REVISED AGENDA RIGHT OF WAY COMMITTEE MEETING May 15, 2024 2:00 p.m.

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

A. CALL TO ORDER

B. PUBLIC COMMENT

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

C. APPROVAL OF JANUARY 17, 2024 RIGHT OF WAY COMMITTEE MEETING MINUTES (action item)

D. AGENDA ITEM

- 1. CFX PROJECTS OVERVIEW Glenn Pressimone, Chief of Infrastructure (info item)
- AMENDED AND RESTATED RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS NECESSARY FOR THE EXPRESSWAY SYSTEM PROJECT: SR 516 LAKE/ORANGE EXPRESSWAY (PROJECT NOS.: 516-236/516-237) PARCEL NOS. 51-112A, 51-112B, 51-112C, 51-114A, 51-114B, 51-120A, 51-120B, 51-122A, 51-122B, 51-124, 51-127A, 51-127B, 51-128A, 51-128B, 51-130, 51-730, and 51-830 Brendan Lynch, Brian Smith and Logan J. Opsahl, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. (action item)
- 3. RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS NECESSARY FOR ACQUISITION FOR EXPRESSWAY SYSTEM PROJECT: SR 538 POINCIANA PARKWAY EXTENSION (PROJECT NOS. 538-234, 538-235 AND 538-235A) - Richard Milian, Nelson Mullins Riley & Scarborough, LLP (action item)

(CONTINUED ON PAGE 2)

- 4. RIGHT-OF-WAY AND MITIGATION CREDIT PURCHASE AGREEMENT FOR REEDY CREEK MITIGATION BANK, PROJECT: SR 538 POINCIANA PARKWAY EXTENSION PARCEL NOS. 53-110, 53-115, 53-116, 53-240 and 53-241 – Richard Milian, Nelson Mullins Riley & Scarborough, LLP (action item)
- 5. UTILITY RELOCATION AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND FLORIDA SOUTHEAST CONNECTION, LLC PROJECT: SR 538 POINCIANA PARKWAY EXTENSION (PROJECT NO. 538-235) Keith A. Graham, Shareholder, Marchena and Graham, P.A. (action item)
- 6. REIMBURSEMENT FOR UTILITY RELOCATION AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND CENTRAL FLORIDA PIPELINE, LLC PROJECT: SR 538 POINCIANA PARKWAY EXTENSION (PROJECT NO. 538-235) Keith A. Graham, Shareholder, Marchena and Graham, P.A. (action item)
- 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 Angela Wallace, General Counsel (action item)
- E. OTHER BUSINESS
- F. ADJOURNMENT

This meeting is open to the public.

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

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at <u>Malaya.Bryan@CFXWay.com</u> at least three (3) business days prior to the event.

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

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY Right of Way Committee Meeting January 17, 2024

Committee Members Present:

Mindy Cummings, Orange County Representative, Chairman Laurie Botts, City of Orlando Representative Tad Calkins, alternate for John Denninghoff, Brevard County Representative Juan F. Diaz, Citizen Representative Jean Jreij, Seminole County Representative Paul Satchfield, Osceola County Representative

Committee Members Not Present:

Brian Sheahan, Lake County Representative Christopher Murvin, Citizen Representative

CFX Staff Present:

Michelle Maikisch, Executive Director Jo O. Thacker, Nelson, Mullins, Riley & Scarborough LLP, Acting Legal Counsel Mimi Lamaute, Recording Secretary/Manager of Executive and Board Services

Others Present:

Laura L. Kelly, Shutts & Bowen LLP

Item A: CALL TO ORDER

The meeting was called to order at 2:00 p.m. by Chairman Cummings. Recording Secretary, Mimi Lamaute, called the roll and announced there was a quorum.

Item B: PUBLIC COMMENT

There was no public comment.

Item C: <u>APPROVAL OF NOVEMBER 15, 2023 RIGHT OF WAY COMMITTEE MEETING MINUTES</u>

A motion was made by Mr. Satchfield and seconded by Ms. Botts to approve the November 15, 2023 minutes.

Vote: The motion carried unanimously with all six (6) Committee members present voting AYE by voice vote. Two (2) Committee Members Mr. Sheahan and Mr. Murvin were not present.

Item D.1: CFX-DUKE ENERGY UTILITY RELOCATION AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND DUKE ENERGY FLORIDA, LLC PROJECT NO.: 538-235 POINCIANA PARKWAY EXTENSION

Mr. Marcos R. Marchena with Marchena and Graham, P.A. explained that in connection with the construction of the Poinciana Parkway SR 538 Extension Project, CFX has identified the need to relocate certain utilities facilities located on parcels that will be needed for the proposed right of way of the SR 538 Extension Project. Duke Energy Florida, LLC ("Duke Energy") owns utilities within the proposed right of way for the SR 538 Extension Project that will need to be relocated.

Duke Energy previously performed an engineering analysis and prepared an estimated budget detailing the costs for the relocation of the transmission lines in accordance with the terms of the Utility Engineering Agreement entered into between Duke Energy and CFX in 2021.

Pursuant to the terms of the proposed agreement, CFX will be responsible for funding the costs of relocation of the utilities, which are currently estimated to be \$7,500,000 ("Estimated Relocation Costs") and shall not exceed 120% of \$7,500,000 without further Board approval. The Estimated Relocation Costs include the cost to finalize the engineering, secure the permits and construct the relocated utilities. CFX will be responsible for securing the easement interests over the relocated utility corridor and granting an easement to Duke Energy prior to Duke Energy's construction of the relocated utilities in the proposed utility corridor.

A motion was made by Mr. Jreij and seconded by Mr. Satchfield to recommend to the Board, approval of the CFX-Duke Energy Utility Relocation Agreement between CFX and Duke Energy Florida, LLC, subject to any minor modifications or revisions approved by the General Counsel or designee.

Vote: The motion carried unanimously with all six (6) Committee members present voting AYE by voice vote. Two (2) Committee Members Mr. Sheahan and Mr. Murvin were not present.

Item D.2: <u>RESOLUTION DECLARING PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE</u> <u>CONVEYANCE AND SELLING TO THE CITY OF APOPKA, FLORIDA PROJECT NO.: 429-</u> <u>205, PARCEL: 291 (PORTION)</u>

Ms. Jo O. Thacker, Acting CFX General Counsel explained that the City of Apopka has requested to purchase Parcel 291 (Portion) from CFX for an amount equal to CFX's original costs incurred in acquisition of the property.

Ms. Thacker explained that the property was purchased for \$50,272 per acre ("CFX's Original Investment") and was always intended to be used for conservation purposes. The proposed conveyance to the City would be at a purchase price equal to or greater than the CFX's Original Investment and would be subject to a restriction requiring the subject property be used for conservation purposes. The City is seeking an

appropriation from the State of Florida and intends to use the Property for a passive park with a conservation easement overlay.

The Committee Members asked questions, which were answered by Ms. Thacker and Ms. Maikisch.

A motion was made by Ms. Botts and seconded by Mr. Calkins to recommend to the Board, approval of the Resolution Declaring the Property as Surplus and authorizing the Property be sold to the City of Apopka for a purchase price no less than CFX's original investment in the acquisition of the Property, subject to a deed restriction restricting the use of the Property to conservation uses, all in accordance with CFX's standard property and disposition procedures and CFX's standard sales agreement as negotiated and finalized by CFX's legal counsel.

Vote: The motion carried unanimously with all six (6) Committee members present voting AYE by voice vote. Two (2) Committee Members Mr. Sheahan and Mr. Murvin were not present.

Item E: OTHER BUSINESS

There was no other business.

Item F: ADJOURNMENT

Chairman Cummings announced that the next Right of Way Committee meeting is scheduled for February 21, 2024.

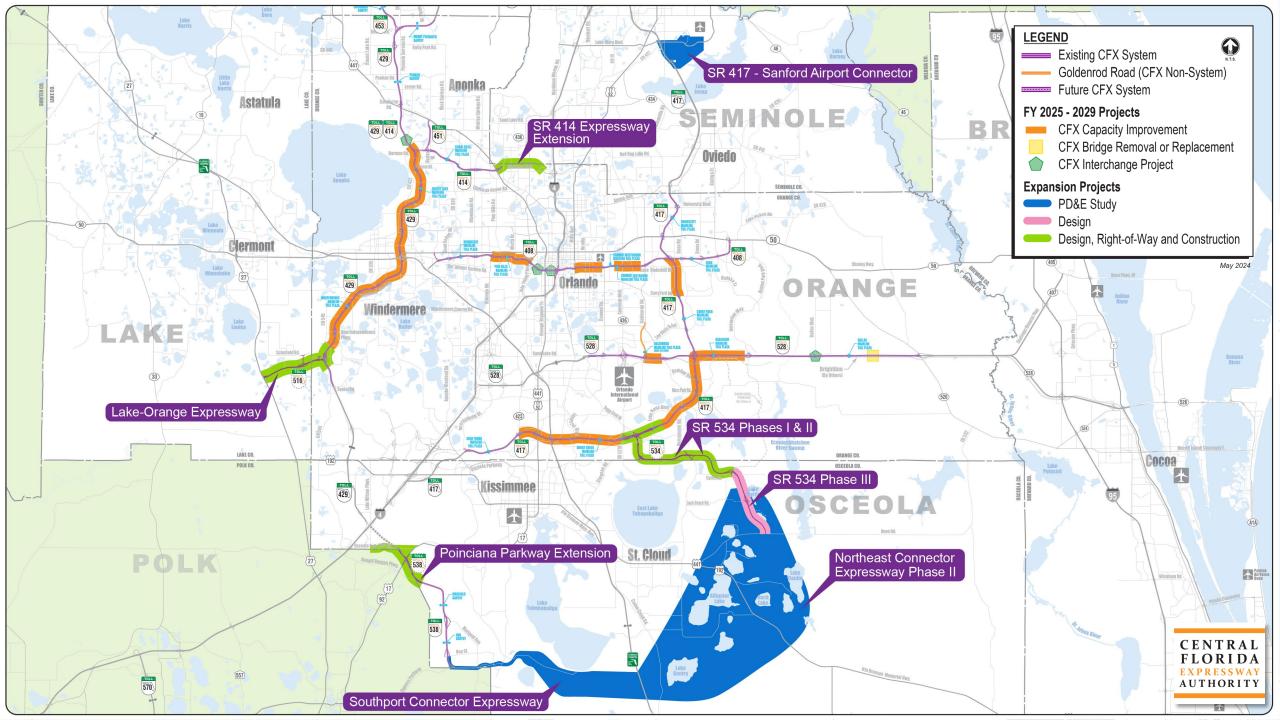
Chairman Cummings adjourned the meeting at approximately 2:12 p.m.

