIAL PROJECT	(P)	= PLAT DATA	UE	= UTILITY EASEMENT
T.I. — TINANCIAL TNOJECT	PB	= PLAT BOOK	WLY	= WESTERLY

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

### Martin J Shatto Shatto

Digitally signed by Martin J

Date: 2024.05.14 13:55:02 -04'00'

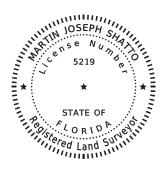
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	STATE	ROAD N	IO 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY				
TITLE UPDATED	MJS	3/26/2024	317.112	NOND 1	.0. 550,			362027 600111				
REVISED GENERAL NOTE 3	R. REBELLO	02/14/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R. REBELLO	03/20/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	JVE				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	SECTION N/A	SHEET 5 OF 5				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-135 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

### **LEGAL DESCRIPTION**

PART A

A PORTION OF LOTS 13 AND 14, BLOCK 7, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3524, PAGE 189 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST. A DISTANCE OF 1169.54 FEET TO THE NORTHWEST CORNER OF BLOCK 8, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA: THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 8 SOUTH 33°22'07" WEST, A DISTANCE OF 1077.94 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28949.90 FEET. A CHORD BEARING OF SOUTH 33°01'11" WEST AND A CHORD DISTANCE OF 72.61 FEET: THENCE FROM A TANGENT BEARING OF SOUTH 33°05'30" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 00°08'37", A DISTANCE OF 72.61 FEET TO THE SOUTH CORNER OF LOT 10, BLOCK 7 OF SAID PLAT; THENCE ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID BLOCK 7 THE FOLLOWING TWO COURSES: THENCE NORTH 59°45'18" WEST, A DISTANCE OF 50.87 FEET: THENCE NORTH 26°17'27" WEST, A DISTANCE OF 102.41 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK 7 OF SAID PLAT; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 13, BLOCK 7 NORTH 64°08'10" EAST, A DISTANCE OF 58.22 FEET TO THE POINT OF BEGINNING AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 493.49 FEET, A CHORD BEARING OF NORTH 40°25'52" WEST AND A CHORD DISTANCE OF 8.11 FEET; THENCE FROM A TANGENT BEARING OF NORTH 39°57'37" WEST, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°56'32", A DISTANCE OF 8.11 FEET TO THE POINT OF TANGENCY; THENCE NORTH 40°54'08" WEST, A DISTANCE OF 74.53 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 14, BLOCK 7 OF SAID PLAT; THENCE ALONG SAID NORTHERLY LINE NORTH 64°03'21" EAST, A DISTANCE OF 61.67 FEET TO THE NORTHEAST CORNER OF SAID LOT 14, BLOCK 7; THENCE ALONG THE EASTERLY LINE OF SAID LOT 13, BLOCK 7 AND SAID LOT 14, BLOCK 7 SOUTH 26°14'18" EAST, A DISTANCE OF 79.91 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13, BLOCK 7; THENCE ALONG AFORESAID SOUTHERLY LINE SOUTH 64°08'10" WEST, A DISTANCE OF 40.82 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4091 SQUARE FEET, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5					
REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R. REBELLO	03/21/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET S					
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/23/2023	SECTION N/A SHEET 1 OF 5							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-135 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PORTION OF LOTS 13 AND 14, BLOCK 7, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3524, PAGE 189 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

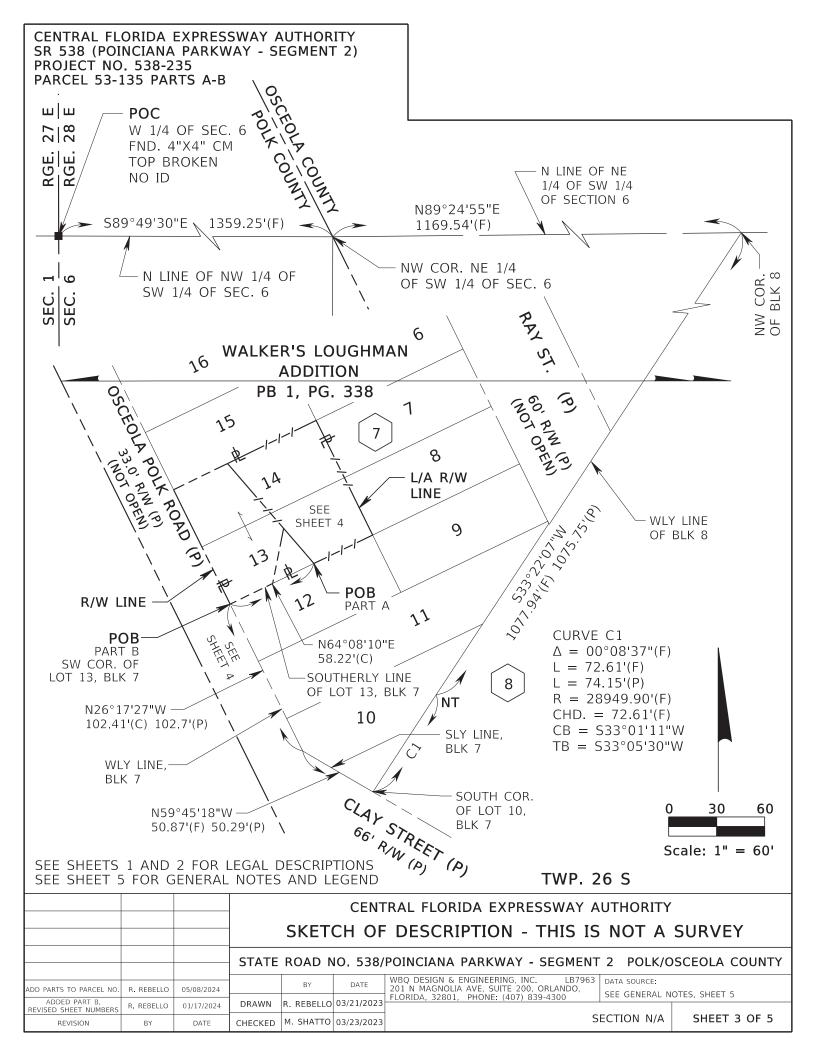
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1169.54 FEET TO THE NORTHWEST CORNER OF BLOCK 8, WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 8 SOUTH 33°22'07" WEST, A DISTANCE OF 1077,94 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28949.90 FEET, A CHORD BEARING OF SOUTH 33°01'11" WEST AND A CHORD DISTANCE OF 72.61 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 33°05'30" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 00°08'37", A DISTANCE OF 72.61 FEET TO THE SOUTH CORNER OF LOT 10, BLOCK 7 OF SAID PLAT; THENCE ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID BLOCK 7 THE FOLLOWING TWO COURSES: THENCE NORTH 59°45'18" WEST, A DISTANCE OF 50.87 FEET: THENCE NORTH 26°17'27" WEST, A DISTANCE OF 102.41 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK 7 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WESTERLY LINE OF SAID BLOCK 7, NORTH 26°17'27" WEST, A DISTANCE OF 79.78 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK 7 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14, BLOCK 7 NORTH 64°03'21" EAST, A DISTANCE OF 37.44 FEET; THENCE SOUTH 40°54'08" EAST, A DISTANCE OF 53.61 FEET; THENCE SOUTH 11°11'21" WEST, A DISTANCE OF 35.15 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 13, BLOCK 7; THENCE ALONG SAID SOUTHERLY LINE SOUTH 64°08'10" WEST, A DISTANCE OF 29.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 3417 SQUARE FEET, MORE OR LESS.

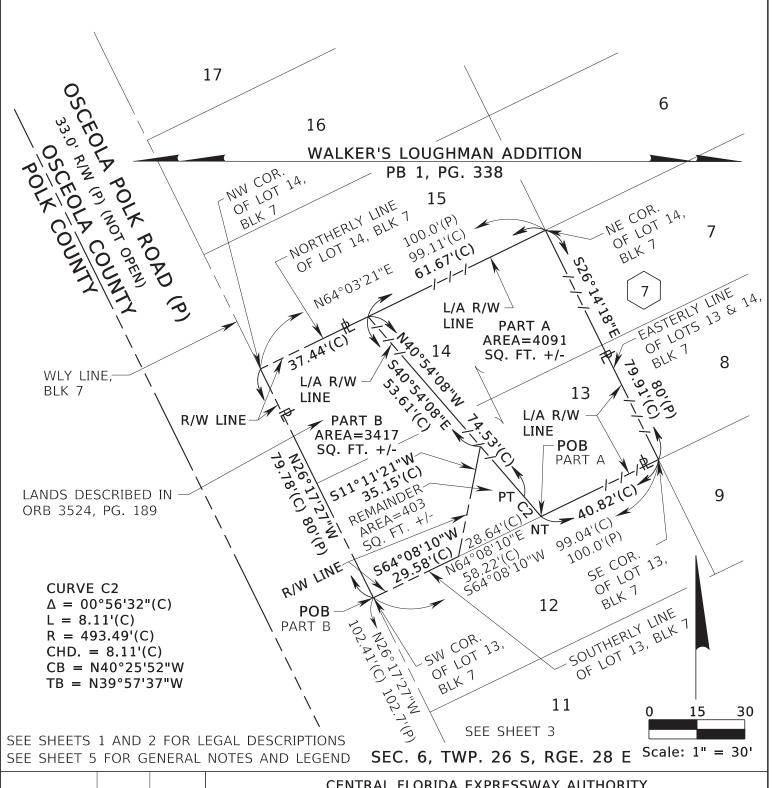
CONTAINING IN THE AGGREGATE 7508 SQUARE FEET, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

<u> </u>													
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5					
ADDED PART B, REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R. REBELLO	03/21/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEL GLINERAL IN	,					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	ECTION N/A	SHEET 2 OF 5					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-135 PARTS A-B



				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	BY DATE WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, 502 SEE GENERAL NOTES, SHEET 5										
ADDED PART B, REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R. REBELLO	03/21/2023								
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	SECTION N/A SHEET 4 OF 5							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-135 PARTS A-B

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-135 DATED 10/27/2020 AT 8:00 A.M., UPDATED 03/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND	FT.	= FEET	PEF	= PROGRESS ENERGY FLORIDA
BLK = BLOCK CHD. = CHORD DISTANCE	ID	= FEET = IDENTIFICATION	PC	= POINT OF CURVATURE
CHD - CHORD DISTANCE	ΙP	= IRON PIPE = IRON ROD OR REBAR	ΡΙ	= POINT OF INTERSECTION
CB = CHORD BEARING	IR	= IRON ROD OR REBAR	POB	= POINT OF BEGINNING
Q = CENTERLINE	IRC	= IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
(C) = CALCULATED DATA	L	= LENGTH OF CURVE	P.O.T	. = POINT ON TANGENT
CHD. = CHORD DISTANCE  CB = CHORD BEARING  Q = CENTERLINE  (C) = CALCULATED DATA  CCR = CERTIFIED CORNER RECORD	LB	= LICENSED BUSINESS	PT	= POINT OF TANGENCY
CFX = CENTRAL FLORIDA EXPRESSWAY	L/A	= LIMITED ACCESS	PROJ.	= PROJECT
AUTHORITY	MON.	= MONUMENTATION/MONUMENT	R	= RADIUS
CO. = COUNTY	NO.	= NUMBER	RD.	= ROAD
CM = CONCRETE MONUMENT	N/A		RR	
COR. = CORNER	NELY	= NORTHEASTERLY	RGE.	
CR = COUNTY ROAD	NL	= NAIL = NORTHERLY	REF.	= REFERENCE
CSX = CHESSIE SEABOARD CONSOLIDATED	NLY	= NORTHERLY	R/W	
D = DEGREE	N&D		SEC.	
(D) = DEED DATA	NT		SLY	
DB = DEED BOOK	NTS			= SOUTHEASTERLY
DR. = DRIVE	NWLY			T. = SQUARE FEET
$\Delta$ = DELTA (CENTRAL ANGLE)	OR	= OFFICIAL RECORD		
END FOLIND	ORB	= OFFICIAL RECORD BOOK	ST.	= STREET
ELY = EASTERLY (F) = FIFLD	PG.	= PAGE		
(F) = FIELD	PLS	= PROFESSIONAL LAND SURVEYOR		
FDOT = FIELD  FDOT = FLORIDA DEPARTMENT OF	PL		TC	= TANGENT TO CURVE
TRANSPORTATION	(P)		TWP.	= TOWNSHIP
F.P. = FINANCIAL PROJECT	PB	= PLAT BOOK	UE	= UTILITY EASEMENT
			WLY	
I I HEDERY CERTIEV THAT THIS SVETCH C	L DEC	COUDTION IS IN ACCORDANCE WIT	TU TU	

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  Digitally signed by Martin J Shatto Date: 2024.05.14 13:56:17-04'00'  MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.  SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS										
					CENT	TRAL FLORIDA EXPRESSWAY AUT	THORITY			
				SKET	CH OF	DESCRIPTION - THIS IS N	A TO	SURVEY		
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	STATE	ROAD N	IO 538/	POINCIANA PARKWAY - SEGMENT 2	POLK/O	SCEOLA COUNTY		
TITLE UPDATED	MJS	3/26/2024	SIXIL	TOND I	10. 330,		·	302027 000111		
REVISED GENERAL NOTE 3	R. REBELLO	02/14/2024		BY	DATE	201 N MAGNOLIA AVE SUITE 200 ORIANDO	TA SOURCE: E NOTE 3 ABO	OVE		
REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R. REBELLO	03/21/2023					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	SEC	TION N/A	SHEET 5 OF 5		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-136

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

LOTS 1 THROUGH 12, BLOCK 6, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1192, PAGE 955 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST OUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1169.54 FEET TO THE NORTHWEST CORNER OF BLOCK 8, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 8 SOUTH 33°22'07" WEST, A DISTANCE OF 640.58 FEET TO THE SOUTHEASTERLY CORNER OF LOT 7, BLOCK 6 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY LINE SOUTH 33°22'07" WEST, A DISTANCE OF 239.75 FEET TO THE SOUTHERLY CORNER OF LOT 6, BLOCK 6 OF SAID PLAT, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF RAY STREET, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 26°11'04" WEST, A DISTANCE OF 329.60 FEET TO THE NORTHWEST CORNER OF LOT 11, BLOCK 6 OF SAID PLAT, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF GRANT STREET, A 60.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 63°48'46" EAST, A DISTANCE OF 206.49 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 6 OF SAID PLAT, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF LANIER STREET, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 26°14'16" EAST, A DISTANCE OF 208.12 FEET TO THE POINT OF BEGINNING.

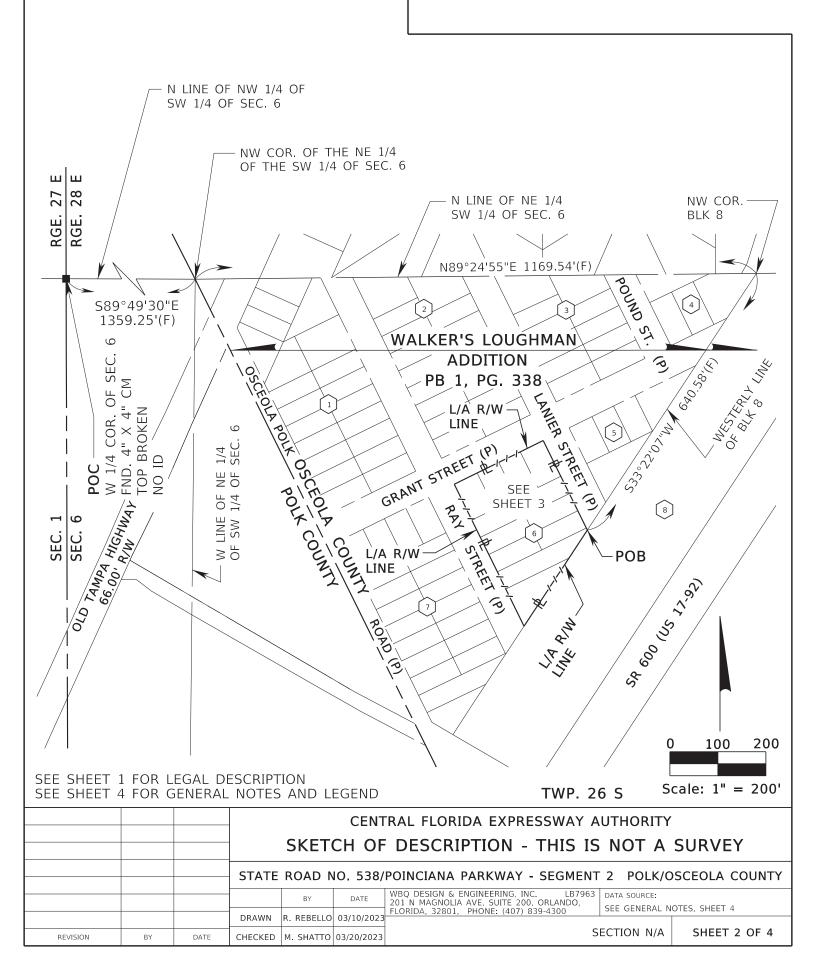
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

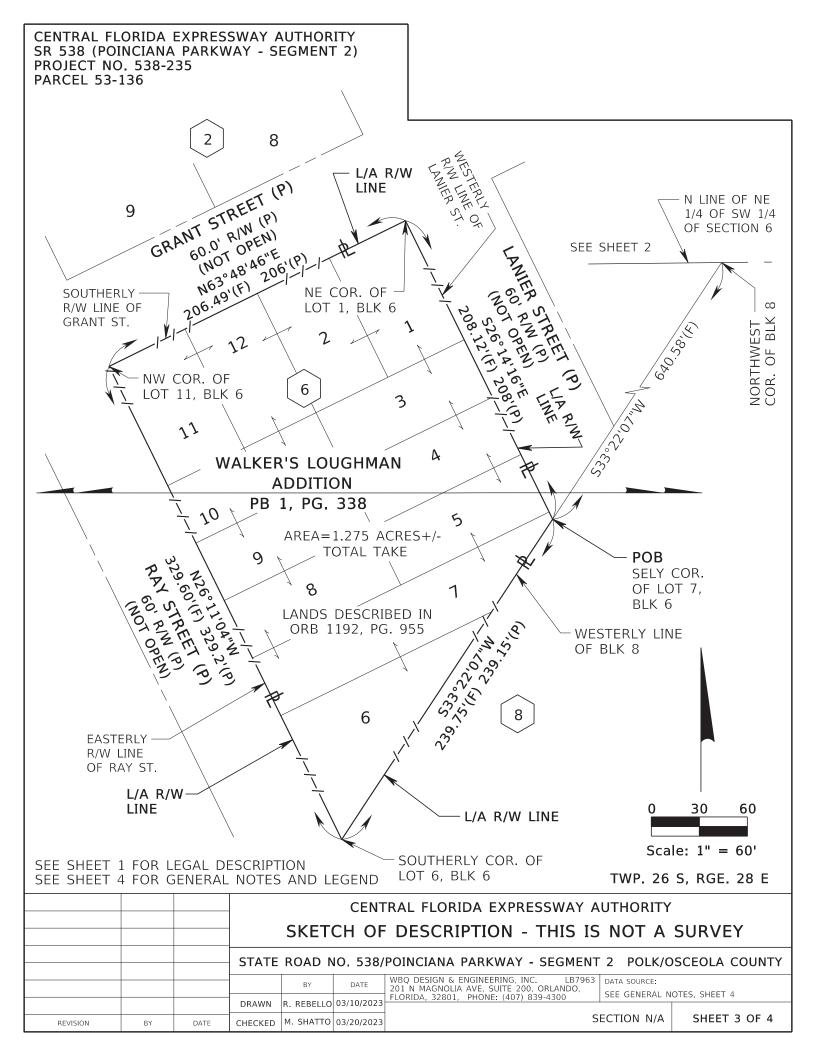
CONTAINING 1.275 ACRES, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTIONS SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY						
			BY DATE WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, SEE GENERAL NOTES, SHEET 4											
			DRAWN	R. REBELLO	03/10/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	,						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/20/2023	S	ECTION N/A	SHEET 1 OF 4						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-136





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-136** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-136 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

BLK = BLOCKCHD. = CHORD DISTANCE CB = CHORD BEARING = CENTERLINE (C) = CALCULATED DATACCR = CERTIFIED CORNER RECORD CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY COR. = CORNERCO. = COUNTY

CM = CONCRETE MONUMENT CR = COUNTY ROADCSX = CHESSIE SEABOARD CONSOLIDATED = DEGREE

(D) = DEED DATADB = DEED BOOK DR. = DRIVE= DELTA (CENTRAL ANGLE)

FND. = FOUND(F) = FIELD

F.P. = FINANCIAL PROJECT FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

= IDENTIFICATION ID = IRON PIPE ΙP

IR = IRON ROD OR REBAR IRC = IRON ROD AND CAP1 = LENGTH OF CURVE LB = LICENSED BUSINESS L/A = LIMITED ACCESS

MON. = MONUMENTATION/MONUMENT

NO. = NUMBER

N/A = NOT APPLICABLE

NL = NAIL

N&D = NAIL & DISKNT = NON-TANGENT NTS = NOT TO SCALE OR = OFFICIAL RECORD ORB = OFFICIAL RECORD BOOK

PG. = PAGE

PLS = PROFESSIONAL LAND SURVEYOR

= PROPERTY LINE (P) = PLAT DATA PB = PLAT BOOK

PEF = PROGRESS ENERGY FLORIDA

PC = POINT OF CURVATURE ΡI = POINT OF INTERSECTION POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT

P.O.T. = POINT ON TANGENTPT = POINT OF TANGENCY

PROJ. = PROJECT = RADIUS RR = RAILROAD RGE. = RANGE REF. = REFERENCER/W = RIGHT OF WAYSEC. = SECTION

SELY = SOUTHEASTERLY SO.FT. = SOUARE FEET SR = STATE ROAD ST. = STREET

Τ = TANGENT

TB = TANGENT BEARING TC = TANGENT TO CURVE

TWP. = TOWNSHIP

= UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472 027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 13:32:04 -04'00'

MARTIN J. SHATTO, PSM

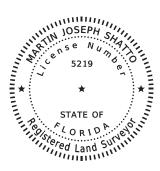
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTIONS

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE					
TITLE UPDATED	MJS	4/02/2024	DRAWN	R.REBELLO	03/10/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEL NOTE 3 ADV	JVL					
REVISION	BY	DATE	CHECKED	м. SHATTO	03/20/2023	S	ECTION N/A	SHEET 4 OF 4					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-137** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

LOTS 1 THROUGH 5, BLOCK 5, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1192, PAGE 957 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1169.54 FEET TO THE NORTHWEST CORNER OF BLOCK 8, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 8 SOUTH 33°22'07" WEST, A DISTANCE OF 229.85 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 5 OF SAID PLAT AND THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID WESTERLY LINE SOUTH 33°22'07" WEST, A DISTANCE OF 341.17 FEET TO THE SOUTHERLY CORNER OF LOT 5, BLOCK 5 OF SAID PLAT, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF LANIER STREET, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 26°14'16" WEST, A DISTANCE OF 172.87 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 5 OF SAID PLAT, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF GRANT STREET, A 60.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 63°48'46" EAST. A DISTANCE OF 294.28 FEET TO THE POINT OF BEGINNING.

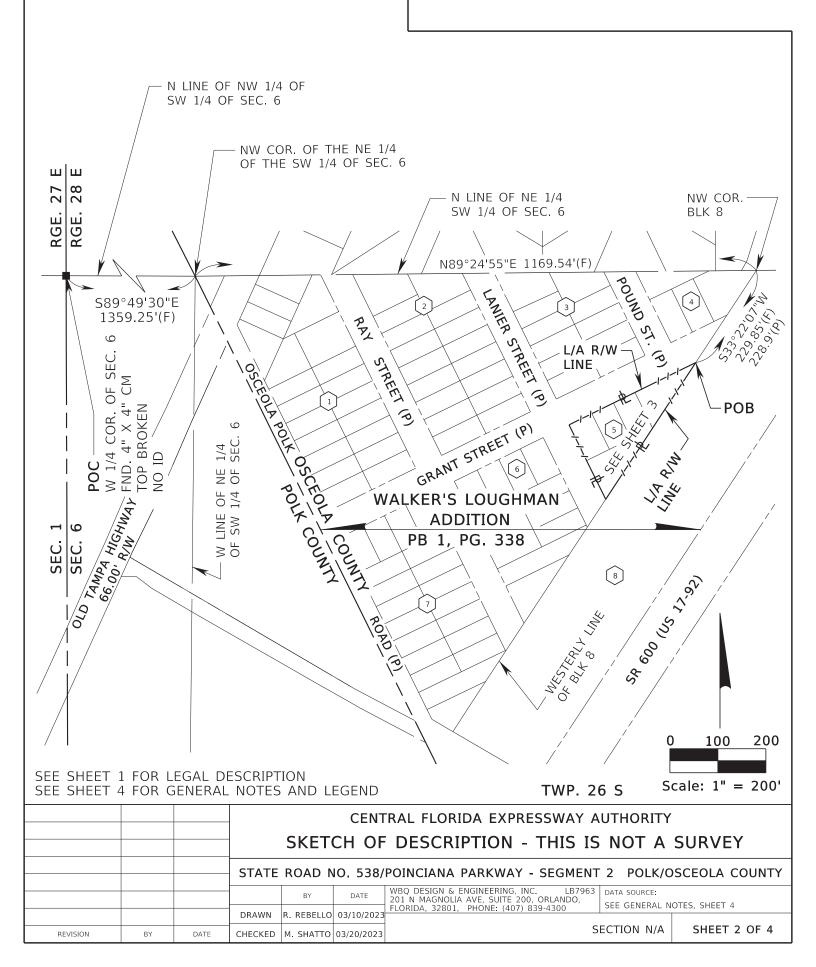
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.584 ACRES, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTIONS SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY					
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 4					
			DRAWN	R. REBELLO	03/10/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	0123, 311221 4					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/20/2023	S	ECTION N/A	SHEET 1 OF 4					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-137



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 **PARCEL 53-137** SEE SHEET 2 NW COR. N LINE OF NE 1/4 OF OF BLK 8 SW 1/4 OF SEC. 6 SOUTHERLY RIW LINE L/A R/W OF GRANT ST. LINE GRANT STREET (P) POB 60.0' R/W (P) 294.28 (4) 249.1 (9) NE COR. LOT 1, BLK 5 N63° 48' 46"E WALKER'S LOUGHMAN **ADDITION** PB 1, PG. 338 AREA=0.584 ACRES +/-TOTAL TAKE 3 NW COR. OF LOT 4, BLK 5 8 LANDS DESCRIBED IN ORB 1192, PG. 957 WESTERLY LINE OF BLK 8 25 50 EASTERLY R/W L/A R/W LINE LINE OF LANIER ST. Scale: 1'' = 50'SOUTHERLY COR. OF LOT 5, BLK 5 SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S, RGE. 28 E SEE SHEET 4 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 R. REBELLO 03/10/2023 DRAWN SECTION N/A SHEET 3 OF 4 M. SHATTO 03/20/2023 REVISION BY DATE CHECKED

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-137** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-137 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

= PROGRESS ENERGY FLORIDA BLK = BLOCK= IDENTIFICATION ID PC = POINT OF CURVATURE CHD. = CHORD DISTANCE ĬΡ = IRON PIPE = POINT OF INTERSECTION CB = CHORD BEARING IR = IRON ROD OR REBAR POB = POINT OF BEGINNING = IRON ROD AND CAP = CENTERLINE IRC POC = POINT OF COMMENCEMENT (C) = CALCULATED DATAL = LENGTH OF CURVE P.O.T. = POINT ON TANGENTCCR = CERTIFIED CORNER RECORD LB = LICENSED BUSINESS PT = POINT OF TANGENCY CFX = CENTRAL FLORIDA EXPRESSWAY L/A = LIMITED ACCESS PROJ. = PROJECT AUTHORITY MON. = MONUMENTATION/MONUMENT = RADIUS COR. = CORNER = NUMBER NO. RR = RAILROAD = NOT APPLICABLE CO. = COUNTYN/A RGE. = RANGECM = CONCRETE MONUMENT NL = NAIL REF. = REFERENCE CR = COUNTY ROADN&D = NAIL & DISKR/W = RIGHT OF WAYCSX = CHESSIE SEABOARD CONSOLIDATED NT = NON-TANGENT SEC. = SECTION= DFGRFF NTS = NOT TO SCALESELY = SOUTHEASTERLY NWLY = NORTHWESTERLY(D) = DEED DATASQ.FT. = SQUARE FEET DB = DEED BOOK OR = OFFICIAL RECORD SR = STATE ROADORB = OFFICIAL RECORD BOOK DR. = DRIVEST. = STRFFT PG. = DELTA (CENTRAL ANGLE) = PAGE Т = TANGENT FND. = FOUNDPLS = PROFESSIONAL LAND SURVEYOR TB = TANGENT BEARING = PROPERTY LINE (F) = FIELDTC = TANGENT TO CURVE F.P. = FINANCIAL PROJECT (P) = PLAT DATA TWP. = TOWNSHIPPB FDOT = FLORIDA DEPARTMENT OF = PLAT BOOK = UTILITY EASEMENT TRANSPORTATION

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 13:33:09 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTIONS

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY										
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNT										
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OV.E						
TITLE UPDATED	MJS	4/02/2024	DRAWN	R.REBELLO	03/10/2023									
REVISION	BY	DATE	CHECKED	M. SHATTO	03/20/2023	S	SECTION N/A	SHEET 4 OF 4						



PARCEL 53-138

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

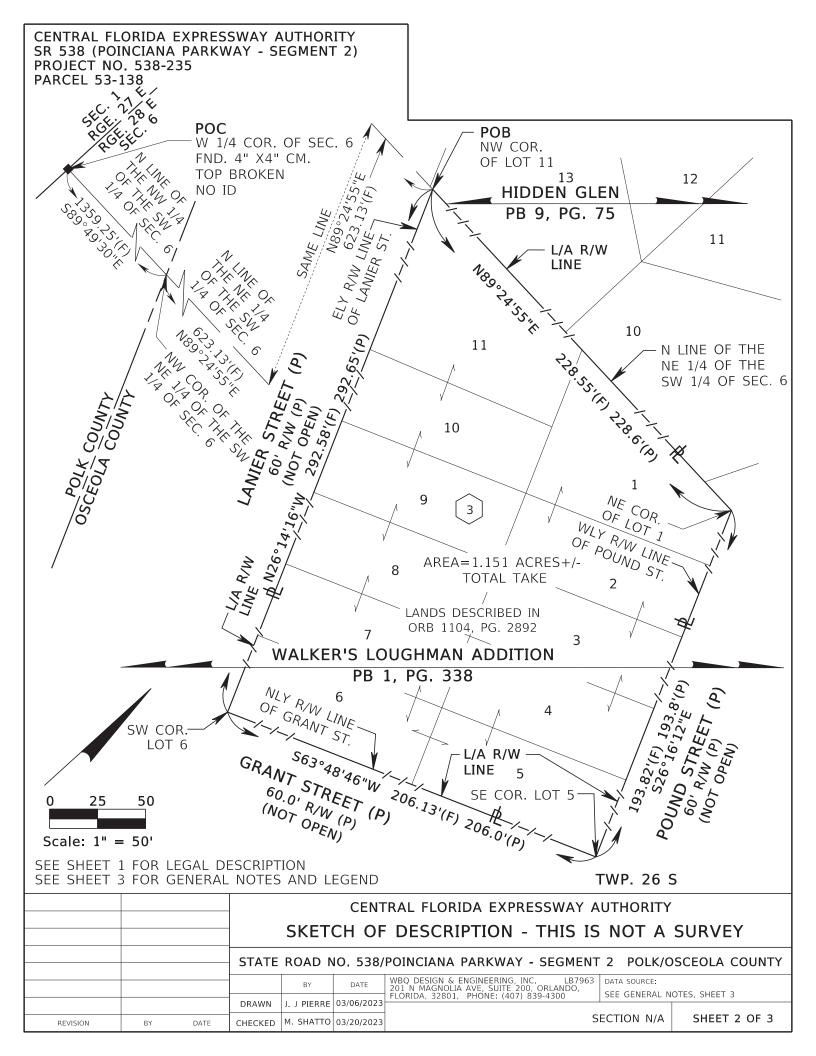
LOTS 1 THROUGH 11, BLOCK 3, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1104, PAGE 2892 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST. A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 632.13 FEET TO THE NORTHWEST CORNER OF LOT 11, BLOCK 3, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338. OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING, SAID POINT BEING ON EASTERLY RIGHT OF WAY LINE OF LANIER STREET, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°24'55" EAST, A DISTANCE OF 228.55 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 3 OF SAID PLAT, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF POUND STREET, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 26°16'12" EAST, A DISTANCE OF 193.82 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 3 OF SAID PLAT, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF GRANT STREET, A 60.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 63°48'46" WEST, A DISTANCE OF 206.13 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 3 OF SAID PLAT, SAID POINT BEING ON AFORESAID EASTERLY RIGHT OF WAY LINE OF LANIER STREET: THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 26°14'16" WEST. A DISTANCE OF 292.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.151 ACRES, MORE OR LESS.

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
			DRAWN	J. J PIERRE	03/06/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET S
REVISION	BY	DATE	CHECKED	M. SHATTO	03/20/2023	S	ECTION N/A	SHEET 1 OF 3



#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-138 DATED 10/27/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

ID = IDENTIFICATION PEF = PROGRESS ENERGY FLORIDA CHD. = CHORD DISTANCE ĬΡ = IRON PIPE PC = POINT OF CURVATURE ΙR = CHORD BEARING = IRON ROD OR REBAR = POINT OF INTERSECTION = CENTERLINE IRC = IRON ROD AND CAP POB = POINT OF BEGINNING (C) = CALCULATED DATA = POINT OF COMMENCEMENT L = LENGTH OF CURVE POC CCR = CERTIFIED CORNER RECORD LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENT CFX = CENTRAL FLORIDA EXPRESSWAY L/A = LIMITED ACCESS PT = POINT OF TANGENCY PROJ. = PROJECTAUTHORITY MON. = MONUMENTATION/MONUMENT COR. = CORNERNO. = NUMBER = RADIUS CO. = COUNTY= NOT APPLICABLE RR = RAILROAD N/A CM = CONCRETE MONUMENT NL = NAIL RGE. = RANGECR = COUNTY ROAD NLY = NORTHERLY REF. = REFERENCE CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISK R/W = RIGHT OF WAY = DEGREE = NON-TANGENT = SECTION D NT SEC. (D) = DEED DATA NTS = NOT TO SCALE SLY = SOUTHERLY OR = OFFICIAL RECORD SELY = SOUTHEASTERLY DB = DEED BOOK DR. = DRIVEORB = OFFICIAL RECORD BOOK SR = STATE ROAD PG. = DELTA (CENTRAL ANGLE) = PAGE ST. = STREET FND. = FOUNDPLS = PROFESSIONAL LAND SURVEYOR Т = TANGENT = PROPERTY LINE TB = TANGENT BEARING ELY = EASTERLY(P) = PLAT DATA TC = TANGENT TO CURVE (F) = FIELDTWP. = TOWNSHIP F.P. = FINANCIAL PROJECT PB = PLAT BOOK FDOT = FLORIDA DEPARTMENT OF UE = UTILITY EASEMENT TRANSPORTATION WLY = WESTERLY

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 13:34:17 -04'00'

MARTIN I. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SEE SHEET 2 FOR SKETCH OF DESCRIPTION  CENTRAL FLORIDA EXPRESSWAY AUTHORITY										
			CENTRAL FLORIDA EXPRESSWAY AUTHORITY							
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							

1	STATE	ROAD	NO.	538/	POINCIANA	PARKWA	Υ -	SEGMENT	2	POLK/OSCEOLA COUNTY
1					WBO DESIGN 8	ENGINEERING	INC	LB7963	DAT	TA COLIDCE:

Sered Land Su

SHEET 3 OF 3

BY DATE WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE:
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE

 TITLE UPDATED
 MJS
 4/02/2024
 DRAWN
 J. J PIERRE
 03/06/2023

 REVISION
 BY
 DATE
 CHECKED
 M. SHATTO
 03/20/2023
 SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-139

PURPOSE: LIMITED ACCESS RIGHTS

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

LOTS 1 THROUGH 17, BLOCK 2, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 338 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5274, PAGE 1402 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 327.99 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK 2, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF RAY STREET. A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 228.58 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 2 OF SAID PLAT, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF LANIER STREET, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 26°14'16" EAST, A DISTANCE OF 321.35 FEET TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 2 OF SAID PLAT, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF GRANT STREET, A 60.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 63° 48'46" WEST, A DISTANCE OF 206.44 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK 2 OF SAID PLAT, SAID POINT BEING ON AFORESAID EASTERLY RIGHT OF WAY LINE OF RAY STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 26°11'04" WEST, A DISTANCE OF 420.12 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.756 ACRES, MORE OR LESS.

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
			DRAWN	J. J PIERRE	03/07/2023		SEE GENERAL N	OTES, SHEET S
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/20/2023	S	ECTION N/A	SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-139** 9 NORTH LINE OF -POB-09 THE NE 1/4 OF THE NW COR. SW 1/4 OF SEC. 6 OF LOT 17 Ш 30 327.99'(F) Ü 228.58'(F) 228.6'(P) N89°24'55"E N89°24'55"E Scal 15 L/A R/W LINE 17 NE COR. OF LOT 1 1 N26°11'04"W 2 16 EASTERLY AREA = 1.756 ACRES +/ш ш TOTAL TAKE 15 LANDS DESCRIBED RIGHT IN ORB 5274, PG. GE 1402 G STREET سر ا س , Or 14 2 LINE 5 13 9 SEC. WALKER'S LOUGHMAN ADDITION PB 1, PG. 338 N LINE OF IN LINE OF THE NE 1/4 OF THE SW THE NW 1/4 OF THE SW 1/4 OF SEC. 6 1/4 OF SEC. 6 11 327.99'(F) SE COR: 1359.25'(F) N89°24'55"E OF LOT 8 S89°49'30"E 10 RIN 206.0'(P) **POC** NORTHERLY RIN OF GRANT STREET NW COR. OF THE NE 1/4 OF THE SW W 1/4 COR. L/A R/W OF SEC. 6 FND. 4" X4" CM. 1/4 OF SEC. 6 9 LINE 563° 48' 46"W SW COR TOP BROKEN GRANT STREET OF LOT NO ID 60.0' RIW (P) (NOT OPEN) SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND TWP. 26 S CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 3 DRAWN J. J PIERRE 03/07/2023 SECTION N/A SHEET 2 OF 3 REVISION BY DATE CHECKED M. SHATTO 03/20/2023

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-139 DATED 10/27/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# LEGEND

BLK = BLOCK CHD. = CHORD DISTANCE CB = CHORD BEARING Q = CENTERLINE (C) = CALCULATED DATA CCR = CERTIFIED CORNER RECORD CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY CO. = COUNTY CM = CONCRETE MONUMENT COR. = CORNER CR = COUNTY ROAD CSX = CHESSIE SEABOARD CONSOLIDATED D = DEGREE (D) = DEED DATA DB = DEED BOOK DR. = DRIVE  Δ = DELTA (CENTRAL ANGLE) FND. = FOUND ELY = EASTERLY (F) = FIELD	LB L/A MON. NO. N/A NL NLY N&D NT NTS OR ORB PG. PLS	= LIMITED ACCESS = MONUMENTATION/MONUMENT = NUMBER = NOT APPLICABLE = NAIL = NORTHERLY = NAIL & DISK = NON-TANGENT = NOT TO SCALE = OFFICIAL RECORD = OFFICIAL RECORD BOOK = PAGE = PROFESSIONAL LAND SURVEYOR = PROPERTY LINE	PT PROJ. R RR RGE. REF. SLY SELY SQ. SR T TB TC	= RAILROAD = RANGE = REFERENCE = RIGHT OF WAY = SECTION = SOUTHERLY = SOUTHEASTERLY = SQUARE = STATE ROAD = TANGENT = TANGENT BEARING = TANGENT TO CURVE
(F) = FIELD	PL	= PROPERTY LINE	TC	= TANGENT TO CURVE
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION F.P. = FINANCIAL PROJECT	(P) PB	= PLAT DATA = PLAT BOOK	TWP. UE WLY	= TOWNSHIP = UTILITY EASEMENT = WESTERLY

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 13:35:23 -04'00'

MARTIN I. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

CHECKED M. SHATTO 03/20/2023

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE

BY

SEE SHEET 2	2 FOR S	SKETCH (	OF DES	CRIPTIO	N			
					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY	
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	T 2 POLK/C	SCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE
TITLE UPDATED	MJS	4/02/2024	DRAWN	J. J PIERRE	03/07/2023	FLORIDA, 32801, PHONE: (407) 839-4300		
REVISION	BY	DATE	CHECKED	M SHATTO	03/20/2023		SECTION N/A	SHEET 3 OF 3



PARCEL 53-140

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

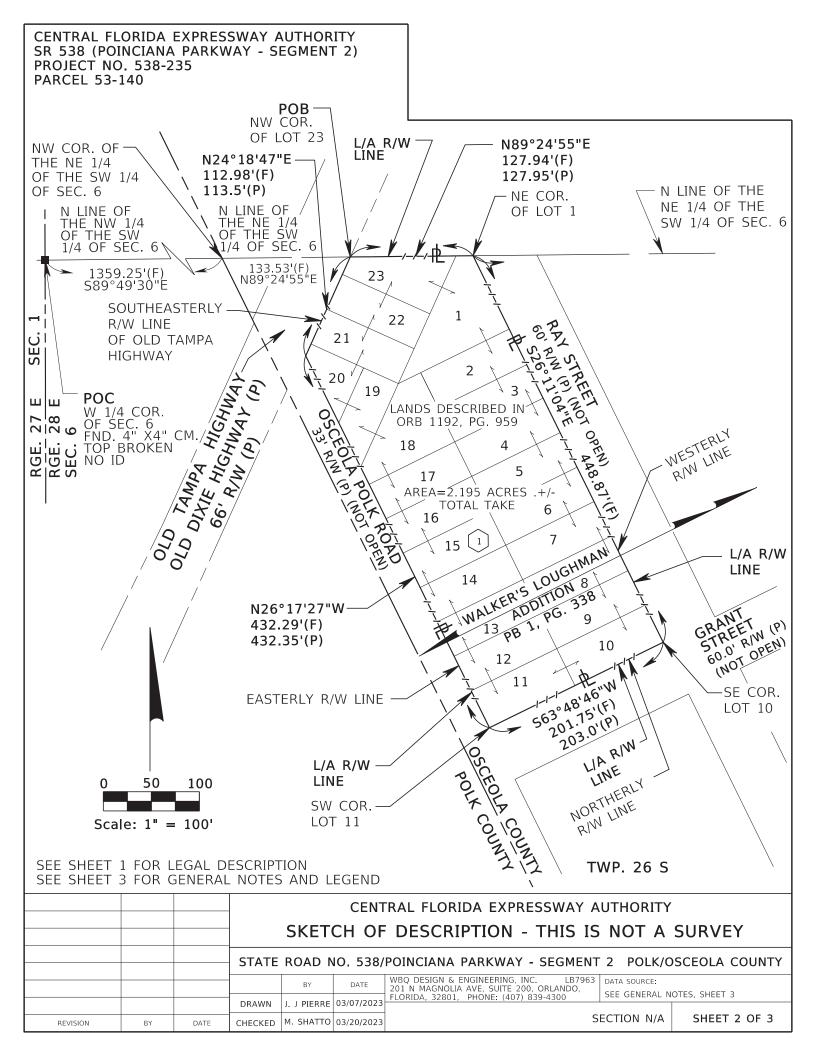
LOTS 1 THROUGH 23, BLOCK 1, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1192, PAGE 959 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA: THENCE ALONG THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 133.53 FEET TO THE NORTHWEST CORNER OF LOT 23, BLOCK 1, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING, SAID POINT BEING ON SOUTHEASTERLY RIGHT OF WAY LINE OF OLD TAMPA HIGHWAY, A 66 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 127.94 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID PLAT, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF RAY STREET, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 26°11'04" EAST. A DISTANCE OF 448.87 FEET TO THE SOUTHEAST CORNER OF LOT 10. BLOCK 1 OF SAID PLAT, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF GRANT STREET, A 60.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 63°48'46" WEST, A DISTANCE OF 201.75 FEET TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 1 OF SAID PLAT, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF OSCEOLA POLK ROAD, A 33 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT: THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 26°17'27" WEST, A DISTANCE OF 432.29 FEET TO A POINT ON AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF OLD TAMPA HIGHWAY; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH 24°18'47" EAST, A DISTANCE OF 112.98 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.195 ACRES, MORE OR LESS.

				SKET		TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS						
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 2				
			DRAWN	J. J PIERRE	03/07/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEL GENERAL N	0123, 311221 3				
REVISION	BY	DATE	CHECKED	SCKED M. SHATTO 03/20/2023 SECTION N/A SHEET 1 OF 3								



#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-140 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# LEGEND

CHD. = CHORD DISTANCE ID = PROGRESS ENERGY FLORIDA = IDENTIFICATION CB = CHORD BEARING ĬΡ = IRON PIPF = POINT OF CURVATURE = CENTERLINE IR = IRON ROD OR REBAR PΙ = POINT OF INTERSECTION = CALCULATED DATA IRC = IRON ROD AND CAP POB = POINT OF BEGINNING (C) CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE POC = POINT OF COMMENCEMENT CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENT PT = POINT OF TANGENCY AUTHORITY I/A = LIMITED ACCESS CO. = COUNTYMON. = MONUMENTATION/MONUMENT PROJ. = PROJECT CM = CONCRETE MONUMENT = NUMBER = RADIUS NO. COR. = CORNERN/A = NOT APPLICABLE RR = RAILROAD CR = COUNTY ROADNL = NAIL RGE. = RANGECSX = CHESSIE SEABOARD CONSOLIDATED NLY = NORTHERLY REF. = REFERENCE= DEGREE N&D = NAIL & DISK R/W = RIGHT OF WAY D = DEED DATA (D) NT = NON-TANGENT SEC. = SECTION = DEED BOOK NTS = NOT TO SCALE SLY = SOUTHERLY OR DR. = DRIVE= OFFICIAL RECORD SELY = SOUTHEASTERLY = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK SR = STATE ROAD Λ PG. FND. = FOUND= PAGE Τ = TANGENT PLS = TANGENT BEARING ELY = EASTERLY= PROFESSIONAL LAND SURVEYOR TB = PROPERTY LINE = FIELD TC = TANGENT TO CURVE (P) = PLAT DATA TWP. = TOWNSHIP F.P. = FINANCIAL PROJECT FDOT = FLORIDA DEPARTMENT OF PB = PLAT BOOK UE = UTILITY EASEMENT **TRANSPORTATION** WLY = WESTERLY

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

CHECKED M. SHATTO 03/20/2023

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:41:40 -04'00'

MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

4/02/2024

DATE

BY

UPDATE TITLE

REVISION



			STATE	ROAD I	NO 538/	POINCIANA PARKWAY - SEGMENT	. 2 BULK/0	SCEOLA COLINTY
			JIAIL	NOAD I	10. 330,	TOTALIA TARRIVAT SEGNENT	Z TOLK,	DSCEOLA COUNTY
			-	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:	
				ы	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	SEE NOTE 3 AB	OVE
LIPDATE TITLE	MIS	4/02/2024	DRAWN	J. J PIERRE	03/07/2023	FLORIDA, 32801, PHONE: (407) 839-4300	011 110 110 110	

SECTION N/A

SHEET 3 OF 3

Pered Land Su

PARCEL 53-141

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

A PORTION OF LOT 14, HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2485, PAGE 1415, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 471.30 FEET TO THE SOUTHWEST CORNER OF LOT 14, HIDDEN GLEN, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID LOT 14 NORTH 23°23'25" EAST, A DISTANCE OF 47.60 FEET; THENCE SOUTH 42°56'28" EAST, A DISTANCE OF 58.86 FEET TO A POINT ON AFORESAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE ALONG SAID NORTH LINE NORTH 89°24'55" WEST, A DISTANCE OF 59.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1283 SQUARE FEET, MORE OR LESS.

					SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS								
H				STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY						
H					BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 2						
Г				DRAWN	J. J PIERRE	03/21/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	0123, 311221 3						
	REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	SECTION N/A SHEET 1 OF 3								

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-141 HIDDEN GLEN PB 9. PG. 75 SEE — **DETAIL "A"** 15 14 Ш Ш 20.58/(L) 20.58/(C) 23.25/(C) REMAINDER NW COR. OF AREA= 9550 SQ .FT. +/ THE NE 1/4 LANDS DESCRIBED IN 13 RGE. OF THE SW ORB 2485, PG. 1415 1/4 OF SEC. 6 L/A R/W L/A R/W LINE LINE S89°49'30"E 1359.25'(F) 90.92'(C) S89°24'55"W N89°24'55"E POB 471.30'(C) 149.92'(C) 149.90'(P) SW COR. L/A R/W LOT 14 N LINE OF THE N LINE OF LINE NE 1/4 OF THE THE NW 1/4 WALKER'S LOUGHMAN SW 1/4 OF SEC. 6 OF THE SW 1/4 OF SEC. 6 ADDITION PB 1, PG. 338 **POC** 0 1 W 1/4 COR. OF WESTERLY LINE نان SEC. 6 FND. 4" X4" CM. SEC OF LOT 14 TOP BROKEN S42°56'28"E 15 NO ID 58.86'(C) AREA=1283 SQ .FT. +/-N23°23'25"E -14 47.60 (C) CURVE C1 N LINE OF THE  $\Delta = 48^{\circ}51'41''(C)$ NE 1/4 OF THE 48°51'17"(P) SW 1/4 OF SEC. 6 L = 51.17'(C) 51.16'(P)R = 60.00'(C)(P)POB-CHD. = 49.63'(C)25 50 SW COR. 49.62'(P) LOT 14 CB = N88°57'35"EDETAIL "A" S89°24'55"W Scale: 1" = 50'NOT TO SCALE 59.00'(C) SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 3 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 3 DRAWN J. J PIERRE 03/21/2023

REVISION

BY

DATE

CHECKED

M. SHATTO 03/23/2023

SECTION N/A

SHEET 2 OF 3

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-141 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# LEGEND

CHD.	=	CHORD DISTANCE	ID	= IDENTIFICATION	PC =	=	POINT OF CURVATURE
СВ	=	CHORD BEARING	ΙP	= IRON PIPE	PI =	=	POINT OF INTERSECTION
Œ	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB =		POINT OF BEGINNING
(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC =		POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T. =	=	POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT =		POINT OF TANGENCY
		AUTHORITY	L/A	= LIMITED ACCESS	PROJ. =	•	PROJECT
CO.	=	COUNTY	MON.	= MONUMENTATION/MONUMENT	R =	:	RADIUS
COR.	=	CORNER	NO.	= NUMBER	RR =	:	RAILROAD
СМ	=	CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RGE. =	:	RANGE
CR	=	COUNTY ROAD	NL	= NAIL	REF. =	=	REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	R/W =	=	RIGHT OF WAY
D	=	DEGREE	NT	= NON-TANGENT	SEC. =	:	SECTION
(D)	=	DEED DATA	NTS	= NOT TO SCALE	SQ. FT.	=	SQUARE FEET
DB	=	DEED BOOK	OR	= OFFICIAL RECORD	SR =		STATE ROAD
DR.	=	DRIVE	ORB	= OFFICIAL RECORD BOOK	T =	=	TANGENT
ESMT.	=	EASEMENT	PG.	= PAGE	TB =	=	TANGENT BEARING
Δ	=	DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR	TC =	:	TANGENT TO CURVE
FND.	=	FOUND	P	= PROPERTY LINE	TWP. =	=	TOWNSHIP
(F)	=	FIELD DATA	(P)	= PLAT DATA	UE =	:	UTILITY EASEMENT
F.P.	=	FINANCIAL PROJECT	PB	= PLAT BOOK			
FDOT	=	FLORIDA DEPARTMENT OF					
		TRANSPORTATION					

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

Martin J Shatto Digitally signed by Warking School Date: 2024.04.02 16:42:53 -04'00' Digitally signed by Martin J Shatto

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



	STATE	ROAD	NO.	538/	POINCIANA	PARKWA	Y -	SEGMENT	2	POLK/OSCEOLA COUNTY
_					WBO DESIGN &	ENGINEERING.	INC	LB7963	DAT	A SOURCE:

or Land Surve

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE DRAWN J. J PIERRE 03/21/2023 UPDATE TITLE 4/02/2024

SECTION N/A SHEET 3 OF 3 REVISION BY DATE CHECKED M. SHATTO 03/23/2023

**PARCEL 53-142** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

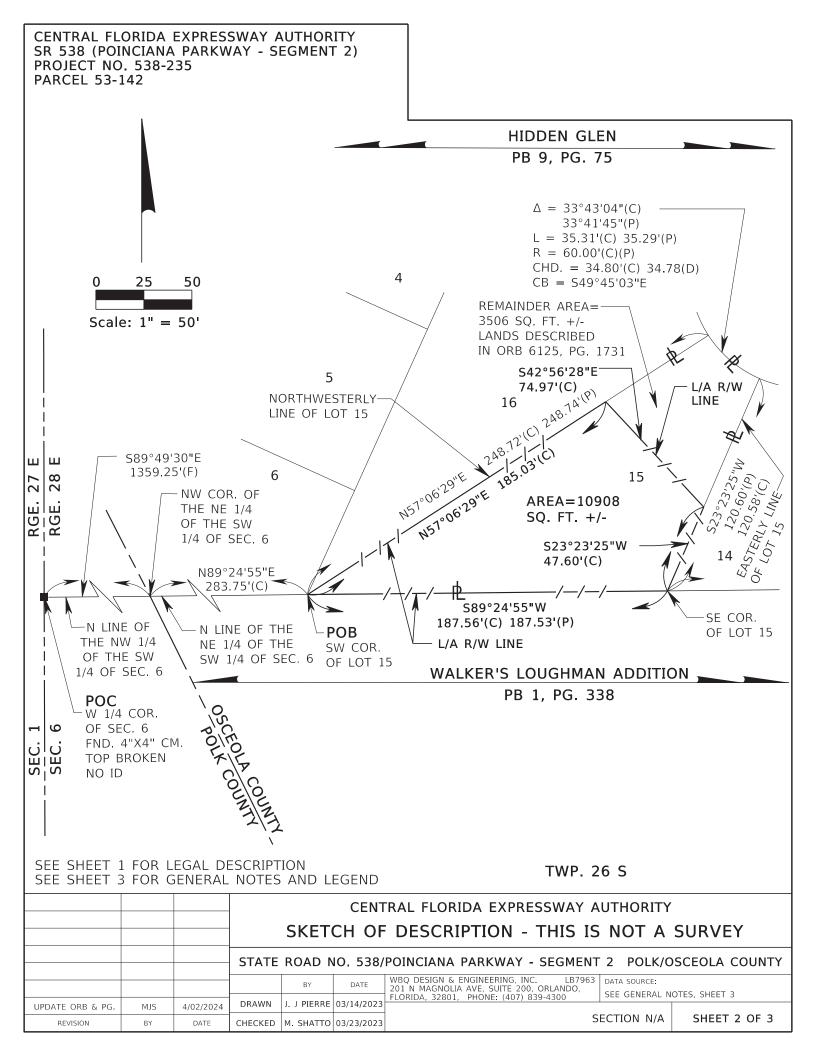
A PORTION OF LOT 15, HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6125, PAGE 1731 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 283.75 FEET TO THE SOUTHWEST CORNER OF LOT 15, HIDDEN GLEN, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 15 NORTH 57°06'29" EAST, A DISTANCE OF 185.03 FEET; THENCE SOUTH 42°56'28" EAST, A DISTANCE OF 74.97 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 15; THENCE ALONG SAID EASTERLY LINE SOUTH 23°23'25" WEST, A DISTANCE OF 47.60 FEET TO A POINT ON AFORESAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE ALONG SAID NORTH LINE SOUTH 89°24'55" WEST, A DISTANCE OF 187.56 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 10908 SQUARE FEET, MORE OR LESS.

				SKET		TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 3					
UPDATE ORB & PG.	MJS	4/02/2024	DRAWN	J. J PIERRE	03/14/2023			,					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	ECTION N/A	SHEET 1 OF 3					



### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF TITLE INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-142 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

### **LEGEND**

CHD.	=	CHORD DISTANCE	ID	= IDENTIFICATION	PC =	POINT OF CURVATURE
СВ	=	CHORD BEARING	ΙP	= IRON PIPE	PI =	POINT OF INTERSECTION
Œ	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB =	POINT OF BEGINNING
(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC =	POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T. =	POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT =	POINT OF TANGENCY
		AUTHORITY	L/A	= LIMITED ACCESS	PROJ. =	PROJECT
CO.	=	COUNTY	MON.	= MONUMENTATION/MONUMENT	R =	RADIUS
COR.	=	CORNER	NO.	= NUMBER	RR =	RAILROAD
СМ	=	CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RGE. =	RANGE
CR	=	COUNTY ROAD	NL	= NAIL	REF. =	REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	N&D		R/W =	RIGHT OF WAY
D	=	DEGREE	NT	= NON-TANGENT	SEC. =	SECTION
(D)	=	DEED DATA	NTS	= NOT TO SCALE	SQ .FT. =	SQUARE FEET
DB	=	DEED BOOK	OR	= OFFICIAL RECORD	SR =	STATE ROAD
DR.	=	DRIVE	ORB	= OFFICIAL RECORD BOOK	T =	TANGENT
ESMT.	=	EASEMENT	PG.	= PAGE	TB =	TANGENT BEARING
Δ	=	DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR	TC =	TANGENT TO CURVE
FND.	=	FOUND	PL	= PROPERTY LINE	TWP. =	TOWNSHIP
(F)	=	FIELD DATA	(P)	= PLAT DATA	UE =	UTILITY EASEMENT
F.P.	=	FINANCIAL PROJECT	PB	= PLAT BOOK		
FDOT	=	FLORIDA DEPARTMENT OF				
		TRANSPORTATION				
1						

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:44:03 -04'00'

MARTIN J. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

M. SHATTO 03/23/2023

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

DATE

CHECKED

BY





SHEET 3 OF 3

SECTION N/A

**PARCEL 53-143** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

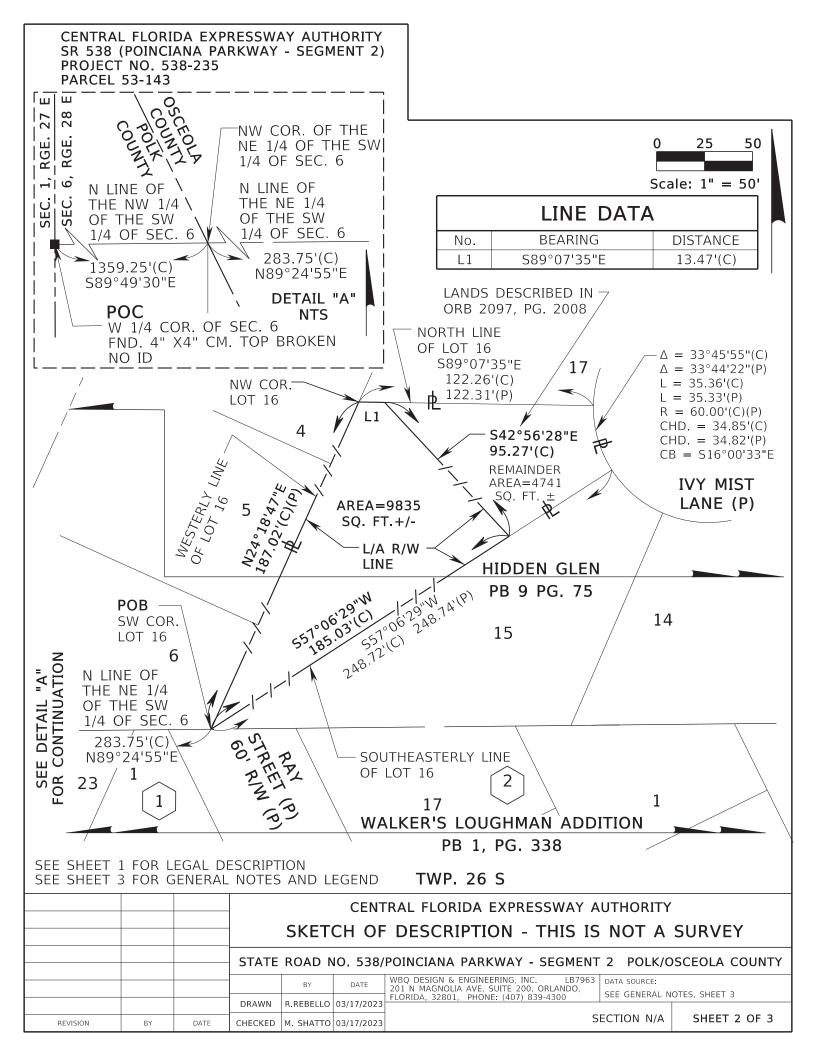
A PORTION OF LOT 16, HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2097, PAGE 2008 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; SAID POINT BEING ON THE POLK/ OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, OSCEOLA COUNTY, FLORIDA NORTH 89°24'55" EAST, A DISTANCE OF 283.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID LOT 16 NORTH 24°18'47" EAST, A DISTANCE OF 187.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE ALONG THE NORTH LINE OF SAID LOT 16 SOUTH 89°07'35" EAST, A DISTANCE OF 13.47 FEET; THENCE SOUTH 42°56'28" EAST, A DISTANCE OF 95.27 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 16; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 57°06'29" WEST, A DISTANCE OF 185.03 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 9835 SQUARE FEET, MORE OR LESS.

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 2					
			DRAWN	R.REBELLO	03/17/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JLL GLINERAL IN	OTES, SHEET S					
REVISION	BY	DATE	CHECKED	SECTION N/A SHEET 1 OF 3									



#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-143 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# **LEGEND**

CHD. = CHORD DISTANCE = IDENTIFICATION PEF ID = PROGRESS ENERGY FLORIDA CB = CHORD BEARING ĬΡ = IRON PIPE PC = POINT OF CURVATURE ΡI = CENTERLINE IR = IRON ROD OR REBAR = POINT OF INTERSECTION (C) = CALCULATED DATAIRC = IRON ROD AND CAP POB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE POC = POINT OF COMMENCEMENT CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENT PT = POINT OF TANGENCY **AUTHORITY** L/A = LIMITED ACCESSMON. = MONUMENTATION/MONUMENT PROJ. = PROJECT CO. = COUNTYCM = CONCRETE MONUMENT NO. = NUMBERR = RADIUS COR. = CORNERN/A = NOT APPLICABLERR = RAILROAD NL = NAILRGE. = RANGECR = COUNTY ROADCSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKREF. = REFERENCE= DFGRFF NT = NON-TANGENTR/W = RIGHT OF WAYD (D) = DEED DATA NTS = NOT TO SCALE SEC. = SECTIONDB = DEED BOOK OR = OFFICIAL RECORD SO.FT. = SOUARE FEET ORB = OFFICIAL RECORD BOOK DR. = DRIVE SR = STATE ROAD PG. = PAGE= DELTA (CENTRAL ANGLE) Т = TANGENT PLS = PROFESSIONAL LAND SURVEYOR FND. = FOUNDTB = TANGENT BEARING = PROPERTY LINE TC = TANGENT TO CURVE (F) = FIELD(P) = PLAT DATA TWP. = TOWNSHIPF.P. = FINANCIAL PROJECT = PLAT BOOK UF PB = UTILITY EASEMENT FDOT = FLORIDA DEPARTMENT OF

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:45:04 -04'00'

**TRANSPORTATION** 

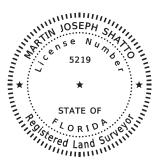
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEET 2	Z FOR S	KEICH	OF DES	CRIPTIO	IV								
			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY					
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY					
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE					
UPDATE TITLE	MJS	4/02/2024	DRAWN	R.REBELLO	03/17/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/17/2023	S	SECTION N/A	SHEET 3 OF 3					



PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

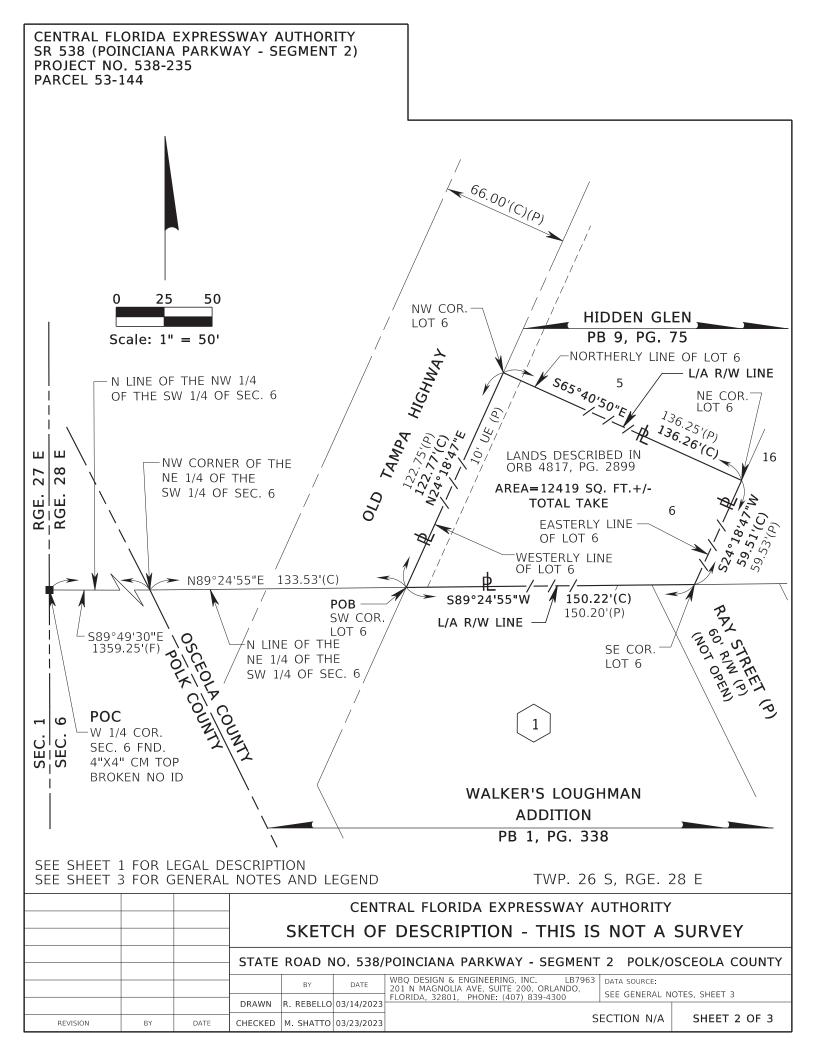
LOT 6, HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4817, PAGE 2899 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 133.53 FEET TO THE SOUTHWEST CORNER OF LOT 6, HIDDEN GLEN, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING: THENCE ALONG THE WESTERLY LINE OF SAID LOT 6 NORTH 24°18'47" EAST, A DISTANCE OF 122.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 6 SOUTH 65°40'50" EAST, A DISTANCE OF 136.26 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE EASTERLY LINE OF SAID LOT 6 SOUTH 24°18'47" WEST, A DISTANCE OF 59.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG AFORESAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6 SOUTH 89°24'55" WEST, A DISTANCE OF 150.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 12419 SQUARE FEET, MORE OR LESS.

				21/22		TRAL FLORIDA EXPRESSWAY A						
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3				
			DRAWN	R. REBELLO	03/14/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	0123, 311221 3				
REVISION	BY	DATE	CHECKED	HECKED M. SHATTO 03/23/2023 SECTION N/A SHEET 1 OF								



### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NO. 30361-144 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

### **LEGEND**

CHD.	=	CHORD DISTANCE	ID	= IDENTIFICATION	PC	=	POINT OF CURVATURE
СВ	=	CHORD BEARING	ΙP	= IRON PIPE	ΡΙ	=	POINT OF INTERSECTION
Q.	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	=	POINT OF BEGINNING
(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	=	POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T.	=	POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT	=	POINT OF TANGENCY
		AUTHORITY	L/A	= LIMITED ACCESS	PROJ.	=	PROJECT
CO.	=	COUNTY	MON.	= MONUMENTATION/MONUMENT	R	=	RADIUS
COR.	=	CORNER	NO.	= NUMBER	RR	=	RAILROAD
CM	=	CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RGE.	=	RANGE
CR	=	COUNTY ROAD	NL	= NAIL	REF.	=	REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	R/W	=	RIGHT OF WAY
D	=	DEGREE	NT	= NON-TANGENT	SEC.	=	SECTION
(D)	=	DEED DATA	NTS	= NOT TO SCALE	SQ. FT	, =	SQUARE FEET
DB	=	DEED BOOK	OR	= OFFICIAL RECORD	SR	=	STATE ROAD
DR.	=	DRIVE	ORB	= OFFICIAL RECORD BOOK	Τ	=	TANGENT
ESMT.	=	EASEMENT	PG.	= PAGE	TB	=	TANGENT BEARING
Δ	=	DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR	TC	=	TANGENT TO CURVE
FND.	=	FOUND	P	= PROPERTY LINE	TWP.	=	TOWNSHIP
(F)	=	FIELD DATA	(P)	= PLAT DATA	UE	=	UTILITY EASEMENT
F.P.	=	FINANCIAL PROJECT	PB	= PLAT BOOK			
FDOT	=	FLORIDA DEPARTMENT OF					
		TRANSPORTATION					

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:46:08 -04'00'

MARTIN I. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SEE SHEEL A	Z FUR S	SKEICH (	OF DES	CRIPTIO	IV							
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
	SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY											
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY				
		WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE								
UPDATE TITLE	MJS	4/02/2024	DRAWN	R. REBELLO	03/14/2023	FLORIDA, 32801, PHONE: (407) 839-4300						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	ECTION N/A	SHEET 3 OF 3				



**PARCEL 53-145** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

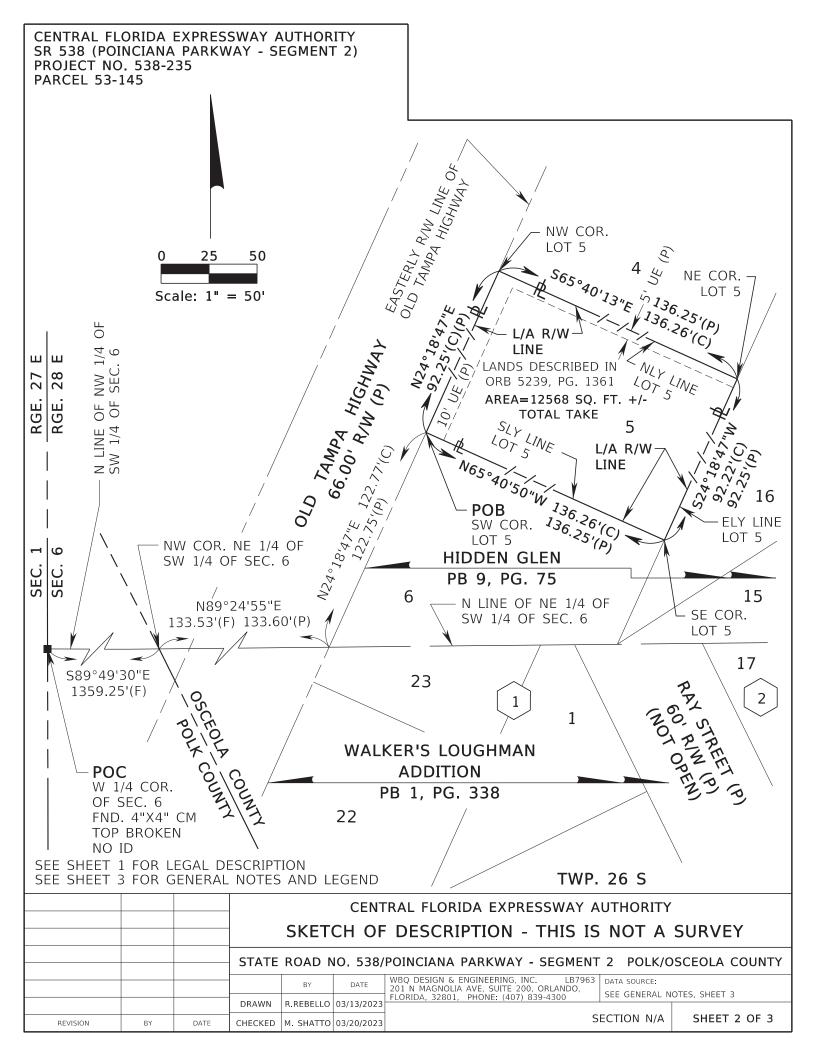
LOT 5, HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5239, PAGE 1361 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 133.53 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OLD TAMPA HIGHWAY, A 66.00 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID HIDDEN GLEN; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 24°18'47" EAST, A DISTANCE OF 122.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 24°18'47" EAST, A DISTANCE OF 92.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 5 SOUTH 65°40'13" EAST, A DISTANCE OF 136.26 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE EASTERLY LINE OF SAID LOT 5 SOUTH 24°18'47" WEST. A DISTANCE OF 92.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5 NORTH 65°40'50" WEST, A DISTANCE OF 136.26 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 12568 SQUARE FEET, MORE OR LESS.

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3					
			DRAWN	R.REBELLO	03/13/2023		SEE GENERAL N	OTES, SHEET S					
REVISION	BY	DATE	CHECKED	м. SHATTO	03/20/2023	S	ECTION N/A	SHEET 1 OF 3					



### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-145 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# LEGEND

CHD. = CHORD DISTANCE ID = IDENTIFICATION = PROGRESS ENERGY FLORIDA ĬΡ CB = CHORD BEARING = IRON PIPE PC = POINT OF CURVATURE = IRON ROD OR REBAR ΙR = POINT OF INTERSECTION = CENTERLINE (C) = CALCULATED DATAIRC = IRON ROD AND CAP POB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE POC = POINT OF COMMENCEMENT CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENTPT **AUTHORITY** L/A = POINT OF TANGENCY = LIMITED ACCESS CO. = COUNTYMON. = MONUMENTATION/MONUMENT PROJ. = PROJECT CM = CONCRETE MONUMENT NO. = NUMBER = RADIUS COR. = CORNER= NOT APPLICABLE RR = RAILROAD N/A CR = COUNTY ROADNL = NAIL RGE. = RANGECSX = CHESSIE SEABOARD CONSOLIDATED NLY = NORTHERLY REF. = REFERENCEN&D = NAIL & DISKR/W = RIGHT OF WAY= DFGRFF = DEED DATA NT = NON-TANGENT SEC. = SECTION(D) SELY = SOUTHEASTERLY DB = DEED BOOK NTS = NOT TO SCALE OR DR. = DRIVE= OFFICIAL RECORD SQ .FT.= SQUARE FEET = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK SR = STATE ROAD PG. = PAGE ST. = STREET FND. = FOUNDPLS ELY = EASTERLY= PROFESSIONAL LAND SURVEYOR Τ = TANGENT = PROPERTY LINE TB = TANGENT BEARING (F) = FIELD(P) F.P. = FINANCIAL PROJECT = PLAT DATA TC = TANGENT TO CURVE PB TWP. = TOWNSHIP FDOT = FLORIDA DEPARTMENT OF = PLAT BOOK = UTILITY EASEMENT TRANSPORTATION

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

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:47:15 -04'00'

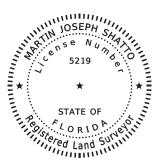
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

1	JLL JIILLI 2	IONS	KLICII	OI DL3	CRIFTIO	11								
					CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
				STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY					
					BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE					
	UPDATE TITLE	MJS	4/02/2024	DRAWN	R.REBELLO	03/13/2023	FLORIDA, 32801, PHONE: (407) 839-4300		342					
1	REVISION	BY	DATE	CHECKED	M. SHATTO	03/20/2023	S	ECTION N/A	SHEET 3 OF 3					



PARCEL 53-146

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

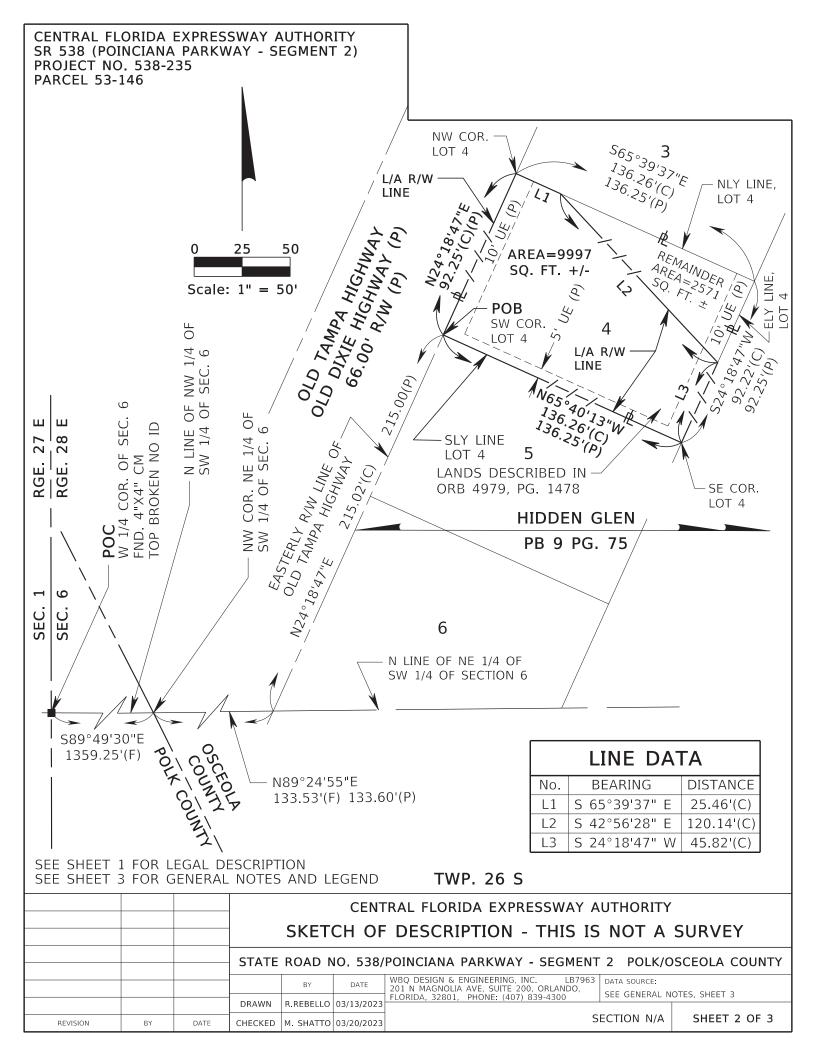
A PORTION OF LOT 4, HIDDEN GLEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4979, PAGE 1478 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH BROKEN TOP AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 133.53 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OLD TAMPA HIGHWAY A 66.00 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID HIDDEN GLEN: THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 24°18'47" EAST, A DISTANCE OF 215.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 24°18'47" EAST, A DISTANCE OF 92.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4 SOUTH 65°39'37" EAST, A DISTANCE OF 25.46 FEET; THENCE SOUTH 42°56'28" EAST, A DISTANCE OF 120.14 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 4: THENCE ALONG SAID EASTERLY LINE SOUTH 24°18'47" WEST, A DISTANCE OF 45.82 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4 NORTH 65°40'13" WEST, A DISTANCE OF 136.26 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 9997 SOUARE FEET, MORE OR LESS.

					SKET		TRAL FLORIDA EXPRESSWAY  DESCRIPTION - THIS I							
H				STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
H					BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB796. 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	Drill Goolice.	IOTES SHEET 3					
Г				DRAWN	DRAWN R.REBELLO 03/13/2023 FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL NOTES, SHEET 3									
	REVISION	BY	DATE	CHECKED	CKED M. SHATTO 03/20/2023 F.P. NO. N/A SECTION N/A SHEET 1 OF 3									



### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-146 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# **LEGEND**

CHD. = CHORD DISTANCE	ID	= IDENTIFICATION	PEF = PROGRE	SS ENERGY FLORIDA
CB = CHORD BEARING	ΙP	= IRON PIPE		OF CURVATURE
Q = CENTERLINE	IR	= IRON ROD OR REBAR		OF INTERSECTION
(C) = CALCULATED DATA	IRC	= IRON ROD AND CAP		OF BEGINNING
CCR = CERTIFIED CORNER RECORD				OF COMMENCEMENT
CFX = CENTRAL FLORIDA EXPRESSWAY			P.O.T. = POINT (	
AUTHORITY	L/A			OF TANGENCY
CO. = COUNTY	MON.		PROJ. = PROJECT	Т
CM = CONCRETE MONUMENT	NO.	= NUMBER	R = RADIUS	
COR. = CORNER	N/A	= NOT APPLICABLE	RR = RAILROA	AD
CR = COUNTY ROAD	NL	= NAIL	RGE. = RANGE	
CSX = CHESSIE SEABOARD CONSOLIDATED	NLY	= NORTHERLY	REF. = REFERE	NCE
D = DEGREE	N&D	= NAIL & DISK	R/W = RIGHT O	OF WAY
(D) = DEED DATA	NT	= NON-TANGENT	SEC. = SECTION	V
DB = DEED BOOK	NTS	= NOT TO SCALE	SLY = SOUTHE	ERLY
DR. = DRIVE	OR	= OFFICIAL RECORD	SQ .FT.= SQUARE	FEET
$\Delta$ = DELTA (CENTRAL ANGLE)	ORB	= OFFICIAL RECORD BOOK	SR = STATE F	ROAD
FND. = FOUND	PG.	= PAGE	ST. = STREET	
ELY = EASTERLY	PLS	= PROFESSIONAL LAND SURVEYOR	T = TANGEN	ΙΤ
(F) = FIELD	PL	= PROPERTY LINE	TB = TANGEN	IT BEARING
F.P. = FINANCIAL PROJECT	(P)	= PLAT DATA	TC = TANGEN	IT TO CURVE
FDOT = FLORIDA DEPARTMENT OF	PB	= PLAT BOOK	TWP. = TOWNS	HIP
TRANSPORTATION			UE = UTILITY	EASEMENT

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:48:15 -04'00'

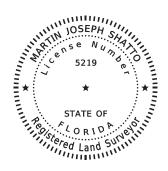
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

022 011221 .			0. 020									
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
UPDATE TITLE	MJS	4/02/2024	DRAWN	R.REBELLO	03/13/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/20/2023	S	SECTION N/A	SHEET 3 OF 3				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-149

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

LOTS 1 THROUGH 4, BLOCK 4, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1192, PAGE 953 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 918.26 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°24'55" EAST. A DISTANCE OF 251.28 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 4 OF SAID PLAT; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, BLOCK 4 SOUTH 33°22'07" WEST, A DISTANCE OF 111.44 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 4, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF GRANT STREET, A 60.0 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT: THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 63°48'46" WEST, A DISTANCE OF 130,29 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 4 OF SAID PLAT, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF POUND STREET, A 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 26°16'12" WEST, A DISTANCE OF 165.05 FEET TO THE POINT OF BEGINNING.

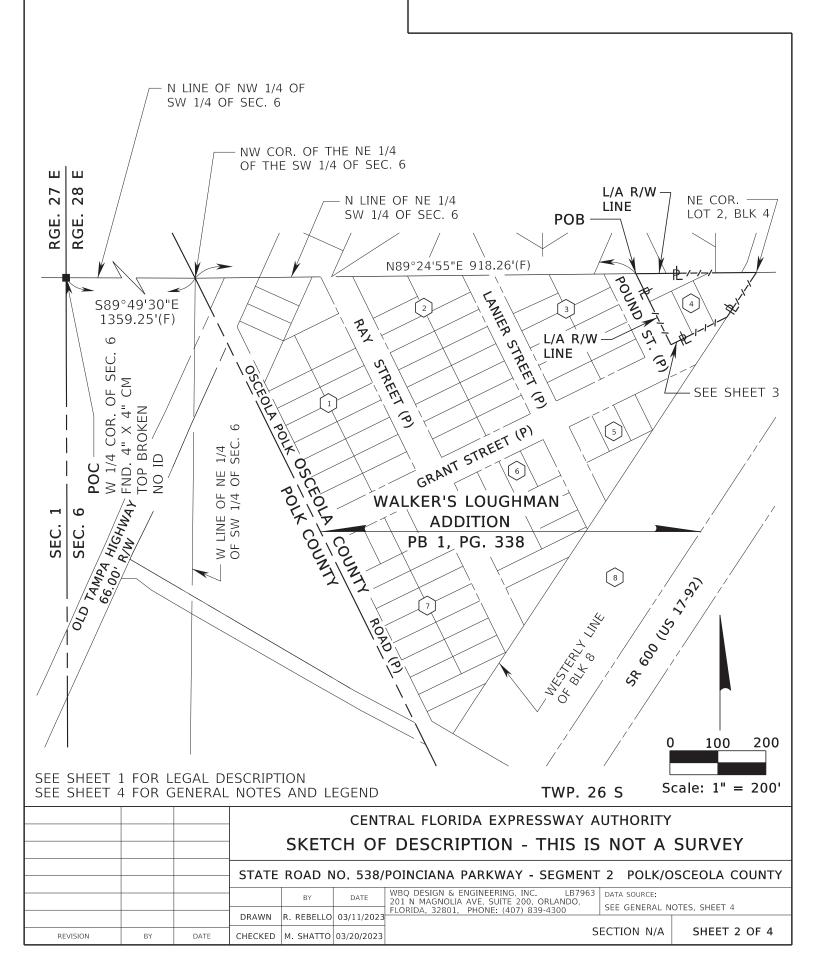
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.513 ACRES, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTIONS SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 4
			DRAWN	J. J PIERRE	03/11/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL IV	OTES, SHEET 4
REVISION	BY	DATE	CHECKED	M. SHATTO	03/20/2023	S	ECTION N/A	SHEET 1 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-149



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-149** NW CORNER NE 1/4 SW 1/4 SEC. 6 POB NW COR. SEE SHEET N LINE OF NE 1/4 OF OF LOT 1, SW 1/4 OF SECTION 6 2 BLK 4 L/A R/W LINE -N89°24'55"E 918.26'(F) N89°24'55"E 251.28'(F) 251.4'(P) **EASTERLY** -NE COR. 1 LINE OF OF LOT 2. LOT 2, BLK 4 BLK 4 L/A R/W LINE WALKER'S LOUGHMAN ADDITION PB 1, PG. 338 2 4 2 AREA=0.513 ACRES +/-L/A R/W TOTAL TAKE LINE 3 LANDS DESCRIBED IN SE COR. OF ORB 1192, PG, 953 LOT 2, BLK 4 563° 48' 46"W L/A R/W LINE 130.29'(F) 130.2'(P) NORTHERLY R/W LINE OF GRANT ST. EASTERLY R/W LINE OF POUND ST. 5 SW COR. OF LOT 4, BLK 4 GRANT STREET (P) 25 50 Scale: 1'' = 50'SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S, RGE. 28 E SEE SHEET 4 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 DRAWN J. J PIERRE 03/11/2023 SECTION N/A SHEET 3 OF 4 REVISION BY DATE CHECKED M. SHATTO 03/20/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-149

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-149 DATED 10/30/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

### **LEGEND**

CHD.	=	— CHORD DISTANCE	ID IP	= IDENTIFICATION = IRON PIPE	PEF PC	= PROGRESS ENERGY FLORIDA = POINT OF CURVATURE
СВ	=	CHORD BEARING	IR	= IRON ROD OR REBAR	ΡΙ	= POINT OF INTERSECTION
Œ	=	CENTERLINE	IRC	= IRON ROD AND CAP	POB	= POINT OF BEGINNING
(C)	=	CALCULATED DATA	L	= LENGTH OF CURVE	POC	= POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	LB	= LICENSED BUSINESS		= POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	L/A	= LIMITED ACCESS	PT	= POINT OF TANGENCY
		AUTHORITY	MON.	= MONUMENTATION/MONUMENT	PROJ.	
CO.	=	COUNTY	NO.	= NUMBER	R	= RADIUS
COR.	=	CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RR	= RAILROAD
CR	=	CONCRETE MONUMENT COUNTY ROAD	NL	= NAIL	RGE.	= RANGE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	REF. R/W	= REFERENCE = RIGHT OF WAY
D	=	DEGREE DEGREE	NT	= NON-TANGENT	SEC.	= SECTION
(D)	=	DEED DATA	NTS	= NOT TO SCALE		
DB	=	DEED BOOK	NWLY			T. = SQUARE FEET
DR.	=	DRIVE	OR	= OFFICIAL RECORD	SR	= STATE ROAD
ESMT.	=	EASEMENT	ORB PG.	= OFFICIAL RECORD BOOK	ST.	= STREET
Δ	=	DELTA (CENTRAL ANGLE)	PLS	= PAGE = PROFESSIONAL LAND SURVEYOR	T	= TANGENT
FND.	=	FOUND	P_	= PROPERTY LINE	ТВ	= TANGENT BEARING
(F)	=	FIELD DATA	'L (P)	= PLAT DATA	TC	= TANGENT TO CURVE
F.P.	=	FINANCIAL PROJECT	PB	= PLAT BOOK	TWP.	= TOWNSHIP
FDOT	=	FLORIDA DEPARTMENT OF	1 0	LAN BOOK	UE	= UTILITY EASEMENT
		TRANSPORTATION				

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:49:24 -04'00'

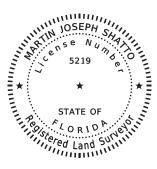
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTIONS

SEE SHEETS	Z AND	3 FUR S	SKEICH	OF DES	SCRIPTIC	JN3						
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY				
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
			-	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
UPDATE TITLE	MJS	4/02/2024	DRAWN	J. J PIERRE	03/11/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	J*L				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/20/2023	S	ECTION N/A	SHEET 4 OF 4				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-150

PURPOSE: LIMITED ACCESS RIGHTS

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

LOT 24, BLOCK 1, WALKER'S LOUGHMAN ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 84, PAGE 229, AND IN OFFICIAL RECORDS BOOK 516, PAGE 345 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

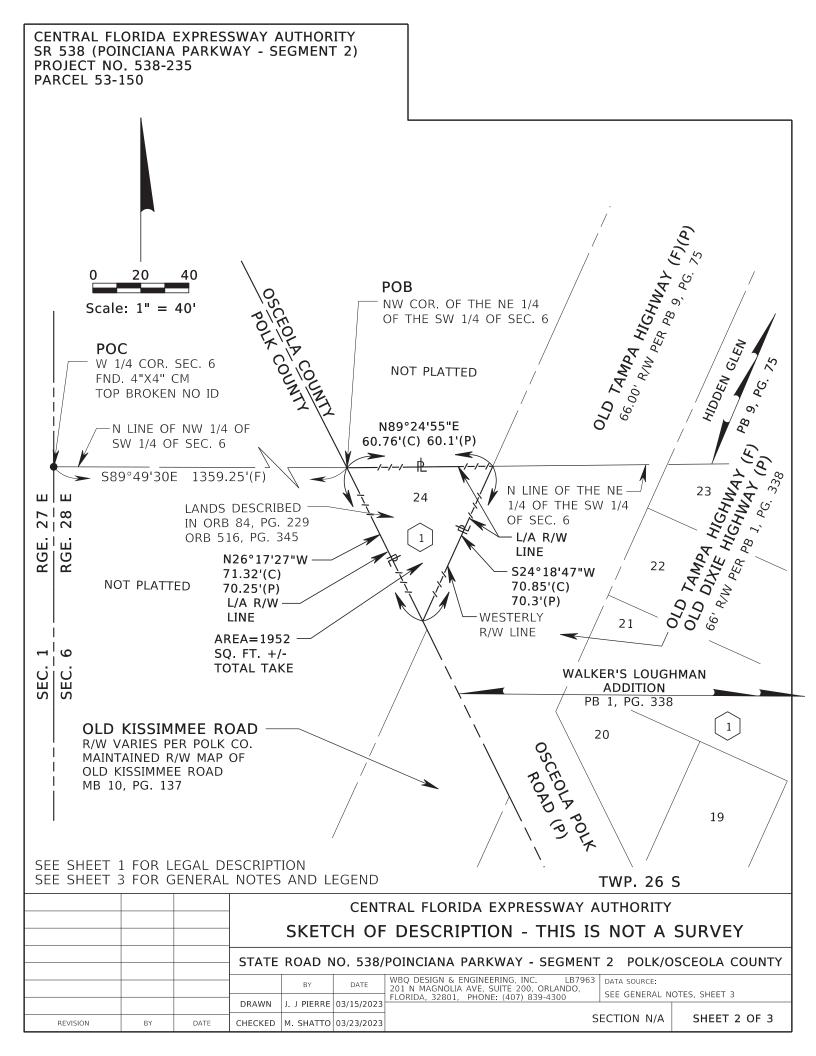
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 60.76 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD TAMPA HIGHWAY, A 66 FEET WIDE RIGHT OF WAY AS SHOWN ON WALKER'S LOUGHMAN ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 338, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 24°18'47" WEST, A DISTANCE OF 70.85 FEET TO A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 26°17'27" WEST A DISTANCE OF 71.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1952 SQUARE FEET, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
			DRAWN	J. J PIERRE	03/15/2023		SEE GENERAL IV	OTES, SHEET S
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/23/2023	S	ECTION N/A	SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-150

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NO. 30361-150 DATED 11/04/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

CHD. = CHORD DISTANCE	F.P.	= FINANCIAL PROJECT	(P)	= PLAT DATA
CB = CHORD BEARING	ID	= IDENTIFICATION	PB	= PLAT BOOK
Q = CENTERLINE	ΙP	= IRON PIPE	PC	= POINT OF CURVATURE
(C) = CALCULATED DATA	IR	= IRON PIPE = IRON ROD OR REBAR	PI	= POINT OF INTERSECTION
CCR = CERTIFIED CORNER RECORD	IRC	= IRON ROD AND CAP	POB	= POINT OF BEGINNING
CFX = CENTRAL FLORIDA EXPRESSWAY	L	= LENGTH OF CURVE	POC	= POINT OF COMMENCEMENT
AUTHORITY	LB	= LICENSED BUSINESS	P.O.T.	= POINT ON TANGENT
CO. = COUNTY	L/A	= LIMITED ACCESS	PT	= POINT OF TANGENCY
COR. = CORNER	MB	= MAP BOOK	PROJ.	= PROJECT
CM = CONCRETE MONUMENT	MON.	= MONUMENTATION/MONUMENT	R	= RADIUS
CR = COUNTY ROAD	NO.	= NUMBER	RR	= RAILROAD
CSX = CHESSIE SEABOARD CONSOLIDATED	N/A	= NOT APPLICABLE	RGE.	= RANGE
D = DEGREE	NL	= NAIL	REF.	= REFERENCE
(D) = DEED DATA	N&D	= NAIL & DISK	R/W	= RIGHT OF WAY
DB = DEED BOOK	NT	= NON-TANGENT	SEC.	= SECTION
DR. = DRIVE	NTS	= NOT TO SCALE	SQ. FT.	= SQUARE FEET
ESMT. = EASEMENT	OR	= OFFICIAL RECORD	SR	= STATE ROAD
$\Delta$ = DELTA (CENTRAL ANGLE)	ORB	= OFFICIAL RECORD BOOK	Τ	= TANGENT
FND. = FOUND	PG	= PAGE	TB	= TANGENT BEARING
(F) = FIELD DATA	PLS	= PROFESSIONAL LAND SURVEYOR	TC	= TANGENT TO CURVE
FDOT = FLORIDA DEPARTMENT OF	P	= PROPERTY LINE	TWP.	= TOWNSHIP
TRANSPORTATION			UE	= UTILITY EASEMENT

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

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:50:26 -04'00'

MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



					CENT	TRAL FLORIDA EXPRESSWAY A	UTHORITY				
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE			
UPDATE TITLE	MJS	4/02/2024	DRAWN	J. J PIERRE	03/15/2023	FLORIDA, 32801, PHONE: (407) 839-4300					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023	S	SECTION N/A	SHEET 3 OF 3			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-151** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3609, PAGE 731 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH BROKEN TOP AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE AND THE POINT OF BEGINNING; THENCE ALONG SAID OSCEOLA/POLK COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 409.77 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3609, PAGE 731, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE NORTH 88°54'05" EAST, A DISTANCE OF 415.53 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD TAMPA HIGHWAY, A 66.00 FEET WIDE RIGHT OF WAY AS SHOWN ON HIDDEN GLEN, AS RECORDED IN PLAT BOOK 9, PAGE 75 OF SAID PUBLIC RECORDS; THENCE SOUTH 24°18'47" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 408.41 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE SOUTH 89°24'55" WEST, A DISTANCE OF 60.76 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.015 ACRES, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
			DRAWN	R.REBELLO	03/14/2023	FLORIDA, 32801, PHONE: (407) 839-4300	3LL GLINERAL IV	OTES, SHEET S
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/21/2023	S	ECTION N/A	SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-151 NORTH LINE OF LANDS DESCRIBED IN ORB 3609, PG. 731 415.53'(C) 416.74'(D) N88°54'05"E SUBJECT TO 6' FPC DISTRIBUTION ESMT L/A R/W PER ORB 504, PG. 406 LINE AREA=2.015 ACRES. +/ш TOTAL TAKE LANDS DESCRIBED IN RGE. RGE. ORB 3609, PG. 731 **INGRESS/EGRESS** ESMT PER ORB **POC** 1538, PG. 148 W 1/4 COR. OF 9 SECTION 6 SEC. L/A R/W -FND. 4"X4" CM LINE TOP BROKEN NO ID N LINE OF NE 1/4 OF N LINE OF NW 1/4 OF SW 1/4 OF SEC. 6 SW 1/4 OF SEC. 6 S89°49'30"E 1359.25'(F) S89°24'55"W 60.76'(C) POB-59.60'(D) NW COR. NE 1/4 OF SW 1/4 OF SECTION 6 50 100 Scale: 1" =100' SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY						
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 2					
			DRAWN	R.REBELLO	03/14/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEL GLIVERAL IV	,					
REVISION	ВҮ	DATE	CHECKED	м. ѕнатто	03/21/2023	Si	ECTION N/A	SHEET 2 OF 3					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-151

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-151 DATED 11/04/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

### **LEGEND**

CHD. = CHORD DISTANCE	ID	= IDENTIFICATION	PEF = PROGRESS ENERGY FLORIDA
CB = CHORD BEARING	IP	= IRON PIPE	PC = POINT OF CURVATURE
	IR	= IRON FILE = IRON ROD OR REBAR	PI = POINT OF INTERSECTION
<b>-</b>		= IRON ROD ON REBAR = IRON ROD AND CAP	POB = POINT OF BEGINNING
1 ' '			
CCR = CERTIFIED CORNER RECORD			POC = POINT OF COMMENCEMENT
CFX = CENTRAL FLORIDA EXPRESSWAY			P.O.T. = POINT ON TANGENT
AUTHORITY	L/A		PT = POINT OF TANGENCY
CO. = COUNTY	MON.	= MONUMENTATION/MONUMENT	PROJ. = PROJECT
CM = CONCRETE MONUMENT	NO.	= NUMBER	R = RADIUS
COR. = CORNER	N/A	= NOT APPLICABLE	RR = RAILROAD
CR = COUNTY ROAD	NL	= NAIL	RGE. = RANGE
CSX = CHESSIE SEABOARD CONSOLIDATED	NLY	= NORTHERLY	REF. = REFERENCE
D = DEGREE	N&D	= NAIL & DISK	R/W = RIGHT OF WAY
(D) = DEED DATA	NT	= NON-TANGENT	SEC. = SECTION
DB = DEED BOOK	NTS	= NOT TO SCALE	SLY = SOUTHERLY
DR. = DRIVE	OR	= OFFICIAL RECORD	SQ .FT.= SQUARE FEET
$\Delta$ = DELTA (CENTRAL ANGLE)	ORB	= OFFICIAL RECORD BOOK	SR = STATE ROAD
FND. = FOUND	PG.	= PAGE	ST. = STREET
ELY = EASTERLY	PLS	= PROFESSIONAL LAND SURVEYOR	T = TANGENT
(F) = FIELD	PL	= PROPERTY LINE	TB = TANGENT BEARING
F.P. = FINANCIAL PROJECT	(P)		TC = TANGENT TO CURVE
FDOT = FLORIDA DEPARTMENT OF	PB	= PLAT BOOK	TWP. = TOWNSHIP
TRANSPORTATION	10	- ILAI BOOK	UE = UTILITY EASEMENT
INANSPUNTATION			OL — UTILITI LASEMENT

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

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:51:31 -04'00'

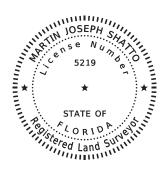
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

	_ , , , ,				CENT	TRAL FLORIDA EXPRESSWAY A	UTHORITY					
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
UPDATE TITLE	MJS	4/02/2024	DRAWN	R.REBELLO	03/14/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 3 OF 3				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-152** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4750, PAGE 2563 AND OFFICIAL RECORDS BOOK 6492, PAGE 1522 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH BROKEN TOP AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID OSCEOLA/POLK COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 409.77 TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID POLK/OSCEOLA COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 222.72 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4750, PAGE 2563, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE NORTH 89°13'40" EAST, A DISTANCE OF 287.19 FEET; THENCE SOUTH 43°48'01" EAST, A DISTANCE OF 270.21 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE ALONG SAID SOUTH LINE SOUTH 88°54'05" WEST, A DISTANCE OF 372.87 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.508 ACRES, MORE OR LESS.