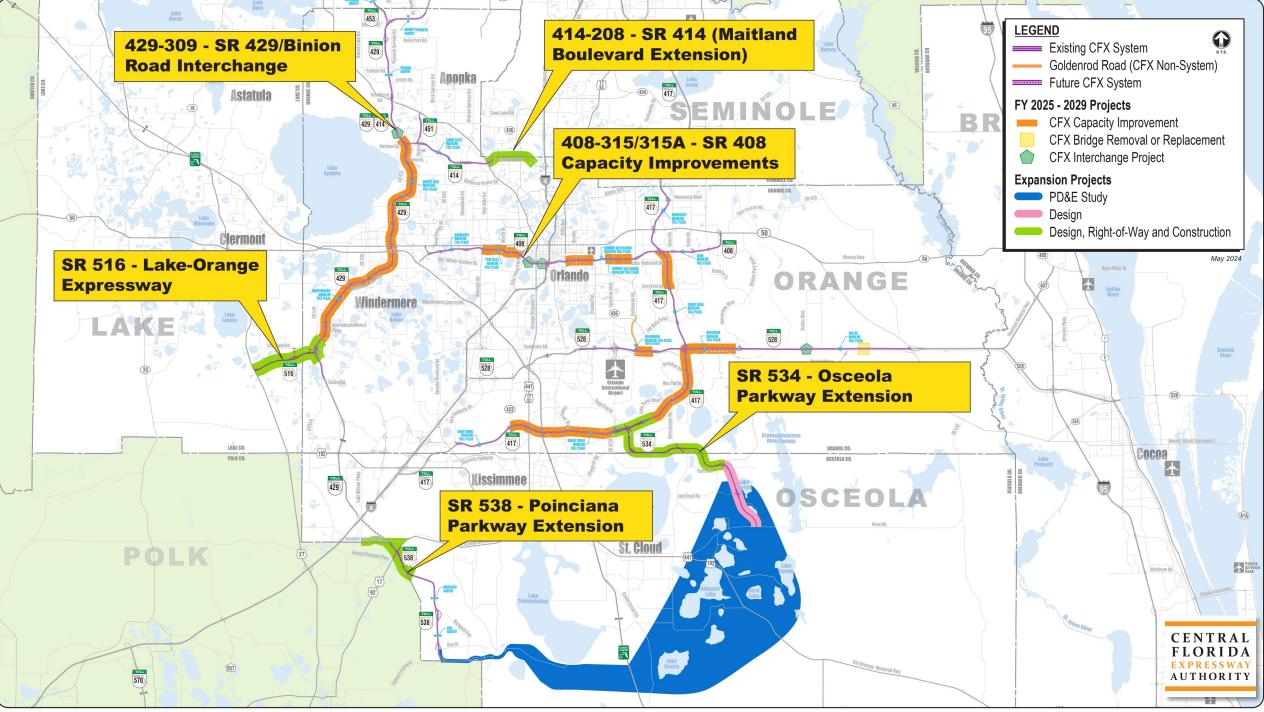
Minutes approved on _____, 2024

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



CFX Projects Overview Glenn Pressimone, Chief of Infrastructure – May 15, 2024 –

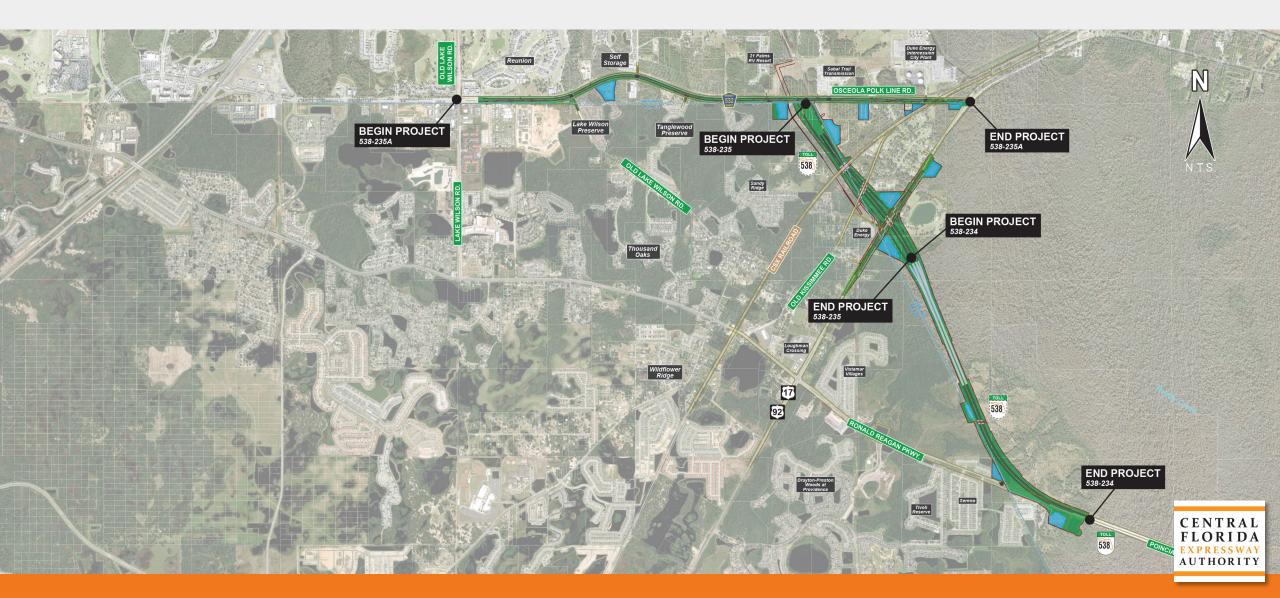




SR 516 – Lake/Orange Expressway



SR 538 – Poinciana Parkway Extension



408-315 – SR 408 Capacity Improvements *Church Street to I-4*



414-208 - SR 414 (Maitland Boulevard Extension) US 441 to East of SR 434



SR 534 – Osceola Parkway Extension *SR 417 to Cyrils Drive*



429-309 – SR 429/Binion Road Interchange



Lowndes

MEMORANDUM

TO:	CFX Right of Way Committee Members
FROM:	Brendan Lynch, Esq., Brian Smith, Esq., Logan J. Opsahl, Esq.
DATE:	Lowndes, Drosdick, Doster, Kantor & Reed, P.A. April 17, 2024
RE:	Amended and Restated Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System
	Project: State Road 516, Lake/Orange Expressway, 516-236/516-237
	Parcel Numbers: 51-112A, 51-112B, 51-112C, 51-114A, 51-114B, 51-120A, 51-120B, 51-122A, 51-122B, 51-124, 51-127A, 51-127B, 51-128A, 51-128B, 51-130, 51-730, and 51-830

I. <u>BACKGROUND</u>

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

On June 8, 2023, the CFX governing Board passed Resolution No. 2023-431, A Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System (the "Resolution"). Subsequently, the legal descriptions of the Property, as defined in the Resolution, have been revised and corrected to accurately reflect the interests being sought by CFX. There is no change to the size of the takings on any of these parcels.

Therefore, this Amended and Restated Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System (the "Amended and Restated Resolution") amends and restates the Resolution in its entirety and properly describes all the parcels in the segment identified as 516-236, as well as additional parcels in the segment identified as 516-237.

Acquisition of the following Lake County parcels is necessary for the construction of the segment of the SR 516 Lake/Orange Expressway Project identified as 516-236, as more particularly depicted on Attachment "B" attached hereto:

- 1. Parcel 51-112A is a fee simple acquisition of 2,629 square feet for right of way.
- 2. Parcel 51-112B is a fee simple acquisition of 0.868 acres for right of way.

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- 3. Parcel 51-112C is a fee simple acquisition of 3.643 acres for limited access right of way.
- 4. Parcel 51-114A is a fee simple acquisition of 1.310 acres in Part 1 for right of way and 10,227 square feet in Part 2 for fee simple right of way, for an aggregate total of 1.545 acres.
- 5. Parcel 51-114B is a fee simple acquisition of 1.648 acres in Part 1 for right of way and 0.733 acres in Part 2 for fee simple right of way, for an aggregate total of 2.382 acres.
- 6. Parcel 51-120A is a fee simple acquisition of 26.409 acres in Part 1 for limited access right of way, 3.665 acres in Part 2 for fee simple right of way, 6.867 acres in Part 3 for fee simple right of way, and 15,976 square feet in Part 4 for fee simple right of way, for an aggregate total of 37.308 acres.
- 7. Parcel 51-120B is a fee simple acquisition of 1.308 acres in Part 1 for limited access right of way, 13,313 square feet in Part 2 for fee simple right of way, and 1.688 acres in Part 3 for fee simple right of way, for an aggregate total of 3.302 acres.
- 8. Parcel 51-122A is a fee simple acquisition of 16.405 acres in Part 1 for limited access right of way, 5.331 acres in Part 2 for fee simple right of way, 1.373 acres in Part 3 for fee simple right of way, 14,193 square feet in Part 4 for fee simple right of way, 10.351 acres in Part 5 for fee simple right of way, 7.656 acres in Part 6 for fee simple right of way, 3,139 square feet in Part 7 for fee simple right of way, and along a line without area in Part 8 for limited access rights only, for an aggregate total of 41.514 acres.
- 9. Parcel 51-122B is a fee simple acquisition of 145 square feet in Part 1 for limited access right of way and 1.118 acres in Part 2 for fee simple right of way, for an aggregate total of 1.121 acres.
- 10. Parcel 51-124 is a fee simple acquisition of 6.509 acres in Part 1 for limited access right of way and 778 square feet in Part 2 for fee simple right of way, for an aggregate total of 6.527 acres.
- 11. Parcel 51-127A is a fee simple acquisition of 1.303 acres for right of way.
- 12. Parcel 51-127B is a fee simple acquisition of 19,935 square feet for right of way.
- 13. Parcel 51-128A is a fee simple acquisition of 8.766 acres in Part 1 for limited access right of way, 2.014 acres in Part 2 for fee simple right of way, and 4.882 acres in Part 3 for fee simple right of way, for an aggregate total of 15.662 acres.
- 14. Parcel 51-128B is a fee simple acquisition of 7,016 square feet in Part 1 for limited access right of way, 0.780 acres in Part 2 for fee simple right of way, and 18,594

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square feet in Part 3 for fee simple right of way, for an aggregate total of 1.368 acres.

Acquisition of the following Lake County parcels is necessary for the construction of the segment of the SR 516 Lake/Orange Expressway Project identified as 516-237, also as more particularly depicted on Attachment "B" attached hereto:

- 1. Parcel 51-130 is a fee simple acquisition of 14.452 acres in Part A for limited access right of way, 10.591 acres in Part B for limited access right of way, 2.640 acres in Part C for limited access right of way, 2.224 acres in Part D for fee simple right of way, 1.334 acres in Part E for fee simple right of way, 13.263 acres in Part F for fee simple right of way, 1.529 acres in Part G for fee simple right of way, 173 square feet in Part H for fee simple right of way, 4.170 acres in Part I for fee simple right of way, 2.563 acres in Part J for fee simple right of way, and 3.943 acres in Part K for fee simple right of way, for an aggregate total of 56.713 acres.
- 2. Parcel 51-730 is an easement acquisition of 1,891 square feet for a temporary construction easement being acquired for entry upon and grading of and to the existing driveway.
- 3. Parcel 51-830 is an easement acquisition of 203 square feet for a perpetual easement being acquired for constructing, accessing, and maintaining the Conserv II utility line.

II. <u>REQUEST</u>

A recommendation of the Right-of-Way Committee for the Board's approval and adoption of the attached Amended and Restated Resolution to allow the acquisition of Parcels 51-112A, 51-112B, 51-112C, 51-114A, 51-114B, 51-120A, 51-120B, 51-122A, 51-122B, 51-124, 51-127A, 51-127B, 51-128A, 51-128B, 51-130, 51-730, and 51-830 for the construction of the SR 516 Lake/Orange Expressway Project. This approval is subject to any minor or clerical revisions approved by the General Counsel, General Engineering Consultant, or designee.

III. <u>ATTACHMENTS</u>

- A. Amended and Restated Resolution for Parcels 51-112A, 51-112B, 51-112C, 51-114A, 51-114B, 51-120A, 51-120B, 51-122A, 51-122B, 51-124, 51-127A, 51-127B, 51-128A, 51-128B, 51-130, 51-730, and 51-830 (with Exhibits to Amended and Restated Resolution of all Sketches of Description).
- B. Map for parcels identified in Segments 516-236 and 516-237.

ATTACHMENT "A"

Resolution No. 2024-Project Nos. 516-236 and 516-237 Parcel Nos. 51-112A, 51-112B, 51-112C, 51-114A, 51-114B, 51-120A, 51-120B, 51-122A, 51-122B, 51-124, 51-127A, 51-127B, 51-128A, 51-128B, 51-130, 51-730, and 51-830

AMENDED AND RESTATED RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS NECESSARY FOR THE EXPRESSWAY SYSTEM

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

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

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

WHEREAS, CFX has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the Expressway System, including the State Road 516 Lake/Orange Expressway Project 516-236 and 516-237, and CFX has determined that to do so it is necessary and in the public interest that CFX obtain certain parcels of land in Lake County, Florida in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as <u>Exhibit "A"</u> ("Property").

WHEREAS, on June 8, 2023, the CFX governing Board passed Resolution No. 2023-431, A Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System (the "Resolution") declaring certain property as necessary for the Expressway System and by this Amended and Restated Resolution seeks to amend and restate the Resolution to correct and revise the legal descriptions of the Property to accurately reflect the interests being sought by CFX.

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

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

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

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

ADOPTED this _____ day of _____ 2024.

ATTEST: _____

Regla ("Mimi") Lamaute Manager of Board Services Commissioner Brandon Arrington Board Chairman

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

By: ______ Its: _____ CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-112A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

EXHIBIT "A"

LEGAL DESCRIPTION

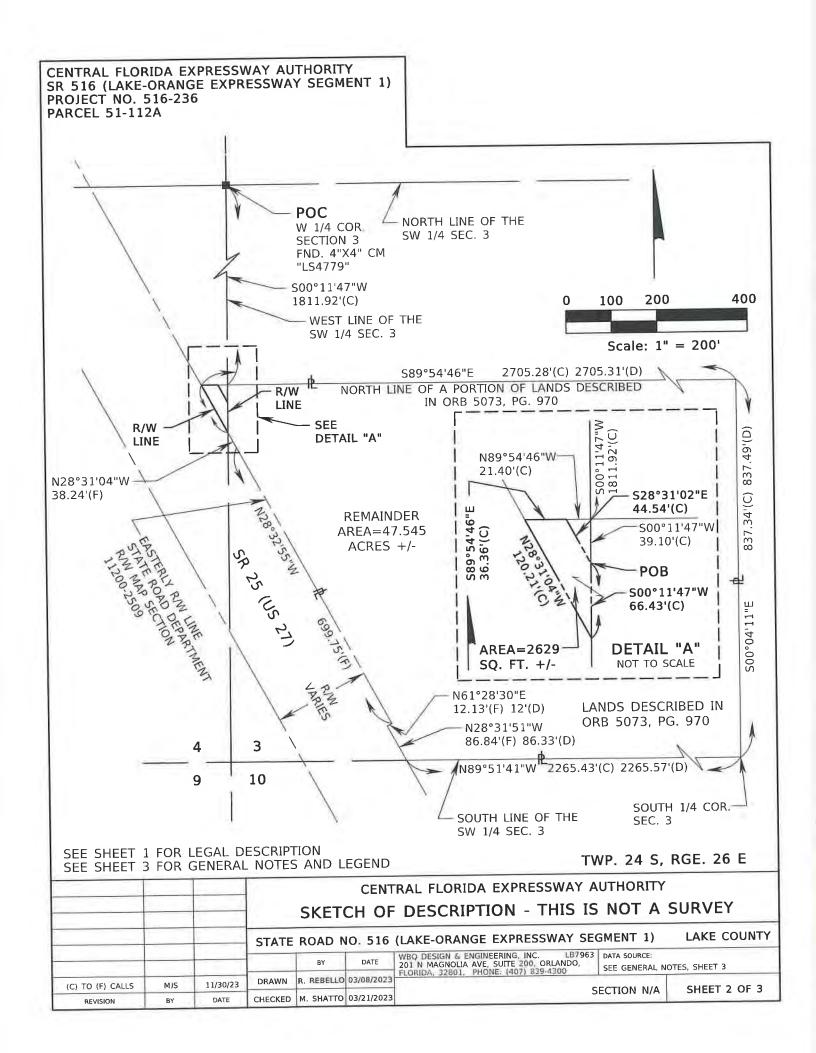
A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5073, PAGE 970 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 00°11'47" WEST, A DISTANCE OF 1811.92 FEET TO THE NORTH LINE OF A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5073, PAGE 970; THENCE CONTINUE ALONG SAID WEST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 39.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 39.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 66.43 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°31'04" WEST, A DISTANCE OF 120.21 FEET TO AFOREMENTIONED NORTH LINE OF A PORTION OF LANDS DESCRIBED; THENCE ALONG SAID NORTH LINE SOUTH 89°54'46" EAST, A DISTANCE OF 36.36 FEET; THENCE SOUTH 28°31'02" EAST, A DISTANCE OF 44.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 2629 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		SURVEY
	-		STATE	ROAD	NO. 516	(LAKE-ORANGE EXPRESSWAY - S	EGMENT 1)	LAKE COUNTY
	-	-		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO.	Dinni De Chezi	
ADD CALL	MJS	11/30/23	DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801; PHONE: (407) 839-4300	SEE GENERAL NO	DIES, SHEEL 3
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-112A

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 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING SOUTH 00°11'47" 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 ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037 5086566 DATED 01/14/2021 AT 8:00 A.M. AND FILE NO. 2037-6221640 DATED 09/25/2023 AT 8:00 A.M., UPDATED 3/06/2024 AT 8:00 A.M.

LEGEND

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I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA	PORTATIC RTIFY TH DF PRAC NT TO S Itto Digital Date: 21 ATTO, PS ESSIONA	DN IAT THIS ITICE AS SECTION 4 by signed by Marti 024.03.13 16461 M	REQUIR 172.027, 15hatto 6-04'00' DA	ED BY FLORID	CHAPTEF A STATU 3/13/2024	BOOK ON IS IN ACCORDANCE 5J-17 FLORIDA ADMI TES. 4 219	NISTRATIVE	5219 0 STATE OF STATE OF
FDOT = FLORID TRANSI I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA	PORTATIC RTIFY TH DF PRAC NT TO S ATTO Date: 2 ATTO, PS ESSIONA ITHOUT I FOR LEG	N TICE AS ECTION 4 by signed by Marti 024.03.13 16:46:1 M AL SURVE DIGITAL S GAL DESC	REQUIR 172.027, nJShatto 6-04'00' DA YOR ANI 5IGNATU RIPTION	PB OF DE ED BY FLORID ATE: D MAPPE RE AND	= PLAT SCRIPTIC CHAPTEF A STATU 8/13/2024	BOOK ON IS IN ACCORDANCE 3 5J-17 FLORIDA ADMI TES. 4	NISTRATIVE	* * * *
FDOT = FLORID TRANSI I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEET 1	PORTATIC RTIFY TH DF PRAC NT TO S ATTO Date: 2 ATTO, PS ESSIONA ITHOUT I FOR LEG	N TICE AS ECTION 4 by signed by Marti 024.03.13 16:46:1 M AL SURVE DIGITAL S GAL DESC	REQUIR 172.027, nJShatto 6-04'00' DA YOR ANI 5IGNATU RIPTION	PB OF DE ED BY FLORID ATE: D MAPPE RE AND	= PLAT SCRIPTIC CHAPTEF A STATU 8/13/2024 ER NO. 5 SEAL O	BOOK ON IS IN ACCORDANCE 5J-17 FLORIDA ADMI TES. 4 219	SURVEYOR	* * STATE OF
FDOT = FLORID TRANSI I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEET 1	PORTATIC RTIFY TH DF PRAC NT TO S ATTO Date: 2 ATTO, PS ESSIONA ITHOUT I FOR LEG	N TICE AS ECTION 4 by signed by Marti 024.03.13 16:46:1 M AL SURVE DIGITAL S GAL DESC	REQUIR 172.027, nJShatto 6-04'00' DA YOR ANI 5IGNATU RIPTION	PB OF DE ED BY FLORID ATE: O MAPPE RE AND	= PLAT SCRIPTIC CHAPTEF A STATU 8/13/2024 ER NO. 5 SEAL OF SEAL OF	BOOK N IS IN ACCORDANCE SJ-17 FLORIDA ADMI TES. 4 219 F A FLORIDA LICENSED	SURVEYOR	STATE OF
FDOT = FLORID TRANSI I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEET 1	PORTATIC RTIFY TH DF PRAC NT TO S ATTO Date: 2 ATTO, PS ESSIONA ITHOUT I FOR LEG	N TICE AS ECTION 4 by signed by Marti 024.03.13 16:46:1 M AL SURVE DIGITAL S GAL DESC	REQUIR 172.027, 15hatto 6-04'00' DA YOR ANI 5IGNATU RIPTION DESCRIP	PB OF DE ED BY FLORID ATE: D MAPPE RE AND TION SKET	= PLAT SCRIPTIC CHAPTEF A STATU 3/13/2024 ER NO. 5 SEAL OF CENT CENT	BOOK N IS IN ACCORDANCE SJ-17 FLORIDA ADMI TES. 4 219 F A FLORIDA LICENSED FRAL FLORIDA EXPRE	SURVEYOR SSWAY AU	STATE OF SZ19 STATE OF STATE OF UTHORITY NOT A SURVEY
FDOT = FLORID TRANSI I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEET 1	PORTATIC RTIFY TH DF PRAC NT TO S ATTO Date: 2 ATTO, PS ESSIONA ITHOUT I FOR LEG	N TICE AS ECTION 4 by signed by Marti 024.03.13 16:46:1 M AL SURVE DIGITAL S GAL DESC	REQUIR 172.027, 15hatto 6-04'00' DA YOR ANI 5IGNATU RIPTION DESCRIP	PB OF DE ED BY FLORID ATE: D MAPPE RE AND TION SKET	= PLAT SCRIPTIC CHAPTEF A STATU 3/13/2024 ER NO. 5 SEAL OF CENT CENT	BOOK N IS IN ACCORDANCE SJ-17 FLORIDA ADMI TES. 4 219 F A FLORIDA LICENSED TRAL FLORIDA EXPRE DESCRIPTION - (LAKE-ORANGE EXPRES	SURVEYOR SSWAY AU THIS IS	UTHORITY NOT A SURVEY
FDOT = FLORID TRANSI I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEET 1 SEE SHEET 2	PORTATIC RTIFY TH DF PRAC NT TO S Itto Digital Date 22 ATTO, PS ESSIONA ITHOUT I FOR LEG FOR SKE	AT THIS TICE AS SECTION 4 hy signed by Marti 024.03.13 16:46:1 M AL SURVE DIGITAL S GAL DESC SAL DESC	REQUIR 172.027, 15hatto 6-04'00' YOR ANE SIGNATU RIPTION DESCRIP' STATE	PB OF DE ED BY FLORID ATE: D MAPPE RE AND TION TION SKET ROAD I	= PLAT SCRIPTIC CHAPTEF A STATU 8/13/2024 R NO. 5 SEAL OF CENT CH OF NO. 516	BOOK N IS IN ACCORDANCE SJ-17 FLORIDA ADMI TES. 4 219 F A FLORIDA LICENSED FRAL FLORIDA EXPRE F DESCRIPTION -	SURVEYOR SURVEYOR ESSWAY AU THIS IS SSWAY SEG C. LB7963 G. ORLANDO, 339-4300	UTHORITY NOT A SURVEY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-112B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