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

				SKET		TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS		
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 3
ADD NEW ORB	MJS	4/01/2024	DRAWN	R.REBELLO	03/14/2023	FLORIDA, 32001, FRONE: (407) 639-4300		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-152** NORTH LINE OF -LANDS DESCRIBED IN ORB 4750, PG. 2563 N89°13'40"E 606.46'(C) 610.67'(D) N89°13'40"E 287.19'(C) SUBJECT TO 10' ESMT PER ORB 4517, PG. 2718 AREA = 1.508L/A R/W S20°56'18"W 524° 18'47",W 216.02'(C) ACRES+/-1.77(C)LINE LANDS DESCRIBED IN REMAINDER ORB 4750, PG. 2563 & AREA=0.821 ORB 6492, PG. 1522 ACRES± SUBJECT TO 6' FPC L/A R/W DISTRIBUTION ESMT LINE PER ORB 504, PG. 406 S88°54'05"W 372.87'(C) **POB** \$88°54'05"W 415.53'(C) 416.74'(D) SOUTH LINE OF -LANDS DESCRIBED IN ORB 4750, PG. 2563 PER ! ш ш 27 66.00, R RGE. RGE. 0 1 **POC** SEC. W 1/4 COR. OF SECTION 6 FND. 4"X4" CM 50 100 BROKEN TOP NO ID N LINE OF NW 1/4 OF Scale: 1" = 100' SW 1/4 OF SECTION 6 S89°49'30"E 1359.25'(F) NW COR. NE 1/4 OF-N LINE OF NE 1/4 OF SW 1/4 OF SECTION 6 SW 1/4 OF SEC. 6 SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY					
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 2				
ADD NEW ORB	MJS	4/01/2024	DRAWN	R.REBELLO	03/14/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	OTES, SHEET S				
REVISION	ВҮ	DATE	CHECKED	м. ѕнатто	03/21/2023	S	ECTION N/A	SHEET 2 OF 3				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-152** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-152 DATED 11/04/2020 AT 8:00 A.M., AND UPDATED 3/09/2023 AT 8:00 A.M., AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

CHD. = CHORD DISTANCE ID = PROGRESS ENERGY FLORIDA = IDENTIFICATION = CHORD BEARING = IRON PIPF = POINT OF CURVATURE = CENTERLINE IR = IRON ROD OR REBAR PΙ = POINT OF INTERSECTION = CALCULATED DATA IRC = IRON ROD AND CAP POB = POINT OF BEGINNING (C) CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE POC = POINT OF COMMENCEMENT CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENT PT = POINT OF TANGENCY AUTHORITY L/A = LIMITED ACCESS CO. = COUNTYMON. = MONUMENTATION/MONUMENT PROJ. = PROJECT CM = CONCRETE MONUMENT = NUMBER = RADIUS NO. COR. = CORNERN/A = NOT APPLICABLE RR = RAILROAD CR = COUNTY ROADNL = NAIL RGE. = RANGECSX = CHESSIE SEABOARD CONSOLIDATED = NORTHERLY REF. = REFERENCE NLY = DEGREE N&D = NAIL & DISK R/W = RIGHT OF WAY  $\square$ (D) = DEED DATA NT = NON-TANGENT SEC. = SECTION= DEED BOOK NTS = NOT TO SCALE SLY = SOUTHERLYOR DR. = DRIVE= OFFICIAL RECORD SQ.FT. = SQUARE FEET = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK SR = STATE ROAD PG. FND. = FOUND= PAGE ST. = STREET PLS ELY = EASTERLY = PROFESSIONAL LAND SURVEYOR Т = TANGENT TB = FIELD = PROPERTY LINE = TANGENT BEARING (P) = PLAT DATA TC F.P. = FINANCIAL PROJECT = TANGENT TO CURVE FDOT = FLORIDA DEPARTMENT OF PB = PLAT BOOK TWP. = TOWNSHIPTRANSPORTATION UE = UTILITY EASEMENT

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

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 12:10:26 -04'00'

BY

MARTIN J. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

DATE



	STATE	KUAD	NO. 538/	POINCIANA	PARKWAT	- SEGMENT	2	POLK/OSCEOLA COUNTY
-		BY	DATE	WBQ DESIGN &			DATA	SOURCE:

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE DRAWN R.REBELLO 03/14/2023 UPDATE TITLE 4/02/2024 SECTION N/A CHECKED M. SHATTO 03/21/2023

SHEET 3 OF 3

Rered Land Sur

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-153** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4599, PAGE 1718 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH BROKEN TOP AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6. SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE: THENCE ALONG SAID OSCEOLA/POLK COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 632.49 TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID OSCEOLA/POLK COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 172.83 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11409.19 FEET, A CHORD BEARING OF NORTH 45°52'41" EAST, AND A CHORD DISTANCE OF 165.55 FEET; THENCE FROM A TANGENT BEARING OF NORTH 45°27'44" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°49'53", A DISTANCE OF 165.56 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5456.00 FEET. A CHORD BEARING OF SOUTH 42°01'39" EAST. AND A CHORD DISTANCE OF 172.56 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 41°07'17" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°48'44", A DISTANCE OF 172.57 FEET; THENCE SOUTH 43°48'01" EAST, A DISTANCE OF 189.94 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4599, PAGE 1718, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE SOUTH 89°13'40" WEST, A DISTANCE OF 287.19 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.187 ACRES, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS					
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY			
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3			
			DRAWN	R.REBELLO	03/14/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE SEIVERVIE IV	0123, 311221 3			
REVISION	BY	DATE	CHECKED	CKED M. SHATTO 03/21/2023 SECTION N/A SHEET 1 OF 3							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 **PARCEL 53-153** CST RAILROAD 100.00' RIW TRACK MAP V.3 SA3-AA CURVE C1  $\Delta = 02^{\circ}28'01''(C)$ L = 491.22'(C)R = 11409.19'(C)CURVE C3 CHD. = 491.18'(C) $\Delta = 01^{\circ}48'44''(C)$ SOUTHER! RIM LINE  $CB = N46^{\circ}41'45"E$ L = 172.57'(C)229'(D)  $TB = N45^{\circ}27'44"E$ R = 5456.00'(C)S00°56'18"W CHD. = 172.56'(C)2017 RAILROAD  $CB = S42^{\circ}01'39"E$ 229 00 (C)  $TB = S41^{\circ}07'17"E$ S81°58'01"E 410.52'(C)(D) REMAINDER AREA=3.242 **ACRES±** LANDS DESCRIBED IN ORB 4599, PG, 1718 AREA=1.187 \$20°56′18″W \$10.14′(C) NT ACRES+/-SOUTH LINE OF LANDS DESCRIBED PIPELINE EASEMENT PER IN ORB ORB 4702, PG. 1499 4599, PG. 1718 L/A R/W ш ш LINE 27  $\infty$ GE. RGE. S89°13'40"W 287.19'(C) **POB** 2 606.46'(C) 610.67'(D) S89°13'40"W **POC** CURVE C2 W 1/4 COR. OF  $\Delta = 00^{\circ}49'53''(C)$ ان ا EC. SECTION 6 L = 165.56'(C)FND. 4"X4" CM S R = 11409.19'(C)BROKEN TOP NO ID CHD. = 165.55'(C)N LINE OF THE NW 1/4 CB = N45°52'41"EOF THE SW 1/4 OF  $TB = N45^{\circ}27'44"E$ 50 100 OF SECTION 6 S89°49'30"E 1359.25'(F) NW COR. NE 1/4 OF Scale: 1'' = 100'SW 1/4 OF SECTION 6 SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 3 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 3 DRAWN R.REBELLO 03/14/2023 SECTION N/A SHEET 2 OF 3 REVISION BY DATE CHECKED M. SHATTO 03/21/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-153** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-153 DATED 11/04/2020 AT 8:00 A.M.. UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

CHD. = CHORD DISTANCE ID = IDENTIFICATION PEF = PROGRESS ENERGY FLORIDA ĬΡ = IRON PIPE PC = POINT OF CURVATURE CB = CHORD BEARING = CENTERLINE IR = IRON ROD OR REBAR ΡĪ = POINT OF INTERSECTION (C) = CALCULATED DATA IRC = IRON ROD AND CAP POB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE POC = POINT OF COMMENCEMENT P.O.T. = POINT ON TANGENTCFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS **AUTHORITY** L/A = LIMITED ACCESS = POINT OF TANGENCY PROJ. = PROJECT CO. = COUNTYMON. = MONUMENTATION/MONUMENT CM = CONCRETE MONUMENT NO. = NUMBER= RADIUS N/A = NOT APPLICABLECOR. = CORNER RR = RAILROAD NL = NAIL RGE. = RANGECR = COUNTY ROADCSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKREF. = REFERENCE = DEGREE NT = NON-TANGENT R/W = RIGHT OF WAY SEC. = SECTION = DEED DATA NTS = NOT TO SCALE (D) = OFFICIAL RECORD DB = DEED BOOK SR = STATE ROAD ORB = OFFICIAL RECORD BOOK Т DR. = DRIVE = TANGENT Δ = DELTA (CENTRAL ANGLE) PG. = PAGE TB = TANGENT BEARING PLS = PROFESSIONAL LAND SURVEYOR FND. = FOUNDTC = TANGENT TO CURVE = PROPERTY LINE TWP. = TOWNSHIP (F) = FIELD

= PLAT DATA

= PLAT BOOK

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

(P)

PB

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:53:25 -04'00'

MARTIN J. SHATTO, PSM

UPDATE TITLE

REVISION

F.P. = FINANCIAL PROJECT

FDOT = FLORIDA DEPARTMENT OF **TRANSPORTATION** 

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

M. SHATTO 03/21/2023

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

DATE

CHECKED

BY



STATE	ROAD	NO.	538/	POINCIANA	PARKWA	Υ -	SEGMENT	2	POLK/OSCEOLA COUNTY	
				WBO DESIGN &	ENGINEERING	INC	LB7963	DAT	A COLIDCE:	

DATE 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE DRAWN R.REBELLO 03/14/2023 4/02/2024

SECTION N/A

UF

= UTILITY FASEMENT

SHEET 3 OF 3

LORIDA Stered Land Sur

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-160A** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2148 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

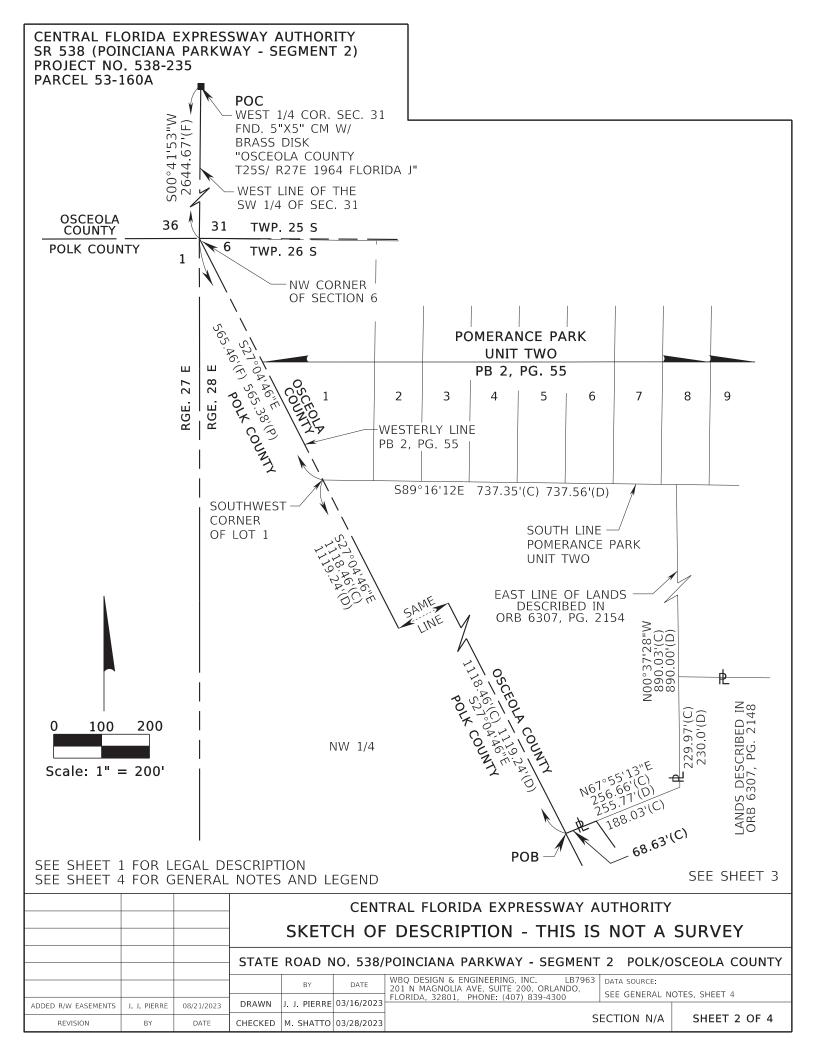
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY. FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT; THENCE CONTINUE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID POLK/OSCEOLA COUNTY LINE NORTH 67°55'13" EAST, A DISTANCE OF 68.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET. A CHORD BEARING OF SOUTH 36°45'45" EAST AND A CHORD DISTANCE OF 237.28 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 35°06'18" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'53", A DISTANCE OF 237.31 FEET; THENCE NORTH 67°51'54" EAST, A DISTANCE OF 144.70 FEET; THENCE SOUTH 43°04'49" EAST, A DISTANCE OF 73.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF SOUTH 46°19'37" WEST AND A CHORD DISTANCE OF 284.47 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 47°02'06" WEST SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF CSX RAILROAD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'58". A DISTANCE OF 284.47 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 403.96 FEET TO THE POINT OF BEGINNING.

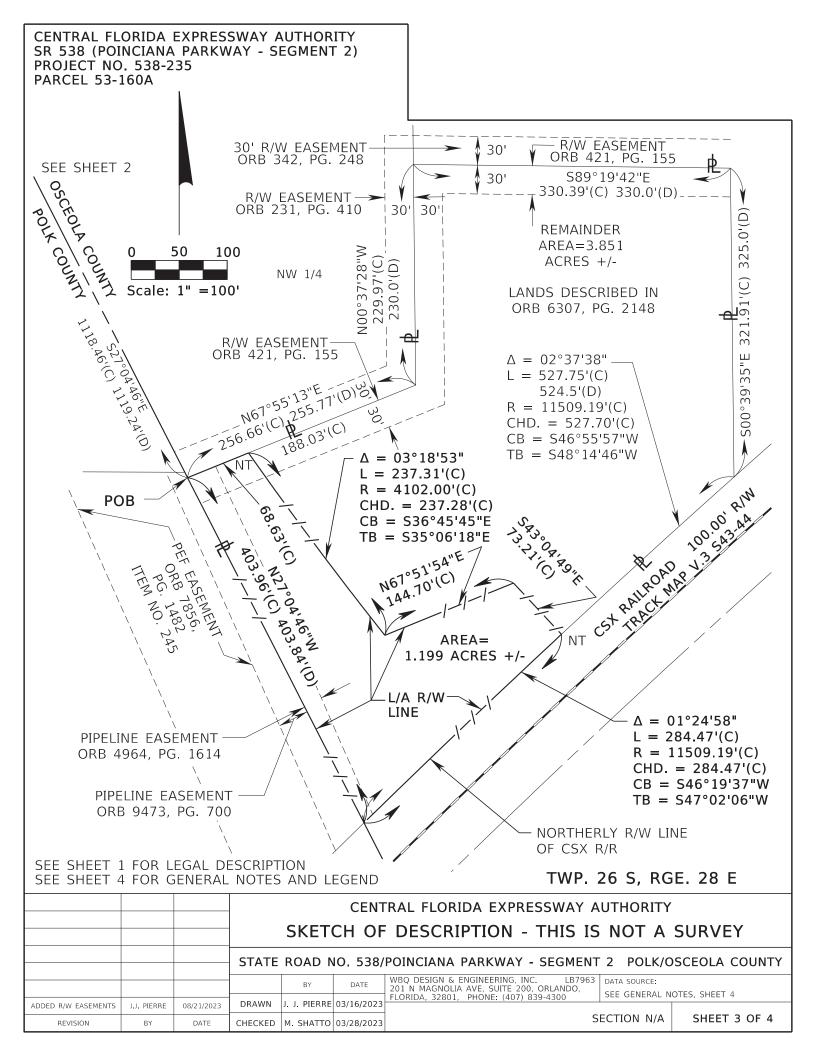
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.199 ACRES, MORE OR LESS.

SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY AF DESCRIPTION - THIS IS						
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNT								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES, SHEET 4				
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023	FLORIDA, 32801, PHONE: (407) 839-4300	322 321421412 14	,				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	S	ECTION N/A	SHEET 1 OF 4				





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-160A** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM. 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-160 DATED 11/16/2022 AT 8:00 A.M., UPDATED 05/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

### LEGEND

CHD. = CHORD DISTANCE ID = IDENTIFICATION = PROGRESS ENERGY FLORIDA CB = CHORD BEARINGΙP = IRON PIPE PC = POINT OF CURVATURE = IRON ROD OR REBAR = POINT OF INTERSECTION = CENTERLINE IR (C) = CALCULATED DATAIRC = IRON ROD AND CAPPOB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD = LENGTH OF CURVE POC = POINT OF COMMENCEMENT L CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENTPT AUTHORITY L/A = LIMITED ACCESS= POINT OF TANGENCY PROJ. = PROJECT CO. = COUNTYMON. = MONUMENTATION/MONUMENT CM = CONCRETE MONUMENT NO. = NUMBER= RADIUS CR = COUNTY ROADN/A = NOT APPLICABLER/R = RAILROAD CSX = CHESSIE SEABOARD CONSOLIDATED NL = NAILRGE. = RANGE= DEGREE N&D = NAIL & DISKREF. = REFERENCE NT = NON-TANGENT (D) = DEED DATA R/W = RIGHT OF WAY NTS = NOT TO SCALE DB = DEED BOOK SEC. = SECTIONDR. = DRIVFOR = OFFICIAL RECORD SR = STATE ROAD = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK Т = TANGENT PG. = PAGETB = TANGENT BEARING FND. = FOUNDPLS = PROFESSIONAL LAND SURVEYOR TC = TANGENT TO CURVE (F) = FIELD= PROPERTY LINE TWP. = TOWNSHIP FDOT = FLORIDA DEPARTMENT OF (P) = PLAT DATA UE = UTILITY EASEMENT TRANSPORTATION PB F.P. = FINANCIAL PROJECT = PLAT BOOK

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

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.03.28 14:22:21 -04'00'

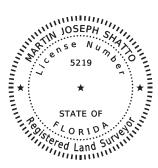
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION

SEE SHEET 2	- / ((1)	7 1 011 31	(LICII C	0.000	21 (11 1101	<b>"</b>							
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
				SKET	CH OF	DESCRIPTION - THIS IS	NOIA	SURVEY					
			STATE	ROAD N	10. 538/	2 POLK/C	SCEOLA COUNTY						
UPDATE TITLE	MJS	3/28/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 AB	OVE					
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE NOTE 3 AB						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	S	ECTION N/A	SHEET 4 OF 4					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-160B** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

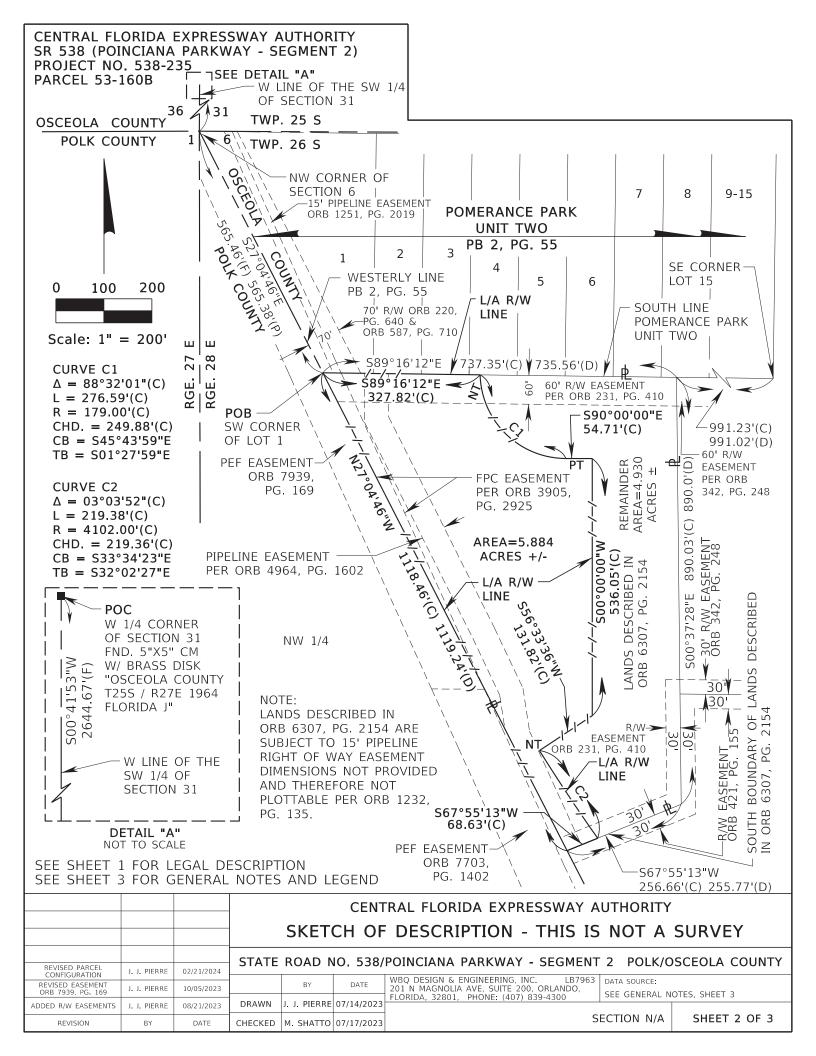
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO. AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH 89°16'12" EAST, A DISTANCE OF 327.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 179.00 FEET, A CHORD BEARING OF SOUTH 45°43'59" EAST AND A CHORD DISTANCE OF 249.88 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 01°27"59" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°32'01", A DISTANCE OF 276.59 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 536.05 FEET; THENCE SOUTH 56°33'36" WEST, A DISTANCE OF 131.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 33°34'23" EAST AND A CHORD DISTANCE OF 219.36 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°02'27" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°03'52", A DISTANCE OF 219.38 FEET TO A POINT ON THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH BOUNDARY SOUTH 67°55'13" WEST, A DISTANCE OF 68.63 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE: THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5.884 ACRES, MORE OR LESS

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

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY				
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
REVISED LEGAL			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
DESCRIPTION	J. J. PIERRE	02/21/2024				WBO DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:				
REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 3			
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	07/04/2023	FLORIDA, 32801, PHONE: (407) 839-4300	020 0211211112	0,10, 0,121, 0			
REVISION	BY	DATE	CHECKED	M. SHATTO	HATTO 07/17/2023 SECTION N/A SHEET 1 OF 3						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-160B

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-161 DATED 11/04/2020 AT 8:00 A.M., UPDATED 11/15/2022 AT 8:00 A.M., REVISED ON 5/17/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

CHD. = CHORD DISTANCE  CB = CHORD BEARING  Q = CENTERLINE  (C) = CALCULATED DATA  CCR = CERTIFIED CORNER RECORD	F.P. ID IP IR IRC	= = = = =	FINANCIAL PROJECT IDENTIFICATION IRON PIPE IRON ROD OR REBAR IRON ROD AND CAP LENGTH OF CURVE	PEF PC PI POB POC	<ul> <li>= PROGRESS ENERGY FLORIDA</li> <li>= POINT OF CURVATURE</li> <li>= POINT OF INTERSECTION</li> <li>= POINT OF BEGINNING</li> <li>= POINT OF COMMENCEMENT</li> <li>= POINT ON TANGENT</li> </ul>
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY  CO. = COUNTY CM = CONCRETE MONUMENT CR = COUNTY ROAD  CSX = CHESSIE SEABOARD CONSOLIDATED  D = DEGREE (D) = DEED DATA  DB = DEED BOOK  DR. = DRIVE  Δ = DELTA (CENTRAL ANGLE)  FND. = FOUND (F) = FIELD  FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION  FPC = FLORIDA POWER CORPORATION	LB L/A MON. NO. N/A NL N&D NT NTS OR ORB PG. PLS PLS (P)		LICENSED BUSINESS LIMITED ACCESS MONUMENTATION/MONUMENT NUMBER NOT APPLICABLE NAIL NAIL & DISK NON-TANGENT NOT TO SCALE OFFICIAL RECORD OFFICIAL RECORD OFFICIAL RECORD BOOK PAGE PROFESSIONAL LAND SURVEYOR PROPERTY LINE PLAT DATA PLAT BOOK	R RR RGE. REF. R/W SEC. SR T TB TC	= POINT OF TANGENCY = PROJECT = RADIUS = RAILROAD = RANGE = REFERENCE = RIGHT OF WAY = SECTION = STATE ROAD = TANGENT = TANGENT BEARING = TANGENT TO CURVE = TOWNSHIP = UTILITY EASEMENT

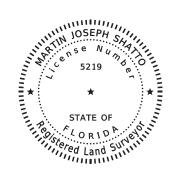
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:54:32 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION



				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
UPDATE TITLE	MJS	4/02/2024	STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	Γ2 POLK/C	SCEOLA COUNTY				
REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	07/14/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE NOTE 3 ABO					
REVISION	ВҮ	DATE	CHECKED	м. ѕнатто	07/17/2023	S	SECTION N/A	SHEET 3 OF 3				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-162 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART A

A PORTION OF LOT 1, POMERANCE PARK UNIT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 55, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3693, PAGE 2148 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE AND THE POINT OF BEGINNING, SAID POINT BEING ON THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532, A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 AND SAID SOUTH RIGHT OF WAY LINE SOUTH 89°16'27" EAST, A DISTANCE OF 55.87 FEET; THENCE SOUTH 30°50'19" WEST, A DISTANCE OF 52.28 TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14752.00 FEET, A CHORD BEARING OF SOUTH 29°13'33" EAST, AND A CHORD DISTANCE OF 305.82 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 28°37'55" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°11'16", A DISTANCE OF 305.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 9138.00 FEET, A CHORD BEARING OF SOUTH 29°07'59" EAST, AND A CHORD DISTANCE OF 219.05 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°22'25", A DISTANCE OF 219.06 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3693, PAGE 2148, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA: THENCE ALONG SAID SOUTH LINE NORTH 89°16'12" WEST, A DISTANCE OF 27.61 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID OSCEOLA/POLK COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 565.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 8981 SQUARE FEET, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY					
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OTES SHEET 5				
REVISED SHEET NUMBERS	R. REBELLO	02/01/2024	DRAWN	RAWN R.REBELLO 03/14/2023 FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL NOTES, SHEET 5								
REVISION	BY	DATE	CHECKED	CHECKED M. SHATTO 03/21/2023 SECTION N/A SHEET 1 OF 5								

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-162 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PORTION OF LOT 1, POMERANCE PARK UNIT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 55, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3693, PAGE 2148 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE, SAID POINT BEING ON THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532, A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG SAID OSCEOLA/POLK COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3693, PAGE 2148, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE SOUTH 89°16'12" EAST, A DISTANCE OF 27.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 9138.00 FEET, A CHORD BEARING OF NORTH 28°41'48" WEST, AND A CHORD DISTANCE OF 79.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03". A DISTANCE OF 79.87 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 9138.00 FEET, A CHORD BEARING OF NORTH 29°06'14" WEST, AND A CHORD DISTANCE OF 50.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18'49", A DISTANCE OF 50.01 FEET; THENCE NORTH 60°04'36" EAST, A DISTANCE OF 140.40 FEET TO A POINT ON THE WEST LINE OF AN EXISTING PIPELINE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 4940. PAGE 466. PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE SOUTH 00°02'12" EAST, A DISTANCE OF 57.67 FEET; THENCE SOUTH 60°04'36" WEST, A DISTANCE OF 112.38 FEET TO THE POINT OF BEGINNING.

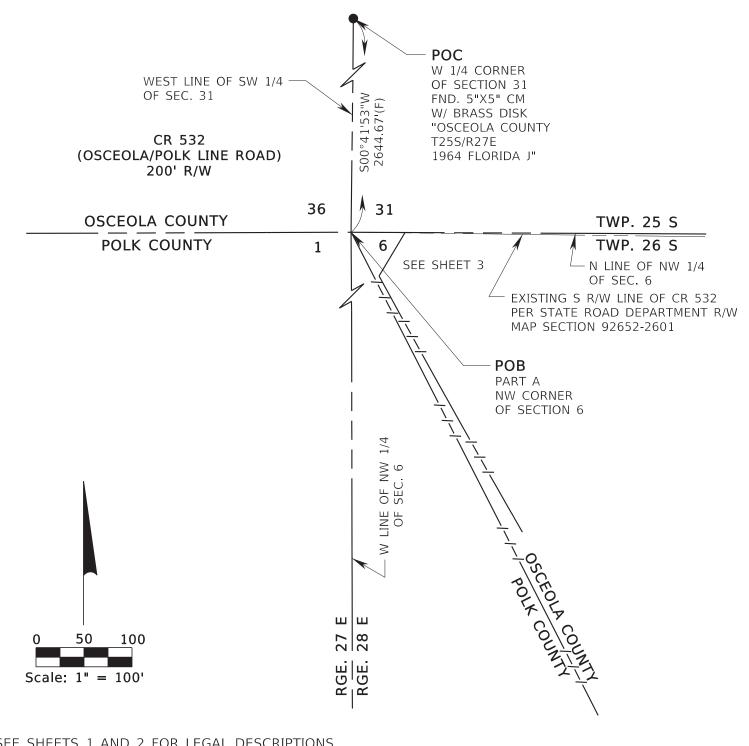
CONTAINING 6319 SOUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 15300 SQUARE FEET, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY				
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,		OTES SHEET 5			
ADDED PART B, REVISED SHEET NUMBERS	R. REBELLO	02/01/2024	DRAWN								
REVISION	BY	DATE	CHECKED	CHECKED M. SHATTO 03/21/2023 SECTION N/A SHEET 2 OF 5							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-162 PARTS A-B



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY						
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
ADD BARTS TO BARSSI NO	D. DEDELLO	05/00/2024	STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.		05/08/2024		BY	DATE		DATA SOURCE:						
REVISED SHEET NUMBERS	R. REBELLO	02/01/2024		B1	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 5					
ADDED R/W LINE AND UPDATED LABEL LOCATION	R. REBELLO	12/18/2023	DRAWN	R.REBELLO	03/14/2023		ı						
REVISION	ВҮ	DATE	CHECKED	HECKED M. SHATTO 03/21/2023 SECTION N/A SHEET 3 OF 5									

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-162 PARTS A-B CR 532 **POB** (OSCEOLA/POLK LINE ROAD) PART A NW CORNER EXISTING S R/W LINE OF CR 532 200' R/W OF SECTION 6 PER STATE ROAD DEPARTMENT R/W 36 31 MAP SECTION 92652-2601 S89°16'27"E 368.83'(C) 368.87'(P) OSCEOLA COUNTY TWP. 25 S POLK COUNTY TWP. 26 S 1 6 S30°50'19"W SEE SHEET 2 NT 52.28'(C) 500.18 (C) N LINE OF NW 1/4 S89°16'27"E 500.001 OF SEC. 6  $\Delta = 01^{\circ}11'16"(C)$ 55.87'(C) L = 305.83'(C)R = 14752.00'(C)PART A CHD. = 305.82'(C)AREA=8981 PIPELINE EASEMENT  $CB = S29^{\circ}13'33"E$ SQ. FT.+/-S00°44'20"W ORB 4940, PG. 466 TB = S28°37'55"ELANDS DESCRIBED CURVE C1 IN ORB 3693, 2 3  $\Delta = 01^{\circ}22'25''(C)$ 4 ш PG. 2148 L = 219.06'(C)28 R = 9138.00'(C)CHD. = 219.05'(C)REMAINDER POMERANCE PARK ш AREA=2.369  $CB = S29^{\circ}07'59"E$ **ACRES±** UNIT TWO,  $TB = S29^{\circ}49'11"E$ 2 R/W LINE PB 2. PG. 55 PRC L/A R/W N60°04'36"E CURVE C2 LINE  $\Delta = 00^{\circ}30'03"(C)$ 240.40.40 1/4 S00°02'12"E L = 79.87'(C)57.67'(C)  $\gtrsim$ R = 9138.00'(C)70.0' R/W EASEMENT PART B S00°07'07 CHD. = 79.87'(C)PER DB 220, PG. 640 & AREA=6319 0F  $CB = N28^{\circ}41'48"W$ ORB 587, PG. 710 SQ. FT. +/- $TB = N28^{\circ}26'47"W$ LINE SEC. L/A R/W R/W LINE LINE  $\stackrel{>}{\sim}$   $\stackrel{>}{\sim}$ PIPELINE EASEMENT ORB 1251, PG. 2019 **POB** PART B SOUTH LINE OF LANDS DESCRIBED IN ORB 3693, PG. 2148 S89°16'12"E N89°16'12"W N89°16'12"W 104.95'(C)(P) 27.61(C) CURVE C3  $\Delta = 00^{\circ}18'49"(C)$ 0 50 100 L = 50.01'(C)R = 9138.00'(C)CHD = 50.01'(C)SW CORNER SE 1/4  $CB = N29^{\circ}06'14"W$ NW1/4 SECTION 6 SEE SHEET 1 AND 2 FOR LEGAL DESCRIPTIONS FND. 2" AXLE NO ID SEE SHEET 5 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY R. REBELLO 05/08/2024 ADD PARTS TO PARCEL NO. WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: ADDED PART B R. REBELLO 02/01/2024 REVISED SHEET NUMBERS SEE GENERAL NOTES, SHEET 5 DRAWN R. REBELLO 03/14/2023 R. REBELLO 12/18/2023 FOR QUALIFIERS SECTION N/A SHEET 4 OF 5 REVISION BY DATE CHECKED M. SHATTO 03/21/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-162 PARTS A-B

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-162 DATED 11/04/2020 AT 8:00 A.M., UPDATED 05/10/2022 AT 8:00 A.M., AND UPDATED 03/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

CHD. = CHORD DISTANCE ID PEF = PROGRESS ENERGY FLORIDA = IDENTIFICATION ΙP CB = CHORD BEARING= IRON PIPE PC = POINT OF CURVATURE = CENTERLINE IR = IRON ROD OR REBAR ΡĪ = POINT OF INTERSECTION = CALCULATED DATA IRC = IRON ROD AND CAP POB = POINT OF BEGINNING POC CCR = CERTIFIED CORNER RECORD = POINT OF COMMENCEMENT L = LENGTH OF CURVE CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS PRC = POINT OF REVERSE CURVATURE L/A = LIMITED ACCESS P.O.T. = POINT ON TANGENT **AUTHORITY** = COUNTY CO. MON. = MONUMENTATION/MONUMENT = POINT OF TANGENCY PROJ. = PROJECT = CONCRETE MONUMENT NO. = NUMBERN/A = NOT APPLICABLECOR. = CORNER R = RADIUS = RAILROAD = COUNTY ROAD = NAIL CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKRGE. = RANGE= DEGREE D NT = NON-TANGENT REF. = REFERENCE NTS R/W (D) = DEED DATA = NOT TO SCALE = RIGHT OF WAY = DEED BOOK OR = OFFICIAL RECORD SEC. = SECTION DB ORB = OFFICIAL RECORD BOOK SO .FT. = SOUARE FEET DR. = DRIVEPG. = PAGE SR = STATE ROAD = DELTA (CENTRAL ANGLE) PLS = TANGENT FND. = FOUND= PROFESSIONAL LAND SURVEYOR Τ = FIELD = PROPERTY LINE ΤB = TANGENT BEARING (P) = PLAT DATA TC = TANGENT TO CURVE F.P. = FINANCIAL PROJECTPB = PLAT BOOK TWP. = TOWNSHIPFDOT = FLORIDA DEPARTMENT OF UE = UTILITY EASEMENT TRANSPORTATION

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

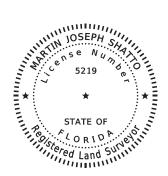
## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 13:58:06 -04'00'

MARTIN I. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS





PROJECT NO. 538-235 PARCEL 53-168

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

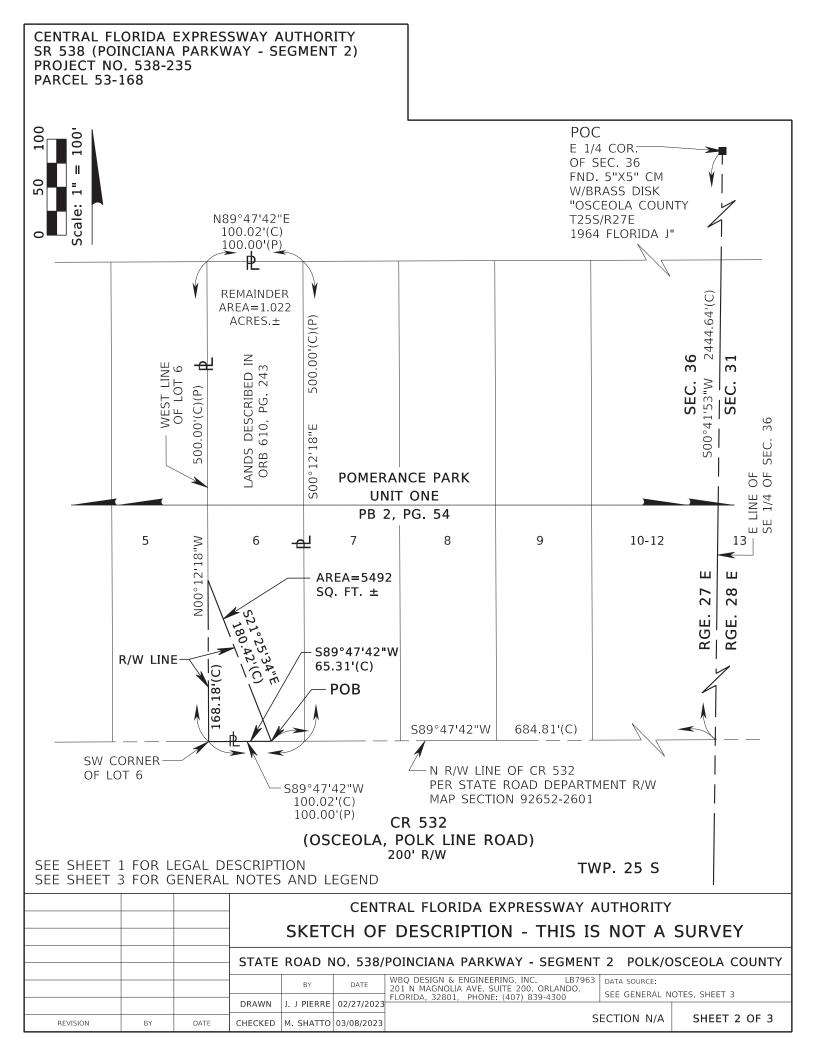
A PORTION OF LOT 6, POMERANCE PARK UNIT ONE, AS RECORDED IN PLAT BOOK 2, PAGE 54, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 610, PAGE 243, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SOUTH 00°41′53″ WEST, A DISTANCE OF 2444.64 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532, A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532 SOUTH 89°47′42" WEST, A DISTANCE OF 684.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH RIGHT OF WAY LINE OF SAID COUNTY ROAD 532, SOUTH 89°47′42" WEST, A DISTANCE OF A 65.31 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF SAID PLAT OF POMERANCE PARK UNIT ONE; THENCE ALONG THE WEST LINE OF SAID LOT 6, NORTH 00°12′18" WEST, A DISTANCE OF 168.18 FEET; THENCE SOUTH 21°25′34" EAST, A DISTANCE OF 180.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 5492 SQUARE FEET, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 2					
			DRAWN	J. J PIERRE	02/27/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 3					
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/08/2023	SECTION N/A SHEET 1 OF 3							



#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST OUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM. 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-53-168 DATED 11/30/2020 AT 8:00 A.M., UPDATED 5/10/2022 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

### LEGEND

= POINT OF INTERSECTION CHD. = CHORD DISTANCE ID = IDENTIFICATION = CHORD BEARING ΙP = IRON PIPE POB = POINT OF BEGINNING = CENTERLINE IR = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT (C) = CALCULATED DATA **IRC** = IRON ROD AND CAP P.O.T. = POINT ON TANGENTPΤ L = LENGTH OF CURVE = POINT OF TANGENCY CCR = CERTIFIED CORNER RECORD CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS PROJ. = PROJECTAUTHORITY L/A = LIMITED ACCESS = RADIUS CO. = COUNTYMON. = MONUMENTATION/MONUMENT RR = RAILROAD COR. = CORNER NO. = NUMBER RGF. = RANGFN/A = NOT APPLICABLE REF. = REFERENCE CM = CONCRETE MONUMENT CR = COUNTY ROAD NL = NAIL R/W = RIGHT OF WAY CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISK SEC. = SECTIONNT = NON-TANGENT SR = STATE ROAD D = DEGREE = DEED DATA NTS = NOT TO SCALE SO.FT. = SOUARE FEET (D) OR DB = DEED BOOK = OFFICIAL RECORD Τ = TANGENT ORB = OFFICIAL RECORD BOOK ΤB DR. = DRIVE= TANGENT BEARING PG. = PAGE TC = TANGENT TO CURVE ESMT. = EASEMENTPLS = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP= DELTA (CENTRAL ANGLE) FND. = FOUND = PROPERTY LINE UE = UTILITY EASEMENT (P) = PLAT DATA (F) = FIELD DATAPB = PLAT BOOK FDOT = FLORIDA DEPARTMENT OF PC = POINT OF CURVATURE TRANSPORTATION

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:55:48 -04'00'

MARTIN J. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

BY

DATE

CHECKED



	STATE	ROAD N	IO 538	POINCIANA PARKWAY - 9	SEGMENT	2 POLK/OSCEOLA COUNTY
	JIAIL	NOAD I	10. 330/	TOMCIANA TANKWAT - S	JE GI-IEIV I	2 TOLK, OSCIOLA COUNTY
				WBO DESIGN & ENGINEERING, INC.	LP7062	DATA SOURCE:
	1	BY	DATE	WIND DESIGN & LINGINGERING, INC.		DATA SOURCE:

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE DRAWN J. J PIERRE 02/27/2023 4/02/2024 UPDATE TITLE

M. SHATTO 03/08/2023

SECTION N/A

SHEET 3 OF 3

LORIDA Kered Land Sur

PROJECT NO. 538-235 PARCEL 53-169

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

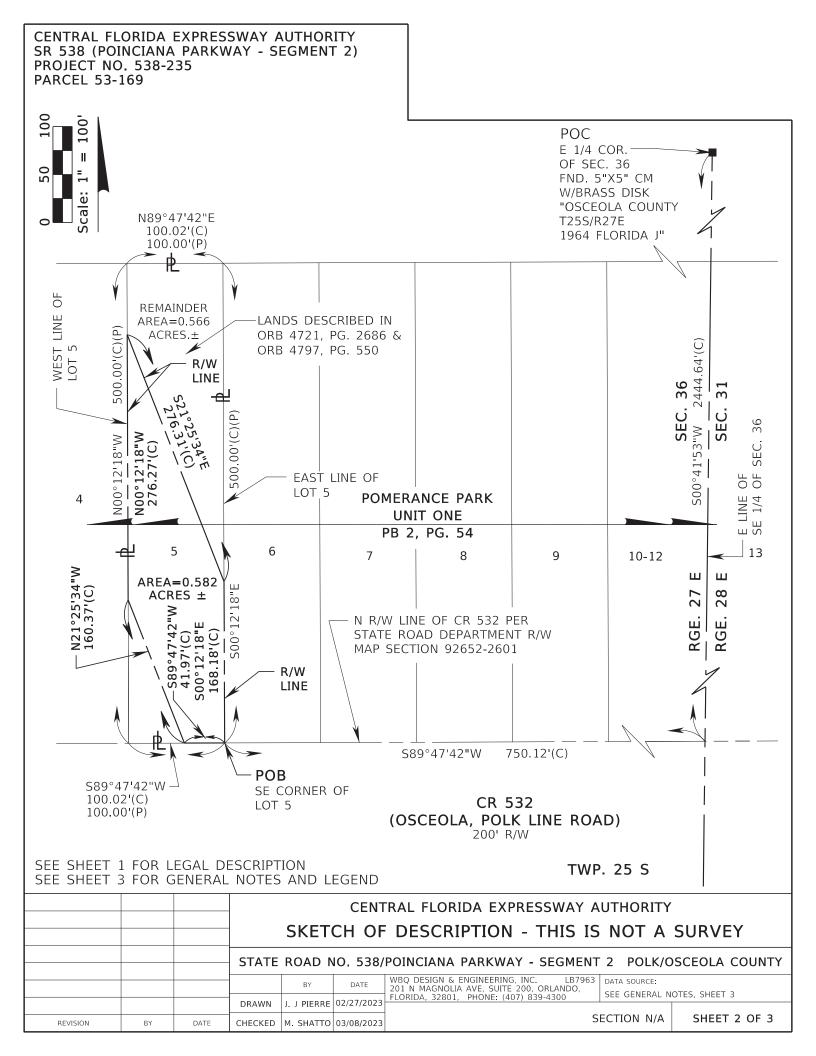
A PORTION OF LOT 5, POMERANCE PARK UNIT ONE, AS RECORDED IN PLAT BOOK 2, PAGE 54, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4721, PAGE 2686, AND 4797, PAGE 550, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SOUTH 00°41′53" WEST, A DISTANCE OF 2444.64 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532, A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF SAID COUNTY ROAD 532 SOUTH 89°47′42" WEST, A DISTANCE OF 750.12 FEET TO THE SOUTHEAST CORNER OF LOT 5 OF SAID PLAT OF POMERANCE PARK UNIT ONE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH RIGHT OF WAY LINE OF SAID COUNTY ROAD 532, SOUTH 89°47′42" WEST, A DISTANCE OF A 41.97 FEET; THENCE NORTH 21°25′34" WEST, A DISTANCE OF 160.37 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE ALONG SAID WEST LINE NORTH 00°12′18" WEST, A DISTANCE OF 276.27 FEET; THENCE SOUTH 21°25′34" EAST, A DISTANCE OF 276.31 FEET TO A POINT ON THE EAST LINE OF SAID LOT 5; THENCE ALONG SAID EAST LINE SOUTH 00°12′18" EAST, A DISTANCE OF 168.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.582 ACRES, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3					
			DRAWN	J. J PIERRE	02/27/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL IV	0123, 311221 3					
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/08/2023	SECTION N/A SHEET 1 OF 3							



### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-53-169 DATED 11/30/2020 AT 8:00 A.M., UPDATED 5/10/2022 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8 00 A M

# LEGEND

CHD. = CHORD DISTANCE ID = IDENTIFICATION = POINT OF INTERSECTION CB = CHORD BEARING ΙP = IRON PIPE POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT = CENTERLINE IR = IRON ROD OR REBAR (C) = CALCULATED DATAIRC = IRON ROD AND CAP P.O.T. = POINT ON TANGENTPT = POINT OF TANGENCY CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE PROJ. = PROJECT CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS AUTHORITY L/A = LIMITED ACCESS = RADIUS CO. = COUNTYMON. = MONUMENTATION/MONUMENT = RAILROAD RR COR. = CORNERNO. = NUMBER RGE. = RANGE CM = CONCRETE MONUMENT N/A = NOT APPLICABLE REF. = REFERENCECR = COUNTY ROADNL = NAIL R/W = RIGHT OF WAYN&D = NAIL & DISKSEC. = SECTIONCSX = CHESSIE SEABOARD CONSOLIDATED = DEGREE NT = NON-TANGENT SR = STATE ROAD (D) = DEED DATA = TANGENT NTS = NOT TO SCALEΤ DB = DEED BOOK OR = OFFICIAL RECORD TB = TANGENT BEARING ORB = OFFICIAL RECORD BOOK DR. = DRIVETC = TANGENT TO CURVE PG. = PAGE TWP. = TOWNSHIPESMT. = EASEMENT PLS = DELTA (CENTRAL ANGLE) = PROFESSIONAL LAND SURVEYOR UE = UTILITY EASEMENT FND. = FOUND= PROPERTY LINE (F) = FIELD DATA(P) = PLAT DATA PB = PLAT BOOK FDOT = FLORIDA DEPARTMENT OF

= POINT OF CURVATURE

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

PC

TRANSPORTATION

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:56:58 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.



				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
UPDATE TITLE	MJS	4/02/2024	DRAWN	J. J PIERRE	02/27/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE NOTE 3 AD	01				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	ECTION N/A	SHEET 3 OF 3				

PARCEL 53-175

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

A PORTION OF LOT 4, POMERANCE PARK UNIT ONE, AS RECORDED IN PLAT BOOK 2, PAGE 54 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 298, PAGE 166, AND OFFICIAL RECORDS BOOK 1083, PAGE 2471, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SOUTH 00°41′53″ WEST, A DISTANCE OF 2444.64 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532, A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 89°47′42" WEST, A DISTANCE OF 850.13 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE EAST LINE OF SAID LOT 4 NORTH 00°12′18" WEST, A DISTANCE OF 149.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21°25′34" WEST, A DISTANCE OF 276.31 FEET TO THE WEST LINE OF SAID LOT 4; THENCE ALONG SAID WEST LINE NORTH 00°12′18" WEST, A DISTANCE OF 92.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE NORTH LINE OF SAID LOT 4 NORTH 89°47′42" EAST, A DISTANCE OF 71.19 FEET; THENCE SOUTH 21°25′34" EAST, A DISTANCE OF 79.64 FEET TO THE EAST LINE OF SAID LOT 4; THENCE ALONG SAID EAST LINE SOUTH 00°12′18" EAST, A DISTANCE OF 276.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 21105 SQUARE FEET, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3					
			DRAWN	R.REBELLO	02/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET S					
REVISION	BY	DATE	CHECKED	м. SHATTO	03/08/2023	SECTION N/A SHEET 1 OF 3							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-175** POC E 1/4 COR: OF SEC. 36 FND. 5"X5" CM W/BRASS DISK "OSCEOLA COUNTY N89°47'42"E T25S/R27E NW CORNER OF-100.02'(C) 1964 FLORIDA J" LOT 4 100.00'(P) 2444,64'(C) 92.93 (C) N89°47'42"E 71.19'(C) LINE OF LOT S21°25'34"E 79.64'(C) ORB 1875, PG. 2629 PIPELINE EASEMENT R/W 36 LINE S00°12'18"E 276.27'(C) SEC. AREA=21105 S00°41'53"W SEC. 500.00'(C)(P) 50 100 500.00'(C)(P) 36 SEC. Scale: 1" = 100' 6 5 7 8 9-12 OF OF LANDS DESCRIBED IN 13 ORB 1083, PG. 2471 ORB 2298, PG. 166 LINE E 1/4 EAST LINE 500°12'18"E E L SE LOT N00°12'18"W R/W LINE EXISTING N R/W LINE OF CR 532 PER STATE ROAD DEPARTMENT R/W MAP SECTION 92652-2601 REMAINDER AREA=0.664 POMERANCE PARK ACRES± **POB** UNIT ONE WEST LINE PB 2, PG. 54 N00°12'18"W 149.49'(C) LOT S89°47'42"W 850.13'(C) Ш RGE. 27 SE CORNER OF S89°47'42"W LOT 4 RGE. CR 532 100.02'(C) 100.00'(P) (OSCEOLA, POLK LINE ROAD) 200' R/W SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 25 S SEE SHEET 3 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL NOTES, SHEET 3 DRAWN R. REBELLO 02/28/2023 SECTION N/A SHEET 2 OF 3 REVISION BY DATE CHECKED M. SHATTO 03/08/2023

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, BEING SOUTH 00°41'53" WEST BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-53-175 DATED 11/30/2020 AT 8:00 A.M., UPDATED 5/10/2022 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8.00 A.M.

## LEGEND

CHD. = CHORD DISTANCE ID = IDENTIFICATION = POINT OF INTERSECTION CB = CHORD BEARING ĬΡ = IRON PIPE POB = POINT OF BEGINNING = CENTERLINE ΙR = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT (C) = CALCULATED DATA**IRC** P.O.T. = POINT ON TANGENT= IRON ROD AND CAP CCR = CERTIFIED CORNER RECORD = LENGTH OF CURVE PT = POINT OF TANGENCY = LICENSED BUSINESS PROJ. = PROJECTCFX = CENTRAL FLORIDA EXPRESSWAY LB = LIMITED ACCESS = RADIUS AUTHORITY L/A R CO. = COUNTYMON. = MONUMENTATION/MONUMENT RR = RAILROAD COR. = CORNERNO. = NUMBER RGE. = RANGECM = CONCRETE MONUMENT N/A = NOT APPLICABLEREF. = REFERENCE = COUNTY ROAD R/W = RIGHT OF WAYNL = NAIL CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKSEC. = SECTION = DEGREE NT = NON-TANGENT = STATE ROAD (D) = DEED DATANTS = NOT TO SCALE SQ. FT. = SQUARE FEET DB = DEED BOOK OR = OFFICIAL RECORD = TANGENT Τ ORB = OFFICIAL RECORD BOOK DR. = DRIVE ΤB = TANGENT BEARING ESMT. = EASEMENT PG. = PAGE TC = TANGENT TO CURVE = DELTA (CENTRAL ANGLE) PLS = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIPFND. = FOUND= PROPERTY LINE UF = UTILITY EASEMENT (P) = PLAT DATA (F) = FIELD DATAPB = PLAT BOOK FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION PC. = POINT OF CURVATURE

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 16:57:59 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.



				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	2)/E					
UPDATE TITLE	MJS	4/02/2024	DRAWN	R.REBELLO	02/28/2023			JVL					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	SECTION N/A	SHEET 3 OF 3					

PARCEL 53-176

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

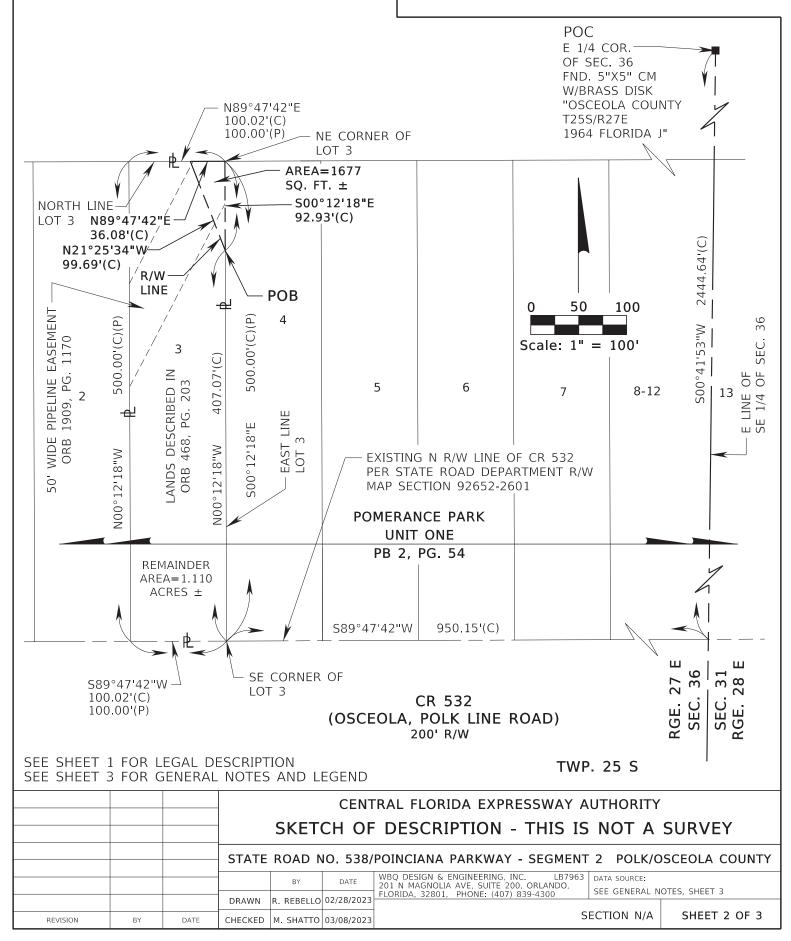
A PORTION OF LOT 3, POMERANCE PARK UNIT ONE, AS RECORDED IN PLAT BOOK 2, PAGE 54 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 468, PAGE 203, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SOUTH 00°41′53" WEST, A DISTANCE OF 2444.64 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532, A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 89°47′42" WEST, A DISTANCE OF 950.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE EAST LINE OF SAID LOT 3 NORTH 00°12′18" WEST, A DISTANCE OF 407.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21°25′34" WEST, A DISTANCE OF 99.69 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE ALONG SAID NORTH LINE NORTH 89°47′42" EAST, A DISTANCE OF 36.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE EAST LINE OF SAID LOT 3; THENCE ALONG THE EAST LINE OF SAID LOT 3 SOUTH 00°12′18" EAST, A DISTANCE OF 92.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1677 SOUARE FEET, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3					
			DRAWN	R.REBELLO	02/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE SEIVERNE IV	0.123, 3.1.22. 3					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 1 OF 3							



### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-53-176 DATED 11/30/2020 AT 8:00 A.M., UPDATED 5/10/2022 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# **LEGEND**

= POINT OF INTERSECTION CHD. = CHORD DISTANCE ID = IDENTIFICATION CB = CHORD BEARING ΙP = IRON PIPE POB = POINT OF BEGINNING = CENTERLINE ΙR = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT P.O.T. = POINT ON TANGENT(C) = CALCULATED DATAIRC = IRON ROD AND CAP PT = POINT OF TANGENCY CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE PROJ. = PROJECT CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS L/A = LIMITED ACCESS = RADIUS AUTHORITY CO. = COUNTYMON. = MONUMENTATION/MONUMENT RR = RAILROAD COR. = CORNERNO. = NUMBER RGE. = RANGEN/A = NOT APPLICABLECM = CONCRETE MONUMENT REF. = REFERENCE CR = COUNTY ROADNL = NAIL R/W = RIGHT OF WAY CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKSEC. = SECTION= DEGREE NT = NON-TANGENT SR = STATE ROAD(D) = DEED DATANTS = NOT TO SCALESO. FT. = SOUARE FEET OR DB = DEED BOOK = OFFICIAL RECORD Τ = TANGENT DR. = DRIVE ORB = OFFICIAL RECORD BOOK TΒ = TANGENT BEARING PG. = PAGE ESMT. = EASEMENT TC = TANGENT TO CURVE PLS = DELTA (CENTRAL ANGLE) = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIPFND. = FOUND= PROPERTY LINE UE = UTILITY EASEMENT (P) = PLAT DATA (F) = FIELD DATAPB = PLAT BOOK FDOT = FLORIDA DEPARTMENT OF PC = POINT OF CURVATURE TRANSPORTATION

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.04 13:01:17 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.



				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY  STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
			STATE										
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE					
UPDATE TITLE	MJS	4/04/2024	DRAWN	R.REBELLO	02/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	JVE					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 3 OF 3							

PROJECT NO. 538-235 PARCEL 53-179

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

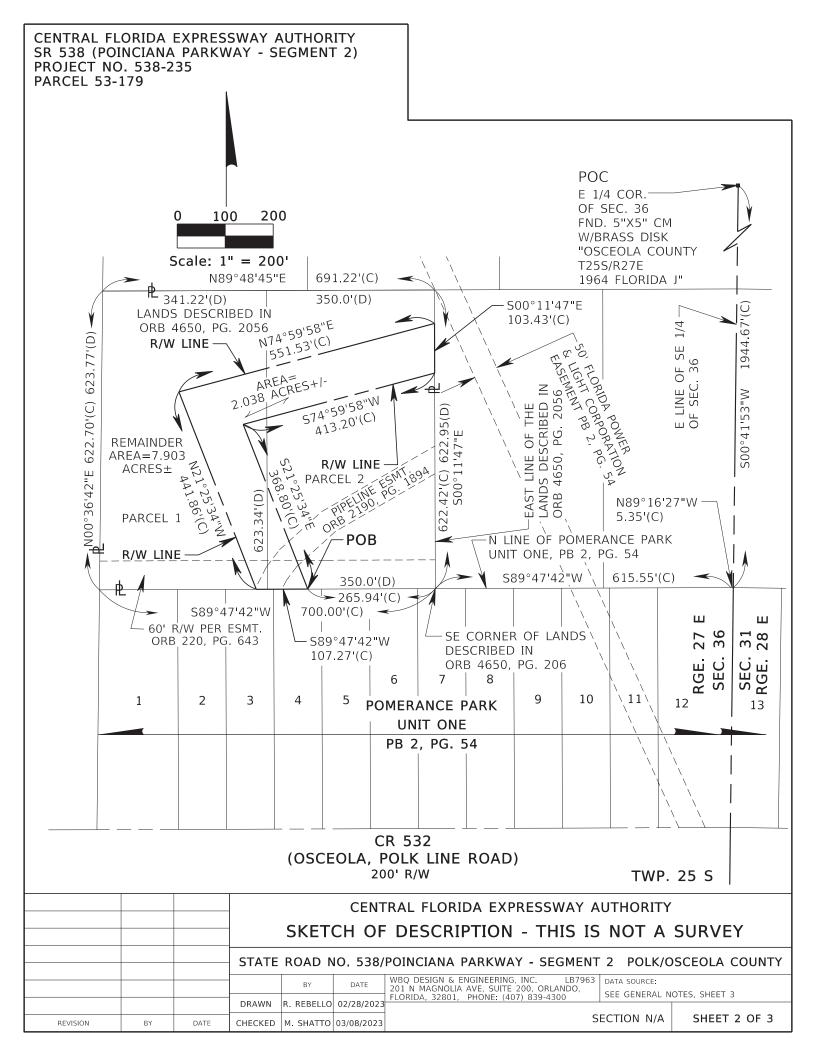
A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4650, PAGE 2056 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 1944.67 FEET TO A POINT ON THE NORTH LINE OF POMERANCE PARK UNIT ONE, AS RECORDED IN PLAT BOOK 2, PAGE 54, OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH LINE THE FOLLOWING FOUR (4) COURSES: NORTH 89°16'27" WEST, A DISTANCE OF 5.35 FEET; THENCE SOUTH 89°47'42" WEST, A DISTANCE OF 615.55 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4650, PAGE 2056; THENCE SOUTH 89°47'42" WEST, A DISTANCE OF 265.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°47'42" WEST, A DISTANCE OF A 107.27 FEET; THENCE DEPARTING SAID NORTH LINE NORTH 21°25'34" WEST, A DISTANCE OF 441.86 FEET; THENCE NORTH 74°59'58" EAST, A DISTANCE OF 551.53 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4650, PAGE 2056; THENCE ALONG SAID EAST LINE SOUTH 00°11'47" EAST, A DISTANCE OF 103.43 FEET; THENCE SOUTH 74°59'58" WEST, A DISTANCE OF 413.20 FEET; THENCE SOUTH 21°25'34" EAST, A DISTANCE OF 368.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.038 ACRES, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 2					
			DRAWN	R.REBELLO	02/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEL GLIVERAL IV	OTES, SHEET S					
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/08/2023	SECTION N/A SHEET 1 OF 3							



# **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, BEING SOUTH 00°41'53" WEST BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-53-179/184 DATED 11/30/2020 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND 3/11/2024 AT 8:00 A.M.

### LEGEND

CHD. = CHORD DISTANCE = POINT OF INTERSECTION ID = IDENTIFICATION CB = CHORD BEARING ΙP = IRON PIPE POB = POINT OF BEGINNING = CENTERLINE ΙR = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT P.O.T. = POINT ON TANGENT(C) = CALCULATED DATAIRC = IRON ROD AND CAP PT = POINT OF TANGENCY CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE PROJ. = PROJECT CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS L/A = LIMITED ACCESS = RADIUS AUTHORITY CO. = COUNTYMON. = MONUMENTATION/MONUMENT RR = RAILROAD COR. = CORNERNO. = NUMBERRGF. = RANGFN/A = NOT APPLICABLEREF. = REFERENCE CM = CONCRETE MONUMENT CR = COUNTY ROADNL = NAIL R/W = RIGHT OF WAY CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKSEC. = SECTION= DEGREE NT = NON-TANGENT SR = STATE ROAD (D) = DEED DATANTS = NOT TO SCALEΤ = TANGENT OR DB = DEED BOOK = OFFICIAL RECORD TB = TANGENT BEARING DR. = DRIVE ORB = OFFICIAL RECORD BOOK TC = TANGENT TO CURVE PG. = PAGE TWP. = TOWNSHIPESMT. = EASEMENT PLS = DELTA (CENTRAL ANGLE) = PROFESSIONAL LAND SURVEYOR IJF = UTILITY EASEMENT FND. = FOUND= PROPERTY LINE (P) = PLAT DATA (F) = FIELD DATAPB = PLAT BOOK FDOT = FLORIDA DEPARTMENT OF PC = POINT OF CURVATURE TRANSPORTATION

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.04 13:02:26 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.



				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
UPDATE TITLE	MJS	4/04/2024	DRAWN	R.REBELLO	02/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	3*2				
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/08/2023	S	ECTION N/A	SHEET 3 OF 3				

PARCEL 53-180

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

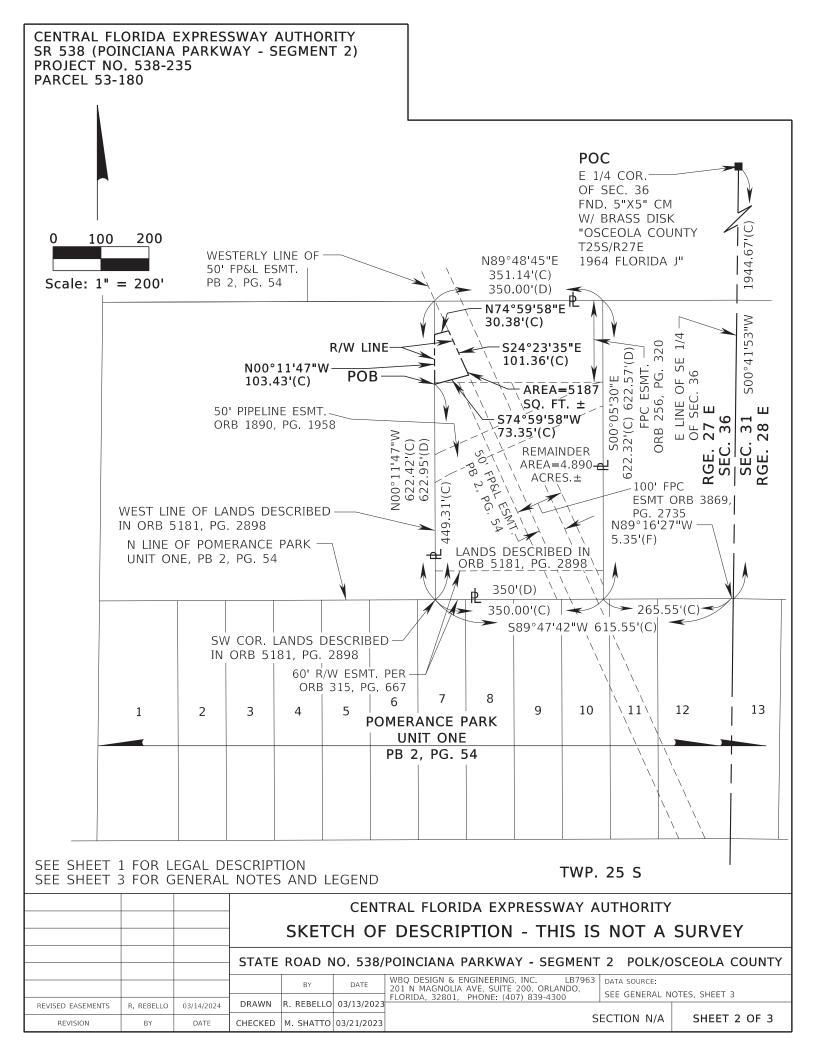
A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5181, PAGE 2898 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 1944.67 FEET TO A POINT ON THE NORTH LINE OF POMERANCE PARK UNIT ONE, AS RECORDED IN PLAT BOOK 2, PAGE 54 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES: THENCE NORTH 89°16'27" WEST, A DISTANCE OF 5.35 FEET; THENCE SOUTH 89°47'42" WEST, A DISTANCE OF 615.55 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5181, PAGE 2898 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES: THENCE NORTH 00°11'47" WEST, A DISTANCE OF 449.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°11'47" WEST, A DISTANCE OF A 103.43 FEET; THENCE NORTH 74°59'58" EAST, A DISTANCE OF 30.38 FEET TO A POINT ON THE WESTERLY LINE OF A 50 FEET FLORIDA POWER AND LIGHT EASEMENT AS SHOWN ON SAID PLAT OF POMERANCE PARK UNIT ONE; THENCE ALONG SAID WESTERLY LINE SOUTH 24°23'35" EAST. A DISTANCE OF 101.36 FEET: THENCE SOUTH 74°59'58" WEST, A DISTANCE OF 73.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 5187 SQUARE FEET, MORE OR LESS.

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

					SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
				STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
					BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3					
				DRAWN	R.REBELLO	03/13/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	0123, 311221 3					
REV	/ISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A SHEET 1 OF 3							



#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-53-180 DATED 11/30/2020 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# LEGEND

= POINT OF INTERSECTION CHD. = CHORD DISTANCE FPC = FLORIDA POWER CORPORATION ΡI = CHORD BEARING ID POB = POINT OF BEGINNING CB = IDENTIFICATION POC = POINT OF COMMENCEMENT = CENTERLINE ĬΡ = IRON PIPE (C) = CALCULATED DATA IR = IRON ROD OR REBAR P.O.T. = POINT ON TANGENTIRC PT = POINT OF TANGENCY = IRON ROD AND CAP CCR = CERTIFIED CORNER RECORD CFX = CENTRAL FLORIDA EXPRESSWAY L = LENGTH OF CURVE PROJ. = PROJECT = LICENSED BUSINESS = RADIUS AUTHORITY LB = COUNTY L/A RR = RAILROAD CO. = LIMITED ACCESS COR. = CORNER MON. = MONUMENTATION/MONUMENT RGE. = RANGE CM = CONCRETE MONUMENT NO. = NUMBER REF. = REFERENCE= NOT APPLICABLE R/W = RIGHT OF WAY CR = COUNTY ROAD N/A = CHESSIE SEABOARD CONSOLIDATED = NAIL NL SEC. = SECTIONCSX = DEGREE N&D = NAIL & DISKSR = STATE ROAD  $\Box$ (D) = DEED DATA NT = NON-TANGENT SO. FT. = SOUARE FEET = DEED BOOK NTS = NOT TO SCALE Τ = TANGENT DB OR = OFFICIAL RECORD TB = TANGENT BEARING DR. = DRIVE ORB = OFFICIAL RECORD BOOK TC = TANGENT TO CURVE ESMT. = EASEMENT= DELTA (CENTRAL ANGLE) PG. Δ = PAGE TWP. = TOWNSHIPFND. = FOUNDPLS = PROFESSIONAL LAND SURVEYOR UE = UTILITY EASEMENT = PROPERTY LINE (F) = FIELD DATA (P) = PLAT DATA FDOT = FLORIDA DEPARTMENT OF PB TRANSPORTATION = PLAT BOOK = POINT OF CURVATURE FP&L = FLORIDA POWER & LIGHT PC

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472 027, FLORIDA STATUTES.

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.04 10:14:06 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.



				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY  STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
			STATE									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
UPDATE TITLE	MJS	4/04/2024	DRAWN	R.REBELLO	03/13/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	342				
REVISION	ВҮ	DATE	CHECKED	м. ѕнатто	03/21/2023	S	SECTION N/A	SHEET 3 OF 3				

PARCEL 53-199

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

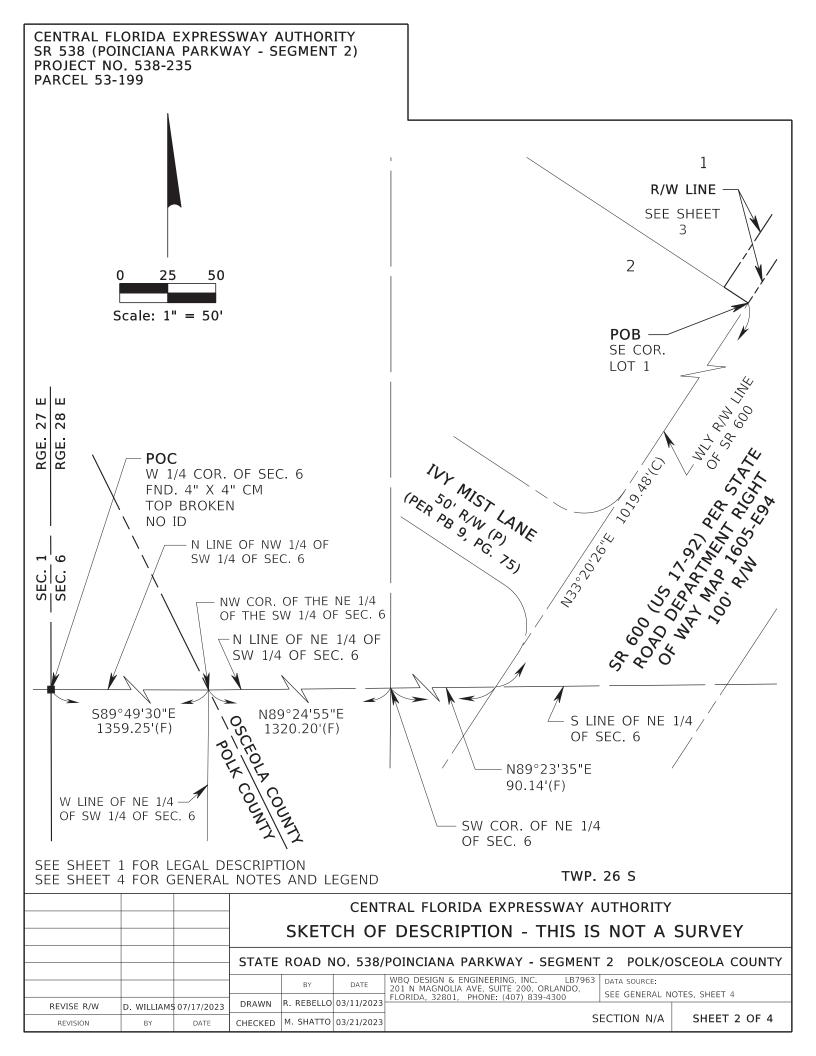
A PORTION OF LOT 1, SUNDOWN VILLAGE UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 94, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5974, PAGE 950 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

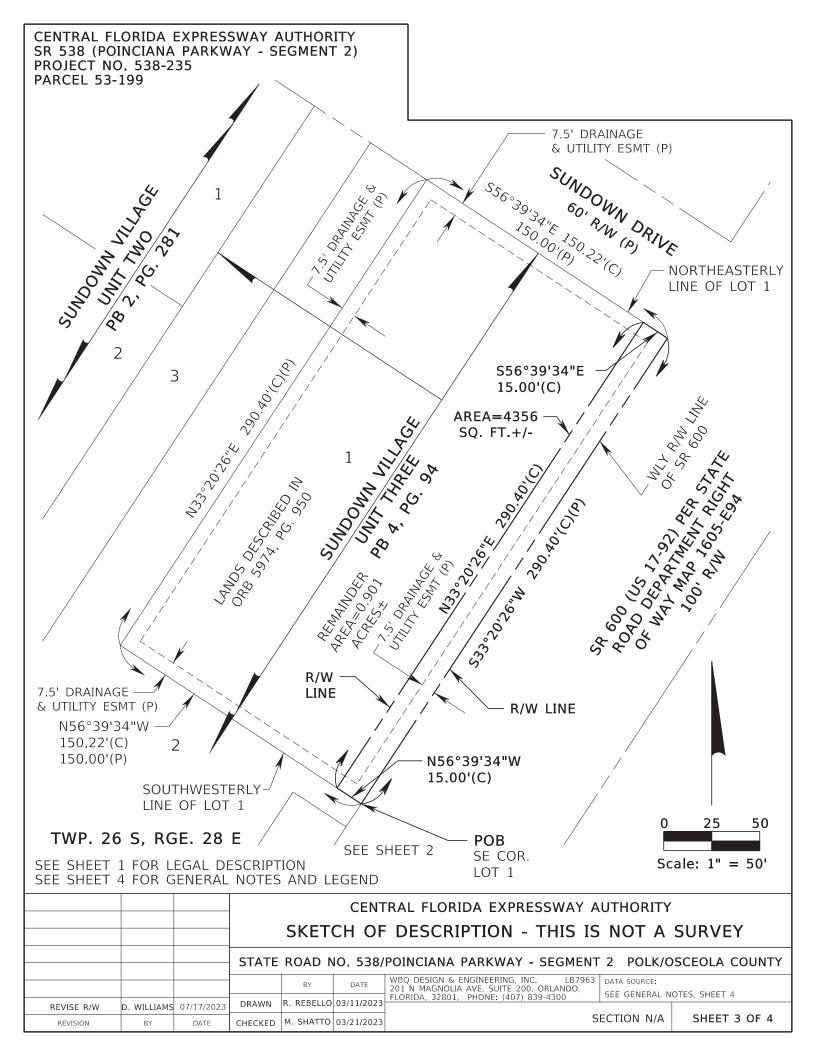
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 90.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 (US 17-92), A 100 FEET WIDE RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 33°20'26" EAST, A DISTANCE OF 1019.48 FEET TO THE SOUTHEAST CORNER OF LOT 1, SUNDOWN VILLAGE UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 94, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 NORTH 56°39'34" WEST, A DISTANCE OF 15.00 FEET: THENCE NORTH 33°20'26" EAST. A DISTANCE OF 290.40 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 56°39'34" EAST, A DISTANCE OF 15.00 FEET TO AFORESAID WESTERLY RIGHT OF WAY LINE: THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 33°20'26" WEST, A DISTANCE OF 290.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 4356 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTIONS SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY					
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET A					
REVISE R/W	D. WILLIAMS	07/17/2023	DRAWN	R. REBELLO	03/11/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 4					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 1 OF 4					





#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING NORTH 89°24'55" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-199 DATED 03/02/2021 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# LEGEND

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.04 10:15:12 -04'00'

MARTIN J. SHATTO, PSM

REVISE R/W

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

M. SHATTO 03/21/2023

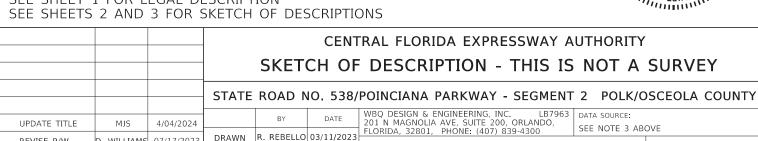
SEE SHEET 1 FOR LEGAL DESCRIPTION

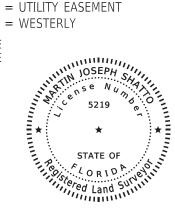
D. WILLIAMS 07/17/2023

DATE

CHECKED

BY





SHEET 4 OF 4

SECTION N/A

PARCEL 53-201A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5756, PAGE 1715 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND THE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 29°40'43" EAST AND A CHORD DISTANCE OF 46.20 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°37'56" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°05'33", A DISTANCE OF 46.20 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5756, PAGE 1715, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE NORTH 89°39'30" EAST, A DISTANCE OF 68.73 FEET; THENCE SOUTH 35°36'15" WEST, A DISTANCE OF 49.41 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE SOUTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE ALONG SAID SOUTH LINE SOUTH 89°39'30" WEST, A DISTANCE OF 62.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 2632 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOL									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 2				
			DRAWN	R. REBELLO	R. REBELLO 06/05/2023 FLORIDA, 32801, PHONE: (407) 839-4300		SEE GENERAL N	OTES, SHEET S				
REVISION	BY	DATE	CHECKED	M. SHATTO	06/05/2023	S	ECTION N/A	SHEET 1 OF 3				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 PARCEL 53-201A EAST LINE, SW 1/4, SW 1/4, SEC. 6 **POC** N LINE OF LANDS SW COR. DESCRIBED IN OF SEC. 6 ORB 5756, PG. 1715 FND. 3" ANGLE IRON R/W LINE NO ID PROGRESS ENERGY ESMT. N89°39'30"E 91.33'(C)  $\Delta = 00^{\circ}05'33''(C)$ PER ORB 7961, PG. 1945 = 46.20'(C)ITEM NO. 222 R = 28649.90'(C)L1 CHD. = 46.20'(C)AREA=2632  $CB = N29^{\circ}40'43"E$ SQ. FT. +/-6  $TB = N29^{\circ}37'56"E$ 500° 40. 1 N89°39'30"E 1210.16'(C) S89°39'30"W 113.79'(C) S LINE OF THE 12 7 127.05'(D) SW 1/4 OF THE SW 1/4 POB R/W LINE REMAINDER AREA = OF SEC. 6 1471 SQ. FT. +/-LANDS DESCRIBED IN ORB 5756, PG. 1715 RGE. RGE. LINE DATA **BEARING DISTANCE** No. L1 N89°39'30"E 68.73'(C) L2 S35°36'15"W 49.41 (C) 50 L3 S89°39'30"W 62.84'(C) Scale: 1'' = 50'SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 3 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 3 DRAWN R. REBELLO 06/05/2023 SECTION N/A SHEET 2 OF 3 REVISION BY DATE CHECKED M. SHATTO 06/05/2023

#### **GENERAL NOTES**

- 1.THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2.THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3.PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-201 DATED 11/18/2020 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND FILE NO. 30362-53-201A DATED 3/11/2024 AT 8:00 A.M.

# LEGEND

CHD.	=	CHORD DISTANCE	ID	= IDENTIFICATION	PC	= POINT OF CURVATURE
СВ	=	CHORD BEARING	ΙP	= IRON PIPE	ΡΙ	= POINT OF INTERSECTION
Q Q	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	= POINT OF BEGINNING
(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T.	= POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT	= POINT OF TANGENCY
		AUTHORITY	L/A	= LIMITED ACCESS	PROJ.	= PROJECT
CO.	=	COUNTY	MON.	= MONUMENTATION/MONUMENT	R	= RADIUS
COR.	=	CORNER	NELY	= NORTHEASTERLY	RR	= RAILROAD
CM	=	CONCRETE MONUMENT	NO.	= NUMBER	RGE.	= RANGE
CR	=	COUNTY ROAD	N/A	= NOT APPLICABLE	REF.	= REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	NL	= NAIL	R/W	= RIGHT OF WAY
D	=	DEGREE	N&D	= NAIL & DISK	SEC.	= SECTION
(D)	=	DEED DATA	NT	= NON-TANGENT	SR	= STATE ROAD
DB	=	DEED BOOK	NTS	= NOT TO SCALE	SQ. F	Γ.= SQUARE FEET
DR.	=	DRIVE	OR	= OFFICIAL RECORD	Τ	= TANGENT
ESMT	. =	EASEMENT	ORB	= OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
Δ	=	DELTA (CENTRAL ANGLE)	PEF	= PROGRESS ENERGY FLORIDA	TC	= TANGENT TO CURVE
FND.	=	FOUND	PG.	= PAGE	TWP.	= TOWNSHIP
(F)	=	FIELD DATA	PLS	= PROFESSIONAL LAND SURVEYOR	UE	= UTILITY EASEMENT
F.P.	=	FINANCIAL PROJECT	PL	= PROPERTY LINE		
FDOT	=	FLORIDA DEPARTMENT OF	(P)	= PLAT DATA		
		TRANSPORTATION	PB	= PLAT BOOK		

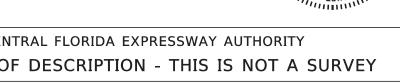
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.04 10:16:24 -04'00'

MARTIN I. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.



			_	CENTRAL FLORIDA EXPRESSWAY AUTHORITY										
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY						
			BY DA	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABOVE								
UPDATE TITLE	MJS	4/04/2024	DRAWN	AWN REBELLO 06/05/2023 FLORIDA,		FLORIDA, 32801, PHONE: (407) 839-4300	SEL NOTE 3 AD	01						
REVISION	BY	DATE	CHECKED	M. SHATTO	06/05/2023	SECTION N/A SHEET								

PARCEL 53-201B PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

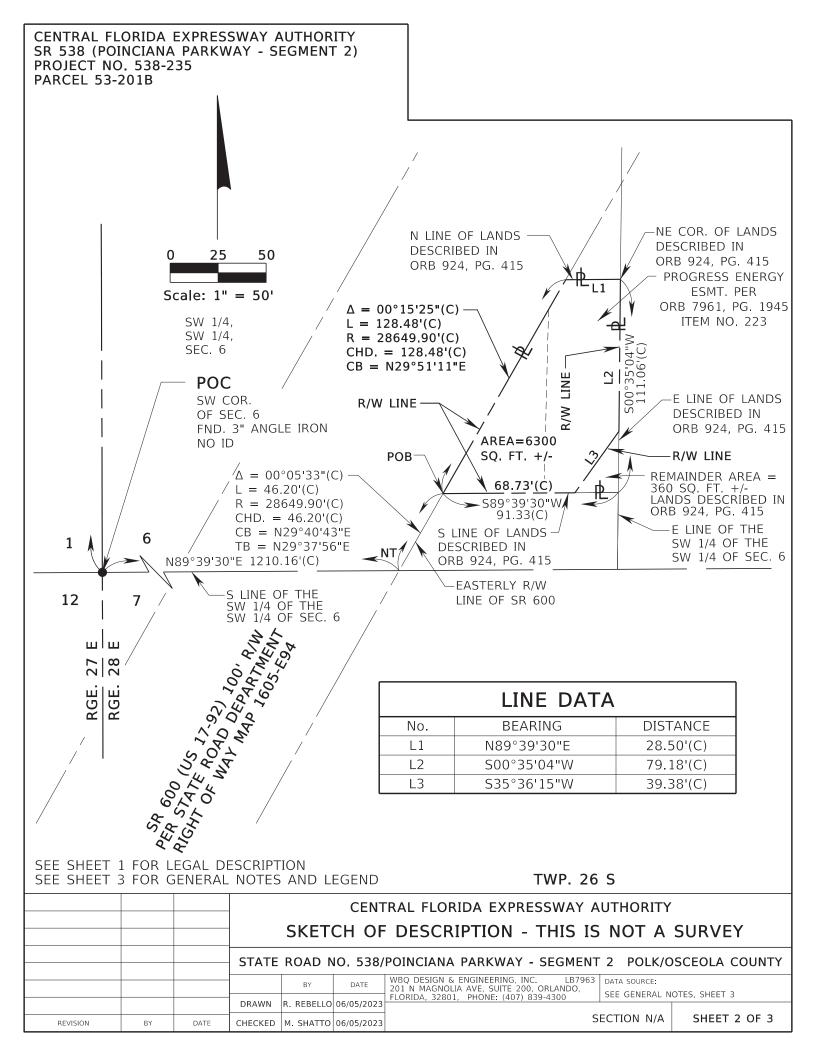
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 924, PAGE 415 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 29°40'43" EAST AND A CHORD DISTANCE OF 46.20 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°37'56" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°05'33", A DISTANCE OF 46.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET. A CHORD BEARING OF NORTH 29°51'11" EAST AND A CHORD DISTANCE OF 128.48 FEET: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°15'25", A DISTANCE OF 128.48 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 924, PAGE 415, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE NORTH 89°39'30" EAST, A DISTANCE OF 28.50 FEET TO THE NORTHEAST CORNER OF SAID LANDS: THENCE ALONG THE EAST LINE OF SAID LANDS SOUTH 00°35'04" WEST, A DISTANCE OF 79.18 FEET; THENCE SOUTH 35°36'15" WEST, A DISTANCE OF 39.38 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°39'30" WEST, A DISTANCE OF 68.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 6300 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY					
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 2					
			DRAWN	R. REBELLO	06/05/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JLL GLINERAL IN						
REVISION	BY	DATE	CHECKED	M. SHATTO	06/05/2023	S	ECTION N/A	SHEET 1 OF 3					



### **GENERAL NOTES**

- 1.THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2.THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3.PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-202 DATED 11/18/2020 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

	HD.	=	CHORD DISTANCE	ID	=	= IDENTIFICATION	PC	= POINT OF CURVATURE
C	В	=	CHORD BEARING	ΙP	=	= IRON PIPE	ΡΙ	= POINT OF INTERSECTION
Q	· <u>·</u>	=	CENTERLINE	IR	=	= IRON ROD OR REBAR	POB	= POINT OF BEGINNING
((	C)	=	CALCULATED DATA	IRC	=	IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
c	CR	=	CERTIFIED CORNER RECORD	L	=	LENGTH OF CURVE	P.O.T.	= POINT ON TANGENT
<b> </b> c	FX	=	CENTRAL FLORIDA EXPRESSWAY	LB	=	LICENSED BUSINESS	PT	= POINT OF TANGENCY
			AUTHORITY	L/A		= LIMITED ACCESS	PROJ.	= PROJECT
l c	0.	=	COUNTY	MON.	=	MONUMENTATION/MONUMENT	R	= RADIUS
l c	OR.	=	CORNER	NELY	=	NORTHEASTERLY	RR	= RAILROAD
l c	M	=	CONCRETE MONUMENT	NO.	=	NUMBER	RGE.	= RANGE
l c	R	=	COUNTY ROAD	N/A	=	NOT APPLICABLE	REF.	= REFERENCE
<b> </b> c	SX	=	CHESSIE SEABOARD CONSOLIDATED	NL	=	= NAIL	R/W	= RIGHT OF WAY
D	)	=	DEGREE	N&D	=	= NAIL & DISK	SEC.	= SECTION
]) [	D)	=	DEED DATA	NT	=	NON-TANGENT	SR	= STATE ROAD
D	В	=	DEED BOOK	NTS	=	NOT TO SCALE	SQ. F	T.= SQUARE FEET
D	R.	=	DRIVE	OR	=	OFFICIAL RECORD	Τ	= TANGENT
lΕ	SMT.	=	EASEMENT	ORB	=	OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
Δ		=	DELTA (CENTRAL ANGLE)	PEF	=	PROGRESS ENERGY FLORIDA	TC	= TANGENT TO CURVE
F	ND.	=	FOUND	PG.	=	PAGE	TWP.	= TOWNSHIP
	F)	=	FIELD DATA	PLS	=	PROFESSIONAL LAND SURVEYOR	UE	= UTILITY EASEMENT
1 '	DOT	=	FLORIDA DEPARTMENT OF	P	=	PROPERTY LINE		
	- 1		TRANSPORTATION	(P)		PLAT DATA		
				РB		= PLAT BOOK		
I								

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.04 10:17:42 -04'00'

BY

MARTIN J. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE

CHECKED



		STATE	ROAD N	JO 538/	ΡΟΙΝΟΙΔΝΔ	PARKWAY	- SEGMENT	- 2	POLK/OSCEOLA COUNT	Υ
ı		31/112	NOND I	10. 330,	1 011101711171	. / (((((()	SEGNER	_	102100502027 000111	•
					WBQ DESIGN & E	ENGINEEDING IN	IC I D7062	D.1.T.	SOURCE:	
П		1	DV.	DATE	I MADO DESIGN & I	LINGINLLKING, IN	IC. LD/903	DATA	SOURCE:	

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE DRAWN REBELLO 06/05/2023 UPDATE TITLE 4/04/2024

M. SHATTO 06/05/2023

SECTION N/A

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-202** 

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

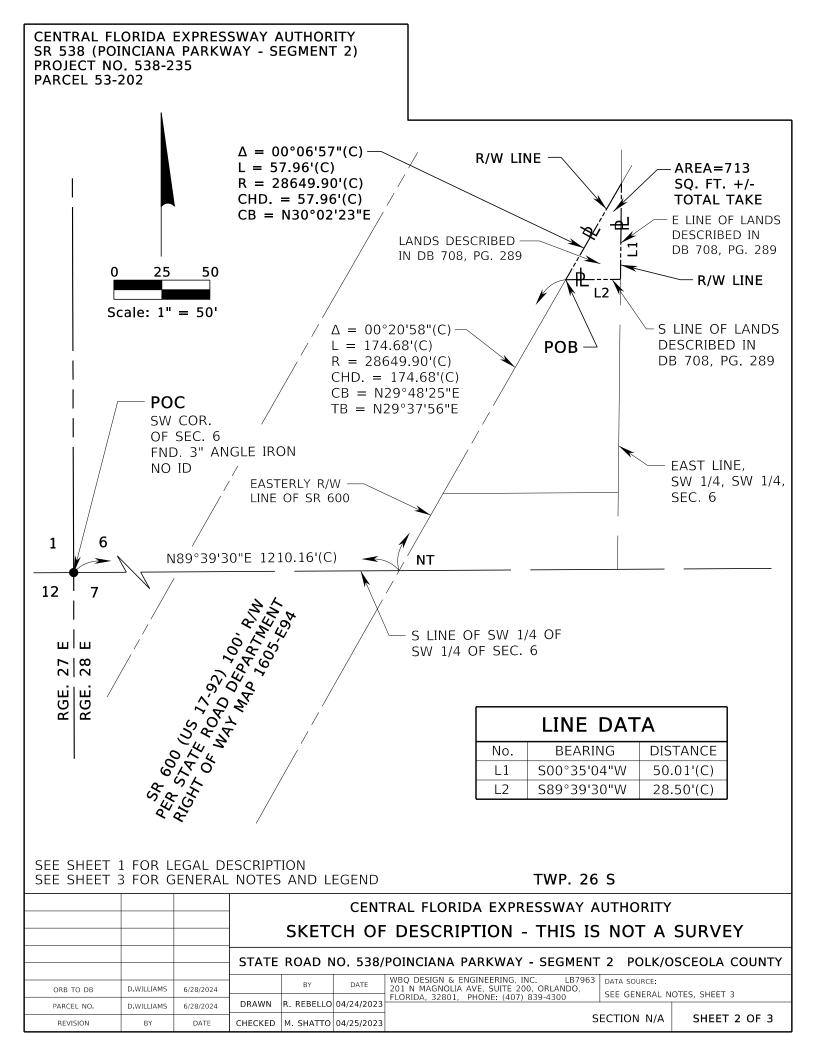
### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 708, PAGE 289 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 29°48'25" EAST AND A CHORD DISTANCE OF 174.68 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°37'56" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°20'58", A DISTANCE OF 174.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 30°02'23" EAST AND A CHORD DISTANCE OF 57.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°06'57", A DISTANCE OF 57.96 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN DEED BOOK 708, PAGE 289, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE SOUTH 00°35'04" WEST, A DISTANCE OF 50.01 FEET TO A POINT ON SOUTH LINE OF SAID LANDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°39'30" WEST, A DISTANCE OF 28.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 713 SQUARE FEET, MORE OR LESS.

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
LEGAL	D.WILLIAMS	06/28/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
PARCEL NO.	D.WILLIAMS	06/28/2024	DRAWN	R. REBELLO	04/24/2023			
REVISION	BY	DATE	CHECKED	м. ѕнатто	04/25/2023	S	ECTION N/A	SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-202

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3 PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-GAP-062628 DATED 03/08/2023 AT 8:00 A.M., UPDATED 04/18/2024 AT 8:00 A.M.

#### **LEGEND**

CHD.	=	CHORD DISTANCE	ID	= IDENTIFICATION	PC	= POINT OF CURVATURE
СВ	=	CHORD BEARING	ΙP	= IRON PIPE	ΡΙ	= POINT OF INTERSECTION
Q.	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	= POINT OF BEGINNING
(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T.	= POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT	= POINT OF TANGENCY
		AUTHORITY	L/A	= LIMITED ACCESS	PROJ.	= PROJECT
CO.	=	COUNTY	MON.	= MONUMENTATION/MONUMENT	R	= RADIUS
COR.	=	CORNER	NELY	= NORTHEASTERLY	RR	= RAILROAD
CM	=	CONCRETE MONUMENT	NO.	= NUMBER	RGE.	= RANGE
CR	=	COUNTY ROAD	N/A	= NOT APPLICABLE	REF.	= REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	NL	= NAIL	R/W	= RIGHT OF WAY
D	=	DEGREE	N&D	= NAIL & DISK	SEC.	= SECTION
(D)	=	DEED DATA	NT	= NON-TANGENT	SR	= STATE ROAD
DB	=	DEED BOOK	NTS	= NOT TO SCALE	SQ. F	Γ.= SQUARE FEET
DR.	=	DRIVE	OR	= OFFICIAL RECORD	Τ	= TANGENT
ESMT.	=	EASEMENT	ORB	= OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
Δ	=	DELTA (CENTRAL ANGLE)	PEF	= PROGRESS ENERGY FLORIDA	TC	= TANGENT TO CURVE
FND.	=	FOUND	PG.	= PAGE	TWP.	= TOWNSHIP
(F)	=	FIELD DATA	PLS	= PROFESSIONAL LAND SURVEYOR	UE	= UTILITY EASEMENT
F.P.	=	FINANCIAL PROJECT	PL	= PROPERTY LINE		
FDOT	=	FLORIDA DEPARTMENT OF	(P)	= PLAT DATA		
		TRANSPORTATION	PB	= PLAT BOOK		

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

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.07.01 06:59:53 -04'00'

MARTIN J. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

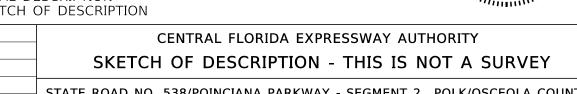
M. SHATTO 04/25/2023

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

DATE

CHECKED

BY



PARCEL NO. D.WILLIAMS 6/28/2024 DRAWN REBELLO 04/24/2023 DRAWN REBELLO 04/24/2023 POLK/OSCEOLA COUNTY

SECTION N/A

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-203

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10191, PAGE 2116 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1323.96 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10191, PAGE 2116, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 00°35'04" EAST. A DISTANCE OF 71.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°35'04" EAST, A DISTANCE OF 129.19 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET. A CHORD BEARING OF NORTH 30°09'45" EAST AND A CHORD DISTANCE OF 64.94 FEET; THENCE FROM A TANGENT BEARING OF NORTH 30°05'51" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°07'48", A DISTANCE 64.94 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE ALONG THE NORTH LINE OF SAID LANDS NORTH 89°39'30" EAST, A DISTANCE OF 100.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27927.00 FEET, A CHORD BEARING OF SOUTH 30°06'09" WEST AND A CHORD DISTANCE OF 205.47 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 30°18'48" WEST, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'18", A DISTANCE OF 205.47 FEET; THENCE NORTH 60°06'30" WEST, A DISTANCE OF 21.06 FEET; THENCE SOUTH 35°36'15" WEST, A DISTANCE OF 22.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 13518 SQUARE FEET, MORE OR LESS.

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS					
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY			
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3			
			DRAWN	J. J PIERRE	03/22/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	,			
REVISION	ВҮ	DATE	CHECKED	CHECKED M. SHATTO 03/30/2023 SECTION N/A SHEET 1 OF 3							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-203** N LINE OF LANDS NW COR. OF LANDS DESCRIBED IN DESCRIBED IN ORB 10191, PG. 2116 ORB 10191, PG, 2116 R/W LINE 139.14'(C) N89°39'30"E NT  $\Delta = 00^{\circ}07'48''(C)$ L = 64.94'(C)N89°39'30"E R = 28649.90'(C)100.73'(C) CHD = 64.94'(C) $CB = N30^{\circ}09'45"E$  $TB = N30^{\circ}05'51''E$ EASTERLY R/W LINE OF SR 600 R/W LINE 0 25 REMAINDER NT AREA = 21133256'( AREA = 13518 SQ. FT. +/-Scale: 1'' = 50'SQ. FT. +/-LANDS DESCRIBED IN ORB 10191, PG. 2116 R/W LINE S00°35'04"W 257.03'(C) N00°35'04"E 129.19'(C) = 00°25'18"(C) = 205.47(C) L = 205.47(C) R = 27927.00'(C) CHD. = 205.47'(C) CB = \$30°06'09"W SE 1/4, SW 1/4, SEC. 6 N00°35'04"E 201.08'(C) S89°39'30"W SW 1/4, 65.01'(C) SW 1/4, SEC. 6 S00°35'04"W 130.02'(C) N00°35'04"W 130.02'(C) **POC** <del>-</del> SW CORNER OF SECTION 6 POB W LINE OF LANDS FND. 3" ANGLE IRON DESCRIBED IN NO ID ORB 10191, PG. 2116 1 6 N89°39'30"E 1323.96'(C) S LINE OF THE SW 1/4 OF SW 1/4 OF SEC. 6 S89°39'30"W S89°39'30"W 12 7 70.01'(C) 36.18'(C) ш ш SW COR. OF LANDS  $\infty$ 2 2 DESCRIBED IN LINE DATA ORB 10191, PG. 2116 GE. GE. AND THE SW COR. OF **BEARING** No. DISTANCE Ř  $\propto$ THE SE 1/4 OF THE SW 1/4 OF SEC. 6 L1 N60°06'30"W 21.06'(C) L2 S35°36'15"W 22.96'(C) SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND TWP. 26 S CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: DATE SEE GENERAL NOTES, SHEET 3 DRAWN J. J PIERRE 03/22/2023 SECTION N/A SHEET 2 OF 3 M. SHATTO 03/30/2023 REVISION BY DATE CHECKED

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-203** 

#### **GENERAL NOTES**

- 1.THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2.THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3.PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-203 DATED 11/19/2020 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

CHD. = CB = (C) = CCR = CFX = CO. = COR. = CM = CR = CSX = D =	= = = = = = = = = = = = = = = = = = =	CHORD DISTANCE CHORD BEARING CENTERLINE CALCULATED DATA CERTIFIED CORNER RECORD CENTRAL FLORIDA EXPRESSWAY AUTHORITY COUNTY CORNER CONCRETE MONUMENT COUNTY ROAD CHESSIE SEABOARD CONSOLIDATED DEGREE	L/A	= LIMITED ACCESS = MONUMENTATION/MONUMENT = NORTHEASTERLY = NUMBER = NOT APPLICABLE = NAIL	PT	= POINT OF CURVATURE = POINT OF INTERSECTION = POINT OF BEGINNING = POINT OF COMMENCEMENT = POINT ON TANGENT = POINT OF TANGENCY = PROJECT = RADIUS = RAILROAD = RANGE = REFERENCE = RIGHT OF WAY = SECTION
DB = DR. = ESMT. = Δ = FND. = (F) = FDOT =	= = = = = = = = = = = = = = = = = = = =	DEED BOOK DRIVE EASEMENT DELTA (CENTRAL ANGLE) FOUND FIELD DATA FINANCIAL PROJECT FLORIDA DEPARTMENT OF TRANSPORTATION	NTS OR ORB PEF PG. PLS P(P) PB	<ul> <li>NOT TO SCALE</li> <li>OFFICIAL RECORD</li> <li>OFFICIAL RECORD BOOK</li> <li>PROGRESS ENERGY FLORIDA</li> <li>PAGE</li> <li>PROFESSIONAL LAND SURVEYOR</li> <li>PROPERTY LINE</li> <li>PLAT DATA</li> <li>PLAT BOOK</li> </ul>	SWLY T TB TC	

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

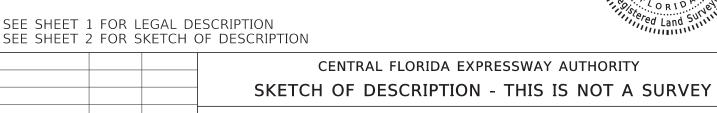
Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.04 10:18:55 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION



STATE ROAD N	NO. 538/	POINCIANA PARKWAY - SEGN	MENT 2	POLK/OSCEOLA COUNTY
		WBO DESIGN & ENGINEERING, INC. L	B7963 DA-	TA COURCE.