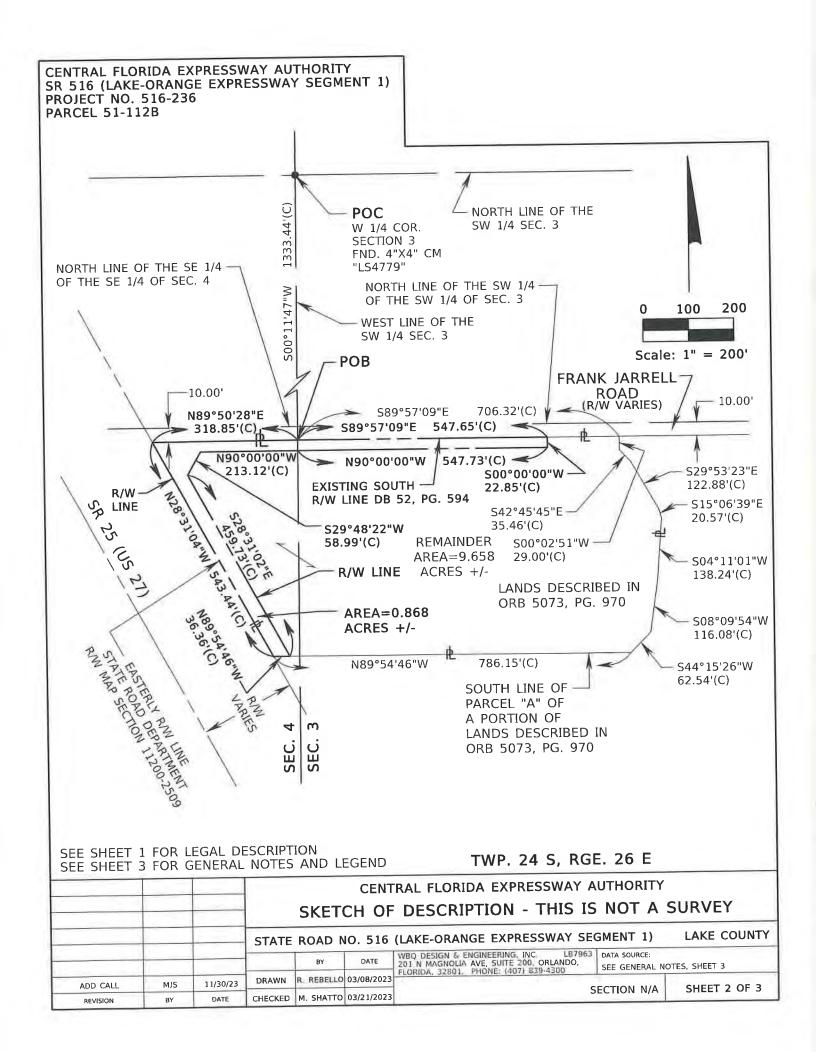
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5073, PAGE 970, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS 4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 00°11'47" WEST, A DISTANCE OF 1333.44 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH LINE, BEING 10.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 89°57'09" EAST, A DISTANCE OF 547.65 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 22.85 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 547.73 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE NORTH 90°00'00" WEST, A DISTANCE OF 213.12 FEET; THENCE SOUTH 29°48'22" WEST, A DISTANCE OF 58.99 FEET; THENCE SOUTH 28°31'02" EAST, A DISTANCE OF 459.73 FEET TO A POINT ON THE SOUTH LINE OF PARCEL "A" OF A PORTION OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5073, PAGE 970; THENCE ALONG SAID SOUTH LINE NORTH 89°54'46" WEST, A DISTANCE OF 36.36 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°31'04" WEST, A DISTANCE OF 543.44 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD; THENCE ALONG SAID SOUTH LINE, BEING 10.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4 NORTH 89°50'28"EAST, A DISTANCE OF 318.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.868 ACRE, MORE OR LESS.

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

				SKET		RAL FLORIDA EXPRESSWAY A		SURVEY
			STATE	ROAD	NO. 516	(LAKE-ORANGE EXPRESSWAY - S	EGMENT 1)	LAKE COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	DTES SHEET 3
ADD CALL	MJS	11/30/23	DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-112B

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 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING SOUTH 00°11'47" 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 ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5564837 DATED 09/21/2022 AT 8:00 A.M., UPDATED 09/26/2023 AT 8:00 A.M., UPDATED 03/05/2024 AT 8:00 A.M.

LEGEND

UPDATE TITLE DATE REVISION	BY	DATE	CHECKED		03/21/2023		SE	CTION N/A SHEET 3 OF 3
	MJS	11/30/23	DRAWN	K. REBELLO	03/08/2023	The second restriction of the second second second		
UPDATE TITLE DATE	MJS	3/11/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. 201 N MAGNOLIA AVE, SUITE 200, OR FLORIDA, 32801, PHONE: (407) 839-4	LANDO, 1300	DATA SOURCE: DEE NOTE 3 ABOVE
			STATE	ROAD	NO. 516	(LAKE-ORANGE EXPRESS)		
				SKET	CH OF	DESCRIPTION - T	HIS IS	NOT A SURVEY
						RAL FLORIDA EXPRESS		
SEE SHEET 2	FOR SKE	ETCH OF	DESCRIP	HON				
AND MAPPER. SEE SHEET 1	ATTO, PS ESSION ITHOUT	AL SURVE DIGITAL S GAL DESC	YOR ANI SIGNATU RIPTION	D MAPPE RE AND	3/11/202 ER NO. 5 SEAL O		JRVEYOR	* * STATE OF
STANDARDS CODE PURSUA	OF PRAC	TICE AS	REQUIR 172.027,	ED BY	CHAPTER	N IS IN ACCORDANCE W 5J-17 FLORIDA ADMINIS TES.	TTH THE	JOSEPH Skilling Se No 29 5219
(F) = FIELD FDOT = FLORIE TRANS	DA DEPAR SPORTATIO			ዋ (P) PB	= PROPI = PLAT = PLAT		UE	= UTILITY EASEMENT
Δ = DELTA FND. = FOUNE		l angle)		PLS	= PROFE	SSIONAL LAND SURVEYOR	TWP.	= TOWNSHIP
ESMT = EASEM				ORB PG.	= OFFIC = PAGE	AL RECORD BOOK	TB TC	= TANGENT BEARING = TANGENT TO CURVE
DB = DEED DR = DRIVE	BOOK			OR	= OFFIC	AL RECORD	Т	= TANGENT
(D) = DEED				NT NTS	= NON-T = NOT T	ANGENT O SCALE	SR SO.FT	= STATE ROAD = SQUARE FEET
CSX = CHESS D = DEGRE		ARD CONS	ULIDATEL	N&D	= NAIL &			= SOUTHEASTERLY
CR = COUNT				N/A NL	= NOT A = NAIL	PPLICABLE	R/W SEC.	= RIGHT OF WAY = SECTION
COR. = CORNE CM = CONCR		UMENT		NO.	= NUMB	ER	REF.	= REFERENCE
CO. = COUNT				L/A MON-		D ACCESS MENTATION/MONUMENT	RR RGE.	= RAILROAD = RANGE
AUTHC	RITY	DA ENINES	544741	LB		SED BUSINESS	R	= RADIUS
		IER RECOR DA EXPRES		L		H OF CURVE		= PROJECT
C) = CALCU	lated Da		_	IR IRC		ROD OR REBAR ROD AND CAP	POC PT	= POINT OF COMMENCEMENT = POINT OF TANGENCY
CB = CHORD = CENTEI		ז		IP	= IRON	PIPE	POB	= POINT OF BEGINNING
				FPID ID		CIAL PROJECT IDENTIFICATION FICATION	I PC PI	= POINT OF CURVATURE = POINT OF INTERSECTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-112C PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5073, PAGE 970, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

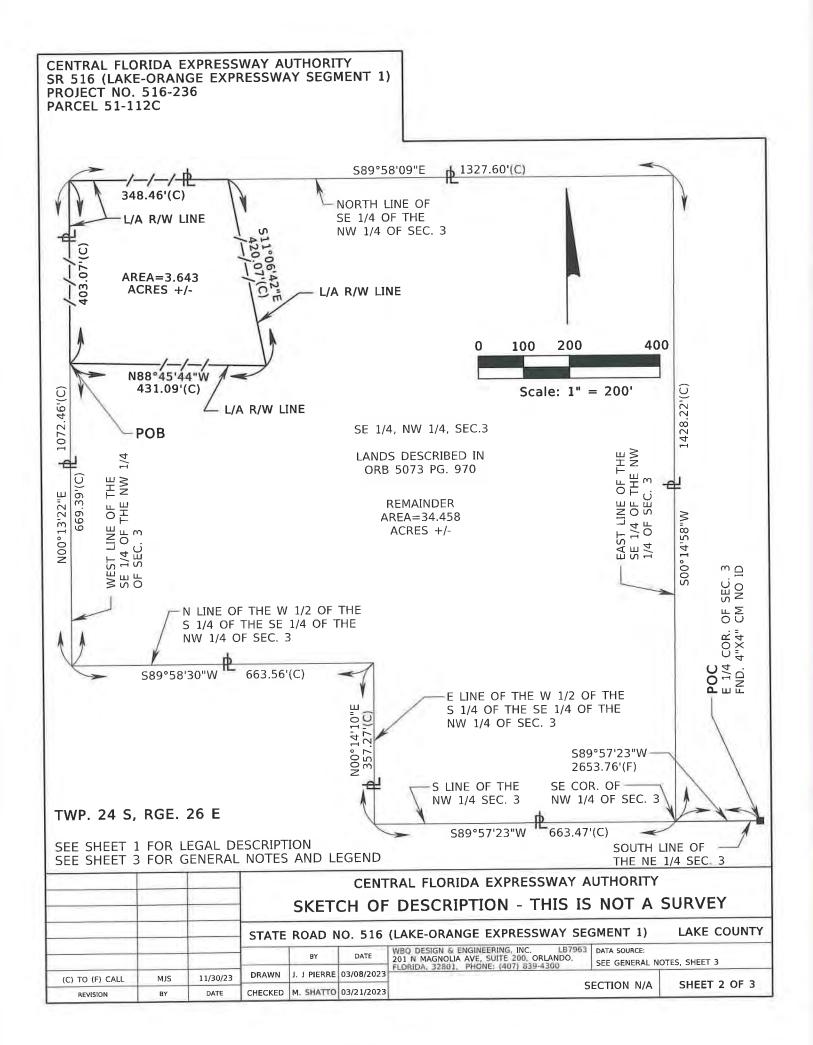
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SAID SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 SOUTH 89°57'23" WEST, A DISTANCE OF 2653.76 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 CONTINUE SOUTH 89°57'23" WEST. A DISTANCE OF 663.47 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTH QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID EAST LINE NORTH 00°14'10" EAST, A DISTANCE OF 357.27 FEET TO THE NORTH LINE OF THE WEST HALF OF THE SOUTH QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID NORTH LINE SOUTH 89°58'30" WEST, A DISTANCE OF 663.56 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID WEST LINE NORTH 00°13'22" EAST, A DISTANCE OF 669.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°13'22" EAST, A DISTANCE OF 403.07 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID NORTH LINE SOUTH 89°58'09" EAST, A DISTANCE OF 348.46 FEET; THENCE SOUTH 11°06'42" EAST, A DISTANCE OF 420.07 FEET; THENCE NORTH 88°45'44" WEST, A DISTANCE OF 431.09 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 3.643 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		SURVEY
			STATE	ROAD	10. 516	(LAKE-ORANGE EXPRESSWAY SEG	GMENT 1)	LAKE COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	ATEC CUEET 2
	1		DRAWN	J. J PIERRE	03/08/2023		SEE GENERAL NO	JIES, SHEET 3
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SE	ECTION N/A	SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-112C

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 QUARTER OF SECTION 3, TOWNSHP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING SOUTH 89°57'23" 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 ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-6182397 DATED SEPTEMBER 5, 2022 AT 8:00 A.M., UPDATED 10/06/2023 AT 8:00 A.M., UPDATED 3/06/2024 AT 8:00 A.M.