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE

DRAWN J. J PIERRE 03/22/2023 UPDATE TITLE 4/04/2024 SECTION N/A REVISION BY DATE CHECKED M. SHATTO 03/30/2023

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-204

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11003, PAGE 1462 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6. TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA: THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 29°55'48" EAST AND A CHORD DISTANCE OF 297.58 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°37'56" EAST. NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°35'42", A DISTANCE OF 297.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 30°17'08" EAST AND A CHORD DISTANCE OF 58.11 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°06'58", A DISTANCE OF 58.11 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 307.0 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE NORTH 89°39'30" EAST, A DISTANCE OF 100.84 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27927.00 FEET, A CHORD BEARING OF SOUTH 30°22'23" WEST AND A CHORD DISTANCE OF 58.16 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 30°25'57" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°07'10", A DISTANCE OF 58.16 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°39'30" WEST, A DISTANCE OF 100.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 5039 SQUARE FEET, MORE OR LESS.

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
			DRAWN	J. J PIERRE	03/22/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	OTES, SHEET S
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023	S	ECTION N/A	SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-204** N LINE OF THE S 307.0 FEET OF THE SE 1/4 OF THE SW 1/4 OF SEC. 6 EAST LINE SW 1/4, SW 1/4, SEC. 6 AREA=5039 SQ. FT. +/-R/W LINE  $\Delta = 00^{\circ}06'58''(C)$ L = 58.11'(C)N89°39'30"E 1108.75'(C) R = 28649.90'(C)NT/ PFF CHD = 58.11'(C)ESMT.  $CB = N30^{\circ}17'08''E$  $\Delta = 00^{\circ}07'10''(C)$ ORB 7739 PG. 203 L L = 58.16'(C)R = 27927.00'(C)POB CHD. = 58.16'(C) $CB = S30^{\circ}22'23"W$  $TB = S30^{\circ}25'57"W$ S LINE LANDS DESCRIBED IN REMAINDER \$89°39'30"W ORB 11003, PG. 1462 284.76'(C) AREA = 6.603ACRES +/- LANDS 35'04"| 77'(C) DESCRIBED IN  $\Delta = 00^{\circ}35'42''(C)$ N00°35'( 153,77' ORB 11003, PG. 1462 L=297.58'(C)SE 1/4, /SW 1/4, R=28649.90'(C) SW 1/4, SW 1/4, SUBJECT TO ESMT. CHD = 297.58'(C)& R/W PER DB 515, SEC. 6 SEC. 6 CB=N29°55'48"E PG. 98 TB=N29°37'56"E 6 1 NT S89°39'30"W 868.00'(C) 12 S LINE OF THE SE 1/4 OF S LINE OF THE SW 1/4 OF THE SW 1/4 OF SEC. 6 THE SW 1/4 OF SEC. 6 LINE DATA N89°39'30"E 1210.16'(C) **BEARING DISTANCE** ш ш NO. N89°39'30"E S89°39'30"W N00°35'04"E 100.84'(C) 100.73'C) 103.26'(C) 139.14'(C)  $\infty$ POC SW CORNER OF SECTION 6 RGE. S89°39'30"W FND. 3" ANGLE IRON Ū NO ID 100 50 SEE SHEET 1 FOR LEGAL DESCRIPTION Scale: 1" = 100'TWP. 26 S SEE SHEET 3 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL NOTES, SHEET 3 DRAWN J. J PIERRE 03/22/2023 SECTION N/A SHEET 2 OF 3 REVISION BY DATE CHECKED M. SHATTO 03/30/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-204** 

#### **GENERAL NOTES**

- 1.THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2.THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901). 1983 NORTH AMERICAN DATUM. 2011 ADJUSTMENT.
- 3.PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-204 DATED 11/19/2020 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

I -			
CHD. = CHORD DISTANCE	ID	= IDENTIFICATION	PC = POINT OF CURVATURE
CB = CHORD BEARING	ΙP	= IRON PIPE	PI = POINT OF INTERSECTION
Q = CENTERLINE	IR	= IRON ROD OR REBAR	POB = POINT OF BEGINNING
(C) = CALCULATED DATA	IRC	= IRON ROD AND CAP	POC = POINT OF COMMENCEMENT
CCR = CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T. = POINT ON TANGENT
CFX = CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT = POINT OF TANGENCY
AUTHORITY	L/A	= LIMITED ACCESS	PROJ. = PROJECT
CO. = COUNTY	MON.	= MONUMENTATION/MONUMENT	R = RADIUS
COR. = CORNER	NO.	= NUMBER	RR = RAILROAD
CM = CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RGE. = RANGE
CR = COUNTY ROAD	NL	= NAIL	REF. = REFERENCE
CSX = CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	R/W = RIGHT OF WAY
D = DEGREE	NT	= NON-TANGENT	SEC. = SECTION
(D) = DEED DATA	NTS	= NOT TO SCALE	SR = STATE ROAD
DB = DEED BOOK	OR	= OFFICIAL RECORD	SQ. FT.= SQUARE FEET
DR. = DRIVE	ORB	= OFFICIAL RECORD BOOK	SWLY = SOUTHWESTERLY
ESMT. = EASEMENT	PEF	= PROGRESS ENERGY FLORIDA	T = TANGENT
$\Delta$ = DELTA (CENTRAL ANGLE)	PG.	= PAGE	TB = TANGENT BEARING
FND. = FOUND	PLS	= PROFESSIONAL LAND SURVEYOR	TC = TANGENT TO CURVE
(F) = FIELD DATA	P	= PROPERTY LINE	TWP. = TOWNSHIP
FDOT = FLORIDA DEPARTMENT OF	(P)	= PLAT DATA	UE = UTILITY EASEMENT
TRANSPORTATION	PB	= PLAT BOOK	

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

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.04 10:20:01 -04'00'

MARTIN I SHATTO PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION



	STATE	ROAD I	NO. 538/	POINCIANA PARKWAY - SEGMEN	T 2	POLK/OSCEOLA COUNTY
		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,		TA SOURCE: E NOTE 3 ABOVE
				] ELODIDA 22001 DUONE, (407) 020 4200	1 25	E NOTE 3 ABOVE

FLORIDA, 32801, PHONE: (407) 839-4300 DRAWN J. J PIERRE 03/22/2023 UPDATE TITLE 4/04/2024 REVISION BY DATE CHECKED M. SHATTO 03/30/2023

SECTION N/A

SHEET 3 OF 3

LORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-205** 

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8449, PAGE 2268 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 29°59'17" EAST AND A CHORD DISTANCE OF 355.68 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°37'56" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°42'41", A DISTANCE OF 355.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 30°56'15" EAST AND A CHORD DISTANCE OF 594.04 FEET; THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 01°11'17", A DISTANCE OF 594.05 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8449, PAGE 2268 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY LINE SOUTH 80°42'43" EAST, A DISTANCE OF 93.65 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27927.00 FEET, A CHORD BEARING OF SOUTH 31°01'25" WEST AND A CHORD DISTANCE OF 576.24 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 31°36'53" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°10'56", A DISTANCE OF 576.25 FEET A POINT ON THE SOUTHERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°39'30" WEST, A DISTANCE OF 100.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.164 ACRES, MORE OR LESS.

					SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS					
H				STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY			
H					BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A			
Г				DRAWN	J. J PIERRE	03/23/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	,			
	REVISION	BY	DATE	CHECKED	CHECKED M. SHATTO 03/30/2023 SECTION N/A SHEET 1 OF 4							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-205** R/W LINE S80°42'43"E CURVE C1 11.66'(C) 623.4'(D)  $\Delta = 00^{\circ}42'41''(C)$ L = 355.68'(C)R = 28649.90'(C)580°5 59°5'59'5' W.(C)'53"W CHD = 355.68'(C) $CB = N29^{\circ}59'17"E$  $TB = N29^{\circ}37'56"E$ NORTHERLY LINE  $\Delta = 01^{\circ}11'17"(C)$ LANDS DESCRIBED L = 594.05'(C)IN ORB 8449, R = 28649.90'(C)PG. 2268 CHD. = 594.04'(C)R/W LINE  $^{\circ}$ CB = N30°56'15"ESUBJECT TO ESMT. PER DB 421, PG. 359 SHEET 4REA 4CAES 1.164 H  $\Delta = 01^{\circ}10'56''(C)$ L = 576.25'(C)R = 27927.00'(C)CHD. = 576.24'(C) $CB = S31^{\circ}01'25"W$  $TB = S31^{\circ}36'53"W$ R/W LINE REMAINDER AREA = 7.886 ACRES +/-LANDS DESCRIBED IN ORB 8449, PG. 2268 **EASTERLY** шІШ R/W LINE SOUTHERLY LINE LANDS DESCRIBED IN ORB 8449, RGE. PG. 2268 POC S89°39'30"W 1108.75'(C) SW CORNER R/W LINE OF SEC. 6 307.00'(D) FND. 3" ANGLE IRON NO ID **POB** N89°39'30"E 1210.16'(C) 1 50 100 S LINE OF SE 1/4 S LINE OF SW 1/4 OF SW 1/4 OF SEC. 6 OF SW 1/4 OF SEC. 6 Scale: 1"=100' SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND TWP. 26 S CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 DRAWN J. J PIERRE 03/23/2023

REVISION

BY

DATE

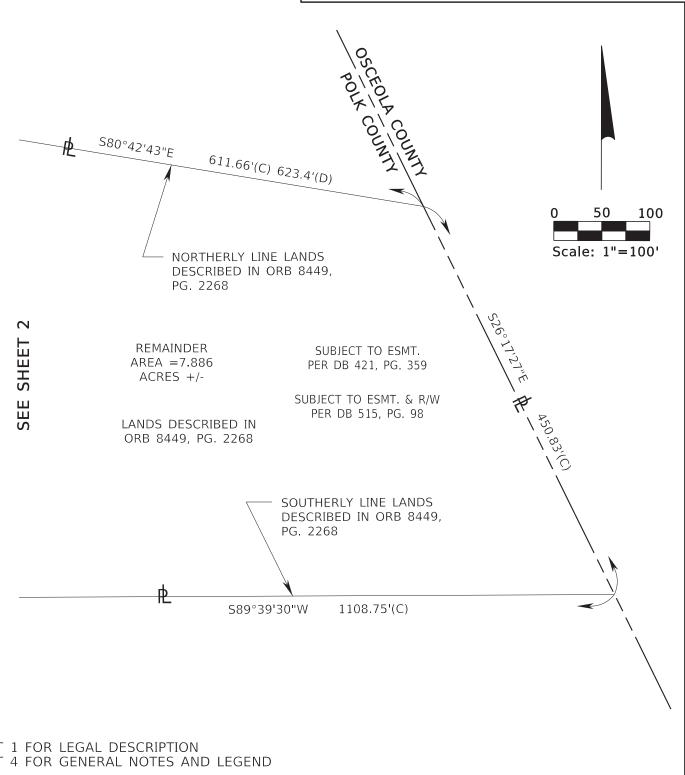
CHECKED

M. SHATTO 03/30/2023

SECTION N/A

SHEET 2 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-205** 



SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

			_	CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 4				
			DRAWN	J. J PIERRE	03/23/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 4				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023	S	ECTION N/A	SHEET 3 OF 4				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-205

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-205 DATED 11/19/2020 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

PC CHD. = CHORD DISTANCE ID = IDENTIFICATION = POINT OF CURVATURE = IRON PIPE CB = CHORD BEARING ĬΡ ΡĪ = POINT OF INTERSECTION = CENTERLINE IR = IRON ROD OR REBAR POB = POINT OF BEGINNING (C) = CALCULATED DATAIRC = IRON ROD AND CAP POC = POINT OF COMMENCEMENT CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE P.O.T. = POINT ON TANGENT= POINT OF TANGENCY CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS **AUTHORITY** L/A = LIMITED ACCESS PROJ. = PROJECT CO. = COUNTYMON. = MONUMENTATION/MONUMENT = RADIUS COR. = CORNERNO. = NUMBER RR = RAILROAD = NOT APPLICABLE CM = CONCRETE MONUMENT N/A RGE. = RANGECR = COUNTY ROAD NL = NAIL REF. = REFERENCE CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISK R/W = RIGHT OF WAY SEC. = SECTIOND = DEGREE NT = NON-TANGENT NTS = NOT TO SCALE (D) = DEED DATASR = STATE ROAD = OFFICIAL RECORD DB = DEED BOOK OR SQ. FT. = SQUARE FEET ORB Τ DR. = DRIVE= OFFICIAL RECORD BOOK = TANGENT ESMT. = EASEMENT PEF = PROGRESS ENERGY FLORIDA TB = TANGENT BEARING PG. = PAGE = DELTA (CENTRAL ANGLE) TC = TANGENT TO CURVE PLS = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP FND. = FOUNDP = PROPERTY LINE UE = UTILITY EASEMENT (F) = FIELD DATA(P) FDOT = FLORIDA DEPARTMENT OF = PLAT DATA **TRANSPORTATION** PB = PLAT BOOK

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.04 10:21:12 -04'00'

MARTIN J. SHATTO. PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIP



IAIE	KUAD	NO. 556	POINCIANA	PARKWAI	- SEGMENT	Z POLK	/USCEULA	COUNTI
	P.V	DATE	WBQ DESIGN &	ENGINEERING, II	NC. LB7963	DATA SOURCE:		

Sered Land Sur

SHEET 4 OF 4

BY DATE 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE

UPDATE TITLE MJS 4/04/2024 DRAWN J. J PIERRE 03/23/2023

REVISION BY DATE CHECKED M. SHATTO 03/30/2023 SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-206 PARTS A-C PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART A

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1871, PAGE 491 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 30°34'55" EAST AND A CHORD DISTANCE OF 949.69 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°37'56" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 01°53'58", A DISTANCE OF 949.74 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 31°43'35" EAST AND A CHORD DISTANCE OF 194.83 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°23'23", A DISTANCE OF 194.83 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1871, PAGE 491 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE SOUTH 80°42'42" EAST, A DISTANCE OF 104.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF SOUTH 31°58'46" WEST AND A CHORD DISTANCE OF 42.92 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°01'24" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°05'17", A DISTANCE OF 42.92 FEET; THENCE SOUTH 43°14'22" WEST, A DISTANCE OF 50.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27927.00 FEET, A CHORD BEARING OF SOUTH 31°43'26" WEST AND A CHORD DISTANCE OF 106.40 FEET: THENCE FROM A TANGENT BEARING OF SOUTH 31°49'59" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°13'06", A DISTANCE OF 106.40 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 80°42'43" WEST, A DISTANCE OF 93.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 17551 SQUARE FEET, MORE OR LESS.

			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY				
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 6				
REVISED SHEET NUMBER	R. REBELLO	12/01/2023	DRAWN	R. REBELLO	03/22/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	OTES, SHEET 0				
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/30/2023	S	ECTION N/A	SHEET 1 OF 6				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-206 PARTS A-C

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1871, PAGE 491 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 30°34'55" EAST AND A CHORD DISTANCE OF 949.69 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°37'56" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 01°53'58", A DISTANCE OF 949.74 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1871, PAGE 491 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 31°43'35" EAST AND A CHORD DISTANCE OF 194.83 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°23'23", A DISTANCE OF 194.83 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1871, PAGE 491 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE SOUTH 80°42'42" EAST, A DISTANCE OF 104.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 80°42'42" EAST, A DISTANCE OF 303.66 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 210.14 FEET; THENCE NORTH 63°18'35" WEST, A DISTANCE OF 460.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF NORTH 31°59'12" EAST AND A CHORD DISTANCE OF 35.86 FEET; THENCE FROM A TANGENT BEARING OF NORTH 31°56'59" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'25", A DISTANCE OF 35.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.785 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 1.187 ACRES, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 6				
REVISED PART B	R. REBELLO	12/01/2023	DRAWN	R. REBELLO	03/22/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEL GLINERAL IN	OTES, SHEET 0				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023	SECTION N/A SHEET 2 OF 6						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-206 PARTS A-C

PURPOSE: LIMITED ACCESS RIGHTS ONLY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART C

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1871, PAGE 491 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST OUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST. A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 30°34'55" EAST AND A CHORD DISTANCE OF 949.69 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°37'56" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 01°53'58", A DISTANCE OF 949.74 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1871, PAGE 491 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 31°43'35" EAST AND A CHORD DISTANCE OF 194.83 FEET: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°23'23", A DISTANCE OF 194.83 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1871, PAGE 491 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE SOUTH 80°42'42" EAST, A DISTANCE OF 104.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF SOUTH 31°59'12" WEST AND A CHORD DISTANCE OF 35.86 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°01'24" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'25", A DISTANCE OF 35.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF SOUTH 31°56'33" WEST AND A CHORD DISTANCE OF 7.07 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°00'52", A DISTANCE OF 7.07 FEET; THENCE SOUTH 43°14'22" WEST, A DISTANCE OF 50.79 FEET TO THE POINT OF TERMINUS.

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 6					
ADDED PART C	R. REBELLO	12/01/2023	DRAWN	R. REBELLO	03/22/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET O					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023	SECTION N/A SHEET 3 OF 6							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-206 PARTS A-C NORTH LINE OF LANDS DESCRIBED IN ORB 1871, PAGE 491 POB  $\Delta = 00^{\circ}23'23''(C)$ PART B 0°23'26"(D) 194.83'(C) S80°42'42"E PART B 195.00'(D) 408.48'(C) R = 28649.90'(C)AREA=0.785 419.45′(D) 28597.90'(D) ACRES +/-L1 S80°42'42"E CHD. = 194.83'(C)POB <sup>303.66</sup>′(C) 195.00'(D) PART A S26°17'27"E N63°18'35"W  $CB = N31^{\circ}43'35"E$ 221.41'(C) 460.85'(C) 221.58'(D) ш ш N80°42'43"W 27 611.66′(C) 623.40'(D) RGE. RGE. REMAINDER AREA = 0.922 ACRES +/-LANDS DESCRIBED IN ORB 1871, PG. 491 SE 1/4 OF **EASTERLY** SW 1/4 R/W LINE OF SEC. 6  $\Delta = 01^{\circ}53'58''(C)$ SOUTH LINE OF **POC** L = 949.74'(C)LANDS DESCRIBED IN SW CORNER OF ORB 1871, PG. 491 R = 28649.90'(C)SECTION 6 NA QUI CHD = 949.69'(C)FND, 3"ANGLE IRON  $CB = N30^{\circ}34'55"E$ NO ID  $TB = N29^{\circ}37'56"E$ SW COR, OF SE 1/4 OF SW 1/4 OF SEC. 6 N89°39'30"E 6 1210.16'(C) 1 NT 12 7 S LINE OF SW 1/4 OF SEC. 6 CURVE C1  $\Delta = 00^{\circ}04'25''(C)$ L = 35.86'(C)100 200 LINE DATA R = 27917.00'(C)**BEARING** DISTANCE No. CHD = 35.86'(C)CB = N31°59'12"EL1 S80°42'42"E 104.82'(C) Scale: 1" = 200'S26°17'27"E TB = N31°56'59"EL2 210.14'(C) SEE SHEETS 1-3 FOR LEGAL DESCRIPTIONS TWP. 26 S SEE SHEET 6 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE:

SEE GENERAL NOTES, SHEET 6

SHEET 4 OF 6

SECTION N/A

ADD PARTS TO PARCEL NO.

REVISED PART B &

REVISION

R. REBELLO

R. REBELLO

BY

05/08/2024

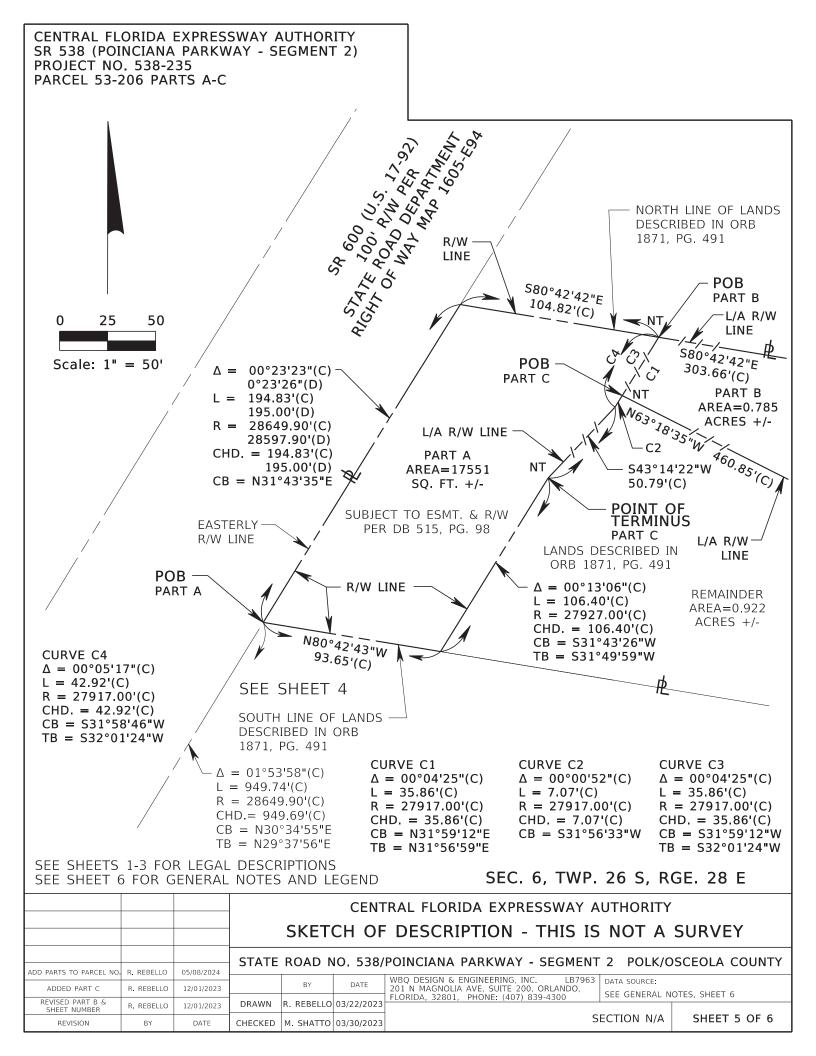
12/01/2023

DATE

DRAWN

R. REBELLO 03/22/2023

CHECKED M. SHATTO 03/30/2023



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-206 PARTS A-C

#### GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-206 DATED 11/30/2020 AT 8:00 A.M.. UPDATED 03/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

CHD. = CHORD DISTANCE ID = IDENTIFICATION PC = POINT OF CURVATURE = CHORD BEARING ĬΡ = IRON PIPE ΡĪ = POINT OF INTERSECTION CB = CENTERLINE IR = IRON ROD OR REBAR POB = POINT OF BEGINNING Œ = CALCULATED DATA IRC = POINT OF COMMENCEMENT (C)= IRON ROD AND CAP POC CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE P.O.T. = POINT ON TANGENT = POINT OF TANGENCY = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS PROJ. = PROJECT **AUTHORITY** L/A = LIMITED ACCESS = COUNTY MON. = MONUMENTATION/MONUMENT = RADIUS CO. = RAILROAD COR. = CORNERNO. = NUMBER RR = CONCRETE MONUMENT N/A = NOT APPLICABLE RGE. = RANGE= COUNTY ROAD REF. CR NL = NAIL = REFERENCE = RIGHT OF WAY CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISK R/W = DEGREE NT = NON-TANGENT SEC. = SECTION= DEED DATA NTS = NOT TO SCALE SR (D) = STATE ROAD OR = OFFICIAL RECORD DB = DEED BOOK SQ. FT. = SQUARE FEET **ORB** DR. = DRIVE = OFFICIAL RECORD BOOK Τ = TANGENT ESMT. = EASEMENT **PEF** = PROGRESS ENERGY FLORIDA ΤB = TANGENT BEARING = DELTA (CENTRAL ANGLE) PG. = PAGE TC = TANGENT TO CURVE **PLS** FND. = FOUND= PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP= PROPERTY LINE UE = UTILITY EASEMENT = FIELD DATA (P) = PLAT DATA FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION PB = PLAT BOOK

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

### Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 13:59:23 -04'00'

MARTIN J. SHATTO, PSM

ADD

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEETS 1-3 FOR LEGAL DESCRIPTIONS



			STATE	ROAD N	IO 538/	POINCIANA	DARKWAY	- SEGMENT	2 [	POLK/OSCEOLA	COLINTY	,
D PARTS TO PARCEL NO.	R REBELLO	05/08/2024	JIAIL	NOAD N	10. 550/	OINCIANA	IAMKWAI	- SEGMENT	2 1	OLIGOSCLOLA	COUNTI	
		00,00,202.				WBQ DESIGN &	ENGINEEDING IN	IC. LB7963	DATA 6	OURGE		
				DV/	DATE	I MADO DESIGN &	LINGINLLING, IN	IC. LD/303	DATAS	OURCE:		

UPDATE TITLE MJS 4/04/2024 DRAWN R. REBELLO 03/22/2023 R. REBELLO 12/01/2023 REVISION BY DATE CHECKED M. SHATTO 03/30/2023

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

SEE NOTE 3 ABOVE

SECTION N/A SHEET 6 OF 6

egistered Land

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-207 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART A

A PARCEL OF LAND LYING IN SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7669, PAGE 226 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 30°46'36" EAST AND A CHORD DISTANCE OF 1144.49 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°37'56" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 02°17'20", A DISTANCE OF 1144.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING 32°13'59" EAST AND A CHORD DISTANCE OF 311.76 FEET; THENCE NORTH NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°37'25", A DISTANCE OF 311.76 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7669, PAGE 226 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE NORTH 89°33'25" EAST, A DISTANCE OF 73.70 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 40.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF SOUTH 32°19'13" WEST AND A CHORD DISTANCE OF 289.31 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°37'02" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°35'38", A DISTANCE OF 289.31 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 80°42'42" WEST. A DISTANCE OF 104.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.699 ACRES, MORE OR LESS.

			_	CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY					
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A					
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	R. REBELLO	03/24/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	OTES, SHEET 4					
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/30/2023	S	ECTION N/A	SHEET 1 OF 4					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-207 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PARCEL OF LAND LYING IN SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7669, PAGE 226 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

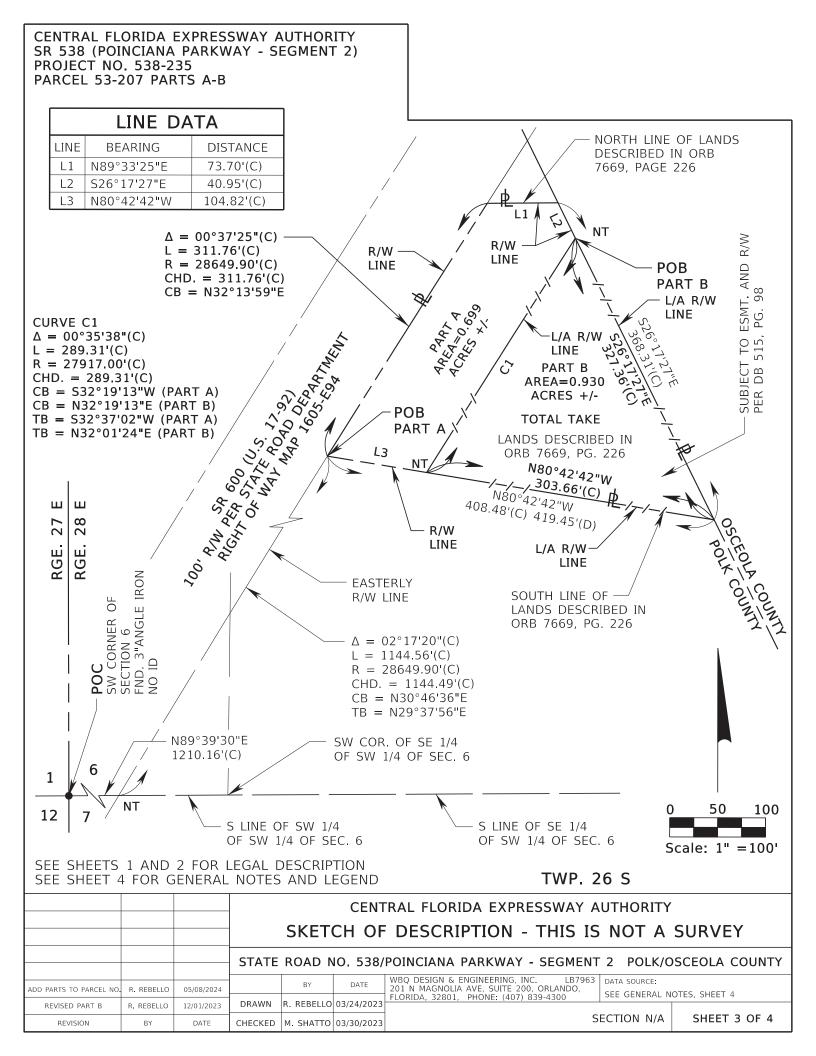
COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 30°46'36" EAST AND A CHORD DISTANCE OF 1144.49 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°37'56" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 02°17'20", A DISTANCE OF 1144.56 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7669, PAGE 226 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 32°13'59" EAST AND A CHORD DISTANCE OF 311.76 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°37'25", A DISTANCE OF 311.76 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7669, PAGE 226 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE NORTH 89°33'25" EAST, A DISTANCE OF 73.70 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 40.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 327.36 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 80°42'42" WEST, A DISTANCE OF 303.66 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF NORTH 32°19'13" EAST AND A CHORD DISTANCE OF 289.31 FEET; THENCE FROM A TANGENT BEARING OF NORTH 32°01'24" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°35'38", A DISTANCE OF 289.31 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.930 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 1.629 ACRES, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 4					
REVISED PART B	R. REBELLO	12/01/2023	DRAWN	R. REBELLO	03/24/2023			0123, 311221 4					
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/30/2023	S	ECTION N/A	SHEET 2 OF 4					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-207 PARTS A-B

#### GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-207 DATED 11/30/2020 AT 8:00 A.M. UPDATED 03/13/2023 AT 8:00 A.M., UPDATED 3/11/2024 AT 8:00 A.M. AND FILE NO. 31495-2 DATED 02/25/2022 AT 8:00 A.M.

#### **LEGEND**

CHD. = CHORD DISTANCE ID = IDENTIFICATION PC = POINT OF CURVATURE = CHORD BEARING ΙP = IRON PIPE ΡĪ = POINT OF INTERSECTION POB = CENTERLINE IR = IRON ROD OR REBAR = POINT OF BEGINNING (C) = CALCULATED DATA IRC = IRON ROD AND CAP POC = POINT OF COMMENCEMENT CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE P.O.T. = POINT ON TANGENTCFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS = POINT OF TANGENCY = LIMITED ACCESS PROJ. = PROJECT **AUTHORITY** L/A = RADIUS = COUNTY MON. = MONUMENTATION/MONUMENT R CO. COR. = CORNERNO = NUMBER RR = RAILROAD = CONCRETE MONUMENT N/A = NOT APPLICABLE RGE. = RANGECR = COUNTY ROAD NL = NAIL REF. = REFERENCE CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISK R/W = RIGHT OF WAY = NON-TANGENT NT SEC. = SECTION = DEGREE D (D) = DEED DATA NTS = NOT TO SCALE SR = STATE ROAD DB = DEED BOOK NWLY = NORTHWESTERLYSQ. FT. = SQUARE FEET DR. = DRIVE OR = OFFICIAL RECORD Т = TANGENT ESMT. = EASEMENT ORB = OFFICIAL RECORD BOOK ΤB = TANGENT BEARING PEF = PROGRESS ENERGY FLORIDA TC = TANGENT TO CURVE = DELTA (CENTRAL ANGLE) FND. = FOUNDPG. = PAGF TWP. = TOWNSHIP PLS = FIELD DATA = PROFESSIONAL LAND SURVEYOR UE = UTILITY EASEMENT = PROPERTY LINE FDOT = FLORIDA DEPARTMENT OF (P) = PLAT DATA TRANSPORTATION

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

PB

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 14:00:43 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

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



= PLAT BOOK

			STATE	ROAD N	IO 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/OSCEOLA COLINTY
ADD PARTS TO PARCEL NO.	R REBELLO	05/08/2024	SIAIL	NOAD N	10. 556/	FOINCIANA FARRWAT - SEGMENT	2 FOLK/OSCLOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:
UPDATE TITLE	MJS	4/04/2024		5.	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	CEE NOTE 3 ABOVE

R. REBELLO 03/24/2023 REVISED GENERAL NOTE 3 R. REBELLO 12/01/2023 SECTION N/A REVISION DATE CHECKED M. SHATTO 03/30/2023

SHEET 4 OF 4

SEE NOTE 3 ABOVE

Rered Land Sur

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-208A PARTS 1-4

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 152.79 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OLD KISSIMMEE ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF OLD KISSIMMEE ROAD AS RECORDED IN MAP BOOK 10, PAGE 137, SAID PUBLIC RECORDS AND THE NORTHERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 441.48 FEET; THENCE NORTH 40°54'08" WEST, A DISTANCE OF 7.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 9109.00 FEET, A CHORD BEARING OF NORTH 39°43'51" WEST AND A CHORD DISTANCE OF 372.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°20'35", A DISTANCE OF 372.50 FEET TO A POINT ON AFORESAID EASTERLY RIGHT OF WAY LINE OF OLD KISSIMMEE ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 24°24'48" EAST, A DISTANCE OF 114.19 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 20006 SQUARE FEET, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 7					
REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R. REBELLO	03/24/2023			OTES, SHEET /					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023	S	ECTION N/A	SHEET 1 OF 7					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-208A PARTS 1-4 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

#### PART 2

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 152.79 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OLD KISSIMMEE ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF OLD KISSIMMEE ROAD AS RECORDED IN MAP BOOK 10, PAGE 137, SAID PUBLIC RECORDS AND THE NORTHERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 24°24'48" WEST, A DISTANCE OF 145.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34°09'18" EAST, A DISTANCE OF 118.54 FEET TO A POINT ON THE EAST LINE OF PROGRESS ENERGY FLORIDA EASEMENT ITEM NUMBER 237 AS RECORDED IN OFFICIAL RECORDS BOOK 7856, PAGE 1492, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 55°50'42" WEST, A DISTANCE OF 123.28 FEET TO A POINT ON THE WEST LINE OF PROGRESS ENERGY FLORIDA EASEMENT ITEM NUMBER 240; THENCE ALONG SAID WEST LINE SOUTH 01°38'07" WEST, A DISTANCE OF 11.49 FEET; THENCE SOUTH 34°09'18" EAST, A DISTANCE OF 237.83 FEET TO A POINT ON THE EAST LINE OF A PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 9761, PAGE 739, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 52°57'55" WEST, A DISTANCE OF 50.06 FEET TO A POINT ON AFORESAID EAST LINE OF PROGRESS ENERGY FLORIDA EASEMENT ITEM NUMBER 237; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 254.96 FEET TO A POINT ON AFORESAID EASTERLY RIGHT OF WAY LINE OF OLD KISSIMMEE ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: THENCE NORTH 23°50'26" EAST, A DISTANCE OF 76.59 FEET: THENCE NORTH 23°16'03" EAST. A DISTANCE OF 100.02 FEET: THENCE NORTH 24°24'48" EAST, A DISTANCE OF 36.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.542 ACRES, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
ADD PARTS TO PARCEL NO.	P PERFILO	05/08/2024	STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY					
REVISED SHEET NUMBERS		01/17/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 7					
REVISED PART 2	R.REBELLO	10/05/2023	DRAWN	R. REBELLO	03/24/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET 7					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023	SECTION N/A SHEET 2 OF 7							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-208A PARTS 1-4 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

#### PART 3

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 152.79 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OLD KISSIMMEE ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF OLD KISSIMMEE ROAD AS RECORDED IN MAP BOOK 10, PAGE 137, SAID PUBLIC RECORDS AND THE NORTHERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 24°24'48" WEST, A DISTANCE OF 114.19 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 9109.00 FEET, A CHORD BEARING OF SOUTH 39°43'51" EAST AND A CHORD DISTANCE OF 372.47 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 38°33'33" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°20'35", A DISTANCE OF 372.50 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40°54'08" EAST, A DISTANCE OF 7.12 FEET TO A POINT ON AFORESAID COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 198.21 FEET; THENCE NORTH 40°54'08" WEST, A DISTANCE OF 198.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 9159.00 FEET, A CHORD BEARING OF NORTH 40°08'33" WEST AND A CHORD DISTANCE OF 242.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°31'11", A DISTANCE OF 242.94 FEET; THENCE NORTH 55°50'42" EAST, A DISTANCE OF 11.91 FEET; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 118.54 FEET TO A POINT ON AFORESAID EASTERLY RIGHT OF WAY LINE OF OLD KISSIMMEE ROAD: THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 24°24'48" EAST, A DISTANCE OF 31.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 21307 SQUARE FEET, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
ADD PARTS TO PARCEL NO.	B BEDELLO	05/09/2024	STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY					
REVISED SHEET NUMBERS		01/17/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 7					
ADDED PART 3	R.REBELLO	01/17/2024	DRAWN	R. REBELLO	03/24/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	,					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023	SECTION N/A SHEET 3 OF 7							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-208A PARTS 1-4 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART 4

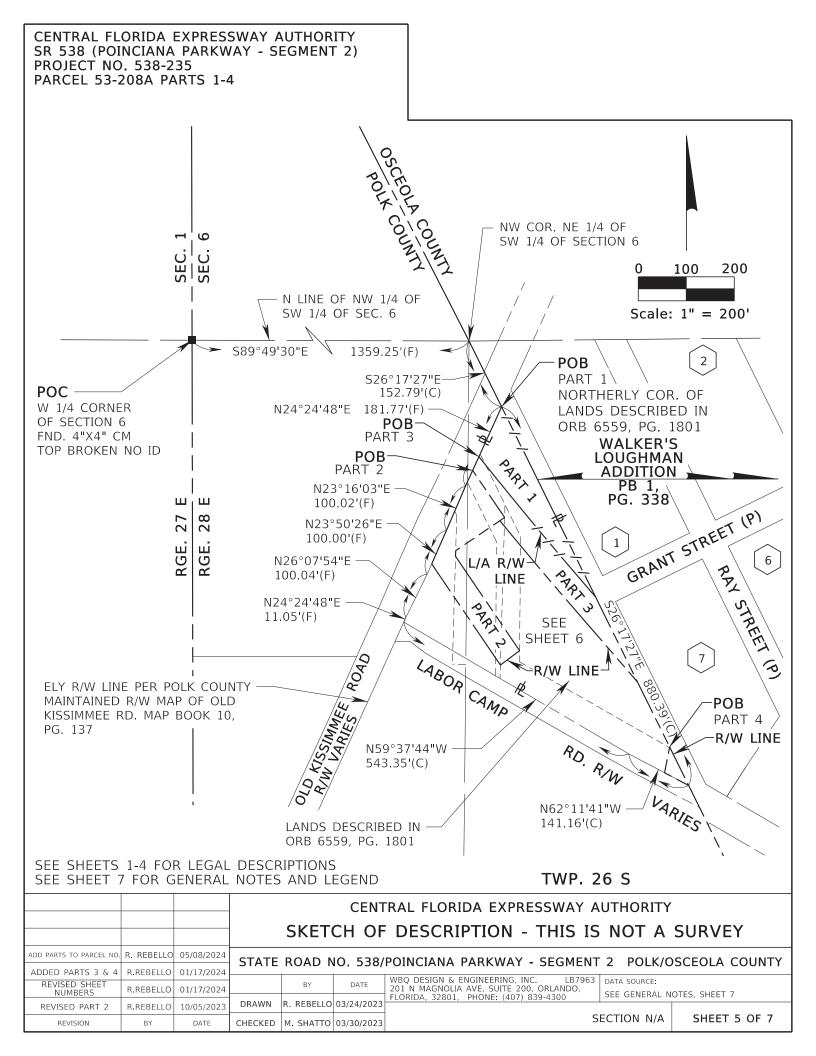
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

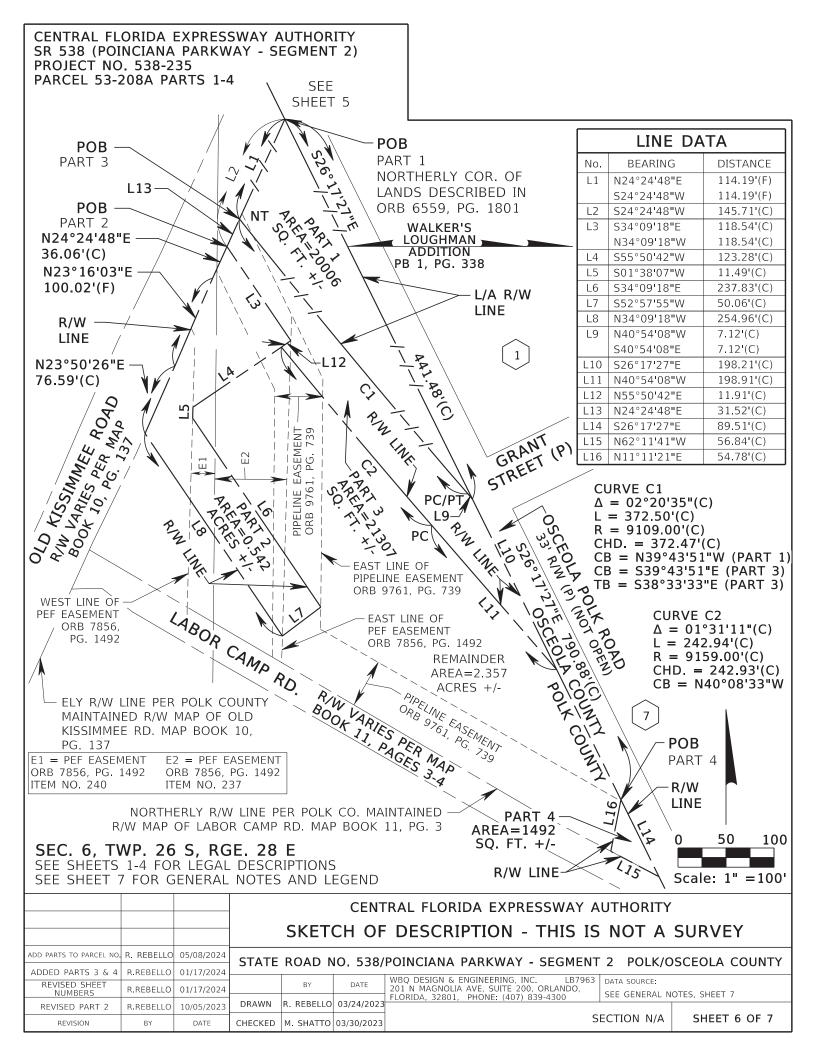
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 152.79 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OLD KISSIMMEE ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF OLD KISSIMMEE ROAD AS RECORDED IN MAP BOOK 10, PAGE 137. SAID PUBLIC RECORDS AND THE NORTHERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 790.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 89.51 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LABOR CAMP ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF LABOR CAMP. ROAD AS RECORDED IN MAP BOOK 11, PAGES 3 AND 4, SAID PUBLIC RECORDS; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 62°11'41" WEST, A DISTANCE OF 56.84 FEET; THENCE NORTH 11°11'21" EAST, A DISTANCE OF 54.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 1492 SOUARE FEET. MORE OR LESS.

CONTAINING IN THE AGGREGATE 1.525 ACRES, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
ADD PARTS TO PARCEL NO	R REBELLO	05/08/2024	STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
REVISED SHEET NUMBERS		01/17/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA. 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 7				
ADDED PART 4	R.REBELLO	01/17/2024	DRAWN	R. REBELLO	03/24/2023							
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/30/2023	S	ECTION N/A	SHEET 4 OF 7				





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-208A PARTS 1-4

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-208 DATED 11/30/2020 AT 8:00 A.M., UPDATED 03/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND  BLK = BLOCK CHD. = CHORD DISTANCE CB = CHORD BEARING Q = CENTERLINE (C) = CALCULATED DATA CCR = CERTIFIED CORNER RECORD CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY CO. = COUNTY CM = CONCRETE MONUMENT COR. = CORNER CR = COUNTY ROAD CSX = CHESSIE SEABOARD CONSOLIDATED D = DEGREE (D) = DEED DATA DB = DEED BOOK DR. = DRIVE Δ = DELTA (CENTRAL ANGLE) FND. = FOUND ELY = EASTERLY (F) = FIELD FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	FT. = FEET ID = IDENTIFICATION IP = IRON PIPE IR = IRON ROD OR REBAR IRC = IRON ROD AND CAP L = LENGTH OF CURVE LB = LICENSED BUSINESS L/A = LIMITED ACCESS MON. = MONUMENTATION/MONUMENT NO. = NUMBER N/A = NOT APPLICABLE NELY = NORTHEASTERLY NL = NAIL NLY = NORTHERLY N&D = NAIL & DISK NT = NON-TANGENT NTS = NOT TO SCALE NWLY = NORTHWESTERLY OR = OFFICIAL RECORD ORB = OFFICIAL RECORD ORB = PAGE PLS = PROFESSIONAL LAND SURVEYOR PC = PROPERTY LINE (P) = PLAT DATA	P.O.T. = POINT ON TANGENT PT = POINT OF TANGENCY PROJ. = PROJECT R = RADIUS RD. = ROAD RR = RAILROAD RGE. = RANGE REF. = REFERENCE R/W = RIGHT OF WAY SEC. = SECTION SLY = SOUTHERLY SELY = SOUTHEASTERLY SQ. FT.=SQUARE FEET SR = STATE ROAD ST. = STREET T = TANGENT TB = TANGENT TO CURVE TWP. = TOWNSHIP
1 ' '	P = PROPERTY LINE	TC = TANGENT TO CURVE

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

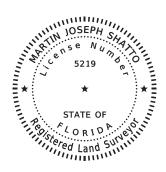
## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 14:01:59 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEETS 1-4 FOR LEGAL DESCRIPTIONS SEE SHEETS 5 AND 6 FOR SKETCH OF DESCRIPTIONS

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	STATE	ROAD N	IO 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
UPDATE TITLE	MJS	4/04/2024	31/(12	NOND I	10. 330,			302027 000111
REVISED GENERAL NOTE 3	R. REBELLO	02/14/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 AB	OVE
REVISED SHEET NUMBERS	R. REBELLO	01/17/2024	DRAWN	R.REBELLO	03/24/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 AB	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023	S	ECTION N/A	SHEET 7 OF 7



PARCEL 53-208B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE AND THE POINT OF BEGINNING; THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 75.26 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD KISSIMMEE ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF OLD KISSIMMEE ROAD AS RECORDED IN MAP BOOK 10, PAGE 137, SAID PUBLIC RECORDS; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 24°24'48" WEST, A DISTANCE OF 84.20 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°35'04" EAST, A DISTANCE OF 144.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2452 SQUARE FEET, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 2
			DRAWN	R. REBELLO	04/07/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S
REVISION	BY	DATE	CHECKED	M. SHATTO	04/07/2023	S	ECTION N/A	SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 **PARCEL 53-208B POB** NW COR. NE 1/4 OF POC SW 1/4 OF SECTION 6 E 1/4 CORNER N LINE OF NE 1/4 OF OF SECTION 1 SW 1/4 OF SEC. 6 FND. 4"X4" CM TOP BROKEN NO ID S89°49'30"E 1359.25'(C) S26°17'27"E N LINE OF NW 1/4 OF 75.26'(C) SW 1/4 OF SEC. 6 LANDS DESCRIBED IN ORB 6559, PG. 1801 L/A R/W LINE AREA=2452 N00°35'04"E WALKER'S SQ. FT. +/-1 144.15'(C) TOTAL TAKE LOUGHMAN **ADDITION** PB 1, PG. 338 L/A R/W LINE W LINE OF NE 1/4 OF OLD TAMPA HIGHWAY (F) OLD DIXIE HIGHWAY (P) 66' R/W PER PB 1, PG 3 SW 1/4 OF SEC. 6 ш ш 27 RGE. 28 RGE. WLY R/W LINE PER POLK COUNTY MAINTAINED R/W MAP OF OLD KISSIMMEE RD. MAP BOOK 10, PG. 137 25 50 Scale: 1'' = 50'SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 3 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 3 DRAWN R. REBELLO 04/07/2023

REVISION

BY

DATE

CHECKED

M. SHATTO 04/07/2023

SECTION N/A

SHEET 2 OF 3

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-208 DATED 11/30/2020 AT 8:00 A.M.. UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8: A.M.

#### LEGEND

BLK = BLOCKID = IDENTIFICATION = POINT OF INTERSECTION CHD. = CHORD DISTANCE ĬΡ = IRON PIPE POB = POINT OF BEGINNING = CHORD BEARING CB IR = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT P.O.T. = POINT ON TANGENT = CENTERLINE IRC = IRON ROD AND CAP (C) = CALCULATED DATA = LENGTH OF CURVE PΤ = POINT OF TANGENCY CCR = CERTIFIED CORNER RECORD PROJ. = PROJECT LB = LICENSED BUSINESS CFX = CENTRAL FLORIDA EXPRESSWAY L/A = LIMITED ACCESS = RADIUS = ROADAUTHORITY MON. = MONUMENTATION/MONUMENT RD. CO. = COUNTY NO. = NUMBER RR = RAILROAD CM = CONCRETE MONUMENT N/A = NOT APPLICABLE RGE. = RANGECOR. = CORNER NL = NAIL REF. = REFERENCE= NAIL & DISK = COUNTY ROAD N&D R/W = RIGHT OF WAY CSX = CHESSIE SEABOARD CONSOLIDATED NT = NON-TANGENT SEC. = SECTION= NOT TO SCALE SQ. FT.=SQUARE FEET  $\Box$ = DEGREE NTS (D) = DEED DATA OR = OFFICIAL RECORD SR = STATE ROAD = STREET = DEED BOOK ORB = OFFICIAL RECORD BOOK ST. DB PG. DR. = DRIVEТ = TANGENT PLS = PROFESSIONAL LAND SURVEYOR = DELTA (CENTRAL ANGLE) TB = TANGENT BEARING = PROPERTY LINE FND. = FOUNDTC = TANGENT TO CURVE ELY = EASTERLY (P) = PLAT DATA TWP. = TOWNSHIPPB = PLAT BOOK UE = UTILITY EASEMENT (F) = FIELD FDOT = FLORIDA DEPARTMENT OF PC = POINT OF CURVATURE WLY = WESTERLY TRANSPORTATION

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

Martin J Shatto Digitally signed by Martin J Snatte Date: 2024.04.04 10:25:40 -04'00' Digitally signed by Martin J Shatto

MARTIN J. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE

CHECKED

BY

SEE SHEET	2 FOR S	SKETCH (	OF DESCRIPTION
			CENTRAL FLORIDA EXPRESSWAY AUTHORITY
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

٦	SIAIE	KUAD	NO. 556/	POINCIANA	PARKWAI	-	SEGMENT	2	POLK/OSCEOLA COUNTY
$\dashv$		RY	DATE	WBQ DESIGN &				DATA	SOURCE:

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE DRAWN B REBELLO 04/07/2023 4/04/2024 UPDATE TITLE

M. SHATTO 04/07/2023

SECTION N/A SHEET 3 OF 3

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PARCEL 53-209 PARTS A-C

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART A

A PARCEL OF LAND LYING IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11958, PAGE 511 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1183.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89°49'30" EAST, A DISTANCE OF 175.87 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°35'04" WEST, A DISTANCE OF 144.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD KISSIMMEE ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF OLD KISSIMMEE ROAD, AS RECORDED IN MAP BOOK 10, PAGE 137, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 24°24'48" WEST, A DISTANCE OF 73.94 FEET; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 256.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 20758 SQUARE FEET, MORE OR LESS.

SEE SHEETS 4 AND 5 FOR SKETCH OF DESCRIPTIONS SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY						
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 6					
UPDATED ORB/PG.	MJS	4/04/2024	DRAWN	J. J PIERRE	06/07/2023								
REVISION	BY	DATE	CHECKED	м. ѕнатто	06/07/2023	S	ECTION N/A	SHEET 1 OF 6					

PARCEL 53-209 PARTS A-C PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PARCEL OF LAND LYING IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11958, PAGE 511 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 965.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89°49'30" EAST, A DISTANCE OF 217.97 FEET; THENCE SOUTH 34°09'18" EAST, A DISTANCE OF 256.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD KISSIMMEE ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF OLD KISSIMMEE ROAD, AS RECORDED IN MAP BOOK 10, PAGE 137, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 24°24'48" WEST, A DISTANCE OF 72.73 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 26°07'54" WEST, A DISTANCE OF 100.04 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 23°50'26" WEST, A DISTANCE OF 36.62 FEET; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 486.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.534 ACRES, MORE OR LESS.

SEE SHEETS 4 AND 5 FOR SKETCH OF DESCRIPTIONS SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY										
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY										
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 6						
UPDATED ORB/PG.	MJS	4/04/2024	DRAWN	J. J PIERRE	06/07/2023									
REVISION	BY	DATE	CHECKED	M. SHATTO	06/07/2023	S	ECTION N/A	SHEET 2 OF 6						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-209 PARTS A-C PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART C

A PARCEL OF LAND LYING IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11958, PAGE 511 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 935.13 FEET THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89°49'30" EAST, A DISTANCE OF 30.27 FEET; THENCE SOUTH 34°09'18" EAST, A DISTANCE OF 486.05 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD KISSIMMEE ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF OLD KISSIMMEE ROAD, AS RECORDED IN MAP BOOK 10, PAGE 137, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 23°50'26" WEST, A DISTANCE OF 29.48 FEET; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 518.75 FEET TO THE POINT OF BEGINNING.

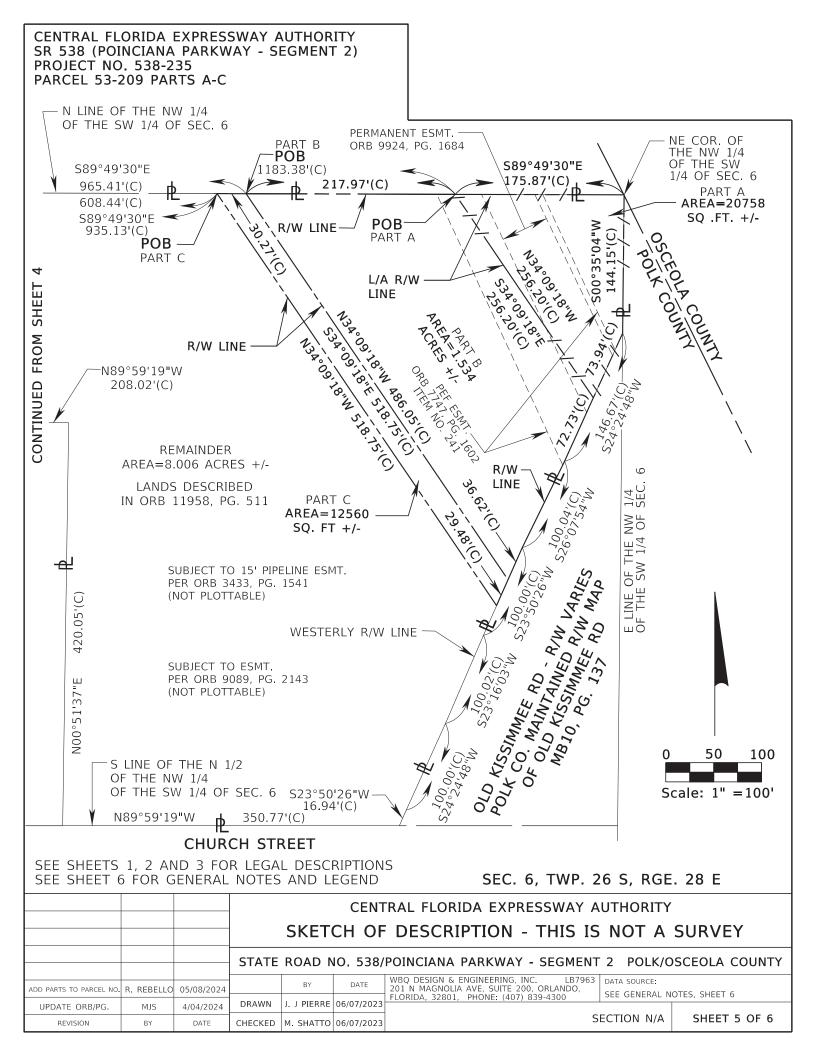
CONTAINING 12560 SOUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 2.299 ACRES, MORE OR LESS.

SEE SHEETS 4 AND 5 FOR SKETCH OF DESCRIPTIONS SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY										
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY										
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	IOTES SHEET 6						
UPDATE ORB/PG.	MJS	4/04/2024	DRAWN	J. J PIERRE	06/07/2023			OTES, SHEET 0						
REVISION	BY	DATE	CHECKED	M. SHATTO	06/07/2023	S	ECTION N/A	SHEET 3 OF 6						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-209 PARTS A-C Ш Ш 28 RGE. RGE. POC W 1/4 COR. OF SEC 6 FND. 4" X4" CM. TOP BROKEN NO ID S89°49'30"E 1183.38'(C) 965.41'(C) SHEET 5 FOR CONTINUATION 608.44'(C) S89°49'30"E 326.70'(C) S89°49'30"E 935.13'(C) N LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC. 6  $\Delta = 00^{\circ}59'23''(C)$ REMAINDER R = 11409.19'(C)AREA=8.006 ACRES± SEC. L = 197.11'(C)SEC. CH = 197.10'(C)LANDS DESCRIBED CST,00.00 RIM  $CB = N40^{\circ}03'47''E$ IN ORB 11958, PG. 511 N65°41'46"W S00°51'37"W 78.15'(C) CENTRAL AVENUE 208.02'(C) N89°59'19"W 407.61′(C) CHURCH STREET 100 Scale: 1"=100' SEE SHEETS 1, 2 AND 3 FOR LEGAL DESCRIPTIONS TWP. 26 S SEE SHEET 6 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: ADD PARTS TO PARCEL NO. R. REBELLO 05/08/2024 SEE GENERAL NOTES, SHEET 6 DRAWN J. J PIERRE 06/07/2023 UPDATE ORB/PG. 4/04/2024 SECTION N/A SHEET 4 OF 6 REVISION BY DATE CHECKED M. SHATTO 06/07/2023



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-209 PARTS A-C

#### GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 30362-209 DATED NOVEMBER 30, 2020 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

. =	CHORD DISTANCE	ID	= IDENTIFICATION	PC	= POINT OF CURVATURE
=	CHORD BEARING	ΙP	= IRON PIPE	ΡI	= POINT OF INTERSECTION
=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	= POINT OF BEGINNING
=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
=	CERTIFIED CORNER RECORD		= LENGTH OF CURVE		= POINT ON TANGENT
=					= POINT OF TANGENCY
					= PROJECT
=	COUNTY			R	= RADIUS
. =	CORNER	NO.	= NUMBER	RD	= ROAD
=	CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RR	= RAILROAD
=	COUNTY ROAD	NL	= NAIL	RGE.	= RANGE
=	CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	REF.	= REFERENCE
=	DEGREE	NT	= NON-TANGENT	R/W	= RIGHT OF WAY
=	DEED DATA	NTS	= NOT TO SCALE	SEC.	= SECTION
=	DEED BOOK	OR	= OFFICIAL RECORD	SQ. F	T.= SQUARE FEET
=	DRIVE	ORB	= OFFICIAL RECORD BOOK	SR	= STATE ROAD
T. =	EASEMENT	PG.	= PAGE	Τ	= TANGENT
=	DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR		= TANGENT BEARING
. =			= PROPERTY LINE		= TANGENT TO CURVE
=			= PLAT DATA		= TOWNSHIP
=					= UTILITY EASEMENT
T =				- <del>-</del>	
	TRANSPORTATION				
	· = = = = = = = = = = = = = = = = = = =	= CHORD BEARING = CENTERLINE = CALCULATED DATA = CERTIFIED CORNER RECORD = CENTRAL FLORIDA EXPRESSWAY AUTHORITY = COUNTY = CORNER = CONCRETE MONUMENT = COUNTY ROAD = CHESSIE SEABOARD CONSOLIDATED = DEGREE = DEED DATA = DEED BOOK = DRIVE T. = EASEMENT = DELTA (CENTRAL ANGLE) . = FOUND = FIELD DATA = FINANCIAL PROJECT T = FLORIDA DEPARTMENT OF	= CHORD BEARING IP = CENTERLINE IR = CALCULATED DATA IRC = CERTIFIED CORNER RECORD L = CENTRAL FLORIDA EXPRESSWAY LB AUTHORITY L/A = COUNTY MON = CORNER NO. = CONCRETE MONUMENT N/A = COUNTY ROAD NL = CHESSIE SEABOARD CONSOLIDATED N&D = DEGREE NT = DEED DATA NTS = DEED BOOK OR = DRIVE ORB T. = EASEMENT PG. = FOUND PLS . = FOUND PLS T = FINANCIAL PROJECT PB	E CHORD BEARING IP = IRON PIPE  CENTERLINE IR = IRON ROD OR REBAR  CALCULATED DATA IRC = IRON ROD AND CAP  CERTIFIED CORNER RECORD L = LENGTH OF CURVE  CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS AUTHORITY L/A = LIMITED ACCESS  AUTHORITY MON. = MONUMENTATION/MONUMENT  COUNTY MON. = NUMBER  COUNTY ROAD NL = NAIL  CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISK  DEGREE NT = NON-TANGENT  DEED DATA NTS = NOT TO SCALE  DEED BOOK OR = OFFICIAL RECORD  DRIVE ORB = OFFICIAL RECORD BOOK  T. = EASEMENT PG. = PAGE  DELTA (CENTRAL ANGLE) PLS = PROPERSY LINE  FILED DATA (P) = PLAT DATA  FINANCIAL PROJECT PB = PLAT BOOK  T. = FINANCIAL PROJECT  PLORIDA DEPARTMENT OF	CHORD BEARING  ECHTERLINE  IR IRON ROD OR REBAR  POB  CALCULATED DATA  IRC IRON ROD AND CAP  CERTIFIED CORNER RECORD  CENTRAL FLORIDA EXPRESSWAY  AUTHORITY  COUNTY  MON. = MONUMENTATION/MONUMENT  CORNER  CONCRETE MONUMENT  N/A = NOT APPLICABLE  COUNTY ROAD  CHESSIE SEABOARD CONSOLIDATED  CHESSIE SEABOARD  CHESSIE SEABOARD  CORNER  CHESSIE SEABOARD  CONSOLIDATED  CHESSIE SEABOARD  CORNER  CORNER  COUNTY ROAD  CHESSIE SEABOARD  CONSOLIDATED  COUNTY ROAD  CHESSIE SEABOARD  CONSOLIDATED  CHESSIE SEABOARD  CORNER  COUNTY ROAD  CHESSIE SEABOARD  CONSOLIDATED  CHESSIE SEABOARD  CONSOLIDATED  CHESSIE SEABOARD  CORNER  COUNTY ROAD  CHESSIE SEABOARD  CONSOLIDATED  CONSOLIDATE  CONSOLIDATED  CONSOLID

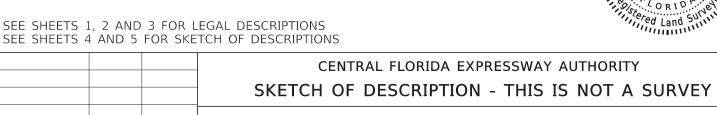
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 14:03:20 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEETS 1, 2 AND 3 FOR LEGAL DESCRIPTIONS



			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/OSCEOLA COUNTY
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:

LORIDA

SHEET 6 OF 6

J. J PIERRE 06/07/2023 FLORIDA, 32801, PHONE: (407) 839-4300 DRAWN 4/04/2024 UPDATE TITLE SECTION N/A CHECKED M. SHATTO 06/07/2023 REVISION BY DATE

PROJECT NO. 538-235 PARCEL 53-210

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

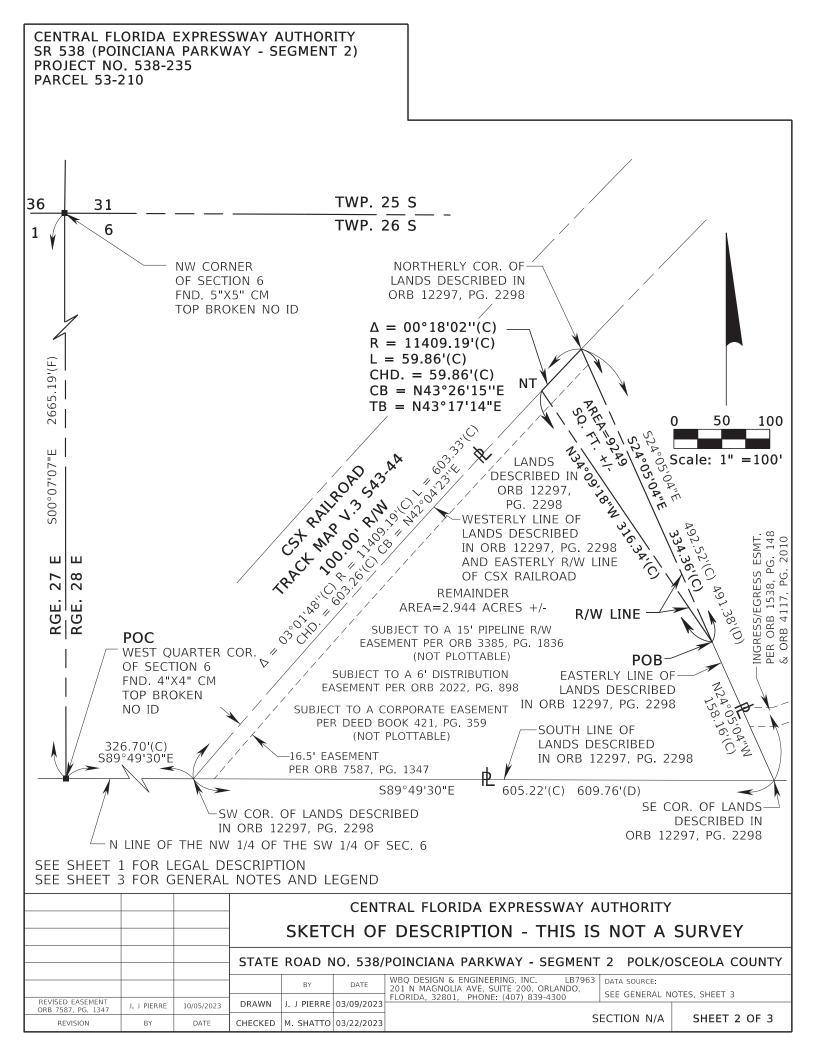
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12297, PAGE 2298 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 326.70 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12297, PAGE 2298, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LANDS SOUTH 89°49'30" EAST, A DISTANCE OF 605.22 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE ALONG THE EASTERLY LINE OF SAID LANDS NORTH 24°05'04" WEST, A DISTANCE OF 158.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 316.34 FEET TO A POINT ON THE WESTERLY LINE OF SAID LANDS AND THE EASTERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100.00 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11409.19 FEET. A CHORD BEARING OF NORTH 43°26'15" EAST AND A CHORD DISTANCE OF 59.86 FEET; THENCE FROM A TANGENT BEARING OF NORTH 43°17'14" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°18'02", A DISTANCE OF 59.86 FEET TO THE NORTHERLY CORNER OF SAID LANDS; THENCE ALONG THE EASTERLY LINE OF SAID LANDS SOUTH 24°05'04" EAST, A DISTANCE OF 334.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 9249 SQUARE FEET, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3					
REVISED EASEMENT ORB 7587, PG. 1347	J. J PIERRE	10/05/2023	DRAWN	J. J PIERRE	03/09/2023			,					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	S	ECTION N/A	SHEET 1 OF 3					



#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 30362-210 DATED 11/18/2020 AT 8:00 A.M., UPDATED 3/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

CHD. = CHORD DISTANCE ID = IDENTIFICATION PC = POINT OF CURVATURE ĬΡ = IRON PIPE PΙ = POINT OF INTERSECTION CB CHORD BEARING = ΙR = IRON ROD OR REBAR POB = POINT OF BEGINNING Œ = CENTERLINE IRC = IRON ROD AND CAP(C) POC = POINT OF COMMENCEMENT CALCULATED DATA CCR CERTIFIED CORNER RECORD = LENGTH OF CURVE P.O.T. = POINT ON TANGENT= LB = LICENSED BUSINESS PT = POINT OF TANGENCY CFX CENTRAL FLORIDA EXPRESSWAY PROJ. = PROJECT L/A = LIMITED ACCESSAUTHORITY COUNTY MON. = MONUMENTATION/MONUMENT = RADIUS CO. = NO. = NUMBERCOR. = CORNER RR = RAILROAD CM CONCRETE MONUMENT N/A = NOT APPLICABLERGE. = RANGE REF. = REFERENCE CR COUNTY ROAD NL = NAILCHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISK R/W = RIGHT OF WAYCSX =SEC. = SECTIOND = DEGREE = NON-TANGENT NTS = NOT TO SCALESR = STATE ROAD(D) = DEED DATA OR = OFFICIAL RECORD SO. FT. = SQUARE FEET DB DEED BOOK = ORB = OFFICIAL RECORD BOOK Τ = TANGENT DR. **DRIVE** = PG. = PAGETB = TANGENT BEARING ESMT. = EASEMENT DELTA (CENTRAL ANGLE) PLS = PROFESSIONAL LAND SURVEYOR TC = TANGENT TO CURVE Λ FND. = **FOUND** = PROPERTY LINE TWP. = TOWNSHIP(P) UE = UTILITY EASEMENT = = PLAT DATA (F) FIELD DATA PB = PLAT BOOK F.P. FINANCIAL PROJECT FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.04 10:27:47 -04'00'

MARTIN I. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



				CENTRAL FLORIDA EXPRESSWAY AUTHORITY  SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY  STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
			STATE										
UPDATE TITLE	MJS	4/04/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE					
REVISED EASEMENT ORB 7587, PG. 1347	J. J PIERRE	10/05/2023	DRAWN	J. J PIERRE	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300	322 11312 3 713						
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/22/2023	S	ECTION N/A	SHEET 3 OF 3					

PARCEL 53-211 PARTS A-C

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART A

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11515, PAGE 1267 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 931.92 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11515, PAGE 1267 OF THE PUBLIC RECORDS OF POLK COUNTY. FLORIDA: THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89°49'30" EAST, A DISTANCE OF 251.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 652.46 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100.00 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11409.19 FEET, A CHORD BEARING OF NORTH 44°31'48" EAST AND A CHORD DISTANCE OF 126.71 FEET; THENCE FROM A TANGENT BEARING OF NORTH 44°12'42" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 00°38'11", A DISTANCE OF 126.71 FEET TO A POINT ON THE EASTERLY LINE OF SAID LANDS: THENCE ALONG SAID EASTERLY LINE SOUTH 24°05'04" EAST. A DISTANCE OF 690.36 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°49'30" WEST, A DISTANCE OF 4.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.962 ACRES, MORE OR LESS.

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

						RAL FLORIDA EXPRESSWAY A						
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	FATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET E				
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	J. J PIERRE	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	SECTION N/A SHEET 1 OF 5						

PARCEL 53-211 PARTS A-C PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11515, PAGE 1267 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 965.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 174.62 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11515, PAGE 1267, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE NORTH 24°05'04" WEST, A DISTANCE OF 334.36 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100.00 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11409.19 FEET, A CHORD BEARING OF NORTH 43°53'59" EAST AND A CHORD DISTANCE OF 124.22 FEET; THENCE FROM A TANGENT BEARING OF NORTH 43°35'17" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 00°37'26", A DISTANCE OF 124.22 FEET; THENCE SOUTH 34°09'18" EAST, A DISTANCE OF 652.46 FEET TO A POINT ON AFOREMENTIONED NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE NORTH 89°49'30" WEST, A DISTANCE OF 217.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.151 ACRES, MORE OR LESS

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS						
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 5				
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	J. J PIERRE	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JLL GLINLKAL IV	OTES, SHEET S				
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/22/2023	SECTION N/A SHEET 2 OF 5						

PARCEL 53-211 PARTS A-C PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART C

PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11515, PAGE 1267 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

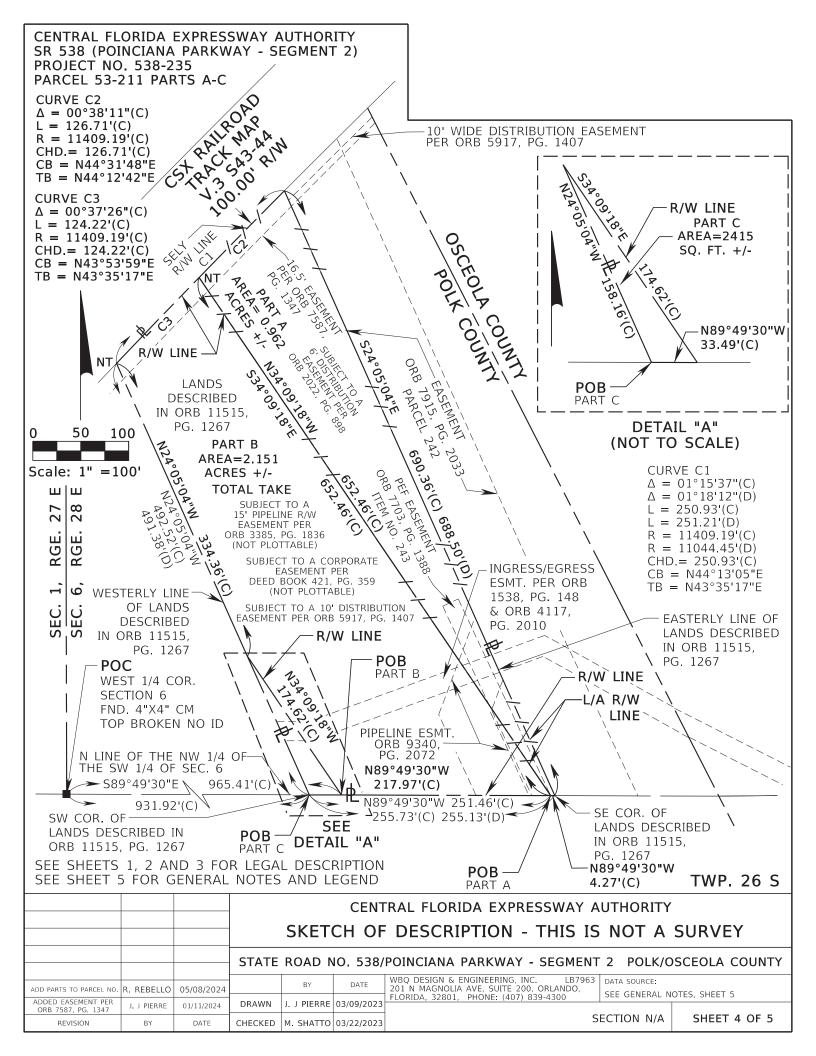
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 931.92 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11515, PAGE 1267, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE NORTH 24°05'04" WEST, A DISTANCE OF 158.16 FEET; THENCE SOUTH 34°09'18" EAST, A DISTANCE OF 174.62 FEET TO A POINT ON AFOREMENTIONED NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE NORTH 89°49'30" WEST, A DISTANCE OF 33.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 2415 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 3.168 ACRES, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS						
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5				
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	J. J PIERRE	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JLL GLINLKAL IV	OTES, SHEET S				
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/22/2023	SECTION N/A SHEET 3 OF 5						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-211 PARTS A-C

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 31495-3 DATED 2/25/2022 AT 8:00 A.M. AND FILE NO. 30362-211A DATED 11/18/2020 AT 8:00 A.M., UPDATED 4/05/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M. AND FILE NO. 30362-211B DATED 11/18/2020 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

н							
l	CHD.	=	CHORD DISTANCE	ID	= IDENTIFICATION	PC	= POINT OF CURVATURE
l	CB	=	CHORD BEARING	ΙP	= IRON PIPE	ΡΙ	= POINT OF INTERSECTION
l	Œ.	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	= POINT OF BEGINNING
l	(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
l	CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T.	= POINT ON TANGENT
l	CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT	= POINT OF TANGENCY
l			AUTHORITY	L/A	= LIMITED ACCESS	PROJ.	= PROJECT
l	CO.	=	COUNTY	MON.	= MONUMENTATION/MONUMENT	PEF	= PROGRESS ENERGY
l	COR.	=	CORNER	NO.	= NUMBER		FLORIDA
l	CM	=	CONCRETE MONUMENT	N/A	= NOT APPLICABLE	R	= RADIUS
l	CR	=	COUNTY ROAD	NL	= NAIL	RR	= RAILROAD
l	CSX	=	CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	RGE.	= RANGE
l	D	=	DEGREE	NT	= NON-TANGENT	REF.	= REFERENCE
l	(D)	=	DEED DATA	NTS	= NOT TO SCALE	R/W	= RIGHT OF WAY
l	DB	=	DEED BOOK	OR	= OFFICIAL RECORD	SEC.	= SECTION
l	DR.	=	DRIVE	ORB	= OFFICIAL RECORD BOOK	SQ. F1	Г. = SQUARE FEET
l	ESMT.	=	EASEMENT	PG.	= PAGE	SR	= STATE ROAD
l	Δ	=	DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR	Τ	= TANGENT
l	FND.	=	FOUND	P	= PROPERTY LINE	TB	= TANGENT BEARING
l	(F)	=	FIELD DATA	(P)	= PLAT DATA	TC	= TANGENT TO CURVE
١	F.P.	=	FINANCIAL PROJECT	РВ	= PLAT BOOK	TWP.	= TOWNSHIP
١	FDOT	=	FLORIDA DEPARTMENT OF			UE	= UTILITY EASEMENT
I			TRANSPORTATION				

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

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 14:04:29 -04'00'

MARTIN I. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEETS 1, 2 AND 3 FOR LEGAL DESCRIPTION SEE SHEET 4 FOR SKETCH OF DESCRIPTION

SEE SHEET 4	FOR SKE	TCH OF	DESCRIP	TION								
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
UPDATE TITLE	MJS	4/04/2024	DRAWN	J. J PIERRE	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	S	ECTION N/A	SHEET 5 OF 5				



PARCEL 53-213

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9457, PAGE 830, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

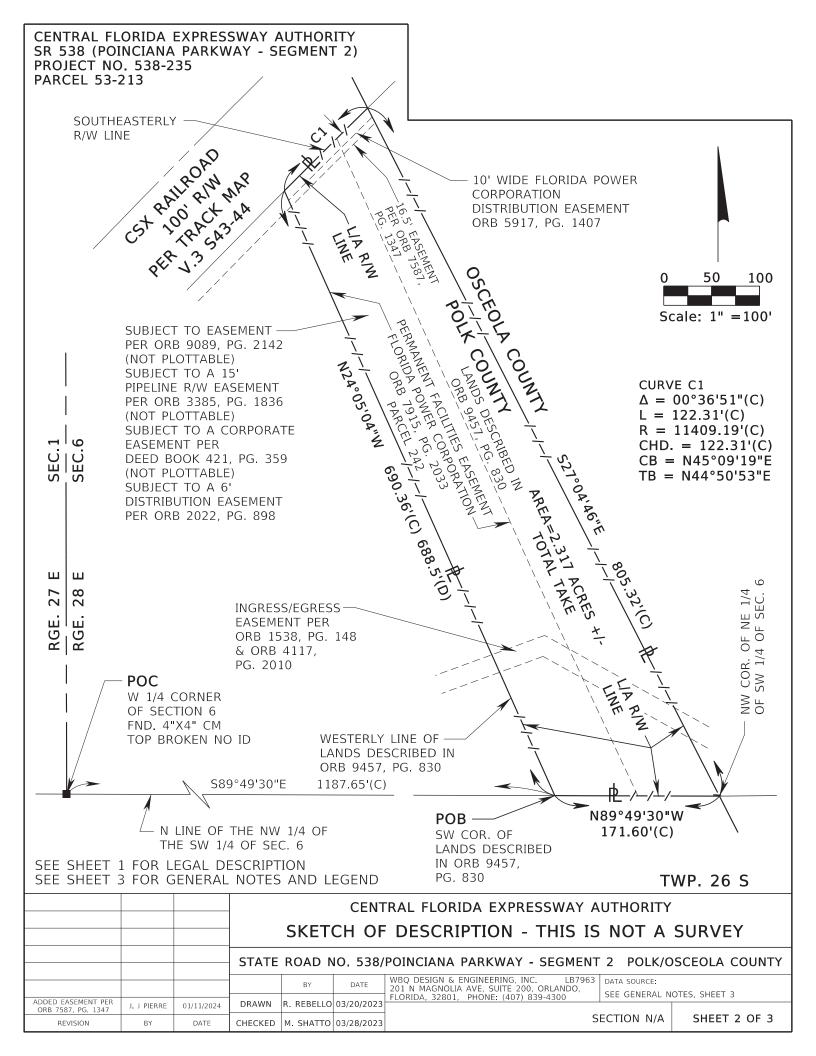
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1187.65 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9457, PAGE 830 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID LANDS NORTH 24°05'04" WEST, A DISTANCE OF 690.36 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 11409.19 FEET, A CHORD BEARING OF NORTH 45°09'19" EAST AND A CHORD DISTANCE OF 122.31 FEET; THENCE FROM A TANGENT BEARING OF NORTH 44°50'53" EAST, NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°36'51", A DISTANCE OF 122.31 FEET TO THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 805.32 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG AFORESAID NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6 NORTH 89°49'30" WEST, A DISTANCE OF 171.60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.317 ACRES, MORE OR LESS.

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

				SKET	0	TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS							
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 2					
			DRAWN	R. REBELLO	03/20/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S					
REVISION	BY	DATE	CHECKED	IECKED M. SHATTO 03/28/2023 SECTION N/A SHEET 1 OF 3									



#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-213 DATED 11/19/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND 3/11/2024 AT 8:00 A.M.

LEGEND	FT.	= FEET	PEF	= PROGRESS ENERGY FLORIDA
DIK DIOCK	ID	= IDENTIFICATION	PC	= POINT OF CURVATURE
BLK = BLOCK	ΙP	= IRON PIPE	PI	= POINT OF INTERSECTION
CHD. = CHORD DISTANCE	IR	= IRON ROD OR REBAR	POB	= POINT OF BEGINNING
CB = CHORD BEARING Q = CENTERLINE	IRC	= IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
Q = CENTERLINE (C) = CALCULATED DATA	L	= LENGTH OF CURVE	P.O.T	. = POINT ON TANGENT
CCR = CERTIFIED CORNER RECORD	LB	= LICENSED BUSINESS	PT	= POINT OF TANGENCY
CFX = CENTRAL FLORIDA EXPRESSWAY	L/A	= LIMITED ACCESS	PROJ.	= PROJECT
AUTHORITY	MON.	= MONUMENTATION/MONUMENT	R	= RADIUS
CO. = COUNTY	NO.	= NUMBER	RD.	= ROAD
CM = CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RR	= RAILROAD
COR. = CORNER	NELY	= NORTHEASTERLY	RGE.	= RANGE
CR = COUNTY ROAD	NL	= NAIL	REF.	= REFERENCE
CSX = CHESSIE SEABOARD CONSOLIDATED	NLY	= NORTHERLY	R/W	= RIGHT OF WAY
D = DEGREE	N&D	= NAIL & DISK	SEC.	= SECTION
(D) = DEED DATA	NT	= NON-TANGENT	SLY	= SOUTHERLY
DB = DEED BOOK	NTS	= NOT TO SCALE	SELY	= SOUTHEASTERLY
DR. = DRIVE	NWLY		SR	= STATE ROAD
$\Delta$ = DELTA (CENTRAL ANGLE)	OR	= OFFICIAL RECORD	ST.	= STREET
FND. = FOUND	ORB	= OFFICIAL RECORD BOOK	Т	= TANGENT
ELY = EASTERLY	PG.	= PAGE	TB	= TANGENT BEARING
(F) = FIELD	PLS	= PROFESSIONAL LAND SURVEYOR	TC	= TANGENT TO CURVE
FDOT = FLORIDA DEPARTMENT OF	PL	= PROPERTY LINE	TWP.	
TRANSPORTATION	(P)	= PLAT DATA	UE	= UTILITY EASEMENT
	PB	= PLAT BOOK	WLY	= WESTERLY

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.04 10:29:58 -04'00'

1	OF PRAC	CTICE AS	REQUIR 472.027,	RED BY FLORID	CHAPTEI A STATU			JOSEPH SAMM
MARTIN J. SHA FLORIDA PROF THE SEAL ON SEE SHEET 2	ESSION, THIS DO	AL SURVE DCUMENT LEGAL DE	WAS AU ESCRIPT	jthoriz Ion	ED BY M	5219 IARTIN J. SHATTO ON 3/29/2024.	* Personal Property of the Parket of the Par	STATE OF CORIO
SEE SHEET 2	Z FOR S	KEICH	JF DESI	CRIPTIO	IN			
					CENT	ral florida expressway A	UTHORITY	
				SKET	СН ОБ	DESCRIPTION - THIS IS	NOT A	SURVEY
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE.	
UPDATE TITLE	MJS	4/04/2024	DRAWN	R.REBELLO	03/20/2023	FLORIDA, 32801. PHONE: (407) 839-4300	SEE NOTE 3 AB	OVE
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	9	SECTION N/A	SHEET 3 OF 3

**PARCEL 53-215** 

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

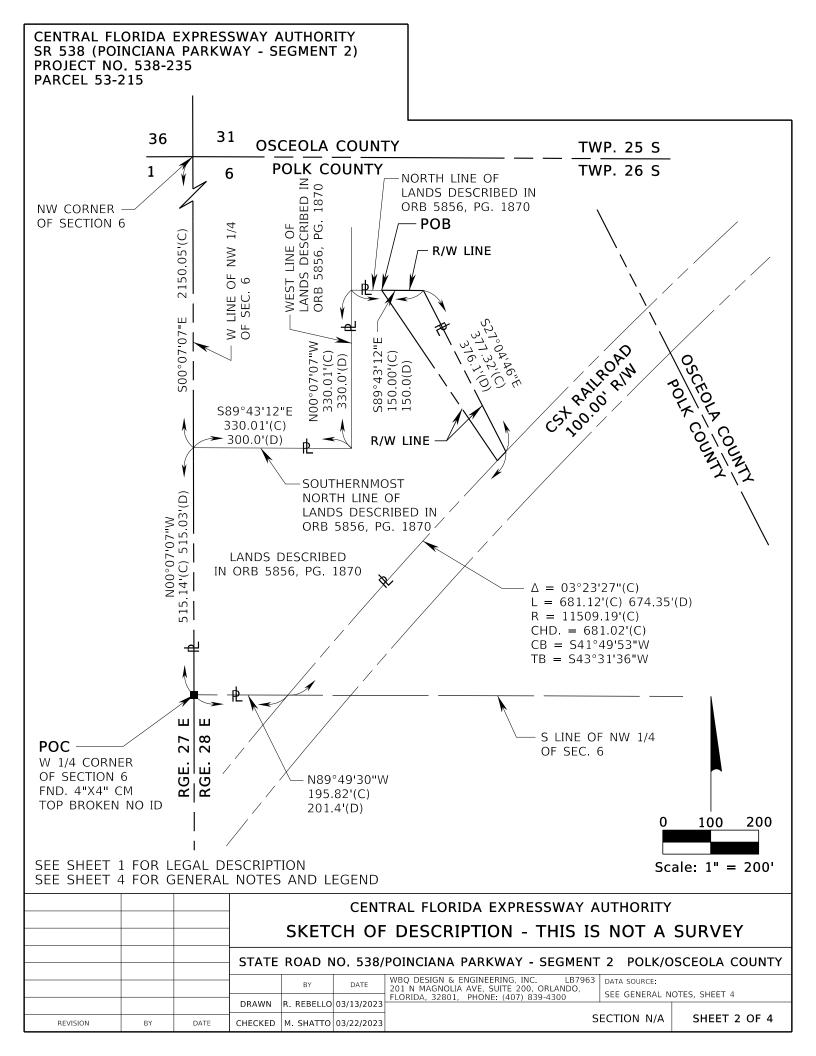
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5856, PAGE 1870 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

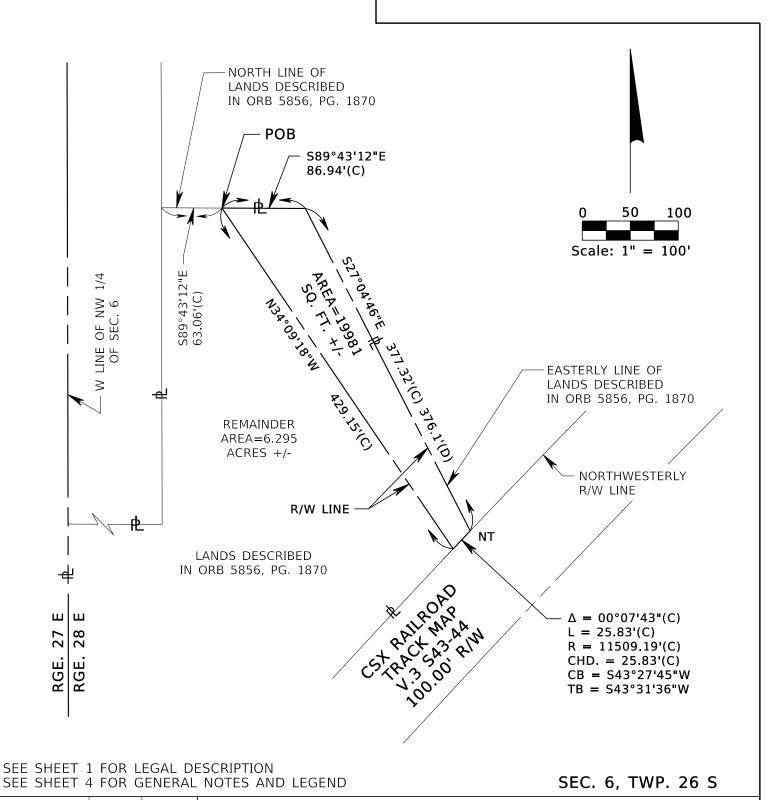
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 NORTH 00°07'07" WEST, A DISTANCE OF 515.14 FEET TO THE SOUTHERNMOST NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5856, PAGE 1870 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°43'12" EAST ALONG SAID SOUTHERNMOST NORTH LINE, A DISTANCE OF 330.01 FEET TO A POINT ON THE WEST LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 330.01 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE SOUTH 89°43'12" EAST, A DISTANCE OF 63.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89°43'12" EAST, A DISTANCE OF 86.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID EASTERLY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 377.32 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44. SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET. A CHORD BEARING OF SOUTH 43°27'45" WEST. AND A CHORD DISTANCE OF 25.83 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 43°31'36" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 00°07'43", A DISTANCE OF 25.83 FEET; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 429.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 19981 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS								
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY										
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,		OTES SHEET 4						
			DRAWN	RAWN R.REBELLO 03/13/2023 FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL NOTES, SHEET 4										
REVISION	BY	DATE	CHECKED	ECKED M. SHATTO 03/22/2023 SECTION N/A SHEET 1 OF 4										





			-		CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY	
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A
			DRAWN	R. REBELLO	03/13/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 4
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/22/2023	S	ECTION N/A	SHEET 3 OF 4

#### **GENERAL NOTES**

- 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 BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-215 DATED 12/01/2020 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND FILE NO. 30362-215B DATED 3/11/2024 AT 8:00 A.M.

#### LEGEND

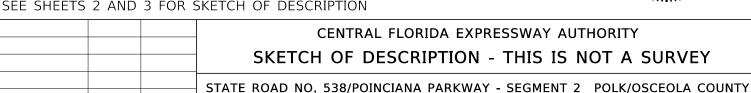
CHD. = CHORD DISTANCE ID = IDENTIFICATION PFF = PROGRESS ENERGY FLORIDA ΙP PC = CHORD BEARING = IRON PIPE = POINT OF CURVATURE = CENTERLINE IR = IRON ROD OR REBAR = POINT OF INTERSECTION = CALCULATED DATA = IRON ROD AND CAP POB = POINT OF BEGINNING (C) CCR = CERTIFIED CORNER RECORD = LENGTH OF CURVE POC = POINT OF COMMENCEMENT = CENTRAL FLORIDA EXPRESSWAY ΙB = LICENSED BUSINESS P.O.T. = POINT ON TANGENT **AUTHORITY** = LIMITED ACCESS = POINT OF TANGENCY PROJ. = PROJECT CO. = COUNTY MON. = MONUMENTATION/MONUMENT = CONCRETE MONUMENT NO. = RADIUS CM = NUMBER CR = COUNTY ROAD N/A = NOT APPLICABLE RR = RAILROAD CSX = CHESSIE SEABOARD CONSOLIDATED NL = NAIL RGE. = RANGED = DEGREE N&D = NAIL & DISK REF. = REFERENCE NT = NON-TANGENT R/W = RIGHT OF WAY (D) = DEED DATA = DEED BOOK NTS = NOT TO SCALE SEC. = SECTIONDB DR. = DRIVE NWLY = NORTHWESTERLY SQ .FT.= SQUARE FEET Λ = DELTA (CENTRAL ANGLE) OR = OFFICIAL RECORD SR = STATE ROAD ORB = OFFICIAL RECORD BOOK FND. = FOUND = TANGENT PG. TΒ = FIELD = PAGE = TANGENT BEARING F.P. = FINANCIAL PROJECT PLS = PROFESSIONAL LAND SURVEYOR TC = TANGENT TO CURVE = PROPERTY LINE TWP. = TOWNSHIPFDOT = FLORIDA DEPARTMENT OF **TRANSPORTATION** (P) = PLAT DATA UE = UTILITY EASEMENT PB = PLAT BOOK

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

### Martin J Shatto Digitally signed by Ivial till J Shate Date: 2024.07.01 07:01:09 -04'00' Digitally signed by Martin J Shatto

MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

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



WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE:

GENERAL NOTE 3 D.WILLIAMS 6/28/2024 SEE NOTE 3 ABOVE DRAWN R.REBELLO 03/13/2023 UPDATE TITLE 4/02/2024

SECTION N/A REVISION BY DATE CHECKED M. SHATTO 03/22/2023

SHEET 4 OF 4

LORIDA Gered Land Surve

PROJECT NO. 538-235 PARCEL 53-216 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

#### LEGAL DESCRIPTION

#### PART A

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6074, PAGE 84 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST OUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST. A DISTANCE OF 2664.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07'07" EAST, A DISTANCE OF 1490.04 FEET; THENCE SOUTH 89°43'12" EAST, A DISTANCE OF 330.01 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6074, PAGE 84, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID DESCRIBED LANDS SOUTH 89°43'12" EAST, A DISTANCE OF 50.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89°43'12" EAST, A DISTANCE OF 379.78 FEET TO A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 410.22 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S4-44, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF SOUTH 44°58'00" WEST, AND A CHORD DISTANCE OF 262.05 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 45°37'08" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01°18'16", A DISTANCE OF 262.06 FEET; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 562.58 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 108.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3.537 ACRES, MORE OR LESS.

SEE SHEETS 3, 4 AND 5 FOR SKETCH OF DESCRIPTION SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY					
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 6				
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	R.REBELLO	03/14//2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 0				
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/22/2023	SECTION N/A SHEET 1 OF 6						

PARCEL 53-216 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6074, PAGE 84 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST OUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST. A DISTANCE OF 2664.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07'07" EAST, A DISTANCE OF 1490.04 FEET; THENCE SOUTH 89°43'12" EAST, A DISTANCE OF 330.01 FEET TO THE NORTHWEST CORNER OF SAID DESCRIBED LANDS AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID DESCRIBED LANDS SOUTH 89°43'12" EAST, A DISTANCE OF 50.85 FEET; THENCE SOUTH 36°58'40" EAST, A DISTANCE OF 108.86 FEET; THENCE SOUTH 34°09'18" EAST, A DISTANCE OF 562.58 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S4-44, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF SOUTH 43°55'14" WEST, AND A CHORD DISTANCE OF 158.19 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 44°18'51" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 00°47'15", A DISTANCE OF 158.19 FEET TO A POINT ON THE WESTERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE NORTH 27°04'46" WEST, A DISTANCE OF 377.32 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 89°43'12" WEST, A DISTANCE OF 86.94 FEET; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 112.66 FEET TO A POINT ON THE WEST LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 237.08 FEET TO THE POINT OF BEGINNING.

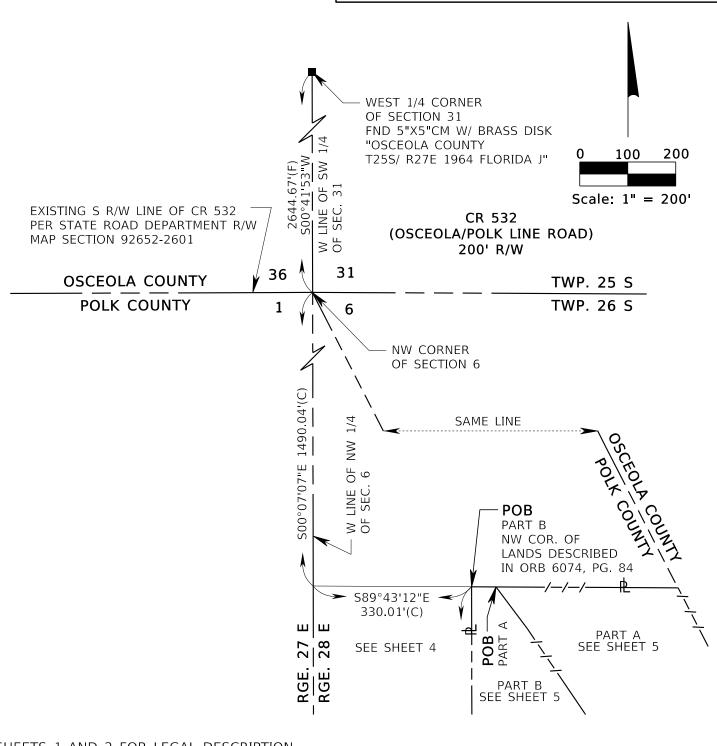
CONTAINING 2.189 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 5.725 ACRES, MORE OR LESS.

SEE SHEETS 3, 4 AND 5 FOR SKETCH OF DESCRIPTION SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

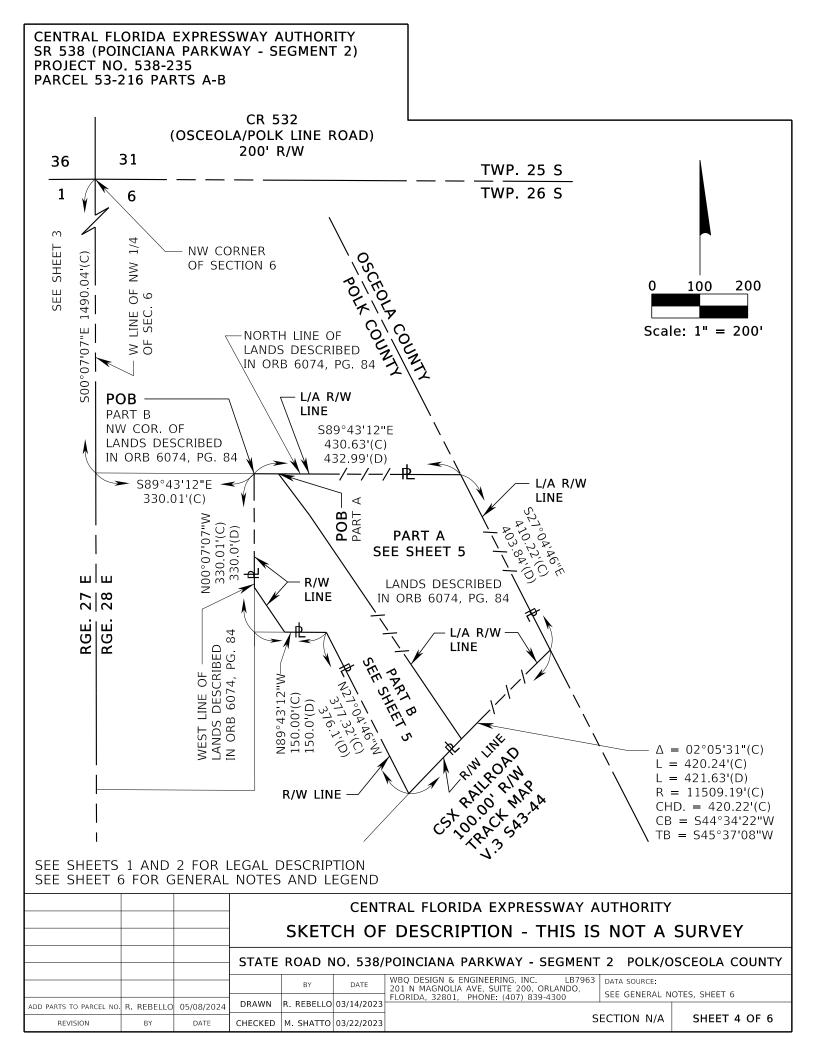
					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY					
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 6				
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	R.REBELLO	03/14/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 6				
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/22/2023	SECTION N/A SHEET 2 OF 6						

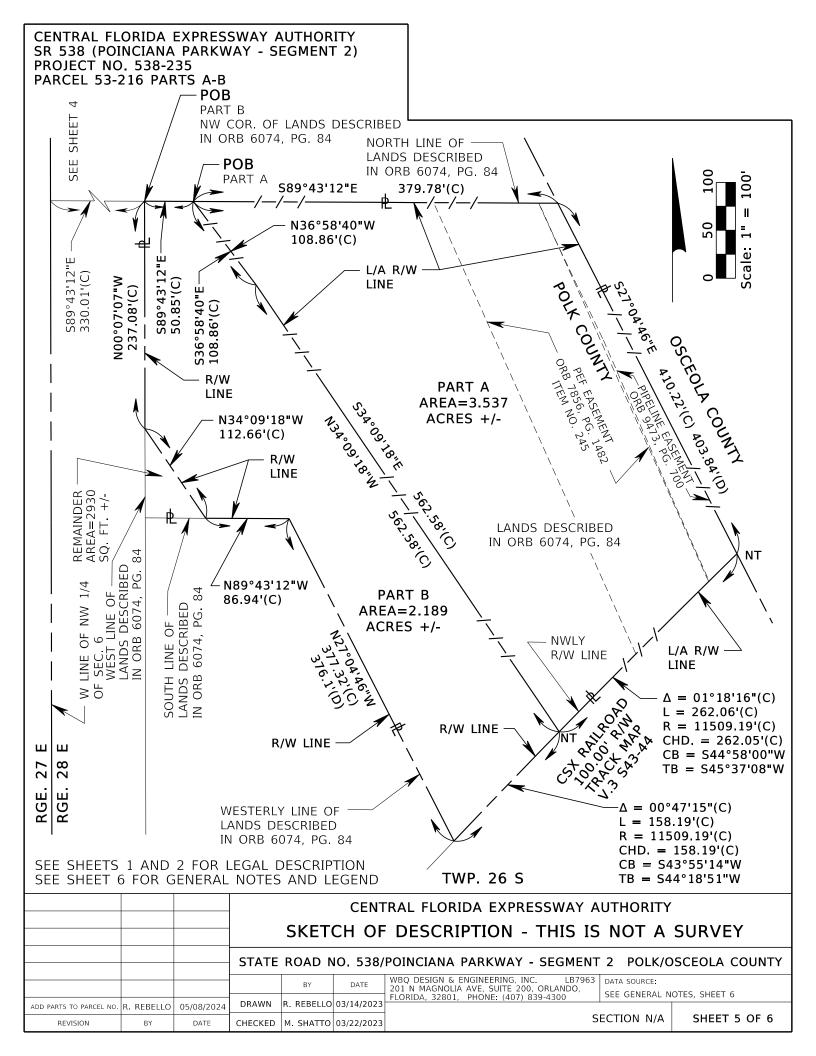
CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-216 PARTS A-B



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY						
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY						
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OTEC CHEET 6	
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	R. REBELLO	03/14/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL NOTES, SHEET 6		
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/22/2023	S	SECTION N/A   SHEET 3 OF 6		





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-216 PARTS A-B

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST OUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM. 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-216 DATED 12/01/2020 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND FILE NO. 30362-215A DATED 3/11/2024 AT 8:00 A.M.