LEGEND

$\begin{array}{rcl} CHD. & = \\ CB & = \\ CB & = \\ CB & = \\ CB & = \\ CCR & = \\ CCR & = \\ CFX & = \\ AUTHORITY \\ CO. & = \\ COR. & = \\ COR. & = \\ CR & = \\$	CHORD DIS CHORD BEA CENTERLINE CALCULATEI CERTIFIED C CENTRAL FL COUNTY CORNER CONCRETE COUNTY RC CHESSIE SE DEGREE DEED DATA DEED BOOK DRIVE EASEMENT DELTA (CEN FOUND FIELD DATA FLORIDA DI	RING D DATA CORNER RE LORIDA EXF MONUMENT DAD ABOARD C	ressway r onsolida le)	LB L/A MON NO. N/A	= IDEN = IRON = IRON = IRON = LEN = LICE = LIMI = NON = NON = NON = NON = NON = NON = OFF = PAG = PRC = PLA	N ROD OR REBAR N ROD AND CAP GTH OF CURVE ENSED BUSINESS TED ACCESS NUMENTATION/MONU ABER APPLICABLE L L & DISK N-TANGENT F TO SCALE ICIAL RECORD ICIAL RECORD BOOK	MENT	PI POC PT PROJ. R RGE. RGE. REF. R/W SEC. SELY SR	 POINT O POINT O POINT O POINT O POINT O PROJECT RADIUS RAILROA RANGE REFEREN RIGHT O SECTION SOUTHEA STATE R SQUARE TANGEN TANGEN TOWNSH UTILITY 	D NCE PF WAY ASTERLY COAD FEET T T BEARING T TO CURVE HIP EASEMENT
I HEREBY STANDARDS CODE PURS Martin J S MARTIN J. S	CERTIFY TH S OF PRACE SUANT TO S hatto Digital shatto Date: 1 SHATTO, PS ROFESSION, WITHOUT ER. 1 FOR LEG	HAT THIS CTICE AS SECTION 4 ly signed by Marti 024.03.12 11:20:3 SM AL SURVE DIGITAL S GAL DESC	REQUIR 172.027, 1 ⁹ 9-04'00' DA YOR ANE 51GNATU	OF DES ED BY C FLORIDA TE:3/ D MAPPEF RE AND S	CRIPTIO HAPTER STATU 12/2024 NO. 52 SEAL OF	N IS IN ACCORDA 5J-17 FLORIDA TES. 219 A FLORIDA LICEN RAL FLORIDA E	ADMINISTRA NSED SURVI		THORITY	STATE OF
				SKETC	CH OF	DESCRIPTIO	N - THIS	5 IS	NOT A	SURVEY
	_		STATE	ROAD N		(LAKE-ORANGE E)			MENT 1)	LAKE COUNTY
UPDATE TITLE D.	ATE MJS	3/12/2024		BY	DATE	WBO DESIGN & ENGINEER 201 N MAGNOLIA AVE, SU FLORIDA, 32801, PHONE:	ITE 200, ORLAND (407) 839-4300	0, s	EE NOTE 3 ABC	DVE
UPDATE TITLE D	ATE MJS	11/30/23	DRAWN	J. J PIERRE	03/08/2023	TEGRAMA, 32003, FINANC,	11011 032 4200			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	· · · · · · · · · · · · · · · · · · ·		SEC	CTION N/A	SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-114A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF SOUTHEAST OUARTER OF SAID SECTION 4 SOUTH 00°11'47" WEST, A DISTANCE OF 670.47 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 632.97 FEET TO THE SOUTH LINE OF SAID DESCRIBED LANDS AND THE NORTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594; THENCE ALONG SAID SOUTH LINE AND NORTH RIGHT OF WAY LINE SOUTH 89°50'28" WEST, A DISTANCE OF 335.23 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°31'04" WEST, A DISTANCE OF 382.51 FEET TO THE SOUTHERLY LINE OF WATER RETENTION AREA POND C AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE ALONG SAID SOUTHERLY LINE NORTH 55°11'38" EAST, A DISTANCE OF 71.48 FEET: THENCE SOUTH 32°24'25" EAST, A DISTANCE OF 24.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 26520.37 FEET, A CHORD BEARING OF SOUTH 28°03' 55" EAST AND A CHORD DISTANCE OF 62.10 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 28°07'56" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°08'03", A DISTANCE OF 62.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 24659.77 FEET, A CHORD BEARING OF SOUTH 27°30'43" EAST AND A CHORD DISTANCE OF 246.62 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 27°47'55" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°34'23", A DISTANCE OF 246.62 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 24595.56 FEET, A CHORD BEARING OF SOUTH 26°53'26" EAST AND A CHORD DISTANCE OF 36.82 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 26°56'00" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°05'09", A DISTANCE OF 36.82 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 260.05 FEET; THENCE NORTH 00°11'58" EAST, A DISTANCE OF 584.26 FEET TO AFOREMENTIONED NORTH LINE OF DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°58'23" EAST, A DISTANCE OF 26.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.310 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		SURVEY
			STATE	ROAD	10. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY
	1		-	BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	
			DRAWN	J. J PIERRE	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL NO	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 1 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-114A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

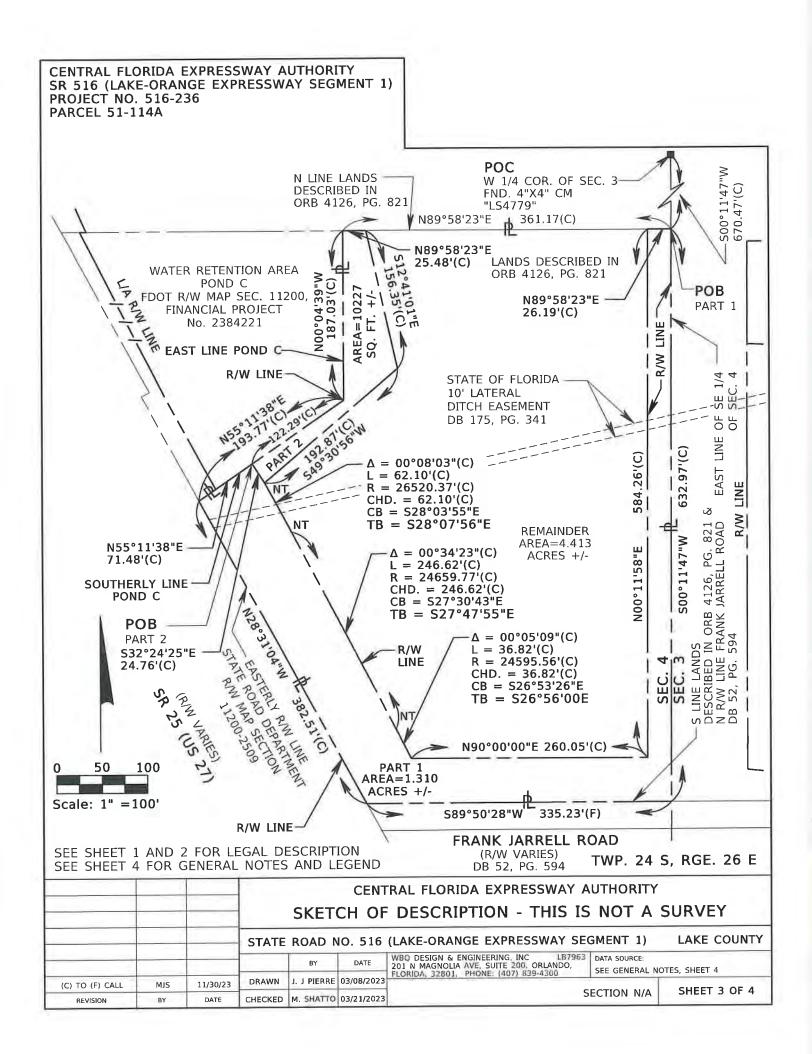
COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 4 SOUTH 00°11'47" WEST, A DISTANCE OF 670.47 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 632.97 FEET TO THE SOUTH LINE OF SAID DESCRIBED LANDS AND THE NORTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594; THENCE ALONG SAID SOUTH LINE AND NORTH RIGHT OF WAY LINE SOUTH 89°50'28" WEST, A DISTANCE OF 335.23 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°31'04" WEST, A DISTANCE OF 382.51 FEET TO THE SOUTHERLY LINE OF WATER RETENTION AREA POND C AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE ALONG SAID SOUTHERLY LINE NORTH 55°11'38" EAST, A DISTANCE OF 71.48 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE CONTINUE NORTH 55°11'38" EAST, A DISTANCE OF 122.29 FEET TO THE EAST LINE OF SAID POND C; THENCE ALONG SAID EAST LINE NORTH 00°04'39" WEST, A DISTANCE OF 187.03 FEET TO AFOREMENTIONED NORTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°58'23" EAST, A DISTANCE OF 25.48 FEET; THENCE SOUTH 12°41'01" EAST, A DISTANCE OF 156.35 FEET; THENCE SOUTH 49°30'56" WEST, A DISTANCE OF 192.87 FEET; THENCE NORTH 32°24'25" WEST, A DISTANCE OF 24.76 FEET TO THE POINT OF **BEGINNING.**

CONTAINING 10227 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 1.545 ACRES, MORE OR LESS.

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

			-		CENT	RAL FLORIDA EXPRESSWAY AUT	HORITY	
				SKET	CH OF	DESCRIPTION - THIS IS N	A TO	SURVEY
	-		STATE	ROAD	10. 516	(LAKE-ORANGE EXPRESSWAY SEGME	ENT 1)	LAKE COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUJTE 200, ORLANDO,	TA SOURCE:	
		-	DRAWN	J. J PIERRE	03/08/2023		E GENERAL NO	DTES, SHEET 4
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECT	FION N/A	SHEET 2 OF 4



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-114A

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 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING SOUTH 00°11'47" 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 ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589320 DATED 09/13/2022 AT 8:00 A.M., UPDATED 09/13/2023 AT 8:00 A.M., UPDATED 2/22/2024 AT 8:00 A.M.

LEGEND

$\begin{array}{llllllllllllllllllllllllllllllllllll$	LINE ATED DA' ED CORN L FLORID RITY ETE MONU Y ROAD E SEABOA E SEA	TA ER RECORI A EXPRESS JMENT ARD CONSC	5WAY	ID IP IR LC LB L/A MON. NO. N/A NI	= IDE = IRC = IRC = IRC = LEN = LIC = LIM = MO = NU = NO = NA = NA = NO = OFF = PAC = PRC	T APPLICABLE IL IL & DISK N-TANGENT T TO SCALE FICIAL RECORD FICIAL RECORD BOOK	PI POB POC PT PROJ. R RR RGE. R/W SEC. SELY SR	= POINT O = POINT O = POINT O = POINT O = PROJECT = RADIUS = RAILROA = RANGE = REFEREN = RIGHT C = SECTION = SOUTHE. = SQUARE = TANGEN = TANGEN = TANGEN	ND NCE DF WAY I ASTERLY ROAD E FEET T T BEARING T TO CURVE HIP
I HEREBY CEI STANDARDS (CODE PURSUA Martin J Sha MARTIN J. SHA	A DEPART ORTATION RTIFY TH DF PRAC NT TO 5 Htto Digital tto Digital tto Digital State Digital tto Digital State State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digita Dig	N HAT THIS CTICE AS SECTION 4 hysigned by Mart 2024.03.13 16:47: SM AL SURVE DIGITAL S FOR LEG	REQUIR 472.027, ^{In J} 9-04'00' D/ YOR ANI 5IGNATU AL DESC	ED BY CI FLORIDA ATE: <u>3/:</u> D MAPPER RE AND S CRIPTIONS	= PLA CRIPTIC HAPTEF STATU 13/2024	4	RATIVE	HILE CONTRACTOR CONTRA	STATE OF
FDOT = FLORID TRANSP I HEREBY CEI STANDARDS (CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID W AND MAPPER. SEE SHEETS 3	A DEPART ORTATION RTIFY TH DF PRAC NT TO 5 Htto Digital tto Digital tto Digital State Digital tto Digital State State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digita Dig	N HAT THIS CTICE AS SECTION 4 hysigned by Mart 2024.03.13 16:47: SM AL SURVE DIGITAL S FOR LEG	REQUIR 472.027, ^{In J} 9-04'00' D/ YOR ANI 5IGNATU AL DESC	PB OF DESC ED BY CI FLORIDA ATE: <u>3/:</u> D MAPPER RE AND S CRIPTIONS TION	= PLA CRIPTIC HAPTEF STATU 13/2024 NO. 5 SEAL O	AT BOOK ON IS IN ACCORDANCE WI S 5J-17 FLORIDA ADMINIST TES. 4 219 F A FLORIDA LICENSED SUF	RATIVE RVEYOR VAY AU	THORITY	ed Land Survey
FDOT = FLORID TRANSP I HEREBY CEI STANDARDS (CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID W AND MAPPER. SEE SHEETS 3	A DEPART ORTATION RTIFY TH DF PRAC NT TO 5 Htto Digital tto Digital tto Digital State Digital tto Digital State State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digita Dig	N HAT THIS CTICE AS SECTION 4 hysigned by Mart 2024.03.13 16:47: SM AL SURVE DIGITAL S FOR LEG	REQUIR 472.027, In J 19-04'00' DA YOR ANI 5IGNATU AL DESC DESCRIP	PB OF DESC ED BY CI FLORIDA ATE:	= PLA CRIPTIC HAPTEF STATU 13/2020 13/2020 NO. 5 SEAL O CENT H OF	AT BOOK ON IS IN ACCORDANCE WI SJ-17 FLORIDA ADMINIST TES. 4 219 F A FLORIDA LICENSED SUF TRAL FLORIDA EXPRESS F DESCRIPTION - TH	RATIVE RVEYOR VAY AU IS IS	ITHORITY NOT A	SURVEY
FDOT = FLORID TRANSP I HEREBY CEI STANDARDS (CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID W AND MAPPER. SEE SHEETS 3 SEE SHEET 3	A DEPART ORTATION RTIFY THO DF PRACE NT TO State tto Shatto Deleta State 2 ATTO, PS ESSION/ ITHOUT AND 2 FOR SKE	N HAT THIS CTICE AS SECTION 4 hysigned by Mart 2024.03.13 1647:: SM AL SURVE DIGITAL S FOR LEG ETCH OF	REQUIR 472.027, In J 19-04'00' DA YOR ANI 5IGNATU AL DESC DESCRIP	PB OF DESC ED BY CI FLORIDA ATE:	= PLA CRIPTIC HAPTEF STATU 13/2020 13/2020 NO. 5 SEAL O CENT H OF	AT BOOK ON IS IN ACCORDANCE WIT S 5J-17 FLORIDA ADMINIST TES. 4 219 F A FLORIDA LICENSED SUF FRAL FLORIDA EXPRESS F DESCRIPTION - TH (LAKE-ORANGE EXPRESSW WED DESIGN 6. ENGINEERING INC.	RATIVE RVEYOR VAY AU IS IS AY SEGI	ITHORITY NOT A	ed Land Survey
FDOT = FLORID TRANSP I HEREBY CEI STANDARDS (CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID W AND MAPPER. SEE SHEETS 3	A DEPART ORTATION RTIFY TH DF PRAC NT TO 5 Htto Digital tto Digital tto Digital State Digital tto Digital State State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digital State Digita Dig	N HAT THIS CTICE AS SECTION 4 hysigned by Mart 2024.03.13 16:47: SM AL SURVE DIGITAL S FOR LEG	REQUIR 472.027, In J 19-04'00' DA YOR ANI 5IGNATU AL DESC DESCRIP	PB OF DESC ED BY CI FLORIDA ATE:	= PLA CRIPTIC HAPTEF STATU 13/2024 NO. 5 EAL O CENT H OF D. 516 DATE	AT BOOK ON IS IN ACCORDANCE WI S 5J-17 FLORIDA ADMINIST TES. 4 219 F A FLORIDA LICENSED SUF TRAL FLORIDA LICENSED SUF DESCRIPTION - TH (LAKE-ORANGE EXPRESSW	RATIVE RVEYOR VAY AU IS IS AY SEGI	ITHORITY NOT A S MENT 1)	SURVEY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-114B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LYING IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°11'47" WEST ALONG THE WEST LINE OF SOUTHWEST QUARTER OF SECTION 3, A DISTANCE OF 661.72 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 89°59'53" EAST, A DISTANCE OF 594.89 FEET; THENCE SOUTH 26°41'19" WEST, A DISTANCE OF 25.47 FEET; THENCE NORTH 89°59'55" WEST, A DISTANCE OF 499.72 FEET; THENCE SOUTH 00°11'58" WEST, A DISTANCE OF 583.85 FEET; THENCE SOUTH 84°31'56" EAST, A DISTANCE OF 372.39 FEET TO THE NORTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594; SAID POINT BEING 20 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89°57'09" WEST, A DISTANCE OF 454.60 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 641.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.648 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		SURVEY
	()		STATE	ROAD N	10. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY
			1	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NO	TES, SHEET 4
			DRAWN	J. J PIERRE	03/08/2023	the second s	ECTION N/A	SHEET 1 OF 4
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	5	ECTION N/A	

LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LYING IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

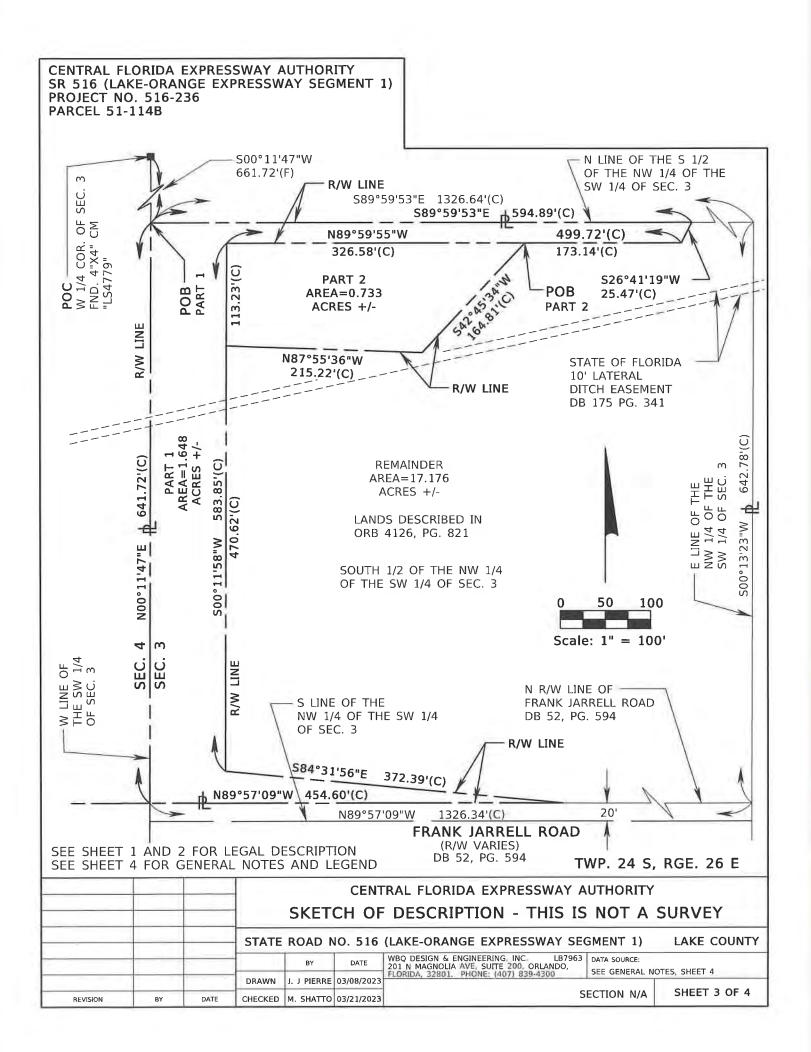
COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°11'47" WEST ALONG THE WEST LINE OF SOUTHWEST QUARTER OF SECTION 3, A DISTANCE OF 661.72 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 89°59'53" EAST, A DISTANCE OF 594.89 FEET; THENCE SOUTH 26°41'19" WEST, A DISTANCE OF 25.47 FEET; THENCE NORTH 89°59'55" WEST, A DISTANCE OF 173.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42°45'34" WEST, A DISTANCE OF 164.81 FEET; THENCE NORTH 87°55'36" WEST, A DISTANCE OF 215.22 FEET; THENCE NORTH 00°11'58" EAST, A DISTANCE OF 113.23 FEET; SOUTH 89°59'55" EAST, A DISTANCE OF 326.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.733 ACRES, MORE OR LESS,

CONTAINING IN THE AGGREGATE 2.382 ACRES, MORE OR LESS,

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

				SKET		RAL FLORIDA EXPRESSWAY A		SURVEY			
			STATE	ROAD	10. 516	(LAKE-ORANGE EXPRESSWAY SEG	GMENT 1)	LAKE COUNTY			
	1		-	BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO				
			DRAWN	J. J PIERRE	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL NU				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A SHEET 2 OF 4					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-114B

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 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING SOUTH 00°11'47" 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 ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5086650 DATED JANUARY 15, 2021 AT 8:00 A.M. AND FILE NO. 2037-6221640 DATED 09/25/2023 AT 8:00 A.M., UPDATED 3/06/2024 AT 8:00 A.M.