# **LEGEND**

CHD. = CHORD DISTANCE ID = IDENTIFICATION PEF = PROGRESS ENERGY FLORIDA ΙP PC CB = CHORD BEARING = IRON PIPE = POINT OF CURVATURE = CENTERLINE ΙR = IRON ROD OR REBAR = POINT OF INTERSECTION (C) = CALCULATED DATAIRC = IRON ROD AND CAP POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENTPT AUTHORITY L/A = LIMITED ACCESS = POINT OF TANGENCY PROI. = PROIFCTCO. = COUNTYMON. = MONUMENTATION/MONUMENT = CONCRETE MONUMENT NO. = NUMBER = RADIUS = COUNTY ROAD N/A = NOT APPLICABLE = RAILROAD CR RR CSX = CHESSIE SEABOARD CONSOLIDATED NL = NAIL RGE. = RANGE= DEGREE N&D = NAIL & DISK REF. = REFERENCE D NT (D) = DEED DATA= NON-TANGENT R/W = RIGHT OF WAYSEC. = SECTIONDB = DEED BOOK NTS = NOT TO SCALE NWLY = NORTHWESTERLY SQ .FT.= SQUARE FEET DR. = DRIVE = DELTA (CENTRAL ANGLE) OR = OFFICIAL RECORD SR = STATE ROAD Τ FND. = FOUND ORB = OFFICIAL RECORD BOOK = TANGENT (F) PG. = PAGE = FIELD TB = TANGENT BEARING PLS = TANGENT TO CURVE F.P. = FINANCIAL PROJECT = PROFESSIONAL LAND SURVEYOR TC FDOT = FLORIDA DEPARTMENT OF = PROPERTY LINE TWP. = TOWNSHIP (P) **TRANSPORTATION** = PLAT DATA UE = UTILITY EASEMENT = PLAT BOOK PB

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

# lartin J Shatto Digitally signed by Martin J Shatto Date: 2024.07.01 07:02:18 -04'00'

MARTIN I. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

CHECKED M. SHATTO 03/22/2023

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION

DATE



١					SILLI		DESCRIPTION THIS IS	NOI A	SORVET
				STATE	ROAD N	IO 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
١	GENERAL NOTE 3	D.WILLIAMS	06/28/2024		TOND I	.0. 550/			JOELOLA COUNTY
1	ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OVE
ı	UPDATE TITLE	MJS	4/02/2024	DRAWN	R.REBELLO	03/14/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 AB	UVE
-	OPDATE TITLE	MIZ	4/02/2024		M CHATTO			ECTION N/A	SHEET 6 OF 6

Kered Land Sur

PROJECT NO. 538-235 PARCEL 53-217 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

#### PART A

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8898, PAGE 2107 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, SOUTH 00°41′53″ WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07′07" EAST, A DISTANCE OF 1160.03 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8898, PAGE 2107; THENCE ALONG SAID NORTH LINE SOUTH 89°43′12" WEST, A DISTANCE OF 132.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89°43′12" EAST, A DISTANCE OF 460.03 FEET TO A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 27°04′46″ EAST, A DISTANCE OF 371.56 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 89°43′12" WEST, A DISTANCE OF 379.78 FEET; THENCE NORTH 36°58′40" WEST, A DISTANCE OF 414.61 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3.181 ACRES, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 5					
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	R. REBELLO	02/28/2023			,					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET		SHEET 1 OF 5					

PARCEL 53-217 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART B

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8898, PAGE 2107 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

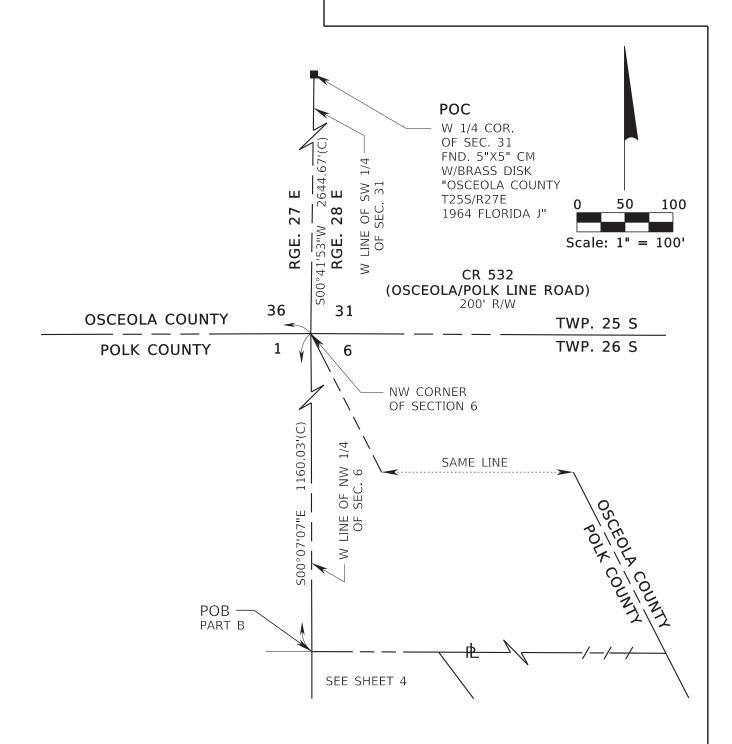
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41′53″WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07′07" EAST, A DISTANCE OF 1160.03 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE SOUTH 89°43′12" EAST, A DISTANCE OF 132.14 FEET; THENCE SOUTH 36°58′40" EAST, A DISTANCE OF 414.61 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 89°43′12" WEST, A DISTANCE OF 226.15 FEET; THENCE NORTH 36°58′40" WEST, A DISTANCE OF 257.90 FEET TO AFOREMENTIONED WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07′07" WEST, A DISTANCE OF 124.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.579 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 4.760 ACRES, MORE OR LESS.

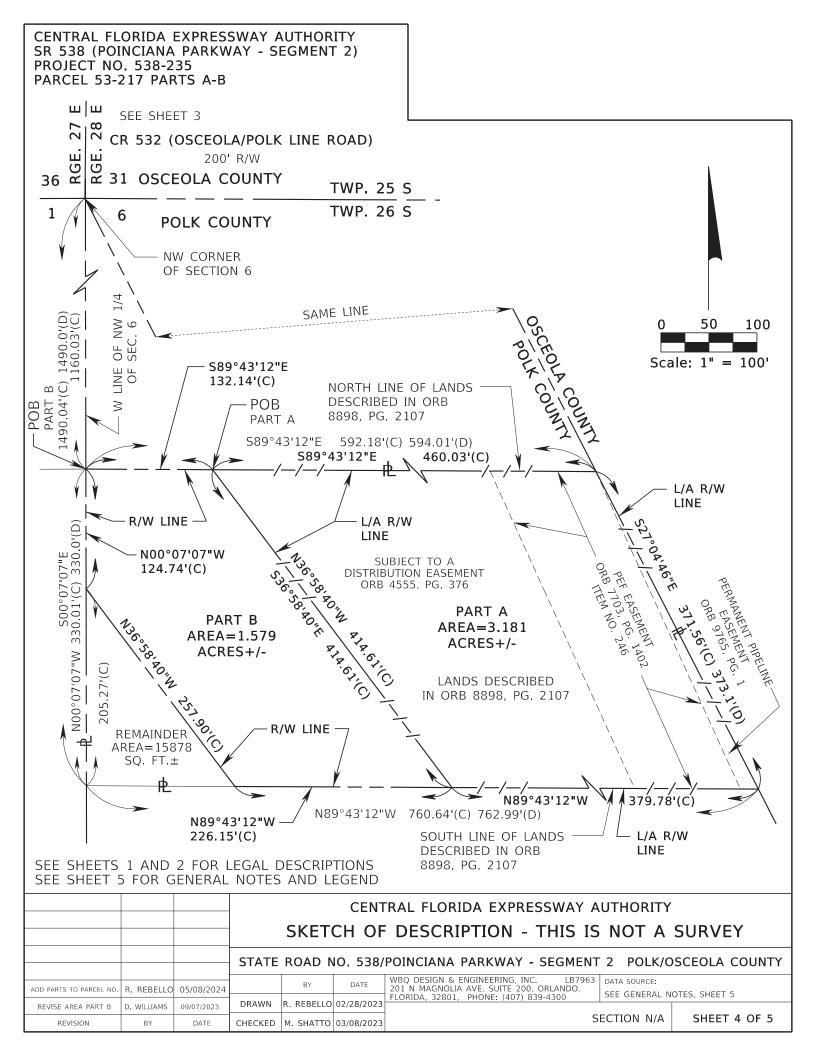
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 5					
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	R. REBELLO	02/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	,					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 2 OF 5							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-217 PARTS A-B



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET E				
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	R. REBELLO	02/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S				
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 3 OF 5						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-217 PARTS A-B

# **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST OUARTER OF SECTION 6. TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM. 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-217 DATED 12/01/2020 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# **LEGEND**

CHD. = CHORD DISTANCE ID PEF = PROGRESS ENERGY FLORIDA = IDENTIFICATION = CHORD BEARING ĬΡ = IRON PIPE PC = POINT OF CURVATURE = CENTERLINE IR = IRON ROD OR REBAR = POINT OF INTERSECTION POB = CALCULATED DATA IRC = POINT OF BEGINNING (C) = IRON ROD AND CAP POC = POINT OF COMMENCEMENT CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENT **AUTHORITY** PT = POINT OF TANGENCY L/A = LIMITED ACCESSCO. = COUNTY MON. = MONUMENTATION/MONUMENT PROJ. = PROJECTCMNO. = NUMBERR = RADIUS = CONCRETE MONUMENT CR = COUNTY ROAD N/A = NOT APPLICABLERR = RAILROAD CSX = CHESSIE SEABOARD CONSOLIDATED NL = NAIL RGE. = RANGE= DEGREE N&D = NAIL & DISKREF. = REFERENCE  $\Box$ (D) = DEED DATA = NON-TANGENT R/W = RIGHT OF WAY NTS = NOT TO SCALE DB = DEED BOOK SEC. = SECTION DR. = DRIVE OR = OFFICIAL RECORD SR = STATE ROAD ORB = OFFICIAL RECORD BOOK SQ. FT.= SQUARE FEET = DELTA (CENTRAL ANGLE) PG. = PAGE Τ = TANGENT FND. = FOUNDPLS (F) = FIELD= PROFESSIONAL LAND SURVEYOR TB = TANGENT BEARING = PROPERTY LINE TC = TANGENT TO CURVE FDOT = FLORIDA DEPARTMENT OF **TRANSPORTATION** (P) = PLAT DATA TWP. = TOWNSHIPPB = PLAT BOOK UE = UTILITY EASEMENT

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

# Martin J Shatto Shatto

Digitally signed by Martin J

Date: 2024.05.14 14:07:39 -04'00'

DRAWN

MARTIN J. SHATTO, PSM

ADD PARTS TO PARCEL NO. R. REBELLO 05/08/2024

BY

UPDATE TITLE

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

R. REBELLO 02/28/2023

CHECKED M. SHATTO 03/08/2023

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 3 AND 4 FOR SKETCH OF DESCRIPTION

4/02/2024

DATE



CORIDA Stered Land Sul

SHEET 5 OF 5

LB7963

DATA SOURCE:

SECTION N/A

SEE NOTE 3 ABOVE

PROJECT NO. 538-235 PARCEL 53-218 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

# LEGAL DESCRIPTION

#### PART A

A PORTION OF LOT 14, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL I IN OFFICIAL RECORDS BOOK 12995, PAGE 765, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST OUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST. A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE SOUTH 89°17'43" EAST, A DISTANCE OF 256,40 FEET TO THE SOUTHWEST CORNER OF POMERANCE PARK UNIT TWO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 740.64 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 89°43'12" WEST, A DISTANCE OF 460.03 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 220.29 FEET TO A POINT ON AFOREMENTIONED WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 484.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 6.147 ACRES, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
REVISED LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/18/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NOTES, SHEET 4					
ADD PARTS TO PARCEL NO.				R. REBELLO	02/28/2023							
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A   SHEET 1 OF 4						

PARCEL 53-218 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART B

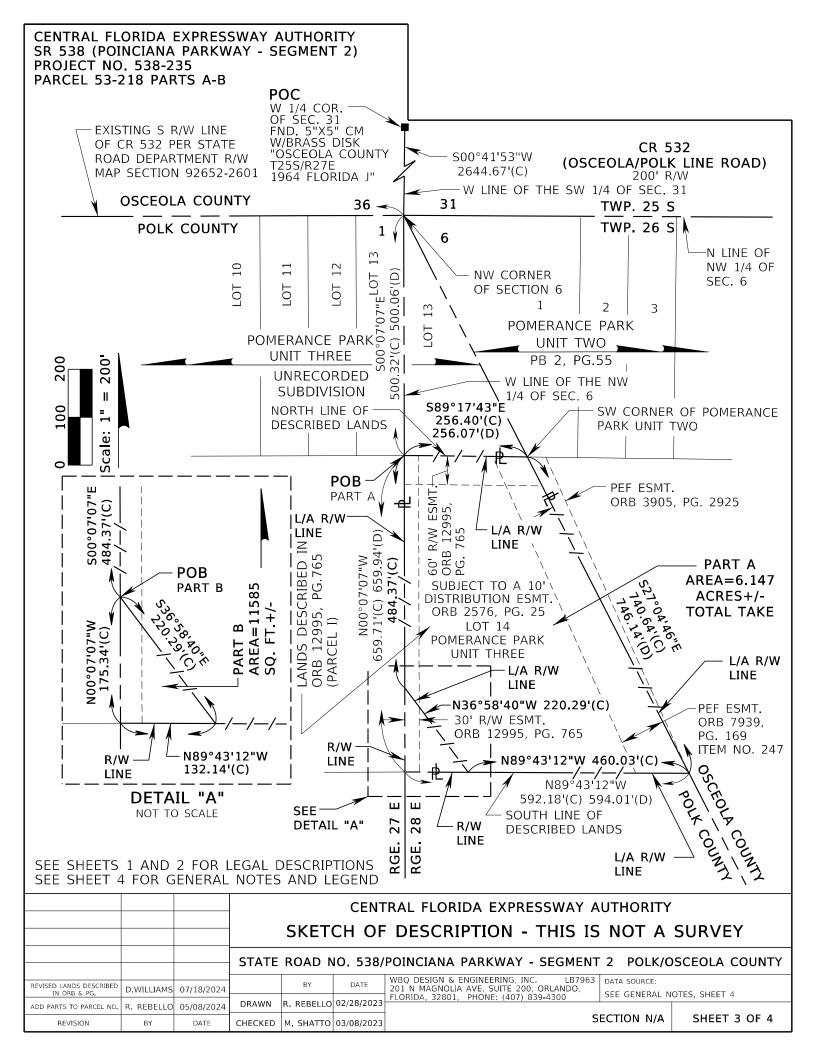
A PORTION OF LOT 14, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL I IN OFFICIAL RECORDS BOOK 12995, PAGE 765, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41′53″ WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07′07" EAST, A DISTANCE OF 500.32 FEET; THENCE CONTINUE ALONG SAID WEST LINE SOUTH 00°07′07" WEST, A DISTANCE OF 484.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 36°58′40" EAST, A DISTANCE OF 220.29 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 89°43′12" WEST, A DISTANCE OF 132.14 FEET TO A POINT ON AFOREMENTIONED WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07′07" WEST, A DISTANCE OF 175.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 11585 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 6.412 ACRES, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
REVISED LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/18/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 4				
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	R. REBELLO	02/28/2023	FEORIDA, 32001, FRONE. (407) 639-4300						
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 2 OF 4						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-218 PARTS A-B

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-218 DATED 12/01/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M., UPDATED 3/11/2024 AT 8:00 A.M. AND UPDATED 7/06/2024 AT 8:00 A.M., REVISED 7/08/2024 AND 7/25/2024

# **LEGEND**

CHD. = CHORD DISTANCE PC ID = IDENTIFICATION = POINT OF CURVATURE ĬΡ CB = CHORD BEARING = IRON PIPE = POINT OF INTERSECTION = CENTERLINE IR = IRON ROD OR REBAR POB = POINT OF BEGINNING (C) = CALCULATED DATA IRC = IRON ROD AND CAP POC = POINT OF COMMENCEMENT P.O.T. = POINT ON TANGENTCCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE LB = LICENSED BUSINESS PT = POINT OF TANGENCY CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY L/A = LIMITED ACCESS PROJ. = PROJECT CO. = COUNTYMON. = MONUMENTATION/MONUMENT = RADIUS COR. = CORNERNO. = NUMBER RR = RAILROAD CM = CONCRETE MONUMENT N/A = NOT APPLICABLE RGE. = RANGECR = COUNTY ROADNL = NAIL REF. = REFERENCE N&D = NAIL & DISKCSX = CHESSIE SEABOARD CONSOLIDATED R/W = RIGHT OF WAY= DEGREE NT = NON-TANGENT SEC. = SECTION D (D) = DEED DATA NTS = NOT TO SCALE SR = STATE ROADDB = DEED BOOK OR = OFFICIAL RECORD SO. FT.= SOUARE FEET ORB = OFFICIAL RECORD BOOK DR. = DRIVEΤ = TANGENT PEF ESMT. = EASEMENT = PROGRESS ENERGY FLORIDA ΤB = TANGENT BEARING PG. = DELTA (CENTRAL ANGLE) = PAGE TC = TANGENT TO CURVE FND. = FOUNDPLS = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP (F) = FIELD DATA= PROPERTY LINE UE = UTILITY EASEMENT (P) FDOT = FLORIDA DEPARTMENT OF = PLAT DATA PB = PLAT BOOK

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

TRANSPORTATION

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.07.30 12:24:14 -04'00'

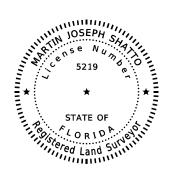
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 7/30/2024.

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 3 FOR SKETCH OF DESCRIPTION

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
UPDATE TITLE	MJS	7/26/2024	STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
UPDATE TITLE	MJS	7/09/2024			,			
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 AB	OVE
UPDATE TITLE	MJS	4/02/2024	DRAWN	R. REBELLO	02/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300		
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/08/2023	S	SHEET 4 OF 4	



PROJECT NO. 538-235 PARCEL 53-219 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

# LEGAL DESCRIPTION

PART A

A PORTION OF LOT 18, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11143, PAGE 671 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07'07" EAST, A DISTANCE OF 830.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°07'07" EAST, A DISTANCE OF 154.69 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 193.12 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 300.0 FEET OF THE NORTH 1160.0 FEET OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 1; THENCE ALONG SAID NORTH LINE NORTH 89°47'42" EAST, A DISTANCE OF 115.84 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 8960 SQUARE FEET, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNT								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 4				
ADD PARTS TO PARCEL NO	R. REBELLO	05/08/2024	DRAWN	J. J PIERRE	03/01/2023	/2023						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 1 OF		SHEET 1 OF 4				

PARCEL 53-219 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART B

A PORTION OF LOT 18, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11143, PAGE 671 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41′53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07′07" EAST, A DISTANCE OF 984.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°07′07" EAST, A DISTANCE OF 175.31 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 300.0 FEET OF THE NORTH 1160.0 FEET OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE ALONG SAID SOUTH LINE SOUTH 89°47′42" WEST, A DISTANCE OF 93.43 FEET; THENCE NORTH 36°58′40" WEST, A DISTANCE OF 411.98 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 300.0 FEET OF THE NORTH 1160.0 FEET OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE BAST HALF OF THE EAST HALF OF THE BAST HALF OF THE EAST HALF OF THE BAST HA

CONTAINING 1.438 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 1.644 ACRES, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A					
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	J. J PIERRE	03/01/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 4					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	ECTION N/A	SHEET 2 OF 4					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-219 PARTS A-B POC E 1/4 CORNER OF SECTION 36 FND. 5"X5" CM W/BRASS DISK "OSCEOLA COUNTY **7**9 T25S/R27E RGE. LINE 1964 FLORIDA J" 50 0 100 CR 532 Scale: 1'' = 100'(OSCEOLA/POLK LINE ROAD) 200' R/W 36 31 TWP. 25 S OSCEOLA COUNTY **POLK COUNTY** 6 TWP. 26 S NE CORNER NE 1/4 OF SEC. 1 OF SEC. 1 S00°07'07"E 830.00'(C) POMERANCE PARK UNIT THREE UNRECORDED SUBDIVISION POB L/A R/W PART A **LOT 15** LINE N89°47'42"E 659.85'(C) 536.56 N89°47'42"E 224.71'(C) 115 84 (C) R/W LINE N LINE OF THE PART B S 300.0' OF THE N 1160.0' OF THE AREA = 1.438ACRES +/-330.00'(C) E 1/2 OF THE E 1/2 OF THE NE 1/4 SEC. 1 PART A LOT 17 AREA=8960 SQ. FT.± LANDS DESCRIBED M,00,20,00N IN ORB 11143, PG. 671 L/A R/W **POB** REMAINDER LINE PART B 30 AREA=3.355 ACRES± R/W ESMT. ш ORB 11143, **LOT 18** F THE SEC. PG. 671 SUBJECT TO A POWER S00°07'07 S00°07 LINE ESMT. 90 DB 305, PG. 598 LINE 1/4 C R/W LINE S LINE OF THE S 300.0' OF THE 삐삙 N 1160.0' OF THE E 1/2 OF THE E 1/2 OF THE NE 1/4 SEC. 1 S89°47'42"W 659.86'(C) **LOT 19** S89°47'42"W 93.43'(C) SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 4 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 DRAWN J. J PIERRE 03/01/2023 ADD PARTS TO PARCEL NO. R. REBELLO 05/08/2024 SECTION N/A SHEET 3 OF 4 REVISION BY DATE CHECKED M. SHATTO 03/08/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-219 PARTS A-B

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-219 DATED 11/16/2020 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# **LEGEND**

CHD.	= CHORD DISTANCE	ID	=	IDENTIFICATION	PB	= PLAT BOOK
СВ	= CHORD BEARING	ΙP	=	IRON PIPE	PC	= POINT OF CURVATURE
Q Q	= CENTERLINE	IR	=	IRON ROD OR REBAR	ΡΙ	= POINT OF INTERSECTION
(C)	= CALCULATED DATA	IRC	=	IRON ROD AND CAP	POB	= POINT OF BEGINNING
CCR	= CERTIFIED CORNER RECORD	L	=	LENGTH OF CURVE	POC	= POINT OF COMMENCEMENT
CFX	= CENTRAL FLORIDA EXPRESSWAY	LB	=	LICENSED BUSINESS	P.O.T.	= POINT ON TANGENT
	AUTHORITY	L/A	=	LIMITED ACCESS	PT	= POINT OF TANGENCY
CO.	= COUNTY	MON.	=	MONUMENTATION/MONUMENT	PROJ.	= PROJECT
COR.	= CORNER	NO.	=	NUMBER	R	= RADIUS
CM	= CONCRETE MONUMENT	N/A	=	NOT APPLICABLE	RR	= RAILROAD
CR	= COUNTY ROAD	NL	=	NAIL	RGE.	= RANGE
CSX	= CHESSIE SEABOARD CONSOLIDATED	N&D	=	NAIL & DISK	REF.	= REFERENCE
D	= DEGREE	NT	=	NON-TANGENT	R/W	= RIGHT OF WAY
(D)	= DEED DATA	NTS	=	NOT TO SCALE	SEC.	= SECTION
DB	= DEED BOOK	OR	=	OFFICIAL RECORD	SR	= STATE ROAD
DR.	= DRIVE	ORB	=	OFFICIAL RECORD BOOK	SQ. F7	T.= SQUARE FEET
ESMT.	= EASEMENT	PG.	=	PAGE	Τ	= TANGENT
Δ	= DELTA (CENTRAL ANGLE)	PLS	=	PROFESSIONAL LAND SURVEYOR	TB	= TANGENT BEARING
FND.	= FOUND	PL	=	PROPERTY LINE	TC	= TANGENT TO CURVE
(F)	= FIELD DATA	(P)	=	PLAT DATA	TWP.	= TOWNSHIP
FDOT	= FLORIDA DEPARTMENT OF				UE	= UTILITY EASEMENT
	TRANSPORTATION					

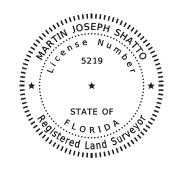
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 14:10:07 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION



				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	)VF				
UPDATE TITLE	MJS	4/03/2024	DRAWN	J. J PIERRE	03/01/2023							
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/08/2023	SECTION N/A SHEET		SHEET 4 OF 4				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-220 PARTS A-C

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

# LEGAL DESCRIPTION

PART A

A PORTION OF LOT 15, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4001, PAGE 2113 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°07'07" EAST, A DISTANCE OF 329.68 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4001, PAGE 2113; THENCE ALONG SAID SOUTH LINE SOUTH 89°47'42" WEST, A DISTANCE OF 115.84 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 411.61 FEET TO A POINT ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4001, PAGE 2113; THENCE ALONG SAID NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4001, PAGE 2113; THENCE ALONG SAID NORTH LINE NORTH 89°47'56" EAST, A DISTANCE OF 362.74 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.811 ACRES, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5				
ADDED PART C	J. J PIERRE	07/27/2023	DRAWN	J. J PIERRE	03/01/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S				
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/08/2023	SECTION N/A SHEET 1 OF 5						

PARCEL 53-220 PARTS A-C PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART B

A PORTION OF LOT 15, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4001, PAGE 2113 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07'07" EAST, A DISTANCE OF 830.00 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4001, PAGE 2113; THENCE ALONG SAID SOUTH LINE SOUTH 89°47'42" WEST, A DISTANCE OF 115.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 89°47'42" WEST, A DISTANCE OF 224.71 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 103.18 FEET; THENCE NORTH 60°04'36" EAST, A DISTANCE OF 50.38 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 71.63 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°47'42" EAST, A DISTANCE OF 5.85 FEET TO A POINT ON THE WEST LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WEST LINE NORTH 00°07'00" WEST, A DISTANCE OF 164.71 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4001, PAGE 2113; THENCE ALONG SAID NORTH LINE NORTH 89°47'56" EAST, A DISTANCE OF 33.10 FEET; THENCE SOUTH 36°58'40" EAST, A DISTANCE OF 411.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.109 ACRES, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5					
ADDED PART C	J. J PIERRE	07/27/2023	DRAWN	J. J PIERRE	03/01/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	Si	ECTION N/A	SHEET 2 OF 5					

PARCEL 53-220 PARTS A-C PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

#### PART C

A PORTION OF LOT 15, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4001, PAGE 2113 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07'07" EAST, A DISTANCE OF 830.00 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4001, PAGE 2113; THENCE ALONG SAID SOUTH LINE SOUTH 89°47'42" WEST, A DISTANCE OF 340.55 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 103.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 36°58'40" WEST, A DISTANCE OF 102.81 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°47'42" EAST, A DISTANCE OF 62.42 FEET; THENCE SOUTH 36°58'40" EAST, A DISTANCE OF 71.63 FEET; THENCE SOUTH 60°04'36" WEST, A DISTANCE OF 50.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 4361 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 3.021 ACRES, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	IOTES SHEET 5					
ADDED PART C	J. J PIERRE	07/27/2023	DRAWN	J. J PIERRE	03/01/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	ECTION N/A	SHEET 3 OF 5					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-220 PARTS A-C **POC** E 1/4 CORNER OF SECTION 36 FND. 5"X5" CM W/BRASS DISK "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" EAST CR 532 (OSCEOLA/POLK LINE ROAD) OF 200' R/W 31 36 TWP. 25 S <u>OSCEOLA COUNTY</u> TWP. 26 S 6 POLK COUNTY S00% 07'07"E 500.32'(C) NE COR. 25' R/W ESMT: NE 1/4 OF SEC. 1 POMERANCE PARK 32 (C) 06 (D) ORB 4537, PG. 2038 OF SEC. 1 **UNIT THREE** UNRECORDED SUBDIVISION LOT 9 LOT 11 LOT 12 LOT 10 NORTH LINE OF LANDS DESCRIBED IN V89°47'56"E 395.84'(C) 395.97'(D) ORB 4001, PG. 2113 N89°47'56"E 362.74'(C) POB \ R/W LINE C) 165'(D) LANDS DESCRIBED PART A IN ORB 4001, PG. 2113 SEC. **LOT 15** 329 94 (D) SUBJECT TO A POWER LINE ESMT. DB 305, PG. 598 SUBJECT TO A DISTRIBUTION ESMT. NORTH LINE OF OF ORB 2525, PG. 334 LANDS DESCRIBED IN 1/4 ORB 4001, PG. 2113 PART A AREA=1.811 **329 68'(C)** : 830 00'( N89°47'42"E PART B **LOT 15** ACRES+/-AREA=1.109 264.00'(C)(D) **ACRES±** N89°47'42"E SOUTH LINE OF 5.85'(C) LANDS DESCRIBED IN OF PART C 165 00 (C)(D) **p** ORB 4001, PG. 2113 N36°58'40"W AREA=4361 LINE M,,00,20,00N 71.63'(C) SO. FT.± R/W LINE N60°04'36"E **POB** 50.38'(C) REMAINDER PART C AREA=0.975 POB-PART B ACRES± S89°47'42"W 11,5 8,4 (Ç) S89°47'42"W 224.71 (C) S89°47'42"W 340.55 (C) 659.85'(C) 660.06'(D) S89°47'42"W R/W LINE L/A R/W LINE ш  $\infty$ LINE DATA 2 GE. **BEARING DISTANCE** GE. Nο N36°58'40"W 102.81'(C) 50 100 62.42'(C) L2 N89°47'42"E S36°58'40"E 71.63'(C) SEE SHEETS 1, 2 AND 3 FOR LEGAL DESCRIPTIONS 14 S60°04'36"W 50.38'(C) SEE SHEET 5 FOR GENERAL NOTES AND LEGEND Scale: 1" = 100' CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBO DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 ADD PARTS TO PARCEL NO. R. REBELLO 05/08/2024 SEE GENERAL NOTES, SHEET 5 DRAWN J. J PIERRE 03/01/2023 ADDED PART C J. J PIERRE 07/27/2023 SECTION N/A SHEET 4 OF 5 REVISION BY DATE CHECKED M. SHATTO 03/08/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-220 PARTS A-C

# **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-220 DATED 11/16/2020 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# **LEGEND**

CHD. = CHORD DISTANCE CB = CHORD BEARING = CENTERLINE (C) = CALCULATED DATACCR = CERTIFIED CORNER RECORD CFX = CENTRAL FLORIDA EXPRESSWAY **AUTHORITY** CO. = COUNTYCOR. = CORNERCM = CONCRETE MONUMENT = COUNTY ROAD CSX = CHESSIE SEABOARD CONSOLIDATED D = DEGREE (D) = DEED DATA= DEED BOOK DB DR. = DRIVE

ESMT. = EASEMENT = DELTA (CENTRAL ANGLE) FND. = FOUND(F) = FIELD DATAFDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

ID = IDENTIFICATION ĬΡ = IRON PIPE

IR = IRON ROD OR REBAR IRC = IRON ROD AND CAPL = LENGTH OF CURVE ΙB = LICENSED BUSINESS L/A = LIMITED ACCESS

MON. = MONUMENTATION/MONUMENT NO. = NUMBERN/A = NOT APPLICABLE

= NAIL NL N&D = NAIL & DISK

NT = NON-TANGENT NTS = NOT TO SCALEOR = OFFICIAL RECORD

ORB = OFFICIAL RECORD BOOK

PG. = PAGE

PLS = PROFESSIONAL LAND SURVEYOR

= PROPERTY LINE (P) = PLAT DATA = PLAT BOOK

= POINT OF CURVATURE

PΙ = POINT OF INTERSECTION POB = POINT OF BEGINNING

POC = POINT OF COMMENCEMENT

P.O.T. = POINT ON TANGENT PT = POINT OF TANGENCY

PROJ. = PROJECT = RADIUS RR = RAILROADRGE. = RANGEREF. = REFERENCER/W = RIGHT OF WAYSEC. = SECTION = STATE ROAD

TB = TANGENT BEARING TC = TANGENT TO CURVE

= TANGENT

TWP. = TOWNSHIP

Τ

UE = UTILITY EASEMENT

SHEET 5 OF 5

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472,027, FLORIDA STATUTES.

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 14:11:19 -04'00'

MARTIN J. SHATTO, PSM

REVISION

BY

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEETS 1, 2 AND 3 FOR LEGAL DESCRIPTIONS



			STATE	ROAD N	NO 538/	POINCIANA PARKWAY - SEGMENT	. 2 BOLK/0	SCEOLA COUNTY
ADD PARTS TO PARCEL NO	R. REBELLO	05/08/2024	JIAIL	NOAD I				
			1	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:	
UPDATE TITLE	MJS	4/02/2024		B1	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	SEE NOTE 3 AB	OVE
					0010410000	FLORIDA, 32801, PHONE: (407) 839-4300	JEL NOTE 3 AD	OVL
ADDED PART C	J. J PIERRE	07/27/2023	DRAWN	J. J PIERRE	03/01/2023			

SECTION N/A CHECKED M. SHATTO 03/08/2023

PARCEL 53-221

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

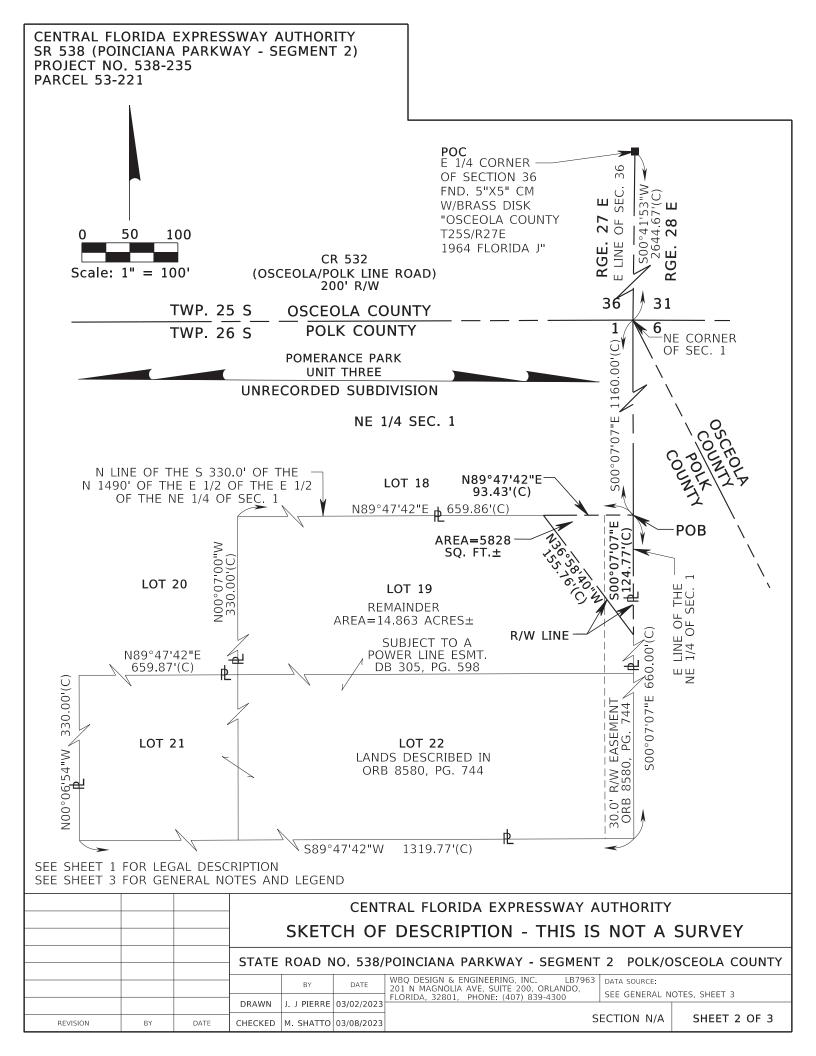
# LEGAL DESCRIPTION

A PORTION OF LOT 19, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8580, PAGE 744 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07'07" EAST, A DISTANCE OF 1160.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°07'07" EAST, A DISTANCE OF 124.77 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 155.76 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 330.0 FEET OF THE NORTH 1490 FEET OF THE EAST HALF OF THE EAST HALF OF THE NORTH B9°47'42" EAST, A DISTANCE OF 93.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 5828 SQUARE FEET, MORE OR LESS.

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
			DRAWN	J. J PIERRE	03/02/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE SEIVERVIE IV	0123, 311221 3
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	ECTION N/A	SHEET 1 OF 3



### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-221 DATED 11/16/2020 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# **LEGEND**

CHD. = CHORD DISTANCE	ID = IDENTIFICATION	PC = POINT OF CURVATURE
CB = CHORD BEARING	ID = IDENTIFICATION IP = IRON PIPE IR = IRON ROD OR REBAR	PI = POINT OF INTERSECTION
Q = CENTERLINE	IR = IRON ROD OR REBAR	POB = POINT OF BEGINNING
(C) = CALCULATED DATA	IRC = IRON ROD AND CAP	POC = POINT OF COMMENCEMENT
CCR = CERTIFIED CORNER RECORD	L = LENGTH OF CURVE	P.O.T. = POINT ON TANGENT
CFX = CENTRAL FLORIDA EXPRESSWAY		PT = POINT OF TANGENCY
AUTHORITY	L/A = LIMITED ACCESS	PROJ. = PROJECT
CO. = COUNTY	MON. = MONUMENTATION/MONUMENT	R = RADIUS
COR. = CORNER	NO. $=$ NUMBER	RR = RAILROAD
CM = CONCRETE MONUMENT	N/A = NOT APPLICABLE	RGE. = RANGE
CR = COUNTY ROAD	NL = NAIL	REF. = REFERENCE
CSX = CHESSIE SEABOARD CONSOLIDATED	N&D = NAIL & DISK	
D = DEGREE	NT = NON-TANGENT	SEC. = SECTION
(D) = DEED DATA	NTS = NOT TO SCALE	SR = STATE ROAD
DB = DEED BOOK	OR = OFFICIAL RECORD	
DR. = DRIVE	ORB = OFFICIAL RECORD BOOK	T = TANGENT
ESMT. = EASEMENT	PG. = PAGE	
$\Delta$ = DELTA (CENTRAL ANGLE)	PLS = PROFESSIONAL LAND SURVEYOR	TC = TANGENT TO CURVE
FND. = FOUND  (F) = FIELD DATA	P = PROPERTY LINE	TWP. = TOWNSHIP
(F) = FIELD DATA	(P) = PLAT DATA	UE = UTILITY EASEMENT
FDOT = FLORIDA DEPARTMENT OF	PB = PLAT BOOK	

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 17:04:23 -04'00'

MARTIN J. SHATTO, PSM

TRANSPORTATION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

JLL SHLLI Z	TON SKL	TCH OF	DESCRIP	HON									
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY					
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	)VF					
UPDATE TITLE	MJS	4/02/2024	DRAWN	J. J PIERRE	03/02/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE NOTE 3 ABO	J. L.					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	ECTION N/A	SHEET 3 OF 3					



PROJECT NO. 538-235 PARCEL 53-222 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART A

A PORTION OF LOT 15, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4753, PAGE 1880 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET; THENCE SOUTH 89°47'56" WEST, A DISTANCE OF 395.84 FEET TO A POINT ON THE EAST LINE OF SAID DESCRIBED LANDS AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE SOUTH 00°07'00" EAST, A DISTANCE OF 164.71 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°47'42" WEST, A DISTANCE OF 5.85 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 205.63 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°47'56" EAST, A DISTANCE OF 129.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 11123 SQUARE FEET, MORE OR LESS.

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES, SHEET 4
ADDED PART B	J. J PIERRE	07/28/2023	DRAWN	J. J PIERRE	03/02/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE SEIVERVIE IV	0123, 311221 1
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	ECTION N/A	SHEET 1 OF 4

PROJECT NO. 538-235 PARCEL 53-222 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART B

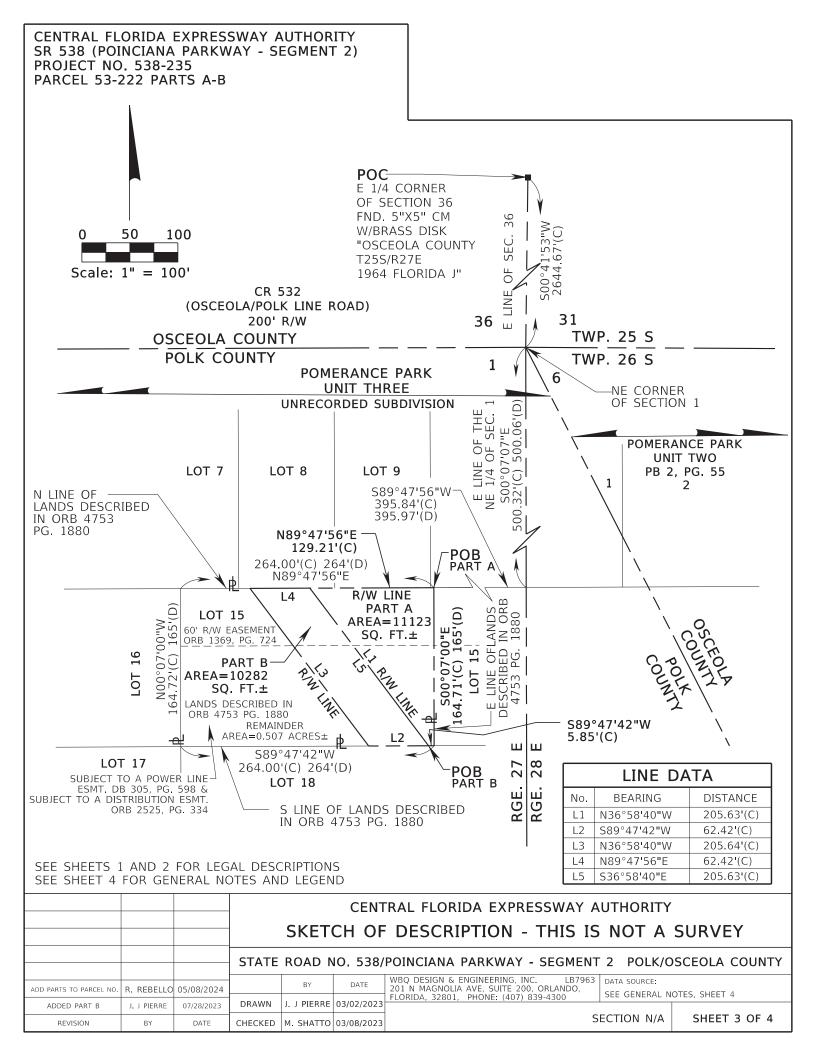
A PORTION OF LOT 15, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4753, PAGE 1880 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET; THENCE SOUTH 89°47'56" WEST, A DISTANCE OF 395.84 FEET TO A POINT ON THE EAST LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID EAST LINE SOUTH 00°07'00" EAST, A DISTANCE OF 164.71 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°47'42" WEST, A DISTANCE OF 5.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 89°47'42" WEST, A DISTANCE OF 62.42 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 205.64 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°47'56" EAST, A DISTANCE OF 62.42 FEET; THENCE SOUTH 36°58'40" EAST, A DISTANCE OF 205.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 10282 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 21405 SQUARE FEET, MORE OR LESS.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET A				
ADDED PART B	J. J PIERRE	07/28/2023	DRAWN	J. J PIERRE	03/02/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	OTES, SHEET 4				
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/08/2023	S	ECTION N/A	SHEET 2 OF 4				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-222 PARTS A-B

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 31495-4 DATED 02/25/2022 AT 8:00 A.M. AND FILE NO. 30362-222 DATED 3/20/2023 AT 8:00 A.M., UPDATED 3/11/2024 AT 8:00 A.M.

# **LEGEND**

PC = POINT OF CURVATURE CHD. = CHORD DISTANCE ID = IDENTIFICATION = CHORD BEARING ĬΡ = IRON PIPE = POINT OF INTERSECTION = CENTERLINE ΙR = IRON ROD OR REBAR POB = POINT OF BEGINNING (C) = CALCULATED DATA IRC = IRON ROD AND CAP RGE. = RANGEREF. = REFERENCE CCR = CERTIFIED CORNER RECORD = LENGTH OF CURVE CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS R/W = RIGHT OF WAYSEC. = SECTIONAUTHORITY L/A = LIMITED ACCESS CO. = COUNTYMON. = MONUMENTATION/MONUMENT SR = STATE ROAD COR. = CORNER NO. = NUMBERSQ. FT.= SQUARE FEET Т CM = CONCRETE MONUMENT N/A = NOT APPLICABLE = TANGENT = NAIL ΤB = TANGENT BEARING CR = COUNTY ROAD NL CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISK= TANGENT TO CURVE D = DEGREE NT = NON-TANGENT TWP. = TOWNSHIP = DEED DATA (D) NTS = NOT TO SCALEUE = UTILITY EASEMENTNNING OR = OFFICIAL RECORD POC = POINT OF COMMENCEMENT = DEED BOOK ORB = OFFICIAL RECORD BOOK P.O.T. = POINT ON TANGENTDR. = DRIVEESMT. = EASEMENT PG. = PAGE PT = POINT OF TANGENCY PLS = DELTA (CENTRAL ANGLE) = PROFESSIONAL LAND SURVEYOR PROJ. = PROJECT FND. = FOUND= PROPERTY LINE R = RADIUS (P) RR (F) = FIELD DATA= PLAT DATA = RAILROAD PB = PLAT BOOK FDOT = FLORIDA DEPARTMENT OF

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 14:12:27 -04'00'

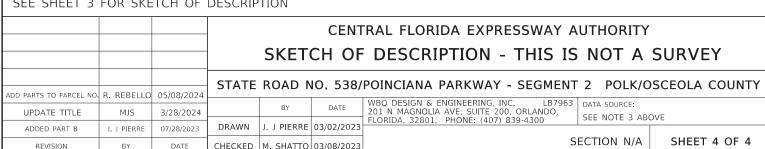
MARTIN J. SHATTO, PSM

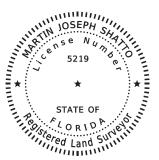
TRANSPORTATION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 3 FOR SKETCH OF DESCRIPTION





PARCEL 53-223

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

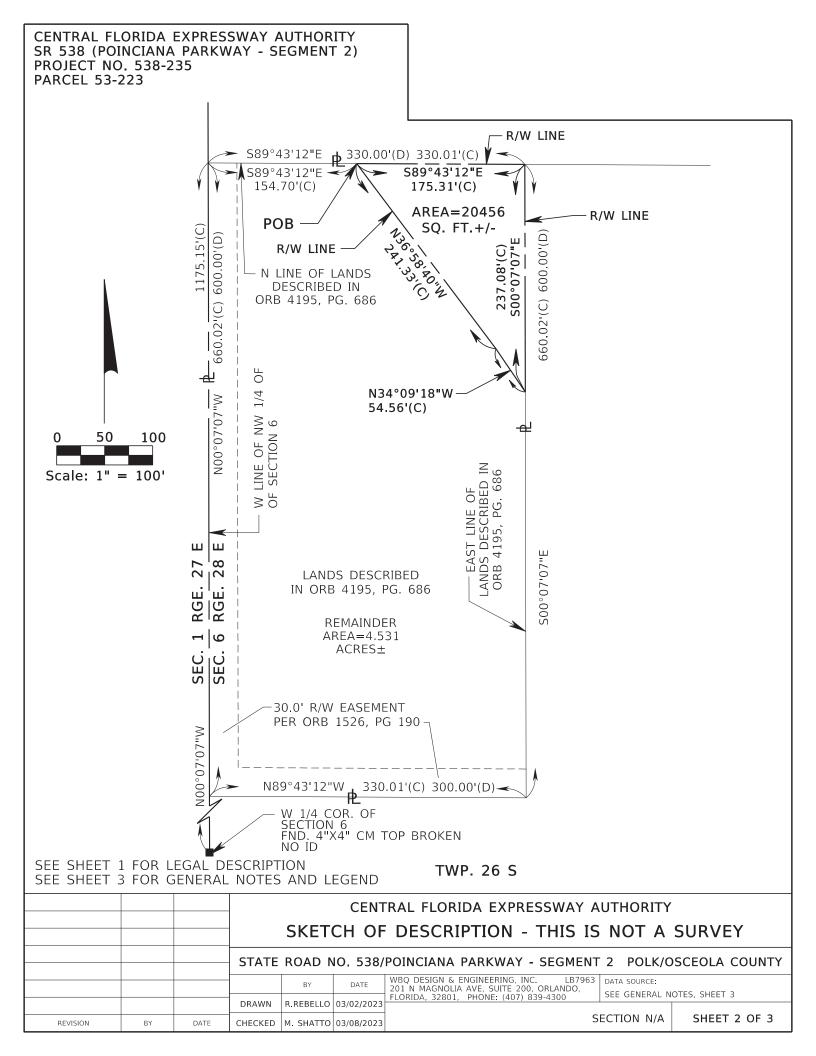
# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4195, PAGE 686, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT TOP BROKEN WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 NORTH 00°07'07" WEST, A DISTANCE OF 1175.15 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4195, PAGE 686, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE SOUTH 89°43'12" EAST, A DISTANCE OF 154.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89°43'12" EAST, A DISTANCE OF 175.31 FEET TO A POINT ON THE EAST LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID EAST LINE SOUTH 00°07'07" EAST, A DISTANCE OF 237.08 FEET; THENCE NORTH 34°09'18" WEST, A DISTANCE OF 54.56 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 241.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 20456 SQUARE FEET, MORE OR LESS.

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 2
			DRAWN	R.REBELLO	03/02/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	Si	ECTION N/A	SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-223** 

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST BEING NORTH 00°07'07" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM. 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-223 DATED 11/13/2020 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

## LEGEND

CHD. = CHORD DISTANCE ID = IDENTIFICATION PFF = PROGRESS ENERGY FLORIDA CB = CHORD BEARING ΙP = IRON PIPE PC = POINT OF CURVATURE = CENTERLINE IR = IRON ROD OR REBAR = POINT OF INTERSECTION = CALCULATED DATA IRC = IRON ROD AND CAP POB = POINT OF BEGINNING (C) CCR = CERTIFIED CORNER RECORD = LENGTH OF CURVE POC = POINT OF COMMENCEMENT 1 CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENTPΤ **AUTHORITY** L/A = LIMITED ACCESS= POINT OF TANGENCY PROJ. = PROJECT CO. = COUNTYMON. = MONUMENTATION/MONUMENT CM = CONCRETE MONUMENT NO. = NUMBER= RADIUS = COUNTY ROAD N/A = NOT APPLICABLERR = RAILROAD CSX = CHESSIE SEABOARD CONSOLIDATED = NAIL RGE. = RANGE= DEGREE N&D = NAIL & DISKREF. = REFERENCE D NT = NON-TANGENT = RIGHT OF WAY (D) = DEED DATA R/W NTS = NOT TO SCALE DB = DEED BOOK SEC. = SECTIONDR. = DRIVFOR = OFFICIAL RECORD SO.FT. = SOUARE FEET = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK SR = STATE ROAD FND. = FOUNDPG. = PAGE Т = TANGENT PLS = PROFESSIONAL LAND SURVEYOR TB (F) = FIELD = TANGENT BEARING F.P. = FINANCIAL PROJECT = PROPERTY LINE TC = TANGENT TO CURVE FDOT = FLORIDA DEPARTMENT OF (P) = PLAT DATA TWP. = TOWNSHIPPB TRANSPORTATION = PLAT BOOK UE = UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472 027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.02 17:05:50 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



SIAIL	NOAD	NO. J	330/1	OINCIANA	FAINKWA	' -	SEGMENT	_	FOLK/OSCLOLA COUNTY
	DV	D.4	TE	WBQ DESIGN &	ENGINEERING,	INC.	LB7963	DATA	SOURCE:

LORIDA riered Land Sur

SHEET 3 OF 3

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE DRAWN R.REBELLO 03/02/2023 UPDATE TITLE 4/02/2024

SECTION N/A REVISION BY DATE CHECKED M. SHATTO 03/08/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-225 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

#### PART A

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8255, PAGE 662 AND OFFICIAL RECORDS BOOK 9039, PAGE 835 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1329.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 27.96 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET. A CHORD BEARING OF SOUTH 32°42'20" WEST AND A CHORD DISTANCE OF 114.36 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°49'10" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°13'40", A DISTANCE OF 114.36 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST OUARTER OF SAID SECTION 6: THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 32°21'19" WEST AND A CHORD DISTANCE OF 237.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°28'21", A DISTANCE OF 237.16 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9039, PAGE 835 OF SAID PUBLIC RECORDS: THENCE ALONG SAID SOUTH LINE SOUTH 89°50'48" WEST, A DISTANCE OF 20.08 FEET; THENCE NORTH 31°24'46" EAST, A DISTANCE OF 9.28 FEET; THENCE NORTH 31°24'20" EAST, A DISTANCE OF 225.43 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE CONTINUE NORTH 31°24'20" EAST, A DISTANCE OF 142.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 7300 SQUARE FEET, MORE OR LESS.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY					
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5				
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	R.REBELLO	06/07/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEL GLINERAL IV					
REVISION	BY	DATE	CHECKED M. SHATTO 06/07/2023 SECTION N/A SHEET 1 OF 5									

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-225 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHTS ONLY

**ESTATE: FEE SIMPLE** 

## LEGAL DESCRIPTION

PART B

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8255, PAGE 662 AND OFFICIAL RECORDS BOOK 9039, PAGE 835 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1329.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 31°24'20" WEST, A DISTANCE OF 142.19 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE CONTINUE SOUTH 31°24'20" WEST, A DISTANCE OF 225.43 FEET TO THE POINT OF TERMINUS.

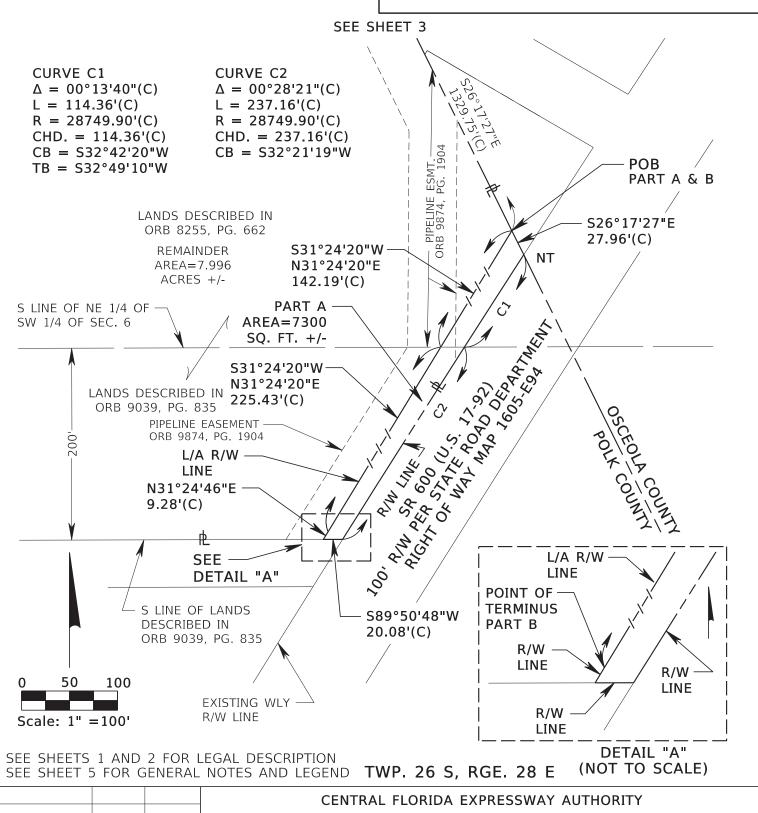
LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				CKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE			POINCIANA PARKWAY - SEGMENT		
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5
ADD PARTS TO PARCEL NO	R. REBELLO	05/08/2024	DRAWN	R.REBELLO	06/07/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET S
REVISION	BY	DATE	CHECKED M. SHATTO 06/07/2023 SECTION N/A SHEET 2 OF 5					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-225 PARTS A-B 200 N LINE OF NW 1/4 OF NW COR. NE 1/4 OF SW 1/4 OF SEC. 6 SW 1/4 OF SECTION 6 Ш GRANT STREET (P) 100 S89°49'30"E 1359.25'(F)/ Scale: SAME LINE S59°37'44"E S00°35'04"W 699.56'(C) POC 9 W 1/4 CORNER 2.68 (C) OF SECTION 6 EC. LINE DATA FND. 4"X4" CM SE **BEARING** DISTANCE No. TOP BROKEN NO ID S60°12'06"E 300.01'(C) I 1 LABOR CAMP L2 S60°25'05"E 72.60'(C) RIW VARIES L3 S60°09'06"E 28.05'(C) S62°11'41"E 155.21'(C) L4 1492 S26°17'27"E 273.38'(C) EASEMENT - 3 7856, PG 1 NO 237 POAD OFF ARTHEN ш · 970 615 49 (C) SWRGE. 텡 PEF E ORB ITEM 0F 4 SEC. LINE LANDS DESCRIBED IN ORB 8255, PG. 662 NE REMAINDER ≥ N ш CURVE C1 <u>P</u> AREA=7.996  $\Delta = 00^{\circ}13'40"(C)$ ACRES +/-N00°35' LINE V 1/4 L = 114.36'(C)PIPELINE ESMT. **POB** R = 28749.90'(C)ORB 9761, PG. 739 W L SW PART A CHD. = 114.36'(C)PART A  $CB = S32^{\circ}42'20"W$ SEE AREA=7300  $TB = S32^{\circ}49'10"W$ NT SHEET 4 SQ. FT. +/-546'(D) N00°35'04"E 200.02'(C) S LINE OF NE 1/4 OF SW 1/4 OF SEC. 6 200'(D) PEF EASEMENT ORB 7792, PG. 2215 L/A R/W CURVE C2 ITEM NO. 236 LINE  $\Delta = 00^{\circ}28'21''(C)$ L = 237.16'(C)R = 28749.90'(C)CHD. = 237.16'(C)EtSIMC, S89°50'48"W  $CB = S32^{\circ}21'19"W$ 428.11'(C) W LINE OF SE 1/4 OF SW 1/4 OF SEC. 6 SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 5 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 5 DRAWN R. REBELLO 06/07/2023 ADD PARTS TO PARCEL NO. R. REBELLO 05/08/2024 SECTION N/A SHEET 3 OF 5 REVISION BY DATE CHECKED M. SHATTO 06/07/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-225 PARTS A-B



					CENT	RAL FLORIDA EXPRESSWAY A	CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY								
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET E								
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	R. REBELLO	06/07/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S								
REVISION	BY	DATE	CHECKED	M. SHATTO	06/07/2023	S	ECTION N/A	SHEET 4 OF 5								

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-225 PARTS A-B

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST OUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-225 DATED 10/19/2020 AT 8:00 A.M., REVISED 3/17/2023 AND UPDATED 3/11/2024 AT 8:00 A.M.

LE	GEND	ID	= IDENTIFICATION	PC	= POINT OF CURVATURE
CHD.	= CHORD DISTANCE	ΙP	= IRON PIPE	ΡΙ	= POINT OF INTERSECTION
CHD.	= CHORD BEARING	IR	= IRON ROD OR REBAR	POB	= POINT OF BEGINNING
	= CENTERLINE	IRC	= IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
و (C)	= CALCULATED DATA	L	= LENGTH OF CURVE	P.O.T.	= POINT ON TANGENT
CCR	= CERTIFIED CORNER RECORD	LB	= LICENSED BUSINESS	PT	= POINT OF TANGENCY
CFX	= CENTRAL FLORIDA EXPRESSWAY	L/A	= LIMITED ACCESS	PROJ.	= PROJECT
CFX	AUTHORITY	MON.	= MONUMENTATION/MONUMENT	R	= RADIUS
CO.	= COUNTY	NO.	= NUMBER	RD.	= ROAD
COR	= CORNER	N/A	= NOT APPLICABLE	RR	= RAILROAD
COK.	= CONCRETE MONUMENT	NELY	= NORTHEASTERLY	RGE.	= RANGE
CR	= COUNTY ROAD	NL	= NORTHEASTERLY = NAIL	REF.	= REFERENCE
CSX	= CHESSIE SEABOARD CONSOLIDATED	NLY	= NORTHERLY	R/W	= RIGHT OF WAY
D	= DEGREE	N&D	= NAIL & DISK	SEC.	= SECTION
(D)	= DEGNEE = DEED DATA	NT	= NON-TANGENT	SLY	= SOUTHERLY
DB	= DEED BOOK	NTS	= NOT TO SCALE	SELY	= SOUTHEASTERLY
DR.	= DRIVE	NWLY	= NORTHWESTERLY	SQ. F	Γ.= SQUARE FEET
	= EASEMENT	OR	= OFFICIAL RECORD	SR	= STATE ROAD
L3M1. ∆	= DELTA (CENTRAL ANGLE)	ORB	= OFFICIAL RECORD BOOK	ST.	= STREET
FND.	= FOUND	PG.	= PAGE	Τ	= TANGENT
(F)	= FIELD DATA	PLS	= PROFESSIONAL LAND SURVEYOR	TB	= TANGENT BEARING
FDOT		PL	= PROPERTY LINE	TC	= TANGENT TO CURVE
FDOT	TRANSPORTATION	(P)	= PLAT DATA	TWP.	= TOWNSHIP
FT.	= FEET	PB	= PLAT BOOK	UE	= UTILITY EASEMENT
11.	-	PEF	= PROGRESS ENERGY FLORIDA	WLY	= WESTERLY

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 14:13:38 -04'00'

	OF PRAC	CTICE AS	REQUIR	RED BY	CHAPTER	ON IS IN ACCORDANCE WITH THE R 5J-17 FLORIDA ADMINISTRATIVE TES.		JOSEPH SHALL						
Martin J	Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 14:13:38 -04'00'													
FLORIDA PROF	MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.													
SEE SHEETS SEE SHEETS						ON	Tinte,	red Land Surviv						
					CENT	RAL FLORIDA EXPRESSWAY AUT	HORITY							
				SKET	CH OF	DESCRIPTION - THIS IS N	IOT A	SURVEY						
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT 2	POLK/O	SCEOLA COUNTY						
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE SUITE 200 ORLANDO	A SOURCE: NOTE 3 ABO	DVE						
UPDATE TITLE	MJS	4/02/2024	DRAWN	R.REBELLO	06/07/2023	TECNIDA, 32001, FRONE. (407) 039-4300								
REVISION	BY	DATE	CHECKED	M. SHATTO	06/07/2023	SECT	TION N/A	SHEET 5 OF 5						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-229A

PURPOSE: RIGHT-OF-WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

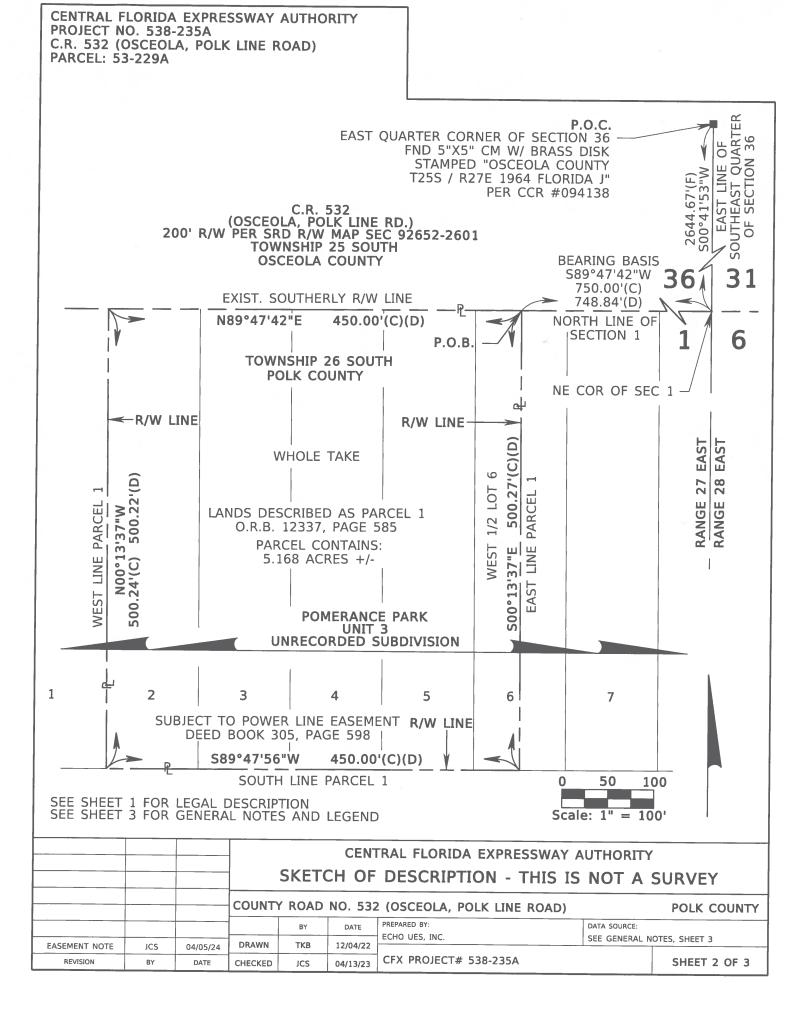
ALL OF LOTS 2 THROUGH 5 AND THE WEST HALF OF LOT 6 OF POMERANCE PARK, UNIT 3, AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ALSO BEING THE LANDS DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 12337, PAGE 585, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH A BRASS DISK STAMPED "OSCEOLA COUNTY T25S / R27E 1964 FLORIDA J", MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE SOUTH 00°41'53" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; THENCE SOUTH 89°47'42" WEST, ALONG THE NORTH LINE OF SAID SECTION 1, ALSO BEING THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 532, A 200 FOOT RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601, A DISTANCE OF 750.00 FEET TO THE EAST LINE OF PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 12337, PAGE 585, PUBLIC RECORDS OF POLK COUNTY, AND THE POINT OF BEGINNING; THENCE SOUTH 00°13'37" EAST, ALONG SAID EAST LINE, A DISTANCE OF 500.27 FEET TO THE SOUTH LINE OF SAID PARCEL 1; THENCE SOUTH 89°47'56" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 450.00 FEET TO THE WEST LINE OF SAID PARCEL 1; THENCE NORTH 00°13'37" WEST, ALONG SAID WEST LINE, A DISTANCE OF 500.24 FEET TO SAID NORTH LINE OF SECTION 1 AND SAID EXISTING SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 89°47'42" EAST, ALONG SAID SECTION LINE AND SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.168 ACRES, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROAL	D)	POLK COUNTY					
				BY	DATE	PREPARED BY:	DATA SOURCE:						
REVISE DESCRIPTION	JCS	04/05/24	DRAWN	TKB	12/04/22	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 3					
REVISION	BY	DATE	CHECKED	JCS	04/13/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-229A

#### **GENERAL NOTES:**

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'42" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF TITLE SEARCH REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2037-6244650, DATED OCTOBER 24, 2022 AT 8:00 A.M. AND PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30362-53-229 A, DATED JULY 19, 2023 AT 8:00 A.M., UPDATED MARCH 11, 2024 AT 8:00 A.M.

### LEGEND:

AC (C) CCR	= ACRES = CALCULATED DATA = CERTIFIED CORNER RECORD	N&D O.R.B.	= NAIL & DISK = OFFICIAL RECORDS BOOK = PROPERTY LINE
COR CM (D) EXIST. (F) FND ID LB NAD83	ECORD  CORNER  CONCRETE MONUMENT  DEED DATA  EXISTING  FIELD DATA  FOUND  IDENTIFICATION  LICENSED BUSINESS  NORTH AMERICAN	P.O.B. P.O.C. R/W W/ SEC S.R. C.R. RD. SRD	= POINT OF BEGINNING = POINT OF COMMENCEMENT = RIGHT OF WAY = WITH = SECTION = STATE ROAD = COUNTY ROAD = ROAD = STATE ROAD DEPARTMENT = MORE OR LESS
	DATUM OF 1983	. , -	- MORE OR LESS

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

DATE:

MICHAEL W. PATTERSON, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

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

16/2024

STATE OF

. FLORIDA.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

				SKET		TRAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			COUNT	ROAD	NO. 532	(OSCEOLA, POLK LINE ROAD)		POLK COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
GENERAL NOTE 3	JCS	04/05/24	DRAWN	ТКВ	12/04/22	ECHO UES, INC.	SEE GENERAL NO	OTE 3
REVISION	BY	DATE	CHECKED	JCS	04/13/23	CFX PROJECT# 538-235A		SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-229B PARTS 1-3

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

## LEGAL DESCRIPTION

#### PART 1

A PORTION OF LOTS 7, 8 AND 9 POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12337, PAGE 585 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, ALONG SAID COUNTY LINE AND ALONG SAID RIGHT OF WAY LINE SOUTH 89°47'42" WEST, A DISTANCE OF 400.00 FEET TO THE EAST LINE OF SAID LOT 9 AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE SOUTH 00°13'37" EAST, A DISTANCE OF 451.69 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 100.08 FEET; THENCE NORTH 21°25'34" WEST, A DISTANCE OF 398.55 FEET TO AFOREMENTIONED NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, THE POLK/OSCEOLA COUNTY LINE AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532; THENCE ALONG SAID LINES NORTH 89°47'42" EAST, A DISTANCE OF 204.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.180 ACRES, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS					
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5			
ADDED PART 3	J. J PIERRE	07/28/2023	DRAWN	J. J PIERRE	03/03/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET S			
REVISION	BY	DATE	CHECKED	CHECKED M. SHATTO 03/08/2023 SECTION N/A SHEET 1 OF 5							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-229B PARTS 1-3 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

#### PART 2

A PORTION OF EAST HALF LOT 6, LOTS 7, 8, AND 9 POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12337, PAGE 585 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1. ALONG SAID COUNTY LINE AND ALONG SAID RIGHT OF WAY LINE SOUTH 89°47'42" WEST, A DISTANCE OF 604.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 21°25'34" EAST, A DISTANCE OF 398.55 FEET; THENCE SOUTH 36°58'40" EAST, A DISTANCE OF 100.08 FEET TO THE EAST LINE OF AFOREMENTIONED LOT 9; THENCE ALONG SAID EAST LINE SOUTH 00°13'37" EAST, A DISTANCE OF 48.61 FEET TO THE SOUTH LINE OF AFOREMENTIONED LOT 9; THENCE ALONG THE SOUTH LINE OF SAID LOTS 8 AND 9 SOUTH 89°47'56" WEST, A DISTANCE OF 125.99 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 81.34 FEET; THENCE NORTH 21°25'34" WEST, A DISTANCE OF 466.78 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, SAID POLK/OSCEOLA COUNTY LINE AND SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532; THENCE ALONG SAID LINES NORTH 89°47'42" EAST, A DISTANCE OF 139.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,632 ACRES, MORE OR LESS,

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

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY				
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5			
ADDED PART 3	J. J PIERRE	07/28/2023	DRAWN	J. J PIERRE	03/03/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET S			
REVISION	ВҮ	DATE	CHECKED	CHECKED M. SHATTO 03/08/2023 SECTION N/A SHEET 2 OF 5							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-229B PARTS 1-3 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

PART 3

A PORTION OF EAST HALF LOT 6, LOTS 7 AND 8 POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12337, PAGE 585 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

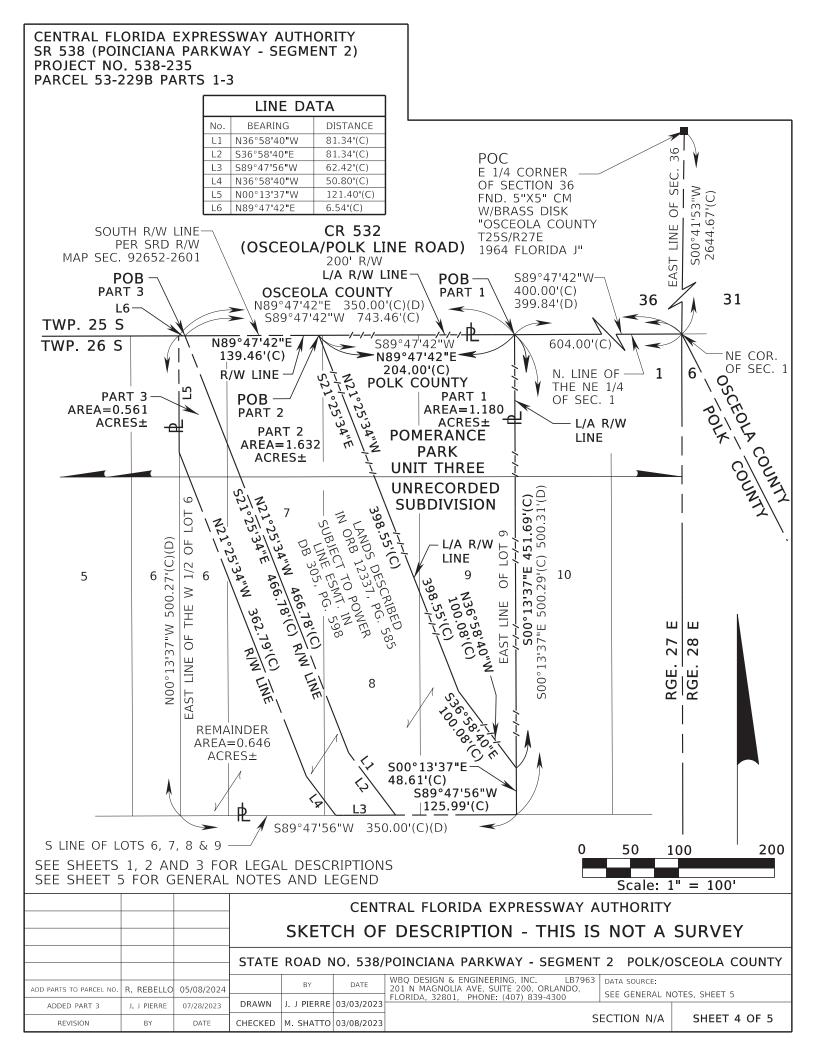
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1. ALONG SAID COUNTY LINE AND ALONG SAID RIGHT OF WAY LINE SOUTH 89°47'42" WEST, A DISTANCE OF 743.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 21°25'34" EAST, A DISTANCE OF 466.78 FEET; THENCE SOUTH 36°58'40" EAST, A DISTANCE OF 81.34 FEET TO THE SOUTH LINE OF AFOREMENTIONED LOT 8; THENCE ALONG THE SOUTH LINE OF SAID LOT 8 SOUTH 89°47'56" WEST, A DISTANCE OF 62.42 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 50.80 FEET; THENCE NORTH 21°25'34" WEST, A DISTANCE OF 362.79 FEET TO THE EAST LINE OF THE WEST 1/2 OF AFOREMENTIONED LOT 6; THENCE ALONG SAID EAST LINE NORTH 00°13'37" WEST, A DISTANCE OF 121.40 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, SAID POLK/OSCEOLA COUNTY LINE AND SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532; THENCE ALONG SAID LINES NORTH 89°47'42" EAST, A DISTANCE OF 6.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 0,561 ACRES, MORE OR LESS,

CONTAINING IN THE AGGREGATE 3.374 ACRES, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS					
			STATE	TATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 5			
ADDED PART 3	J. J PIERRE	07/28/2023	DRAWN	J. J PIERRE	03/03/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	0123, 311221 3			
REVISION	BY	DATE	CHECKED M. SHATTO 03/08/2023 SECTION N/A SHEET 3 OF 5								



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-229B PARTS 1-3

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST AND THE POLK/OSCEOLA COUNTY LINE, BEING NORTH 89°47'42" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF TITLE SEARCH REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-6244650 DATED OCTOBER 24, 2022 AT 8:00 A.M. AND FILE NO. 30362-53-229B DATED 7/19/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

## **LEGEND**

CHD. = CHORD DISTANCE = CHORD BEARING = CENTERLINE (C) = CALCULATED DATA CCR = CERTIFIED CORNER RECORD = CENTRAL FLORIDA EXPRESSWAY **AUTHORITY** = COUNTY CO. COR. = CORNER= CONCRETE MONUMENT CR = COUNTY ROAD CSX = CHESSIE SEABOARD CONSOLIDATED D = DEGREE (D) = DEED DATA DB = DEED BOOK

(D) = DEED DATA
 DB = DEED BOOK
 DR. = DRIVE
 ESMT. = EASEMENT
 Δ = DELTA (CENTRAL ANGLE)
 FND. = FOUND
 (F) = FIELD DATA
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

ID = IDENTIFICATION ĬΡ = IRON PIPE IR = IRON ROD OR REBAR = IRON ROD AND CAP = LENGTH OF CURVE LB = LICENSED BUSINESS = LIMITED ACCESS MON. = MONUMENTATION/MONUMENT NO. = NUMBERN/A = NOT APPLICABLE NL = NAIL N&D = NAIL & DISKNT = NON-TANGENT NTS = NOT TO SCALE

NT = NON-TANGENT

NTS = NOT TO SCALE

OR = OFFICIAL RECORD

ORB = OFFICIAL RECORD BOOK

PG. = PAGE

PLS = PROFESSIONAL LAND SURVEYOR

P = PROPERTY LINE

(P) = PLAT DATA

PB = PLAT BOOK

PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION

POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT

P.O.T. = POINT ON TANGENT PT = POINT OF TANGENCY

PROJ. = PROJECT
R = RADIUS
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION

SRD = STATE ROAD DEPARTMENT

T = TANGENT

TB = TANGENT BEARING TC = TANGENT TO CURVE

TWP. = TOWNSHIP

UE = UTILITY EASEMENT

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

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 14:14:47 -04'00'

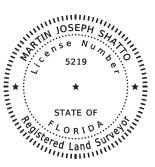
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEETS 1, 2 AND 3 FOR LEGAL DESCRIPTIONS SEE SHEET 4 FOR SKETCH OF DESCRIPTION





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-231 PARTS A-B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

#### PART A

A PORTION OF LOT 10 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3954, PAGE 837, OFFICIAL RECORDS BOOK 3954, PAGE 838 AND OFFICIAL RECORDS BOOK 3954, PAGE 839 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601: THENCE ALONG THE NORTH LINE OF THE NORTHEAST OUARTER OF SAID SECTION 1, ALONG SAID COUNTY LINE AND ALONG SAID RIGHT OF WAY LINE SOUTH 89°47'42" WEST, A DISTANCE OF 300.00 FEET TO THE EAST LINE OF AFORESAID LOT 10 AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE SOUTH 00°13'37" EAST, A DISTANCE OF 500.30 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE ALONG SAID SOUTH LINE SOUTH 89°47'56" WEST, A DISTANCE OF 63.69 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 60.68 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10: THENCE ALONG SAID WEST LINE NORTH 00°13'37" WEST. A DISTANCE OF 451.69 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, SAID POLK/OSCEOLA COUNTY LINE AND SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532; THENCE ALONG SAID LINES NORTH 89°47'42" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.128 ACRES, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY							
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET A			
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	J .J PIERRE	03/03/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JLL GLINERAL IN	OTES, SHEET 4			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	Si	ECTION N/A	SHEET 1 OF 4			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-231 PARTS A-B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

PART B

A PORTION OF LOT 10 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3954, PAGE 837, OFFICIAL RECORDS BOOK 3954, PAGE 838 AND OFFICIAL RECORDS BOOK 3954, PAGE 839 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

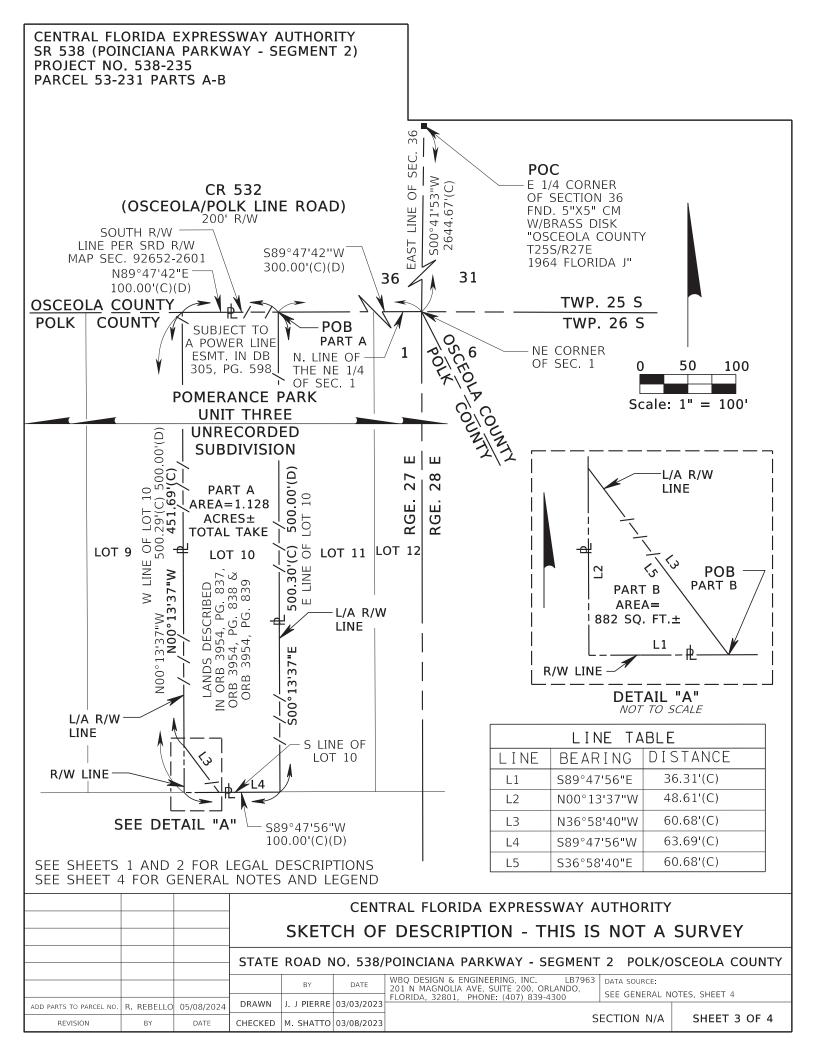
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, ALONG SAID COUNTY LINE AND ALONG SAID RIGHT OF WAY LINE SOUTH 89°47'42" WEST, A DISTANCE OF 300.00 FEET TO THE EAST LINE OF AFORESAID LOT 10; THENCE ALONG SAID EAST LINE SOUTH 00°13'37" EAST, A DISTANCE OF 500.30 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE ALONG SAID SOUTH LINE SOUTH 89°47'56" WEST, A DISTANCE OF 63.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 89°47'56" WEST, A DISTANCE OF 36.31 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE ALONG SAID WEST LINE NORTH 00°13'37" WEST, A DISTANCE OF 48.61 FEET; THENCE SOUTH 36°58'40" EAST, A DISTANCE OF 60.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 882 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 1.148 ACRES, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS					
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A			
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	J. J PIERRE	03/03/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 4			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SI	ECTION N/A	SHEET 2 OF 4			



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-231 PARTS A-B

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST AND THE POLK/OSCEOLA COUNTY LINE, BEING SOUTH 89°47'42" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-231 DATED 11/17/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

### LEGEND

CHD. = CHORD DISTANCE  CB = CHORD BEARING  Q = CENTERLINE  (C) = CALCULATED DATA  CCR = CERTIFIED CORNER RECORD  CFX = CENTRAL FLORIDA EXPRESSWAY  AUTHORITY  CO. = COUNTY  COR. = CORNER  CM = CONCRETE MONUMENT  CR = COUNTY ROAD  CSX = CHESSIE SEABOARD CONSOLIDATED  D = DEGREE  (D) = DEED DATA  DB = DEED BOOK  DR. = DRIVE  ESMT. = EASEMENT  Δ = DELTA (CENTRAL ANGLE)  FND. = FOUND  (F) = FIELD DATA  FDOT = FLORIDA DEPARTMENT OF  TRANSPORTATION	L = LENGTH OF CURVE LB = LICENSED BUSINESS L/A = LIMITED ACCESS MON. = MONUMENTATION/MONUMENT NO. = NUMBER N/A = NOT APPLICABLE NL = NAIL N&D = NAIL & DISK NT = NON-TANGENT NTS = NOT TO SCALE OR = OFFICIAL RECORD	PC = PI = POB = POC = P.O.T. = PT = PROJ. = R = RGE. = RF. = R/W = SEC. = SRD = SQ.FT. = T = TB = TC = TWP. = UE =	POINT OF CURVATURE POINT OF INTERSECTION POINT OF BEGINNING POINT OF COMMENCEMENT POINT ON TANGENT POINT OF TANGENCY PROJECT RADIUS RAILROAD RANGE REFERENCE RIGHT OF WAY SECTION STATE ROAD DEPARTMENT SQUARE FEET TANGENT TANGENT BEARING TANGENT TO CURVE TOWNSHIP UTILITY EASEMENT
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I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 14:15:51 -04'00'

MARTIN J. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

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



	MENT 2 POLK/OSCEOLA COUNTY
DY DATE WBQ DESIGN & ENGINEERING, INC. LE	LB7963 DATA SOURCE:

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 ADD PARTS TO PARCEL NO. R. REBELLO 05/08/2024 SEE NOTE 3 ABOVE DRAWN J. J PIERRE 03/03/2023 4/03/2024 UPDATE TITLE

SHEET 4 OF 4

LORIDA

SECTION N/A BY DATE CHECKED M. SHATTO 03/08/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-232** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

LOT 11 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3160, PAGE 1199 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, ALONG SAID COUNTY LINE AND ALONG SAID RIGHT OF WAY LINE SOUTH 89°47'42" WEST, A DISTANCE OF 200.00 FEET TO THE EAST LINE OF SAID LOT 11 AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE SOUTH 00°13'37" EAST, A DISTANCE OF 500.31 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE ALONG SAID SOUTH LINE SOUTH 89°47'56" WEST, A DISTANCE OF 100.00 FEET TO THE WEST LINE OF SAID LOT 11; THENCE ALONG SAID WEST LINE NORTH 00°13'37" WEST, A DISTANCE OF 500.30 FEET TO AFOREMENTIONED NORTH LINE OF THE NORTHEAST OUARTER OF SAID SECTION 1, THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532; THENCE ALONG SAID LINES NORTH 89°47'42" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

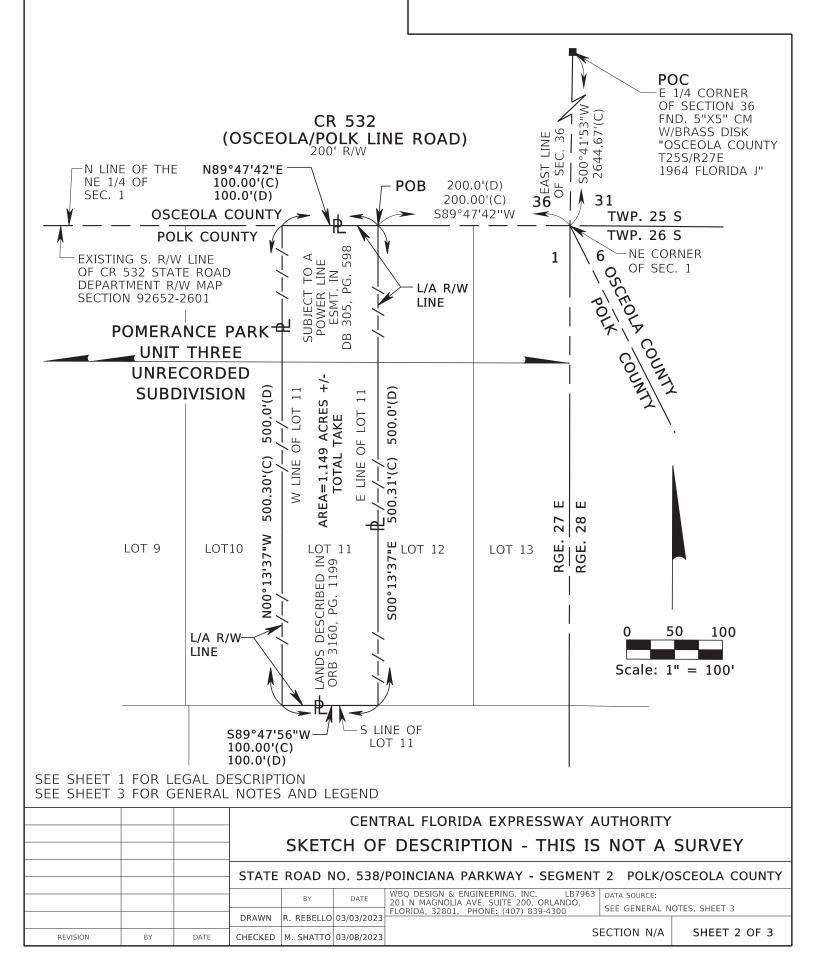
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.149 ACRES, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
			DRAWN	R. REBELLO	03/03/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET S
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	ECTION N/A	SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-232



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-232** 

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST AND THE POLK/OSCEOLA COUNTY LINE, BEING NORTH 89°47'42" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-232 DATED 11/22/2020 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

## LEGEND

CHD. = CHORD DISTANCE = POINT OF CURVATURE = IDENTIFICATION CB = CHORD BEARING ĬΡ = IRON PIPE ΡĪ = POINT OF INTERSECTION = IRON ROD OR REBAR = CENTERLINE ΙR POB = POINT OF BEGINNING (C) = CALCULATED DATA IRC = IRON ROD AND CAP POC = POINT OF COMMENCEMENT CCR = CERTIFIED CORNER RECORD = LENGTH OF CURVE P.O.T. = POINT ON TANGENT LB PT = POINT OF TANGENCY CFX = CENTRAL FLORIDA EXPRESSWAY = LICENSED BUSINESS **AUTHORITY** L/A = LIMITED ACCESS PROJ. = PROJECT CO. = COUNTYMON. = MONUMENTATION/MONUMENT = RADIUS COR. = CORNERNO. = NUMBER= RAILROAD N/A = NOT APPLICABLECM = CONCRETE MONUMENT RGE. = RANGE= NAIL REF. = REFERENCE = COUNTY ROAD NL CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKR/W = RIGHT OF WAYD = DEGREE NT = NON-TANGENT SEC. = SECTIONNTS = NOT TO SCALE (D) = DEED DATA = STATE ROAD OR = OFFICIAL RECORD Т DB = DEED BOOK = TANGENT DR. = DRIVEORB = OFFICIAL RECORD BOOK TB = TANGENT BEARING ESMT. = EASEMENT PG. = PAGE TC = TANGENT TO CURVE PLS = PROFESSIONAL LAND SURVEYOR = DELTA (CENTRAL ANGLE) TWP. = TOWNSHIPUE = UTILITY EASEMENT FND. = FOUND= PROPERTY LINE

= PLAT DATA

= PLAT BOOK

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

(P)

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 07:26:03 -04'00'

MARTIN J. SHATTO, PSM

= FIELD DATA

FDOT = FLORIDA DEPARTMENT OF

TRANSPORTATION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL SEE SHEET 2 FOR SKETC	 999
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
	SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROA	AD NO. 538/I	POINCIANA PARKWAY - S	SEGMENT 2	POLK/OSCEOLA COUNTY
		WBO DESIGN & ENGINEERING, INC.	1B7963 DATA S	OURGE.

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE DRAWN R. REBELLO 03/03/2023 UPDATE TITLE

4/03/2024 MJS SECTION N/A REVISION

SHEET 3 OF 3 CHECKED M. SHATTO 03/08/2023 BY DATE

LORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-233** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

LOT 12 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8683, PAGE 135 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36. TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, ALONG SAID COUNTY LINE AND ALONG SAID RIGHT OF WAY LINE SOUTH 89°47'42" WEST, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF SAID LOT 12 AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE SOUTH 00°13'37" EAST, A DISTANCE OF 500.31 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE ALONG SAID SOUTH LINE SOUTH 89°47'56" WEST, A DISTANCE OF 100.00 FEET TO THE WEST LINE OF SAID LOT 12; THENCE ALONG SAID WEST LINE NORTH 00°13'37" WEST, A DISTANCE OF 500.31 FEET TO AFOREMENTIONED NORTH LINE OF THE NORTHEAST OUARTER OF SAID SECTION 1, THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532; THENCE ALONG SAID LINES NORTH 89°47'42" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

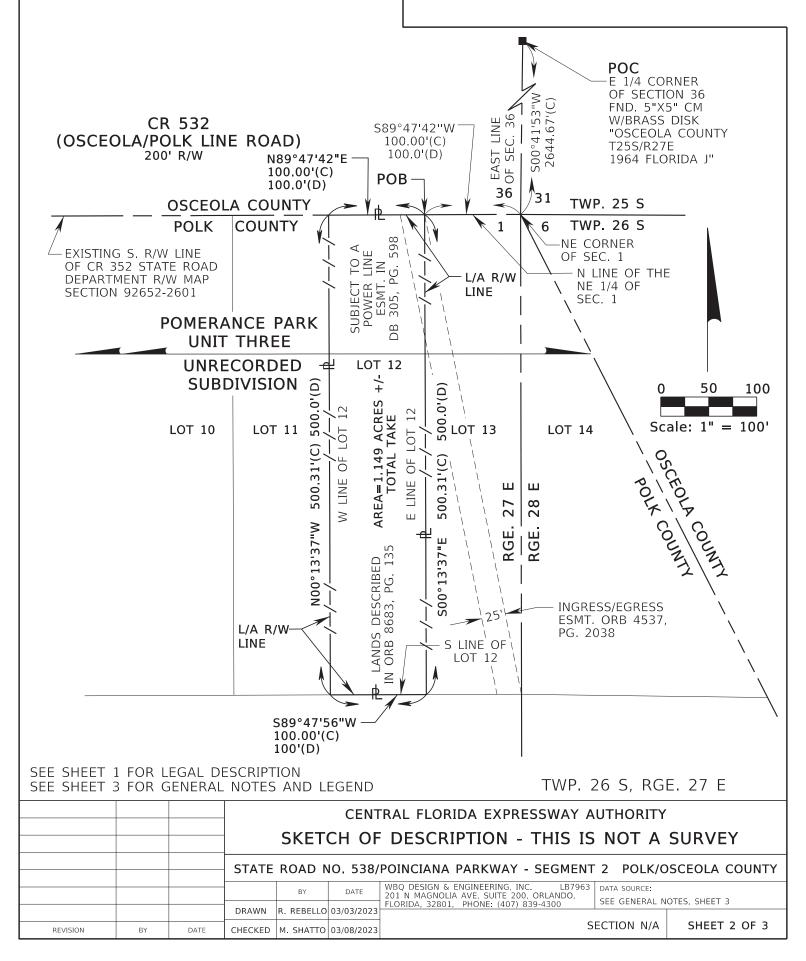
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.149 ACRES, MORE OR LESS.

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

				SKET		TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS		
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
			DRAWN	R. REBELLO	03/03/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	0123, 311221 3
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	ECTION N/A	SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-233



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-233** 

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST AND THE POLK/OSCEOLA COUNTY LINE, BEING NORTH 89°47'42" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-233 DATED 11/22/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

## LEGEND

CHD. = CHORD DISTANCE PC = POINT OF CURVATURE ID = IDENTIFICATION ĬΡ CB = CHORD BEARING = IRON PIPE ΡĪ = POINT OF INTERSECTION = CENTERLINE IR = IRON ROD OR REBAR POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT (C) = CALCULATED DATAIRC = IRON ROD AND CAP= LENGTH OF CURVE CCR = CERTIFIED CORNER RECORD P.O.T. = POINT ON TANGENT CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS PT = POINT OF TANGENCY PROJ. = PROJECT AUTHORITY L/A = LIMITED ACCESSCO. = COUNTYMON. = MONUMENTATION/MONUMENT = RADIUS NO. = NUMBERRR = RAILROADCOR. = CORNERN/A = NOT APPLICABLERGE. = RANGECM = CONCRETE MONUMENT CR = COUNTY ROADNL = NAILREF. = REFERENCECSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKR/W = RIGHT OF WAYNT = NON-TANGENT= DEGREE SEC. = SECTIONSR = STATE ROAD NTS = NOT TO SCALE(D) = DEED DATADB = DEED BOOK OR = OFFICIAL RECORD Τ = TANGENT DR. = DRIVE ORB = OFFICIAL RECORD BOOK TB = TANGENT BEARING PG. = PAGEESMT. = EASEMENT TC = TANGENT TO CURVE PLS = PROFESSIONAL LAND SURVEYOR  $\Delta$  = DELTA (CENTRAL ANGLE) TWP. = TOWNSHIP= PROPERTY LINE UF = UTILITY FASEMENT FND. = FOUND(F) = FIELD DATA= PLAT DATA

= PLAT BOOK

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

PB

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 07:27:08 -04'00'

MARTIN J. SHATTO, PSM

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	Γ2 POLK/C	SCEOLA COUNTY			
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 AB	OVF			
UPDATE TITLE	MJS	4/03/2024	DRAWN	R. REBELLO	03/03/2023	FLORIDA, 32801, PHONE: (407) 839-4300					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	SECTION N/A	SHEET 3 OF 3			

STATE OF CORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

**PARCEL 53-234** 

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

A PORTION OF LOT 13 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4202, PAGE 539 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; SAID POINT BEING ON THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, ALONG SAID COUNTY LINE AND ALONG SAID RIGHT OF WAY LINE SOUTH 89°47'42" WEST, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID DESCRIBED LANDS AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE SOUTH 11°25'29" EAST, A DISTANCE OF 510.07 FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE ALONG SAID WEST LINE NORTH 00°13'37" WEST, A DISTANCE OF 500.31 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.569 ACRES, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 2
			DRAWN	R. REBELLO	03/03/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET S
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	ECTION N/A	SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-234** S89°47'42"W -**POC** 100.00'(C) E 1/4 CORNER 100.0 (D) OF SECTION 36 EXISTING S. R/W LINE .500°41'53"W 2644.67'(C) FND, 5"X5" CM OF CR 352 STATE ROAD W/BRASS DISK DEPARTMENT R/W MAP "OSCEOLA COUNTY SECTION 92652-2601 T25S/R27E CR 532 1964 FLORIDA J" POB -(OSCEOLA/POLK LINE ROAD) 36 31 200' R/W TWP. 25 S OSCEOLA COUNTY TWP. 26 S POLK COUNTY 1 -NE CORNER OF SEC. 1 N LINE OF THE NE 1/4 OF LOT 13 SEC. 1 POMERANCE PARK **UNIT THREE UNRECORDED SUBDIVISION** 500 0 (D ш ш 27 28 RGE. RGE. 50 100 LOT 10 LOT 11 LOT 12 LOT 13 Scale: 1" = 100'ACRES TAKE / LANDS DESCRIBED N00°13'37"W IN ORB 4202, PG. 539 AREA=0.569 Ó L/A R/W LINE SUBJECT TO A -EASTERLY LINE OF POWER LINE ESMT. IN DESCRIBED LANDS DB 305, PG. 598 **INGRESS/EGRESS** L/A R/W EASEMENT ORB 4537 LINE PG. 2038 LOT 13 S LINE OF LOT 13 S89°47'56"W 99.05'(C) SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S, RGE. 27 E SEE SHEET 3 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 3 DRAWN R. REBELLO 03/03/2023 SECTION N/A SHEET 2 OF 3 REVISION BY DATE CHECKED M. SHATTO 03/08/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-234** 

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST AND THE POLK/OSCEOLA COUNTY LINE, BEING SOUTH 89°47'42" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-234 DATED 11/22/2020 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

## LEGEND

FND. = FOUND

(F) = FIELD DATA

CHD. = CHORD DISTANCE ID = IDENTIFICATION ΙP = IRON PIPE CB = CHORD BEARING IR = IRON ROD OR REBAR = CENTERLINE (C) = CALCULATED DATAIRC = IRON ROD AND CAPCCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY CO. = COUNTYCOR. = CORNERNO. = NUMBERCM = CONCRETE MONUMENT = NAII CR = COUNTY ROADNL CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISK= DEGREE (D) = DEED DATADB = DEED BOOK DR. = DRIVEESMT. = EASEMENT

LB = LICENSED BUSINESS L/A = LIMITED ACCESSMON. = MONUMENTATION/MONUMENT N/A = NOT APPLICABLENT = NON-TANGENTNTS = NOT TO SCALEOR = OFFICIAL RECORD ORB = OFFICIAL RECORD BOOK PG. = PAGEPLS = PROFESSIONAL LAND SURVEYOR = DELTA (CENTRAL ANGLE) = PROPERTY LINE (P) = PLAT DATA PB = PLAT BOOK

PC = POINT OF CURVATURE PΙ = POINT OF INTERSECTION POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT P.O.T. = POINT ON TANGENT PT = POINT OF TANGENCY PROJ. = PROJECT = RADIUS RR = RAILROADRGE. = RANGE

REF. = REFERENCER/W = RIGHT OF WAYSEC. = SECTIONSR = STATE ROADΤ = TANGENT TB = TANGENT BEARING

TC = TANGENT TO CURVE TWP. = TOWNSHIP

UE = UTILITY EASEMENT

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.18 14:21:48 -04'00'

MARTIN J. SHATTO. PSM

FDOT = FLORIDA DEPARTMENT OF

**TRANSPORTATION** 

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



			1	CENTRAL FEORIDA EXTRESSWAT ACTIONITY								
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY				
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMEN	Γ2 POLK/C	SCEOLA COUNTY				
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 AB	OVE				
UPDATE TITLE	MJS	4/18/2024	DRAWN	R. REBELLO	03/03/2023							
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	9	SECTION N/A	SHEET 3 OF 3				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-218C

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

A PORTION OF LOT 13 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL II IN OFFICIAL RECORDS BOOK 12995, PAGE 765, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

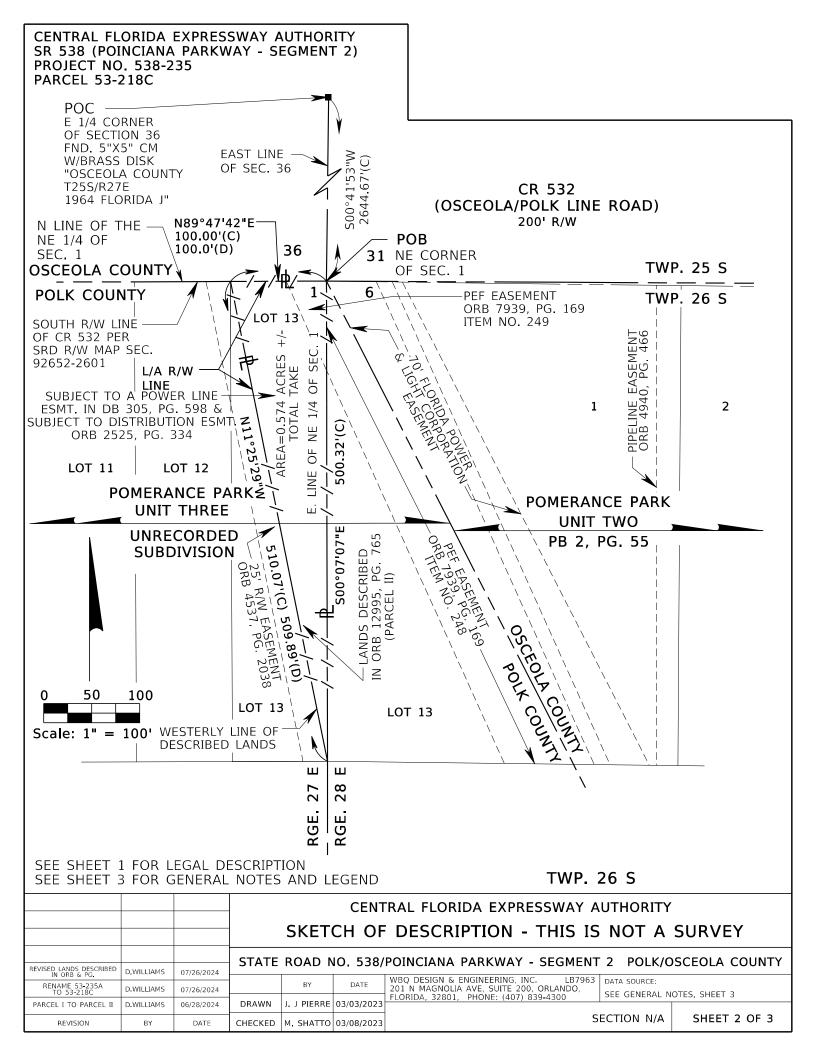
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET TO A POINT ON THE WESTERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE NORTH 11°25'29" WEST, A DISTANCE OF 510.07 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG SAID NORTH AND SOUTH LINES AND SAID COUNTY LINE NORTH 89°47'42" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.574 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY					
REVISED LANDS DESCRIBED	D.WILLIAMS	07/26/2024	STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
IN ORB & PG. RENAME 53-235A TO 53-218C	D.WILLIAMS	07/26/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
PARCEL I TO PARCERL II	D.WILLIAMS	06/28/2024	DRAWN	J. J PIERRE	03/03/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERALE IV	0.123, 3.11221 3
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 1 OF 3		SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-218C

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST AND THE POLK/OSCEOLA COUNTY LINE, BEING SOUTH 89°47'42" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-235 DATED 11/22/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M., UPDATED 3/11/2024 AT 8:00 A.M. AND FILE NO. 30362-235A DATED 3/11/2024 AT 8:00 A.M., UPDATED 7/25/2024.