LEGEND

CR = COUNTY RCSX = CHESSIE SD = DEGREE(D) = DEED DATDB = DEED BOODR. = DRIVEESMT. = EASEMEN	EARING NE ED DATA CORNER RECORE FLORIDA EXPRESS Y E MONUMENT ROAD SEABOARD CONSC TA DK T ENTRAL ANGLE) TA DEPARTMENT OF	WAY LB L/A MON. NO. N/A NL	 NUMBER NOT APPLICABLE NAIL NAIL & DISK NON-TANGENT NOT TO SCALE OFFICIAL RECORD 	$\begin{array}{rcl} PI &=& POINT \;\; OF \;\; INTERSECTIO \\ POB &=& POINT \;\; OF \;\; BEGINNING \\ POC &=& POINT \;\; OF \;\; COMMENCEN \\ PT &=& POINT \;\; OF \;\; TANGENCY \\ PROJ. &=& PROJECT \\ R &=& RADIUS \\ RR &=& RAILROAD \\ RGE. &=& RANGE \\ REF. &=& REFERENCE \\ R/W &=& RIGHT \;\; OF \;\; WAY \\ SEC. &=& SECTION \\ SELY &=& SOUTHEASTERLY \\ SR &=& STATE \;\; ROAD \\ SQ.FT. &=& SQUARE \;\; FEET \\ T &=& TANGENT \\ TB &=& TANGENT \;\; BEARING \\ TC &=& TANGENT \;\; TO \;\; CURVE \\ \end{array}$	N	
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: DATE: DATE: DATE: J12/2024 MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. SEE SHEET 1 AND 2 FOR LEGAL DESCRIPTION SEE SHEET 3 FOR SKETCH OF DESCRIPTION						
		CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
	STATE ROAD NO. 510 (EARE ORANGE EXTREDUCTION F)					
UPDATE TITLE DATE	MJS 3/12/2024	DRAWN J. J PIERRE C	DATE WBQ DESIGN & ENGINEERING, INC. 201 N MAGNOLIA AVE, SUITE 200, O FLORIDA, 32801, PHONE: (407) 839	DRLANDO, 3-4300 SEE NOTE 3 ABOVE	_	
UPDATE TITLE DATE	MJS 11/30/23	DRAWN J. J PIERRE C CHECKED M. SHATTO		SECTION N/A SHEET 4 C	DF 4	
REVISION	BY DATE	CHECKED M. SHATTO				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-120A PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, NORTH 00°11'47" EAST, A DISTANCE OF 686.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 546.59 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF NORTH 72°35'56" EAST AND A CHORD DISTANCE OF 661.79 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°24'33" EAST. NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°37'13", A DISTANCE OF 663.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF NORTH 63°07'55" EAST AND A CHORD DISTANCE OF 140.82 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'50", A DISTANCE OF 140.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 61°28'30" EAST, A DISTANCE OF 84.80 FEET; THENCE NORTH 77°16'29" EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 61°28'30" EAST, A DISTANCE OF 460.80 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3: THENCE CONTINUE NORTH 61°28'30" EAST. A DISTANCE OF 1514.80 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID EAST LINE SOUTH 00°14'58" WEST, A DISTANCE OF 251.94 FEET; THENCE SOUTH 61°28'30" WEST, A DISTANCE OF 1175.66 FEET; THENCE SOUTH 11°06'42" EAST, A DISTANCE OF 260.69 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST OUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID SOUTH LINE NORTH 89°58'09" WEST, A DISTANCE OF 348.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 SOUTH 00°13'22" WEST, A DISTANCE OF 403.07 FEET; THENCE NORTH 88°45'44" WEST, A DISTANCE OF 535.54 FEET; THENCE SOUTH 51°30'17" WEST, A DISTANCE OF 141.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1517.00 FEET, A CHORD BEARING OF SOUTH 61°40'34" WEST AND A CHORD DISTANCE OF 535.41 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 51°30'43" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°19'42", A DISTANCE OF 538.23 FEET; THENCE SOUTH 79°41'43" WEST, A DISTANCE OF 204.23 FEET; THENCE NORTH 21°48'37" WEST, A DISTANCE OF 27.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 26.409 ACRES, MORE OR LESS.

SEE SHEET 5 FOR SKETCH OF DESCRIPTION SEE SHEET 9 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
			-	SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY				
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY				
				ВҮ	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 9				
REVISE DISTANCE	MJS	11/30/23	DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAE N	ores, sheer s				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	3 SECTION N/A SHEET 1 OF 9						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-120A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 NORTH 00°11'47" EAST, A DISTANCE OF 1233.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 60.91 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2375.00 FEET, A CHORD BEARING OF NORTH 74°06'32" EAST AND A CHORD DISTANCE OF 500.66 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°09'34" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'02", A DISTANCE OF 501.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE ALONG SAID CURVE CONCAVE TO THE NORTHWESTERLY HAVING A RADIUS OF 2375.00 FEET, A CHORD BEARING OF NORTH 64°46'01" EAST AND A CHORD DISTANCE OF 272.76 FEET; THENCE FROM A TANGENT BEARING OF NORTH 68°03'31" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°35'01", A DISTANCE OF 272.91 FEET TO THE POINT OF TANGENCY; THENCE NORTH 61°28'30" EAST, A DISTANCE OF 232.66 FEET; THENCE NORTH 75°25'49" EAST, A DISTANCE OF 157.57 FEET; THENCE NORTH 61°28'30" EAST, A DISTANCE OF 278.23 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE NORTH 61°28'30" EAST, A DISTANCE OF 1514.83 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID EAST LINE SOUTH 00°14'58" WEST, A DISTANCE OF 54.76 FEET; THENCE SOUTH 61°28'30" WEST, A DISTANCE OF 1514.80 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE SOUTH 61°28'30" WEST, A DISTANCE OF 460.80 FEET; THENCE SOUTH 77°16'29" WEST, A DISTANCE OF 95.49 FEET; THENCE SOUTH 61°28'30" WEST, A DISTANCE OF 84.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF SOUTH 63°07'55" WEST AND A CHORD DISTANCE OF 140.82 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'50", A DISTANCE OF 140.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF SOUTH 72°35'56" WEST AND A CHORD DISTANCE OF 661.79 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°37'13", A DISTANCE OF 663.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.665 ACRES, MORE OR LESS.

SEE	SHEET	6	FOR	SKETCH OF DESCRIPTION
SEE	SHEET	9	FOR	GENERAL NOTES AND LEGEND

			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY										
			-	SKET	CH OF	DESCRIPTION - THIS IS	NOT A S	SURVEY						
			STATE	ROAD	NO. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY						
	1			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	TES SHEET Q						
			DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL NO							
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 2 OF 9						

LEGAL DESCRIPTION

PART 3

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 NORTH 00°11'47" EAST, A DISTANCE OF 1294.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 137.34 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 196.22 FEET; THENCE NORTH 77°56'58" EAST, A DISTANCE OF 151.72 FEET; THENCE NORTH 69°43'24" EAST, A DISTANCE OF 738.84 FEET; THENCE SOUTH 19°19'55" EAST, A DISTANCE OF 272.16 FEET; THENCE SOUTH 61°28'30" WEST, A DISTANCE OF 232.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2375.00 FEET, A CHORD BEARING OF SOUTH 64°46'01" WEST, AND A CHORD DISTANCE OF 272.76 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°35'01", A DISTANCE OF 272.91 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2375.00 FEET, A CHORD BEARING OF SOUTH 74°06'32" WEST, AND A CHORD DISTANCE OF 500.66 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'02", A DISTANCE OF 501.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.867 ACRES, MORE OR LESS.

SEE SHEET 7 FOR SKETCH OF DESCRIPTION SEE SHEET 9 FOR GENERAL NOTES AND LEGEND

					CENT	RAL FLORIDA EXPRESSWAY AU	THORITY	
				SKET	CH OF	DESCRIPTION - THIS IS	ΝΟΤ Α	SURVEY
			STATE	ROAD	NO. 516	(LAKE-ORANGE EXPRESSWAY SEGN	MENT 1)	LAKE COUNTY
		5		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	ATA SOURCE:	
			DRAWN	R. REBELLO	03/08/2023		EE GENERAL N	OTES, SHEET 9
REV(SION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SEC	CTION N/A	SHEET 3 OF 9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-120A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 4

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

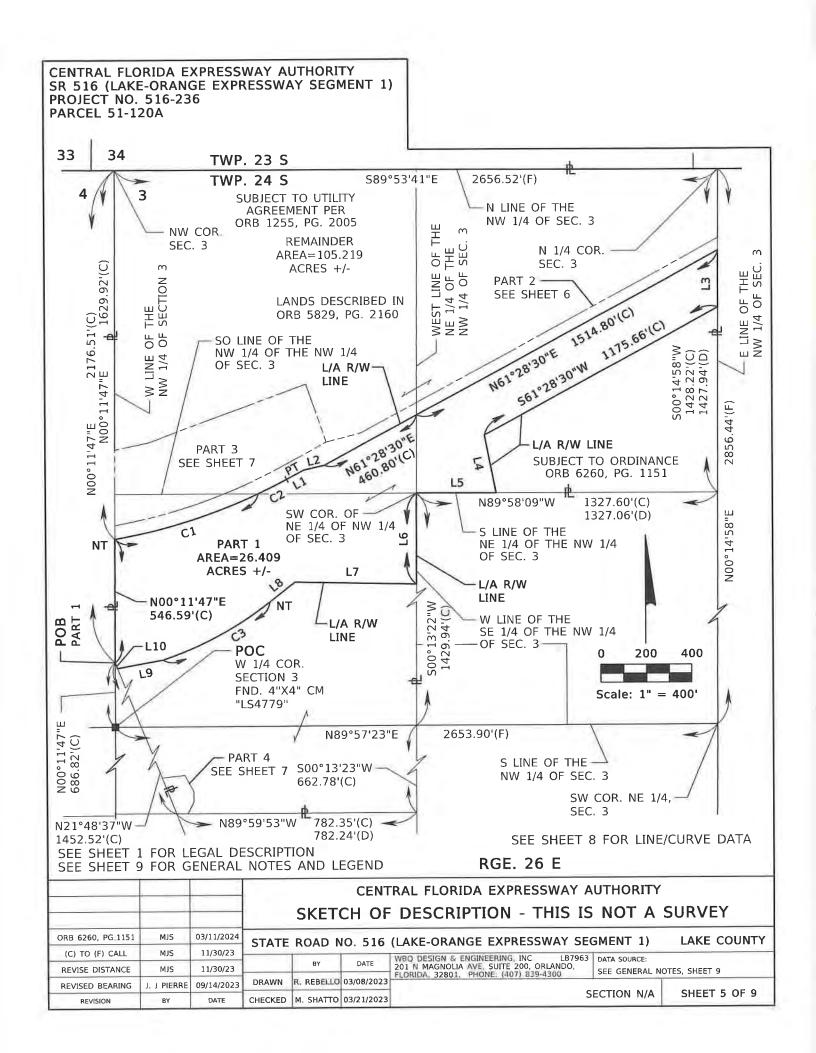
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 NORTH 89°57'23" EAST, A DISTANCE OF 277.12 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160; THENCE ALONG SAID WESTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 542.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83°40'21" EAST, A DISTANCE OF 100.73 FEET; THENCE SOUTH 28°39'07" EAST, A DISTANCE OF 81.92 FEET; THENCE SOUTH 00°00'05" WEST, A DISTANCE OF 46.66 FEET; THENCE SOUTH 26°41'19" WEST, A DISTANCE OF 56.76 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID SOUTH LINE NORTH 89°59'53" WEST, A DISTANCE OF 50.61 FEET TO AFORESAID WESTERLY LINE OF DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE NORTH 21°48'37" WEST, A DISTANCE OF 170.36 FEET TO THE POINT OF BEGINNING.