## **LEGEND**

PC = POINT OF CURVATURE CHD. = CHORD DISTANCE ID = IDENTIFICATION CB = CHORD BEARING ĬΡ = IRON PIPE PEF = PROGRESS ENERGY FLORIDA = CENTERLINE = IRON ROD OR REBAR = POINT OF INTERSECTION (C) = CALCULATED DATAIRC = IRON ROD AND CAPPOB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT CCR = CERTIFIED CORNER RECORD = LENGTH OF CURVE = LICENSED BUSINESS CFX = CENTRAL FLORIDA EXPRESSWAY LB P.O.T. = POINT ON TANGENT AUTHORITY L/A = LIMITED ACCESS PT = POINT OF TANGENCY MON. = MONUMENTATION/MONUMENT PROJ. = PROJECT CO. = COUNTYCOR. = CORNERNO. = NUMBER= RADIUS = RAILROAD N/A = NOT APPLICABLECM = CONCRETE MONUMENT CR = COUNTY ROADRGE. = RANGENL = NAIL CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKREF. = REFERENCER/W = RIGHT OF WAY= DEGREE NT = NON-TANGENTNTS = NOT TO SCALE SEC. = SECTION(D) = DEED DATA= STATE ROAD DEPARTMENT DB = DEED BOOK OR = OFFICIAL RECORDSR DR. = DRIVE ORB = OFFICIAL RECORD BOOK Т = TANGENT PG. = PAGEESMT. = EASEMENT = TANGENT BEARING PLS = PROFESSIONAL LAND SURVEYOR = DELTA (CENTRAL ANGLE) TC = TANGENT TO CURVE TWP. = TOWNSHIPFND. = FOUND= PROPERTY LINE (P) = PLAT DATA UE = UTILITY EASEMENT (F) = FIELD DATAPΒ = PLAT BOOK FDOT = FLORIDA DEPARTMENT OF

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.07.30 12:25:31 -04'00'

MARTIN J. SHATTO, PSM

TRANSPORTATION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 7/26/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



				SKET		DESCRIPTION - THIS IS		
UPDATE TITLE	D.WILLIAMS	07/26/2024		ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
RENAME 53-235A TO 53-218C	D.WILLIAMS	0772072021		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 AB	OVE
UPDATE TITLE	MJS	4/03/2024	DRAWN	J. J PIERRE	03/03/2023			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	S	ECTION N/A	SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-218D

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

## LEGAL DESCRIPTION

A PORTION OF LOT 13 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL II IN OFFICIAL RECORDS BOOK 12995, PAGE 765, OF SAID PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

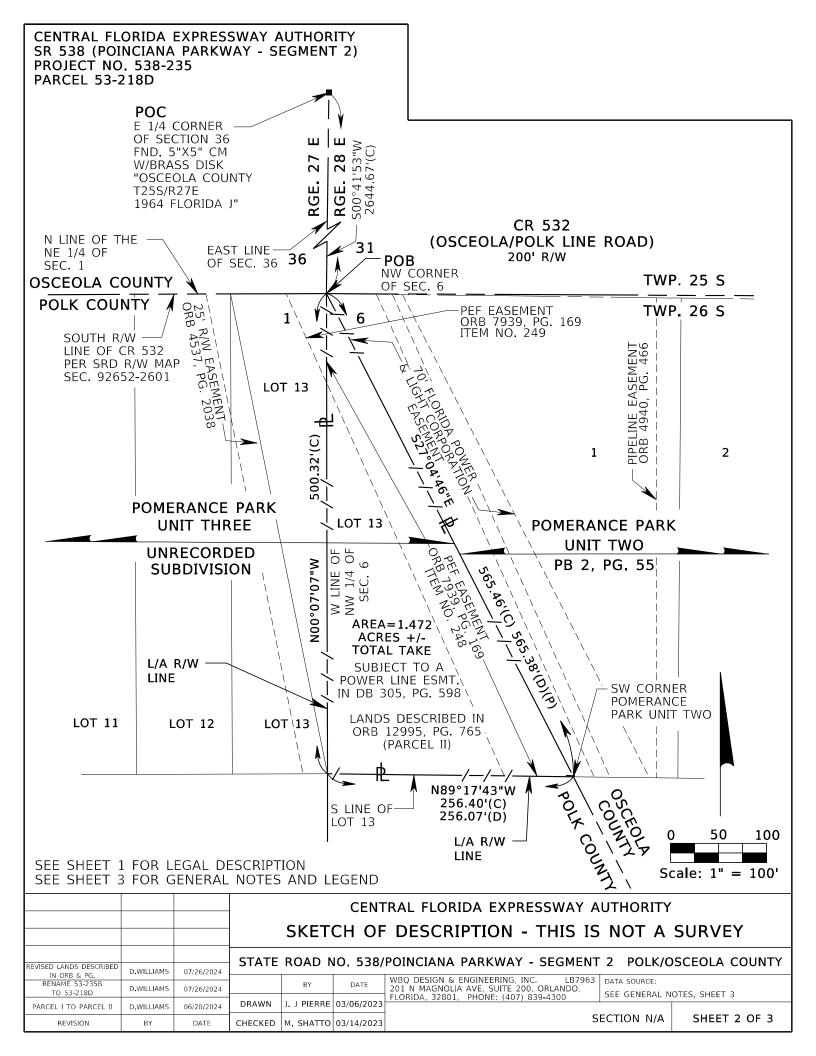
COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, AND THE POINT OF BEGINNING; SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE OSCEOLA/POLK COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF POMERANCE PARK UNIT TWO AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 NORTH 89°17'43" WEST, A DISTANCE OF 256.40 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 500.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.472 ACRES, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY						
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY						
REVISED LANDS DESCRIBED			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY		
IN ORB & PG.	D.WILLIAMS	07/26/2024				WBO DESIGN & ENGINEERING, INC. LB7963	DATA COURCE			
RENAME 53-235B TO 53-218D	D.WILLIAMS	07/26/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 3		
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024	DRAWN	J. J PIERRE	03/06/2023	PHONE: (407) 639-4300				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/14/2023	S	ECTION N/A	SHEET 1 OF 3		



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-218D** 

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 00°07'07" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-236 DATED 11/22/2020 AT 8:00 A.M., REVISED 7/23/2024, DATED 3/01/2023 AT 8:00 A.M., REVISED 7/23/2024, DATED 3/11/2024 AT 8:00 A.M., REVISED 7/23/2024 AND FILE NO. 30362-235B DATED 7/11/2024 AT 8:00 A.M., REVISED 7/23/2024.

## LEGEND

CHD. = CHORD DISTANCE	ID	= IDENTIFICATION	PC	= POINT OF CURVATURE
CB = CHORD BEARING	ΙP	= IRON PIPE	PEF =	PROGRESS ENERGY FLORIDA
Q = CENTERLINE		= IRON ROD OR REBAR	ΡI	= POINT OF INTERSECTION
(C) = CALCULATED DATA	IRC	= IRON ROD AND CAP	POB	= POINT OF BEGINNING
CCR = CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	POC	= POINT OF COMMENCEMENT
CFX = CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	P.O.T.	= POINT ON TANGENT
AUTHORITY	L/A	= LIMITED ACCESS	PT	= POINT OF TANGENCY
CO. = COUNTY	MON	. = MONUMENTATION/MONUMENT	PROJ.	= PROJECT
COR. = CORNER	NO.	= NUMBER	R	= RADIUS
CM = CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RR	= RAILROAD
CR = COUNTY ROAD	NL	= NAIL	RGE.	= RANGE
CSX = CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	REF.	= REFERENCE
D = DEGREE	NT	= NON-TANGENT	R/W	= RIGHT OF WAY
(D) = DEED DATA	NTS	= NOT TO SCALE	SEC.	= SECTION
DB = DEED BOOK	OR	= OFFICIAL RECORD	SR	= STATE ROAD
DR. = DRIVE	ORB	= OFFICIAL RECORD BOOK	SRD	= STATE ROAD DEPARTMENT
ESMT.= EASEMENT	PG.	= PAGE	Τ	= TANGENT
$\Delta$ = DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR	TB	= TANGENT BEARING
FND. = FOUND	P	= PROPERTY LINE	TC	= TANGENT TO CURVE
(F) = FIELD DATA	(P)	= PLAT DATA	TWP.	= TOWNSHIP
FDOT = FLORIDA DEPARTMENT OF	PB	= PLAT BOOK	UE	= UTILITY EASEMENT
TRANSPORTATION				

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

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.07.30 12:26:36 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 7/26/2024.

SEE SHEET 1 SEE SHEET 2	 	29111110
		CENTRAL FLORIDA EXPRESSWAY AUTHORITY
		CKETCH OF DECORPTION THIS IS NOT A CHRYEY
		SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY
		STATE ROAD NO 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COLL

			STATE	BOAD N	IO 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/OSCEOLA COLINTY
UPDATE TITLE	DWILLIAMS	07/26/2024		NOAD I	10. 330/	TOTICIANA TANKWAT - SEGMENT	Z TOLK/OSCLOLA COUNTY
	DIVVICED II 13	0.72072021				WBO DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:
RENAME 53-235B TO 53-218D	D.WILLIAMS	07/26/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	CEE NOTE 2 ABOVE

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 TO 53-218D DRAWN J. J PIERRE 03/06/2023 4/02/2024 UPDATE TITLE REVISION BY DATE CHECKED M. SHATTO 03/14/2023

SEE NOTE 3 ABOVE

SECTION N/A SHEET 3 OF 3

LORIDA

Number 8:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-240 PARTS A-B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION PART A

That portion of:

The Southeast quarter of Section 7 and the Northwest quarter of Section 17, Township 26 South, Range 28 East, Polk County, Florida

Being a portion of the lands described in Official Records Book 8491, Page 1246, of the Public Records of Polk County, Florida.

Lying within the following described boundaries described as follows:

COMMENCE at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East, Osceola County, Florida; thence South 00°00′56" East, along the East line of said Southeast quarter, a distance of 2645.32 feet to a 4" by 4" concrete monument with a nail and disk stamped "PRM BD LB4980" marking the Southeast corner of Section 7, Township 26 South, Range 28 East, Polk County, Florida, said point lying on the County line between Osceola and Polk Counties and the POINT OF BEGINNING; thence South 89°57′31" West, along the South line of said Southeast quarter of Section 7, a distance of 13.27 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 4380.00 feet and a chord which bears North 27°49′21" West, a distance of 822.56 feet; thence from a tangent bearing of North 33°12′38" West run Northwesterly along the arc of said parallel curve through a central angle of 10°46′33" for a length of 823.77 feet to a point of tangency; thence North 22°26′04" West, a distance of 335.52 feet; thence North 85°18′47" East, a distance of 0.09 feet to a point on the aforementioned Osceola-Polk County Line; thence South 26°50′40" East, along said County Line, a distance of 1162.91 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

Containing 0.700 Acres, more or less.

SEE SHEETS 3-4 OF 5 FOR SKETCH OF DESCRIPTION SEE SHEET 5 OF 5 FOR LEGEND AND NOTES

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH						
			STATE	STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA COUN						
				BY	DATE	PREPARED BY: WGI, INC.				
ADD PARTS TO PARCEL NUMBER	ALQ	05/14/24	DRAWN	MSK	11/16/22					
REVISION	ВҮ	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234		SHEET 1 OF 5		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-240 PARTS A-B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION PART B

That portion of:

The Southeast quarter of Section 7, Township 26 South, Range 28 East, Polk County, Florida;

Being a portion of the lands described in Official Records Book 8491, Page 1246, of the Public Records of Polk County, Florida.

Lying within the following described boundaries described as follows:

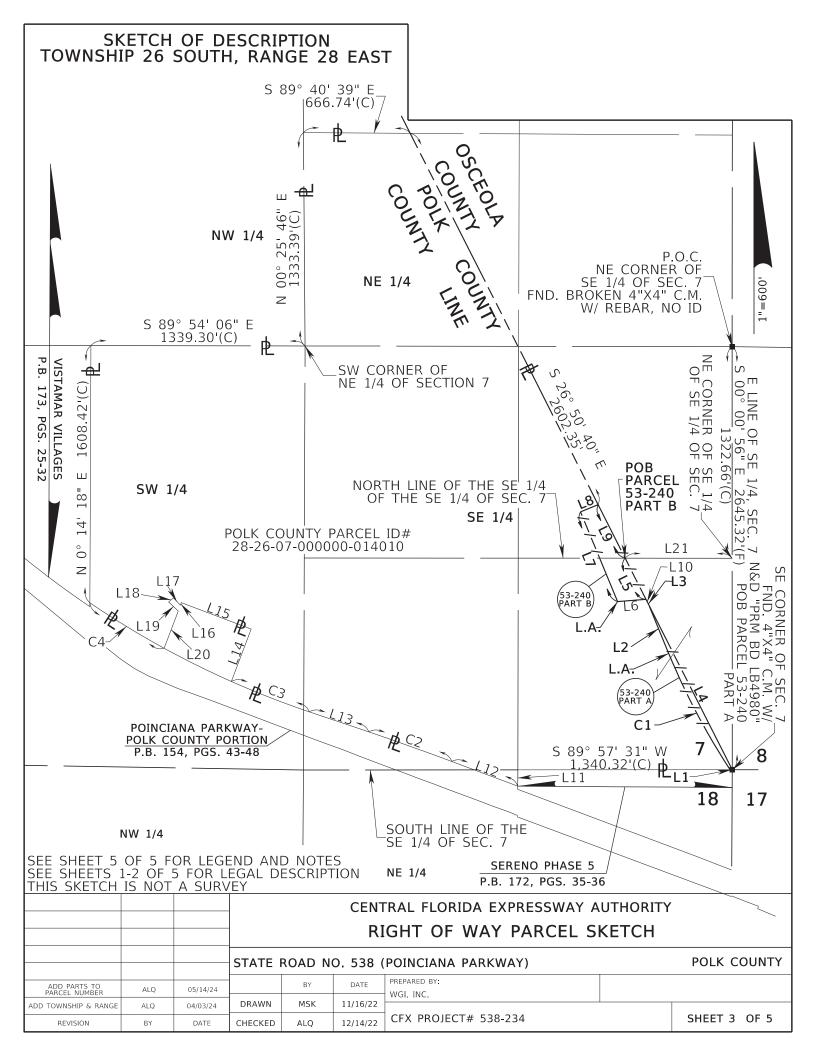
COMMENCE at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00′56" East, along the East line of said Southeast quarter, a distance of 1322.66 feet to the Northeast corner of the Southeast quarter of said Southeast quarter of Section 7; thence North 89°58′18" West, along the North line of said Southeast quarter of the Southeast quarter, a distance of 669.22 feet to a point on the County line between Osceola and Polk Counties and the POINT OF BEGINNING; thence South 26°50′40" East, along said Osceola-Polk County Line, a distance of 288.10 feet; thence South 85°18′47" West, a distance of 178.12 feet; thence North 22°26′04" West, a distance of 606.84 feet; thence North 67°33′56" East, a distance of 118.66 feet to a point on the aforementioned Osceola-Polk County Line; thence South 26°50′40" East, along said Osceola-Polk County Line, a distance of 375.00 feet to the POINT OF BEGINNING.

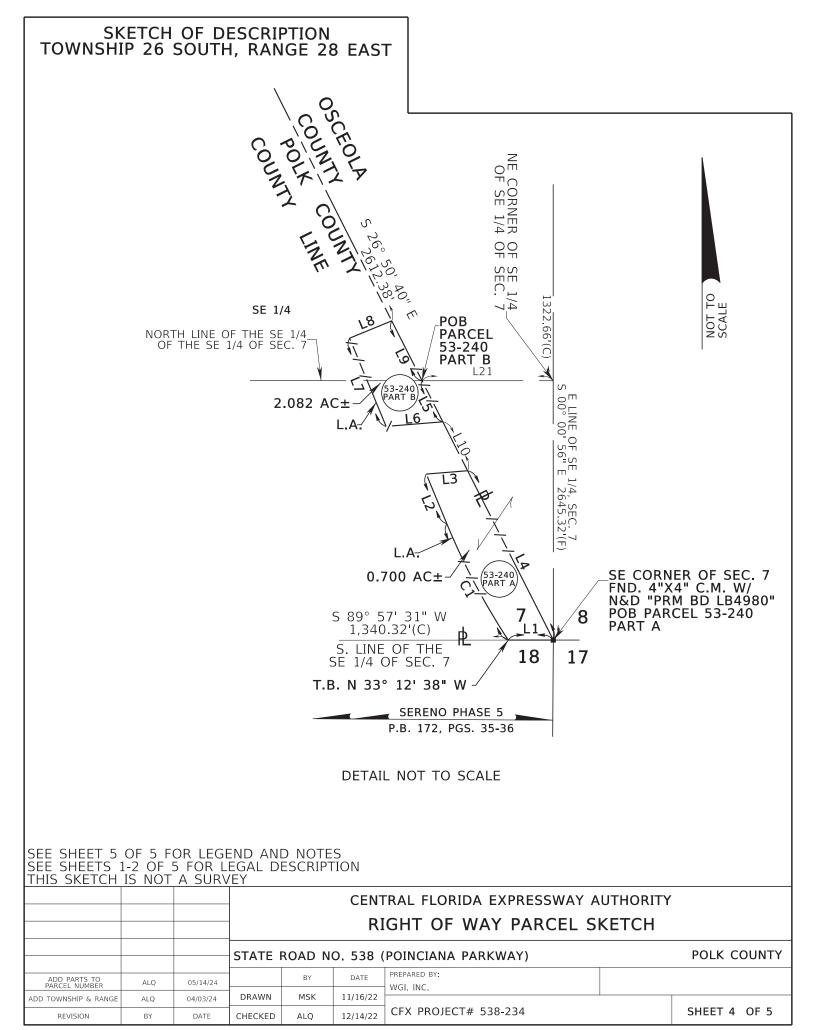
Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

Containing 2.082 Acres, more or less.

# SEE SHEETS 3-4 OF 5 FOR SKETCH OF DESCRIPTION SEE SHEET 5 OF 5 FOR LEGEND AND NOTES

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH						
			STATE	STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA						
				BY	DATE	PREPARED BY: WGI, INC.				
ADD PARTS TO PARCEL NUMBER	ALQ	05/14/24	DRAWN	MSK	11/16/22					
REVISION	BY	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234		SHEET 2 OF 5		





## SKETCH OF DESCRIPTION

## LEGEND:

	AC	=	ACRES			
	(C)	=	CALCULATED DATA	LINE	DATA:	CURVE C1
	CB	=	CHORD BEARING			$\Delta = 10^{\circ} 46' 33"(C)$
	CD	=	CHORD DISTANCE	L1		L = 823.77'(C)
	COR	_	CORNER	L2	N 22° 26' 04" W 335.52'(C)	R = 4380.00'(C)
	C.M.	=	CONCRETE MONUMENT	L3	N 85° 18' 47" E 0.09'(C)	C.D. = 822.56'(C)
	EXIST	=	EXISTING	L4	S 26° 50' 40" E 1162.91(C)	C.B. = N 27° 49' 21" W
	F	=	FIELD DIMENSION	L5	S 26° 50' 40" E 288.10'(C)	
	FND	=	FOUND	L6	S 85° 18' 47" W 178.12'(C)	CURVE C2
	ID	=	IDENTIFICATION	L7		$\Delta = 01^{\circ} 56' 04''(F)(P)$
	L	=	CURVE LENGTH	L8		L = 550.41'(F)(P)
	L.A.	=	LIMITED ACCESS	L9	1 1	R = 16302.40'(F)(P)
			RIGHT OF WAY	L10	S 26° 50' 40" E 31.77'(C)	C.D. = $550.38'(F)(P)$
	LB	=	LICENSED BUSINESS	L11	S 0° 31' 55" W 101.78'(C)	C.B. = N $70^{\circ}$ 24' 32" W
	O.R.B.		OFFICIAL RECORDS BOOK	L12	N 69° 26' 29" W 440.48'(F)(P)	C.B. — N 70 24 32 W
	P. DOB	=	PROPERTY LINE	L13	, , , ,	CURVE C3
	POB POC	=	POINT OF BEGINNING POINT OF COMMENCEMENT		. , , ,	
	P.B.	=	PLAT BOOK			$\Delta = 05^{\circ} 18' 20"(F)(P)$
	PG.	=	PAGE	L15		L = 522.87'(F)(P)
	R.	_	RADIUS	L16		R = 5646.58'(F)(P)
	R/W	_	RIGHT OF WAY	L17		C.D. = $522.69'(F)(P)$
	SEC.	_	SECTION	L18	S 48° 06' 10" W 38.90'(F)(P)	C.B. = $N 68^{\circ} 43' 24'' W$
	T.B.	_	TANGENT BEARING	L19	S 46° 29' 27" E 82.22'(F)(P)	
	Δ	_	DELTA/CENTRAL ANGLE	L20	, , , ,	CURVE C4
_/-	_ -/—/—	-=	LIMITED ACCESS R/W LINE	L21	N 89° 58' 18" W 669.22'	$\Delta = 05^{\circ} 31' 50"(F)$
		-	R/W LINE			L = 545.05'(F)
		_	PERPETUAL EASEMENT LINE			R = 5646.58'(F)
						C.D. = 544.84'(F)
	NOTES					C.B. = N 58° 32' 44" W
	NOILS	, .				

## NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST AS BEING SOUTH 00°00'56" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY THE PROPERTY INFORMATION REPORT AGSC FILE NUMBER 30361-240 DATED OCTOBER 29, 2020 AT 8:00 AM, UPDATED MARCH 1, 2023 AT 8:00 AM, AND UPDATED MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION.

SEE SHEETS 3-4 OF 5 FOR SKETCH OF DESCRIPTION SEE SHEETS 1-2 OF 5 FOR LEGAL DESCRIPTION THIS SKETCH IS NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

ALLEN L. QUICKEL
FLORIDA PSM# 6481
THE SEAL ON THIS DOCUMENT WAS
AUTHORIZED BY THE SIGNING SURVEYOR
ON THE DATE OF DIGITAL SIGNATURE

Allen Quickel 2024.05.15 10:12:19-04'00

REV PER COMMENTS	ALQ	04/15/24	
REVISION	BY	DATE	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH

## STATE ROAD NO. 538 (POINCIANA PARKWAY)

POLK COUNTY

Poper		BY	DATE
1	DRAWN	MSK	11/16/22
	CHECKED	ALQ	12/14/22

WGI, INC.		
CFX PROJECT# 538-234	SHEET 5	OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-241 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

That portion of:

The Northwest guarter of Section 17, Township 26 South, Range 28 East, Polk County, Florida;

Being a portion of the lands described in Official Records Book 8491, Page 1246, of the Public Records of Polk County, Florida.

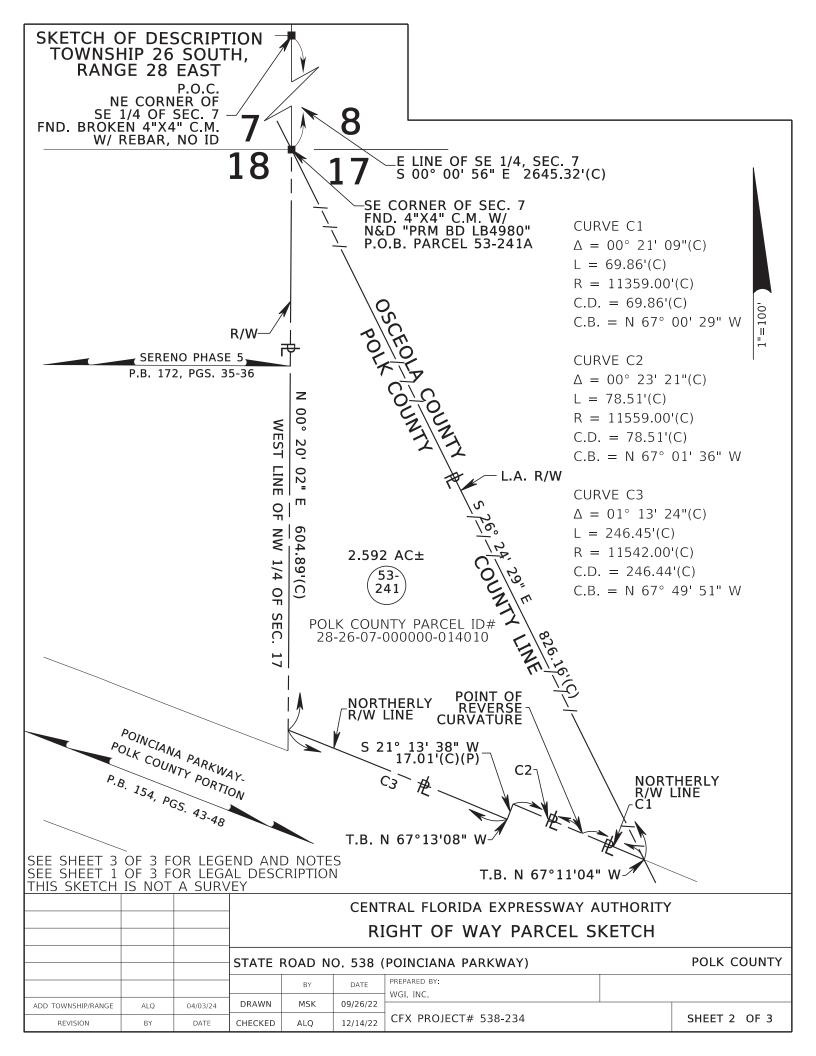
Lying within the following described boundaries described as follows:

COMMENCE at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00′56" East, along the East line of said Southeast quarter, a distance of 2645.32 feet to a 4" by 4" concrete monument with a nail and disk stamped "PRM BD LB4980" marking the Southeast corner of Section 7, Township 26 South, Range 28 East, Osceola County, Florida, also being the Northwest corner of Section 17, Township 26 South, Range 28 East, Osceola County, Florida, said point lying on the County line between Osceola and Polk Counties and the POINT OF BEGINNING; thence South 26°24'29" East, along said Osceola-Polk County Line, a distance of 826.16 feet to a point on the Northerly existing right of way line of Poinciana Parkway, as shown on the Plat of Poinciana Parkway - Polk County Portion, according to the plat thereof as recorded in Plat Book 154, Pages 43 through 48 of the public records of Polk County, Florida, being a point on a non-tangent curve concave Northerly and having a radius of 11359.00 feet and a chord which bears North 67°00'29" West, a distance of 69.86 feet; thence from a tangent bearing of North 67°11'04" West run Northwesterly along said Northerly right of way line and the arc of said curve through a central angle of 00°21'09" for a length of 69.86 feet to a point of reverse curvature with a curve concave Southwesterly having a radius of 11559.00 feet and a chord which bears North 67°01'36" West, a distance of 78.51 feet; thence run Northwesterly along said Northerly right of way line and the arc of said curve through a central angle of 00°23'21" for a length of 78.51 feet to the end of said curve; thence South 21°13'38" West, along said Northerly right of way line, a distance of 17.01 feet to a point on a non-tangent curve concave Southwesterly having a radius of 11542.00 feet and a chord which bears North 67°49'51" West, a distance of 246.44 feet; thence from a tangent bearing of North 67°13'08" West run Northwesterly along said Northerly right of way line and the arc of said curve through a central angle of 01°13'24" for a length of 246.45 feet to a point on the aforesaid West line of said Northwest quarter of said Section 17 and the end of said curve; thence North 00°20'02" East, along said West line of said Northwest quarter of Section 17, a distance of 604.89 feet to the POINT OF BEGINNING.

Containing 2.592 Acres, more or less.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH							
			STATE I	ROAD N	O. 538 (	0	SCEOLA COUNTY				
				BY	DATE	PREPARED BY:					
			DRAWN	MSK	09/26/22	WGI, INC.					
REVISION	BY	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234		SHEET 1 OF 3			



## SKETCH OF DESCRIPTION

## LEGEND:

AC = ACRES

C.B. = CHORD BEARING C.D. = CHORD DISTANCE

COR = CORNER

C.M. = CONCRETE MONUMENT

EXIST = EXISTING FND = FOUND

ID = IDENTIFICATION L = CURVE LENGTH

L.A. = LIMITED ACCESS RIGHT OF WAY

LB = LICENSED BUSINESS

NAD83 = NORTH AMERICAN DATUM OF 1983

N&D = NAIL & DISK

O.R.B. = OFFICIAL RECORDS BOOK

P.B. = PROPERTY LINE P.B. = PLAT BOOK

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

PRM = PERMANENT REFERENCE MONUMENT

PG./PGS. = PAGE/PAGES R = RADIUS

R/W = RIGHT OF WAY

SEC. = SECTION S.F. = SQUARE FEET

T.B. = TANGENT BEARING

W/ = WITH

 $\Delta$  = DELTA/CENTRAL ANGLE

——/—/—— = LIMITED ACCESS R/W LINE

— = PERPETUAL EASEMENT LINE

## NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST AS BEING SOUTH 00°00'56" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY THE PROPERTY INFORMATION REPORT AGSC FILE NUMBER 30361-240 DATED OCTOBER 29, 2020 AT 8:00 AM, UPDATED MARCH 1, 2023 AT 8:00 AM, AND UPDATED MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION.

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION THIS SKETCH IS NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Allen Quickel 2024.04.19
14:32:15-04'00'

REV PER COMMENTS	ALQ	04/15/24
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT OF WAY PARCEL SKETCH

STATE ROAD NO. 538 (POINCIANA PARKWAY)

POLK COUNTY

ALLEN L. QUICKEL FLORIDA PSM# 6481 THE SEAL ON THIS DOCUMENT WAS		BY	DATE	PREPARED BY: WGI. INC.			
	DRAWN	MSK	09/26/22	WGI, INC.			
AUTHORIZED BY THE SIGNING SURVEYOR ON THE DATE OF DIGITAL SIGNATURE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234		SHEET 3 OF 3	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-259

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

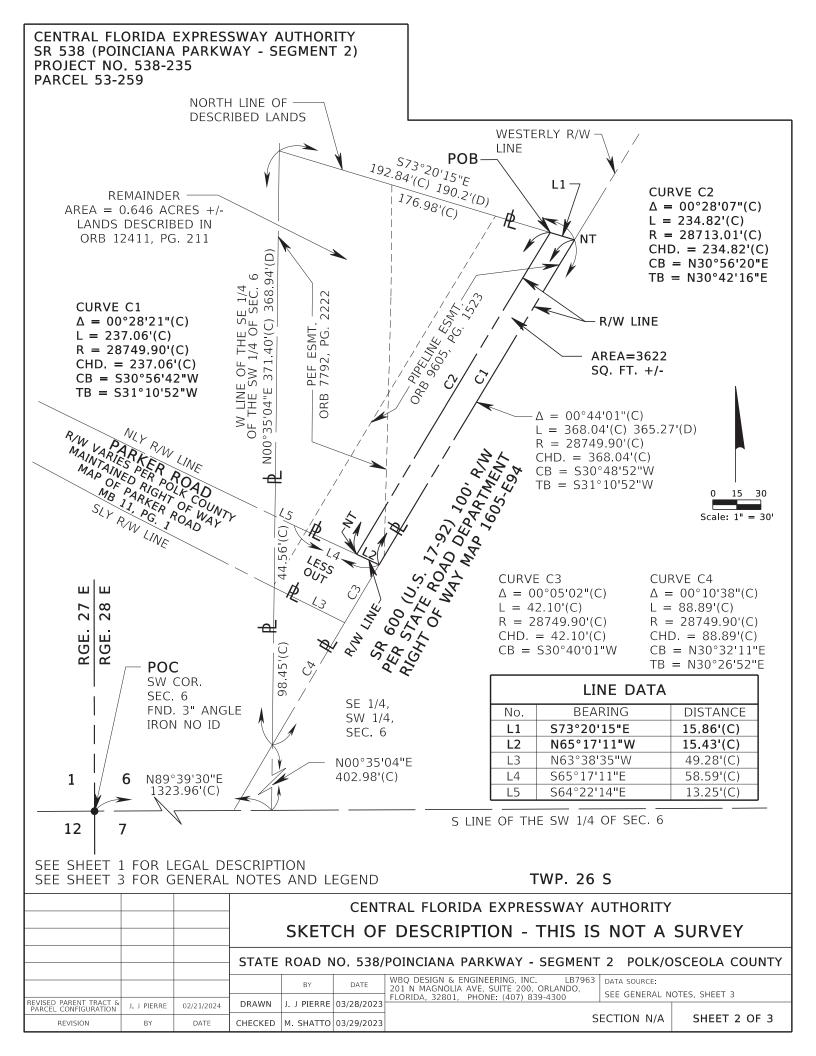
A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12411, PAGE 211 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1323.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°35'04" EAST. A DISTANCE OF 402.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°35'04" EAST, A DISTANCE OF 371.40 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE SOUTH 73°20'15" EAST, A DISTANCE OF 176.98 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 73°20'15" EAST, A DISTANCE OF 15.86 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 30°56'42" WEST AND A CHORD DISTANCE OF 237.06 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 31°10'52" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°28'21", A DISTANCE OF 237.06 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PARKER ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF PARKER ROAD, AS RECORDED IN MAP BOOK 11, PAGE 1, SAID PUBLIC RECORDS; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 65°17'11" WEST, A DISTANCE OF 15.43 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28713.01 FEET, A CHORD BEARING OF NORTH 30°56'20" EAST AND A CHORD DISTANCE OF 234.82 FEET; THENCE FROM A TANGENT BEARING OF NORTH 30°42'16" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°28'07", A DISTANCE OF 234.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 3622 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3				
REVISED LEGAL DESCRIPTION	J. J PIERRE	02/21/2024	DRAWN	J. J PIERRE	03/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET S				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/29/2023	S	ECTION N/A	SHEET 1 OF 3				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-259** 

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-259 DATED 03/18/2021 AT 8:00 A.M., UPDATED 03/19/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND  CHD. = CHORD DISTANCE  CB = CHORD BEARING  Q = CENTERLINE  (C) = CALCULATED DATA  CCR = CERTIFIED CORNER RECORD  CFX = CENTRAL FLORIDA EXPRESSWAY  AUTHORITY  CO. = COUNTY  COR. = CORNER  CM = CONCRETE MONUMENT  CR = COUNTY ROAD  CSX = CHESSIE SEABOARD CONSOLIDATED  D = DEGREE  (D) = DEED DATA  DB = DEED BOOK  DR. = DRIVE  ESMT. = EASEMENT  Δ = DELTA (CENTRAL ANGLE)  FND. = FOUND  (F) = FIELD DATA	ID IP IR IRC L LB L/A MB MON. N/A NL N&D NT NTS NLY OR ORB PG. PLS PLS	<ul><li>NUMBER</li><li>NOT APPLICABLE</li><li>NAIL</li></ul>	PEF = PROGRESS ENERGY FLORIDA PC = POINT OF CURVATURE PI = POINT OF INTERSECTION POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT P.O.T. = POINT ON TANGENT PT = POINT OF TANGENCY PROJ. = PROJECT R = RADIUS RR = RAILROAD RGE. = RANGE REF. = REFERENCE R/W = RIGHT OF WAY SEC. = SECTION SLY = SOUTHERLY SQ. FT.= SQUARE FEET SR = STATE ROAD ST. = STREET T = TANGENT TB = TANGENT BEARING TC = TANGENT TO CURVE

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.03.29 12:09:01 -04'00'

MARTIN I. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



	STATE	ROAD	NO 5	538/	POINCIANA	PARKWAY	- SEGMEN	IT 2	POLK/OSCEOLA COUNTY	
	STATE NO.	NOAD	140. 3	,,,,,,	Oliveialva	IAMKWAI	SEGME	11 2	TOLKYOSCEOLA COUNTY	

					WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE:	
			BY	DATE		
UPDATE TITLE	MJS	3/29/2024			201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	
					T ELODIDA 22001 DUONE (407) 020 4200   SEE NOTE 3 ABOVE	

J. J PIERRE 03/28/2023 FLORIDA, 32801, DRAWN REVISED GENERAL NOTE 3 J. J PIERRE 02/21/2024 SECTION N/A CHECKED M. SHATTO 03/29/2023 REVISION BY DATE

SHEET 3 OF 3

LORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-260A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED OFFICIAL RECORDS BOOK 9375, PAGE 1343 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1323.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST OUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°35'04" EAST, A DISTANCE OF 814.38 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9375, PAGE 1343; THENCE ALONG SAID NORTH LINE SOUTH 83°25'56" EAST, A DISTANCE OF 210.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 83°25'56" EAST, A DISTANCE OF 16.91 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 31°15'43" WEST AND A CHORD DISTANCE OF 80.99 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 31°20'33" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°09'41", A DISTANCE OF 80.99 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 73°20'15" WEST, A DISTANCE OF 15.86 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28713.01 FEET. A CHORD BEARING OF NORTH 31°15'03" EAST AND A CHORD DISTANCE OF 77.92 FEET; THENCE FROM A TANGENT BEARING OF NORTH 31°10'23" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°09'20", A DISTANCE OF 77.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 1220 SQUARE FEET, MORE OR LESS.

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

					CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
				STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
H					BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NOTES, SHEET 3					
				DRAWN	J. J PIERRE	03/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	0123, 311221 3				
	REVISION	BY	DATE	CHECKED	M. SHATTO	03/29/2023	S	ECTION N/A	SHEET 1 OF 3				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-260A SE 1/4 OF PIPELINE ESMT. -SW 1/4 OF ORB 9605, PG. 1534 SEC. 6 N LINE OF THE LANDS DESCRIBED IN ORB 9375, PG. 1343 **POB** S83°25'56"E 0 25 50 227.86'(C) 224.78'(D) 210.95′(C) PEF ESMT. Scale: 1" = 50'ORB 7708, REMAINDER L2 PG. 1296 AREA=1220 AREA=10868 SQ. FT. +/-SO. FT. +/-LANDS DESCRIBED IN ORB 9375, PG. 1343 CURVE C1 R/W LINE  $\Delta = 00^{\circ}09'20''(C)$ N73°20'15"W 192.84'(C)190.2'(D) S LINE OF THE LANDS DESCRIBED L = 77.92'(C)9 IN ORB 9375, PG. 1343 R = 28713.01'(C) $\Delta = 00^{\circ}09'41''(C)$ E 1/4 SEC. NT CHD. = 77.92'(C)L = 80.99'(C)SE  $CB = N31^{\circ}15'03"E$ L = 80.37'(D)OF 5  $TB = N31^{\circ}10'23"E$ R = 28749.90'(C)CHD. = 80.99'(C)W LINE O F SW 1/4  $CB = S31^{\circ}15'43"W$ Ш ш  $TB = S31^{\circ}20'33"W$  $\infty$ 7 2 ш ш RGE LINE DATA **POC BEARING DISTANCE** No. SW CORNER OF L1 N00°35'04"E 40.00'(C) 40'(D) SECTION 6 L2 S83°25'56"E 16.91(C) FND. 3" ANGLE IRON NO ID N73°20'15"W 15.86'(C) N89°39'30"E 1 1323.96'(C) 12 S LINE OF SW 1/4 OF SEC. 6 SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S SEE SHEET 3 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 3 DRAWN J. J PIERRE 03/28/2023 SECTION N/A SHEET 2 OF 3 REVISION BY DATE CHECKED M. SHATTO 03/29/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-260A

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST OUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM. 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-260 DATED 03/18/2021 AT 8:00 A.M., UPDATED 3/19/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

## **LEGEND**

CHD. = CHORD DISTANCE F.P. = FINANCIAL PROJECT PB= PLAT BOOK CB = CHORD BEARING = IDENTIFICATION PC ID = POINT OF CURVATURE = CENTERLINE ĬΡ = IRON PIPF = POINT OF INTERSECTION (C) = CALCULATED DATA ΙR = IRON ROD OR REBAR POB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD IRC = IRON ROD AND CAP POC = POINT OF COMMENCEMENT CFX = CENTRAL FLORIDA EXPRESSWAY L = LENGTH OF CURVE P.O.T. = POINT ON TANGENTLB = LICENSED BUSINESS PT = POINT OF TANGENCY AUTHORITY CO. = COUNTYL/A = LIMITED ACCESS PROJ. = PROJECTCOR. = CORNERMON. = MONUMENTATION/MONUMENT = RADIUS NO. = NUMBER RR = RAILROAD CM = CONCRETE MONUMENT = NOT APPLICABLE RGE. = RANGE CR = COUNTY ROAD N/A CSX = CHESSIE SEABOARD CONSOLIDATED NL = NAIL REF. = REFERENCE = DEGREE N&D = NAIL & DISKR/W = RIGHT OF WAY $\Box$ (D) = DEED DATA NT = NON-TANGENT SELY = SOUTHEASTERLY SEC. = SECTION= DEED BOOK NTS = NOT TO SCALE DB NWLY = NORTHWESTERLY= STATE ROAD DR. = DRIVEESMT. = EASEMENT OR = OFFICIAL RECORD SO. FT.= SOUARE FEET = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK Т = TANGENT Δ PEF = PROGRESS ENERGY FLORIDA FND. = FOUND TB = TANGENT BEARING PG. = PAGE TC = TANGENT TO CURVE (F) = FIELD DATA FDOT = FLORIDA DEPARTMENT OF **PLS** = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP = PROPERTY LINE UF = UTILITY EASEMENT TRANSPORTATION (P) = PLAT DATA

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

## Martin J Shatto

Digitally signed by Martin J Shatto Date: 2024.04.03 07:30:10 -04'00'

MARTIN I. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

CHECKED M. SHATTO 03/29/2023

4/03/2024

DATE

BY

SEE SHEET 2	 	ESCRIPTION OF DESCRIPTION			Signal Survey
			CENTRAL FLORIDA EXF	RESSWAY AUTH	ORITY
		SKETCI	H OF DESCRIPTION	- THIS IS NO	T A SURVEY

			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 AB	
UPDATE TITLE	MIS	4/03/2024	DRAWN	J. J PIERRE	03/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 AB	OVE

SECTION N/A

SHEET 3 OF 3

STATE OF LORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-260B

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

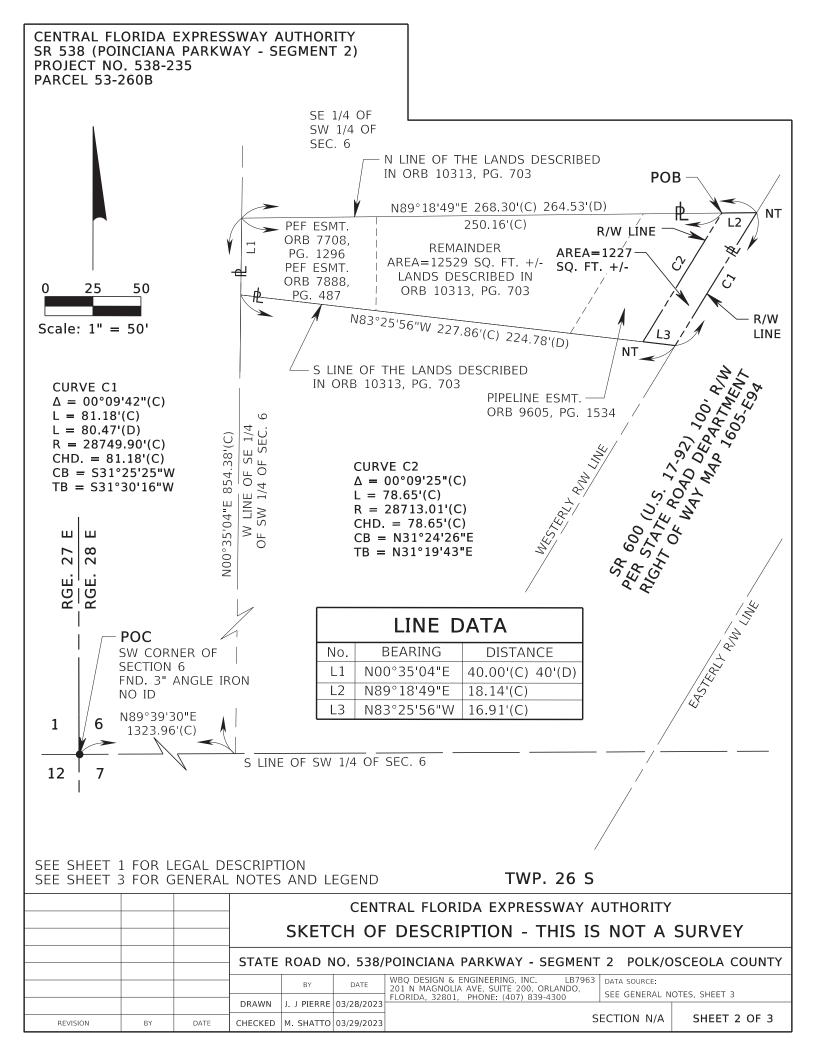
A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10313, PAGE 703 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1323.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST OUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°35'04" EAST, A DISTANCE OF 854.38 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10313, PAGE 703; THENCE ALONG SAID NORTH LINE NORTH 89°18'49" EAST, A DISTANCE OF 250.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°18'49" EAST, A DISTANCE OF 18.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 31°25'25" WEST AND A CHORD DISTANCE OF 81.18 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 31°30'16" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°09'42", A DISTANCE OF 81.18 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 83°25'56" WEST, A DISTANCE OF 16.91 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28713.01 FEET. A CHORD BEARING OF NORTH 31°24'26" EAST AND A CHORD DISTANCE OF 78.65 FEET; THENCE FROM A TANGENT BEARING OF NORTH 31°19'43" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°09'25", A DISTANCE OF 78.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 1227 SOUARE FEET, MORE OR LESS.

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

					CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
				STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
H					BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NOTES, SHEET 3					
				DRAWN	J. J PIERRE	03/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	0123, 311221 3				
	REVISION	BY	DATE	CHECKED	M. SHATTO	03/29/2023	S	ECTION N/A	SHEET 1 OF 3				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-260B** 

## **GENERAL NOTES**

- 1 THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2 THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3 PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-261 DATED 03/18/2021 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

## LEGEND

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 07:31:24 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION



	STATE	BOAD N	JO 538/	POINCIANA PARKWAY -	SEGMENT	2 POLK/OSCEOLA COUNTY
	JIAIL	NOAD I	10. 550/	TOINCIANA TARRWAT	SEGMENT	Z TOLK/OSCLOLA COUNTY
				WBO DESIGN & ENGINEERING, INC	1 B 7 9 6 3	DATA SOURCE:
	DV	DATE	I MADO DESIGN & LINGINGERING, INC	c. LD/903	DATA SOURCE:	

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE NOTE 3 ABOVE DRAWN J. J PIERRE 03/28/2023 4/03/2024 UPDATE TITLE SHEET 3 OF 3

SECTION N/A REVISION BY DATE CHECKED M. SHATTO 03/29/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-262

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1323.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°35'04" EAST, A DISTANCE OF 854.38 FEET; THENCE NORTH 89°18'49" EAST, A DISTANCE OF 103.30 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801; THENCE ALONG SAID SOUTH LINE NORTH 89°18'49" EAST, A DISTANCE OF 146.86 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF OF 28713.01 FEET, A CHORD BEARING OF NORTH 31°36'19" EAST AND A CHORD DISTANCE OF 120.09 FEET: THENCE FROM A TANGENT BEARING OF NORTH 31°29'08" EAST. NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°14'23", A DISTANCE OF 120.09 FEET TO THE END OF SAID CURVE; THENCE NORTH 31°24'46" EAST, A DISTANCE OF 129.44 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801; THENCE ALONG SAID NORTH LINE NORTH 89°50'48" EAST, A DISTANCE OF 19.30 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 31°45'13" WEST AND A CHORD DISTANCE OF 250.00 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°00'09" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°29'54", A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801; THENCE ALONG SAID SOUTH LINE SOUTH 89°18'49" WEST, A DISTANCE OF 18.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 3897 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY						
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY					
LINE TO CURVE	M. SHATTO	07/29/2024		BY	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,			
ADDED EASEMENTS	J. J PIERRE	08/23/2023	DRAWN	J. J PIERRE	03/22/2023	FLORIDA, 32801, PHONE: (407) 839-4300			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/29/2023	S			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-262** N LINE OF THE LANDS -SE 1/4 OF THE SW 1/4 OF SEC.6 DESCRIBED IN ORB PIPELINE ESMT. 6559, PG. 1801 ORB 9654, PG. 850 N89°50'48"E 299.12'(C) PEF EASEMENT ORB 7856, PG. 1492 ITEM NO. 231 N00°41'11"W 213.77'(C) REMAINDER AREA=1.043 ACRES +/-R/W LINE LANDS DESCRIBED IN ORB 6559, PG. 1801 PIPELINE  $\Delta = 00^{\circ}14'23''(C)$ AREA=3897 L = 120.09'(C)SQ. FT. +/-R = 28713.01'(C)CHD. = 120.09'(C)R/W LINE  $CB = N31^{\circ}36'19"E$ 25 50 SW COR. OF THE LANDS DESCRIBED IN ORB Scale: 1" = 50" $\Delta = 00^{\circ}29'54''(C)$ 6559, PG. 1801 L = 250.00'(C)L = 250'(D)N89°18'49"E R = 28749.90'(C)103.30'(C) CHD. = 250.00'(C)N89°18'49"E 146.86'(Ć  $CB = S31^{\circ}45'13"W$ S89°18'49"W 165.00'(C)  $TB = S32^{\circ}00'09"W$ 165'(D) S LINE OF THE LANDS **POB** DESCRIBED IN ORB NT 6559, PG, 1801 38- $TB = N31^{\circ}29'08"E$ 854. LINE DATA N00°35'04' **BEARING DISTANCE** No. L1 N89°50'48"E 19.30 (C) S89°18'49"W L2 18.14'(C) SEE SHEET 3 SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S, RGE. 28 E SEE SHEET 4 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: LINE TO CURVE M. SHATTO 07/29/2024 SEE GENERAL NOTES, SHEET 4 DRAWN J. J PIERRE 03/22/2023 ADDED EASEMENTS J. J PIERRE 08/23/2023 SECTION N/A SHEET 2 OF 4 REVISION BY DATE CHECKED M. SHATTO 03/29/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 **PARCEL 53-262** SEE SHEET 2 W LINE OF THE SE 1/4 OF THE SW 1/4 OF THE SEC. 6 N00°35'04"E 854,38'(C) SE 1/4, SW 1/4, SEC.6 POC SW CORNER OF SECTION 6 25 50 FND. 3" ANGLE IRON NO ID Scale: 1" = 50'1 6 N89°39'30"E 1323.96'(C) 12 S LINE OF THE SW 1/4 OF SEC. 6 RGE. SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND TWP. 26 S CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 DRAWN J. J PIERRE 03/22/2023 ADDED EASEMENTS J. J PIERRE 8/23/2023 SECTION N/A SHEET 3 OF 4 REVISION BY DATE CHECKED M. SHATTO 03/29/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-262** 

## **GENERAL NOTES**

- 1 THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2 THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-262 DATED 03/18/2021 AT 8:00 A.M., UPDATED 03/19/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

## **LEGEND**

CHD. = CHORD DISTANCE = IDENTIFICATION PB = PLAT BOOK ID = IRON PIPE CB = CHORD BEARING ΙP PC = POINT OF CURVATURE = CENTERLINE IR = IRON ROD OR REBAR = POINT OF INTERSECTION (C) = CALCULATED DATAIRC = IRON ROD AND CAP POB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE POC = POINT OF COMMENCEMENT P.O.T. = POINT ON TANGENT CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS AUTHORITY L/A = LIMITED ACCESS PT = POINT OF TANGENCY CO. = COUNTYMON. = MONUMENTATION/MONUMENT PROJ. = PROJECT  $COR_{\bullet} = CORNER$ NO. = NUMBER = RADIUS CM = CONCRETE MONUMENT N/A = NOT APPLICABLE RR = RAILROAD = NAIL RGE. = RANGE CR = COUNTY ROAD NL CSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKREF. = REFERENCED = DEGREE NT = NON-TANGENT R/W = RIGHT OF WAYNTS = NOT TO SCALE SEC. = SECTION(D) = DEED DATA= OFFICIAL RECORD DB = DEED BOOK OR SR = STATE ROAD ORB = OFFICIAL RECORD BOOK SQ. FT.= SQUARE FEET DR. = DRIVEESMT. = EASEMENT PEF = PROGRESS ENERGY FLORIDA Т = TANGENT PG. = PAGE = DELTA (CENTRAL ANGLE) TB = TANGENT BEARING PLS = PROFESSIONAL LAND SURVEYOR TC FND. = FOUND= TANGENT TO CURVE P = PROPERTY LINE TWP. = TOWNSHIP (F) = FIELD DATA(P) = PLAT DATA UE = UTILITY EASEMENT FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

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

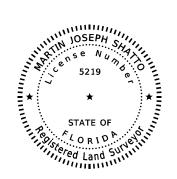
Martin J Shatto Digitally signed by Ivial III J Shake: 2024.07.30 13:05:29 -04'00' Digitally signed by Martin J Shatto

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 7/30/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION





			CENTRAL FLORIDA EXPRESSWAY AUTHORITY							
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY		
UPDATE TITLE	MJS	3/29/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE		
ADDED EASEMENTS	J. J PIERRE	8/23/2023	DRAWN	J. J PIERRE	03/22/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	JVL		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/29/2023	S	SECTION N/A SHEET 4 OF 4			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PARCEL 53-263

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

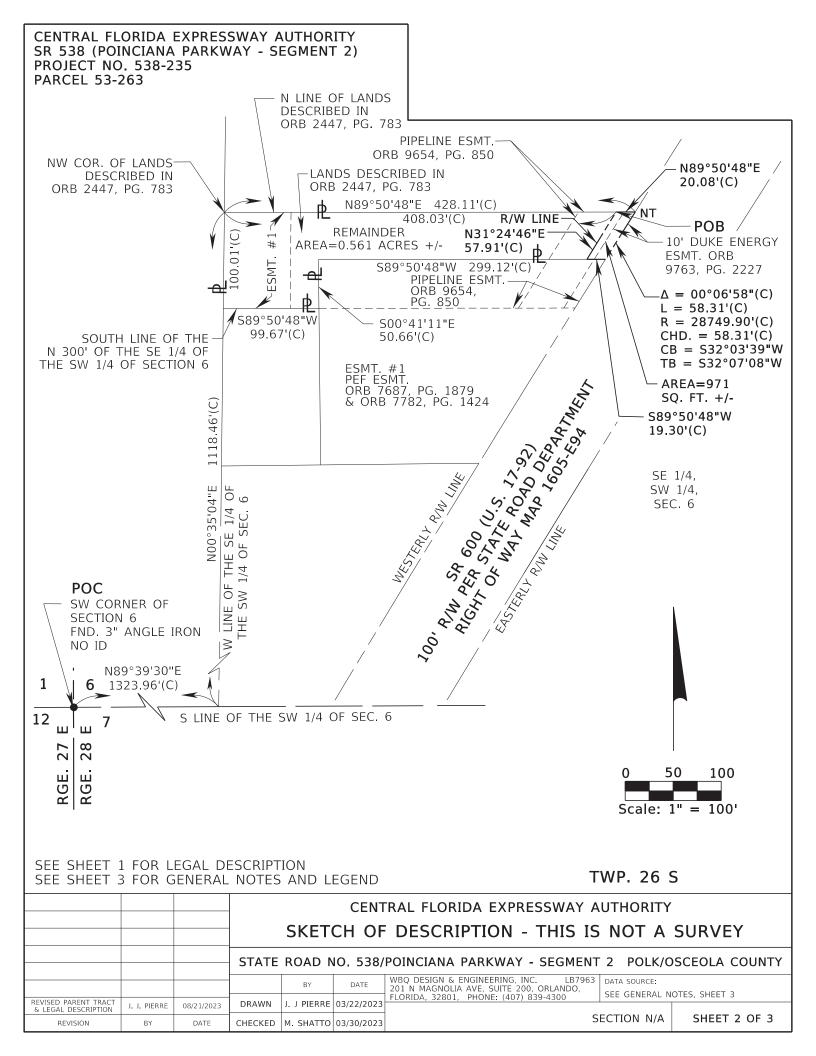
A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2447, PAGE 783 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1323.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°35'04" EAST, A DISTANCE OF 1118.46 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2447, PAGE 783; THENCE ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2447, PAGE 783 NORTH 89°50'48" EAST, A DISTANCE OF 408.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°50'48" EAST, A DISTANCE OF 20.08 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94. SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 32°03'39" WEST AND A CHORD DISTANCE OF 58.31 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°07'08" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°06'58", A DISTANCE OF 58.31 FEET; THENCE SOUTH 89°50'48" WEST, A DISTANCE OF 19.30 FEET; THENCE NORTH 31°24'46" EAST, A DISTANCE OF 57.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 971 SQUARE FEET, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY  STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY						
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, 16 DRIDA 32901 PHONE: (A07) 830 4300			
REVISED PARENT TRACT & LEGAL DESCRIPTION	J. J. PIERRE	08/21/2023	DRAWN	J. J PIERRE	03/22/2023			OTES, SHEET S	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023	S	ECTION N/A	SHEET 1 OF 3	



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-263** 

### **GENERAL NOTES**

- 1 THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2 THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 31495-7 DATED 02/25/2022 AT 8:00 A.M. AND FILE NO. 30362-263 DATED 03/19/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# LEGEND

CHD. = CHORD DISTANCE = IDENTIFICATION ID = PLAT BOOK = CHORD BEARING ΙP = IRON PIPE PC = POINT OF CURVATURE CB = CENTERLINE IR = IRON ROD OR REBAR ΡĪ = POINT OF INTERSECTION (C) = CALCULATED DATA IRC = IRON ROD AND CAP POB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD = LENGTH OF CURVE POC = POINT OF COMMENCEMENT L P.O.T. = POINT ON TANGENT = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS = POINT OF TANGENCY **AUTHORITY** L/A = LIMITED ACCESS CO. = COUNTYMON. = MONUMENTATION/MONUMENT PROJ. = PROJECT COR. = CORNERNO. = NUMBER = RADIUS = NOT APPLICABLE CM = CONCRETE MONUMENT N/A RR = RAILROAD = COUNTY ROAD NL = NAIL RGE. = RANGECSX = CHESSIE SEABOARD CONSOLIDATED N&D = NAIL & DISKREF. = REFERENCE D = DEGREE NT = NON-TANGENT R/W = RIGHT OF WAY SEC. = SECTION(D) = DEED DATA NTS = NOT TO SCALE NWLY = NORTHWESTERLY DB = DEED BOOK SR = STATE ROAD DR. = DRIVEOR = OFFICIAL RECORD SO. FT.= SOUARE FEET ORB = OFFICIAL RECORD BOOK Τ = TANGENT ESMT. = EASEMENT PEF = DELTA (CENTRAL ANGLE) = PROGRESS ENERGY FLORIDA TB = TANGENT BEARING PG. FND. = FOUND= PAGE TC = TANGENT TO CURVE PLS = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP = FIELD DATA = UTILITY EASEMENT FDOT = FLORIDA DEPARTMENT OF = PROPERTY LINE IJF (P) = PLAT DATA TRANSPORTATION

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

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 07:32:55 -04'00'

MARTIN J. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE

BY



			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/OSCEOLA COUNTY
						WBO DESIGN & ENGINEERING, INC. LB7963	DATA SOURCE:
DATE TITLE	MJS	4/02/2024		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:

UPDATE TITLE 4/02/2024 REVISED PARENT TRACT & LEGAL DESCRIPTION DRAWN J. J PIERRE 03/22/2023 J. J. PIERRE 08/21/2023

M. SHATTO 03/30/2023

CHECKED

201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

SEE NOTE 3 ABOVE

SECTION N/A SHEET 3 OF 3

LORIDA Rered Land Sur

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

PARCEL 53-264A

# LEGAL DESCRIPTION

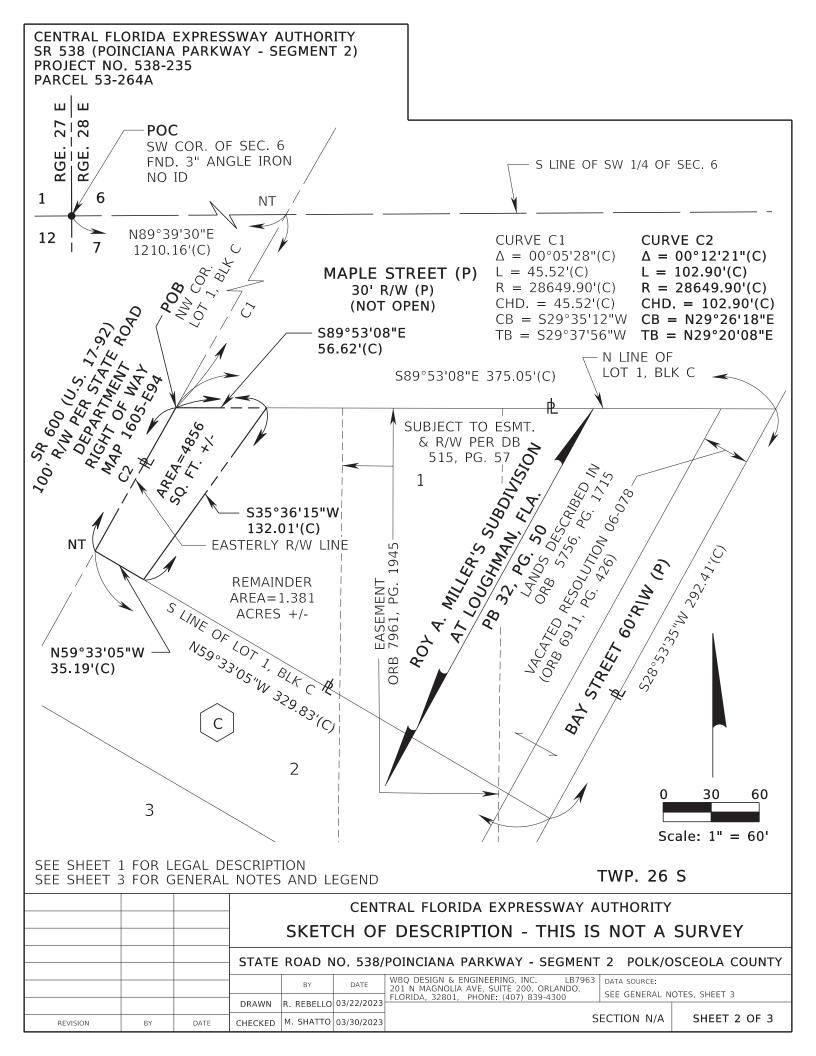
A PORTION OF LOT 1, BLOCK C, ROY A. MILLER'S SUBDIVISION AT LOUGHMAN, FLA., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 50 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA LYING IN SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5756, PAGE 1715, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600. A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF SOUTH 29°35'12" WEST AND A CHORD DISTANCE OF 45.52 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 29°37'56" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°05'28", A DISTANCE OF 45.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK C AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C SOUTH 89°53'08" EAST, A DISTANCE OF 56.62 FEET; THENCE SOUTH 35°36'15" WEST, A DISTANCE OF 132.01 FEET TO THE SOUTH LINE OF SAID LOT 1, BLOCK C; THENCE ALONG SAID SOUTH LINE NORTH 59°33'05" WEST, A DISTANCE OF 35.19 FEET TO AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 29°26'18" EAST AND A CHORD DISTANCE OF 102.90 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°20'08" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°12'21", A DISTANCE OF 102.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 4856 SQUARE FEET, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS						
			STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 2				
			DRAWN	R. REBELLO	03/22/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEL GLIVERAL IV	OTES, SHEET S				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/30/2023	SECTION N/A SHEET 1 OF 3						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235** PARCEL 53-264A

# **GENERAL NOTES**

- 1 THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2 THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST OUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3 PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 31495-8 DATED 03/01/2022 AT 8:00 A.M. AND FILE NO. 30362-53-264 DATED 3/19/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

# LEGEND

CHD. CB Q (C) CCR CFX  CO. COR. CM CR CSX D (D) DB DR.  A FND. ELY (F)	= BLOCK = CHORD DISTANCE = CHORD BEARING = CENTERLINE = CALCULATED DATA = CERTIFIED CORNER RECORD = CENTRAL FLORIDA EXPRESSWAY AUTHORITY = COUNTY = CORNER = CONCRETE MONUMENT = COUNTY ROAD = CHESSIE SEABOARD CONSOLIDATED = DEGREE = DEED DATA = DEED BOOK = DRIVE = DELTA (CENTRAL ANGLE) = FOUND = EASTERLY = FIELD = FLORIDA DEPARTMENT OF	FT. ID IP IR IRC L LB L/A MON. N/A NL N&D NT NTS OR ORB PG. PLS P(P) PB	= FEET = IDENTIFICATION = IRON PIPE = IRON ROD OR REBAR = IRON ROD AND CAP = LENGTH OF CURVE = LICENSED BUSINESS = LIMITED ACCESS = MONUMENTATION/MONUMENT = NUMBER = NOT APPLICABLE = NAIL = NAIL & DISK = NON-TANGENT = NOT TO SCALE = OFFICIAL RECORD = OFFICIAL RECORD = OFFICIAL RECORD BOOK = PAGE = PROFESSIONAL LAND SURVEYOR = PROPERTY LINE = PLAT DATA = PLAT BOOK	R RD. RR RGE. REF. R/W SEC.	= POINT OF TANGENCY = PROJECT = RADIUS = ROAD = RAILROAD = RANGE = REFERENCE = RIGHT OF WAY = SECTION T.= SQUARE FEET = STATE ROAD
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	РВ	= PLAT BOOK	TWP. UE	= TOWNSHIP = UTILITY EASEMENT

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

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 09:34:31 -04'00'

MARTIN J. SHATTO, PSM

REVISION

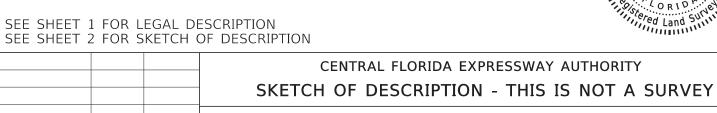
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

CHECKED M. SHATTO 03/30/2023

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE



					JIKE !	011 01			110171	50111	
				STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGI	MENT	2 POLK/O	SCEOLA COUNTY	
											_
					BY	DATE	WBQ DESIGN & ENGINEERING, INC. L	LB7963	DATA SOURCE:		
					51	57112	201 N MAGNOLIA AVE, SUITE 200, ORLANI   FLORIDA. 32801. PHONE: (407) 839-4300		SEE NOTE 3 ABO	OVE	
	UPDATE TITLE	MJS	4/03/2024	DRAWN	R. REBELLO	03/22/2023	FLORIDA, 32801, PHONE. (407) 839-4300	,			_
- 1	OI DAIL IIILL	1417	4/03/2024								

SECTION N/A

SHEET 3 OF 3

CORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

**PARCEL 53-264B** 

### LEGAL DESCRIPTION

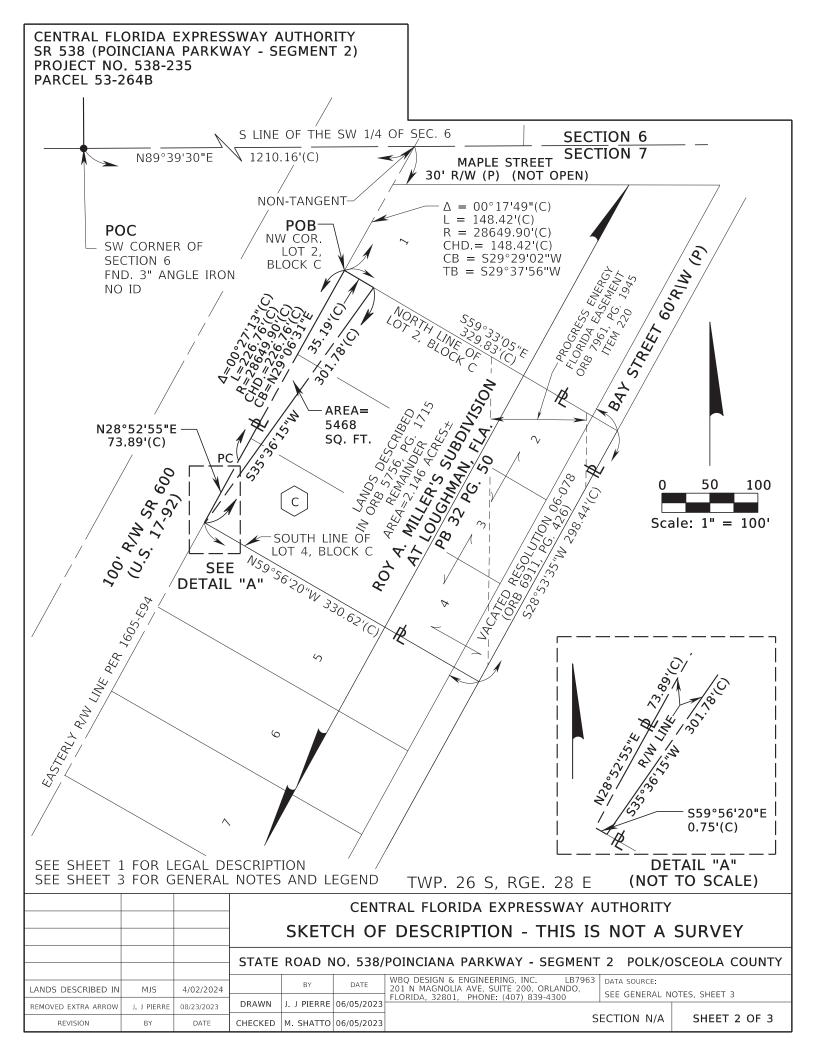
A PORTION OF LOTS 2, 3 AND 4, BLOCK C, OF ROY A. MILLER'S SUBDIVISION AT LOUGHMAN, FLA., AS RECORDED IN PLAT BOOK 32, PAGE 50, PUBLIC RECORDS OF POLK COUNTY, FLORIDA LYING IN SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1403, PAGE 435 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600 (U.S. 17-92), A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF SOUTH 29°29'02" WEST, AND A CHORD DISTANCE OF 148.42 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 29°37'56" WEST, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°17'49", A DISTANCE OF 148.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID LOT 2 SOUTH 59°33'05" EAST, A DISTANCE OF 35.19 FEET; THENCE SOUTH 35°36'15" WEST, A DISTANCE OF 301.78 FEET TO A POINT ON THE SOUTH LINE OF LOT 4, BLOCK C OF SAID PLAT; THENCE ALONG SAID SOUTH LINE NORTH 59°56'20" WEST, A DISTANCE OF 0.75 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: THENCE NORTH 28°52'55" EAST, A DISTANCE OF 73.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 29°06'31" EAST, AND A CHORD DISTANCE OF 226.76 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°27'13", A DISTANCE OF 226.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 5468 SQUARE FEET, MORE OR LESS.

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

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY						
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 2					
REMOVED EXTRA ARROW	J. J PIERRE	08/23/2023	DRAWN	J. J PIERRE	06/05/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEL GLIVERAL IV						
REVISION	BY	DATE	CHECKED	M. SHATTO	06/05/2023	SECTION N/A SHEET 1 OF 3							



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-264B

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-53-265 DATED 06/13/2021 AT 8:00 A.M., UPDATED 3/19/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

### **LEGEND**

CHD.	_	CHORD DICTANCE	ID	- IDENTIFICATION	PC	_	DOINT OF CURVATURE
	=	CHORD DISTANCE	ID	= IDENTIFICATION		=	POINT OF CURVATURE
СВ	=	CHORD BEARING	ΙP	= IRON PIPE	ΡI	=	POINT OF INTERSECTION
Į Ę	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	=	POINT OF BEGINNING
(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	=	POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T.	=	POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT	=	POINT OF TANGENCY
		AUTHORITY	L/A	= LIMITED ACCESS	PROJ.	=	PROJECT
CO.	=	COUNTY	MON.	= MONUMENTATION/MONUMENT	R	=	RADIUS
COR.	=	CORNER	NO.	= NUMBER	RR	=	RAILROAD
CM	=	CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RGE.	=	RANGE
CR	=	COUNTY ROAD	NL	= NAIL	REF.	=	REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	R/W	=	RIGHT OF WAY
D	=	DEGREE	NT	= NON-TANGENT	SEC.	=	SECTION
(D)	=	DEED DATA	NTS	= NOT TO SCALE	SQ.FT	. =	SQUARE FEET
DB	=	DEED BOOK	OR	= OFFICIAL RECORD	SR	=	STATE ROAD
DR.	=	DRIVE	ORB	= OFFICIAL RECORD BOOK	Τ	=	TANGENT
ESMT.	. =	EASEMENT	PG.	= PAGE	TB	=	TANGENT BEARING
Δ	=	DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR	TC	=	TANGENT TO CURVE
FND.	=	FOUND	P	= PROPERTY LINE	TWP.	=	TOWNSHIP
(F)	=	FIELD DATA	(P)	= PLAT DATA	UE	=	UTILITY EASEMENT
F.P.	=	FINANCIAL PROJECT	PB	= PLAT BOOK			
I FDOT	=	FLORIDA DEPARTMENT OF					
ESMT. Δ FND. (F)	. = = = = =	EASEMENT DELTA (CENTRAL ANGLE) FOUND FIELD DATA	PG. PLS P (P)	= PAGE = PROFESSIONAL LAND SURVEYOR = PROPERTY LINE = PLAT DATA	TB TC TWP.	= = =	TANGENT BEARING TANGENT TO CURVE TOWNSHIP

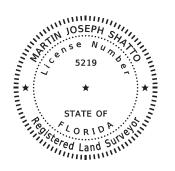
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 09:36:07 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS					
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY							
UPDATE TITLE	MJS	4/03/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE			
REVISED EXTRA ARROW	J. J PIERRE	08/23/2023	DRAWN	J. J PIERRE	06/05/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE S ABO	342			
REVISION	BY	DATE	CHECKED	м. ѕнатто	06/05/2023	S	SECTION N/A	SHEET 3 OF 3			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-410

PURPOSE: RIGHT-OF-WAY **ESTATE: FEE SIMPLE** 

# LEGAL DESCRIPTION

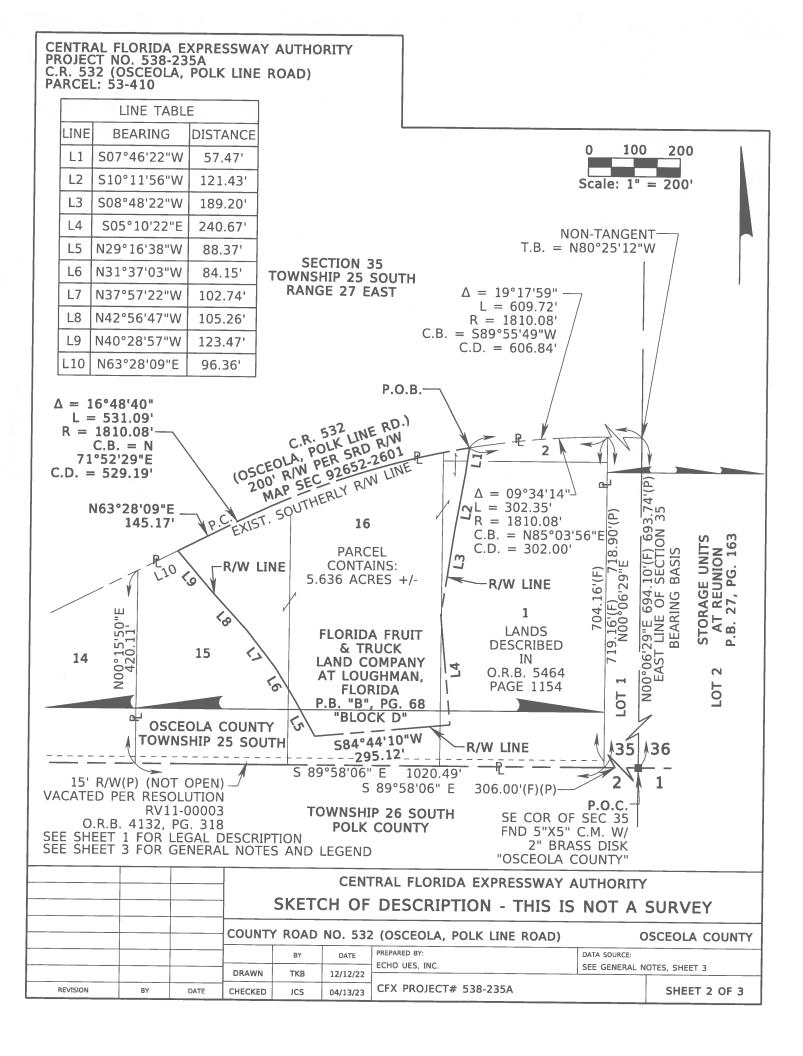
A PORTION OF LOTS 1, 2, 15, AND 16, BLOCK D, OF FLORIDA FRUIT & TRUCK LAND COMPANY AT LOUGHMAN FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 68, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING SOUTH OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD) IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5464, PAGE 1154, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH A 2" BRASS DISK STAMPED "OSCEOLA COUNTY", MARKING THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 25 SOUTH RANGE 27 EAST; THENCE NORTH 00°06'29" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 694.10 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601, AND A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1810.08 FEET AND A CENTRAL ANGLE OF 19°17'59" (CHORD BEARING = SOUTH 89°55'49" WEST, CHORD DISTANCE = 606.84 FEET); THENCE FROM A TANGENT BEARING OF NORTH 80°25'12" WEST, RUN SOUTHWESTERLY ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE AND ARC OF SAID CURVE, A DISTANCE OF 609.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07°46'22" WEST, A DISTANCE OF 57.47 FEET; THENCE SOUTH 10°11'56" WEST, A DISTANCE OF 121.43 FEET; THENCE SOUTH 08°48'22" WEST, A DISTANCE OF 189.20 FEET; THENCE SOUTH 05°10'22" EAST, A DISTANCE OF 240.67 FEET; THENCE SOUTH 84°44'10" WEST, A DISTANCE OF 295.12 FEET; THENCE NORTH 29°16'38" WEST, A DISTANCE OF 88.37 FEET; THENCE NORTH 31°37'03" WEST, A DISTANCE OF 84.15 FEET; THENCE NORTH 37°57'22" WEST, A DISTANCE OF 102.74 FEET; THENCE NORTH 42°56'47" WEST, A DISTANCE OF 105.26 FEET; THENCE NORTH 40°28'57" WEST, A DISTANCE OF 123.47 FEET TO SAID EXISTING SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 63°28'09" EAST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 145.17 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1810.08 FEET AND A CENTRAL ANGLE OF 16°48'40" (CHORD BEARING = NORTH 71°52'29" EAST, CHORD DISTANCE = 529.19 FEET); THENCE NORTHEASTERLY ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 531.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.636 ACRES, MORE OR LESS.

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

				SKET		TRAL FLORIDA EXPRESSWAY  DESCRIPTION - THIS							
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY									
				BY	DATE	PREPARED BY:	DATA SOURCE:						
			DRAWN	ТКВ	TKB 12/12/22 ECHO UES, INC. SEE GENERAL NOTES, SHEET 3								
REVISION	BY	DATE	CHECKED	JCS	04/13/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3					



PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-410

LEGEND:

AC **ACRES** =P.B. = PLAT BOOK COR **CORNER** \_\_\_\_ PG. **PAGE** = (C) CALCULATED DATA P.C. \_

POINT OF CURVATURE C.B. CHORD BEARING P.O.B. POINT OF BEGINNING C.D. CHORD DISTANCE P.O.C. POINT OF COMMENCEMENT

C.M. **CONCRETE MONUMENT PSM** PROFESSIONAL SURVEYOR & C.R. = COUNTY ROAD

**MAPPER** EXIST. **EXISTING** =R \_ **RADIUS** (F) = FIELD DATA RD. = ROAD **FND FOUND** R/W

RIGHT OF WAY ID **IDENTIFICATION** SEC = **SECTION** LB LICENSED BUSINESS S.R. STATE ROAD = 

LENGTH = SRD = STATE ROAD DEPARTMENT NAD83 = NORTH AMERICAN T.B. = TANGENT BEARING

**DATUM OF 1983** W/ **WITH** N&D NAIL & DISK

Δ = **DELTA** O.R.B. =OFFICIAL RECORDS BOOK +/-MORE OR LESS \_

PROPERTY LINE = R/W LINE (P) PLAT DATA

#### **GENERAL NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST AS BEING NORTH 00°06'29" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.

- 2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF A PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-410, DATED JUNE 21, 2022 AT 8:00 A.M., UPDATED MARCH 13, 2023 AT 8:00 A.M. AND UPDATED MARCH 11, 2024 AT 8:00 A.M.

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

MICHAEL W. PATTERSON, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSE OR

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

				SKET		TRAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY									
				BY	DATE	PREPARED BY:	DATA SOURCE:						
GENERAL NOTE 3	JCS	04/05/24	DRAWN	ТКВ	12/09/22	ECHO UES, INC.	SEE GENERAL N	OTE 3					
REVISION	BY	DATE	CHECKED	JCS	04/13/23	CFX PROJECT# 538-235A SHEET 3 OF 3							

Number 9:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-450

PURPOSE: RIGHT-OF-WAY **ESTATE: FEE SIMPLE** 

### LEGAL DESCRIPTION

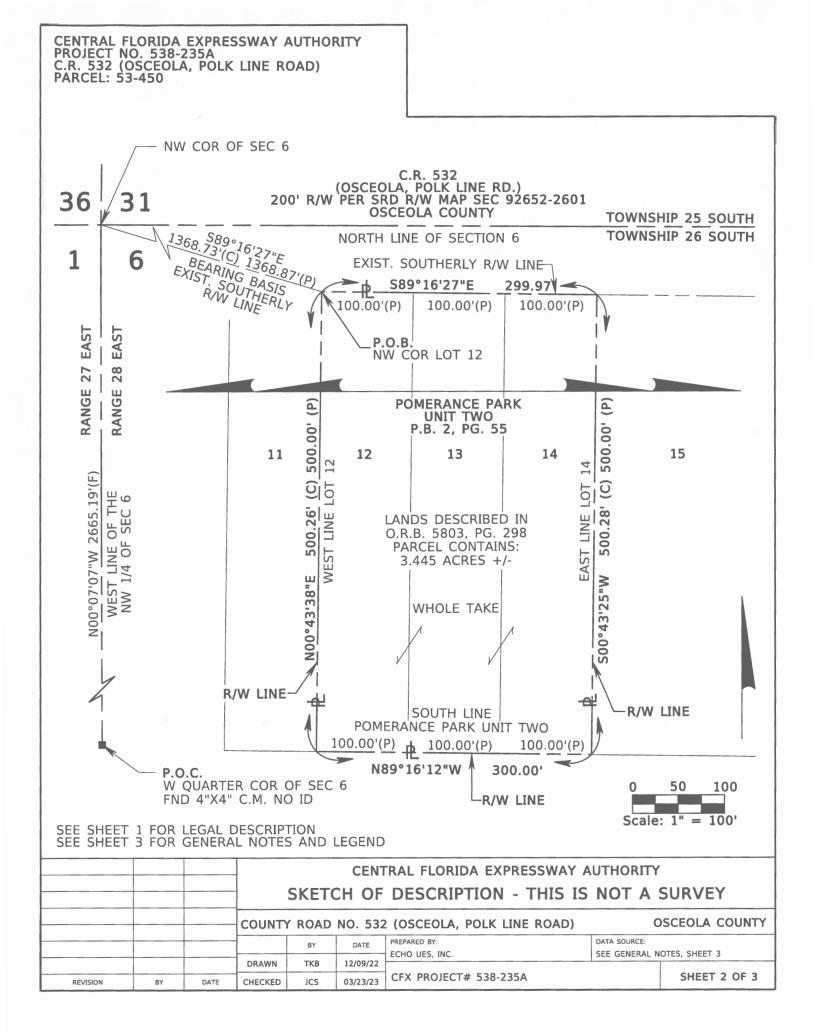
LOTS 12, 13, AND 14, POMERANCE PARK UNIT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 55, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, ALSO BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5803, PAGE 298, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" BY 4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE NORTH 00°07'07" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 2665.19 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; SAID POINT ALSO BEING ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 532, A 200 FOOT WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE SOUTH 89°16'27" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1368.73 FEET TO THE NORTHWEST CORNER OF LOT 12, POMERANCE PARK UNIT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 55, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°16'27" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 299.97 FEET TO THE EAST LINE OF LOT 14 OF SAID POMERANCE PARK UNIT TWO; THENCE SOUTH 00°43'25" WEST, ALONG SAID EAST LINE, A DISTANCE OF 500.28 FEET TO THE SOUTH LINE OF SAID POMERANCE PARK UNIT TWO: THENCE NORTH 89°16'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 300.00 FEET TO THE WEST LINE OF SAID LOT 12; THENCE NORTH 00°43'38" EAST, ALONG SAID WEST LINE, A DISTANCE OF 500.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.445 ACRES, MORE OR LESS.

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

				SKET		TRAL FLORIDA EXPRESSWAY : DESCRIPTION - THIS IS							
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY									
				BY	DATE	PREPARED BY:	DATA SOURCE:	OTEC CHEET 2					
			DRAWN	DRAWN TKB 12/04/22 ECHO UES, INC. SEE GENERAL NOTES, SHEET 3									
REVISION	BY	DATE	CHECKED	JCS	03/23/23	CFX PROJECT# 538-235A SECTION N/A SHEET 1 OF 3							



PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-450

#### LEGEND:

AC	=	ACRES	O.R.B.	=	OFFICIAL RECORDS BOOK
(C)	=	CALCULATED DATA	P.B.	=	PLAT BOOK
COR	=	CORNER	PG.	=	PAGE
C.M.	=	CONCRETE MONUMENT	P.O.B.	=	POINT OF BEGINNING
C.R.	=	COUNTY ROAD	P.O.C.	=	POINT OF COMMENCEMENT
EXIST.	=	EXISTING	PSM	=	PROFESSIONAL SURVEYOR &
(F)	=	FIELD DATA			MAPPER
FND	=	FOUND	RD.	=	ROAD
ID	=	IDENTIFICATION	R/W	=	RIGHT OF WAY
LB	=	LICENSED BUSINESS	SEC	=	SECTION
NAD83	=	NORTH AMERICAN	S.R.	=	STATE ROAD
		DATUM OF 1983	SRD	=	STATE ROAD DEPARTMENT
N&D	=	NAIL & DISK	W/	=	WITH
P	=	PROPERTY LINE	+/-	=	MORE OR LESS
(P)	=	PLAT DATA		- =	R/W LINE

#### **GENERAL NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD) AS BEING SOUTH 89°16'27" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- PREPARED WITH THE BENEFIT OF A PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-450-A-B-C, DATED JULY 28, 2022 AT 8:00 A.M., UPDATED MARCH 01, 2023 AT 8:00 A.M. AND UPDATED MARCH 11, 2024 AT 8:00 A.M.

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

DATE:

MICHAEL W. PATTERSON, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSE SUPPLY

STATE OF

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY										
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			COUNT	OUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY										
				BY	DATE	PREPARED BY:	DATA SOURCE:	OTE 3						
GENERAL NOTE 3	JCS	04/05/24	DRAWN	DRAWN TKB 12/09/22 ECHO UES, INC. SEE GENERAL NOTE 3										
RÉVISION	BY	DATE	CHECKED	HECKED JCS 03/23/23 CFX PROJECT# 538-235A SHEET 3 OF 3										

Number 9;

PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-480

PURPOSE: RIGHT-OF-WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

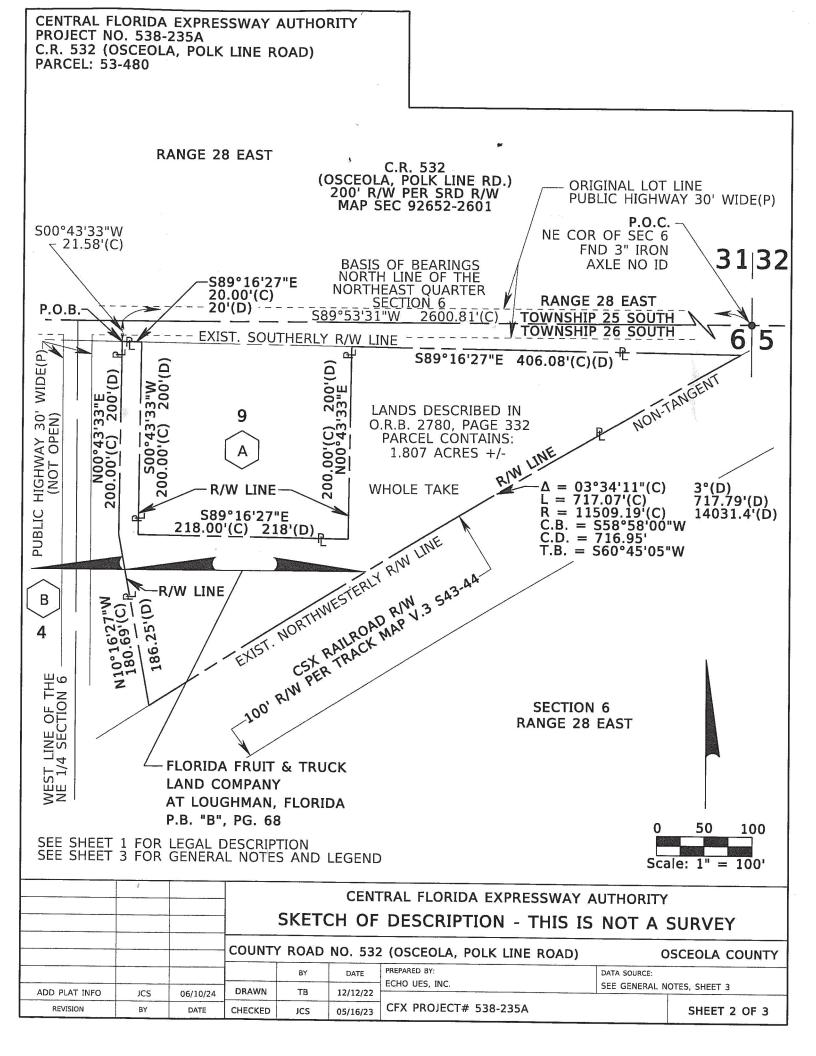
A PORTION OF LAND IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA ALSO BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2780, PAGE 332, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 3" IRON AXLE, WITH NO IDENTIFICATION, MARKING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°53'31" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2600.81 FEET; THENCE SOUTH 00°43'33" WEST, A DISTANCE OF 21.58 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601, AND THE POINT OF BEGINNING; THENCE SOUTH 89°16'27" EAST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°43'33" WEST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 89°16'27" EAST, A DISTANCE OF 218.00 FEET; THENCE NORTH 00°43'33" EAST, A DISTANCE OF 200.00 FEET TO SAID EXISTING SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 89°16'27" EAST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 406.08 FEET TO THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF THE CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FOOT WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 11509.19 FEET AND A CENTRAL ANGLE OF 03°34'11" (CHORD BEARING = SOUTH 58°58'00" WEST, CHORD DISTANCE = 716.95 FEET); THENCE FROM A TANGENT BEARING OF SOUTH 60°45'05" WEST, RUN SOUTHWESTERLY ALONG SAID EXISTING NORTHWESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 717.07 FEET; THENCE NORTH 10°16'27" WEST, A DISTANCE OF 180.69 FEET; THENCE NORTH 00°43'33" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.807 ACRES, MORE OR LESS.

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

	2			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY								
				BY	DATE	PREPARED BY:	DATA SOURCE:					
			DRAWN	ТКВ	12/12/22	ECHO UES, INC.	SEE GENERAL N	OTES, SHEET 3				
REVISION	BY	DATE	CHECKED	JCS	05/16/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3				



CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-480 LEGEND: AC **ACRES** (C) CALCULATED DATA P PROPERTY LINE C.B. CHORD BEARING P.O.B. POINT OF BEGINNING C.D. CHORD DISTANCE P.O.C. POINT OF COMMENCEMENT COR CORNER **PSM** PROFESSIONAL SURVEYOR & C.R. COUNTY ROAD **MAPPER** CSX CHESSIE SEABOARD R **RADIUS** CONSOLIDATED RD. ROAD (D) DEED DATA R/W RIGHT OF WAY EXIST. = **EXISTING** SEC SECTION FIELD DATA (F) SRD STATE ROAD DEPARTMENT **FND FOUND** T.B. TANGENT BEARING ID IDENTIFICATION = W/ WITH L = LENGTH Δ DELTA LB LICENSED BUSINESS MORE OR LESS +/-NAD83 =NORTH AMERICAN R/W LINE **DATUM OF 1983** O.R.B. =OFFICIAL RECORDS BOOK **GENERAL NOTES:** 1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST AS BEING SOUTH 89°53'31" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF A PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-480, DATED JULY 28, 2022 AT 8:00 A.M., UPDATED MARCH 01, 2023 AT 8:00 A.M. AND UPDATED MARCH 11, 2024 AT 8:00 A.M.

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

DATE:

MICHAEL W. PATTERSON, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

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

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

	9			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			COUNTY	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY								
				BY	DATE	PREPARED BY: ECHO UES, INC.	DATA SOURCE:					
GENERAL NOTE 3	JCS	04/05/24	DRAWN	ТВ	12/12/22	ECHO DES, INC.	SEE GENERAL N	OTE 3				
REVISION	BY	DATE	CHECKED	JCS	05/16/23	GFX PROJECT# 538-235A SHEET 3 OF						

PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-490

PURPOSE: RIGHT-OF-WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

A PORTION OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1257, PAGE 585, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 3" IRON AXLE, WITH NO IDENTIFICATION, MARKING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°53'31" WEST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 1271.38 FEET; THENCE SOUTH 00°58'43" EAST, A DISTANCE OF 40.94 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601, AND THE POINT OF BEGINNING; THENCE SOUTH 89°16'27" EAST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 421.02 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 (U.S. 17/92), A 100.00 FOOT RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 92010-2520; THENCE SOUTH 33°20'26" WEST, ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 187.45 FEET; THENCE SOUTH 89°52'09" WEST, A DISTANCE OF 315.18 FEET; THENCE NORTH 00°58'43" WEST, A DISTANCE OF 162.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.351 ACRES, MORE OR LESS.

#### **GENERAL NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST AS BEING SOUTH 89°53'31" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF A PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-490, DATED AUGUST 1, 2022 AT 8:00 A.M., UPDATED APRIL 13, 2023 AT 8:00 A.M. AND UPDATED MARCH 11, 2024 AT 8:00 A.M.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY									
				BY	DATE	PREPARED BY:	DATA SOURCE:						
GENERAL NOTE 3	JCS	04/05/24	DRAWN	ТКВ	12/04/22	ECHO UES, INC.	SEE GENERAL N	OTE 3					
REVISION	BY	DATE	CHECKED	JCS	04/13/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3					

PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-490 **RANGE 28 EAST** C.R. 532 (OSCEOLA, POLK LINE RD.) 200' R/W PER SRD R/W MAP SECTION 92652-2601 S00°58'43"E 32 BASIS OF BEARINGS 40.941 TOWNSHIP 25 SOUTH S89°53'31"W 1271.38' NORTH LINE OF SECTION 6 **TOWNSHIP 26 SOUTH** 5 6 S89°16'27"E 474.231 S89°16'27"E 421.02' P.O.B. P.O.C. EXIST. SOUTHERLY R/W LINE 589°16'27"E\_ 53.21' NE COR OF SEC 06 N00°58'43"W 162,68' FND 3" IRON S00°07'41"W 729.26 AXLE NO ID PARCEL CONTAINS: 1.351 ACRES +/-R/W LINE S89°52'09"W 315.18' NE 1/4 OF THE NE 1/4 OF **SECTION 6** LANDS DESCRIBED IN O.R.B. 1257, PG 585 S.R. 600 (U.S. 17/92) 100' R/W PER FLORIDA DEPARTMENT SAME POINT OF TRANSPORTATION R/W MAP SECTION 92010-2520 50 100 SEE SHEET 1 FOR LEGAL DESCRIPTION AND GENERAL NOTES SEE SHEET 3 FOR LEGEND Scale: 1" = 100'CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY PREPARED BY DATA SOURCE: DATE ECHO UES, INC. SEE GENERAL NOTES, SHEET 1 DRAWN TR 12/04/22 CFX PROJECT# 538-235A SHEET 2 OF 3 REVISION DATE CHECKED JCS 04/13/23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-490

#### LEGEND:

AC = ACRES = PROPERTY LINE COR = CORNER PG = PAGE C.M. = CONCRETE MONUMENT P.O.B. = POINT OF BEGINNING C.R. = COUNTY ROAD = POINT OF COMMENCEMENT P.O.C. EXIST. = EXISTING **PSM** = PROFESSIONAL SURVEYOR & MAPPER FND = FOUND RD. = ROAD ID = IDENTIFICATION R/W = RIGHT OF WAY LB = LICENSED BUSINESS SEC = SECTION NAD83 = NORTH AMERICAN S.R. = STATE ROAD **DATUM OF 1983** SRD = STATE ROAD DEPARTMENT O.R.B. = OFFICIAL U.S. = UNITED STATES RECORDS BOOK W/ = WITH +/-= MORE OR LESS = R/W LINE

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

DATE

MILLING

MICHAEL W. PATTERSON, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICE AND MAPPER.

SEE SHEET 1 FOR LEGAL DESCRIPTION AND GENERAL NOTES SEE SHEET 2 FOR SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY PREPARED BY: DATA SOURCE: DATE ECHO UES, INC. SEE GENERAL NOTES, SHEET 1 DRAWN TB 12/04/22 CFX PROJECT# 538-235A SHEET 3 OF 3 REVISION DATE CHECKED JCS 04/13/23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-700

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

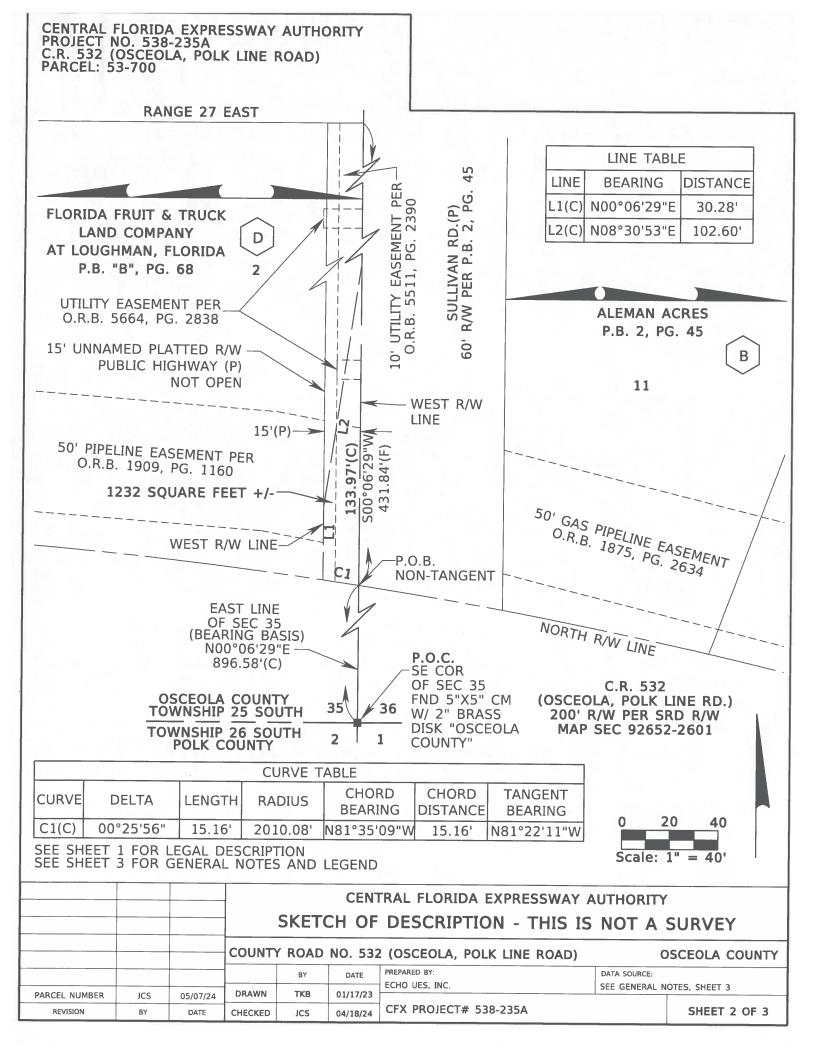
A PORTION OF LAND LYING IN A 15 FOOT WIDE UNNAMED PLATTED RIGHT OF WAY LYING EASTERLY OF AND ADJACENT TO LOT 2, BLOCK D, FLORIDA FRUIT & TRUCK LAND COMPANY AT LOUGHMAN, FLORIDA, RECORDED IN PLAT BOOK "B", PAGE 68, PUBLIC RECORDS OF OSCEOLA COUNTY, LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH A 2" BRASS DISK, STAMPED "OSCEOLA COUNTY", MARKING THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE NORTH 00°06'29" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 896.58 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601, ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2010.08 FEET AND A CENTRAL ANGLE OF 00°25'56" (CHORD BEARING = NORTH 81°35'09" WEST, CHORD DISTANCE = 15.16 FEET) AND THE POINT OF BEGINNING; THENCE FROM A TANGENT BEARING OF NORTH 81°22'11" WEST, NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE, A DISTANCE OF 15.16 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AFOREMENTIONED 15 FOOT WIDE UNNAMED PLATTED RIGHT OF WAY; THENCE NORTH 00°06'29" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.28 FEET; THENCE NORTH 08°30'53" EAST, A DISTANCE OF 102.60 FEET TO THE EAST LINE OF AFOREMENTIONED SECTION 35 AND THE WEST RIGHT OF WAY LINE OF SULLIVAN ROAD, A 60 FOOT RIGHT OF WAY, AS SHOWN ON THE PLAT OF ALEMAN ACRES, RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 00°06'29" WEST ALONG SAID EAST AND WEST LINES, A DISTANCE OF 133.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 1232 SQUARE FEET, MORE OR LESS.

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

				SKET		TRAL FLORIDA EXPRESSWA DESCRIPTION - THIS		
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROA	AD) O	SCEOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
PARCEL NUMBER	JCS	05/07/24	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 3
REVISION	BY	DATE	CHECKED	JCS	04/18/24	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-700

#### LEGEND:

AC	= ACRES	P	=	PROPERTY LINE
(C)	= CALCULATED DATA	(P)		PLAT DATA
C.B.	= CHORD BEARING	P.B.	=	
C.D.	= CHORD DISTANCE	PG.		PAGE
COR	= CORNER	P.O.B.	=	POINT OF BEGINNING
C.R.	= COUNTY ROAD	P.O.C.	=	POINT OF COMMENCEMENT
CM	= CONCRETE MONUMENT	PSM	_	
(D)	= DEED DATA	1 314		MAPPER
EXIST	= EXISTING	R	_	RADIUS
(F)	= FIELD DATA	RD.	_	
FND	= FOUND	R/W		RIGHT OF WAY
ID	= IDENTIFICATION	SEC		SECTION
L	= LENGTH	SRD	=	STATE ROAD DEPARTMENT
LB	= LICENSED BUSINESS	T.B.		TANGENT BEARING
M.B.	= MAP BOOK	W/	_	WITH
MADOD		44/		AATILI

# **GENERAL NOTES:**

NAD83 = NORTH AMERICAN

= NOT TO SCALE

**DATUM OF 1983** 

O.R.B. = OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST AS BEING NORTH 00°06'29" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.

Δ

+/-

**DELTA** 

MORE OR LESS

TEMPORARY EASEMENT LINE

STATE OF

=

=

- THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. 3.

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

DATE: 5

MICHAEL W. PATTERSON, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

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

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

				SKET		TRAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS				
			COUNT	ROAD	NO. 532	(OSCEOLA, POLK LINE ROAD)	(	OSCEOLA COUNTY		
				BY	DATE	PREPARED BY:	DATA SOURCE:			
PARCEL NUMBER	JCS	05/07/24	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL N	NOTE 3		
REVISION	BY	DATE	CHECKED	JCS	04/18/24	CFX PROJECT# 538-235A SHEET 3 OF				

PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-701

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

A PORTION OF FAMAGUSTA DRIVE, AS SHOWN ON THE PLAT OF AZUR RESORT, AS RECORDED IN PLAT BOOK 184, PAGE 16, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9805, PAGE 857, SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" BY 4" CONCRETE MONUMENT WITH A NAIL AND DISK, STAMPED "PRM LB 2396", MARKING THE SOUTHWEST CORNER OF AZUR RESORT, AS RECORDED IN PLAT BOOK 184, PAGE 16, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST; THENCE NORTH 00°02'07" WEST, ALONG THE WEST LINE OF SAID PLAT AND THE WEST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 1294.61 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD) HAVING A VARYING RIGHT OF WAY WIDTH AS SHOWN ON SAID PLAT; THENCE SOUTH 89°58'43" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 132.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°58'43" EAST, ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE A DISTANCE OF 58.44 FEET; THENCE SOUTH 00°01'17" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°58'43" WEST, A DISTANCE OF 58.44 FEET; THENCE NORTH 00°01'17 EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1169 SQUARE FEET, MORE OR LESS.

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

REVISE DESCRIPTION	JCS	11/22/23		CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROAL	D)	POLK COUNTY					
				BY	DATE	PREPARED BY:	DATA SOURCE:						
			DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 3					
REVISION	BY	DATE	CHECKED	JCS	05/18/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-701 LINE TABLE **BEARING** LINE **DISTANCE** L1 SECTION 35 S00°01'17"W 20.00'(C) TOWNSHIP 25 SOUTH L2 N00°01'17"E 20.00'(C) RANGE 27 EAST L3 S89°58'43"E 13.06'(C) OSCEOLA COUNTY SOUTH LINE OF SECTION 35 NORTH LINE OF SECTION 2 **POLK COUNTY** C.R. 532 (OSCEOLA, POLK LINE RD.) SECTION 2 R/W VARIES PER P.B. 184, PG. 16 TOWNSHIP 26 SOUTH EXISTING SOUTH RANGE 27 EAST P.O.B.-S89°58'43"E R/W LINE 92.19'(C) 92.18'(P) S89°58'43"E 58.44'(C) 132.52'(C) 20.69'(C) 7.5' PUBLIC UTILITY 1169 SQUARE FEET +/-ىلە EASEMENT PER N89°58'43"W 58.44'(C) P.B. 184, PAGE 16 SUBJECT TO BLANKET UTILITY EASEMENT 1294.61'(F) 1294.93'(P) O.R.B. 11116, PAGE 333 BASIS) N00°03'40"W LANDS DESCRIBED IN FAMAGUSTA DRIVE (P) 77.79'(C)(P) N00°02'07"W S00°03'40"E O.R.B. 9805, PAGE 857 R/W VARIES 77.66'(C)(P) LOT LOT 1 126 BEARING INGRESS/EGRESS, CROSS ACESS, DRAINGE AND PUBLIC UTILITY EASEMENT AZUR RESORT P.B. 184, PG. 16 TRACT C W LINE OF AZUR RESORT, P.B. 184, PG. 16 AND W LINE OF THE W 1/2 OF THE E 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SEC 2 S89°56'26"W 92.19'(C) CLOSING LINE ABBREVIATED PARENT PARCEL P.O.C. SW CORNER OF AZUR RESORT, P.B. 184, PG. 16 AND SW CORNER OF THE W 1/2 OF THE E 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 2 FND 4"X4" CM W/ NAIL & DISK STAMPED "PRM LB 2396" 10 20 SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND Scale: 1" = 20'REVISE EASEMENT 11/22/23 JCS CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) **POLK COUNTY** PREPARED BY: DATA SOURCE: DATE ECHO UES, INC. SEE GENERAL NOTES, SHEET 3 DRAWN TKB 01/17/23 CFX PROJECT# 538-235A SHEET 2 OF 3 REVISION DATE CHECKED 05/18/23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-701

# LEGEND:

AC	=	ACRES	P	=	PROPERTY LINE
(C)	===	CALCULATED DATA	(P)	=	PLAT DATA
C.B.	=	CHORD BEARING	P.B.	=	PLAT BOOK
C.D.	=	CHORD DISTANCE	PG.	=	PAGE
COR	=	CORNER	P.O.B.	==	POINT OF BEGINNING
C.R.	=	COUNTY ROAD	P.O.C.	=	POINT OF COMMENCEMENT
CM	=	CONCRETE MONUMENT	PSM	=	PROFESSIONAL SURVEYOR &
(D)	=	DEED DATA			MAPPER
EXIST.	=	EXISTING	R		RADIUS
(F)	=	FIELD DATA	RD.	=	ROAD
FND	=	FOUND	R/W	=	RIGHT OF WAY
ID	=	IDENTIFICATION	SEC	=	SECTION
L	=	LENGTH	SRD	=	STATE ROAD DEPARTMENT
LB	==	LICENSED BUSINESS	T.B.	=	TANGENT BEARING
NAD83	*****	NORTH AMERICAN	W/	=	WITH
		DATUM OF 1983	Δ	=	DELTA
O.R.B.	=	OFFICIAL RECORDS BOOK	+/-	=	MORE OR LESS

#### **GENERAL NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE WEST 1/2 OF THE 1. EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA AS BEING NORTH 00°02'07" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN. 2.
- PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-401, DATED JULY 25, 2022 AT 8:00 A.M., AND FILE NUMBER 30361-401/53-701 DATED MARCH 11, 2024 AT 8:00 A.M.

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

DATE: 4 22 2024

MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE

Surveyor Bill

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY									
				BY	DATE	PREPARED BY: ECHO UES, INC.	DATA SOURCE:						
GENERAL NOTE 3	JCS	04/16/24	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTE 3					
REVISION	BY	DATE	CHECKED	JCS	05/18/23	GFX PROJECT# 538-235A SHEET 3 OF 3							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-702 PARTS A-B

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

#### PART A

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11505, PAGE 1955, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" BY 4" CONCRETE MONUMENT WITH A NAIL AND DISK STAMPED "PRM LB 2396", MARKING THE SOUTHWEST CORNER OF AZUR RESORT, AS RECORDED IN PLAT BOOK 184, PAGE 16, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 26, RANGE 27 EAST; THENCE NORTH 00°02'07" WEST, ALONG THE WEST LINE OF SAID AZUR RESORT AND WEST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1294.61 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD) HAVING A VARYING RIGHT OF WAY WIDTH, AS SHOWN ON SAID PLAT OF AZUR RESORT; THENCE SOUTH 89°58'43" EAST, ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 331.64 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 00°01'55" WEST, ALONG SAID WEST LINE, A DISTANCE OF 17.69 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY 532 (OSCEOLA, POLK LINE ROAD) HAVING A VARYING RIGHT OF WAY WIDTH, AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF OLD LAKE WILSON ROAD RECORDED IN MAP BOOK 1, PAGE 242, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°59'00" EAST, ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 64.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°59'00" EAST, ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 49.75 FEET; THENCE SOUTH 51°57'02" WEST, A DISTANCE OF 17.39 FEET; THENCE SOUTH 01°21'51" WEST, A DISTANCE OF 29.27 FEET; THENCE NORTH 88°38'09" WEST, A DISTANCE OF 21.76 FEET; THENCE NORTH 00°01'00" EAST, A DISTANCE OF 27.91 FEET; THENCE NORTH 49°39'11" WEST, A DISTANCE OF 17.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 1034 SQUARE FEET, MORE OR LESS.

SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROA	AD)	POLK COUNTY				
				BY	DATE	PREPARED BY:	DATA SOURCE:					
ADD PARTS TO PARCEL NUMBER	JCS	05/07/24	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 5				
REVISION	BY	DATE	CHECKED	JCS	08/16/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 5				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-702 PARTS A-B PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

# LEGAL DESCRIPTION

PART B

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11505, PAGE 1955, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE WEST 1/2 OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" BY 4" CONCRETE MONUMENT WITH A NAIL AND DISK STAMPED "PRM LB 2396", MARKING THE SOUTHWEST CORNER OF AZUR RESORT, AS RECORDED IN PLAT BOOK 184, PAGE 16, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 26, RANGE 27 EAST; THENCE NORTH 00°02'07" WEST, ALONG THE WEST LINE OF SAID AZUR RESORT AND WEST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1294.61 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD) HAVING A VARYING RIGHT OF WAY WIDTH, AS SHOWN ON SAID PLAT OF AZUR RESORT; THENCE SOUTH 89°58'43" EAST, ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 331.64 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 00°01'55" WEST, ALONG SAID WEST LINE, A DISTANCE OF 17.69 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY 532 (OSCEOLA, POLK LINE ROAD) HAVING A VARYING RIGHT OF WAY WIDTH, AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF OLD LAKE WILSON ROAD RECORDED IN MAP BOOK 1, PAGE 242, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°59'00" EAST, ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 125.67 FEET; THENCE NORTH 89°26'37" EAST, ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°59'00" EAST, ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 286.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'00" EAST, ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 101.01 FEET; THENCE SOUTH 48°53'02" WEST, A DISTANCE OF 37.45 FEET; THENCE SOUTH 00°03'45" WEST, A DISTANCE OF 11.37 FEET; THENCE NORTH 89°56'15" WEST, A DISTANCE OF 35.03 FEET; THENCE NORTH 00°03'45" EAST, A DISTANCE OF 4.74 FEET; THENCE NORTH 50°23'22" WEST, A DISTANCE OF 49.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 2198 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 & 4 FOR SKETCH OF DESCRIPTION SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY								
				BY	DATE	PREPARED BY:	DATA SOURCE:					
ADD PARTS TO PARCEL NUMBER	JCS	05/07/24	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 5				
REVISION	BY	DATE	CHECKED	JCS	08/16/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 2 OF 5				

C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-702 PARTS A-B EXISTING SOUTH R/W LINE C.R. 532 (OSCEOLA, POLK LINE RD.) PER POLK COUNTY R/W VARIES MAINTAINED R/W MAP OF OLD LAKE WILSON ROAD M.B. 1, PG. 242 **TOWNSHIP 25 SOUTH** 4 RANGE 27 EAST SHEET EXISTING SOUTH R/W LINE **SECTION 35** PER P.B. 184, PAGE 16 OSCEOLA COUNTY SEE **POLK COUNTY** 331.64'(F) 331.63'(P) S89°58'43"E LINE TABLE LINE BEARING **SECTION 2** DISTANCE N00°01'55"W 17.69'(F)(P) **TOWNSHIP 26 SOUTH** S89°59'00"E 125.67'(F) RANGE 27 EAST LANDS DESCRIBED IN O.R.B. 11505, PG. 1955 AZUR RESORT P.B. 184, PG. 16 W LINE OF P.B. 184, PAGE 16 1294.60'(P) AND W LINE OF THE (P) W 1/2 OF THE 1294.61'(F) 1294.93' N00°02'07"W (BEARING BASIS) 1/2 OF THE 1294.14'(F) 1294.6 N00°01'55"W Ε NW 1/4 OF THE NW 1/4 OF SECTION 2 W 1/2 OF THE E 1/2 OF THE NW 1/4 OF THE NW 1/4 SECTION 2 1/2 OF THE E 1/2 OF THE NW 1/4 OF THE NW 1/4 SECTION 2 P.O.C. W LINE OF THE SW COR P.B. 184, PG. 16 E 1/2 OF THE SW CORNER OF THE E 1/2 OF THE W 1/2 OF THE E 1/2 OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4 OF 50 100 NW 1/4 OF SECTION 2 SECTION 2 FND 4"X4" CM W/ NAIL & DISK Scale: 1" = 100'S89°56'25"W "PRM LB 2396" 713.14'(C) SEE SHEET 1 & 2 FOR LEGAL DESCRIPTION SEE SHEET 5 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) **POLK COUNTY** PREPARED BY: DATE ECHO UES, INC. SEE GENERAL NOTES, SHEET 5 ADD PARTS TO PARCEL NUMBER DRAWN TKB 01/17/23 05/07/24 CFX PROJECT# 538-235A REVISION SHEET 3 OF 5 DATE CHECKED BY JCS 08/16/23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT NO. 538-235A

PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-702 PARTS A-B C.R. 532 (OSCEOLA, POLK LINE RD.) R/W VARIES 3 50 0 100 EXISTING SOUTH R/W LINE TOWNSHIP 25 SOUTH SHE PER POLK COUNTY MAINTAINED R/W MAP Scale: 1" 100' **RANGE 27 EAST** OF OLD LAKE WILSON ROAD **SECTION 35** M.B. 1, PG. 242 SEI OSCEOLA COUNTY L6 L7 SUBJECT TO **POLK COUNTY** BLANKET UTILITY ∠P.O.B. **EASEMENT** SECTION 2 O.R.B. 8426, PART B TOWNSHIP 26 SOUTH P.O.B. SEE DETAIL "B" **PAGE 2288 RANGE 27 EAST** PART A SEE DETAIL "A" SUBJECT TO BLANKET  $\sim$ NOT PLATTED 1/2 OF 1/4, SECTION 1310.13'(C) UTILITY EASEMENT E 1/2 OF THE E 1/2 O.R.B. 5880, PAGE 2245 OF THE NW 1/4 LANDS DESCRIBED IN OF THE NW 1/4 16 W 1/2 OF THE W 1/2 O.R.B. 11505, PG. 1955 SECTION 2 OF THE NE 1/4 AZUR RESOR 1294.14'(F) 1294.60'(P) N00°01'55"W B. 184, PG. OF THE NW 1/4 LINE TABLE SECTION 2 LINE **BEARING** DISTANCE OF THE W THE NW L1 N00°01'55"W 17.69'(F)(P) DETAIL "B" L2 S89°59'00"E 125.67'(F) NTS L3 N89°26'37"E 100.00'(F) L8 0, 0, L4 S89°59'00"E 400.00'(C) 2198 SQUARE E 50' OF 1/4 OF 7 S00°01' L<sub>5</sub> S88°50'15"E 87.63'(C) P.O.B. S89°59'00"E L6 64.45'(C) 0 F THE PART B L7 S89°59'00"E 286.65'(C) L11 L8 S89°59'00"E 101.01'(C) 빌 OF /2 OF NW 2 L9 S48°53'02"W 37.45'(C) 出 L10 S00°03'45"W 11.37'(C) DETAIL NTS THE E 1/OF THE I "A" L11 N89°56'15"W 35.03'(C) 1034 SQUARE L12 N00°03'45"E 4.74'(C) FEET +/-L13 N50°23'22"W 49.02'(C) L14 L6 S89°59'00"E L14 49.75'(C) OF 1/4 (SE P.O.B. L15 S51°57'02"W 17.39'(C) PART A L16 S01°21'51"W 29.27'(C) L17 N88°38'09"W 21.76'(C) L17 L18 N00°01'00"E 27.91'(C) ≥ L19 N49°39'11"W 17.86'(C) S89°56'25"W 713.14'(C) W LINE OF THE E 1/2 OF THE E 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 2 & 2 FOR LEGAL DESCRIPTION SEE SHEET 1 SEE SHEET FOR GENERAL NOTES AND LEGEND 5 CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) **POLK COUNTY** DATE ECHO UES, INC. SEE GENERAL NOTES, SHEET 5 ADD PARTS TO PARCEL NUMBER DRAWN TKB 01/17/23 05/07/24 JCS CFX PROJECT# 538-235A SHEET 4 OF 5 REVISION BY DATE CHECKED JCS 08/16/23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-702 PARTS A-B

#### LEGEND:

AC (C)	=	ACRES CALCULATED DATA	P_ (P)	=	PROPERTY LINE PLAT DATA
C.B.	=	CHORD BEARING	P.B.		PLAT BOOK
C.D.	_	CHORD DISTANCE	PG.	=	PAGE
COR	=	CORNER	P.O.B.	=	POINT OF BEGINNING
C.R.	=	COUNTY ROAD	P.O.C.	=	POINT OF COMMENCEMENT
CM	-	CONCRETE MONUMENT	PSM	=	PROFESSIONAL SURVEYOR &
(D)	Grando Grando	DEED DATA	1 314	_	MAPPER
EXIST.	=	EXISTING	R	=	RADIUS
(F)	=	FIELD DATA	RD.	=	ROAD
FND	=	FOUND	R/W	=	RIGHT OF WAY
ID	=	IDENTIFICATION	SEC	_	SECTION
L	_	LENGTH	SRD	_	
LB	_	LICENSED BUSINESS	T.B.		STATE ROAD DEPARTMENT
M.B.		MAP BOOK		=	TANGENT BEARING
NAD83	=	NORTH AMERICAN	W/	=	WITH
IIADOS		DATUM OF 1983	Δ	=	DELTA
NTS	_		+/-	=	MORE OR LESS
	=	NOT TO SCALE			
O.R.B.	=	OFFICIAL RECORDS BOOK			

## **GENERAL NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS BEING NORTH 00°02'07" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-402 & 403, DATED JULY 25, 2022 AT 8:00 A.M., UPDATED MARCH 11, 2024 AT 8:00 A.M.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH FIFE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE OF PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NO LS BHEN

MICHAEL W. PATTERSON, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSE DE SURVEYOR

DATE: 5

SEE SHEET 1 & 2 FOR LEGAL DESCRIPTION SEE SHEET 3 & 4 FOR SKETCH OF DESCRIPTION

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				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNT									
ADD PARTS TO PARCEL NUMBER	JCS	05/07/24	1	BY	DATE	PREPARED BY: ECHO UES, INC.	DATA SOURCE:	OTF 2					
GENERAL NOTE 3	JCS	04/05/24	DRAWN	ТКВ	01/17/23	echo des, inc.	SEE GENERAL N	OIE 3					
REVISION	BY	DATE	CHECKED	JCS	08/16/23	CFX PROJECT# 538-235A	1	SHEET 5 OF 5					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-704

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

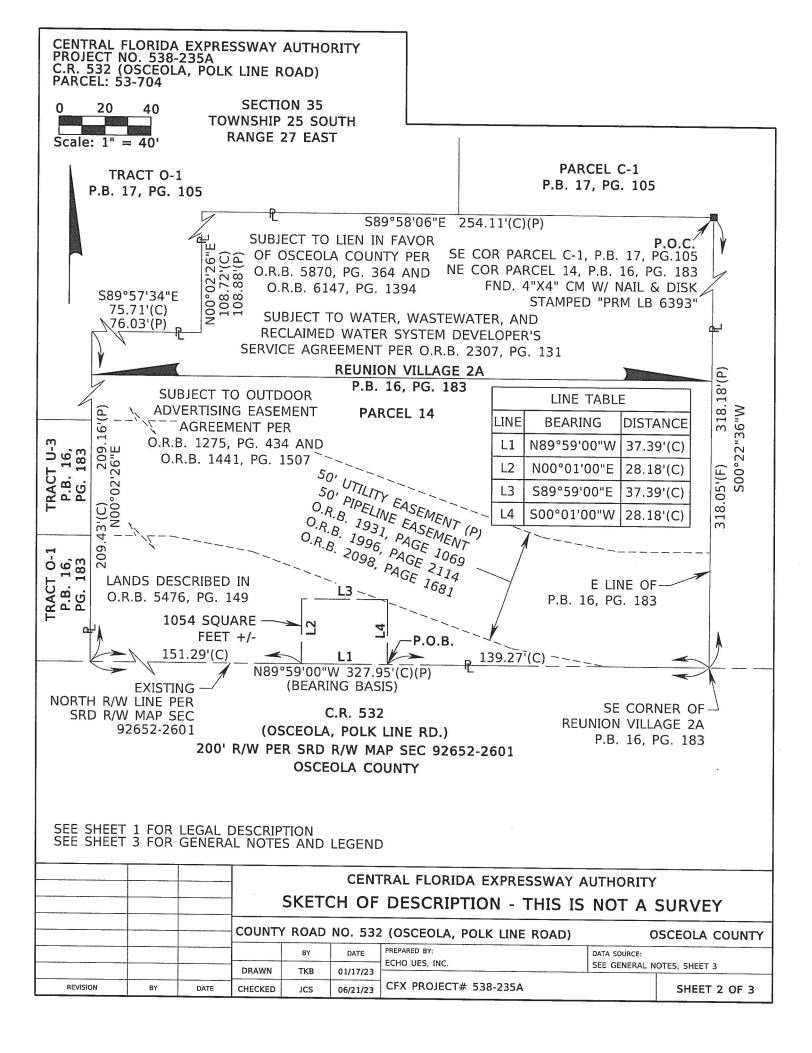
A PORTION OF PARCEL 14, REUNION VILLAGE 2A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 183, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5476, PAGE 149, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY **DESCRIBED AS FOLLOWS:** 

COMMENCE AT A 4" BY 4" CONCRETE MONUMENT WITH NAIL AND DISK STAMPED "PRM LB 6393" MARKING THE SOUTHEAST CORNER OF PARCEL C-1, TERRACES AT REUNION A REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 105, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL 14, REUNION VILLAGE 2A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 183, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 00°22'36" WEST ALONG THE EAST LINE OF SAID REUNION VILLAGE 2A, A DISTANCE OF 318.05 FEET TO THE SOUTHEAST CORNER OF SAID REUNION VILLAGE 2A AND A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD) A 200 FOOT RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE NORTH 89°59'00" WEST, ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 139.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°59'00" WEST, ALONG SAID EXISTING NORTH RIGHT OF WAY LINE. A DISTANCE OF 37.39 FEET; THENCE NORTH 00°01'00" EAST, A DISTANCE OF 28.18 FEET; THENCE SOUTH 89°59'00" EAST, A DISTANCE OF 37.39 FEET; THENCE SOUTH 00°01'00" WEST, A DISTANCE OF 28.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1054 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROAD)	0	SCEOLA COUNTY					
				BY	DATE	PREPARED BY:	DATA SOURCE:						
			DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 3					
REVISION	BY	DATE	CHECKED	JCS	05/18/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-704

### LEGEND:

AC (C) C.B. C.D.	= = =	ACRES CALCULATED DATA CHORD BEARING CHORD DISTANCE	<u>የ</u> (P) P.B. PG.	= = =	PROPERTY LINE PLAT DATA PLAT BOOK PAGE
COR C.R.	=	COUNTY BOAD	P.O.B. P.O.C.	=	POINT OF BEGINNING
C.K.	=	COUNTY ROAD CONCRETE MONUMENT	PRM	=	POINT OF COMMENCEMENT
(D)	_	DEED DATA	LIXIM	_	PERMANENT REFERENCE MONUMENT
EXIST.	=	EXISTING	PSM	=	PROFESSIONAL SURVEYOR &
(F)	=	FIELD DATA			MAPPER
FND	=	FOUND	R	=	RADIUS
ID	=	IDENTIFICATION	RD.	=	ROAD
L	=	LENGTH	R/W	=	RIGHT OF WAY
LB	=	LICENSED BUSINESS	SEC	=	SECTION
M.B.	=	MAP BOOK	SRD	=	STATE ROAD DEPARTMENT
NAD83	=	NORTH AMERICAN	T.B.	=	TANGENT BEARING
		DATUM OF 1983	W/	=	WITH
NTS	=	NOT TO SCALE	Δ	=	DELTA
O.R.B.	=	OFFICIAL RECORDS BOOK	+/-	=	MORE OR LESS

#### NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601, AS BEING NORTH 89°59'00" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR 2. RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-404, DATED JUNE 26, 2022 AT 8:00 A.M., UPDATED MARCH 13, 2023 AT 8:00 A.M. AND UPDATED MARCH 11, 2024 AT 8:00 A.M.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE, WITH THE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE COD S LS 8580 C PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE:

nun

MICHAEL W. PATTERSON, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR MANIMAN

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

				SKETO		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			COUNTY	ROAD	NO. 532	(OSCEOLA, POLK LINE ROAD)	(	OSCEOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
GENERAL NOTE 3	JCS	04/05/24	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL N	NOTE 3
REVISION	BY	DATE	CHECKED	JCS	06/21/23	CFX PROJECT# 538-235A		SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-705

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

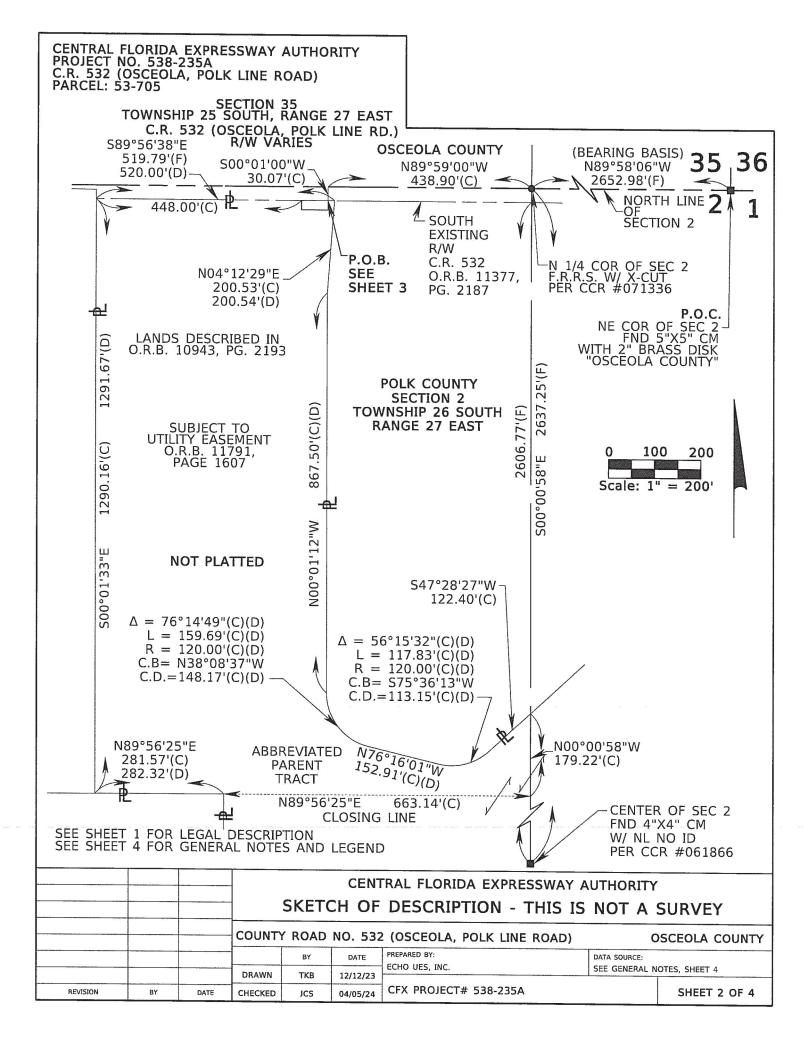
A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10943, PAGE 2193, LYING IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" X 5" CONCRETE MONUMENT WITH A 2" BRASS DISK STAMPED "OSCEOLA COUNTY", MARKING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST; THENCE NORTH 89°58'06" WEST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 2652.98 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 2; THENCE NORTH 89°59'00" WEST, ALONG SAID NORTH SECTION LINE, A DISTANCE OF 438.90 FEET; THENCE SOUTH 00°01'00" WEST, PERPENDICULAR TO SAID NORTH SECTION LINE, A DISTANCE OF 30.07 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532, AS DESCRIBED IN OFFICIAL RECORDS BOOK 11377, PAGE 2187, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 00°00'36" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°56'38" WEST, A DISTANCE OF 58.00 FEET; THENCE NORTH 00°00'36" WEST, A DISTANCE OF 20.00 FEET TO THE SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 89°56'38" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1160 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 & 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			COUNT	Y ROAE	NO. 53	2 (OSCEOLA, POLK LINE ROA	D) 0	SCEOLA COUNTY						
				BY	DATE	PREPARED BY:	DATA SOURCE:							
			DRAWN	ТКВ	12/12/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 4						
REVISION	ВУ	DATE	CHECKED	JCS	04/05/24	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 4						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-705 10 20 Scale: 1" = 20OSCEOLA COUNTY SECTION 35 TOWNSHIP 25 SOUTH, RANGE 27 EAST NORTH LINE N89°59'00"W OF SECTION 2 438.90'(C) TOWNSHIP 25 SOUTH SEE SHEET 2 TOWNSHIP 26 SOUTH C.R. 532 (OSCEOLA, POLK LINE RD.) R/W VARIES S00°01'00"W N 1/4 COR OF SEC 2 F.R.R.S. W/ X-CUT PER CCR #071336 30.07'(C) P.O.B. -S89°56'38"E <u>ь 5</u>19.79'(F) 520.00'(D) S00°00'36"E 20.00'(C) 20.00'(C) N00°00'36"W 448.00'(C) 58.00'(C) 13.79'(C) SOUTH EXISTING R/W LINE C.R. 532 1160 SOUARE O.R.B. 11377, PG. 2187 FEET +/-N89°56'38"W .25'(F) 58.00'(C) 2637. 2606.77'(F) S00°00'58"E N04°12'29"E 3'(C) 200.54'(D) LANDS DESCRIBED IN O.R.B. 10943, PG. 2193 **SECTION 2** TOWNSHIP 26 SOUTH **RANGE 27 EAST ABBREVIATED POLK COUNTY** SUBJECT TO UTILITY EASEMENT O.R.B. 11791, PAGE 1607 PARENT TRACT SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND SEE SHEET 2 CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY PREPARED BY DATA SOURCE: DATE ECHO UES, INC. SEE GENERAL NOTES, SHEET 4 DRAWN TKB 12/12/23 REVISION BY CFX PROJECT# 538-235A SHEET 3 OF 4 DATE CHECKED JCS 04/05/24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-705

#### LEGEND:

AC	=	ACRES			
(C)	=	CALCULATED DATA			
C.B.	=	CHORD BEARING	P	=	PROPERTY LINE
CCR	=	CERTIFIED CORNER RECORD	(P)	=	PLAT DATA
C.D.	=	CHORD DISTANCE	P.B.	=	PLAT BOOK
COR	=	CORNER	PG.	=	PAGE
C.R.	=	COUNTY ROAD	P.O.B.	=	POINT OF BEGINNING
CM	=	CONCRETE MONUMENT	P.O.C.	=	POINT OF COMMENCEMENT
(D)	=	DEED DATA	PRM	=	PERMANENT REFERENCE
EXIST.	=	EXISTING			MONUMENT
(F)	=	FIELD DATA	PSM	=	PROFESSIONAL SURVEYOR 8
F.R.R.S		FOUND RAILROAD SPIKE			MAPPER
FND	. =	FOUND	R	=	RADIUS
ID	=	IDENTIFICATION	RD.	=	ROAD
Ĺ	=	LENGTH	R/W	=	RIGHT OF WAY
ĽВ	=	LICENSED BUSINESS	SEC	=	SECTION
NAD83	=		SRD	=	STATE ROAD DEPARTMENT
NADOS	_	NORTH AMERICAN	T.B.	=	TANGENT BEARING
NTC	_	DATUM OF 1983	W/	=	WITH
NTS	=	NOT TO SCALE	Δ	=	DELTA
O.R.B.	=	OFFICIAL RECORDS BOOK	<del>-</del> /-	_	MORE OR LESS

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## **GENERAL NOTES:**

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST AS BEING NORTH 89°58'06" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-405, DATED JULY 26, 2022 AT 8:00 A.M., UPDATED MARCH 19, 2023 AT 8:00 A.M. AND UPDATED MARCH 11, 2024 AT 8:00 A.M.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE, WITHLITHE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES. S 6560

MICHAEL W. PATTERSON, PSM

Jum

DATE:

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MORE OR LESS

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

STATE OF PLOHIDA NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SUBVEYOR William Control

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 & 3 FOR SKETCH OF DESCRIPTION

				SKETO		TRAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			COUNT	ROAD	NO. 532	(OSCEOLA, POLK LINE ROAD)	C	SCEOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
			DRAWN	ТКВ	12/12/23	ECHO UES, INC.	SEE GENERAL N	IOTE 3
REVISION	BY	DATE	CHECKED	JCS	04/05/24	CFX PROJECT# 538-235A		SHEET 4 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-708

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

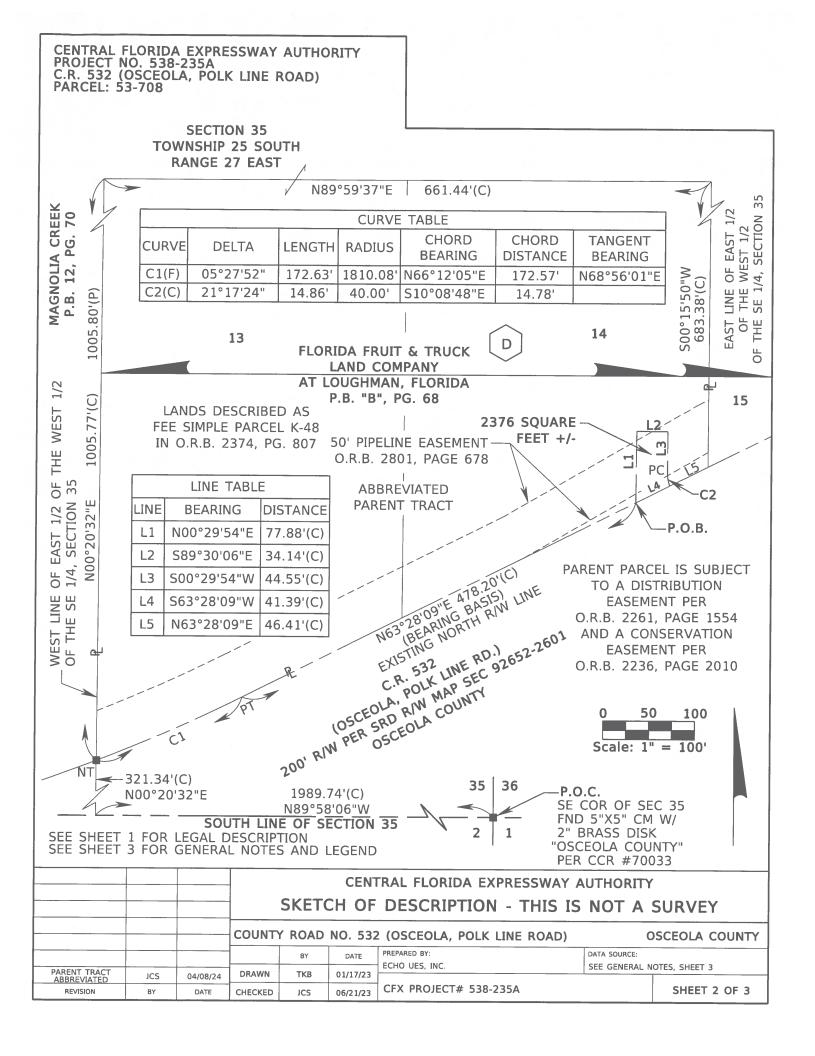
A PORTION OF LOT 14, BLOCK D, FLORIDA FRUIT & TRUCK LAND COMPANY AT LOUGHMAN, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 68, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST, ALSO BEING A PORTION OF THE LANDS DESCRIBED AS FEE SIMPLE PARCEL K-48 IN OFFICIAL RECORDS BOOK 2374, PAGE 807, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "OSCEOLA COUNTY", MARKING THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE NORTH 89°58'06" WEST, ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 1989.74 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE NORTH 00°20'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 321.34 FEET, TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601 AND A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1810.08 FEET AND A CENTRAL ANGLE OF 05°27'52" (CHORD BEARING = NORTH 66°12'05" EAST, CHORD DISTANCE = 172.57 FEET); THENCE, FROM A TANGENT BEARING OF NORTH 68°56'01" EAST, NORTHEASTERLY ALONG ARC OF SAID CURVE AND SAID EXISTING NORTH RIGHT OF WAY LINE A DISTANCE OF 172.63 FEET TO THE POINT OF TANGENCY; THENCE NORTH 63°28'09" EAST, ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 478.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°29'54" EAST, A DISTANCE OF 77.88 FEET; THENCE SOUTH 89°30'06" EAST, A DISTANCE OF 34.14 FEET; THENCE SOUTH 00°29'54" WEST, A DISTANCE OF 44.55 TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 21°17'24" (CHORD BEARING = SOUTH 10°08'48" EAST. CHORD DISTANCE = 14.78 FEET); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.86 FEET TO SAID EXISTING NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532; THENCE SOUTH 68°28'09" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 41.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 2376 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROAD)	0	SCEOLA COUNTY						
				BY	DATE	PREPARED BY:	DATA SOURCE:							
			DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 3						
REVISION	BY	DATE	CHECKED	JCS	06/21/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-708

#### LEGEND:

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF COUNTY 1. ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601, AS BEING NORTH 63°28'09" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE 2. FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- PARENT PARCEL IS SUBJECT TO A SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONSERVATION EASEMENT, PER O.R.B. 2236, PAGE 2010. PARENT PARCEL IS SUBJECT TO A PROGRESS ENERGY DISTRIBUTION EASEMENT, PER O.R.B. 2261, PAGE 1554.
- PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-408, DATED JUNE 26, 2022 AT 8:00 A.M., UPDATED MARCH 13, 2023 AT 8:00 A.M. AND UPDATED MARCH 11, 2024 AT 8:00 A.M.

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Surveyor States

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

DATE: 42224

DATE: 42224 Sink!

MICHAEL W. PATTERSON, PSM

AND MAPPER.

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY PREPARED BY DATA SOURCE: DATE ECHO UES, INC. SEE GENERAL NOTE 4 DRAWN TKB 01/17/23 **GENERAL NOTE 4** JCS 04/05/24 CFX PROJECT# 538-235A SHEET 3 OF 3 REVISION DATE CHECKED JCS 06/21/23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-709

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

## LEGAL DESCRIPTION

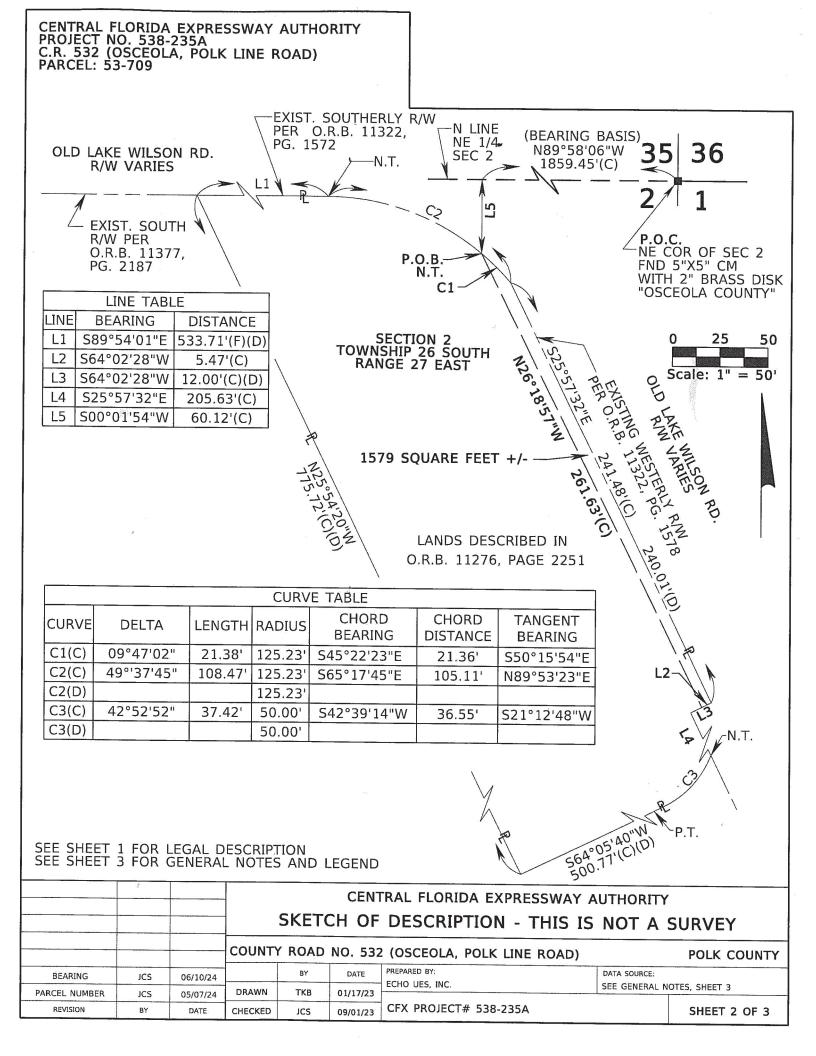
A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11276, PAGE 2251, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "OSCEOLA COUNTY", MARKING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST; THENCE NORTH 89°58'06" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 1859.45 FEET; THENCE SOUTH 00°01'54" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 60.12 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF OLD LAKE WILSON ROAD, A VARIED WIDTH RIGHT OF WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 11322, PAGE 1572, PUBLIC RECORDS OF POLK COUNTY, FLORIDA ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 125.23 FEET AND A CENTRAL ANGLE OF 09°47'02" (CHORD BEARING = SOUTH 45°22'23" EAST, CHORD DISTANCE = 21.36 FEET) AND THE POINT OF BEGINNING; THENCE FROM A TANGENT BEARING OF SOUTH 50°15'54" EAST, SOUTHEASTERLY ALONG SAID EXISTING RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 21.38 FEET TO THE EXISTING WESTERLY RIGHT OF WAY OF OLD LAKE WILSON ROAD, A VARIED WIDTH RIGHT OF WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 11322, PAGE 1578, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 25°57'32" EAST, ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 241.48 FEET; THENCE SOUTH 64°02'28" WEST, ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 5.47 FEET; THENCE NORTH 26°18'57" WEST, DEPARTING SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 261.63 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1579 SQUARE FEET, MORE OR LESS.

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

	2		5.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY									
BEARING	JCS	06/10/24		BY	DATE	PREPARED BY:	DATA SOURCE:						
PARCEL NUMBER	JCS	05/07/24	DRAWN	TKB	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 3					
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-709

#### LEGEND:

AC = ACRES (C) = CALCULATED DATA = CHORD BEARING C.B.

C.D. = CHORD DISTANCE COR = CORNER

C.R. = COUNTY ROAD

= CONCRETE MONUMENT CM

(D) = DEED DATA EXIST. = EXISTING = FIELD DATA (F) FND = FOUND

ID = IDENTIFICATION

= LENGTH L

LB = LICENSED BUSINESS

= MAP BOOK M.B.

NAD83 = NORTH AMERICAN

**DATUM OF 1983** N.T. = NON-TANGENT

NTS = NOT TO SCALE

O.R.B. = OFFICIAL RECORDS BOOK

PROPERTY LINE

(P) PLAT DATA P.B. = PLAT BOOK

PG. = PAGE

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT **PSM** = PROFESSIONAL SURVEYOR &

**MAPPER** 

P.T. = POINT OF TANGENCY

R = RADIUS RD. = ROAD

R/W = RIGHT OF WAY

SEC = SECTION

SRD = STATE ROAD DEPARTMENT

T.B. = TANGENT BEARING

W/ = WITH Δ = DELTA

= MORE OR LESS

TEMPORARY EASEMENT LINE

STATE OF FLORIDA.

### **GENERAL NOTES:**

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF 1. SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST AS BEING NORTH 89°58'06" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.

THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE 2. FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.

3. PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-409, DATED JULY 26, 2022 AT 8:00 A.M. AND FILE NUMBER 30361-53-409B DATED MARCH 19, 2023 AT 8:00 A.M., UPDATED MARCH 11, 2024 AT 8:00 A.M.

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

DATE:

MICHAEL W. PATTERSON, PSM

W

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

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

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

	,			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNTY	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY									
PARCEL NUMBER	JCS	05/07/24		BY	DATE	PREPARED BY:	DATA SOURCE:						
GENERAL NOTE 3	JCS	04/05/24	DRAWN	TKB	01/17/23	ECHO UES, INC.	SEE GENERAL N	OTE 3					
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A		SHEET 3 OF 3					

Number 32:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-711

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

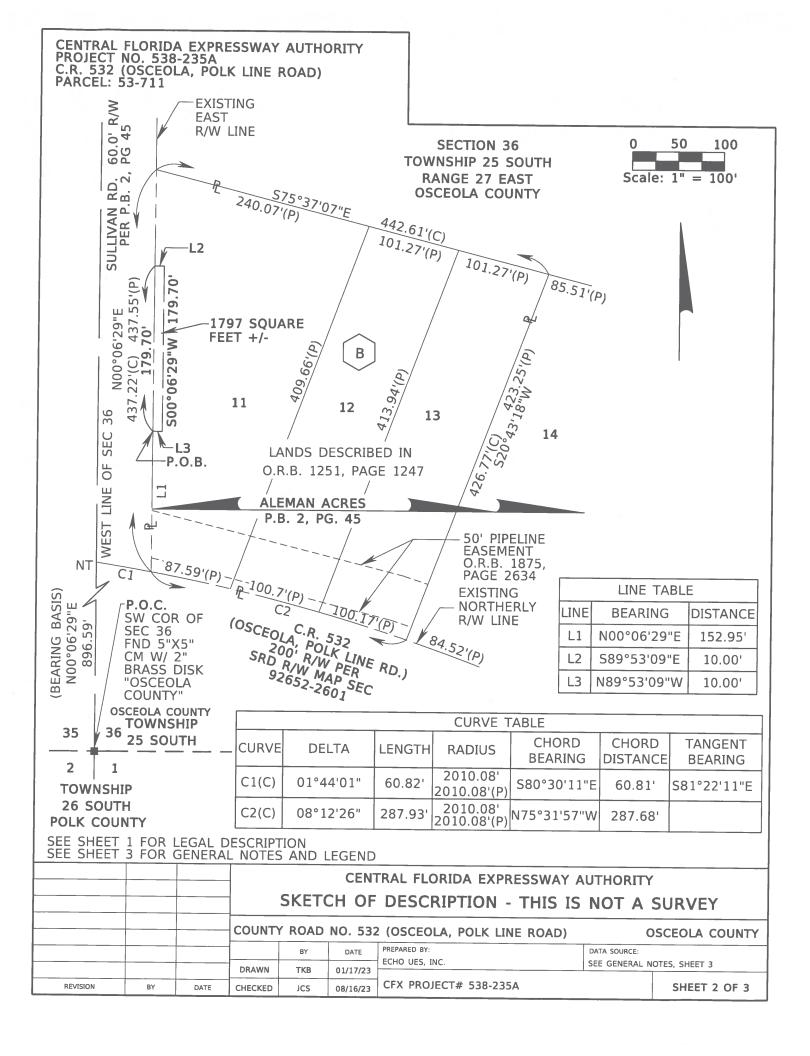
A PORTION OF LOT 11, BLOCK B, ALEMAN ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ALSO BEING DESCRIBED IN OFFICIAL RECORD BOOK 1251, PAGE 1247, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH A 2" BRASS DISK, STAMPED "OSCEOLA COUNTY", MARKING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE NORTH 00°06'29" EAST, A DISTANCE OF 896.59 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601 AND A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2010.08 FEET AND A CENTRAL ANGLE OF 01°44'01" (CHORD BEARING = SOUTH 80°30'11" EAST, CHORD DISTANCE = 60.81 FEET); THENCE FROM A TANGENT BEARING OF SOUTH 81°22'11" EAST, SOUTHEASTERLY ALONG SAID EXISTING NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE, A DISTANCE OF 60.82 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF SULLIVAN ROAD, A 60.0 FOOT RIGHT OF WAY AS SHOWN ON PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE NORTH 00°06'29" EAST, ALONG SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 152.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°06'29" EAST, ALONG SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 179.70 FEET; THENCE SOUTH 89°53'09" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°06'29" WEST, A DISTANCE OF 179.70 FEET; THENCE NORTH 89°53'09" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1797 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY										
				BY	DATE	PREPARED BY:	DATA SOURCE:							
			DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 3						
REVISION	BY	DATE	CHECKED	JCS	08/16/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-711

#### LEGEND:

AC	=	ACRES	O.R.B.		OFFICIAL RECORDS BOOK
(C)	=	CALCULATED DATA	P	=	PROPERTY LINE
C.B.	=	CHORD BEARING	(P)	=	PLAT DATA
C.D.	=	CHORD DISTANCE	P.B.	=	PLAT BOOK
COR	=	CORNER	PG.	=	PAGE
C.R.	=	COUNTY ROAD	P.O.B.	=	POINT OF BEGINNING
CM	=	CONCRETE MONUMENT	P.O.C.	=	POINT OF COMMENCEMENT
(D)	=	DEED DATA	PSM	=	PROFESSIONAL SURVEYOR &
EXIST.	=	EXISTING			MAPPER
(F)	=	FIELD DATA	R	=	RADIUS
FND	=	FOUND	RD.	=	ROAD
ID	=	IDENTIFICATION	R/W	=	RIGHT OF WAY
L	=	LENGTH	SEC	=	SECTION
LB	=	LICENSED BUSINESS	SRD	=	STATE ROAD DEPARTMENT
M.B.	=	MAP BOOK	T.B.	=	TANGENT BEARING
NAD83	=	NORTH AMERICAN	W/	=	WITH
		DATUM OF 1983	Δ	=	DELTA
NT	=	NON-TANGENT	+/-	=	MORE OR LESS
NTS	=	NOT TO SCALE		=	TEMPORARY EASEMENT LINE

#### **GENERAL NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST AS BEING NORTH 00°06'29" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-53-711 A & 53-711 B, DATED APRIL 27, 2023 AT 8:00 A.M., UPDATED MARCH 11, 2024 AT 8:00 A.M.

I HEREBY CERTIFY THAT THIS SKEICH OF DESCRIPTION IS IN ACCOUNTING STATING CODE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE

MICHAEL W. PATTERSON, PSM

my

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDATION AND MAPPER.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY PREPARED BY: DATA SOURCE: DATE ECHO UES, INC SEE GENERAL NOTE 3 DRAWN TKB 01/17/23 **GENERAL NOTE 3** 04/05/24 JCS CFX PROJECT# 538-235A REVISION SHEET 3 OF 3 BY DATE CHECKED ICS 08/16/23

Continues of the second

Number 32;

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-717 PARTS A-B

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

#### PART A

A PORTION OF TRACT L, SANDY RIDGE PHASE 1, AS RECORDED IN PLAT BOOK 124, PAGE 39, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6323, PAGE 338, SAID PUBLIC RECORDS LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH A 2 INCH BRASS DISK STAMPED, "OSCEOLA COUNTY", MARKING THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; THENCE NORTH 89°47'42" EAST, ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 2447.75 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601: THENCE NORTH 89°47'42" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, ALSO BEING THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 191.87 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE NORTH 89°47'42" EAST. ALONG SAID SOUTH RIGHT OF WAY LINE AND NORTH LINE OF SAID SECTION 1, A DISTANCE OF 80.00 FEET TO THE WEST LINE OF TRACT L, AS SHOWN ON THE PLAT OF SANDY RIDGE PHASE 1, AS RECORDED IN PLAT BOOK 124, PAGE 39, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 89°47'42" EAST, ALONG SAID NORTH SECTION LINE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 9.96 FEET TO THE EAST LINE OF SAID TRACT L; THENCE SOUTH 00°06'54" EAST. ALONG SAID EAST TRACT LINE, A DISTANCE OF 75.53 FEET; THENCE SOUTH 89°59'27" WEST, A DISTANCE OF 9.97 FEET TO SAID WEST LINE OF TRACT L: THENCE NORTH 00°06'40" WEST, ALONG SAID WEST TRACT LINE, A DISTANCE OF 75.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 752 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				SKET		TRAL FLORIDA EXPRESSWA DESCRIPTION - THIS		SURVEY				
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY								
				BY	DATE	PREPARED BY:	DATA SOURCE:	1				
ADD PARTS TO PARCEL NUMBER	JCS	05/07/24	DRAWN	ТКВ	01/17/23	23 ECHO UES, INC. SEE GENERAL NOTES, SHEE						
REVISION	ВУ	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 5				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD)
PARCEL: 53-717 PARTS A-B
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

#### PART B

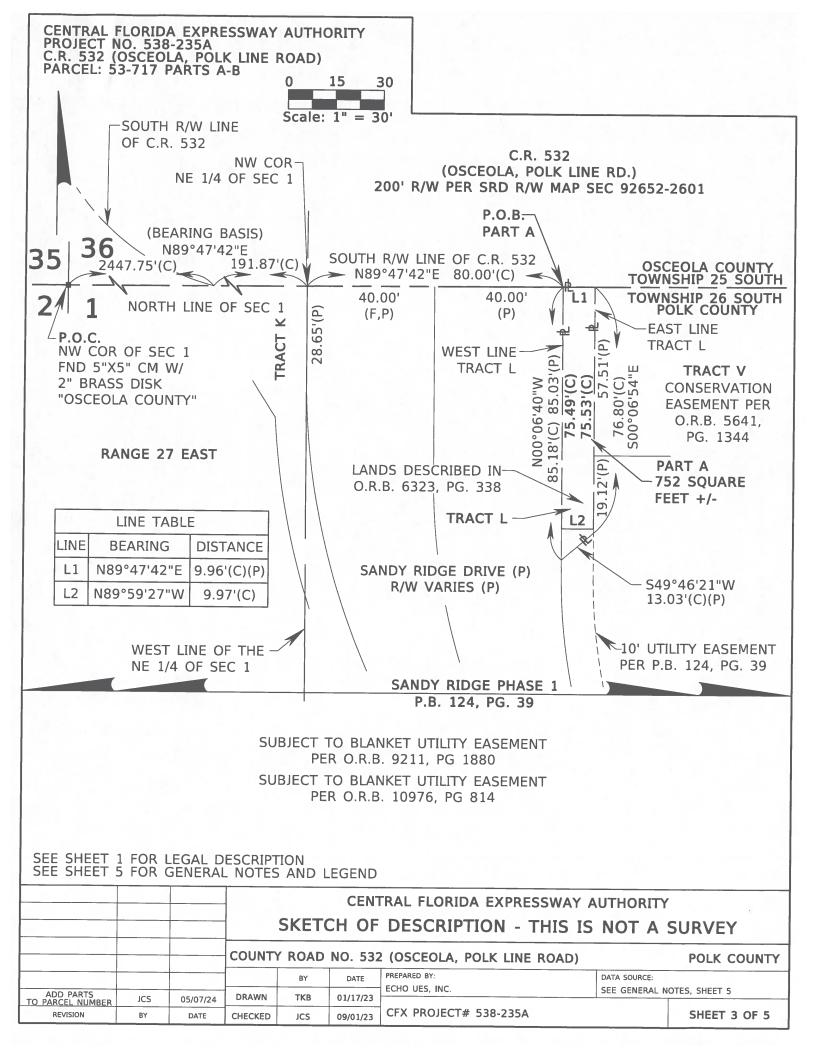
A PORTION OF TRACT V, SANDY RIDGE PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGE 39, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, ALSO BEING A PORTION OF PARCEL A AS DESCRIBED IN OFFICIAL RECORDS BOOK 5390, PAGE 914, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY **DESCRIBED AS FOLLOWS:** 

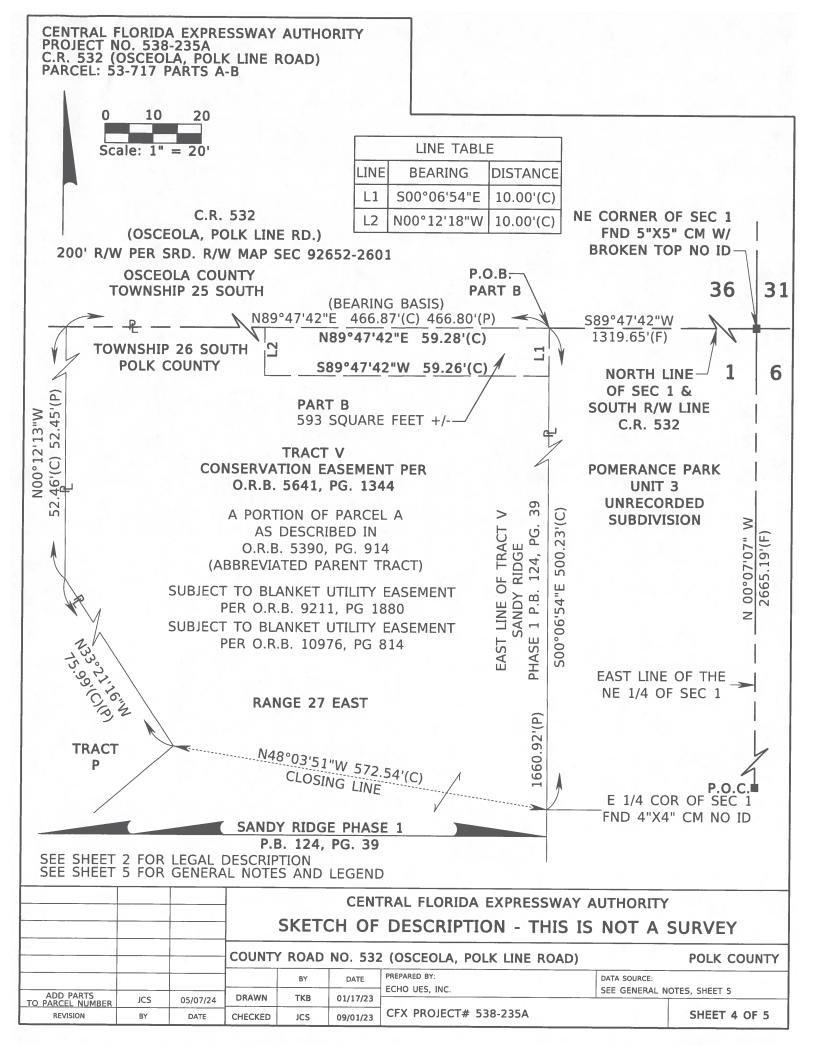
COMMENCE AT A 4" BY 4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST 1/4 CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; THENCE NORTH 00°07'07" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 2665.19 FEET TO A 5" BY 5" CONCRETE MONUMENT WITH BROKEN TOP AND NO IDENTIFICATION, BEING THE NORTHEAST CORNER OF SAID SECTION 1 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE SOUTH 89°47'42" WEST, ALONG SAID NORTH LINE OF SECTION 1 AND SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532, A DISTANCE OF 1319.65 FEET TO THE EAST LINE OF TRACT V, SANDY RIDGE PHASE 1, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 124, PAGE 39, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 00°06'54" EAST, ALONG SAID EAST LINE OF TRACT V, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°47'42" WEST, A DISTANCE OF 59.26 FEET; THENCE NORTH 00°12'18" WEST, A DISTANCE OF 10.00 FEET TO SAID NORTH SECTION LINE AND SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 89°47'42" EAST, ALONG SAID NORTH SECTION LINE AND SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 59.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 593 SQUARE FEET, MORE OR LESS.

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

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY									
				BY	DATE	PREPARED BY:	DATA SOURCE:						
ADD PARTS TO PARCEL NUMBER	JCS	05/07/24	DRAWN	ТКВ	01/17/23	ECHO UES, INC. SEE GENERAL NOTES, SHEET 5							
REVISION	BY	ĐATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 2 OF 5					





CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-717 PARTS A-B

#### LEGEND:

AC **ACRES** (C) = CALCULATED DATA C.B. =

**CHORD BEARING** C.D. = CHORD DISTANCE

COR = CORNER

C.R. \_ COUNTY ROAD

CM CONCRETE MONUMENT

(D) = DEED DATA **EXIST** = **EXISTING** FND **FOUND** 

IDENTIFICATION ID =

LENGTH

LICENSED BUSINESS LB

M.B. -MAP BOOK

NAD83 NORTH AMERICAN

DATUM OF 1983 NTS NOT TO SCALE

O.R.B. OFFICIAL RECORDS BOOK PROPERTY LINE

(P) = PLAT DATA P.B. PLAT BOOK

PG. **PAGE** 

P.O.B. =POINT OF BEGINNING

P.O.C. =POINT OF COMMENCEMENT PSM = PROFESSIONAL SURVEYOR &

MAPPER

R **RADIUS** RD. ROAD

R/W RIGHT OF WAY =

SEC = SECTION

SIRC = SET IRON ROD AND CAP SRD STATE ROAD DEPARTMENT

T.B. TANGENT BEARING

W/ WITH Δ DELTA =

+/-MORE OR LESS =

TEMPORARY EASEMENT LINE

STATE OF FLORIDA.

### NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 1, 1. TOWNSHIP 26 SOUTH, RANGE 27 EAST AS BEING NORTH 89°47'42" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30362-53-417A/717A, DATED AUGUST 16, 2023 AT 8:00 AM, UPDATED MARCH 31, 2024 AT 8:00 AM AND FILE NUMBER 30362-53-717B, DATED APRIL 20, 2023 AT 8:00 AM, UPDATED MARCH 25, 2024 AT 8:00AM.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE TO DESCRIPTION IS IN ACCORDA LS 6560

MICHAEL W. PATTERSON, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

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

DATE: 5 13

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY									
ADD PARTS TO PARCEL NUMBER	JCS	05/07/24	12	BY DATE PREPARED BY: DATA SOURCE:									
GENERAL NOTE 3	TKB	04/05/24	DRAWN	TKB	01/17/23	ECHO UES, INC. SEE GE		OTE 3					
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A		SHEET 5 OF 5					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-719

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

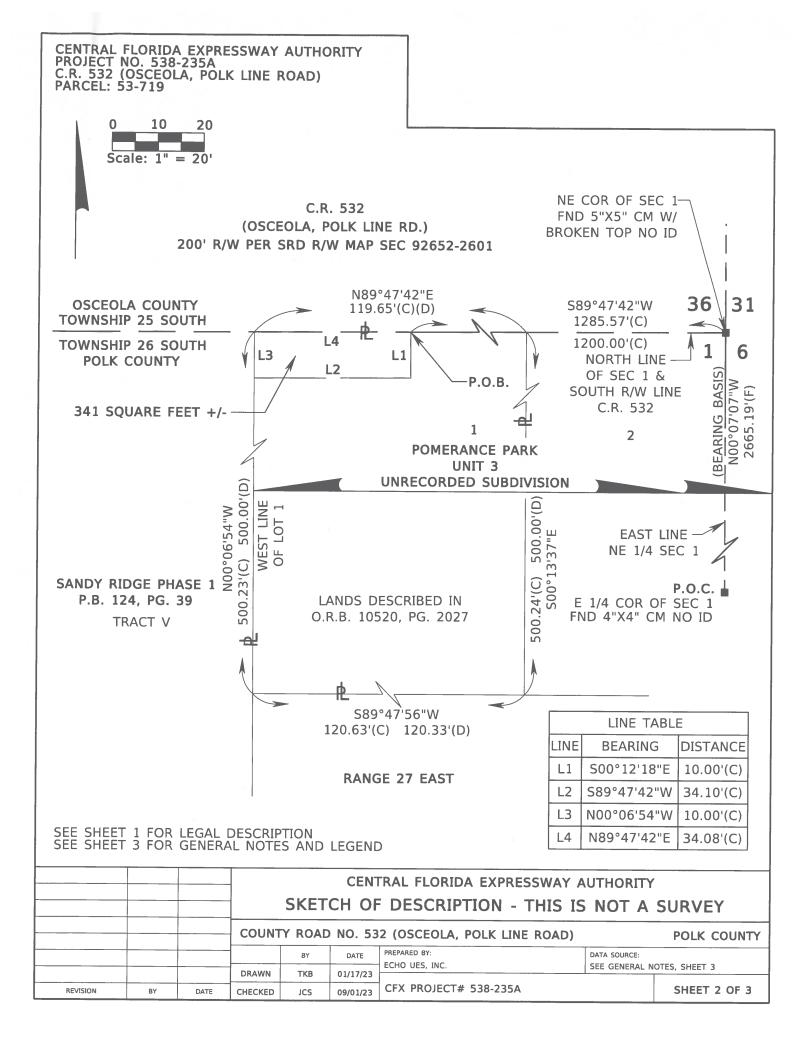
A PORTION OF LOT 1, POMERANCE PARK UNIT 3, AN UNRECORDED SUBDIVISION PLAT. LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10520, PAGE 2027, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS **FOLLOWS:** 

COMMENCE AT A 4" BY 4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST 1/4 CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST; THENCE NORTH 00°07'07" WEST, ALONG THE EAST LINE OF NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 2665.19 FEET, TO A 5" BY 5" CONCRETE MONUMENT WITH A BROKEN TOP AND NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 89°47'42" WEST, ALONG THE NORTH LINE OF SAID SECTION 1, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601, A DISTANCE OF 1285.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°12'18" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°47'42" WEST, A DISTANCE OF 34.10 FEET TO THE WEST LINE OF LOT 1, UNIT 3, POMERANCE PARK, AN UNRECORDED SUBDIVISION PLAT: THENCE NORTH 00°06'54" WEST, ALONG SAID WEST LOT LINE, A DISTANCE OF 10.00 FEET TO SAID NORTH LINE OF SECTION 1 AND SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 89°47'42" EAST, ALONG SAID NORTH LINE OF SECTION 1 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 341 SQUARE FEET, MORE OR LESS.

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

	CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY											
	BY	DATE	PREPARED BY:	DATA SOURCE:							
DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NOTES, SHEET 3							
CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-719

#### LEGEND:

AC	=	ACRES	P	=	PROPERTY LINE
(C)	=	CALCULATED DATA	(P)	=	PLAT DATA
Ċ.B.	=	CHORD BEARING	P.B.	=	PLAT BOOK
C.D.	=	CHORD DISTANCE	PG.	===	PAGE
COR	===	CORNER	P.O.B.	=	POINT OF BEGINNING
C.R.	=	COUNTY ROAD	P.O.C.	=	POINT OF COMMENCEMENT
CM	=	CONCRETE MONUMENT	PSM	===	PROFESSIONAL SURVEYOR &
(D)	=	DEED DATA			MAPPER
EXIST	=	EXISTING	R	=	RADIUS
FND	=	FOUND	RD.	=	ROAD
(F)	=	FIELD DATA	R/W	=	RIGHT OF WAY
ID	=	IDENTIFICATION	SEC	=	SECTION
L	=	LENGTH	SRD	===	STATE ROAD DEPARTMENT
LB	=	LICENSED BUSINESS	T.B.	=	TANGENT BEARING
M.B.	=	MAP BOOK	W/	=	WITH
NAD83	=	NORTH AMERICAN	Δ	=	DELTA
		DATUM OF 1983	+/-	_	MORE OR LESS
NTS	=	NOT TO SCALE		=	TEMPORARY EASEMENT LINE

#### **GENERAL NOTES:**

O.R.B.

- BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF NORTHEST 1/4 SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, LYING IN POLK COUNTY, FLORIDA, AS BEING NORTH 00°07'07" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR 2. RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30362-53-719, DATED APRIL 26, 2023 AT 8:00 A.M., UPDATED MARCH 11, 2024 AT 8:00 A.M.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE MICHAEL W. PATTERSON, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA ICENSED SURVEY AND MAPPER. VI. PAY PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

OFFICIAL RECORDS BOOK

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

			i	CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY										
				BY	DATE	PREPARED BY:	DATA SOURCE:						
GENERAL NOTE 3	JCS	04/18/24	DRAWN	TKB	01/17/23	ECHO UES, INC.	SEE GENERAL N	OIE 3					
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A		SHEET 3 OF 3					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-723

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

## LEGAL DESCRIPTION

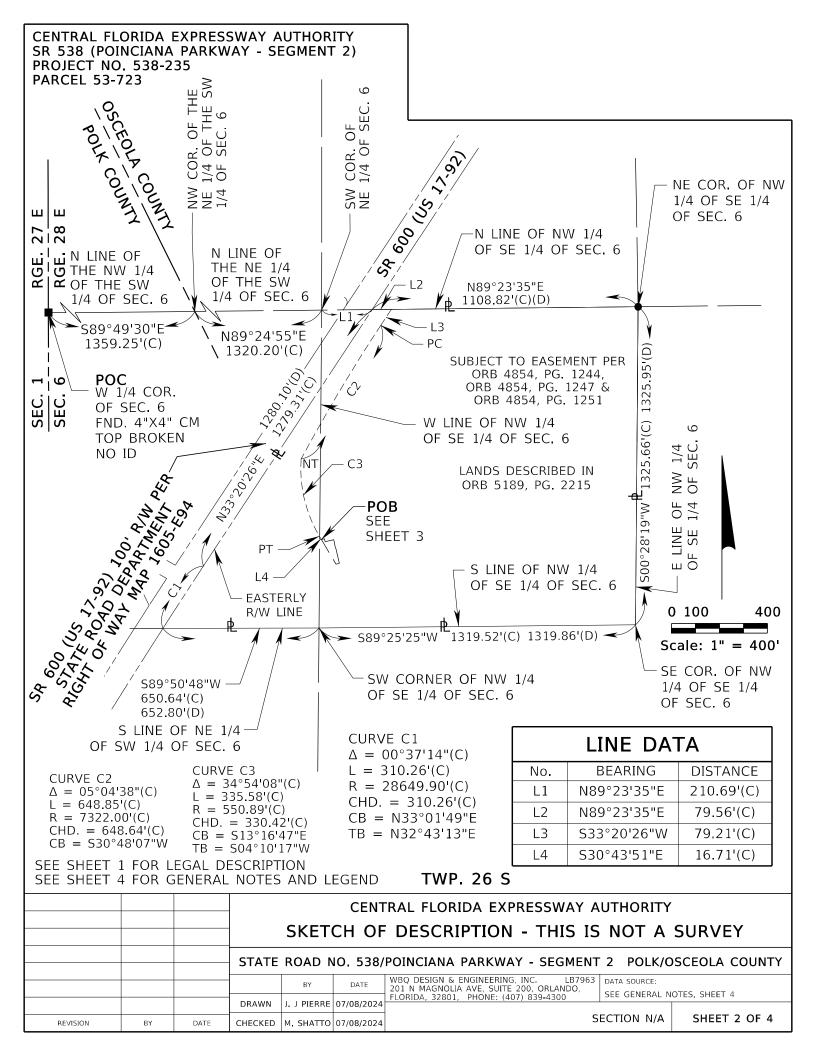
A PARCEL OF LAND LYING IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5189, PAGE 2215, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH BROKEN TOP AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6. SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE: THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°24'55" EAST, A DISTANCE OF 1320.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 210.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600. A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94; THENCE CONTINUE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 NORTH 89°23'35" EAST, A DISTANCE OF 79.56 FEET; THENCE SOUTH 33°20'26" WEST, A DISTANCE OF 79.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 7322,00 FEET, A CHORD BEARING OF SOUTH 30°48'07" WEST AND A CHORD DISTANCE OF 648,64 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°04'38", A DISTANCE OF 648.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 550.89 FEET, A CHORD BEARING OF SOUTH 13°16'47" EAST AND A CHORD DISTANCE OF 330.42 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 04°10'17" WEST, SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'08", A DISTANCE OF 335.58 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 30°43'51" EAST, A DISTANCE OF 16.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 77°26'37" EAST, A DISTANCE OF 13.48 FEET; THENCE SOUTH 12°33'23" EAST, A DISTANCE OF 12.10 FEET; THENCE NORTH 77°26'37" EAST, A DISTANCE OF 36.30 FEET; THENCE SOUTH 12°33'23" EAST, A DISTANCE OF 36.30 FEET; THENCE NORTH 77°26'37" EAST, A DISTANCE OF 1.43 FEET; THENCE SOUTH 12°33'23" EAST, A DISTANCE OF 64.80 FEET; THENCE SOUTH 77°26'37" WEST, A DISTANCE OF 14.05 FEET; THENCE NORTH 30°43'51" WEST, A DISTANCE OF 119.14 FEET TO THE POINT OF BEGINNING.

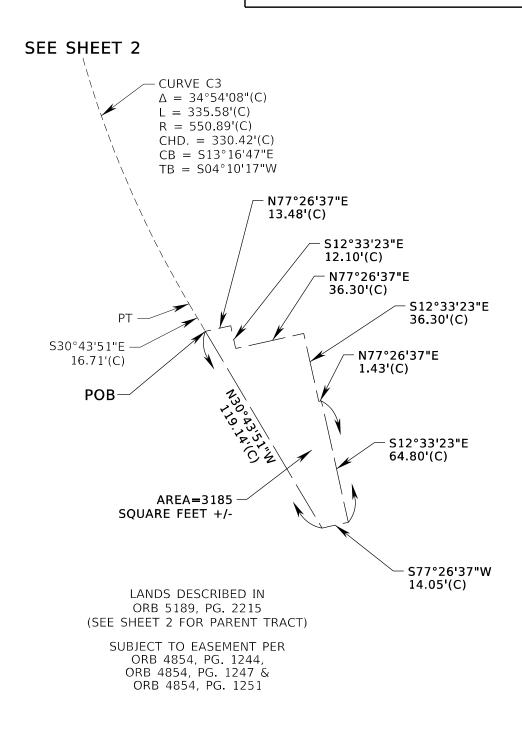
CONTAINING 3185 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

			_	CENTRAL FLORIDA EXPRESSWAY AUTHORITY										
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY						
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 4						
			DRAWN	J. J PIERRE	07/08/2024	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	OTES, SHEET 4						
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	07/08/2024	S	ECTION N/A	SHEET 1 OF 4						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-723** 



SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND SEC. 6, TWP. 26 S, RGE. 28 E

50

Scale: 1" = 50'

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET A
			DRAWN	J. J PIERRE	07/08/2024	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	01L3, 311LL1 4
REVISION	BY	DATE	CHECKED	M. SHATTO	07/08/2024	S	ECTION N/A	SHEET 3 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-723** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-121-122-123 DATED 10/30/2020 AT 8:00 A.M., UPDATED 03/07/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND  BLK = BLOCK CHD. = CHORD DISTANCE CB = CHORD BEARING Q = CENTERLINE (C) = CALCULATED DATA CCR = CERTIFIED CORNER RECORD CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY CO. = COUNTY CM = CONCRETE MONUMENT COR. = CORNER CR = COUNTY ROAD CSX = CHESSIE SEABOARD CONSOLIDATED D = DEGREE (D) = DEED DATA DB = DEED BOOK DR. = DRIVE Δ = DELTA (CENTRAL ANGLE) FND. = FOUND ELY = EASTERLY (F) = FIELD FDOT = FLORIDA DEPARTMENT OF	FT. ID IP IR IRC L LB L/A MON. N/A NELY NL NLY N&D NT NTS NWLY OR ORB PG. PLS P(P)	= NUMBER = NOT APPLICABLE = NORTHEASTERLY = NAIL = NORTHERLY = NAIL & DISK = NON-TANGENT = NOT TO SCALE  ' = NORTHWESTERLY = OFFICIAL RECORD = OFFICIAL RECORD BOOK = PAGE = PROFESSIONAL LAND SURVEYOR = PROPERTY LINE	PT PROJ. R RD. RR RGE. REF. SLY SELY ST. T TB TC TWP.	= PROJECT = RADIUS = ROAD = RAILROAD = RANGE = REFERENCE = RIGHT OF WAY = SECTION = SOUTHERLY = SOUTHEASTERLY = STATE ROAD = STREET = TANGENT = TANGENT BEARING = TANGENT TO CURVE = TOWNSHIP
1 ' '				

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

Martin J Shatto Digitally signed by Ividi (III J 3) Jacks Date: 2024.07.26 07:54:42 -04'00' Digitally signed by Martin J Shatto

MARTIN J. SHATTO. PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 7/08/2024.

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

		1	1									
			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
			DRAWN	J. J PIERRE	07/08/2024	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	OVE				
REVISION	BY	DATE	CHECKED	M. SHATTO	07/08/2024	S	ECTION N/A	SHEET 4 OF 4				

ORIVINGE Land SUN Villered Land

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-760

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

ESTATE: EASEMENT

# LEGAL DESCRIPTION

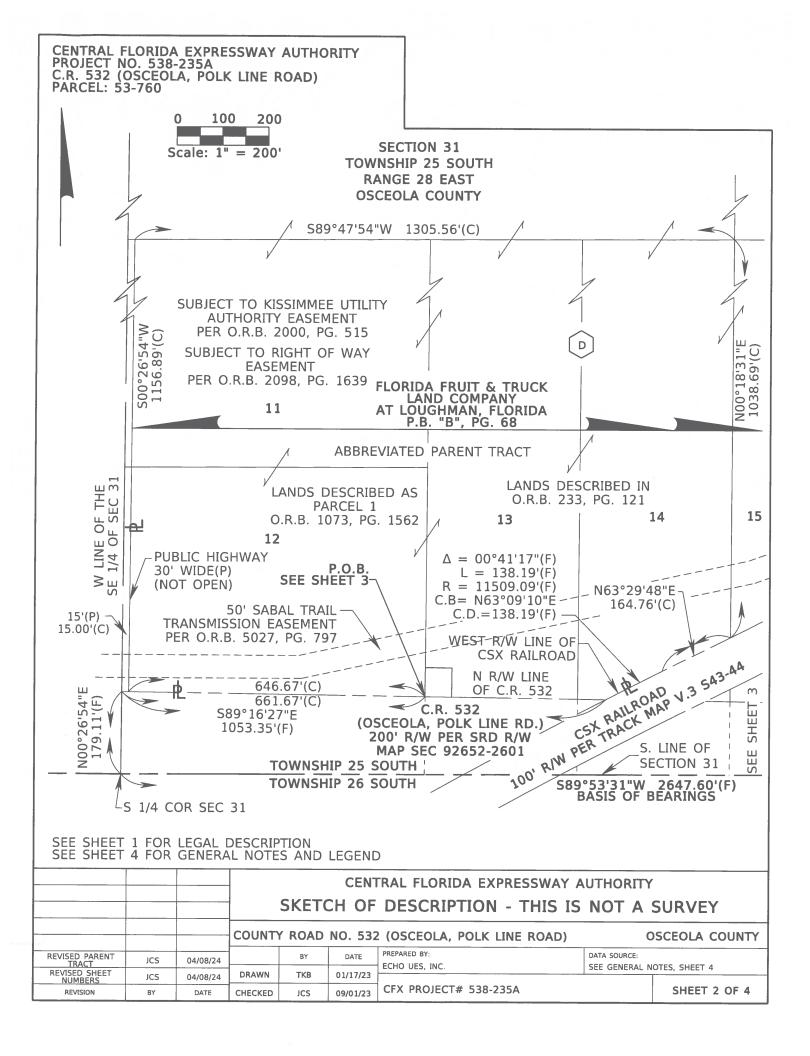
A PORTION OF LAND IN LOT 13, BLOCK D, FLORIDA FRUIT & TRUCK LAND COMPANY AT LOUGHMAN, FLORIDA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 68, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ALSO DESCRIBED IN OFFICIAL RECORDS BOOK 233, PAGE 121, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. LYING IN SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

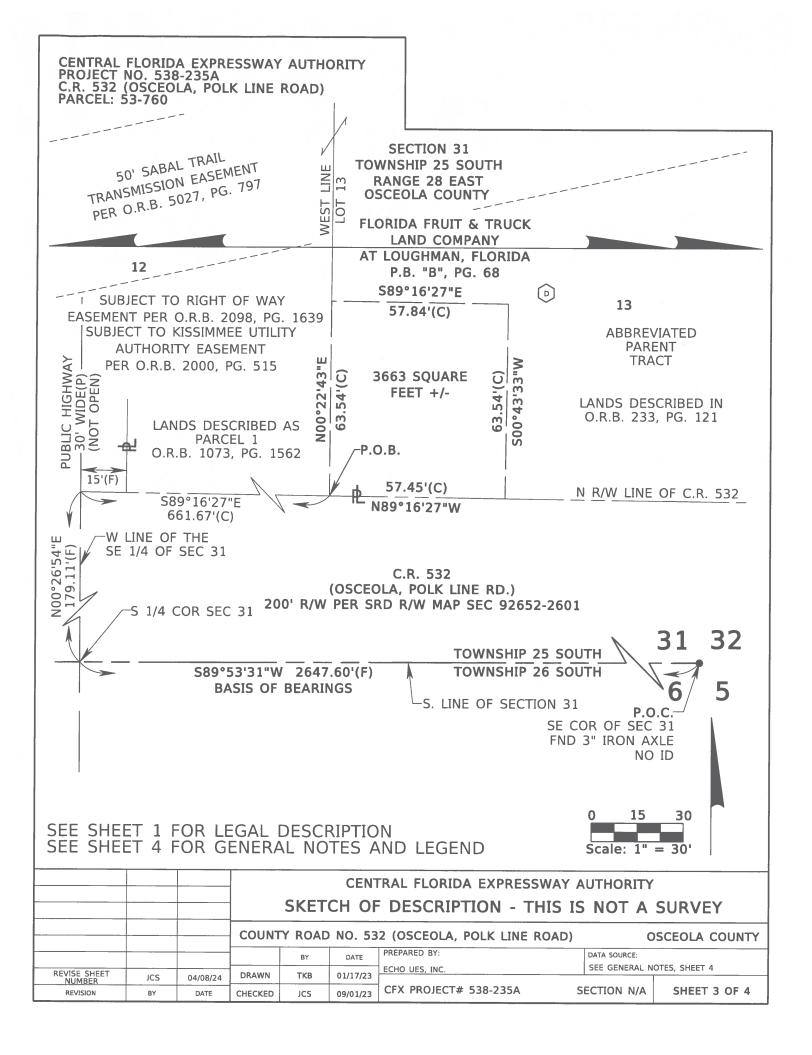
COMMENCE AT A 3" IRON AXLE WITH NO IDENTIFICATION, MARKING THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°53'31" WEST, ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 2647.60 FEET TO THE SOUTH 1/4 CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE NORTH 00°26'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 179.11 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532, A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE SOUTH 89°16'27" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 661.67 FEET, TO THE WEST LINE OF LOT 13, BLOCK D. FLORIDA FRUIT & TRUCK LAND COMPANY OF LOUGHMAN, FLORIDA, AS RECORDED IN PLAT BOOK "B", PAGE 68, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING: THENCE NORTH 00°22'43" EAST, ALONG SAID WEST LINE OF LOT 13, A DISTANCE OF 63.54 FEET; THENCE SOUTH 89°16'27" EAST, A DISTANCE OF 57.84 FEET; THENCE SOUTH 00°43'33" WEST, A DISTANCE OF 63.54 FEET TO AFORESAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89°16'27" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 57.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 3663 SQUARE FEET, MORE OR LESS.

SEE SHEET 2-3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROAD	)) 0	SCEOLA COUNTY				
				BY	DATE	PREPARED BY:	DATA SOURCE:					
REVISED SHEET NUMBERS	JCS	04/08/24	DRAWN	TKB	01/17/23	ECHO UES, INC.	SEE GENERAL NO	JIES, SHEET 4				
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 4				





CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-760

#### LEGEND:

AC (C) C.B. C.D. COR C.R. CM (D) EXIST. (F) FND ID IRC L LB M.B. NAD83		ACRES CALCULATED DATA CHORD BEARING CHORD DISTANCE CORNER COUNTY ROAD CONCRETE MONUMENT DEED DATA EXISTING FIELD DATA FOUND IDENTIFICATION IRON ROD & CAP LENGTH LICENSED BUSINESS MAP BOOK NORTH AMERICAN DATUM OF 1983	O.R.B. P. (P) P.B. PG. P.O.B. P.O.C. PSM R RD. R/W SEC SRD T.B W/ Δ +/-	= OFFICIAL RECORDS BOOK = PROPERTY LINE = PLAT DATA = PLAT BOOK = PAGE = POINT OF BEGINNING = POINT OF COMMENCEMENT = PROFESSIONAL SURVEYOR & MAPPER = RADIUS = ROAD = RIGHT OF WAY = SECTION = STATE ROAD DEPARTMENT = TANGENT BEARING = WITH = DELTA = MORE OR LESS = TEMPORARY EASEMENT LINE
NTS	=	NOT TO SCALE		= TEMPORARY EASEMENT LINE

#### **GENERAL NOTES:**

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST AS BEING SOUTH 89°53'31" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-460, DATED JULY 28, 2022 AT 8:00 A.M., UPDATED MARCH 13, 2023 AT 8:00 A.M. AND UPDATED MARCH 11, 2024 AT 8:00 A.M.

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

DATE: 4 22 2024

MICHAEL W. PATTERSON, PSM

STATE OF

STATE OF NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2-3 FOR SKETCH OF DESCRIPTION

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROA	D) C	SCEOLA COUNTY				
GENERAL NOTE 3	JCS	04/08/24		BY	DATE	PREPARED BY:	DATA SOURCE:					
REVISED SHEET NUMBER	JCS	04/08/24	DRAWN	ТКВ	1/17/23	ECHO UES, INC.	SEE GENERAL N	OTE 3				
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 4 OF 4				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-762

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1323.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°35'04" EAST, A DISTANCE OF 854.38 FEET; THENCE NORTH 89°18'49" EAST, A DISTANCE OF 103.30 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6559, PAGE 1801; THENCE ALONG THE SOUTH LINE OF SAID LANDS NORTH 89°18'49" EAST, A DISTANCE OF 146.86 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF OF 28713.01 FEET, A CHORD BEARING OF NORTH 31°36'19" EAST AND A CHORD DISTANCE OF 120.09 FEET; THENCE FROM A TANGENT BEARING OF NORTH 31°29'08" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°14'23", A DISTANCE OF 120.09 FEET TO THE END OF SAID CURVE; THENCE NORTH 31°24'46" EAST, A DISTANCE OF 46.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 58°35'14" WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 31°24'46" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 58°35'14" EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 31°36'19" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 480 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKFT		TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS		
			STATE			POINCIANA PARKWAY - SEGMENT		
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 4
LINE TO CURVE	M. SHATTO	07/29/2024	DRAWN	J. J PIERRE	07/10/2023			0.123, 3.11221
REVISION	BY	DATE	CHECKED	м. ѕнатто	07/10/2023	S	ECTION N/A	SHEET 1 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 **PARCEL 53-762** SE 1/4 OF THE SW 1/4 OF SEC.6 N LINE OF THE LANDS -DESCRIBED IN ORB PIPELINE ESMT. 6559, PG. 1801 ORB 9654, PG. 850 N89°50'48"E 299.12'(C) AREA=480 PEF EASEMENT SQ. FT. +/-ORB 7856, PG. 1492 ITEM NO. 231 N00°41'11"W 213.77'(C) N31°24'46"E 46.20'(C) **POB** LANDS DESCRIBED IN ORB 6559, PG. 1801 3/6/  $\Delta = 00^{\circ}14'23''(C)$ L = 120.09'(C)R = 28713.01(C)CHD = 120.09'(C) $CB = N31^{\circ}36'19"E$ 25 50 SW COR. OF THE LANDS DESCRIBED IN ORB Scale: 1" = 50" $\Delta = 00^{\circ}29'54''(C)$ = 250.00'(C) = 250'(D) 6559, PG. 1801 R = 28749.90'(C)N89°18'49"E CHD. = 250.00'(C) CB = S31°45'13"W TB = S32°00'09"W 103.30'(C) N89°18'49"E 146.86'(Ć S89°18'49"W 165.00'(C) 165'(D) S LINE OF THE LANDS  $TB = N31^{\circ}29'08"E$ DESCRIBED IN ORB 6559, PG, 1801 38'( LINE DATA 854. **BEARING DISTANCE** No. N00°35'04" L1 N58°35'14"W 8.00'(C) L2 N31°24'46"E 60.00'(C) L3 S58°35'14"E 8.00'(C) L4 S31°24'46"W 60.00'(C) SEE SHEET 3 SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 26 S, RGE. 28 E SEE SHEET 4 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB7' 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 DRAWN J. J PIERRE 07/10/2023 LINE TO CURVE 07/29/2024 M. SHATTO SECTION N/A SHEET 2 OF 4

REVISION

BY

DATE

CHECKED

M. SHATTO 07/10/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 **PARCEL 53-762** SEE SHEET 2 W LINE OF THE SE 1/4 OF THE SW 1/4 OF THE SEC. 6 N00°35'04"E 854,38'(C) SE 1/4, SW 1/4, SEC.6 POC SW CORNER OF SECTION 6 25 50 FND. 3" ANGLE IRON NO ID Scale: 1" = 50'1 6 N89°39'30"E 1323.96'(C) 12 S LINE OF THE SW 1/4 OF SEC. 6 RGE. SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND TWP. 26 S CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 4 DRAWN J. J PIERRE 07/10/2023 SECTION N/A SHEET 3 OF 4 REVISION BY DATE CHECKED M. SHATTO 07/10/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-762** 

#### **GENERAL NOTES**

- 1.THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2.THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST OUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3.PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-262 DATED 03/18/2021 AT 8:00 A.M., UPDATED 03/19/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8: A.M.

#### LEGEND

ı					
l	CHD. = CHORD DISTANCE	ID	= IDENTIFICATION	PB	= PLAT BOOK
I	CB = CHORD BEARING	ΙP	= IRON PIPE	PC	= POINT OF CURVATURE
I	Q = CENTERLINE	IR	= IRON ROD OR REBAR	ΡΙ	= POINT OF INTERSECTION
I	(C) = CALCULATED DATA	IRC	= IRON ROD AND CAP	POB	= POINT OF BEGINNING
I	CCR = CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	POC	= POINT OF COMMENCEMENT
I	CFX = CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	P.O.T.	= POINT ON TANGENT
I	AUTHORITY	L/A	= LIMITED ACCESS	PT	= POINT OF TANGENCY
I	CO. = COUNTY	MON.	= MONUMENTATION/MONUMENT	PROJ.	= PROJECT
l	COR. = CORNER	NO.	= NUMBER	R	= RADIUS
I	CM = CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RR	= RAILROAD
l	CR = COUNTY ROAD	NL	= NAIL	RGE.	= RANGE
l	CSX = CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	REF.	= REFERENCE
I	D = DEGREE	NT	= NON-TANGENT	R/W	= RIGHT OF WAY
l	(D) = DEED DATA	NTS	= NOT TO SCALE	SEC.	= SECTION
I	DB = DEED BOOK	OR	= OFFICIAL RECORD	SR	= STATE ROAD
l	DR. = DRIVE	ORB	= OFFICIAL RECORD BOOK	SQ. F	T.= SQUARE FEET
I	ESMT.= EASEMENT	PEF	= PROGRESS ENERGY FLORIDA	T	= TANGENT
I	$\Delta$ = DELTA (CENTRAL ANGLE)	PG.	= PAGE	TB	= TANGENT BEARING
l	FND. = FOUND	PLS	= PROFESSIONAL LAND SURVEYOR	TC	= TANGENT TO CURVE
١	(F) = FIELD DATA	PL	= PROPERTY LINE	TWP.	= TOWNSHIP
l	FDOT = FLORIDA DEPARTMENT OF	(P)	= PLAT DATA	UE	= UTILITY EASEMENT
١	TRANSPORTATION				
1	I LIEDEDY CEDTICY THAT THIC CYCTCH OF	DECCI	DIDTION IC IN ACCORDANCE WITH	TUE C	TANDADDC OF DDACTICE AC

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

# Martin J Shatto

Digitally signed by Martin J Shatto Date: 2024.07.30 13:06:34 -04'00'

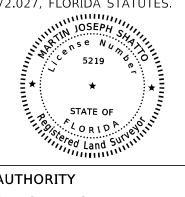
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 7/30/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTIONS



MARTIN JOSEPH SHI

			_	CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY				
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	Γ2 POLK/C	SCEOLA COUNTY				
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
UPDATE TITLE	MJS	4/03/2024	DRAWN	J. J PIERRE	07/10/2023	FLORIDA, 32801, PHONE: (407) 839-4300		JVL				
REVISION	BY	DATE	CHECKED	M. SHATTO	07/10/2023	S	SECTION N/A	SHEET 4 OF 4				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-766

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

#### LEGAL DESCRIPTION

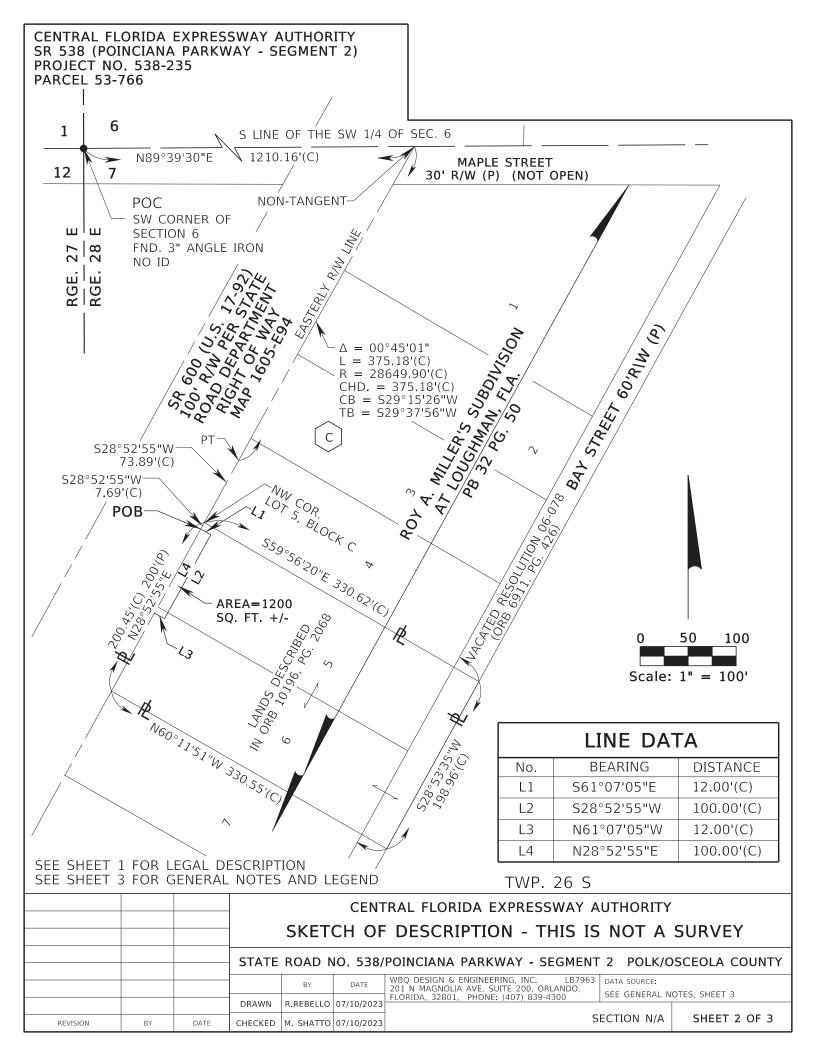
A PORTION OF LOTS 5 AND 6, BLOCK C, OF ROY A. MILLER'S SUBDIVISION AT LOUGHMAN, FLA., AS RECORDED IN PLAT BOOK 32, PAGE 50, PUBLIC RECORDS OF POLK COUNTY, FLORIDA LYING IN SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10196, PAGE 2068 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600 (U.S. 17-92), A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF SOUTH 29°15'26" WEST, AND A CHORD DISTANCE OF 375.18 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 29°37'56" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°45'01", A DISTANCE OF 375.18 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: THENCE SOUTH 28°52'55" WEST, A DISTANCE OF 73.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 28°52'55" WEST, A DISTANCE OF 7.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 61°07'05" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 28°52'55" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 61°07'05" WEST, A DISTANCE OF 12.00 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE: THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°52'55" EAST. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1200 SQUARE FEET, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/O	SCEOLA COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
			DRAWN	R.REBELLO	07/10/2023		SEE GENERAL N	OTES, SHEET S
REVISION	BY	DATE	CHECKED	м. SHATTO	07/10/2023	S	ECTION N/A	SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-766** 

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°39'30" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 3. PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-53-266 DATED 06/13/2021 AT 8:00 A.M., UPDATED 03/19/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

CHD.	=	CHORD DISTANCE	ID	= IDENTIFICATION	PC	=	POINT OF CURVATURE
СВ	=	CHORD BEARING	ΙP	= IRON PIPE	ΡΙ	=	POINT OF INTERSECTION
Q.	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	=	POINT OF BEGINNING
(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	=	POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T.	=	POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	PT	=	POINT OF TANGENCY
		AUTHORITY	L/A	= LIMITED ACCESS	PROJ.	=	PROJECT
CO.	=	COUNTY	MON.	= MONUMENTATION/MONUMENT	R	=	RADIUS
COR.	=	CORNER	NO.	= NUMBER	RR	=	RAILROAD
CM	=	CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RGE.		RANGE
CR	=	COUNTY ROAD	NL	= NAIL	REF.		REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	R/W		RIGHT OF WAY
D	=	DEGREE	NT	= NON-TANGENT	SEC.		SECTION
(D)	=	DEED DATA	NTS		SQ.FT.	=	SQUARE FEET
DB	=	DEED BOOK	OR	= OFFICIAL RECORD	SR	=	STATE ROAD
DR.	=	DRIVE	ORB	= OFFICIAL RECORD BOOK	Т	=	TANGENT
ESMT.	=	EASEMENT	PG.	= PAGE	ТВ	=	TANGENT BEARING
Δ	=	DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR	TC	=	TANGENT TO CURVE
FND.	=	FOUND	P	= PROPERTY LINE	TWP.	=	TOWNSHIP
(F)	=	FIELD DATA	(P)	= PLAT DATA	UE	=	UTILITY EASEMENT
F.P.	=	FINANCIAL PROJECT	PB	= PLAT BOOK			
FDOT	=	FLORIDA DEPARTMENT OF					
		TRANSPORTATION					

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

JOSEPH SHALL

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# Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 09:38:55 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 SEE SHEET 2						Land Survivi
					CENT	TRAL FLORIDA EXPRESSWAY AUTHORITY
				SKET	CH OF	DESCRIPTION - THIS IS NOT A SURVEY
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, ELORIDA 23001, PHONE (AG2) 320 4200 SEE NOTE 3 ABOVE
UPDATE TITLE	MJS	4/03/2024	DRAWN	R.REBELLO	07/10/2023	FLUNIDA, 32001, FRONE. (407) 639-4300
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	07/10/2023	SECTION N/A SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-770

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

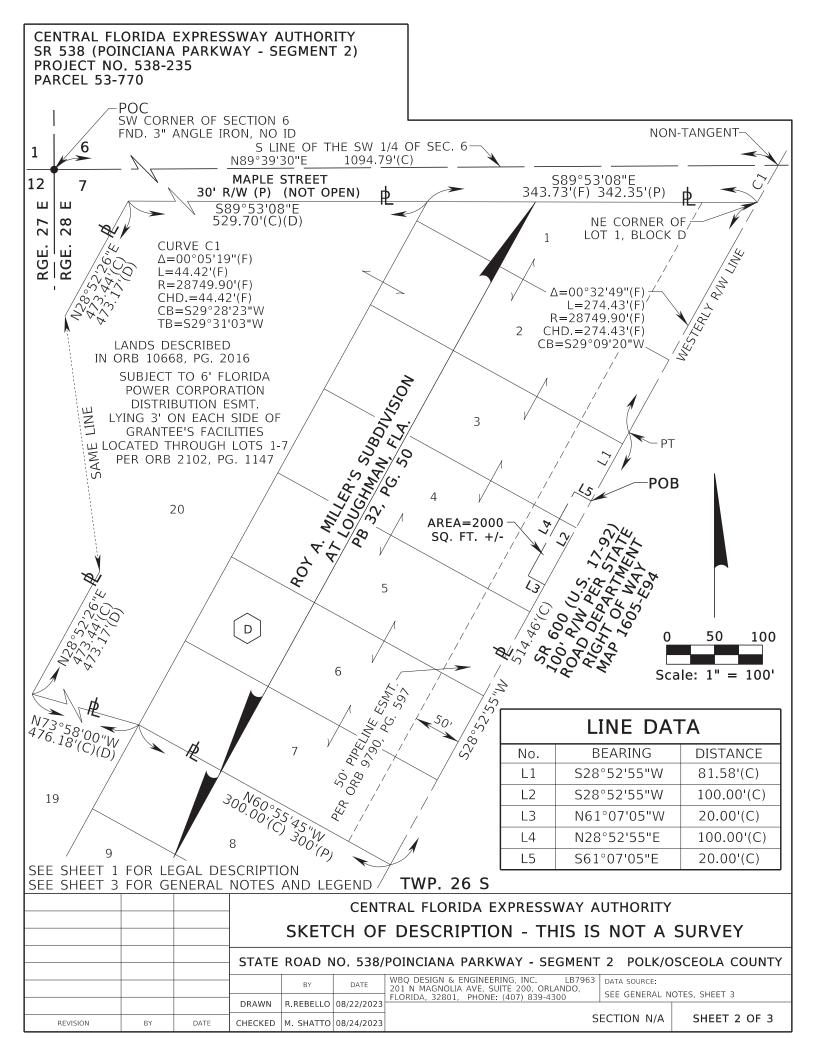
A PORTION OF LOTS 3 AND 4, BLOCK D, ROY A. MILLER'S SUBDIVISION AT LOUGHMAN, FLA., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 50 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA LYING IN SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10668, PAGE 2016, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1094.79 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 29°28'23" WEST AND A CHORD DISTANCE OF 44.42 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 29°31'03" WEST, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°05'19", A DISTANCE OF 44.42 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK D, ROY A. MILLER'S SUBDIVISION AT LOUGHMAN. FLA., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 50 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 29°09'20" WEST AND A CHORD DISTANCE OF 274.43 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°32'49", A DISTANCE OF 274.43 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 28°52'55" WEST, A DISTANCE OF 81.58 FEET TO THE POINT BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 28°52'55" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 61°07'05" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 28°52'55" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 61°07'05" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2000 SQUARE FEET, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3
			DRAWN	R.REBELLO	08/22/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE SEIVERVIE IV	0123, 311221 3
REVISION	BY	DATE	CHECKED	M. SHATTO	08/24/2023	S	ECTION N/A	SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) **PROJECT NO. 538-235 PARCEL 53-770** 

# **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 89°39'30" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-53-270 DATED 07/13/2021 AT 8:00 A.M., REVISED 7/13/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

#### **LEGEND**

	CHD.	=	CHORD DISTANCE	ID	= IDENTIFICATION	PC	=	POINT OF CURVATURE
	СВ	=	CHORD BEARING	ΙP	= IRON PIPE	ΡΙ	=	POINT OF INTERSECTION
	Q.	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	=	POINT OF BEGINNING
	(C)	=	CALCULATED DATA		= IRON ROD AND CAP	POC	=	POINT OF COMMENCEMENT
-	CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T.	=	POINT ON TANGENT
-	CFX	=	CENTRAL FLORIDA EXPRESSWAY		= LICENSED BUSINESS	PT	=	POINT OF TANGENCY
-			AUTHORITY		= LIMITED ACCESS	PROJ.	=	PROJECT
-	CO.	=	COUNTY		= MONUMENTATION/MONUMENT	R	=	RADIUS
-	COR.	=	CORNER	NO.	= NUMBER	RR	=	RAILROAD
-	CM	=	CONCRETE MONUMENT	N/A	= NOT APPLICABLE	RGE.	=	RANGE
-	CR	=	COUNTY ROAD	NL	= NAIL	REF.	=	REFERENCE
-	CSX	=	CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	R/W	=	RIGHT OF WAY
-	D	=	DEGREE	NT	= NON-TANGENT	SEC.	=	SECTION
-	(D)	=	DEED DATA	NTS	= NOT TO SCALE	SQ.FT.	=	SQUARE FEET
-	DB	=	DEED BOOK	OR	= OFFICIAL RECORD	SR	=	STATE ROAD
-	DR.	=	DRIVE	ORB	= OFFICIAL RECORD BOOK	Т	=	TANGENT
-	ESMT.	=	EASEMENT	PG.	= PAGE	ТВ	=	TANGENT BEARING
-	Δ	=	DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR	TC	=	TANGENT TO CURVE
-	FND.	=	FOUND		= PROPERTY LINE	TWP.	=	TOWNSHIP
	(F)	=	FIELD DATA		= PLAT DATA	UE	=	UTILITY EASEMENT
	F.P.	=	FINANCIAL PROJECT		= PLAT BOOK			
-	FDOT	=	FLORIDA DEPARTMENT OF					
			TRANSPORTATION					
-		D = D\/	CERTIEV THAT THE CHETCH OF	D = 6.61	DIDTION IS IN ASSOCIATION AND			

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

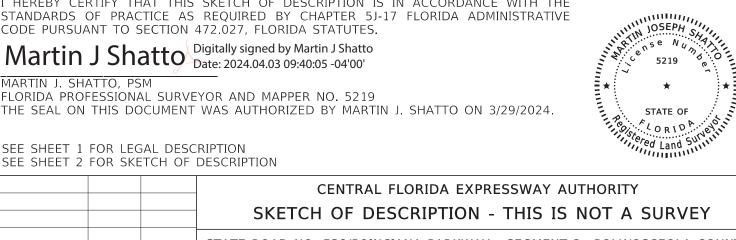
Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 09:40:05 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION



STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE NOTE 3 ABOVE

DRAWN R.REBELLO 08/22/2023 UPDATE TITLE 4/03/2024 REVISION BY DATE CHECKED M. SHATTO 08/24/2023

SECTION N/A SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-784 PARTS A-B PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

# LEGAL DESCRIPTION

PART A

A PORTION OF LOT 14, POMERANCE PARK UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 54, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4650, PAGE 2080, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH A BRASS DISK, STAMPED "OSCEOLA COUNTY T25S / R27E 1964 FLORIDA J", MARKING THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE SOUTH 00°41'53" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2444.67 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE SOUTH 89°16'27" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 107.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°25'09" EAST, A DISTANCE OF 69.39 FEET; THENCE SOUTH 89°34'51" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°16'27" WEST, A DISTANCE OF 69.66 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89°16'27" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3476 SQUARE FEET, MORE OR LESS.

SEE SHEET 3-5 FOR SKETCH OF DESCRIPTION SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

				SKET		TRAL FLORIDA EXPRESSWA DESCRIPTION - THIS		SURVEY
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROA	AD) O	SCEOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
ADD PARTS TO PARCEL NUMBER	JCS	05/07/24	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 6
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A
C.R. 532 (OSCEOLA, POLK LINE ROAD)
PARCEL: 53-784 PARTS A-B
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

# **LEGAL DESCRIPTION**

PART B

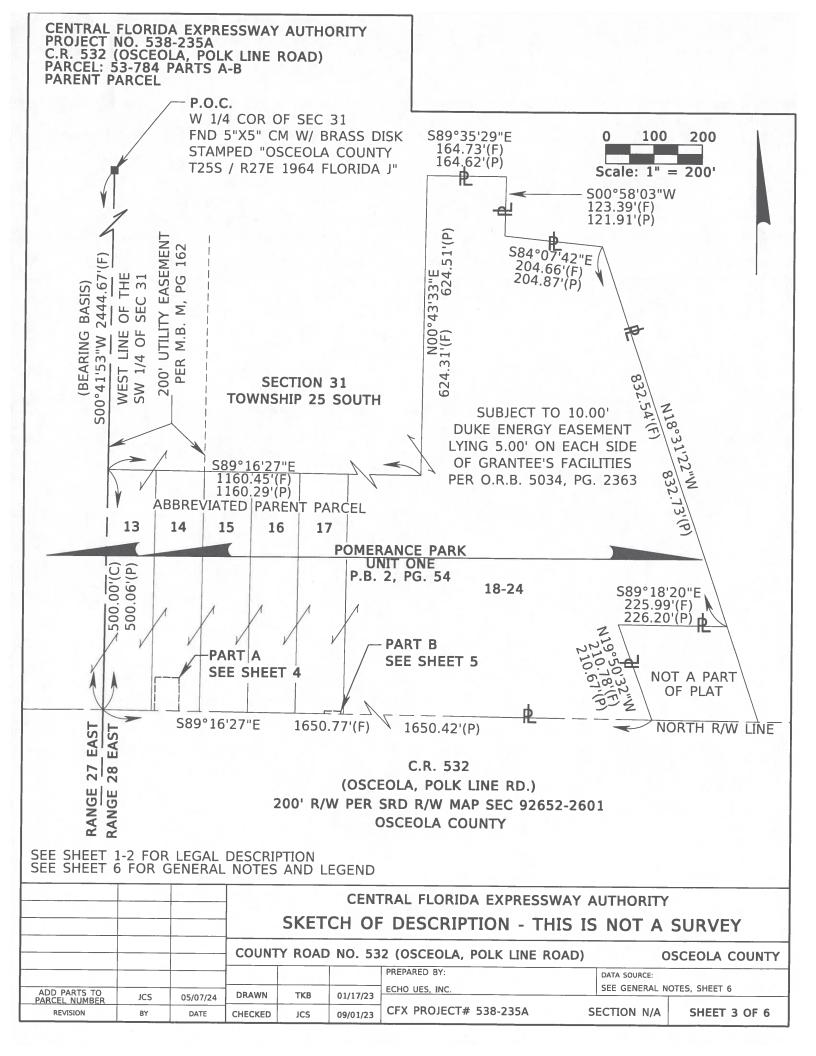
A PORTION OF LOT 17, POMERANCE PARK, UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 54, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4645, PAGE 938, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

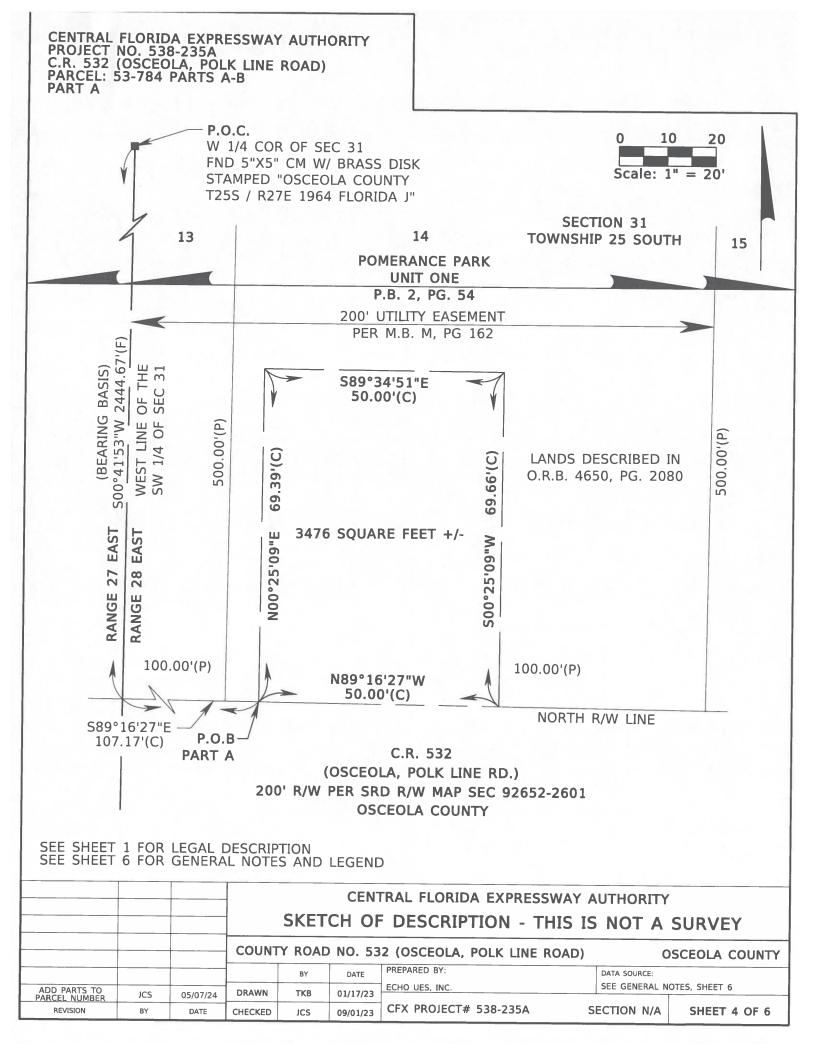
COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH A BRASS DISK, STAMPED "OSCEOLA COUNTY T25S / R27E 1964 FLORIDA J", MARKING THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE SOUTH 00°41'53" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2444.67 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE SOUTH 89°16'27" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 460.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°43'33" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 89°16'27" EAST, A DISTANCE OF 33.86 FEET; THENCE SOUTH 00°43'33" WEST, A DISTANCE OF 6.00 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89°16'27" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 33.86 FEET TO THE POINT OF BEGINNING.

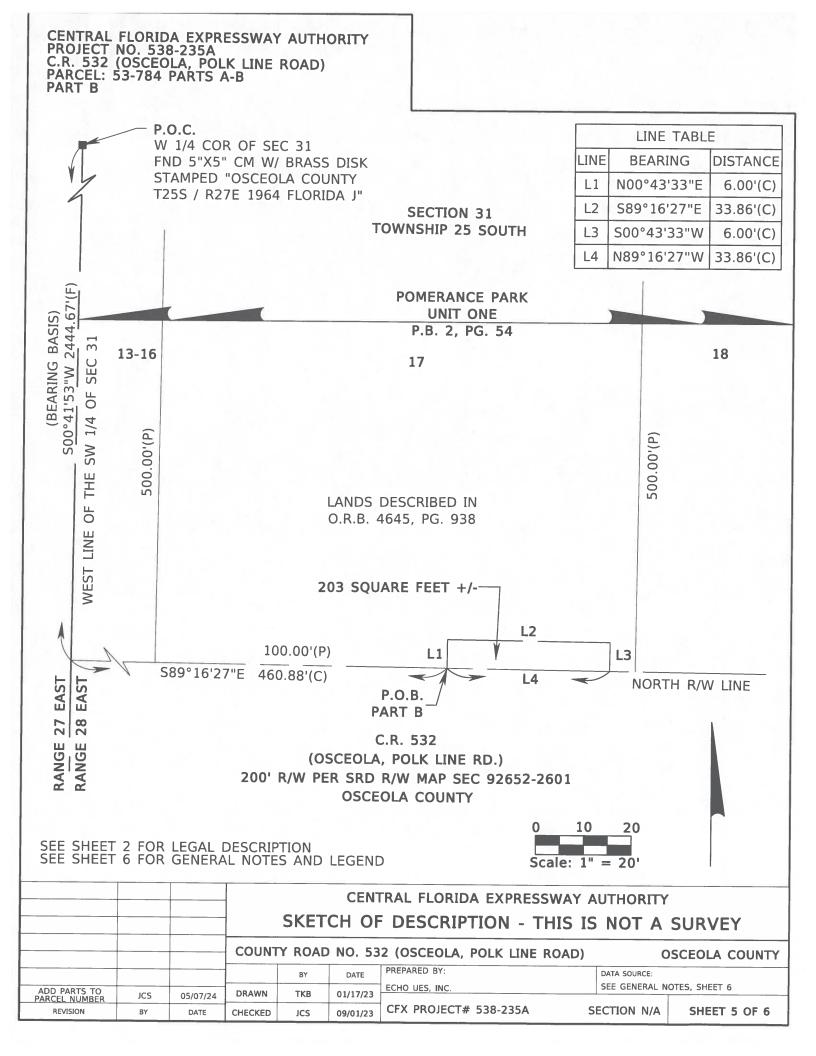
CONTAINING 203 SQUARE FEET, MORE OR LESS.

SEE SHEET 3-5 FOR SKETCH OF DESCRIPTION SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

				SKET		TRAL FLORIDA EXPRESSW DESCRIPTION - THI		
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE RO	AD) O	SCEOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
ADD PARTS TO PARCEL NUMBER	JCS	05/07/24	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 6
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 2 OF 6







CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-784 PARTS A-B

#### LEGEND:

AC	=	ACRES	M.B.	=	MISCELLANEOUS BOOK
COR	==	CORNER	N&D	=	NAIL & DISK
CM	=	<b>CONCRETE MONUMENT</b>	O.R.B.	_	OFFICIAL RECORDS BOOK
EXIST	=	EXISTING	PG.	_	PAGE
(F)	=	FIELD	P.O.B.	=	POINT OF BEGINNING
FND	=	FOUND	P.O.C.	=	POINT OF COMMENCEMENT
ID	=	IDENTIFICATION	R/W	=	RIGHT OF WAY
LB	=	LICENSED BUSINESS	W/	=	WITH
NAD83	=	NORTH AMERICAN	SEC	=	SECTION
		DATUM OF 1983	S.R.	=	STATE ROAD
P	=	PROPERTY LINE	C.R.	=	COUNTY ROAD
(P)	=	PLAT DATA	SRD	=	STATE ROAD DEPARTMENT
(C)	=	CALCULATED DATA	RD.	=	ROAD
+/-	=	MORE OR LESS	P.B.	=	PLAT BOOK
COR	=	CORNER	SQ.FT	=	SQUARE FEET

#### **GENERAL NOTES:**

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST AS BEING SOUTH 00°41'53" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-53-179/184, DATED NOVEMBER 30, 2020 AT 8:00 A.M., UPDATED MARCH 13, 2023 AT 8:00 A.M. AND UPDATED MARCH 11, 2024 AT 8:00 A.M.

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

MICHAEL W. PATTERSON, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSET SCRUEYOR AND MAPPER.

STATE OF

FLORDA.

SEE SHEET 1-2 FOR LEGAL DESCRIPTION SEE SHEET 3-5 FOR SKETCH OF DESCRIPTION

				SKET		TRAL FLORIDA EXPRESSWA DESCRIPTION - THIS		SURVEY	
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROAI	D) 0	SCEOLA COUNTY	
ADD PARTS TO PARCEL NUMBER	JCS	05/07/24				PREPARED BY:	DATA SOURCE:		
GENERAL NOTE 3	JCS	04/05/23	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTE 3	
REVISION	BY	DATE	CHECKED	JCS	09/01/23 CFX PROJECT# 538-235A SECTION N/A SHEET 6 OF				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-785

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4605, PAGE 664, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH A BRASS DISK, STAMPED "OSCEOLA COUNTY T25S / R27E 1964 FLORIDA J", MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE SOUTH 00°41'53" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 2444.65 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE SOUTH 89°47'42" WEST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1363.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°47'42" WEST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 36.11 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 246.00 FEET AND A CENTRAL ANGLE OF 22°21'25" (CHORD BEARING = NORTH 16°13'07" WEST, CHORD DISTANCE = 95.38 FEET); THENCE FROM A TANGENT BEARING OF NORTH 05°02'24" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.99 FEET; THENCE NORTH 63°46'03" EAST, A DISTANCE OF 36.01 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 282.00 FEET AND A CENTRAL ANGLE OF 22°49'36" (CHORD BEARING = SOUTH 15°50'06" EAST, CHORD DISTANCE = 111.61 FEET); THENCE FROM A TANGENT BEARING OF SOUTH 27°14'54" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 112.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 3750 SQUARE FEET, MORE OR LESS.

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

				SKET		TRAL FLORIDA EXPRESSWA DESCRIPTION - THIS		SURVEY
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROA	D) 05	SCEOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
DISTANCES	JCS	06/10/24	DRAWN	TKB	01/17/23	ECHO UES, INC.	SEE GENERAL NO	TES, SHEET 3
REVISION	BY	DATE	CHECKED	JCS	06/21/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-785 **CURVE TABLE** 25 50 0 CHORD CHORD **TANGENT CURVE DELTA** LENGTH **RADIUS** 50' Scale: 1" BEARING DISTANCE BEARING C1(C) 22°21'25" 95.99' 246.00' N16°13'07"W 95.38 N05°02'24"W C2(C) 22°49'36" 112.35 282.00 S15°50'06"E 111.61 S27°14'54"E E 1/4 COR OF SEC 36 FND 5"X5" CM W/ BRASS DISK STAMPED "OSCEOLA LINE TABLE SECTION 36 TOWNSHIP 25 SOUTH RANGE 27 EAST LINE BEARING DISTANCE COUNTY T25S / R27E 1964 FLORIDA J" L1 S89°47'42"W 36.11'(C) N LINE, E 55%, S 1/2, NW 1/4, SEC36 L2 N63°46'03"E 36.01'(C) 2444.65'(F) N89°54'49"E N LINE 731.42'(C) N LINE BASIS) S 1/2, LOT 8 S 1/2, LOT 7 SOUTHEAST SEC 36 SUBJECT TO N LINE FLORIDA POWER BEARING LOT 10 S00°41'53"W CORPORATION EASEMENT 7 10 PER O.R.B. 792, PAGE 349 8 LINE OF THE QUARTER OF FLORIDA FRUIT & TRUCK LAND COMPANY 11 ΰ AT LOUGHMAN, FLORIDA 1784.64'(C) LANDS DESCRIBED IN 10,( P.B. "B", PG. 68 O.R.B. 4605, PAGE 664 1786. EAST WEST LINE POMERANCE PARK UNIT ONE P.B. 2, PG. 54 3750 SQUARE FEET +/-S00°36'42"W N00°26'37' 12 50' PERMANENT 13 PIPELINE EASEMENT O.R.B. 2204, **PAGE 2199** 43.52'(C) 646.58'(C) L1 NT EXISTING NORTHERLY S89°47'42" R/W LINE S89°47'42"W **EAST** 1363.67'(C) C.R. 532 P.O.B. (OSCEOLA, POLK LINE RD.) 28 200' R/W PER SRD R/W MAP SEC 92652-2601 OSCEOLA COUNTY RANGE SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY PREPARED BY: DATE DATA SOURCE: ECHO UES, INC. SEE GENERAL NOTES, SHEET 3 DISTANCES & MISCELLANEOUS DATA DRAWN TKB 01/17/23 ICS 06/10/24 CFX PROJECT# 538-235A SHEET 2 OF 3 REVISION CHECKED DATE ICS 06/21/23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

**NON-TANGENT** 

NOT TO SCALE

PARCEL: 53-785

#### LEGEND:

AC **ACRES** O.R.B.\* = OFFICIAL RECORDS BOOK (C) CALCULATED DATA PROPERTY LINE C.B. = CHORD BEARING (P) PLAT DATA C.D. = CHORD DISTANCE P.B. PLAT BOOK COR = CORNER PG. PAGE C.R. = **COUNTY ROAD** P.O.B. POINT OF BEGINNING CM **CONCRETE MONUMENT** = POINT OF COMMENCEMENT P.O.C. = (D) = DEED DATA **PSM** PROFESSIONAL SURVEYOR & = EXIST. = **EXISTING** MAPPER (F) = FIELD DATA R **RADIUS FND FOUND** = RD. ROAD ID **IDENTIFICATION** = R/W RIGHT OF WAY = L = LENGTH SEC = SECTION LB = LICENSED BUSINESS SRD = STATE ROAD DEPARTMENT M.B. = MAP BOOK T.B. TANGENT BEARING = NAD83 =NORTH AMERICAN W/ WITH = **DATUM OF 1983** Δ **DELTA** 

#### **GENERAL NOTES:**

NT

NTS

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST OUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST AS BEING SOUTH 00°41'53" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.

+/-

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MORE OR LESS

- 2. THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY 3. AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-53-185, DATED NOVEMBER 30, 2020 AT 8:00 A.M., UPDATED MAY 10, 2022 AT 8:00 A.M., UPDATED MARCH 01, 2023 AT 8:00 A.M. AND UPDATED MARCH 11, 2024 AT 8:00 A.M.

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

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

	9			SKETO		TRAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			COUNT	ROAD	NO. 532	(OSCEOLA, POLK LINE ROAD)	C	SCEOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
GENERAL NOTE 3	JCS	04/05/24	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL N	IOTE 3
REVISION	BY	DATE	CHECKED	JCS	06/21/23	CFX PROJECT# 538-235A		SHEET 3 OF 3

Number 33:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-791

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

**ESTATE: EASEMENT** 

# LEGAL DESCRIPTION

A PORTION OF LOT 16, FLORIDA FRUIT & TRUCK LAND COMPANY AT LOUGHMAN, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS SHOWN IN PLAT BOOK "B", PAGE 68, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1371, PAGE 274, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 3" IRON AXLE MARKING THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°53'31" WEST, ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 850.46 FEET; THENCE NORTH 00°06'29" WEST, PERPENDICULAR TO SAID SOUTH SECTION LINE, A DISTANCE OF 152.97 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532, A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601 AND THE POINT OF BEGINNING; THENCE NORTH 00°43'33" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°16'27" EAST, A DISTANCE OF 120.43 FEET TO SAID NORTH RIGHT OF WAY LINE AND A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 25°50'29" (CHORD BEARING = SOUTH 77°48'18" WEST, CHORD DISTANCE = 44.72 FEET); THENCE FROM A TANGENT BEARING OF SOUTH 64°53'04" WEST, RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE A DISTANCE OF 45.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°16'27" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 76.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1062 SQUARE FEET, MORE OR LESS.

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

				SKET		TRAL FLORIDA EXPRESSWA DESCRIPTION - THIS		
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROA	D) 0	SECOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
			DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 3
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

CHECKED

DATE

REVISION

JCS

09/01/23

CFX PROJECT# 538-235A

SHEET 2 OF 3

P	Α	R	CE	EL	5	3	-7	9	1	

				CURVE	TABLE				- 1
CURVE	DELTA	LENGTH	H RADIU	S CHORD E	BEARING	CHORD DISTANC	CE TANGENT	BEARING	
C1(C)	25°50'29"	45.10	100.00	)' S77°48'	'18"W	44.72'	S64°53	'04"W	
C2(F)	57°23'06"	100.16	100.00	)' N62°01	'59"E	96.02'			
C3(C)	19°52'14"	514.12	1482.4	2' N43°16	33"E	511.54'			
	LINE TABL	E							
LINE	BEARING	DISTANC	CE		FL	ORIDA FRUIT &	TRUCK		
L1 N	00°06'29"W	152.97'(	C)		ΛТ	LAND COMPAI LOUGHMAN, FL			
L2 N		10.00'(	C)			P.B. "B", PG.			
L3 S	89°16'27"E	120.43'(	<u>C)</u>		16	(מ),			8 /
L4 N	89°16'27"W	76.84'(	c)		10	E 171921C		Me ?	N /
L5 N	89°16'27"W	392.22'(	C)		WAY (	N)		4/1/2	13
	63°27'33"E	926.15'(	F)	DIXIE HIG	NOT OPE	SE 1/4 OF THE SECTION		1848. 1848.	-
	33°20'26"E	1.60'(	F) OL	ייט כ		SE 1/4 OF TH SECTION	1E SE 1/4	15.	
11	15	4		LANDS	DESCRIB 1371, PO	TOWNSHIP 2 RANGE 28 BED IN	5 SOUTH \	75	82
		L5	L2	P.O.B.	L3	C1 P.T. C.R. 532	I.T. C2	S.A. 200, 600	3FC FF 17/ 320280
-NORTI C.R. 5	H R/W LINE 32	17	[1]	200'		CEOLA, POLK LII SRD. R/W MAP OSCEOLA COUN	SEC 92652-	2601,5	
WNSH	IP 25 SOUT	н ¦	<u> </u>		53'3 <u>1"</u> W	850.46'(C)			31
WNSH	IP 26 SOUT	Н		(1	BEARING	BASIS) SO	UTH LINE OF	SEC 31	61
Scale:	20 40 1" = 40' EET 1 FOR L	EGAL DE	PER SUB PEF SCRIPTIO	JECT TO EA O.R.B. 294, JECT TO EA R D.B. 93, F N ND LEGENI	, PG. 178 ASEMENT PG. 126	3	SE COP ND 3" IRON	P.O.C. R OF SEC 31 AXLE NO ID	
				CENT	TDAI E	ODIDA EVENTOS	MAV ALITUS	DITY	
			SK			ORIDA EXPRESS RIPTION - TH			ĒΥ
		С	OUNTY RO	DAD NO. 53	2 (OSCEC	DLA, POLK LINE RO	DAD)	OSECOLA	COUN
				BY DATE	PREPARED BY		DATA SOU		
			DRAWN T	KB 01/17/23			JEE GEN	ERAL NOTES, SHEET	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT NO. 538-235A

C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-791

LEGEND:

AC	=	ACRES	P	=	PROPERTY LINE
(C)	=	CALCULATED	(P)	=	PLAT DATA
COR	=	CORNER	P.B.	=	PLAT BOOK
C.M.	=	CONCRETE MONUMENT	PG.	=	PAGE
(D)	=	DEED DATA	P.O.B.	=	POINT OF BEGINNING
D.B.	=	DEED BOOK	P.O.C.	=	POINT OF COMMENCEMENT
<b>EXIST</b>	=	EXISTING	P.T.	=	POINT OF TANGENCY
(F)	=	FIELD	R/W	=	RIGHT OF WAY
FND	=	FOUND	RD.	=	ROAD
ID	=	IDENTIFICATION	SEC	=	SECTION
LB	=	LICENSED BUSINESS	S.R.	=	STATE ROAD
N.T.	=	NON-TANGENT	C.R.	=	COUNTY ROAD
NAD83	=	NORTH AMERICAN	SRD	=	STATE ROAD DEPARTMENT
		DATUM OF 1983	W/	=	WITH
O.R.B.	=	OFFICIAL RECORDS BOOK	+/-	=	MORE OR LESS
				=	EASEMENT LINE

#### **GENERAL NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, LYING IN OSCEOLA COUNTY, FLORIDA. AS BEING SOUTH 89°53'31" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-53-791, DATED APRIL 27, 2023 AT 8:00 A.M., UPDATED MARCH 11, 2024 AT 8:00 A.M.

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

DATE:

LS 6580

STATE OF

III, Surveyor

FLORIDA LINEYOR

MICHAEL W. PATTERSON, PSM

Nun

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

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

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSECOLA COUNTY PREPARED BY DATA SOURCE: DATE ECHO UES, INC. SEE GENERAL NOTE 3 DRAWN 01/17/23 GENERAL NOTE 3 TKB 04/05/24 CFX PROJECT# 538-235A SHEET 3 OF 3 REVISION DATE CHECKED BY ICS 09/01/23

Number 33;

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-811 PURPOSE: PERPETUAL EASEMENT

**ESTATE: EASEMENT** 

### LEGAL DESCRIPTION

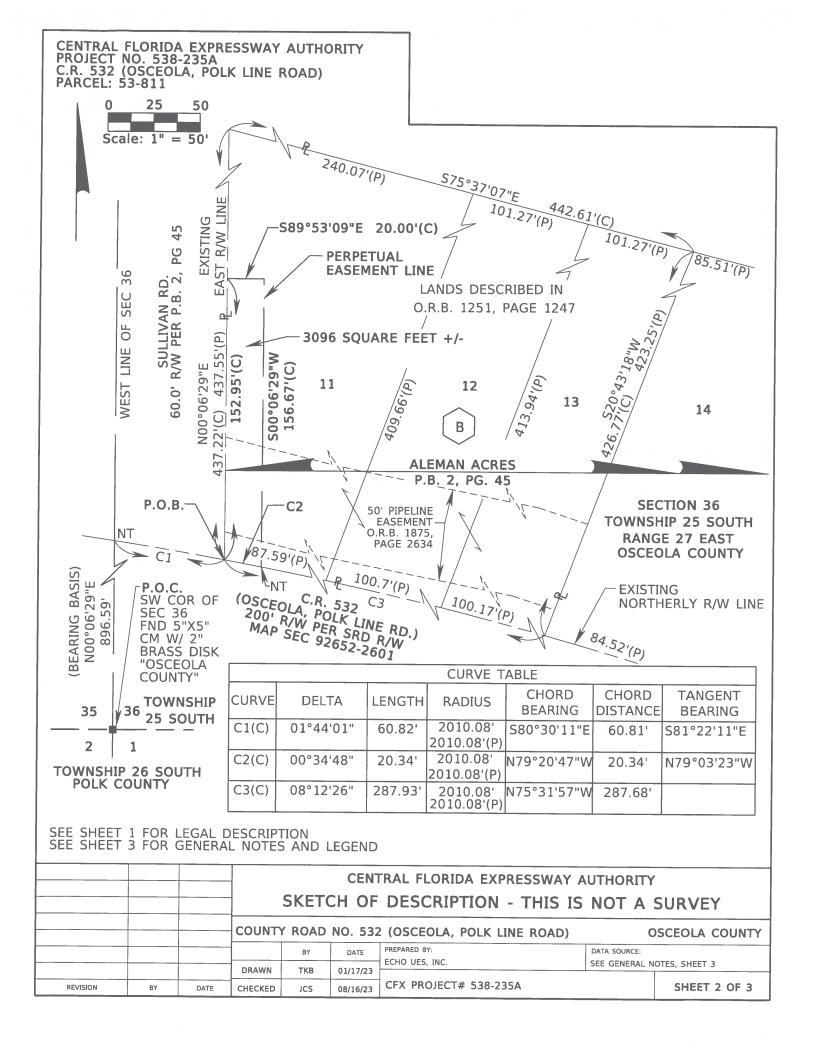
A PORTION OF LOT 11, BLOCK B, ALEMAN ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ALSO BEING DESCRIBED IN OFFICIAL RECORD BOOK 1251, PAGE 1247, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH A 2" BRASS DISK, STAMPED "OSCEOLA COUNTY", MARKING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE NORTH 00°06'29" EAST, A DISTANCE OF 896.59 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601 AND A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2010.08 FEET AND A CENTRAL ANGLE OF 01°44'01" (CHORD BEARING = SOUTH 80°30'11" EAST, CHORD DISTANCE = 60.81 FEET); THENCE FROM A TANGENT BEARING OF SOUTH 81°22'11" EAST, SOUTHEASTERLY ALONG SAID EXISTING NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE, A DISTANCE OF 60.82 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF SULLIVAN ROAD, A 60.0 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF ALEMAN ACRES, PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 00°06'29" EAST, ALONG SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 152.95 FEET; THENCE SOUTH 89°53'09" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°06'29" WEST, A DISTANCE OF 156.67 FEET TO SAID EXISTING NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 532 AND TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2010.08 FEET AND A CENTRAL ANGLE OF 00°34'48" (CHORD BEARING = NORTH 79°20'47" WEST, CHORD DISTANCE = 20.34 FEET); THENCE FROM A TANGENT BEARING OF NORTH 79°03'23" WEST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE AND ARC OF SAID CURVE A DISTANCE OF 20.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 3096 SQUARE FEET, MORE OR LESS.

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

				SKET		TRAL FLORIDA EXPRESSWAY  DESCRIPTION - THIS		SURVEY
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROAD	) 0	SCEOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
			DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 3
REVISION	BY	DATE	CHECKED	JCS	08/16/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3



**NON-TANGENT** 

NOT TO SCALE

PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-811

### **LEGEND:**

AC	=	ACRES	O.R.B.	-	OFFICIAL RECORDS BOOK
(C)	=	CALCULATED DATA	P	=	PROPERTY LINE
C.B.	=	CHORD BEARING	(P)	=	PLAT DATA
C.D.	=	CHORD DISTANCE	P.B.	=	PLAT BOOK
COR	=	CORNER	PG.	=	PAGE
C.R.	=	COUNTY ROAD	P.O.B.	=	POINT OF BEGINNING
CM	=	CONCRETE MONUMENT	P.O.C.	=	POINT OF COMMENCEMENT
(D)	=	DEED DATA	PSM	=	PROFESSIONAL SURVEYOR &
EXIST.	=	EXISTING			MAPPER
(F)	=	FIELD DATA	R	=	RADIUS
FND	=	FOUND	RD.	=	ROAD
ID	=	IDENTIFICATION	R/W	=	RIGHT OF WAY
L	=	LENGTH	SEC	=	SECTION
LB	=	LICENSED BUSINESS	SRD	=	STATE ROAD DEPARTMENT
M.B.	=	MAP BOOK	T.B.	=	TANGENT BEARING
NAD83	=	NORTH AMERICAN	W/	=	WITH
		DATUM OF 1983	Δ	=	DELTA

#### **GENERAL NOTES:**

NT

NTS

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST AS BEING NORTH 00°06'29" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.

+/-

MORE OR LESS

LS 6560

The Standard In Duranya

- THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE 2. FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-53-711 A & 53-711 B, DATED APRIL 27, 2023 AT 8:00 A.M., UPDATED MARCH 11, 2024 AT 8:00 A.M.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WILL STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE TO SECTION 472.027. FLORIDA STATUTES. S LS 6560

DATE

MICHAEL W. PATTERSON, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA DEL AND MAPPER.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

				SKET		TRAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS					
			COUNT	ROAD	NO. 532	(OSCEOLA, POLK LINE ROAD)	C	SCEOLA COUNTY			
				BY	DATE	PREPARED BY:	DATA SOURCE:				
GENERAL NOTE 3	JCS	04/05/24	DRAWN	TKB	01/17/23	ECHO UES, INC.	SEE GENERAL N	OTE 3			
REVISION	BY	DATE	CHECKED	JCS	08/16/23	CFX PROJECT# 538-235A SHEET 3 OF					

Number 342

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-814

PURPOSE: PERPETUAL EASEMENT

**ESTATE: EASEMENT** 

### LEGAL DESCRIPTION

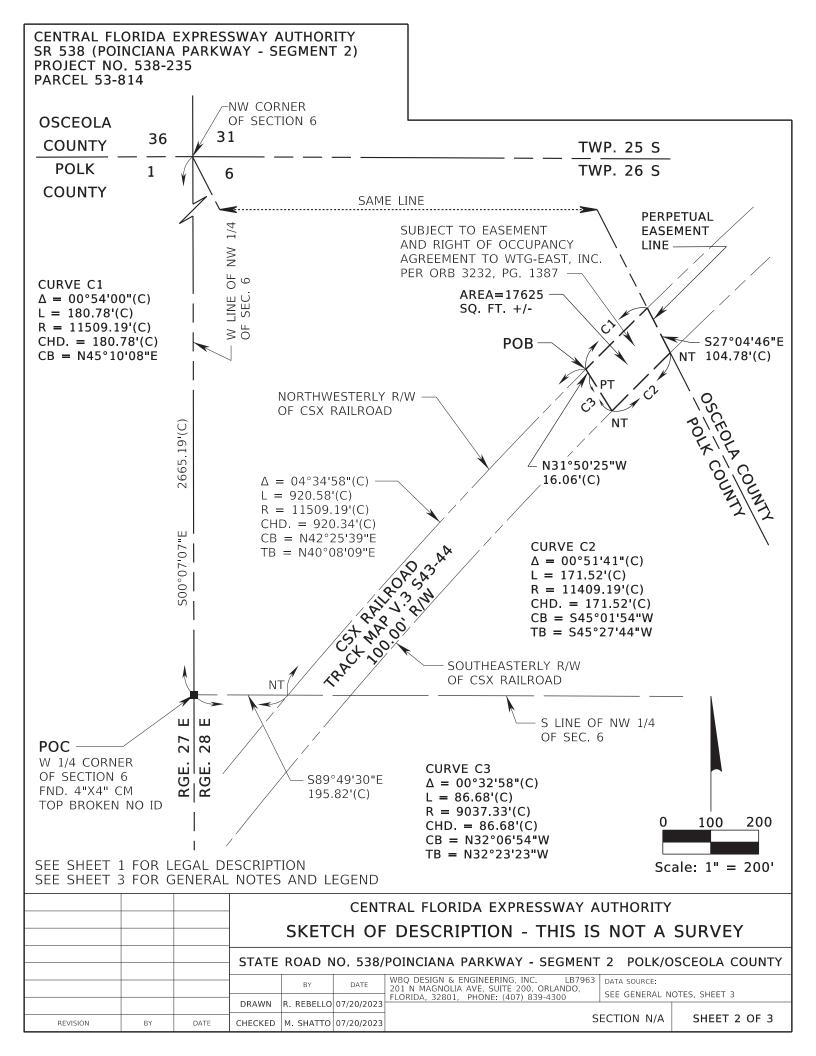
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 195.82 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF NORTH 42°25'39" EAST AND A CHORD DISTANCE OF 920.34 FEET; THENCE FROM A TANGENT BEARING OF NORTH 40°08'09" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 04°34'58", A DISTANCE OF 920.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF NORTH 45°10'08" EAST AND A CHORD DISTANCE OF 180.78 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°54'00", A DISTANCE OF 180.78 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID OSCEOLA/POLK COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 104.78 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID CSX RAILROAD AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11409.19 FEET. A CHORD BEARING OF SOUTH 45°01'54" WEST AND A CHORD DISTANCE OF 171.52 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 45°27'44" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°51'41", A DISTANCE OF 171.52 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 9037.33 FEET, A CHORD BEARING OF NORTH 32°06'54" WEST AND A CHORD DISTANCE OF 86.68 FEET; THENCE FROM A TANGENT BEARING OF NORTH 32°23'23" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°32'58", A DISTANCE OF 86.68 FEET TO A POINT OF TANGENCY; THENCE NORTH 31°50'25" WEST, A DISTANCE OF 16.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 17625 SQUARE FEET, MORE OR LESS.

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

						TRAL FLORIDA EXPRESSWAY A							
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3					
			DRAWN	R.REBELLO	07/20/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET S					
REVISION	ВҮ	DATE	CHECKED	м. ѕнатто	07/20/2023	S	ECTION N/A	SHEET 1 OF 3					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 **PARCEL 53-814** 

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST OUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-214 DATED 11/12/2020 AT 8:00 A.M., UPDATED 03/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

### **LEGEND**

CHD. = CHORD DISTANCE ID = IDENTIFICATION PEF = PROGRESS ENERGY FLORIDA ĬΡ PC = CHORD BEARING = IRON PIPE = POINT OF CURVATURE = CENTERLINE ΙR = IRON ROD OR REBAR ΡĬ = POINT OF INTERSECTION (C) = CALCULATED DATA IRC = IRON ROD AND CAP POB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD POC = POINT OF COMMENCEMENT L = LENGTH OF CURVE CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENT PT = POINT OF TANGENCY AUTHORITY L/A = LIMITED ACCESS MON. = MONUMENTATION/MONUMENT CO. = COUNTY PROJ. = PROJECT = CONCRETE MONUMENT = NUMBER = RADIUS = COUNTY ROAD = NOT APPLICABLE = RAILROAD CR N/A RR CSX = CHESSIE SEABOARD CONSOLIDATED NL = NAIL RGE. = RANGE= DEGREE N&D = NAIL & DISKREF. = REFERENCE = DEED DATA NT = NON-TANGENT R/W = RIGHT OF WAY(D) DB = DEED BOOK NTS = NOT TO SCALE SEC. = SECTIONNWLY = NORTHWESTERLY DR. = DRIVESQ. FT.= SQUARE FEET OR = OFFICIAL RECORD SR = STATE ROAD = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK Τ = TANGENT FND. = FOUNDPG. = PAGE TB = FIELD = TANGENT BEARING PLS = PROFESSIONAL LAND SURVEYOR TC = TANGENT TO CURVE F.P. = FINANCIAL PROJECT TWP. = TOWNSHIP = PROPERTY LINE FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION (P) = PLAT DATA UE = UTILITY EASEMENT PB = PLAT BOOK

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

## Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.04.03 10:10:41 -04'00'

MARTIN J. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

CHECKED M. SHATTO 07/20/2023

SEE SHEET 1 FOR LEGAL DESCRIPTION



	STATE	ROAD N	IO 538/	POINCIANA PARKWAY -	SEGMENT	2 POLK/OSCEOLA COUNTY
	SIAIL	NOAD I	10. 330,	OMCIANA LANKWAT	SEGMENT	Z TOER, OSCEOLA COONTT
				WBO DESIGN & ENGINEERING, INC.	LB7963	DATA SOURCE:

						201 N MAGNOLIA
						FLORIDA, 32801.
			DD V V V V V	D DEDELLO	07/20/2022	TEORIDA, J2001,
UPDATE TITLE	MJS	4/03/2024	DRAWN	R.REBELLO	07/20/2023	
OI DAIL HILL	1.175	7,03,2024				ı

GNOLIA AVE, SUITE 200, ORLANDO, 22801, PHONE: (407) 839-4300

SEE NOTE 3 ABOVE

SECTION N/A SHEET 3 OF 3

olstered Land Su

Number 343

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-818

PURPOSE: PERPETUAL EASEMENT

**ESTATE: EASEMENT** 

### LEGAL DESCRIPTION

A PORTION OF LAND LYING IN LOT 16, BLOCK D, FLORIDA FRUIT & TRUCK LAND COMPANY AT LOUGHMAN, FLORIDA, RECORDED IN PLAT BOOK "B", PAGE 68, PUBLIC RECORDS OF OSCEOLA COUNTY, LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5400, PAGE 16, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH A 2" BRASS DISK, STAMPED "OSCEOLA COUNTY", MARKING THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE NORTH 89°58'06" WEST, ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 1326.49 FEET TO THE WEST LINE OF LOT 15, SAID BLOCK D; THENCE NORTH 00°15'50" EAST, ALONG SAID WEST LOT LINE, A DISTANCE OF 644.17 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA, POLK LINE ROAD), A 200 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE NORTH 63°28'09" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 140.53 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2010.08 FEET AND A CENTRAL ANGLE OF 12°44'57" (CHORD BEARING = NORTH 69°50'38" EAST, CHORD DISTANCE = 446.35 FEET); THENCE ALONG SAID NORTH RIGHT OF WAY LINE AND SAID CURVE, A DISTANCE OF 447.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19°34'01" WEST, A DISTANCE OF 5.49 FEET; THENCE NORTH 70°25'59" EAST, A DISTANCE OF 21.00 FEET; THENCE SOUTH 19°34'01" EAST, A DISTANCE OF 7.73 FEET TO SAID NORTH RIGHT OF WAY LINE, ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2010.08 FEET AND A CENTRAL ANGLE OF 00°36'07" (CHORD BEARING = SOUTH 76°31'10" WEST, CHORD DISTANCE = 21.12 FEET); THENCE FROM A TANGENT BEARING OF SOUTH 76°49'13" WEST, ALONG SAID NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE, A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 138 SQUARE FEET, MORE OR LESS.

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

			-	SKET		TRAL FLORIDA EXPRESSWAY  DESCRIPTION - THIS I						
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY								
				BY	DATE	PREPARED BY:	DATA SOURCE:					
			DRAWN	ТКВ	09/24/23	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 3				
REVISION	BY	DATE	CHECKED	JCS	04/18/24	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-818 RANGE 27 EAST N89°59'37"E 1307.88'(C) D FLORIDA FRUIT & TRUCK 15 16 2 LAND COMPANY S00°06'29"W 429.62'(F) AT LOUGHMAN, FLORIDA SUBJECT TO 10' UTILITY EASEMENT PER O.R.B. 5511, PG. 2390 P.B. "B", PG. 68 LANDS DESCRIBED IN O.R.B. 5400, PAGE 16 SUBJECT TO UTILITY EASEMENT PER O.R.B. 5664, PG. 2838 O 381 N70°25'59"E S19°34'01"E 21.00'(C) 7.73'(C) 683. NON-TANGENT 15'(P) 0 N19°34'01"W 50 **C3** 138 SQUARE 5.49'(C) N00°15' FEET +/-P.O.B. P.O.B **PUBLIC** LOT PIPELINE EASEMENT EAST LINE OF SEC 35 HIGHWAY (P) C1 C.R. 532 LINE RD.)

(OSCEOLA: POLK SRD RIW

(OSCEOLA: PER SRD 2601

MAP SEC 92652-2601

MAP SEC 92652-2601 OF 0.R.B. WEST 140.53 N63°28'09" CURVE TABLE CHORD CHORD **TANGENT** N00°15'50"E CURVE DELTA LENGTH **RADIUS** BEARING DISTANCE **BEARING** 644.17'(C) C1(C) 34°43'44" 1218.38 2010.081 S80°50'01"W 1199.81' C2(C) 12°44'57" 447.27' 2010.081 N69°50'38"E 446.35 C3(C) 00°36'07" 21.12' 2010.081 S76°31'10"W 21.12 S76°49'13"W OSCEOLA COUNTY 36 (BEARING BASIS) **TOWNSHIP 25 SOUTH** N89°58'06"W 1326.49'(C) **TOWNSHIP 26 SOUTH** SOUTH LINE OF SEC 35 P.O.C 50 100 POLK COUNTY SE COR OF SEC 35 FND 5"X5" CM Scale: 1" W/ 2" BRASS = 100'DISK "OSCEOLA SEE SHEET 1 FOR LEGAL DESCRIPTION COUNTY" SEE SHEET 3 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY PREPARED BY: DATA SOURCE: DATE ECHO UES, INC. SEE GENERAL NOTES, SHEET 3 DRAWN TKB 09/24/23 CFX PROJECT# 538-235A SHEET 2 OF 3 REVISION BY DATE CHECKED 04/18/24

PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD)

PARCEL: 53-818

#### LEGEND:

AC	=	ACRES	P	=	PROPERTY LINE
(C)	=	CALCULATED DATA	(P)	=	PLAT DATA
Ċ.B.	=	CHORD BEARING	P.B.	=	PLAT BOOK
C.D.	=	CHORD DISTANCE	PC	=	POINT OF CURVATURE
COR	=	CORNER	PG.		PAGE
C.R.	=	COUNTY ROAD	P.O.B.	=	POINT OF BEGINNING
CM	=	CONCRETE MONUMENT	P.O.C.	=	POINT OF COMMENCEMENT
(D)	=	DEED DATA	PSM	=	PROFESSIONAL SURVEYOR &
EXIST	=	EXISTING			MAPPER
(F)	=	FIELD DATA	R	=	RADIUS
FND	=	FOUND	RD.	=	ROAD
ID	=	IDENTIFICATION	R/W	=	RIGHT OF WAY
L	=	LENGTH	SEC	=	SECTION
LB	=	LICENSED BUSINESS	SRD	=	STATE ROAD DEPARTMENT
M.B.	=	MAP BOOK	T.B.	=	TANGENT BEARING
NAD83	=	NORTH AMERICAN	W/	=	WITH
		DATUM OF 1983	Δ	=	DELTA
NTS	=	NOT TO SCALE	+/-	=	MORE OR LESS
O.R.B.	=	OFFICIAL RECORDS BOOK	 	=	PERPETUAL EASEMENT LINE

### **GENERAL NOTES:**

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST AS BEING NORTH 89°58'06" WEST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- THIS PARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION, FILE NUMBER 30361-53-718, DATED APRIL 27, 2023 AT 8:00 A.M., REVISED SEPTEMBER 01, 2023, AND UPDATED MARCH 11, 2024 AT 8:00 A.M.

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

MICHAEL W. PATTERSON, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

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

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

				SKET		TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS		
			COUNT	Y ROAD	NO. 532	(OSCEOLA, POLK LINE ROAD)	C	SCEOLA COUNTY
				BY	DATE	PREPARED BY: ECHO UES. INC.	DATA SOURCE:	075.2
			DRAWN	ТКВ	09/24/23	ECHO DES, INC.	SEE GENERAL N	OIE 3
REVISION	BY	DATE	CHECKED	JCS	04/18/24	CFX PROJECT# 538-235A		SHEET 3 OF 3

Number 344

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2)

PROJECT NO. 538-235 PARCEL 53-854

PURPOSE: PERPETUAL EASEMENT

**ESTATE: EASEMENT** 

### LEGAL DESCRIPTION

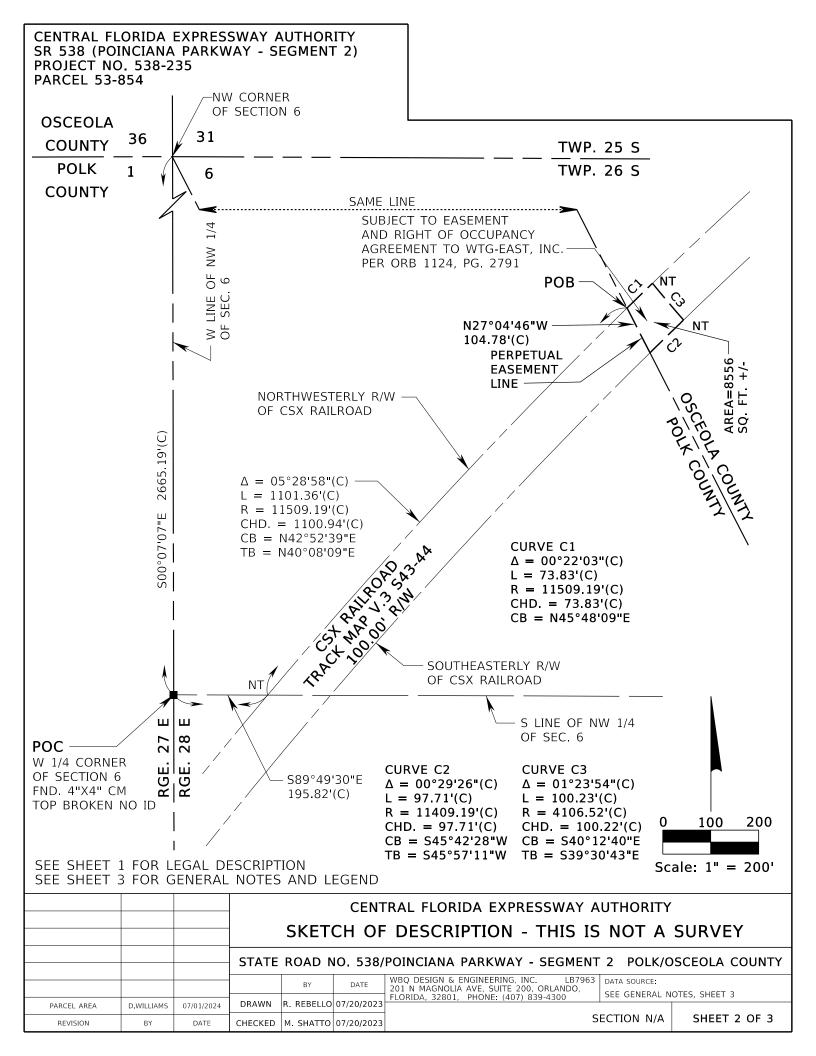
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 195.82 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF NORTH 42°52'39" EAST AND A CHORD DISTANCE OF 1100.94 FEET; THENCE FROM A TANGENT BEARING OF NORTH 40°08'09" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 05°28'58", A DISTANCE OF 1101.36 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF NORTH 45°48'09" EAST AND A CHORD DISTANCE OF 73.83 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°22'03", A DISTANCE OF 73.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4106.52 FEET, A CHORD BEARING OF SOUTH 40°12'40" EAST AND A CHORD DISTANCE OF 100.22 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 39°30'43" EAST. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°23'54", A DISTANCE OF 100.23 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID CSX RAILROAD AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11409.19 FEET, A CHORD BEARING OF SOUTH 45°42'28" WEST AND A CHORD DISTANCE OF 97.71 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 45°57'11" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°29'26", A DISTANCE OF 97.71 FEET TO THE AFOREMENTIONED OSCEOLA/POLK COUNTY LINE; THENCE ALONG SAID OSCEOLA/POLK COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 104.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 8556 SQUARE FEET, MORE OR LESS.

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

				CVET		RAL FLORIDA EXPRESSWAY A						
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	IO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY				
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 2				
PARCEL AREA	D.WILLIAMS	07/01/2024	DRAWN	R.REBELLO	07/20/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	,				
REVISION	BY	DATE	CHECKED	M. SHATTO	07/20/2023	SECTION N/A SHEET 1 OF 3						



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-854

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-154 DATED 11/12/2020 AT 8:00 A.M., UPDATED 5/10/2022 AT 8:00 A.M., UPDATED 03/01/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

### **LEGEND**

CHD. = CHORD DISTANCE PEF ID = IDENTIFICATION = PROGRESS ENERGY FLORIDA CB = CHORD BEARING ĬΡ = IRON PIPE PC. = POINT OF CURVATURE = CENTERLINE = IRON ROD OR REBAR ΡI = POINT OF INTERSECTION IR = IRON ROD AND CAP (C) = CALCULATED DATAPOB = POINT OF BEGINNING IRC CCR = CERTIFIED CORNER RECORD L = LENGTH OF CURVE POC = POINT OF COMMENCEMENT CFX = CENTRAL FLORIDA EXPRESSWAY LB = LICENSED BUSINESS P.O.T. = POINT ON TANGENT PT = POINT OF TANGENCY **AUTHORITY** L/A = LIMITED ACCESS PROJ. = PROJECT CO. = COUNTYMON. = MONUMENTATION/MONUMENT NO. = NUMBER = RADIUS CM = CONCRETE MONUMENT R = COUNTY ROAD N/A = NOT APPLICABLE RR = RAILROAD CSX = CHESSIE SEABOARD CONSOLIDATED NL = NAIL RGE. = RANGEN&D = NAIL & DISK= DEGREE REF. = REFERENCE = NON-TANGENT = DEED DATA NT R/W = RIGHT OF WAYDB = DEED BOOK NTS = NOT TO SCALE SEC. = SECTIONDR. = DRIVE NWLY = NORTHWESTERLY SO .FT.= SOUARE FEET OR = OFFICIAL RECORD SR = STATE ROAD = DELTA (CENTRAL ANGLE) FND. = FOUNDORB = OFFICIAL RECORD BOOK Τ = TANGENT (F) = FIELDPG. = PAGE TB = TANGENT BEARING PLS = PROFESSIONAL LAND SURVEYOR TC F.P. = FINANCIAL PROJECT = TANGENT TO CURVE = PROPERTY LINE TWP. = TOWNSHIPFDOT = FLORIDA DEPARTMENT OF (P) UE = PLAT DATA = UTILITY EASEMENT TRANSPORTATION = PLAT BOOK PB

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

## Martin J Shatto

Digitally signed by Martin J Shatto Date: 2024.07.01 13:57:57 -04'00'

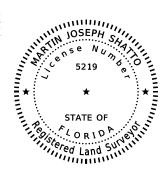
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SEE SHEET 2	2 FOR S	KETCH (	OF DES	CRIPTIO	N								
			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY					
			STATE	ROAD N	NO. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY					
			-	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 AB	OVE					
UPDATE TITLE	MJS	4/03/2024	DRAWN	R.REBELLO	07/20/2023	FLORIDA, 32801, PHONE: (407) 839-4300							
REVISION	BY	DATE	CHECKED	M. SHATTO	07/20/2023	S	SECTION N/A	SHEET 3 OF 3					



# Number 123

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-101C

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

A PORTION OF MAPLE STREET, A 30 FEET WIDE RIGHT OF WAY AS SHOWN ON ROY A. MILLER'S SUBDIVISION AT LOUGHMAN, FLA., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 50 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA LYING IN SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

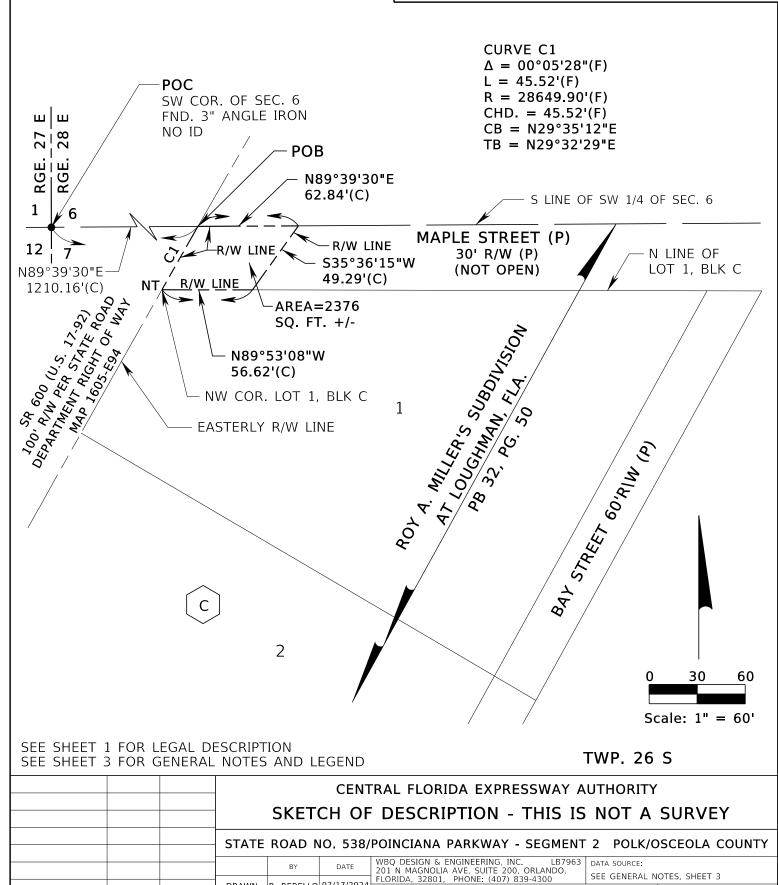
COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39′30″ EAST, A DISTANCE OF 1210.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE NORTH 89°39′30″ EAST, A DISTANCE OF 62.84 FEET; THENCE SOUTH 35°36′15″ WEST, A DISTANCE OF 49.29 FEET TO A POINT ON THE NORTH LINE OF LOT 1, BLOCK C OF SAID PLAT; THENCE ALONG SAID NORTH LINE NORTH 89°53′08″ WEST, A DISTANCE OF 56.62 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK C AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 29°35'12" EAST AND A CHORD DISTANCE OF 45.52 FEET; THENCE FROM A TANGENT BEARING OF NORTH 29°32′29″ EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°05'28", A DISTANCE OF 45.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 2376 SQUARE FEET, MORE OR LESS.

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

					SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS				
				STATE	ROAD N	10. 538/	POINCIANA PARKWAY - SEGMENT	2 POLK/C	SCEOLA COUNTY		
H					BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 3		
				DRAWN	R. REBELLO	07/17/2024	FLORIDA, 32801, PHONE: (407) 639-4300				
L	REVISION	BY	DATE	CHECKED	м. SHATTO	07/17/2024	SECTION N/A SHEET 1 OF 3				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO 538-235 **PARCEL 53-101C** 



R. REBELLO 07/17/2024

M. SHATTO 07/17/2024

DRAWN

CHECKED

REVISION

BY

DATE

LB7963

DATA SOURCE:

SECTION N/A

SEE GENERAL NOTES, SHEET 3

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 538 (POINCIANA PARKWAY - SEGMENT 2) PROJECT NO. 538-235 PARCEL 53-101C

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

### **LEGEND**

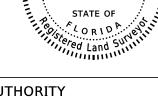
FT. = FEET PEF = PROGRESS ENERGY FLORIDA BLK = BLOCKID = IDENTIFICATION PC = POINT OF CURVATURE CHD. = CHORD DISTANCE ĬΡ ΡI = IRON PIPE = POINT OF INTERSECTION CB = CHORD BEARING = IRON ROD OR REBAR = CENTERLINE ΙR POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT IRC = IRON ROD AND CAP (C) = CALCULATED DATA1 = LENGTH OF CURVE P.O.T. = POINT ON TANGENTCCR = CERTIFIED CORNER RECORD = LICENSED BUSINESS = POINT OF TANGENCY CFX = CENTRAL FLORIDA EXPRESSWAY L/A = LIMITED ACCESS PROJ. = PROJECT AUTHORITY MON. = MONUMENTATION/MONUMENT = RADIUS CO. = COUNTYCOR. = CORNERNO. = NUMBER RD. = ROAD N/A = NOT APPLICABLE RR = RAILROAD CM = CONCRETE MONUMENT CR = COUNTY ROADNL = NAIL RGE. = RANGEN&D = NAIL & DISKREF. = REFERENCECSX = CHESSIE SEABOARD CONSOLIDATED NT = NON-TANGENT R/W = RIGHT OF WAY= DEGREE = NOT TO SCALE SEC. = SECTION(D) = DEED DATANTS OR = OFFICIAL RECORD SQ. FT.= SQUARE FEET DB = DEED BOOK ORB = OFFICIAL RECORD BOOK SR = STATE ROAD DR. = DRIVEPG. = PAGE ST. = STREET = DELTA (CENTRAL ANGLE) PLS = PROFESSIONAL LAND SURVEYOR FND. = FOUNDТ = TANGENT = PROPERTY LINE ELY = EASTERLY TB = TANGENT BEARING (P) (F) = FIELD= PLAT DATA TC = TANGENT TO CURVE PB TWP. = TOWNSHIP= PLAT BOOK FDOT = FLORIDA DEPARTMENT OF = UTILITY EASEMENT TRANSPORTATION

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

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 7/17/2024.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION



			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY					
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	DVE
			DRAWN	R. REBELLO	07/17/2024	FLORIDA, 32801, PHONE: (407) 839-4300	JEL NOTE 3 ABO	JVL
REVISION	BY	DATE	CHECKED	M. SHATTO	07/17/2024	S	ECTION N/A	SHEET 3 OF 3

## CONSENT AGENDA ITEM #11

### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams Will

Director of Procurement

DATE: July 18, 2024

SUBJECT: Approval of KMG Fence, LLC, Total Pressure Cleaning Services

and Velocity Civil Construction as Subcontractors to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance

Services, Contract No. 002062

Board approval of KMG Fence, LLC, Total Pressure Cleaning Services and Velocity Civil Construction as subcontractors to Jorgensen Contract Services, LLC to provide fence repairs and replacements, pressure cleaning and sound wall repair services is requested. The cost for each is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:

Don Budnovich, PE Director of Maintenance Glenn Pressimone, PE

## REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Jorgensen Contract Services	Date: 07/15/2024
CFX Contract Name: Roadway and bridge maintenance services	CFX Contract No.: 002062
Authorization is requested to sublet the services identified below which are included approval to sublet services to:	ded in the above referenced Contract. Consultant requests
Subconsultant Name: KMG Fence LLC	
Address: 545 Johns Road, Apopka, FL 32703	
Phone No.: 407-757-2016	
Federal Employee ID No.: 13-4220271  Registered with Sunbiz: Yes No	
Registered with Sunbiz: Yes No	Minority Vendor: Yes No
Description of Services to Be Sublet: Fence repairs and replacement	ents
	25
July 2024	
Estimated Beginning Date of Sublet Services: July 2024	
Estimated Completion Date of Sublet Services: June 2029	
Estimated Value of Sublet Services*: \$ 50,000.00	
*(Equal or exceeds \$25,000 requires Board Approval)	
Consultant hereby certifies that the proposed subconsultant has been advised of,	
Consultant's Contract with CFX that are applicable to the subconsultant and the	services to be sublet:
Requested By: Yu-Ri Che Gu-Ri Che (Signature of Consultant Representative)	
(Signature of Consultant Representative)	
Vendor Coordinator	
Title	
Recommended by: Llm B	Jul 23, 2024
Recommended by: (Signature of Appropriate CFX Director/Manager)	Date:
Approved by: Glenn Pressimone (Jul 23, 2024 12:48 EDT)	Jul 23, 2024 
(Signature of Appropriate Chief)	
- Pulla	Jul 23, 2024
Reviewed by: Director of Procurement	Jul 23, 2024 Date:
District of a resident	
Daviged Sublet: Vec	No. X

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Jorgensen Contract Service	s, LLC D	oate: 07/16/2024	
CFX Contract Name: Roadway and bridge	maintenance services CFX	Contract No.: 002	2062
Authorization is requested to sublet the services iden approval to sublet services to:	atified below which are included in t	he above referenced C	Contract. Consultant requests
Subconsultant Name: Total Pressure Cleaning	ng Services		28
Address: 941 W. Cimmaron Drive, Tamp	pa, FL 33603		
Phone No.: 813-236-9813			
Federal Employee ID No.: 20-5580932			
Registered with Sunbiz: X Yes No No Description of Services to Be Sublet: Pressure cl		y Vendor: X Yes	SNo
Estimated Beginning Date of Sublet Services: July	2024		
Estimated Completion Date of Sublet Services: Jun	e 2029		
Estimated Value of Sublet Services*: \$\frac{50,000.00}{(Equal or exceeds \$25,000 requires Board Approva	1)		
Consultant hereby certifies that the proposed subcor Consultant's Contract with CFX that are applicable			conditions in the
Requested By: Yu-Ri Che Gu-Ri Co	he		
	sultant Representative)		
Vendor Coordinator			
Title			<u> </u>
Recommended by:	C Director/Manager)	Date:	Jul 23, 2024
Approved by: Glenn Pressimone (Jul 23, 2024 12:47 EDT) (Signature of Appropriate Chie		Date:	Jul 23, 2024
Reviewed by: Director of Procurement		Date:	Jul 23, 2024
Re	evised Sublet: Yes No X		

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Jorgensen Contract Services, LLC	Date: 07/12/2024
CFX Contract Name: Roadway and Bridge Maintenance Services	CFX Contract No.: 002062
Authorization is requested to sublet the services identified below which are include approval to sublet services to:	ed in the above referenced Contract. Consultant requests
Subconsultant Name: VELOCITY CIVIL CONSTRUCTION	
Address: 4700 MILLENIA BLVD, ORLANDO, FL 3283	39
Phone No.: 660-425-3004	
Federal Employee ID No.: 93-4476696	
Federal Employee ID No.: 93-4476696  Registered with Sunbiz: Ves No M	inority Vendor: Yes No
Description of Services to Be Sublet: REPAIR A DAMAGED SOUN	ID WALL ON SR 408
Estimated Beginning Date of Sublet Services: JULY 2024	
Estimated Regiming Date of Sublet Services: JUNE 2029	
Estimated Completion Date of Sublet Services: \$30,000.00	
*(Equal or exceeds \$25,000 requires Board Approval)	
Consultant hereby certifies that the proposed subconsultant has been advised of, at Contract with the Authority that are applicable to the subconsultant and the service	
Requested By: YURI CHE Gu-Ri Che (Signature of Consultant Representative)	
(Signature of Consultant Representative)  Vendor Coordinator	
Title	
Recommended by: Um D	Jul 23, 2024
(Signature of Appropriate CFX Director/Manager)	
Approved by: Glenn Pressimone (Jul 23, 2024 12:48 EDT)	Jul 23, 2024
(Signature of Appropriate Chief)	Date:
Reviewed by:	Date:
Director of Procurement	Date:
Revised Sublet: Yes N	x
Attach Subconsultant's Certificate of Insurance an	id W-9 form to this Kequest.

# CONSENT AGENDA ITEM #12

### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: July 26, 2024

SUBJECT: Approval of Revised Procurement Policy and Resolution

Board approval is requested to adopt the revised Procurement Policy and Resolution. This revised policy will provide more specific guidance, increase certain monetary thresholds to better align with inflation and current market conditions and create an Emerging and Developing Technology Pilot Program. In addition, other changes have been made to further streamline CFX's day-to-day business practices.

Reviewed by:

isa Lumbard

Chief Financial Officer

## A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTING THE REVISED PROCUREMENT POLICY

WHEREAS, the Central Florida Expressway Authority ("CFX"), is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business; and

WHEREAS, CFX has previously adopted a Procurement Policy establishing governing rules and guidelines for purchases of goods and services; and

WHEREAS, the Governing Board of CFX wishes to revise the Procurement Policy to provide clearer guidance, increase certain monetary thresholds to better align with inflation and current market conditions, create an Emerging and Developing Technology Pilot Program so that CFX continues to be on the cutting edge of emerging and developing technologies, and other changes to further streamline CFX's day-to-day business practices.

## NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

- 1. The Procurement Policy attached to this resolution is hereby adopted; and
- 2. By adopting the attached Procurement Policy, the CFX Governing Board hereby repeals, strikes, and supersedes any prior resolution, rule, or policy adopted by the CFX Governing Board regarding the subject matter contained therein, including without limitation the previous policy adopted by the Board on March 10, 2022.

ADOPTED this day of A	ugust 2024.
	Brandon Arrington, CFX Board Chairman
ATTEST:  Regla ("Mimi)" Lamaute  Manager of Board Services	
	Approved as to form and legality:
	Angela J. Wallace, General Counsel

## **CFX CODE OF POLICIES**

Chapter 10: Procurement

## **EFFECTIVE DATES**

Art.	Title	Resolution No.	Approval Date
1	Procurement Policy		

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### **ARTICLE 1: PROCUREMENT POLICY**

Resolution No. Approval Date:

### **Division I: General Provisions**

#### Section 10.1 Title

The provisions of this Article shall be known and cited as the "Procurement Policy".

### Section 10.2 Authority

10.2.1 The Central Florida Expressway Authority ("CFX") is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.

### Section 10.3 Statement of Policy

- 10.3.1 The Governing Board ("**Board**") of CFX hereby establishes a centralized procurement system for CFX by adoption of this Procurement Policy, the purpose of which is to:
  - (A) Establish the guiding principles and policies governing procurement by CFX;
  - (B) Promote public confidence in the integrity and transparency of the procedures followed by CFX when procuring goods and services required;
  - (C) Ensure fair and equitable treatment of all persons who participate in CFX's procurement process;
  - (D) Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of CFX funds; and
  - (E) Foster efficiency and reduce administrative burden in the day-to-day business functions of CFX.
- 10.3.2 This Procurement Policy applies to procurements by CFX solicited and/or entered into after this Procurement Policy's approval date by the Board. This Procurement Policy supersedes all previously adopted procurement policies.
- 10.3.3 Unless otherwise stated in this Procurement Policy, all purchases of goods and/or services shall be made through or by the Procurement Department.
- 10.3.4 Nothing in this Procurement Policy shall prevent CFX from complying with the terms and conditions of any grant, gift, bequest, or loan, or any cooperative agreement with any local, state, or federal agency provided such terms and conditions are compliant with applicable law. To the extent the requirements of this Procurement Policy or the Procurement Procedures Manual are inconsistent with any such alternative terms and conditions, such alternative terms and conditions shall take precedence so long as they are consistent with applicable law.

10.3.5 All changes to this Procurement Policy require approval of the Board. No process or procedure implementing this Procurement Policy may conflict with the provisions of this policy in any manner.

### Section 10.4 Definitions

- 10.4.1 Wherever used in this Article or in the Procurement Procedures Manual, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:
  - (A) "CFX Area of Service" shall mean the area served by CFX in accordance with Section 348.754, Florida Statutes; more specifically, the geographical boundaries of Orange, Seminole, Lake, Brevard, and Osceola counties.
  - (B) "Contract" shall mean the legal instrument, regardless as to what it is called, by which CFX procures goods and/or services.
  - (C) "Contractor" shall mean any person or entity who contracts, intends to contract, or is in the market to contract to sell or lease goods and/or services to CFX. The terms "Contractor", "Consultant", and "Vendor" may be used interchangeably throughout this Procurement Policy.
  - (D) "Construction Services" shall have the same meaning as that provided in Section 218.72, Florida Statutes. More specifically, "Construction Services" shall mean all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvements to real property.
  - (E) "Cooperative Purchasing" shall mean procurement conducted by or on behalf of CFX and/or more than one public procurement unit or agency. This is distinguished from "Piggybacking" as defined below.
  - (F) "Good" shall mean any tangible personal property, including without limitation any material, equipment, commodity, item, or product. The term "good" shall be read to specifically exclude any services other than those directly related to the requisition, transport, delivery, and other of any such goods and any tangential labor associated therewith, real property, or any interest in real property. For the purposes of this Procurement Policy, software shall be considered a good, while software licenses or subscriptions shall be considered a service.
  - (G) "Piggybacking" shall mean the purchase of goods and/or services, other than Professional Services, from the purchasing agreements of special districts, municipalities, or counties, as authorized in Section 189.053, Florida Statutes. This is distinguished from "Cooperative Purchasing", as defined above.
  - (H) "Procurement" shall mean the buying, purchasing, renting, leasing, or other acquisition of goods and/or services for public purposes in accordance with all applicable law, rules, regulations, and procedures intended to provide for the economic expenditure of public funds, regardless of the source of funds used. It includes without limitation all functions which pertain to obtaining any goods and/or services. "Procurement" shall not include:
    - (1) Any real estate transaction, including the sale, lease, exchange, and/or acquisition of real property or any interest therein;
    - (2) Goods and/or services given or accepted by CFX via grant, gift, or bequest;

- (3) Employment agreements or collective bargaining agreements; or
- (4) Any agreements between CFX and any other entity that does not involve the purchase of goods and/or services by CFX.
- (I) "Professional Services" shall have the same meaning as that found in Section 287.055, Florida Statutes. More specifically, "Professional Services" shall mean those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- (J) "Services" shall mean the furnishing primarily of labor, time, and/or effort by Contractors, wherein the submission of goods or specific end products other than reports, studies, plans, advisories, contractual documents, or other documents relating to the required performance is incidental or secondary. This term shall include without limitation Construction Services, Professional Services, and Specialized Services.
- (K) "Specialized Services" shall mean services the value of which are substantially measured by professional competence of the person or entity performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. "Specialized Services" shall include without limitation services customarily rendered by attorneys, certified public accountants, insurance and/or financial personnel, public relations firms, legislative advisors, and/or systems planning and management advisors. For purposes of this Procurement Policy, "Specialized Services" shall not include services that meet the definition of "Professional Services" above.

### Section 10.5 Responsibility and Function

### 10.5.1 **Procurement Director**

- (A) Subject to the provisions of this Procurement Policy, the Director of the Procurement Department ("Procurement Director") shall serve as the principal officer for the procurement of all goods and/or services by CFX.
- (B) The Procurement Director shall:
  - (1) Administer the central procurement, purchasing, and contracting system for CFX;
  - (2) In a manner consistent with this Procurement Policy, develop, maintain, review, and, when prudent or necessary, revise, the CFX's Procurement Procedures Manual which shall be annually reviewed and approved by the Executive Director;
  - (3) Ensure that the requirements set forth in this Procurement Policy and the Procurement Procedures Manual are complied with for all procurements made by CFX;
  - (4) Take all reasonable and practicable action necessary to further the objectives of CFX with regard to the promotion and encouragement the participation of small, minority, and women-owned businesses in CFX's Procurements;
  - (5) In accordance with the directives of this Procurement Policy, determine the method of selection for each procurement; and

- (6) Perform other duties as directed by the Board and the Executive Director or designee thereof.
- 10.5.2 **Procurement Procedures Manual.** The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of CFX. The Executive Director is authorized to approve revisions to the Procurement Procedures Manual unless any such revisions would result in a conflict with the letter or intent of this Procurement Policy.
- 10.5.3 **Procurement Department.** The specific responsibilities and functions of the Procurement Department include:
  - (A) Developing purchasing objectives for procurement in a manner that meets CFX's requirements;
  - (B) Working with other CFX departments to establish standardization of goods and/or services where practical within a competitive environment;
  - (C) Promoting and maintaining good will between CFX and its contractors, including encouraging full and open competition and assuming fair and equitable business dealings with all contractors:
  - (D) Ensuring that all procurements are made in compliance with the applicable statutes, rules, regulations, and policies;
  - (E) With the assistance of the purchasing user department, handling complaints and warranties regarding purchases and negotiating the return of merchandise;
  - (F) Training CFX personnel regarding this Procurement Policy and the Procedures Manual, as needed; and
  - (G) Managing the operational procedures for the P-Card Program as established in **Section 10.15: Purchasing Card Program** below.

### Section 10.6 Standard of Conduct

- 10.6.1 Except for purchases made in accordance with **Section 10.15: Purchasing Card Program** below, CFX employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any procurement contract on behalf of CFX unless expressly authorized to do so by the Board.
- 10.6.2 Individuals responsible for unauthorized purchases or obligations shall be in violation of this Procurement Policy and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to CFX for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.
- 10.6.3 No employee of CFX shall obligate CFX in any transactions whereby the employee may derive income or benefits other than those provided as compensation from CFX.
- 10.6.4 The Standard of Conduct as it relates to this Procurement Policy and the Procurement Procedures Manual is promulgated in CFX's Code of Ethics, as may be amended by the Board from time to time.

### **Section 10.7 Competition Requirement**

- 10.7.1 It shall be the policy of this Board that, unless otherwise provided in this Procurement Policy, all procurements shall generally be competitively solicited.
- 10.7.2 The Board hereby recognizes the following:
  - (A) Fair and open competition is a basic tenet of public procurement;
  - (B) Such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and
  - (C) Documentation of the acts taken, and effective monitoring mechanisms, are important means of curbing any improprieties and establishing public confidence in the process by which procurements are made.
- 10.7.3 The Board additionally finds the following:
  - (A) The expeditious delivery of projects and acquisition of necessary goods and services best serves CFX and its customers;
  - (B) Specifically in relation to Small Purchases, the benefits of competition, whether by formal or informal method of competitive procurement, do not outweigh the cost or the administrative burden associated therewith; and
  - (C) Formal methods of competitive procurement (e.g., invitations to bid, or requests for proposals, etc.) add additional inefficiencies, administrative burden, and time to the completion of the procurement process; whereas, informal, quote-based procurements assist in streamlining the procurement process while still soliciting competition. Accordingly, formal methods of competitive procurement should generally be reserved for procurements of higher value and impact.

### **Section 10.8 Procurement Thresholds**

- 10.8.1 To balance the benefits of competitive procurement against the cost and administrative burdens associated therewith, the Board hereby sets the following "**Procurement Thresholds**":
  - (A) "Small Purchase Threshold" shall mean the maximum aggregate contract award value for which a procurement may be made without soliciting competition in accordance with Subsection 10.10.2 of this Procurement Policy. The Small Purchase Threshold shall be as shown in Table 1: Procurement Thresholds below.
  - (B) "Informal Procurement Threshold" shall mean the maximum aggregate contract award value for which a procurement may be made using a simplified, quote-based method of competitive procurement in accordance with Subsection 10.10.3 of this Procurement Policy below. The Informal Procurement Threshold shall be as shown in Table 1: Procurement Thresholds below.

Table 1: Procurement Thresholds			
Threshold	Amount		
Small Purchase Threshold	\$5,000.00		
Informal Procurement Threshold	\$150,000.00		

- 10.8.2 Any procurement where the total aggregate contract award exceeds the Informal Procurement Threshold shall be made by using a formal competitive procurement method, as further discussed in **Subsection 10.10.4: Formal Procurements** below.
- 10.8.3 The amounts listed in **Table 1: Procurement Thresholds** for the Small Purchase Threshold and the Informal Procurement Threshold shall be initial thresholds as approved by the Board in August of 2024. Such amounts shall be subject to automatic adjustment every July of each even year thereafter, with such adjustment being based upon the Consumer Price Index for All Urban Consumers (CPI-U) in the South rounded up to the next highest multiple of 1000. The Procurement Director shall be responsible for timely updating the Procurement Procedures Manual to reflect the current adjusted Procurement Thresholds accordingly.
- 10.8.4 Procurements shall generally not be divided into more than one purchase order, project, or contract solely for the purpose of circumventing either of the Procurement Thresholds; however, procurements may be divided for other legitimate purposes, including without limitation providing small, minority, and women owned businesses a greater opportunity to participate in CFX's procurements.

### Section 10.9 Approval/Execution Thresholds

10.9.1 To optimize efficiency in the day-to-day business transactions of CFX, the Board hereby delegates the approval and execution authorities as found in **Table 2: Approval/Execution**Thresholds below.

Table 2: Approval/Execution Thresholds				
Total Aggregate Contract Award Value	Approval Authority	Procurement Contract Execution Authority		
≤ \$75,000.00	Procurement Director	Procurement Director		
> \$75,000.00 ≤ Informal Procurement Threshold	Procurement Director and Executive Director	Procurement Director with co-signature of Executive Director		
> Informal Procurement Threshold	Board	Procurement Director or Executive Director		

- 10.9.2 The monetary amounts shown in **Table 2: Approval/Execution Thresholds** above shall be adjusted every two years using the same methodology provided in **Subsection 10.8.3** above.
- 10.9.3 The Procurement Director is hereby authorized to delegate the approval and execution authority granted to them in this Section, as herein limited, to their designee upon receiving the approval of the Executive Director or the designee thereof to make such delegation.

10.9.4 The Executive Director is hereby authorized to delegate the approval and execution authority granted to them in this Section, as herein limited, to their designee as they seem reasonably necessary and appropriate.

### **Section 10.10 Methods of Procurement**

10.10.1 Unless otherwise exempted or otherwise permitted under this Procurement Policy, procurements shall be made using the methods described below. The specifics of each procurement method shall be included in the Procurement Procedures Manual.

### 10.10.2 Small Purchases

- (A) "Small Purchase(s)" shall mean procurements where the aggregate contract award value does not exceed the Small Purchase Threshold, with such threshold being as established in Section 10.8: Procurement Thresholds above.
- (B) Small Purchases may be made without soliciting competition so long as the purchasing user department or individual considers the price to be reasonable based on research, experience, and/or purchase history.
- (C) The user department or individual may secure the necessary pricing for Small Purchases on their own or request the assistance of the Procurement Department.

### 10.10.3 Informal Procurements

- (A) "Informal Procurement(s)" shall mean procurements where the aggregate contract award value exceeds the Small Purchase Threshold but does not exceed the Informal Procurement Threshold, each such threshold as established in Section 7.5: Procurement Thresholds above.
- (B) Unless otherwise exempted or permitted under this Procurement Policy, Informal Procurements shall be made using a simplified, quote-based method of competitive procurement.
- (C) At least three written quotes must be received before an Informal Procurement may be made. If, for some reason, three quotes cannot be obtained, the good faith attempts to receive three quotes must be documented prior to an Informal Procurement being made.
- (D) If the aggregate contract award value of the Small Purchase does not exceed \$75,000.00, the purchasing user department may secure the necessary written quotes on its own or request the assistance of the Procurement Department.
- (E) If the aggregate contract award value of the Small Purchase exceeds \$75,000.00, then the written quotes must be secured directly by the Procurement Department.
- (F) Any quotes received that would result in an aggregate contract award value exceeding the Informal Procurement Threshold shall be discarded.
- (G) The monetary amounts provided in Paragraphs (D) and (E) above shall be adjusted every two years using the same methodology provided in **Subsection 10.8.3** above.

#### 10.10.4 Formal Procurements

- (A) "Formal Procurement(s)" shall mean procurements where the aggregate contract award value exceeds the Informal Procurement Threshold, with such threshold being as established in Section 10.8: Procurement Thresholds above.
- (B) Unless otherwise exempted or permitted under this Procurement Policy, Formal Procurements shall be competitively awarded based on the submission of sealed competitive bids in response to invitations to bid, sealed competitive proposals submitted in response to a request for proposal, sealed competitive proposals submitted in response to a request for qualifications, or sealed competitive proposals submitted for competitive negotiation.
- (C) **Statutory Limitations.** When selecting the method by which to make a Formal Procurement, the Procurement Director shall be mindful of the following limitations of Florida law:
  - (1) Professional Services Consultants. Professional Services shall be acquired in compliance with the Consultants' Competitive Negotiation Act ("CCNA"), Section 287.055, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.
  - (2) **Construction Managers.** Construction Managers and/or Program Management Entities shall be acquired in compliance with Section 255.103, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.
- 10.10.5 Regardless of the method of procurement used, including Alternative Procurement Methods authorized in Section 10.11: Alternative Methods of Procurement below, Board approval is required for the award of any contract award with a total aggregate value that exceeds the Informal Procurement Threshold.

#### **Section 10.11 Alternative Methods of Procurement**

- 10.11.1 The Board hereby approves the use of alternative methods of procurement to those provided in Section 10.10: Methods of Procurement above, including without limitation the use of Cooperative Purchasing and Piggybacking so long as such alternative methods of procurement are:
  - (A) Competitive;
  - (B) Compliant with applicable law, as well as the letter and intent of this Procurement Policy as determined by the General Counsel or the designee thereof; and
  - (C) Determined to be in the best interest of CFX by the Procurement Director in consultation with the Executive Director.
- 10.11.2 The Approval/Execution Thresholds, as provided in **Section 10.9: Approval/Execution Thresholds** above, shall remain applicable regardless as to the Alternative Procurement Method used.
- 10.11.3 The Procurement Procedures Manual shall be revised to provide specific procedures that should be followed when using any such Alternative Method of Procurement prior to such Alternative Method of Procurement being used.

#### **10.12.1 Competition Waiver Requirements**

- (A) The Procurement Director may issue waivers from the competition requirements of this Procurement Policy to the extent authorized in this Section, or as otherwise expressly provided in this policy.
- (B) Even should a specific classification or type of procurement be deemed exempt from the competition requirements of this Procurement Policy, the Procurement Director may determine that such procurement should instead be obtained by competitive means if they believe so-doing to be practical, reasonable, and in the best interest of CFX.
- (C) Waivers of competition under this Procurement Policy shall not constitute waivers of any applicable provision of law that otherwise requires competition. As such:
  - (1) Waivers from competition for Construction Services may only be issued for awards where competition for such Construction Services would not otherwise be required under Section 255.20, Florida Statutes.
  - (2) Waivers from competition for Professional Services may only be issued for awards where compliance with the competitive selection and competitive negotiation provisions of Section 287.055, Florida Statutes, would not otherwise be required.
- (D) Unless otherwise expressly provided, a waiver of this Procurement Policy's competition requirements shall not be considered a waiver of any other requirement of this policy, including without limitation the Procurement Thresholds provided in **Section 10.8**: **Procurement Thresholds** above or the Approval/Execution Thresholds provided in **Section 10.9**: **Approval/Execution Thresholds** above.
- (E) Provided that it is permitted under applicable law, nothing in this Procurement Policy shall prevent the Board from waiving its own competition requirements based upon a finding by the Board, or recommendation from the Procurement Director and/or Executive Director, that so doing would best protect the public's health, safety, and welfare and/or further the mission and interests of CFX.

## 10.12.2 Emergency Purchase Waivers

- (A) "Emergency" shall mean:
  - (1) A reasonably unforeseen breakdown in machinery, or damage, destruction, or obstruction of machinery, roadway, or any property owned or operated by CFX;
  - (2) A threatened termination of an essential service:
  - (3) The development of a dangerous condition;
  - (4) The development of a circumstance causing the stoppage or slowdown of an essential service;
  - (5) A threat to the public health, welfare, or safety; and/or
  - (6) The opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

- (7) Regarding Construction Services, the definition of "Emergency" shall be limited to circumstances that meet the criteria set forth in Section 255.20(c)1., Florida Statutes, more specifically, if the construction project to be procured is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events such as an act of God, riot, fire, flood, accident, or other urgent circumstances, and such damage or destruction creates:
  - (a) An immediate danger to the public health or safety;
  - (b) Other loss to public or private property which requires emergency government action; or
  - (c) An interruption of an essential governmental service.
- (B) "Emergency Purchase" shall mean a procurement with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.
- (C) Waivers of competition may be issued for Emergency Purchases with limited or no competitive process, and without the requisite Board approval, when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.
  - (1) Under such Emergency circumstances:
    - (a) The Procurement Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases under the Informal Procurement Threshold: and
    - (b) The Executive Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases at any amount.
  - (2) All Emergency Purchases at or above the Formal Procurement Threshold shall be submitted to the Board for confirmation and approval at the next scheduled Board meeting practicable.

#### 10.12.3 Sole Source Procurement Waivers

- (A) "Sole Source Procurements" shall mean a Procurement where the only good or service that will produce the desired results, or that is the most appropriate for the given situation, is available from only one source of supply.
- (B) Sole Source Procurements of services must be available only from Vendors who are uniquely qualified to perform such services. Such lack of an alternative source must be determined only after a reasonably thorough analysis of the marketplace.
- (C) Compatibility to existing software or equipment shall be an acceptable justification for a waiver of competition requirements provided the item meets the other criteria within the definition of a Sole Source Procurement (i.e., available from only one source and only item that will produce desired results).
- (D) Maintenance agreements, including agreements regarding the maintenance of computers and related equipment, software, copiers, faxes, and other related office equipment, servers, network switches, and firewalls, are permitted Sole Source Procurements when there is a reasonable basis to conclude that such agreements are in CFX's best interest or when maintenance from other contractors will void an equipment warranty.

10.12.4 Lack of Adequate Competition. The Procurement Director may waive the competition requirements of this policy in circumstances where there is an established lack of adequate competition available in the marketplace, as determined after at least one unsuccessful solicitation.

### **Section 10.13 Exemptions from Competition**

- 10.13.1 Due to the specific nature of each of the procurement types and classifications provided for in this Section, they are hereby exempt from this Procurement Policy's competition requirements. No documented waiver of this policy's competition requirements shall be required for any procurement deemed exempt hereunder.
- 10.13.2 Unless otherwise expressly provided, exemption from this Procurement Policy's competition requirements shall not be considered exemption from any other requirement of this policy, including without limitation the Procurement Thresholds provided in Section 10.8: Procurement Thresholds above or the Approval/Execution Thresholds provided in Section 10.9: Approval/Execution Thresholds above.

## 10.13.3 Exempted Procurement Types and Classifications

- (A) Small Purchases, as discussed in **Section 10.10.2: Small Purchases** above;
- (B) The purchase of regulated services, such as telephone, electricity, natural gas, water, or similar services where rates or prices are fixed by legislation or by federal, state, county, or municipal regulations. The purchase of internet services is additionally exempt under this provision;
- (C) P-Card and petty cash purchases made in accordance with established CFX procedures;
- (D) Dues and memberships in trade or professional organizations;
- (E) Subscriptions for periodicals or professional research platforms or databases;
- (F) The direct purchase of advertisement and advertising services; however, not to include the procurement of the services of an advertising agency which must be competed;
- (G) Postage costs;
- (H) Legal services, paralegal services, appraisal services, mediators, hearing officers, expert witnesses, and court reporters;
- (I) Abstracts of titles for real property and title insurance for real property;
- (J) Copyrighted materials and/or patented materials;
- (K) Artistic services, including the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording;
- (L) Job-related travel; seminars; tuition; registration fees; and training;
- (M) Blanket purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance;

- (N) Direct contracts for goods and/or services between CFX and any other state, county, special district, municipal government, state college or university, and/or any other governmental agency or political subdivision;
- (O) Food related to an authorized function; and
- (P) Employment agreements.
- 10.13.4 Notwithstanding anything in this Procurement Policy to the contrary, in connection with any procurement by CFX of services related to a potential capital markets transaction to which CFX may be a party, including, without limitation, the issuance of bonds or other debt instruments or the entry by CFX into derivative financial arrangements either the Chair of the Board or the Executive Director may direct, as they deem it to be in the best interests of CFX, that CFX procure such services in a manner customarily employed by state and other local governmental entities. The Executive Director shall ensure that any such alternate means of procurement is done in a fair and objective manner and in as competitive a manner as is practicable under the circumstances. Services that may be procured by such alternate means include, without limitation, credit enhancement, reserve sureties, and other similar services.

#### **Section 10.14 Emergency Suspension of Procurement Policy**

- 10.14.1 The Executive Director is authorized to, during a State of Emergency applicable to any part of the CFX Area of Service as declared by the federal government, state government, and/or any local government, temporarily suspend the applicability of this Procurement Policy until the earliest of the following dates:
  - (A) The date on which the applicable State of Emergency expires, unless renewed by the declaring government; or
  - (B) The date of the next Board meeting when such temporary suspension may be approved or rescinded by the Board.
- 10.14.2 In the event of such suspension, waivers of competition shall not be necessary for purchases; however, the Procurement Department shall make a reasonable attempt to maintain control of costs through negotiation and competition whenever practicable.
- 10.14.3 Any procurement made during the time this Procurement Policy was suspended must:
  - (A) Comply with applicable law; and
  - (B) Be documented and presented to the Board as an information item at the next Board meeting practicable.

#### **Division III: Procurement Programs**

#### **Section 10.15 Purchasing Card Program**

10.15.1 A Purchasing Card Program ("P-Card Program") is hereby established to provide authorized CFX employees with the ability to make minor purchases on behalf of CFX using a CFX charge card, so long as such purchases do not exceed the limit set by the Procurement Procedures Manual as approved by the Executive Director.

- 10.15.2 All goods and/or services purchased under this P-Card Program shall be in accordance with the requirements of the Procurement Procedures Manual.
- 10.15.3 The Procurement Department shall be responsible for managing the P-Card Program and ensuring compliance with the Procurement Procedures Manual

### **Section 10.16 Owner Direct Purchase Program**

- 10.16.1 When a government entity buys materials for use in a public works construction project, such purchases may be exempt from sales tax should such entity follow certain procedures. Direct purchase of materials by a government entity for use in a public works construction project is commonly referred to as an "Owner-Direct Purchase Program" ("ODP Program").
- 10.16.2 There is hereby established an ODP for CFX. It shall be the policy of CFX to, whenever reasonable, practical, and appropriate, include language in the project specifications for its public works construction projects that gives CFX the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor. This option will allow CFX to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to CFX.
- 10.16.3 All purchases made under the ODP program must comply with applicable Florida law.
- 10.16.4 CFX's Director of Construction and the Procurement Director shall be responsible for determining the practicality and appropriateness of the direct purchase option on a per project basis. If the ODP option is not exercised for a project, a memo, signed by the Director of Construction and the Procurement Director, shall be placed in the project file giving the specific reasons why the ODP option was not exercised.
- 10.16.5 Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Procurement Director is authorized to approve an ODP regardless of the amount.

#### Section 10.17 Emerging and Developing Technology Pilot Program

- 10.17.1 It is the Board's policy that CFX continues to be on the cutting edge of emerging and developing technologies that may assist CFX in meeting its growing maintenance and operational needs. As such, an Emerging and Developing Technology Pilot Program ("EDT Pilot Program") is hereby established so that CFX may engage in pilots of emerging and/or developing technology and/or software solutions without requiring competitive procurement.
- 10.17.2 Under this EDT Pilot Program, emerging and/or developing technology or software solutions shall be exempt from the competition requirements of this Procurement Policy so long as:
  - (A) The purpose of the subject pilot is to test and/or refine a technology or software solution that is still in development and is not readily available on the commercial market for purchase;
  - (B) The pilot is provided, managed, and administered by the Contractor either for free, or for a nominal amount associated only with the actual direct costs incurred by the Contractor, with no consideration of profit or administrative overhead being payable by CFX; and

- (C) The Chief of Technology/Operations deems CFX's participation in such a pilot program to be of interest to CFX based upon criteria to be developed and set forth in the Procurement Procedures Manual.
- 10.17.3 In all pilot program Contracts, CFX shall incorporate provisions:
  - (A) Clarifying that CFX's participation in any such pilot shall not be considered an endorsement of the technology and/or software solution by CFX and prohibit the use of CFX's name or status as a participant in the pilot in any of the Contractor's sales, promotion, and/or marketing efforts;
  - (B) Prohibiting any private branding of the technology and/or software being piloted; and
  - (C) Granting CFX the option to procure use of the applicable emerging and/or developing technology should, after completion of such pilot program, the Chief of Technology/Operations:
    - (1) Determines that the pilot program was successful; and
    - (2) In consult with the Executive Director, deems exercising such option would be in the best interest of CFX.

#### **Section 10.18 Rapid Response Program**

- 10.18.1 It is the Board's policy that expedited procurement for minor public construction, repair, and maintenance projects is often needed to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX. As such, the Board hereby establishes a Rapid Response Program (the "RR Program"). The goal of the RR Program is that such expedited procurements will progress from identification of the project to commencement of construction is less than 60 days.
- 10.18.2 "Rapid Response Contract(s)" shall be task-order based contracts utilized for minor public construction and maintenance projects that require expedited procurement and construction to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX.
- 10.18.3 Rapid Response Contracts shall be procured by public invitation to bid for specific types of work based upon unit prices. Pools of rapid response contractors shall be populated with contractors that meet the specified qualifications and are able to provide expedited work. A minimum number of at least three contractors shall be preferred for each type of work, with each such contractor being awarded separate Rapid Response Contract.
- 10.18.4 Task orders issued under Rapid Response Contracts shall be limited to construction of minor improvements and/or performance of repair or maintenance to a public building, structure, or other public construction works that do not exceed the threshold amounts set for construction and electrical work provided in Section 255.20(1), Florida Statutes, as adjusted in accordance with Section 255.20(2), Florida Statutes.
- 10.18.5 Rapid Response Contracts shall require that task orders issued thereunder shall be competed among the task-applicable pool of rapid response contractors.
- 10.18.6 Compensation owed to rapid response contractors under each Rapid Response Contract shall not exceed an aggregate contract award value, inclusive of all tasks issued thereunder, of \$2,000,000.00 per rapid response contractor per year.

10.18.7 The Procurement Director is hereby authorized to approve and execute all task orders issued under any Rapid Response Contract, so long as the aggregate annual amount of all such task orders so-approved and executed does not exceed the limit set forth in **Subsection 10.18.6** above.

#### **Section 10.19 Environmental Procurement Program**

- 10.19.1 It shall be the policy of the Board to support the purchase of recycled and environmentally preferred products, when practical, in an effort to minimize environmental impacts of the goods and services procured by CFX. In the context of this Section, "practical" is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.
- 10.19.2 To implement this provision, the Procurement Department shall develop a procedure that:
  - (A) Encourages the use of recycled/recyclable materials through procurement practices with vendors, contractors, businesses, and other governmental agencies.
  - (B) Adopts the use of recycled supplies/materials as a priority.
  - (C) Generates less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed of.
  - (D) Gives preference, where items are of a similar cost, to those that are manufactured with a high recycled content or are environmentally preferable.
  - (E) Provides for training and raising the awareness of CFX employees to ensure they consider environmental issues in procurement decisions.
- 10.19.3 Nothing in this provision or in the Procurement Procedures Manual shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

#### Section 10.20 Small Sustainable Business Program

- 10.20.1 A Small Sustainable Business Enterprise Program is hereby established as a procurement method to expedite the bidding and award process for small contracts between \$50,000.00 and \$200,000.00. The Procurement Procedures Manual includes the process and guidelines for administering the Program.
- 10.20.2 Small Sustainable Business Enterprise Program to the extent the Executive Director can authorize advertisement and award of small contracts valued between \$50,000.00 and \$200,000.00 each in order to expedite the bidding and award process. Each award by the Executive Director shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.

#### **Section 10.21 Contract Standardization**

- 10.21.1 Standard CFX boilerplates for contracts, amendments, supplemental agreements, renewals, and similar documents shall be developed and used whenever possible. The Procurement Director shall work with General Counsel to develop such standardized boilerplates.
- 10.21.2 General Counsel may decide, using their sole professional discretion, to update and revise such standardized boilerplates from time to time. The Procurement Director shall additionally be responsible for making suggested revisions to the standardized boilerplates for approval by General Counsel should the Procurement Director believe such revision would best serve CFX and its procurement objectives.

#### Section 10.22 General Counsel's Review and Approval Obligation

#### 10.22.1 Small Purchase Procurement Review

- (A) General Counsel shall not generally be required to review, approve, or sign-off on any Small Purchase Procurement contracts or purchase orders.
- (B) The foregoing notwithstanding, should the Procurement Director or Risk Management, using their sole professional discretion and due to the particular nature of such procurement, believe that legal review, approval, or sign-off of a Small Purchase contract or purchase order by General Counsel is merited, General Counsel shall provide such review upon request.

#### 10.22.2 Informal and Formal Procurement Review

- (A) Once a particular boilerplate has been standardized with the review and approval of General Counsel, Informal and Formal Procurements may be made using such standardized boilerplates without further review, approval, or sign-off from General Counsel so long as:
  - (1) No change or amendment has been made to the standardized boilerplate's language as most recently approved by General Counsel; and
  - (2) The applicable vendor has not added any additional terms and/or conditions.
- (B) General Counsel is required to review, approve, and sign-off on Informal and Formal Procurements where the applicable standardized boilerplate's language has been altered in any manner from the language most recently approved by General Counsel.
- (C) It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain vendors, and financial institutions may preclude the use of standard CFX boilerplate documents. In such instances, review, approval, and sign-off of such non-standard documents by the General Counsel for Informal and Formal Procurements must be received prior to the following applicable date:
  - (1) For Informal Procurements, prior to execution of the contract as authorized in **Section 10.9: Approval/Execution Thresholds** above.
  - (2) For Formal Procurements, prior to approval by the Board.

#### 10.23.1 Contract Terms

- (A) The Procurement Director is hereby granted the authority to, within the limitations set forth in this Subsection, determine the initial and renewal terms of a procurement contract based on the nature of the procurement.
- (B) Unless otherwise provided in this Procurement Policy, no procurement contract may have an initial term that exceeds five years, nor shall any one renewal period exceed the length of the initial term. A procurement contract may contain multiple renewal periods; however, the sum of the initial term and all renewal periods may not cumulatively exceed ten years in length.
- (C) Contracts for "continuing contracts", as defined in Section 287.055(2)(g), and contracts for Specialized Services shall have initial and renewal terms set in compliance with Paragraph (B) above; however, in regard to any work or tasks outstanding at the time of contract expiration, the terms and conditions of such contracts may continue to run without need for extension or renewal of the contract until either the Consultant's satisfactory completion of such tasks or termination of the contract by CFX.
- (D) Project-specific Professional Services contracts and contracts for Construction Services shall have no term, and instead shall be based on project schedules and continue in full force and effect until either the specific project for which the procurement was made has been satisfactorily completed by the Contractor or the contract is terminated in compliance with the terms and conditions therein.
- (E) Rapid Response Contracts shall have a term no longer than three years with no renewals; however, the terms and conditions of such contracts shall continue to run with any tasks outstanding at the time of expiration of the rapid response contract until the Contractor's satisfactory completion of such tasks without need for extension or renewal of the Contract.

## 10.23.2 Major Sub-Vendor Requirements

(A) All contracts for Professional Services and Specialized Services shall contain a "Major Sub-Vendor" provision in substantially the following form, with the terms "Contractor" and "Consultant" used as appropriate:

"If, during the term of this Contract and any renewals hereof, the Contractor/Consultant desires or intends to provide payment to a subcontractor, subconsultant, and/or service provider (collectively "Sub-Vendor") that was not disclosed by the Contractor/Consultant to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed \$75,000.00, the Contractor/Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by the Contractor/Consultant under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Contractor/Consultant may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the

Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

CFX shall not be responsible to Contractor/Consultant for any payments made or obligated to any such Sub-Vendor in excess of \$75,000.00 should Contractor/Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision."

(B) The monetary amounts in the above provision shall be adjusted every two years using the same methodology provided in **Subsection 10.8.3** above.

### Section 10.24 Amendments, Renewals, and Extensions

#### 10.24.1 Amendments

- (A) The Procurement Director is hereby authorized to approve and execute contract amendments and/or supplemental agreements related to contracts for Informal Procurement so long as such amendments and/or supplemental agreements would not result in the aggregate contract award value exceeding the Informal Procurement Threshold.
- (B) If the amendment and/or supplemental agreement to such an Informal Procurement contract would increase the aggregate contract award value to an amount exceeding the Informal Procurement Threshold, then such amendment and/or supplemental agreement requires approval from the Board prior to execution by the Procurement Director.
- (C) The Procurement Director is hereby authorized to approve and execute contract amendments and/or supplemental agreements that increase the aggregate contract value for Formal Procurement contracts approved by the Board up to a cumulative amount of 10% or \$250,000.00, whichever amount is lower. Thereafter, Board approval shall be required for any subsequent contract amendments and/or supplemental agreements, unless otherwise provided by the Board. This approval and execution authority shall be in addition to any allowances the Board may have already approved as part of the contract.
- (D) Amendments that change the substance of the procurement contract's terms and conditions, other than increases in amount and time as provided for in this Section, must be reviewed and receive the sign-off of the General Counsel or their designee.

#### 10.24.2 Extensions/Renewals

- (A) The Procurement Director is hereby authorized to approve and execute extensions and/or renewals of the term of any procurement contract, so long as so-doing is either at no additional increase in the aggregate contract award value or such extension and/or renewal is additionally in compliance with the provisions of **Subsection 10.24.1**: **Amendments** above.
- (B) Should there be no remaining renewal periods on a procurement contract's term, an extension may be for additional time only, and only for the reasonable time needed to procure a new contract in compliance with the provisions of this Procurement Policy, unless otherwise approved by the Board.

(C) The decision to renew and/or extend a procurement contract or to request that the Board renew and/or extend contract shall be made by the appropriate management-level personnel of the purchasing user department in consult with the Procurement Director.

#### **Section 10.25 Termination of Contract**

- 10.25.1 The Executive Director or any applicable Division Chief is authorized to terminate any procurement contract entered into by CFX with any contractor so long as such termination is in compliance with the terms and conditions of such contract and applicable law.
- 10.25.2 The necessary actions for effectuating such termination shall be coordinated with the General Counsel and the Procurement Director.

# CONSENT AGENDA ITEM #13

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# **MEMORANDUM**

TO:	CFX Board Members		
FROM:	Aneth Williams Director of Procurement		
DATE:	July 17, 2024		
SUBJECT:	Approval of Purchase Order to Converge Technology Solutions US, LLC for Managed Infrastructure Services		
LLC in the an piggybacked p	nount of \$185,658.40 for Mana	ase order to Converge Technology Solutions US, ged Infrastructure Services. This will be a da State Technology Solutions Products and	
-		ing, detection and response from CFX's devices to frastructure and systems for a three year period.	
This purchase	is included in the OM&A Buc	get.	
Reviewed by:	Rafael Willian	Jame D_	
	Rafael Millan	Jim Greer	
	Director of IT		

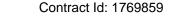
# CONSENT AGENDA ITEM #14

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# **MEMORANDUM**

TO: **CFX Board Members** Aneth Williams Will Director of Procurement FROM: DATE: July 18, 2024 Approval of Maintenance Agreement with AT&T SUBJECT: for Dedicated Internet and Bandwidth Services Board approval is requested to enter into a maintenance agreement with AT&T in the amount of \$95.755.68 for dedicated internet and bandwidth services. This agreement is for three years. This Agreement is included in the OM&A Budget.

Reviewed by: Rafael Millan Director of IT





AT&T MA Reference No. 148606UA AT&T PS Contract ID MIS14706007

# AT&T DEDICATED INTERNET PRICING SCHEDULE

Customer	AT&T
CENTRAL FLORIDA EXPRESSWAY AUTHORITY	AT&T Enterprises, LLC
Street Address: 4974 ORL TOWER RD	
City: ORLANDO State/Province: FL	
Zip Code: 32807 Country: United States	
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: JIM GREER	Name: CAMILLA MARTIN
	Street Address: 12150 RESEARCH PKWY
	City: ORLANDO State/Province: FL
	Zip Code: 32826 Country: United States
	Telephone: 4074551649
	Email: cm3627@att.com
	Sales/Branch Manager: ERIK LINDBORG SCVP Name: JOE S DRYGAS
'	Sales Strata: Retail Sales Region: USA
, , ,	With a copy (for Notices) to:
	AT&T
	208 S. Akard Street
	Dallas, TX 75202
	ATTN: Master Agreement Support Team
	Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable)	
Name: Company Name:	
Agent Street Address: City: State: Zip Code: Country:	
Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and shall become effective when signed by authorized representatives of both parties ("Effective Date").

Customer (by its authorized representative)	AT&T . (by its authorized representative)
By: Name:	By: Name:
Title:	Title:
Date:	Date:

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Contract Id: 1769859

AT&T MA Reference No. 148606UA AT&T PS Contract ID MIS14706007

# AT&T DEDICATED INTERNET PRICING SCHEDULE

This Pricing Schedule shall replace and supersede in its/their entirety the following AT&T Dedicated Internet ("ADI"), Service Order Attachment(s) and/or Pricing Schedule(s) between AT&T and Customer:

MIS14110829	

#### 1. SERVICES

Service	Service Publication Location	
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS	
AT&T Bandwidth Services <a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>		

#### 2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term* 36 months	
Pricing Schedule Term Start Date Effective Date of this Pricing Schedule	
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

<sup>\*</sup>Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

#### 3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

<sup>\*</sup>The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

#### 4. RATES (US Mainland, and HI only)

Section I: AT&T Dedicated Internet

Access Bandwidth -

**Table 1: DNS Services** 

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of	\$100 per DNS increment
zone file data)	
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150	\$100 per DNS increment
Kilobytes of zone file data)	

#### Table 2: ADI Tele – Installation

**Discount: 100.00%** 

ADI Speed	Undiscounted ADI	Undiscounted ADI w/ Managed Router
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500

AT&T and Customer Confidential Information

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MIS Standard 2014 Rate Plan ROME ID: 1-NPK7ZN2

#### AT&T DEDICATED INTERNET PRICING SCHEDULE

Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500#	\$1,500**#
10 Gig Ethernet* and up	\$1,500#	\$1,500

<sup>\*</sup> Service not available with MPLS PNT.

Table 3: On-Site Installation

**Discount: 100.00%** 

ADI Speed	Undiscounted ADI w/ Managed Router Only
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

<sup>\*</sup> Pricing also applies to Service locations in Alaska.

**Table 4: LAN IP Block Size** 

IPv4 LAN IP Block Size	Undiscounted MRC	Discount
/28	\$112	0.00%
/27	\$224	0.00%
/26	\$448	0.00%
/25	\$896	0.00%
/24	\$1,792	0.00%
/23	\$3,584	0.00%
/22	\$7,168	0.00%
/21	\$14,336	0.00%
/20	\$28,672	0.00%
/19	\$57,344	0.00%

Table 5: Flexible Bandwidth Billing Option – Ethernet\*

Discount applied to ADI & ADI w/Managed Router Discount: 10.00%			Incremental Usage Fee Discount: 10.00%
This discount applies to all Tiered Bandwidth Minimum Commitments in this table			This discount applies to all Tiered Bandwidth
unless an override discount is indicated.		Minimum Commitments in this table unless an	
		override discount is indicated.	
Tiered Bandwidth	ADI Undiscounted	ADI with Managed Router	Undiscounted Incremental Usage Fee
Minimum Commitment	Monthly Fee Undiscounted Monthly Fee		Per Mbps
Discount applied to ADI & ADI w/ Managed Router for the following:		Incremental Usage Fee Discount for the following:	
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510

**AT&T and Customer Confidential Information** 

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<sup>\*\*</sup>Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only. # Pricing also applies to Service locations in Alaska.

# AT&T DEDICATED INTERNET PRICING SCHEDULE

1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
	ADI & ADI w/ Managed Rou	•	Incremental Usage Fee Discount for the following:
10 Mbps	\$268	\$396	\$198
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
	ADI & ADI w/ Managed Rou		Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
	ADI & ADI w/ Managed Rou	-	Incremental Usage Fee Discount for the following:
50 Mbps	\$813 \$946	\$955 \$4.400	\$95.50
60 Mbps		\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
	ADI & ADI w/ Managed Rou		Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
	I & ADI w/ Managed Router f		Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
Discount applied to AD	I & ADI w/ Managed Router f	or the following: 87.28%	Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
	\$4,117	\$5,000	\$40.19
622 Mbps	ψ+, ι ι ι		
		17	Incremental Usage Fee Discount for the following:
	ADI & ADI w/ Managed Rou	17	Incremental Usage Fee Discount for the following: \$37.43

AT&T and Customer Confidential Information

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# AT&T DEDICATED INTERNET PRICING SCHEDULE

900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

<sup>\*</sup> Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees

**Discount: 94.00%** 

Speed	Class of Service Monthly Fee – List Price*# (w/ or w/out Managed Router
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps** <sup>†</sup>	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

<sup>\*</sup> Charges waived for Sites with AT&T BVoIP Service.

Table 7: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees

**Discount: 94.00%** 

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee*#
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640

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<sup>\*\*</sup>no real-time class available.

<sup>(†)</sup> Speed not available with MPLS PNT.

<sup>#</sup> Pricing also applies to Service locations in Alaska.

7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 – 45 Mbps	\$2,750
45.01 – 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 – 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

<sup>\*</sup>Charges waived for Sites with AT&T BVoIP Service.

\*\* Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

Table 8: Class Of Service Option – Aggregate Billing Option\*\* - Monthly Service Fees

**Discount: 94.00%** 

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee*#
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

<sup>\*</sup>Charges waived for Sites with AT&T BVoIP Service.

Table 9: Class Of Service Option - Installation Fees

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MIS Standard 2014 Rate Plan ROME ID: 1-NPK7ZN2

<sup>\*\*</sup>Not available with MPLS PNT.

**Discount: 100.00%** 

Class of Service Undiscounted Installation Fee*#	\$1,000

<sup>\*</sup>Charges waived for Sites with AT&T BVoIP Service.
# Pricing also applies to Service locations in Alaska.

Table 6: Local Access without Diversity

Site Location Information	Access Zone/Type*	Access Speed	NRC	MRC
4794 ORL TOWER RD ORLANDO FL 32807	2	250 Mbps	\$0.00	\$900.00
8306 State Rd 408 Orlando FL 32818	2	250 Mbps	\$0.00	\$900.00
* Zones with 'Ded' indicate Ded	icated Service. Zones wi	thout 'Ded' indicate Switc	hed Service.	

Section II: AT&T Business in a Box<sup>SM</sup>

Table 1: Service Component Replacement - Next Business Day Shipped (5x8) Monthly Charges

**Discount: 100.00%** 

Service Component / Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$70
Base Unit 24 Port	\$30
Base Unit High Bandwidth	\$75
8 Port Analog Module Add-On	\$35

<sup>\*</sup> Pricing also applies to Service locations in Alaska

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

**Discount: 100.00%** 

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$95
Base Unit 24 Port	\$35
Base Unit High Bandwidth	\$85
8 Port Analog Module Add-On	\$40

<sup>\*</sup> Pricing also applies to Service locations in Alaska

Table 3: Life-Cycle Management Charges - Service Charges

**Discount: 100.00%** 

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price *
Additional Service	\$260
Delete Service	\$500

<sup>\*</sup> Pricing also applies to Service locations in Alaska.

Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only

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MIS Standard 2014 Rate Plan ROME ID: 1-NPK7ZN2

Contract Id: 1769859

Discount: 100.0%

Class of Service Monthly Service Fee	\$225*

<sup>\*</sup> Pricing also applies to Service locations in Alaska.

## Table 5: IP Version Change

**Discount: 100.00%** 

IP Version Change – Per Site, Per Occurrence	\$500*

<sup>\*</sup> Pricing also applies to Service locations in Alaska.

#### Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

<sup>\*</sup>Subject to availability, pricing also applies to Service locations in Alaska

This is the last page of the Pricing Document.

# CONSENT AGENDA ITEM #15

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **MEMORANDUM**

TO: CFX Board Members

FROM: Tom Chully

Director of Service Strategy

DATE: July 16, 2024

SUBJECT: Approval of Interlocal Agreement Between CFX and the Seminole County Tax

Collector (SCTC) to Distribute E-PASS Sticker Tags

Te ) Chily

Board approval of an Interlocal Agreement for SCTC to distribute E-PASS sticker tags at their offices at no cost to CFX is requested.

Reviewed by:

Jim Greer

Chief of Technology & Operations

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

www.cfxway.com **EPASS** 

#### INTERLOCAL AGREEMENT

between

#### SEMINOLE COUNTY TAX COLLECTOR

and

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

regarding

#### **DISTRIBUTION OF E-PASS STICKER TAGS**

This Interlocal Agreement (the "Agreement") for distribution of E-PASS Sticker Tags is made and entered into as of the last date of execution below (the "Effective Date"), by and between J.R. KROLL, AS SEMINOLE COUNTY TAX COLLECTOR ("SCTC"), and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public body corporate and politic created and existing pursuant to Chapter 348, Part III of the Florida Statutes ("CFX"). The SCTC and CFX are sometimes jointly referred to as the "Parties" or individually referred to as a "Party".

#### WITNESSETH:

- **WHEREAS**, SCTC and CFX are both public agencies authorized to enter into this Agreement pursuant to Chapter 163, Part I, Florida Statutes; and
- **WHEREAS**, CFX is entitled to collect toll fees from motor vehicles pursuant to section 348.754(2)(f), Florida Statutes (the **"Fees"**); and
- **WHEREAS**, CFX operates E-PASS, the first electronic toll collection system in Florida. CFX's E-PASS Sticker Tag is accepted on toll roads and most bridges in Florida, Georgia, and North Carolina.
- **WHEREAS**, pursuant to Chapter 320, Florida Statutes, Florida County Tax Collectors are designated agents of the Department of Highway Safety and Motor Vehicles for the purpose of issuing tag renewals, tag replacements, and tag transfers, and collecting the fees associated with such transactions (the **"Transaction"** or **"Transactions"**); and
- **WHEREAS**, SCTC cannot complete a Transaction if the related motor vehicle has outstanding Fees owed to CFX; and
- WHEREAS, SCTC and CFX have determined that it would be in the best interest of the public for SCTC to provide CFX's E-PASS Sticker Tags ("E-PASS Sticker Tags") at SCTC offices so customers can automatically pay tolls at a discount without having to pay with cash or receive a Pay By Plate invoice; and
- **WHEREAS**, SCTC and CFX have determined, for the purposes of economies of scale, and furthering practical, efficient, and accountable service to the public, that the Parties will derive mutually beneficial results by entering into this Agreement.
- **NOW, THEREFORE,** in consideration of the mutual benefits and the terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:
  - 1. **Recitals:** The Recitals set forth above are true and correct and incorporated herein.

- 2. <u>Scope of Agreement:</u> The terms of this Agreement shall apply to all E-PASS Sticker Tags maintained and distributed by SCTC at its physical offices located in Seminole County. This Agreement shall be implemented at the following locations:
  - a. Altamonte Springs 150 North Westmonte Drive, Altamonte Springs, FL 32714
  - b. Casselberry 104 Wilshire Boulevard, Casselberry, FL 32707
  - c. Lake Mary 845 Primera Boulevard, Lake Mary, FL 32746
  - d. Oviedo 1490 Swanson Drive, Suite 100, Oviedo, FL 32765
  - e. Sanford 1101 East 1st Street, Sanford, FL 32771
  - f. Winter Springs 1495 East State Road 434, Winter Springs, FL 32708

The Parties also reserve the right to install kiosks that dispense E-PASS Sticker Tags at the Altamonte Springs, Casselberry and Lake Mary locations if the Parties mutually agree in writing to do so.

 E-PASS Sticker Tag Fees: CFX shall provide SCTC with E-PASS Sticker Tags free of charge.

#### 4. Tax Collector Service Charges:

- a. SCTC may collect a service charge of \$1.15 per E-PASS Sticker Tag from each customer (the "Service Charge"), which shall be earned and kept by SCTC upon collection. SCTC shall retain all monies collected via the E-PASS Sticker Tag Service Charges and shall not remit any such monies to CFX.
- b. The Service Charge shall be adjusted for inflation by adjusting the service charge each July 1 using the April annual increase to the Consumer Price Index for all Urban Consumers (CPI-U) in the South. CFX will notify the SCTC of the new service charge amount by May 31 that will be used starting July 1.
- <u>CFX Fees:</u> CFX hereby agrees to pay to SCTC <u>\$To Be Determined</u> per month per kiosk location. Payments to SCTC shall be made to: Seminole County Tax Collector, P.O. Box 630, Sanford, FL 32772.

#### 6. **Inventory:**

- a. SCTC may submit monthly orders of E-PASS Sticker Tags as outlined in the *E-PASS Sticker Tag Distribution between the Central Florida Expressway (CFX) and the Seminole County Tax Collector's Office (SCTC)* procedures document.
- b. Upon receipt of E-PASS Sticker Tags, SCTC shall verify the quantity and inventory sequence match the packing slip provided by CFX. SCTC shall inspect E-PASS Sticker Tags to verify packaging is in good condition.
- c. SCTC shall integrate E-PASS Sticker Tags into their inventory management and securely store E-PASS Sticker Tags.
- d. SCTC shall provide CFX with a monthly report that documents the E-PASS Sticker Tags provided by CFX and the number of E-PASS Sticker Tags distributed to customers at SCTC office locations.

- 7. <u>Not a Purchase Agreement:</u> This Agreement does not involve the purchase of goods or services by either Party. Rather, SCTC is only collecting a Service Charge hereunder in a fair and equitable manner for its administrative costs incurred through this Agreement.
- 8. <u>Term of Agreement:</u> The Term of this Agreement shall be for a period of one (1) year from the Effective Date and shall renew automatically on each anniversary of the Effective Date, unless either Party gives written notice of its intent to terminate the Agreement pursuant to paragraph 8.
- 9. Early Termination: This Agreement may be terminated for any reason and without cause by either Party upon sixty (60) days prior written notice to the other Party. Further, the Parties reserve the right to terminate this Agreement immediately if the Parties mutually determine that any part of this Agreement has become illegal or contrary to any applicable law, rule, regulation, or public policy, or if the Agreement is declared to be illegal by a court of competent jurisdiction. Notwithstanding, if any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire Agreement shall be severable and remain in effect. In the event of any such termination, SCTC shall promptly return to CFX any E-PASS Sticker Tags that have not yet been distributed under this Agreement.
- 10. **Notices:** All notices, demands, requests, or other instruments shall be given by depositing the same in the pre-paid, certified U.S. mail, facsimile, or overnight mail.

If to SCTC: Seminole County Tax Collector

P.O. Box 630 Sanford, FL 32772

Email: jrkroll@seminolecounty.tax

If to CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attention: Executive Director Facsimile number: 407-690-5034

With a copy to: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attention: General Counsel

Facsimile number: 407-690-5033

Either Party may change the address for notices at any time by notice to the other Party at the most recent address provided by either Party.

- 11. <u>Audits and Inspections:</u> SCTC shall maintain, in accordance with generally accepted accounting principles and procedures, records of all E-PASS Sticker Tags received and distributed, as well as the Service Charges collected pertaining to this Agreement. SCTC shall ensure that such inventory and Service Charge records are available for examination and inspection by CFX during normal business hours.
- 12. <u>Liability:</u> Each Party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors, and agents. However, nothing contained

herein shall constitute a waiver or expansion by either Party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

13. Force Majeure: Neither Party shall be liable for any damages, costs, expenses, or other consequences incurred by the other Party or by any other person, company, firm, or entity as a result of delay in or inability to deliver any product or service due to circumstances or events beyond the reasonable control of that Party, including, without limitation: (1) acts of God or nature; (2) change in, additions to, or the interpretation of any applicable law, rule, regulation, or ordinance; (3) strikes, lockouts, or other labor actions or labor problems; (4) transportation delays, whether physical or electronic; (5) unavailability of supplies, equipment, or materials; (6) fire or explosion; (7) riot, terrorism, military action, usurpation of power, or any attempt to usurp power; or (8) actions or failures to act on the part of any governmental agency or authority other than those that are Party to this Agreement.

#### 14. Miscellaneous:

- a. Neither Party may assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.
- b. This Agreement may not be modified, amended, changed, or altered, and no rights or responsibilities hereunder may be waived except through a written instrument signed by the SCTC and CFX.
- c. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.
- d. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Seminole County, Florida.
- e. In the event that any dispute should arise between SCTC and CFX with respect to this Agreement, each Party shall be responsible for the payment of its own attorney's fees, whether incurred pre-trial, at trial, or upon appeal.
- 15. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be recorded in the official records of Seminole County, Florida, and Orange County, Florida. CFX shall be responsible for the recordation and shall furnish SCTC with a recorded copy.

[ SIGNATURES ON FOLLOWING PAGE ]

Florida Expressway Authority, signing	nereto have made and executed this Agreement: Centra by and through its Executive Director, authorized to the 8 <sup>th</sup> day of August, 2024, and Seminole Tax Collector ly authorized to execute same.
	SEMINOLE COUNTY TAX COLLECTOR  By:
	Name; J.R. KROLL
	Title: Seminole County Tax Collector  Date: 7/25/2024
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ATTEST: Regla ("Mimi") Lamaute Manager of Board Services	By: Michelle Maikisch, Executive Director
	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority for its sole and exclusive reliance.
	Ву:
	Name:
	Title:

# CONSENT AGENDA ITEM #16

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: July 19, 2024

SUBJECT: Approval of Contract Award to Michael Baker International, Inc. for

Professional Engineering Consultant Services for Systemwide Sustainability

Study Update

Project No. 599-438, Contract No. 002075

The Board approved on March 14, 2024, the final ranking and authorization to negotiate with firms for Professional Engineering Consultant Services for Systemwide Sustainability Study Update.

The study to be performed consists of evaluating and providing updates to the recommendations included in the 2019 Sustainability Study.

Board award of the contract to Michael Baker International, Inc. is requested in the amount of \$375,000.00.

This contract is included in the Five-Year Work Plan.

Reviewed by: Bryan Homayouni, P.E.

Director of Intelligent Transportation

Systems

Glenn Pressimone, P.E.

# **AGREEMENT**



### **AND**

MICHAEL BAKER INTERNATIONAL, INC.

PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR SYSTEMWIDE SUSTAINABILITY STUDY UPDATE

**CONTRACT NO. 002075, PROJECT NO. 599-438** 

**CONTRACT AMOUNT: \$375,000.00** 

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND NON-CONFLICT DISCLOSURE FORM

# AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND NON-CONFLICT DISCLOSURE FORM

#### **FOR**

# PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR SYSTEMWIDE SUSTAINABILITY STUDY UPDATE

**CONTRACT NO. 002075, PROJECT NO. 599-438** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made and entered into by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Michael Baker International, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 200 East Robinson Street, Suite 250, Orlando, FL 32801.

#### WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

#### 1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Intelligent Transportation Systems or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

#### 2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Sustainability Study Update identified as Project No. 599-438 and Contract No. 002075.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit** "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of an Update for the 2019 Sustainability Study. A Supplemental Agreement will be required for the additional work.

All documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After the CFX's acceptance of the documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final report. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on the cover sheet of the record set, that the work shown in the report was produced by the CONSULTANT.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

#### 3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

#### 4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

#### 5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

ECOPRESERVE LLC Class I Volkert, Inc. Class I Metric Engineering, Inc. Class I CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract, and if such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty-five thousand dollars (\$25,000.00) that authorization will require CFX Board approval. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

#### 6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$375,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in the report furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive

of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

#### 7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 200 East Robinson Street, Suite 250 · Orlando, FL 32801.

Notwithstanding Section 16, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to

- be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 8.0. COMPLIANCE WITH LAWS

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

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

8.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract

#### 9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit** "C", Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

#### 10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating in writing the Agreement or (b) notifying the CONSULTANT in writing 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.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 6.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

#### 11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

#### 12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers, board members, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, board members, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, board members, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the CFX will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this

Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

#### 15.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

- Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.
- 15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

- 15.3 Workers' Compensation coverage shall be maintained in accordance with the laws of the State of Florida. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.
- 15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by companies licensed to do business under the laws of the State of Florida. Each shall carry a Financial Strength Rating (FSR) of at least "A-"(Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements

have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

#### 16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

#### 17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes,

as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

#### 18.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 19.0. FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

#### 19.1 E-Verification

A. This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor/Consultant hereby represents, warrants, and certifies that it is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor/Consultant.

B. Contractor/Consultant additionally hereby acknowledges the responsibilities and obligations of both Contractor/Consultant and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (1) an obligation that Contractor/Consultant obtains and maintains affidavits from each of its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and (2) the right of CFX to unilaterally and immediately terminate this Contract for Contractor/Consultant's failure to comply with the applicable provisions of Section 448.095(5) and to impose upon Contractor/Consultant any additional costs incurred by CFX resulting from such termination.

## 19.2 Public Entity Crimes

Contractor/Consultant, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor/Consultant, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (2) Contractor/Consultant has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Contract to subcontract with any vendor that has been placed on any such convicted vendor list; and (3) Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

#### 19.3 Scrutinized Companies

- A. Contractor/Consultant hereby represents, warrants, and certifies to the following: (1) Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith; and (2) Contractor/Consultant is not on Florida's "Scrutinized Companies that Boycott Israel List" created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel.
- B. If the Contract value meets or exceeds \$1,000,000.00, then Contractor/Consultant hereby additionally represents, warrants, and certifies that: (1) Contractor/Consultant is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes, and (2) Contractor/Consultant is not engaged in business operations in Cuba or Syria.

C. In accordance with Section 218.135, Florida Statutes, CFX shall have the option to terminate this Contract and shall have the right to, notwithstanding anything to the contrary in this Contract, pursue all remedies available to it in equity and at law, if: (1) either of the above certifications are found to have been false; (2) Contractor/Consultant is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (3) if Contractor/Consultant becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

#### 19.4 Discriminatory Vendors and Anti-Trust Violators

Contractor/Consultant hereby represents, warrants, and certifies that entering into this Contract will not violate either Section 287.134, Florida Statutes, or Section 287.137, Florida Statutes. In accordance with such sections of Florida law, Contractors that have been placed on either the discriminatory vendors list, the antitrust violator vendor list, or both: (1) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (2) may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; (3) may not submit bids, proposals, or replies on leases of real property to a public entity; (4) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (5) may not transact business with any public entity.

#### 19.5 Countries of Foreign Concern

- A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of Section 287.138, Florida Statutes, regarding contracting with foreign countries of concern and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.
- B. If this Contract will in any manner give Contractor/Consultant access to any individual's personal identifying information, then:
- As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant shall submit to CFX an affidavit signed by an officer or representative of Contractor/Consultant under penalty of perjury attesting that Contractor/Consultant does not meet any of the following criteria: (a) Contractor/Consultant is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest, as defined in Section 287.138(1), Florida Statutes, in Contractor/Consultant; or (c) Contractor/Consultant is organized under the laws of or has its principal place of business in a foreign country of concern. For the purposes of this decision, the definition of "foreign county of concern",

- "controlling interest", "governmental entity", are as provided in Section 287.138(1).
- Contractor/Consultant hereby acknowledges that the Florida Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates Section 287.138, Florida Statutes, and that the penalties for such violation may include any provided for in Section 287.138(5), including without limitation: (a) a civil penalty equal to twice the amount of the contract for which the entity submitted a bid or proposal for, replied to, or entered into; and (b) ineligibility to enter into, renew, or extend any contract, including any grant agreements, with any governmental entity for up to 5 years. CFX shall additionally have the option to terminate this Contract for cause if Contractor/Consultant is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

#### 19.6 Common Carrier

- A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of Section 908.111, Florida Statutes, regarding contracting with common carriers and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.
- B. If Contractor/Consultant meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:
- (1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant shall execute and submit to CFX an attestation in conformity with Sections 92.525 and 908.111(3), Florida Statutes, stating that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.
- (2) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor/Consultant is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

#### 19.7 Human Trafficking

In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and CFX, the nongovernmental

entity must provide CFX with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as CFX-220: Human Trafficking Affidavit.

#### 19.8 Incorporation of Florida Vendor Eligibility Provision Forms

A. Either as part of the solicitation for this Contract, or as a precondition of this Contract, Contractor/Consultant has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this Article by use of the following forms provided by CFX:

CFX-200: E-Verification Use and Registration Certification

CFX-210: Certifications Regarding Vendor Eligibility

CFX 220: Human Trafficking Affidavit

CFX-230: Common Carrier Attestation

CFX-240: Foreign Countries of Concern Affidavit

B. All such forms are hereby incorporated into this Contract and serve as a material part hereof. If for any reason Contractor/Consultant has not yet executed any such forms: (1) Contractor/Consultant doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (2) any failure of Contractor/Consultant to do shall be cause for termination of this Contract by CFX.

#### 20.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 21.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

#### 22.0. AUDIT AND EXAMINATION OF RECORDS

#### 22.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.
- 22.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.
- 22.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 22.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.
- 22.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal

Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

22.6 The obligations in Section 22.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 23.0. GOVERNING LAW AND VENUE

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 24.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel

To CONSULTANT: Michael Baker International, Inc.

200 East Robinson Street, Suite 250

Orlando, FL 32801

Attn: Ms. Whitney Gray, CFM

Michael Baker International, Inc. 200 East Robinson Street, Suite 250

Orlando, FL 32801 Attn: Kyle Harper, PE

#### 25.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

#### 26.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

#### 27.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

#### 28.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

#### 29.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

#### 30.0. ATTACHMENTS

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Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Potential Conflict Disclosure Form

[ SIGNATURES TO FOLLOW ]
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IN WITNESS WHEREOF, the parties hereto h Florida Expressway Authority, signing by and through execute the same by Board action on the 8th day of Au	its Director of Procurement, authorized to
execute the same by Board action on the 8th day of Au , signing throug	h its, duly authorized to
execute same.	
MICHAEL BAKER INTERNATIONAL, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY:Authorized Signature	BY:
Print Name:	Print Name: Aneth Williams
Title:	
ATTEST:(Seal) Secretary or Notary	
Approved as to form and execution, only.	
General Counsel for CFX	
Print Name: Angela J. Wallace	

# **EXHIBIT "A"**

**Scope of Services** 

## **Professional Engineering Design Services**

# Project 599-438: Sustainability Study Update

Scope of Services

Prepared by



Central Florida Expressway Authority

July 31, 2024

#### 1.0 **GENERAL**

#### 1.1 PROJECT BACKGROUND

The Central Florida Expressway Authority is committed to sustainability and environmental preservation as detailed in the 2019 Sustainability Study, 2022 ITS Master Plan, FY 24-28 Five Year Work Plan and Environmental Stewardship Committee Charter. Collectively these documents provide a framework for the CFX Sustainability Program, which focuses on protection of the natural environment through conservation and sustainable practices. In an effort to advance the Central Florida Expressway Authority's (CFX) current Sustainability Program, CFX is seeking to publish an update to the existing CFX Sustainability Study that was completed in 2019. This update to the study will allow CFX to evaluate the progress of current Sustainability efforts, evaluate their current and future sustainability needs and provide an assessment of appropriate sustainability technology applications available in the market.

#### 1.2 PROJECT DESCRIPTION

The Central Florida Expressway Authority is engaging professional consulting services (CONSULTANT) to provide support in publishing an update to their 2019 Sustainability Study. This new Sustainability Study shall evaluate and provide updates to the recommendations included in the 2019 Sustainability Study based on changes in the technology and legislative landscape. In addition, the update shall include an evaluation of the current systems at CFX to determine future needs and formulate an implementation strategy for the future development and maintenance of the sustainability system. The Sustainability Study shall investigate various sustainability methodologies that have been implemented at a national, statewide, or regional level.

The CONSULTANT shall provide a final comprehensive report that shall contain all recommendations and a system-wide implementation methodology. The Sustainability Study shall be in sufficient detail to support the development of design, plans, specifications, and estimates to phase implementation of the projects. The study shall provide an assessment of the energy potential, system size, cost, location, risks, and benefits associated with each sustainability effort. The report shall also contain necessary background research, technical analysis, and coordination with national, local and regional agencies to support the sustainability goal of CFX.

#### 2.0 SERVICES PROVIDED

This Scope of Services requires the CONSULTANT to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals. In order to create a smooth workflow, the CONSULTANT proposes reordering certain tasks to follow an efficient, logical order that gradually builds the outputs of the tasks into the final deliverable. The CONSULTANT has also specifically set production of the final plan as a discrete task and has specified expected deliverables for each task and/or subtask. These proposed changes are incorporated in the balance of this scope.

- Document Existing Conditions and Sustainability Efforts Currently Implemented at CFX
- Determine Objectives and Goals for the Sustainability Study which adhere to the current directives of the Central Florida Expressway Authority

- Research and Identify Photovoltaic Sites which provide the highest cost vs benefit to CFX
- Identify Innovative Sustainability Technology Applications currently not in use by CFX
- Provide an updated Sustainability Plan with Prioritized Projects

#### 1. Task 1 - Document Existing Sustainability Efforts

- a) The CONSULTANT shall document the existing conditions of current sustainability efforts that have been deployed and planned on the CFX system.
- b) The CONSULTANT shall review and summarize the benefits of the on-going ENVISION certification that is part of the SR 516 expansion project.
- c) The CONSULTANT shall document existing and upcoming sustainability projects/programs by local transportation/governmental agencies.
- d) The CONSULTANT shall document other technology which is relevant to sustainability and is considered and included in recent sustainability/environmental studies.

The Task 1 deliverable will be a technical memorandum documenting and summarizing the CONSULTANT'S research and agency coordination efforts to include considerations for solar power, fleet vehicles, facilities, sustainable landscaping, and the linear utilities of ITS & lighting.

#### 2. Task 2 - Determine Vision, Goals, Objectives and Governance

a) Examine the latest CFX Strategic Plan, Five-Year Work Plan, ITS Master Plan and 2040 Master Plan to serve as supporting documents for the short, mid-term and long-term development of this governing document. The CONSULTANT shall employ a holistic approach integrating all CFX technology disciplines that apply with planning, fiscal and operational relevance to deliver a safer, sustainable, world-class mobility network.

This sub-task deliverable will be a technical memorandum documenting and summarizing the CONSULTANT'S review of CFX work plan and master plans with consideration of system planning, solar power, fleet vehicles, facilities, sustainable landscaping, and the linear utilities of ITS & lighting. This technical memorandum will be incorporated into the updated Sustainability Plan.

b) The CONSULTANT shall meet with CFX Staff, CFX representatives, Environmental Stewardship Committee Members and CFX Board Members for the development of the Vision, Goals and Objectives. The Goals and Objectives shall be based on Industry Standards, fiscally sound practices and community responsibility.

The CONSULTANT shall document the agenda and meeting minutes as appropriate for all meetings and interviews conducted for this task. CONSULTANT anticipates up to 10 meetings with three (3) CONSULTANT staff per meeting to include the Project Manager, Systems Planning lead, and a junior representative.

- c) The CONSULTANT shall summarize information from the Five-Year Work Plan, ITS Master Plan, and the 2019 Sustainability Study with other applicable planning, fiscal and operations documents coupled with preliminary Task 2 information regarding Existing Conditions/Infrastructure to facilitate a discussion. The Vision shall be initially developed and then supported by measurable goals and objectives.
- d) The CONSULTANT shall summarize the local governance of photovoltaic (PV) applications including rate tariff structures offered by local utilities, tax incentives applicable to CFX, and any regulatory statutes applicable to the recommendations included in the study.

This sub-task deliverable will be a technical memorandum which will be incorporated into the updated Sustainability Plan.

The Task 2 deliverable will be a technical memorandum documenting and summarizing the CONSULTANT'S sub-tasks completed above.

#### 3. Task 3 - Research and Identify Sustainability Needs and Applications

a) The CONSULTANT shall use a combination of Task 1: Existing Sustainability Efforts and Task 2: CFX's Vision, Goals, Objectives, and Governance to identify deficiencies (gaps) in CFX's existing Sustainability Program. The CONSULTANT shall utilize comments received through the assessment of information described within the existing conditions documentation.

This sub-task deliverable will be a report (Gap Report) documenting and summarizing the deficiencies in the CFX Sustainability Program.

b) The CONSULTANT shall review the CFX's LA R/W to determine PV sites with the highest cost vs benefit. This will include collecting and researching utility bills of potential sites to help identify the size of the proposed PV arrays. The CONSULTANT shall create a prioritized list based upon buy-back period and cost/benefit of each potential site.

This sub-task deliverable, a siting study report, will include the considered and recommended PV sites with documentation of the approach, cost/benefit, and electrical system requirements as needed to size and assess the evaluated sites. The study will include up to ten (10) PV sites.

c) The CONSULTANT shall include within the CFX Sustainability Study update notable changes in sustainability technology, operations and systems that are anticipated as part of the emerging technologies within the field. The CONSULTANT shall show how those technologies and deployments shall either supplement or replace traditional sustainability deployments. This section shall highlight changes to existing technology and practices that CFX has currently deployed as part of the 2019 report as well as document new sustainability certifications that CFX can achieve.

This sub-task deliverable will include a technical memorandum documenting recommendations for an Emerging Technologies Implementation Plan with consideration of systems planning, solar power, fleet vehicles, facilities, sustainable landscaping, and the linear utilities of ITS and lighting.

d) The CONSULTANT shall include an analysis of sustainable landscape practices that can be used at PV deployments and along the roadway to help reduce maintenance costs associated with standard turf while also providing additional sustainable benefits for the environment. This shall include a recommendation of vegetation or seed mixture based upon environmental factors along CFX's roadways.

This sub-task deliverable will be a technical memorandum documenting sustainable landscaping recommendations at PV sites and along the roadway.

The Task 3 deliverable will be a technical memorandum documenting and summarizing the CONSULTANT'S sub-tasks completed above.

#### 4. Task 4 - Prioritized Sustainability Plan

a) The CONSULTANT shall develop a prioritized Sustainability Plan that is based on the information obtained from the previous tasks and from CFX Staff input. The Plan shall describe the existing key components of the sustainability system as well as programmed systems and associated implementation timeframes. Relevant information from all key components shall be leveraged to create a holistic approach which connects all sustainability options using best practices creating a streamlined, fiscally responsible document that compliments CFX priorities and goals. This approach and framework shall define the baseline conditions of the Sustainability Program. Using information collected from previous tasks, a list of potential sustainability projects shall be developed to meet the Vision, Goals, Objectives and Governance from Task 1.

To prioritize the list of potential sustainability projects, the CONSULTANT shall develop screening criteria and apply these criteria to each of the projects. The screening criteria shall be defined with CFX Staff input and shall include factors such as:

- Meets Vision, Goals and Objectives
- Meets an identified need
- Measurable sustainability benefit
- Reduces congestion along evacuation routes
- Scale of probable project costs (i.e.,\$, \$\$, \$\$\$, etc.)
- Deliver financially sound business practices by minimizing risk
- Life cycle cost, short and longer range
- Pursue the highest standards of social and community responsibility
- Integrate solutions to strengthen the CFX brand and support sustainability and quality of life to the region

Each of the defined screening criteria shall be organized into a screening matrix where numerical scales (e.g., 1-10) shall be assigned for each potential project. The CONSULTANT shall meet with the CFX Staff to discuss the results of the screening process and to present the prioritized list of projects for approval for incorporation into the Sustainability Plan.

Following the screening process, the CONSULTANT shall develop a Technical Memo of the Prioritized Project List identifying the recommended implementation timeline (Short term (0-5 years), (6-10 years) and long term (11+ years)) for each prioritized Sustainability project. The Technical Memo shall also provide an assessment for each project summarizing information, such as: project benefits, assumptions, cost estimates, and potential funding sources or cost sharing recommendations.

- Project Description
- Benefits
- Assumptions
- Cost Estimates Initial and ongoing, including personnel
- Regulatory assessment
- Estimate Revenue
- Utility requirements and strategy for interconnection (as applicable)
- Potential use of this power within CFX operations
- Potential implementing entity
- Potential funding sources or cost sharing recommendations
- Recommended Business Model for each option and recommended locations

The memo shall also define the agency roles related to the projects such as funding, implementing, operating, and maintaining. Development of performance measures shall be necessary for efficient project prioritization.

b) The CONSULTANT shall prepare presentation materials and present at a CFX board meeting or hold a workshop with CFX executive team and Environmental Stewardship

The Task 4 deliverable will include the Technical Memorandum identified in sub-task 4a and the completion of the meeting presentation identified in sub-task 4b.

#### 2.1 QUALITY CONTROL

The CONSULTANT shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The CONSULTANT shall produce studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that meets or exceeds the tests of "standard practice" or "due care" as established by recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The CONSULTANT's QA/QC responsibilities shall not be limited to responding to CFX comments but also provide for a complete review of project deliverables prior to their submittal. CFX reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing CFX comments.

The CONSULTANT shall prepare and submit to CFX a Project Quality Control (QC) Plan. The QC Plan shall describe how the required production, project staff and review time shall be planned and scheduled to accomplish the required quality control. This QA/QC time and effort is an essential part of the design effort if quality workmanship is to be achieved. The CONSULTANT's management shall be responsible for providing the proper organization and staff to perform all QA/QC tasks associated with the production of a project according to the QC Plan in a complete and thorough manner. The QC plan shall, at a minimum, describe a process of applying quality control to each deliverable at every stage of production of the deliverable, including a final QC review by a resource that was not used to produce the deliverable. The QC Plan shall be completed and submitted to CFX within five (5) calendar days after receipt of Notice to Proceed. An approved QC Plan is required as a prerequisite for the approval of all submittals. The consultant shall certify with each submittal that a thorough QC review has been performed. CFX shall retain the option to request documentation of QC activities at any time.

#### 2.2 PROJECT MANAGEMENT AND COORDINATION

#### 2.2.1 Quality Control Plan

Project Administration, Accounting, Quality Assurance and Quality Control (QA/QC) shall be the responsibility of the CONSULTANT. The CONSULTANT shall submit a QA/QC plan that meets CFX's requirements. The CONSULTANT's QA/QC manager shall have proven experience in the successful deployment of similar technology sustainability plans on limited access facilities.

#### 2.2.2 Schedule (General Items)

The schedules shall provide 15 working days for CFX review of all submittals and 15 working days for CFX review of re-submittals. The CONSULTANT may continue design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the CONSULTANT of the responsibility to answer and incorporate review comments into the design, nor does it entitle the CONSULTANT to any additional compensation as a result of making changes due to review comments.

When there is an actual or potential delay in the schedule or if the CONSULTANT proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative must be submitted to CFX for approval.

#### 2.2.3 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 330 calendar days:

- Notice to Proceed (Assume a start date in August 2024)
- Project Kickoff Meeting Within 5 working days after receipt of the Notice to Proceed.
- Detailed Schedule Submitted at the Project Kickoff Meeting. The schedule shall contain activities in sufficient detail to demonstrate the CONSULTANT has a reasonable work plan to complete the project. Long-term activities shall be broken down into manageable segments where each activity does not exceed twenty (20) working days.
- Quality Control Plan within 5 calendar days after receipt of Notice to Proceed, submitted at the Project Kickoff Meeting.
- Complete Design Phase 330 calendar days after receipt of Notice to Proceed.

#### 2.2.4 MEETINGS AND PROGRESS REPORTING

The CONSULTANT shall attend a Kick-off Meeting where the CONSULTANT shall submit a schedule and project plan identifying key staff and their responsibilities. The CONSULTANT shall meet with CFX on an as-needed basis to obtain information and at least once a month to provide written progress reports including an updated schedule that describes the work performed on each task. The CONSULTANT shall submit draft minutes of these meetings to CFX within 5 working days after the meeting. The consultant shall provide final minutes, conformed to CFX comments, within 2 days of receipt of CFX comments.

The CONSULTANT shall establish and maintain an Action Item Data Base. This database shall be used to support the closure of action items in a timely manner. An updated list of action items with status and required resolution dates shall be included as part of the monthly progress report. The Action Item Data Base format shall be submitted at the Kick-off Meeting for review and approval by CFX.

#### 2.2.5 PROJECT COORDINATION AND KEY PERSONNEL

CFX and the CONSULTANT shall each designate a Project Manager who shall be the representative of their respective organizations for the project. The final direction on all matters of this project shall remain with CFX Project Manager. The CONSULTANT's Project Manager shall be the point of contact for all project coordination and shall be familiar with all aspects of the project, including production of deliverables, contract administration, coordination with subconsultants, and invoices. The CONSULTANT may assign a technical representative for major subconsultants for attendance at project meetings and for technical coordination, subject to CFX approval.

The CONSULTANT shall identify key project staff to CFX. The CONSULTANT shall make no changes in key personnel without written notification and approval from CFX.

#### 2.3 SUBMITTALS

The CONSULTANT shall be responsible for making submittals to CFX for review. CFX's review time shall start when all required deliverables for each submittal have been received and end with the return shipping of the review comments. All reports and appendixes shall be accurate, legible, complete in design and drawn to the appropriate scale. The number of copies of materials to be furnished for each submittal is as follows:

SUBMITTAL/ITEM	NO. OF COPIES
Project Schedule	Electronic
Quality Control Plan	Electronic
Task (1a-1d) Memorandums	Electronic
Task (2a-2d) Memorandums	Electronic
Task (3a-3d) Memorandums	Electronic
Task (4a) Memorandum	Electronic
100% Sustainability Plan Report	Electronic
Final Sustainability Plan Report	Electronic
Final Sustainability Plan Report	2 Hard Copies Professionally Spiral Bound

The exact quantity of reports to be submitted may vary and shall be discussed with CFX prior to printing. In addition to physical copies of each submittal, the consultant shall provide electronic PDF copies through E-Mail of each interim submittal.

#### 2.4 COMPUTER AUTOMATION

The CONSULTANT shall be required to submit electronic files of all final deliverable reports and cost estimates in Microsoft Word™/Microsoft Excel™, and Adobe Acrobat™ (.pdf) format electronically. CONSULTANT shall submit all project schedules in Microsoft Project™ format on electronically. The CONSULTANT shall to submit electronic files of all presentations in Microsoft PowerPoint™ format electronically. When requested by CFX, the CONSULTANT shall provide electronic files of interim submittals. CONSULTANT shall be able to submit all electronic files through email.

#### 2.5 RESOURCES AVAILABLE

CFX has existing documentation available to assist the selected CONSULTANT in the services required. CFX does not warrant or guarantee the accuracy of the documentation, and the use of such documentation is at the sole risk of the CONSULTANT.

The following resources are available to the CONSULTANT in electronic format:

- CFX 2040 Master Plan
- Land Inventory and Pond Description
- Utility Bills

- 2019 CFX Sustainability Report
- CFX ITS Master Plan
- CFX 5-Year Work Plan

#### 2.6 ADDITIONAL SERVICES

Additional services may be assigned to the CONSULTANT in accordance with the Contract and this Scope of Services. No work shall be accomplished under additional services without prior written authorization to the CONSULTANT to perform the work.

# CONSENT AGENDA ITEM #17

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: **CFX Board Members** 

Aneth Williams Will FROM:

**Director of Procurement** 

DATE: July 17, 2024

Approval of Purchase Order to One Network USA, Inc. SUBJECT:

for Lane Closure Notification System

Project No. 599-436

Board approval is requested to issue a purchase order to One Network USA, Inc. in the amount of \$99,000.00 for a work zone traffic management software. This will be a single source purchase.

This purchase will provide real-time status updates about work zone activity including road closures, ramp closures and lane closures to road users via navigation services and driver alerts.

This contract is included in the Five-Year Work Plan.

Reviewed by:

Bryan Homayouni, PE

Director of Intelligent Transportation

Systems

E.

Reports

# E.1.

Chairman's Report

# THERE ARE NO BACKUP MATERIALS FOR THIS ITEM

# E.2.

Treasurer's Report

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: **CFX Board Members** 

FROM: Michael Carlisle, Director of Accounting and Finance

Mal a Cal July 30, 2024 DATE:

RE: June 2024 Financial Reports

Attached please find the June 2024 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS AND RELATED DOCUMENTS FOR THE MONTH ENDING JUNE 30, 2024 AND YEAR-TO-DATE

	FY 24 MONTH ACTUAL	 FY 24 MONTH BUDGET	YE	FY 24 EAR-TO-DATE ACTUAL	Y	FY 24 EAR-TO-DATE BUDGET	 FY 24 AR-TO-DATE VARIANCE	FY 24 YEAR-TO-DATE % VARIANCE	FY 23 - 24 YEAR-TO-DATE COMPARISON
REVENUES TOLLS FEES COLLECTED VIA UTN/UTC'S AND PBP'S TRANSPONDER SALES OTHER OPERATING INTEREST MISCELLANEOUS	\$ 58,733,563 798,233 188,410 257,918 1,417,468 76,437	\$ 57,824,800 1,129,583 203,819 347,164 850,562 76,893	\$	710,878,945 9,190,581 2,186,996 2,756,781 17,099,616 932,219	\$	706,400,000 7,555,000 2,423,759 2,165,967 10,206,745 906,374	\$ 4,478,945 1,635,581 (236,763) 590,814 6,892,871 25,845	0.6% 21.6% -9.8% 27.3% 67.5% 2.9%	12.5% 20.1% -4.9% 15.6% 29.4%
TOTAL REVENUES	\$ 61,472,030	\$ 60,432,821	\$	743,045,137	\$	729,657,845	\$ 13,387,292	1.8%	12.8%
O M & A EXPENSES  OPERATIONS  MAINTENANCE  ADMINISTRATION  OTHER OPERATING	\$ 12,053,133 2,935,867 1,551,815 578,718	\$ 17,634,790 7,244,988 1,481,181 697,208	\$	85,305,428 20,559,825 11,846,281 2,657,630	\$	97,818,501 26,751,636 12,971,273 2,885,000	\$ 12,513,073 6,191,811 1,124,992 227,370	12.8% 23.1% 8.7% 7.9%	7.8% 6.2% 11.9% 
TOTAL O M & A EXPENSES	\$ 17,119,533	\$ 27,058,167	\$	120,369,164	\$	140,426,410	\$ 20,057,246	14.3%	7.3%
NET REVENUES BEFORE DEBT SERVICE COMBINED NET DEBT SERVICE	\$ 44,352,497 16,497,626	\$ 33,374,653 18,119,357	\$	622,675,974 212,469,514	\$	589,231,435 217,454,994	\$ 33,444,539 4,985,480	5.7% 2.3%	14.0% -1.6%
NET REVENUES AFTER DEBT SERVICE	\$ 27,854,871	\$ 15,255,296	\$	410,206,460	\$	371,776,441	\$ 38,430,019	10.3%	24.1%

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2024.

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensive Financial Reports.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2022 FOR THE MONTH ENDING JUNE 30, 2024 AND YEAR-TO-DATE

		FY 2024 ACTUAL		FY 2024 BUDGET		/ARIANCE	FY 24 YEAR-TO-DATE % VARIANCE
Operations	\$	85,305,428	;	\$ 97,818,501	\$	12,513,073	12.8%
Maintenance		20,559,825		26,751,636		6,191,811	23.1%
Administration		11,846,281		12,971,273		1,124,992	8.7%
Other Operating		2,657,630	. <u> </u>	2,885,000		227,370	7.9%
Total O M & A	\$ 1	20,369,164	;	\$ 140,426,410	\$	20,057,246	14.3%
Capital Expenditures							
Operations	\$	10,026	;	\$ 100,000	\$	89,974	90.0%
Maintenance		45,708		106,000		60,292	56.9%
Administration		95,582	_	205,000		109,418	53.4%
Total Capital Expenditures	\$	151,316	;	\$ 411,000	\$	259,684	63.2%



# Central Florida Expressway Authority Operations - Comparison of Actual to Budget For the Twelve Months Ending June 30, 2024

	YTD	YTD	Budget	Variance
	Actual	Budget	Variance	Percentage
Toll Operations Image Review Special Projects	776,046	909,197	133,151	14.64%
	17,631,598	20,945,622	3,314,024	15.82%
	299,315	296,831	(2,484)	-0.84%
Information Technology E-PASS Service Center Business Relations Public Outreach/Education	8,514,244	10,168,701	1,654,457	16.27%
	28,168,527	30,070,209	1,901,682	6.32%
	161,464	186,372	24,908	13.36%
	3,385,048	4,339,050	954,002	21.99%
Subtotal CFX	\$58,936,243	\$66,915,982	\$7,979,739	11.93%
Plazas Subtotal Toll Facilities	26,379,210	31,002,519	4,623,309	14.91%
	\$26,379,210	<b>\$31,002,519</b>	<b>\$4,623,309</b>	
Total Operations Expenses	\$85,315,454	\$97,918,501	\$12,603,047	12.87%

Data Date: 7/29/2024 Print Date: 7/29/2024 Report Date / Time: 7/29/2024 / 8:10:04AM



#### Central Florida Expressway Authority Maintenance - Comparison of Actual to Budget For the Twelve Months Ending June 30, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	3,146,600	3,493,640	347,040	9.93%
Traffic Operations	4,471,875	7,706,099	3,234,224	41.97%
Routine Maintenance	12,987,057	15,657,897	2,670,840	17.06%
Total Maintenance Expenses	\$20,605,533	\$26,857,636	\$6,252,103	23.28%



#### Central Florida Expressway Authority Administration - Actual to Budget by Cost Center For the Twelve Months Ending June 30, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	1,382,391	1,248,713	(133,678)	-10.71%
Security	286,713	299,757	13,044	4.35%
525 Magnolia	229,054	212,836	(16,218)	-7.62%
Administrative Services	2,827,411	2,927,918	100,507	3.43%
Engineering	183,959	153,948	(30,011)	-19.49%
Legal	626,327	764,612	138,285	18.09%
Accounting	1,904,076	2,212,921	308,845	13.96%
Procurement	744,172	890,955	146,783	16.47%
Contracts Compliance	210,238	235,935	25,697	10.89%
Risk Management	648,109	604,830	(43,279)	-7.16%
Records Management	396,403	468,876	72,473	15.46%
Human Resources	515,461	616,841	101,380	16.44%
Business Opportunity	299,761	420,575	120,814	28.73%
Communications	890,646	1,272,294	381,648	30.00%
Construction Administration	178,576	170,232	(8,344)	-4.90%
Internal Audit	528,902	564,000	35,098	6.22%
Transportation Planning and Policy	89,664	111,030	21,366	19.24%
Grand Total Expenses	\$11,941,863	\$13,176,273	\$1,234,410	9.37%

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON FOR THE MONTH ENDING JUNE 30, 2024 AND YEAR-TO-DATE

	FY 24 YEAR-TO-DATE ACTUAL	FY 24 YEAR-TO-DATE BUDGET	FY 24 YEAR-TO-DATE VARIANCE	FY 23 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE BUDGET	FY 23 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 710,878,945	\$ 706,400,000	\$ 4,478,945	\$ 632,158,675	\$ 612,099,999	\$ 20,058,676	\$ (15,579,731)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	9,190,581	7,555,000	1,635,581	7,655,319	6,855,000	800,319	835,262
TRANSPONDER SALES	2,186,996	2,423,759	(236,763)	2,299,967	1,963,246	336,721	(573,484)
OTHER OPERATING	2,756,781	2,165,967	590,814	2,384,261	1,757,584	626,677	(35,863)
INTEREST	17,099,616	10,206,745	6,892,871	13,214,205	2,362,077	10,852,128	(3,959,257)
MISCELLANEOUS	932,219	906,374	25,845	823,407	809,070	14,337	11,508
TOTAL REVENUES	\$ 743,045,137	\$ 729,657,845	\$ 13,387,292	\$ 658,535,834	\$ 625,846,976	\$ 32,688,858	\$ (19,301,566)
O M & A EXPENSES							
OPERATIONS	\$ 85,305,428	\$ 97,818,501	\$ 12,513,073	\$ 79,134,045	\$ 86,081,794	\$ 6,947,749	\$ 5,565,324
MAINTENANCE	20,559,825	26,751,636	6,191,811	19,355,482	25,897,775	6,542,293	(350,482)
ADMINISTRATION	11,846,281	12,971,273	1,124,992	10,582,944	11,451,099	868,155	256,837
OTHER OPERATING	2,657,630	2,885,000	227,370	3,086,278	2,888,989	(197,289)	424,659
TOTAL O M & A EXPENSES	\$ 120,369,164	\$ 140,426,410	\$ 20,057,246	\$ 112,158,749	\$ 126,319,657	\$ 14,160,908	\$ 5,896,338
NET REVENUES BEFORE DEBT SERVICE	\$ 622,675,974	\$ 589,231,435	\$ 33,444,539	\$ 546,377,085	\$ 499,527,319	\$ 46,849,766	\$ (13,405,227)
COMBINED NET DEBT SERVICE	\$ 212,469,514	\$ 217,454,994	\$ 4,985,480	\$ 215,929,170	\$ 219,869,354	\$ (3,940,184)	\$ 8,925,664
NET REVENUES AFTER DEBT SERVICE	\$ 410,206,460	\$ 371,776,441	\$ 38,430,019	\$ 330,447,915	\$ 279,657,965	\$ 50,789,950	\$ (12,359,931)

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2024.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR COMPARISON FOR THE MONTH ENDING JUNE 30, 2024 AND YEAR-TO-DATE

	 FY 24 MONTH ACTUAL	 FY 23 MONTH ACTUAL	SA	FY 23 - 24 ME MONTH MPARISON	YI	FY 24 EAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE ACTUAL	YE	FY 23 - 24 AR-TO-DATE DMPARISON
REVENUES									
TOLLS	\$ 58,733,563	\$ 56,182,323	\$	2,551,240	\$	710,878,945	\$ 632,158,675	\$	78,720,270
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	798,233	651,192		147,041	\$	9,190,581	7,655,319		1,535,262
TRANSPONDER SALES	188,410	199,278		(10,868)	\$	2,186,996	2,299,967		(112,971)
OTHER OPERATING	257,918	241,458		16,460	\$	2,756,781	2,384,261		372,520
INTEREST	1,417,468	1,604,861		(187,393)	\$	17,099,616	13,214,205		3,885,411
MISCELLANEOUS	 76,437	 74,479		1,958	_\$	932,219	823,407		108,812
TOTAL REVENUES	\$ 61,472,030	\$ 58,953,591	\$	2,518,439	\$	743,045,137	\$ 658,535,834	\$	84,509,303
O M & A EXPENSES									
OPERATIONS	\$ 12,053,133	\$ 11,459,422	\$	593,711	\$	85,305,428	\$ 79,134,045	\$	6,171,383
MAINTENANCE	2,935,867	2,898,054		37,813	\$	20,559,825	19,355,482		1,204,343
ADMINISTRATION	1,551,815	1,177,828		373,987	\$	11,846,281	10,582,944		1,263,337
OTHER OPERATING	 578,718	 522,868		55,850	_\$	2,657,630	3,086,278		(428,648)
TOTAL O M & A EXPENSES	\$ 17,119,533	\$ 16,058,172	\$	1,061,361	\$	120,369,164	\$ 112,158,749	\$	8,210,415
NET REVENUES BEFORE DEBT SERVICE	\$ 44,352,497	\$ 42,895,419	\$	1,457,078	\$	622,675,974	\$ 546,377,085	\$	76,298,889
COMBINED NET DEBT SERVICE	\$ 16,497,626	\$ 16,487,397	\$	10,229	\$	212,469,514	\$ 215,929,170	\$	(3,459,656)
NET REVENUES AFTER DEBT SERVICE	\$ 27,854,871	\$ 26,408,022	\$	1,446,849	\$	410,206,460	\$ 330,447,915	\$	79,758,545

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2024.

# E.3.

**Executive Director's Report** 



## Executive Director Report August 2024

June 20, 2024, marked 10 years that The Central Florida Expressway Authority became a regional agency.

#### 2024 STATE TOLL RELIEF PROGRAM

In the first three months of the 2024 Florida Toll Relief Program, E-PASS customers saved \$35.7M on tolls. Under the program enacted by Governor DeSantis, E-PASS customers or Florida interoperable toll pass customers with 35 or more toll transactions per transponder in a single month automatically receive a 50% credit to their account. The state program ends March 31, 2025. As with the previous state Toll Relief Program, CFX is reimbursed from the state general revenue funds.

#### 2024AB BOND ISSUANCE PROGRAM

During the June 2024 CFX Board meeting, staff was authorized to issue the Senior Lien Revenue Bonds 2024A and 2024B. As part of that process, staff, PFM Financial Advisors, CDM Smith and Chairman Arrington met with Moody's Ratings and S&P Global Ratings representatives. The team provided the agencies with an update on CFX, the Central Florida Region and CFX's Five-Year Work Plan including a tour of the expressway system highlighting key system projects. Moody's revised CFX's outlook from stable to positive and S&P elevated CFX's ratings from A+ to AA- with a stable outlook. As a result of the new rating and outlook, CFX's 2024AB bond issuance attracted investors that have not previously participated in CFX's issuances. On July 30, 2024, CFX issued fixed rate bonds in the amount of \$361 million with a rate of 3.78%. The cash optimization portion of the issuance resulted in a net present value savings of 9% or \$22 million. Congratulations to all!

#### VISITOR TOLL PASS (VTP) PROGRAM

The VTP program continues to grow. The program has experienced a 53% increase in reservations year-over-year. Our success of meeting customers where they are and where they are coming from is due in part to our team expanding our partnership and locations at MCO to now 6 kiosks, the growth in our tourism industry and the level of awareness we have raised year over year. In July, we received coverage in the NY Times and other key publications across the US, Canada, and the UK with a reach of 373 million people in just one month with the announcement of our expansion.

#### TRANSPORTATION PARTNERSHIPS

#### International Bridge, Tunnel and Turnpike Association (IBTTA)

IBTTA is the worldwide association for the owners and operators of toll facilities and the businesses that serve them. Founded in 1932, IBTTA has members in 23 countries on six continents. During the July IBTTA Maintenance, Engineering & Roadway Operations Workshop in Fort Meyers, FL, Glenn Pressimone, Chief of Infrastructure and Bryan Homayouni, Director of Intelligent Transportation Systems shared with industry

professional CFX's Flex Lanes and Wrong Way Driving initiatives. Both presentations gained a lot of interest regarding our approach and the technology solutions we are implementing. Thanks to both Glenn and Bryan for their representation of CFX.

#### Florida Automated Vehicle Summit

The 12<sup>th</sup> Annual Florida Automated Vehicles (FAV) Summit will be held in Tampa on September 4-6, 2024, at the Tampa Marriott Water Street. The Summit assembles industry leaders from around the world to address technologies, operations, and policy issues. The Summit's mission is for attendees and participants to gain insight into what Florida is doing to create the ideal climate for the implementation and deployment of autonomous and connected vehicle technologies. Registration is currently open at favsummit.com.

#### <u>CFX Team Professional Development Recognition</u>

The Florida Engineering Leadership Institute (FELI) is a leadership program that puts training into practice. It was created to transition engineering professionals into community professionals and leaders within our societies, communities, and workplaces. David Falk, Manager of Engineering, is the most recent participant for CFX graduating in the FELI Class of 2024. Congratulations David!

#### SAFETY CAMPAIGNS

CFX joined Florida's Turnpike Enterprise, Tampa-Hillsborough Expressway Authority and Greater Miami Expressway Agency in creating and sharing content for IBTTA's first ever Global Safety Campaign called "Be Safe Together" (June 24-28). During that same week in June, Chairman Arrington did an exclusive ride-along on the CFX system with Trooper Steve / WKMG. It was a comprehensive summary of all things CFX from safety in our design to our innovated programs and processes to keep drivers safe.

On July 19, 2024, CFX launched a partnership with a local organization, Haley's Light, where CFX Road Rangers are offering Safety Lights to those they are assisting on the expressways. Haley's Light is named after a local college student who died after her car broke down on the side of a road in Pennsylvania. This is intended to raise awareness of Florida's expansion of the "Move Over Law" to include all vehicles pulled over on the side of the road. Included with the light is a message from FHP on what to properly do if you find yourself in this type of situation. CFX has received tremendous interest in the program. Congratulations to the Communications and Maintenance teams for raising awareness on this important issue.

#### COMMUNITY PARTNERSHIPS

#### Local and State Leadership Meetings

In June and July, the CFX team lead by Will Hawthorne, Director of Transportation Planning and Policy, began meeting with local and state elected officials providing them an update on CFX's Five-Year Work Plan as well as other agency initiatives. Throughout the next several months we will continue the outreach leading up to the 2025 Legislative Session in the Spring.

### MEETINGS AND PRESENTATIONS Highlights

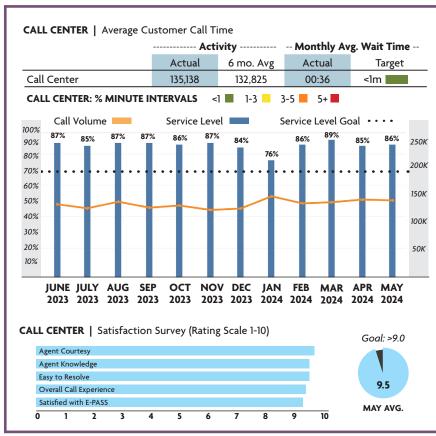
June 12, 2024: Florida Transportation Plan (FTP) Webinar June 12, 2024: Moving I-4 Forward - Modified Phased Design-Build Roundtable June 12, 2024: MetroPlan Orlando Board Meeting June 18, 2024: Osceola Legislative Update MetroPlan Orlando Transportation Improvement Program (TIP) Public June 18, 2024: Meetina June 19, 2024: Lake Sumter MPO Board Meeting – CFX Presentation Feeding Florida Community Engagement Event June 20, 2024: June 27, 2024: MetroPlan Orlando Municipal Advisory Committee (MAC) Meeting American Society of Civil Engineers (ASCE) Transportation and June 27, 2024: Development Institute (T&DI) Brightline Update Meeting MetroPlan Orlando Technical Advisory Committee (TAC) Meeting June 28, 2024: June 28, 2024: MetroPlan Orlando Transportation Systems Management and Operations Advisory Committee (TSMO) meeting July 9, 2024: Meetings with Moody's and S&P – CFX Presentations MetroPlan Orlando Board Meeting July 10, 2024: July 11, 2024: CFX Industry Forum – CFX Presentations July 11, 2024: Space Coast MPO Board of Directors Meeting July 16-19, 2024: **Environmental Permitting Summer School** National Stormwater Trust (NST) Nutrient Trading under the New July 18, 2024: Stormwater Rule Meeting July 19, 2024: Artificial Intelligence HR Focus Group Crummer, Rollins College July 24-26, 2024: Floridians for Better Transportation Summer Camp July 24-27, 2024: FES / ACEC's FL Annual Meeting July 25, 2024: Orange County East Rotary July 25-26, 2024: Public Relations Society of America, Sunshine District Conference July 24-26, 2024: Floridians for Better Transportation (FBT) / Transportation and Expressway Authority Membership of Florida (TEAMFL) Conference Florida Engineering Society (FES) / American Council of Engineering July 24-27, 2024: Companies of Florida (ACEC Florida) Annual Conference Meeting with City of Ocoee July 25, 2024: July 28,2024: International Bridge, Tunnel and Turnpike Association (IBTTA) Foundation Service Project at Community Cooperative in Fort Myers July 29 & 30, 2024: IBTTA Maintenance, Engineering and Roadway Operations Workshop - CFX Presentations on 7/29 and 7/30 July 31, 2024: Plug & Play Smart Cities Expo August 1-4, 2024: Florida Transportation Builders Association (FTBA) Annual Convention August 6-7, 2024: American Society of Safety Professionals Annual Conference August 7-8, 2024: E-ZPass Group's August Executive Management Committee (EMC) August 8, 2024: Osceola County External Engagement Workshop



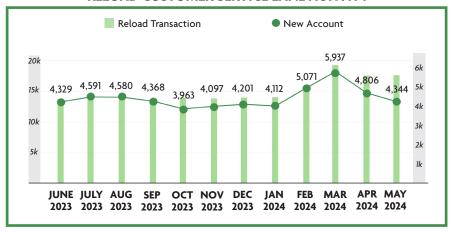
#### PERFORMANCE DASHBOARD **MAY 2024**

Fiscal year runs from July 1 - June 30

#### **CUSTOMER SERVICE**



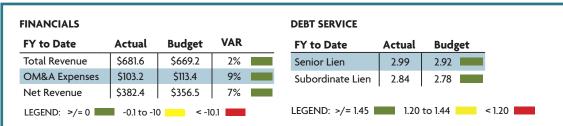
#### **RELOAD CUSTOMER SERVICE LANE ACTIVITY**

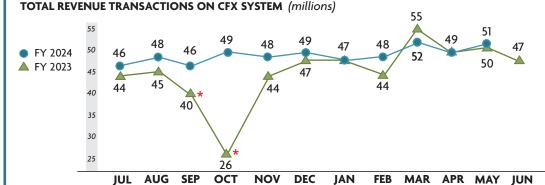


#### PROGRESS OF MAJOR CONSTRUCTION PROJECTS

Project No.	Description	Contract (millions)	Earned (millions)	% Time	% Earned	VAR	Contract Completion Date
417-141	SR 417 Widening, International Dr. to John Young Pwky	\$86.2	\$85.4	98%	99%		Jun. 2024
417-142	SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$119.0	\$110.3	98%	93%		Jul. 2024
417-149	SR 417 Widening, Landstar to Boggy Creek Rd.	\$79.5	\$69.6	93%	88%		Aug. 2024
417-151	SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$62.8	\$52.1	92%	83%		Aug. 2024
417-150	SR 417 Widening, Narcoossee Rd. to SR 528	\$93.3	\$76.2	92%	82%		Aug. 2024
429-154	SR 429 Widening, Tilden Rd to FTE	\$99.2	\$92.6	87%	93%		Oct. 2024
429-152	SR 429 Widening, FTE to West Rd.	\$179.8	\$136.3	79%	76%		Feb. 2025
429-153	SR 429 Widening, West Rd. to SR 414	\$134.9	\$101.7	73%	75%		Apr. 2025
LEGEND:	% Time - % Earned ≤ 10 11-20 ≥ 21		·				

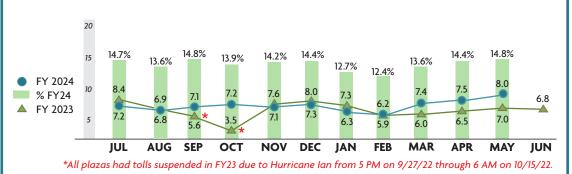
#### **FINANCIALS**





#### NUMBER AND % OF UNPAID IN LANE TRANSACTIONS (millions)

AUG SEP



JAN

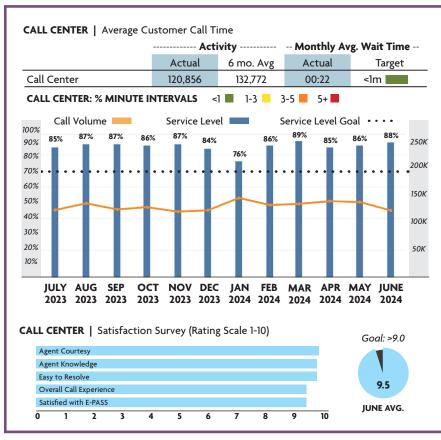
FEB



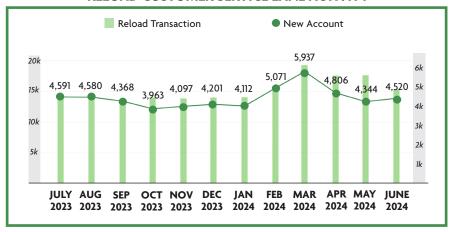
### PERFORMANCE DASHBOARD JUNE 2024

Fiscal year runs from July 1 - June 30

#### **CUSTOMER SERVICE**



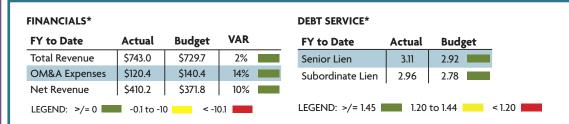
#### **RELOAD CUSTOMER SERVICE LANE ACTIVITY**

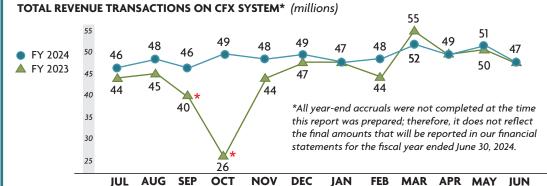


#### PROGRESS OF MAJOR CONSTRUCTION PROJECTS

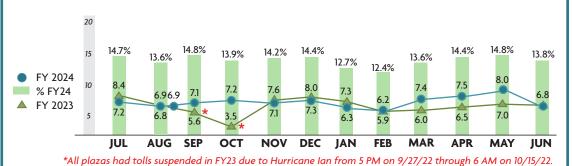
Project No.	Description	Contract (millions)	Earned (millions)	% Time	% Earned	VAR	Contract Completion Date
417-141	SR 417 Widening, International Dr. to John Young Pwky	\$86.4	\$85.9	100%	99%		Jun. 2024
417-142	SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$119.1	\$111.6	91%	94%		Nov. 2024
417-149	SR 417 Widening, Landstar to Boggy Creek Rd.	\$79.6	\$71.0	90%	89%		Oct. 2024
417-151	SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$62.8	\$52.7	90%	84%		Oct 2024
417-150	SR 417 Widening, Narcoossee Rd. to SR 528	\$93.3	\$77.7	84%	83%		Dec. 2024
429-154	SR 429 Widening, Tilden Rd to FTE	\$99.4	\$94.0	91%	95%		Oct. 2024
429-152	SR 429 Widening, FTE to West Rd.	\$179.8	\$140.0	82%	78%		Feb. 2025
429-153	SR 429 Widening, West Rd. to SR 414	\$134.9	\$103.5	76%	77%		Apr. 2025
I FGFND:	% Time - % Earned ≤ 10 11-20 ≥ 21		·				

#### **FINANCIALS**





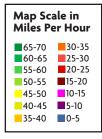
#### NUMBER AND % OF UNPAID IN LANE TRANSACTIONS (millions)





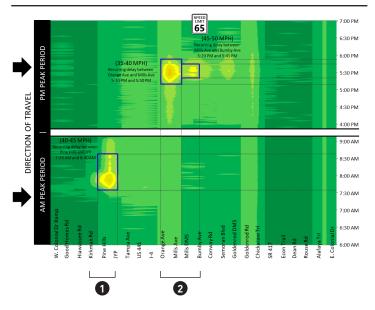
#### TRAFFIC CONGESTION HEAT MAPS

A Quarterly Update April - June 2024



## 408

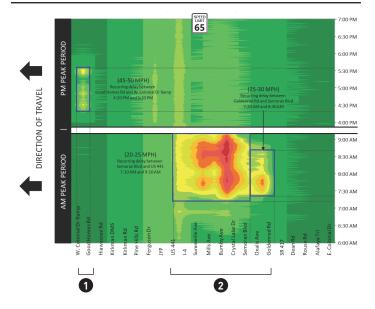
#### SR 408 Eastbound



#### Projects:

- 1. (AM) Design to begin widen SR 408 from *Kirkman Rd* to *Church St.* Design to commence Fall 2024.
- (PM) Monitoring monthly friction at interchanges between I-4 and Mills Ave.



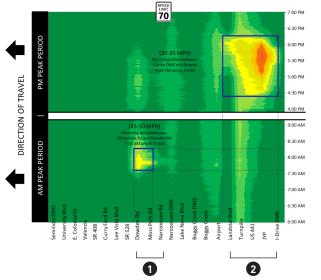


#### **Projects:**

- (PM) Monitoring monthly SR 408 Westbound transitions from 3 to 2 lanes at the jurisdictional limit with Florida's Turnpike Enterprise west of Colonial Drive ramps.
- (AM) Design to begin widen SR 408 Westbound from Goldenrod Rd to 1-4. Project will include interchange improvements at SR 436. Design to commence Summer 2024.



#### SR 417 Northbound

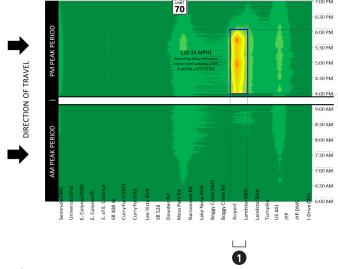


#### Projects:

- (AM) Construction underway widen SR 417 from SR 528 to Narcoosee Rd. Construction completion anticipated Fall 2024.
- (PM) Construction underway widen SR 417 from International Drive to John Young Parkway and from John Young Parkway to Landstar Blvd. Construction completion Fall 2024.



#### SR 417 Southbound



#### **Projects:**

 (PM) Construction underway – widen SR 417 from Landstar Blvd to Boggy Creek Rd. Construction completion anticipated Fall 2024.

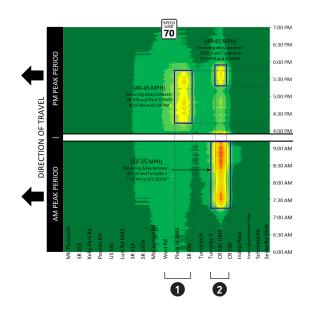


#### TRAFFIC CONGESTION HEAT MAPS

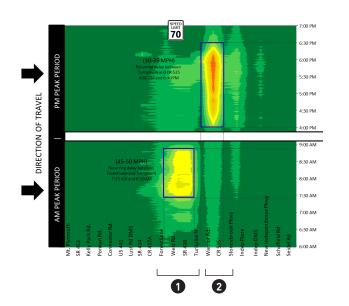
A Quarterly Update April - June 2024







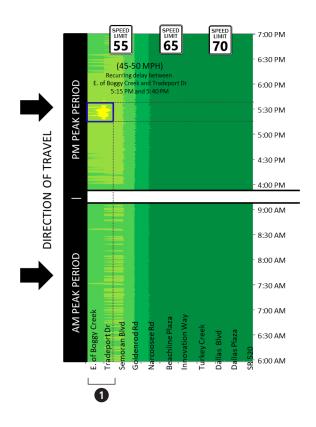




#### **Projects:**

- Construction underway widen SR 429 from Florida's Turnpike to West Road. Construction completion Summer 2025.
- 2. Construction underway widen SR 429 from *CR 535* to *Florida's Turnpike*. Construction completion Fall 2024.

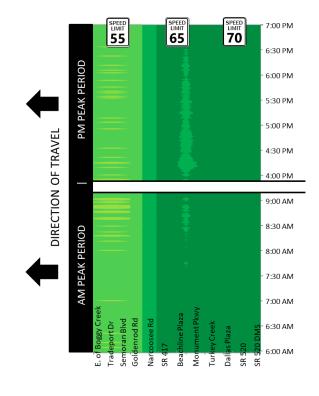




#### **Projects:**

- Construction underway widen SR 429 from Florida's Turnpike to West Road and West Road to SR 414. Construction completion Summer 2025.
- 2. Construction underway widen SR 429 from *CR* 535 to *Florida's Turnpike*. Construction completion Fall 2024.





#### **Projects:**

 (PM) Monitoring Monthly – Friction due to eastbound SR 528 transitioning from 4 to 3 lanes near the jurisdiction limit with Florida's Turnpike Enterprise.

#### **Projects:**

No peak hour congestion reported.

# F. Regular Agenda Items

# F. 1.

#### Christopher R. Murvin

#### Senior Vice President Business Affairs and General Counsel, Golf Channel

#### Right of Way Committee Appointment Request by Jay Madara



Christopher R. Murvin, as Senior Vice President of Business Affairs and General Counsel for Golf Channel, an NBC Sports Group Company, is responsible for managing all of the company's legal affairs, including management of the company's relationships with PGA TOUR, European Tour, LPGA, USGA, PGA of America, the R&A and Augusta National, as well the relationships with the company's international distributors. As a founding stockholder of Golf Channel, Murvin worked on the creation of Golf Channel from its inception in 1991 while in private practice in Birmingham, and relocated to Orlando in 1994 to prepare for its launch in 1995.

Murvin began his career at Price Waterhouse & Co. after graduating with honors from Auburn University in 1974 with a B.S. in Accounting. After attaining his CPA designation and practicing in the audit and tax areas for three years, Murvin enrolled at Cumberland School of Law where he graduated Magna Cum Laude in 1980 and after serving as Editor-in-Chief of the Cumberland Law Review.

While in private practice in Birmingham, Murvin focused on representing clients in the real estate development, cable television, cellular telephone, security monitoring, manufactured housing, resource extraction, computer peripheral, and automotive businesses by providing general corporate, M & A, private and public finance, tax and SEC compliance services.

Murvin is a member of the American Institute and Alabama Society of Certified Public Accountants, Alabama and Florida Bars, United States Tax Court, Florida Bar Association; Tax, Business Law and Intellectual Property Sections.

# F. 2.



## **Strategic Plan FY 25-28**

Priority	Customer Driven Operations	World Class Mobility Network	Financially Sound & Vibrant Organization	Community & Social Responsibility	Deliver on Core Values
Areas of Focus/Goal	Deliver Service Excellence	Find Innovative Solutions to Support Customer and Quality of Life	Recognized for Efficiency, Excellence and be a Model for Compliance	Respected Leader and Partner in Region and Beyond	Employ Highly Qualified, Energized and Engaged Teams
Strategies	<ul> <li>Explore new payment options for E-PASS</li> <li>Broaden distribution of E-PASS products</li> <li>Continue new customer acquisition</li> <li>Broaden customer understanding of toll road benefits</li> <li>Explore E-PASS payment options with regional partners</li> <li>Pilot new offerings to E-PASS &amp; VTP Customers</li> <li>Expand interoperability with other agency transponders</li> </ul>	Explore additional innovative engineering and construction opportunities     Enhance congestion-management strategies     Identify & implement additional incident management resources     Explore technology opportunities to enhance safety     Evaluate sustainability elements for incorporation into future capital projects	<ul> <li>Maintain effective internal controls</li> <li>Maintain prudent investment strategies</li> <li>Maintain prudent debt management strategies</li> <li>Identify new non-toll revenue streams</li> <li>Maintain industry leading policies &amp; procedures</li> </ul>	Expand relationships with regional and state partners  Expand types of public engagement platforms  Broaden CFX Serves: community & volunteerism  Advance smart, safe driving education campaigns  Strengthen outreach and awareness of business opportunities program	Support employee health, wellness, and work-life balance Promote outcomes and accountability through performance management Foster employee retention and advancement Develop streamlined agency communication
Tactics/Tools	<ul> <li>Explore user-friendly and community-based options with in-person &amp; self-serve capabilities (i.e., digital wallets, etc.)</li> <li>Develop scalable &amp; repeatable strategies at existing and new points of service (i.e., self-serve kiosks)</li> <li>Enhance customer relationship touchpoints and benefits</li> <li>Track service metrics benchmarks</li> <li>Implement surveys, focus groups, and conduct market analysis</li> <li>Evaluate VTP business model for regional airports</li> <li>Track customer satisfaction</li> <li>Track technology changes and enhance partnership interactions</li> </ul>	Gain feedback on alternate project delivery via the CFX Industry Forums, IBTTA, FTBA, etc.  Explore & leverage proven technologies to maximize infrastructure/ROW for congestion management (Flex Lanes & AET)  Implement FHP Desk Trooper and evaluate additional FHP resources  Partner with technology providers, automotive manufacturers, law enforcement agencies, implement systemwide Wrong Way Driving & Detection System(WWD)  SR 516 (ASPIRE/ENRX Pilot), multimodal, solar arrays, and landscaping test beds  Evaluate wildlife corridors and trail connectivity as part of all CFX project studies	<ul> <li>Implement enterprise resource planning software tool</li> <li>Review investment policy and procedures annually</li> <li>Review debt management policy annually</li> <li>Explore partnerships with billboards, fiber leasing, cell towers, etc.</li> <li>Converse with industry partners to routinely gain feedback on best practices via GFOA, IBTTA, NIGP etc.</li> </ul>	Increase engagement opportunities with local, regional, national chambers, associations, and partners  Implement new engagement tools for community involvement  Identify and participate in local volunteer opportunities  Continue regular cadence of newsletters, email, and meetings  Partner and lead safety campaigns with media, industry partners, and associations  Conduct one business opportunity industry forum	Strengthen wellness program with existing benefits and new initiatives  Track annual performance and conduct mid-year check-ins  Enhance agency-wide and department-specific initiatives to foster collective pride and ownership  Offer professional development opportunities (education, manager, certification trainings)  Implement and track usage of an agency-wide employee information hub  Maintain regular cadence of employee townhalls and feedback
Performance Measures	Adopt platforms to integrate with e-wallets before close of FY 2027  Achieve 80% participation of E-PASS distribution at Tax Collectors within CFX's region  Increase new customer accounts by 20%  Increase Pay By Plate conversion and VTP use by 10%  Identify two new partners to deploy E-PASS technology  Increase E-PASS self-service by 10%  Maintain customer satisfaction - Min. 95%  Support expansion of interoperability to central states via E-ZPass	Monitor industry changes and explore alternative project delivery methods     Increase recognitions for innovations, excellence in engineering, construction, and landscaping     Explore solutions for confined corridors by participating in industry conversations for best practices and opportunities     Monitor incident response times and the duration of incident-related lane closures     Achieve 100% WWD prevention coverage     Begin rapport with automotive industry via 516 Pilot project     Successful opening of SR 516 and update Sustainability Plan before FY 2026	Successful Implementation of ERP by 4th quarter 2026  Meet or exceed industry standards (S&P Rated GIP Index)  Maintain strong credit rating (AA-/A1/A+) with all ratings agencies  Meet or exceed debt service ratio of 1.45  Increase amount of non-toll revenue by evaluating and developing partnership framework with at least two providers  Meet or exceed Florida Transportation Commission metrics and indicators	Highlight CFX industry involvement on the website, social media Hold a minimum of 8 leadership positions with industry, community & professional advocacy groups Benchmark open rate and engagement of newsletters, email, and meeting attendance Benchmark use and effectiveness of new engagement tools Document volunteerism hours Conduct at least 4 safety campaigns each fiscal year Meet or exceed CFX established objective for participation for Business Opportunities	Benchmark and measure quarterly wellness program involvement     Benchmark employee awareness and participation via new internal engagement platforms for professional development and training programs     Maintain an average employee retention rate of 93%     Establish employee ambassador program

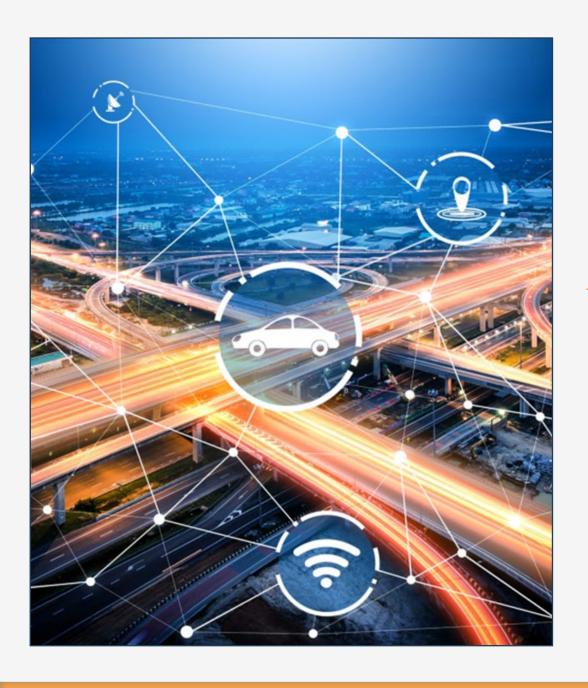
### **Recommended Motion**

Board approval of the FY 2025 – 2028 CFX Strategic Plan is requested.



# F. 3.

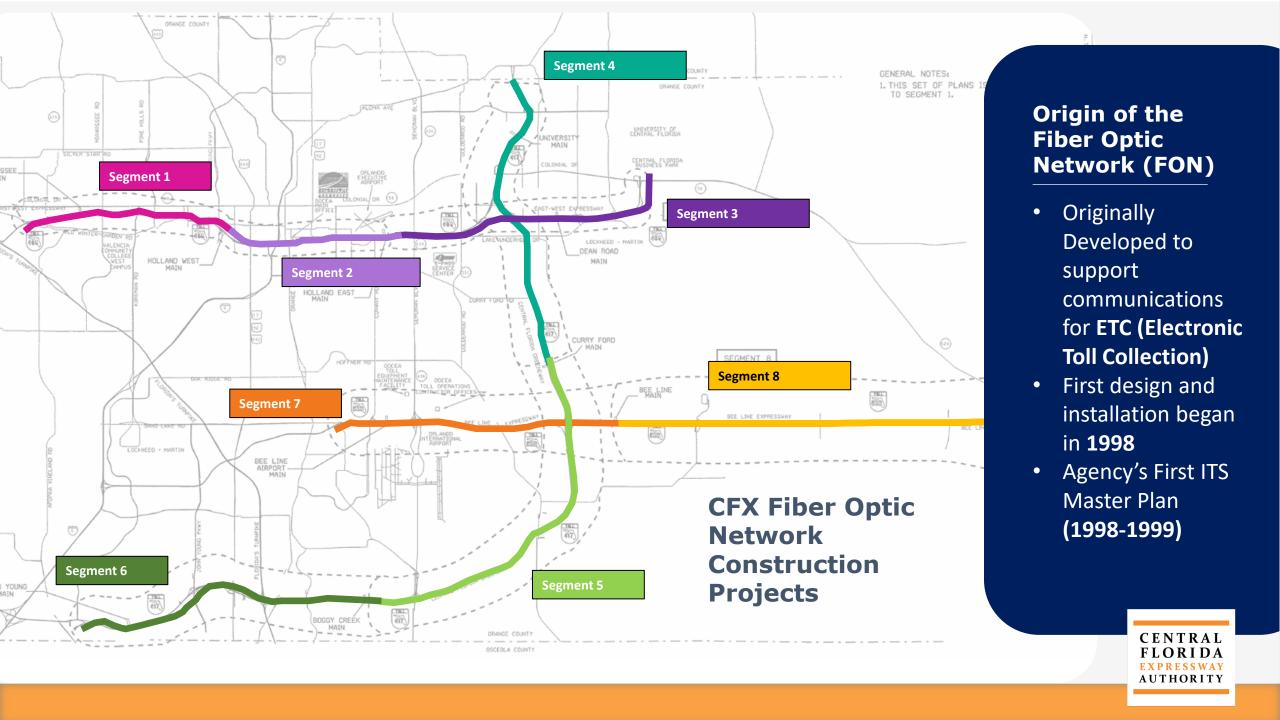




# Intelligent Transportation Systems (ITS)

- Saves Lives
- Improve Mobility
- Increase Efficiency of System
- Reduce Environmental Footprint





## **Key Partnership**

- FDOT District 5 Regional Transportation Management Center (RTMC)
- ITS Shared Communications and Operations Agreement Established in 2001





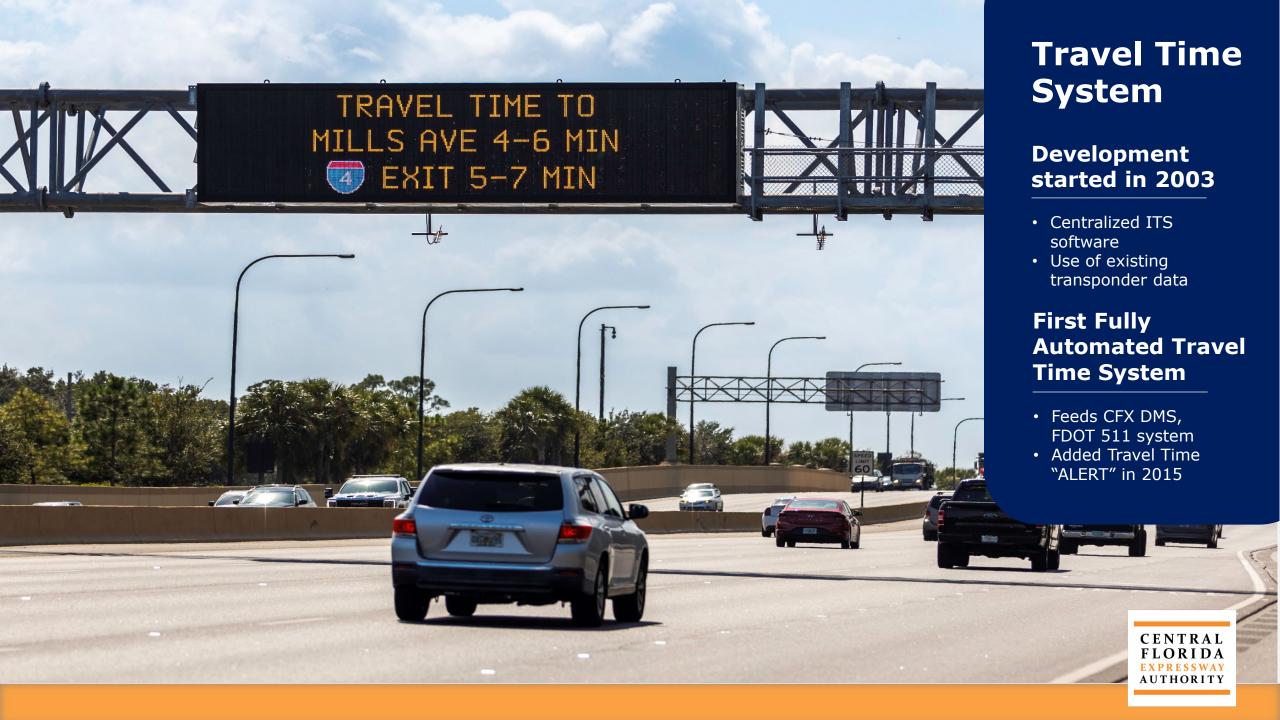
# First Roadside Devices

- First ITS devices brought online in **2004**
- 101 CCTV Cameras
- 87 Data Collection Sensors (DCS)









## **ITS Device & Network Expansion**

#### 1-Line Toll Dynamic Message Signs (TDMS)

All 52 TDMS upgraded to current 2-Line TDMS in 2016.

#### First 3-Line Dynamic Message Signs (DMS)

- Completed 2008
- Upgraded to Full Color in 2023

#### **Introduced the ITS Feeder Cable**

- Completed 2006
- Additional Backbone Cable











# ITS Device & Network Expansion

#### **Traffic Monitoring Station (TMS) Deployment**

- First Deployed in 2013
- Provides Volume and Speed Data
- Currently Expanded to 454 Locations

#### Wrong Way Driving (WWD) Deployment

- First Deployed in 2015
- Currently Expanded to 59 Ramp Locations and 10 Mainline Locations

#### **ITS Network Architecture Update**

- Completed in 2019
- Added Resiliency and Stability to Network
- Ease of Scalability for Future Growth



## Flex Lanes

- 496 Lane Control Signs (LCS)
- 236 Variable Speed Limit Signs (VSL)
- 33 Incident Management Dynamic Message Signs (IDMS)
- Additional 68 miles 72F SM FON Cable



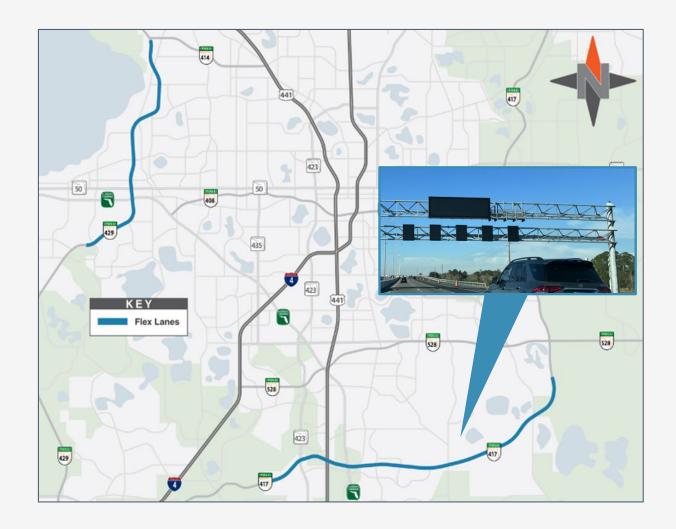
#### **SR 417**

- 21 miles
- International Drive to SR 528
- 55 Flex Lane Sign Structures

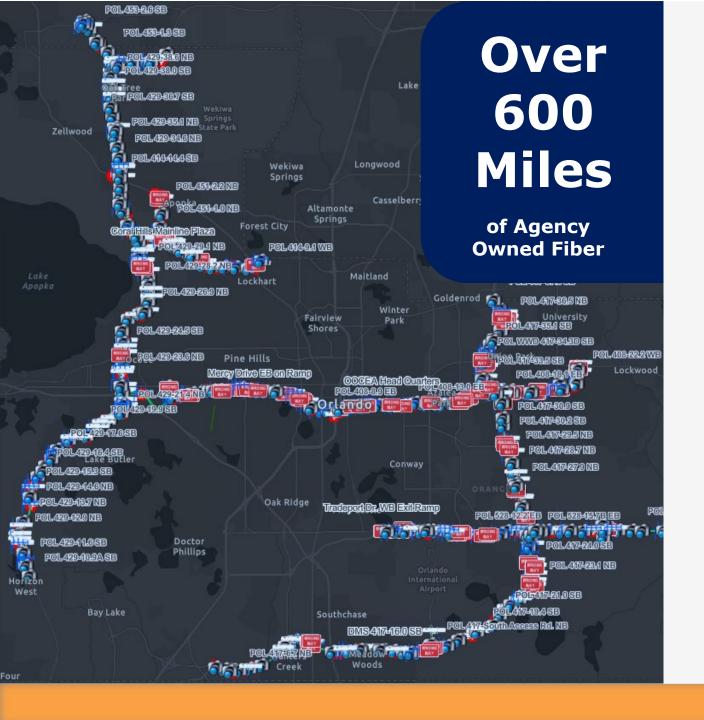


#### **SR 429**

- 13 miles
- Tilden Road to SR 414
- 31 Flex Lane Sign Structures







# Where We Are Today

#### **Supporting ITS Devices**

- 301 CCTV Cameras
- 260 Data Collection Sensors (DCS)
- 460 Traffic Monitoring Stations (TMS)
- 55 Three Line DMS
- 52 Toll Plaza DMS
- 30 Arterial DMS
- 2 Toll Booth DMS
- 69 Wrong Way Driving
- 2 Datacenters