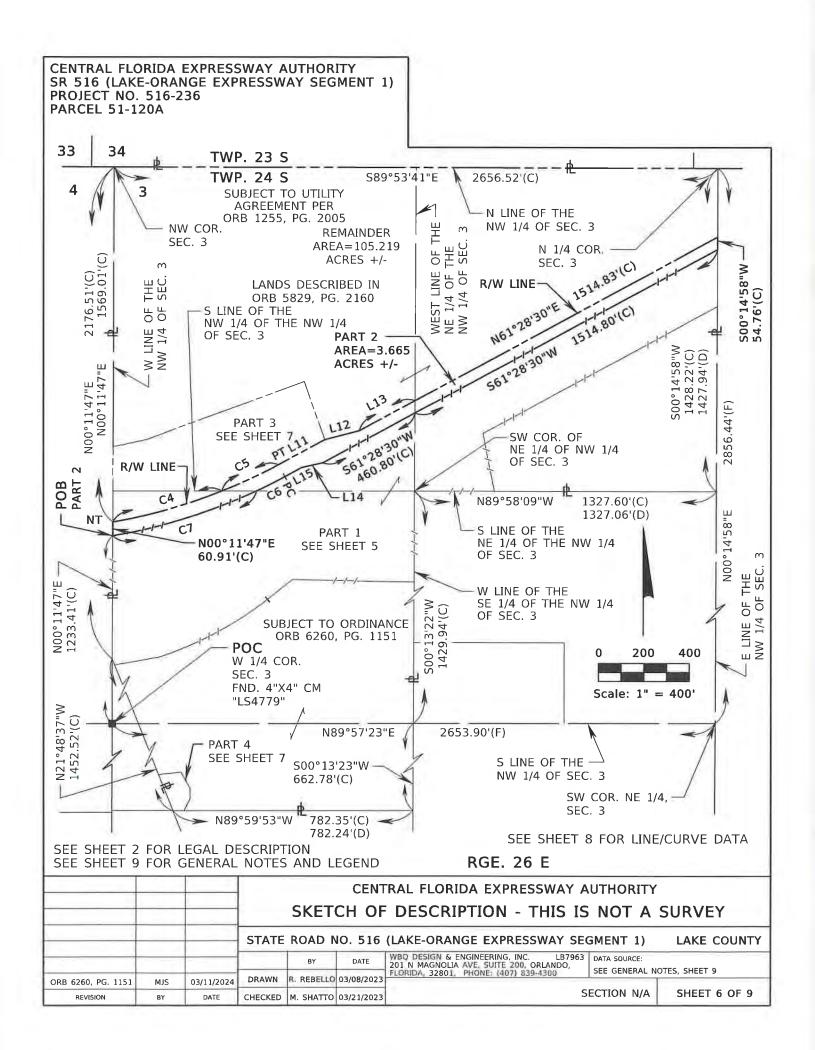
CONTAINING 15976 SQUARE FEET, MORE OR LESS.

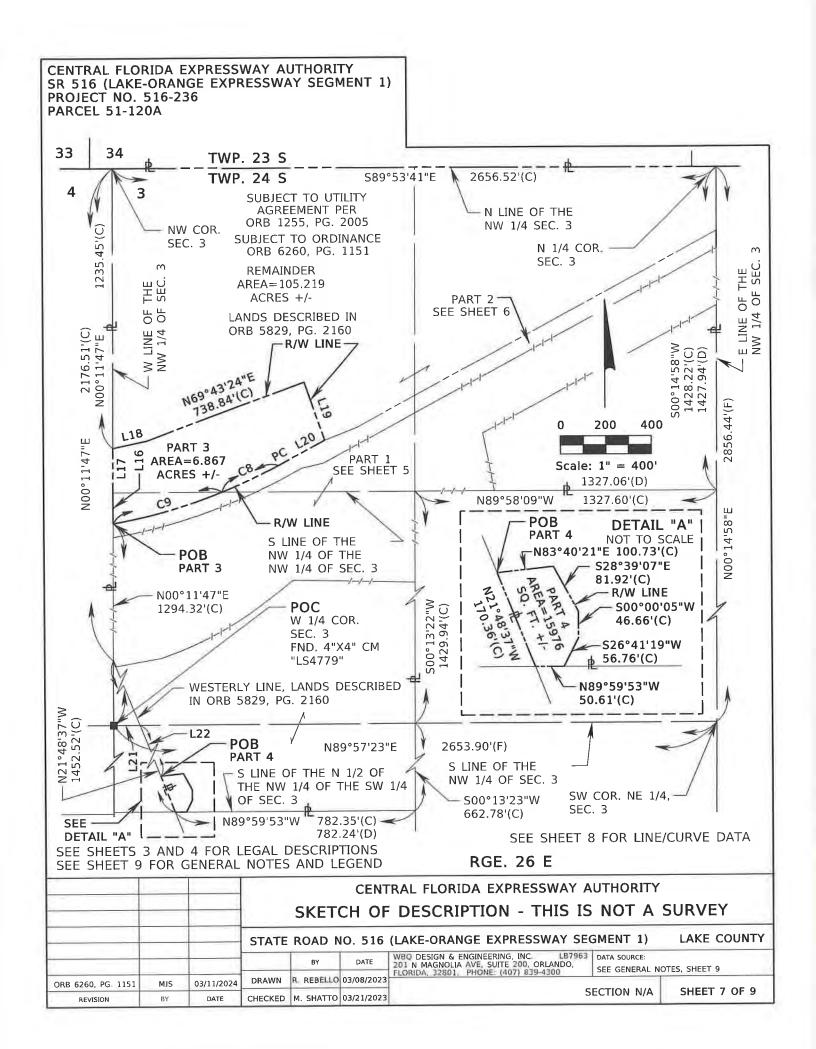
CONTAINING IN THE AGGREGATE 37.308 ACRES, MORE OR LESS.

SEE SHEET 7 FOR SKETCH OF DESCRIPTION SEE SHEET 9 FOR GENERAL NOTES AND LEGEND

			-	SKET		RAL FLORIDA EXPRESSWAY AN DESCRIPTION - THIS IS		SURVEY			
			STATE	ROAD N	10. 516	(LAKE-ORANGE EXPRESSWAY SEG	MENT 1)	LAKE COUNTY			
				BY	DATE	DOL NE MACNOLIA AVE SUITE 200 OPLANDO	DATA SOURCE: SEE GENERAL NO	DTES, SHEET 9			
			DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, PHONE: (407) 859-4500					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	/2023 SECTION N/A SHEET 4 OF					







CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-120A

	LINE DATA										
No.	BEARING	DISTANCE									
L1	N 61°28'30" E	84.80'(C)									
L2	N 77°16'29" E	95.49'(C)									
L3	S 00°14'58" W	251.94'(C)									
L4	S 11°06'42" E	260.69'(C)									
L5	N 89°58'09" W	348.46'(C)									
L6	S 00°13'22" W	403.07'(C)									
L7	N 88°45'44" W	535.54'(C)									
L8	S 51°30'17" W	141.28'(C)									
L9	5 79°41'43" W	204.23'(C)									
L10	N 21°48'37" W	27.86'(C)									
L11	N 61°28'30" E	232.66'(C)									

	LINE DATA	
No.	BEARING	DISTANCE
L12	N 75°25'49" E	157.57'(C)
L13	N 61°28'30" E	278.23'(C)
L14	S 77°16'29" W	95.49'(C)
L15	S 61°28'30" W	84.80'(C)
L16	N 00°11'47" E	137.34'(C)
L17	N 00°11'47" E	196.22'(C)
L18	N 77°56'58" E	151.72'(C)
L19	S 19°19'55" E	272.16'(C)
L20	S 61°28'30" W	232.66'(C)
L21	N 89°57'23" E	277.12'(C)
L22	S 21°48'37" E	542.63'(C)

SECTION N/A

SHEET 8 OF 9

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	TANGENT BEARING
C1	15°37'13"(C)	2435.00'(C)	663.84'(C)	661.79'(C)	N72°35'56"E	N80°24'33"E
C2	03°18'50"(C)	2435.00'(C)	140.84'(C)	140.82'(C)	N63°07'55"E	
C3	20°19'42"(C)	1517.00'(C)	538.23'(C)	535.41'(C)	S61°40'34"W	S51°30'43"W
C4	12°06'02"(C)	2375.00'(C)	501.59'(C)	500.66'(C)	N74°06'32"E	N80°09'34"E
C5	06°35'01"(C)	2375.00'(C)	272.91'(C)	272.76'(C)	N64°46'01"E	N68°03'31"E
C6	03°18'50"(C)	2435.00'(C)	140.84'(C)	140.82'(C)	S63°07'55"W	
C7	15°37'13"(C)	2435.00'(C)	663.84'(C)	661.79'(C)	S72°35'56"W	
C8	06°35'01"(C)	2375.00'(C)	272.91'(C)	272.76'(C)	S64°46'01"W	
CO						
C9	12°06'02"(C)	2375.00'(C)	501.59'(C)	500.66'(C)	S74°06'32"W	
		2375.00'(C)		AL FLORIDA EXPR		

CHECKED M. SHATTO 03/21/2023

DRAWN

11/30/23

DATE

MJS

BY

REMOVE (C)

REVISION

R. REBELLO 03/08/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-120A

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 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING NORTH 00°11'47" EAST, BASED ON THE FLORIDA STATE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589739 DATED 09/15/2022 AT 8:00 A.M. AND FILE NO. 2037-5589426/R1 DATED 09/25/2023 AT 8:00 A.M., UPDATED 03/05/2024 AT 8:00 A.M.

LEGEND

$\begin{array}{llllllllllllllllllllllllllllllllllll$	ATED DAT ED CORNE AL FLORID. RITY C ETE MONU C ROAD E SEABOA E SOOK ENT (CENTRAL	FA ER RECOR A EXPRES JMENT RD CONS(ANGLE) MENT OF	SWAY	NO. N/A NL N&D NT NTS OR ORB PG. PLS PLS (P)	= IDENT = IRON = IRON = IRON = LENGT = LICEN = LIMITE = MONU = NUMB = NOT A = NAIL = NAIL = NOT T = OFFIC = PAGE = PROFE = PLAT	ROD OR REBAR ROD AND CAP TH OF CURVE SED BUSINESS ED ACCESS IMENTATION/MONUMENT ER APPLICABLE & DISK TANGENT TO SCALE IAL RECORD IAL RECORD BOOK ESSIONAL LAND SURVEYOR ERTY LINE DATA	PI POB PT PROJ. R RGE. RGE. R/W SEC. SELY SR SQ.FT T TB TC	= POINT OF E = POINT OF C = POINT OF C = PROJECT = RADIUS = RAILROAD = RANGE = REFERENCE = RIGHT OF C = SECTION	NTERSECTION BEGINNING COMMENCEMENT TANGENCY E WAY TERLY AD EET BEARING TO CURVE
				PB	= PLAT				
I HEREBY CEP STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF	ATTIFY TH DF PRAC INT TO S atto ^{Digitality} Shatto Date: 21 ATTO, PS ESSIONA ITHOUT 1 I THRU 4	IAT THIS TICE AS ECTION 4 y signed by Marti 024.03.11 16:54:0 M AL SURVE DIGITAL 1 FOR LE	REQUIR 472.027, ^{in J} 2-04'00' DA YOR ANI SIGNATU GAL DES	OF DE ED BY FLORID. ATE: 0 D MAPPE RE AND CRIPTIO DESCR	SCRIPTIC CHAPTEF A STATU 3/11/202 ER NO. 5 SEAL OI NS IPTIONS CENT	ON IS IN ACCORDANCE W SJ-17 FLORIDA ADMINIS TES. 24 219 F A FLORIDA LICENSED SU TRAL FLORIDA EXPRESS	TRATIVE IRVEYOR WAY AU	THORITY	
I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEETS 1	ATTIFY TH DF PRAC INT TO S atto ^{Digitality} Shatto Date: 21 ATTO, PS ESSIONA ITHOUT 1 I THRU 4	IAT THIS TICE AS ECTION 4 y signed by Marti 024.03.11 16:54:0 M AL SURVE DIGITAL 1 FOR LE	REQUIR 472.027, ^{in J} 2 ^{2-04'00'} DA SIGNATU GAL DES ETCH OF	OF DE ED BY FLORID. TE: 0 D MAPPE RE AND CRIPTION DESCR.	SCRIPTIC CHAPTEF A STATU 3/11/202 ER NO. 5 SEAL OF NS IPTIONS CENT CH OF	ON IS IN ACCORDANCE W SJ-17 FLORIDA ADMINIS TES. 24 219 F A FLORIDA LICENSED SU TRAL FLORIDA EXPRESS DESCRIPTION - TH (LAKE-ORANGE EXPRESSV	TRATIVE IRVEYOR WAY AU HIS IS VAY SEGI	THORITY NOT A SU	Land Surfation
I HEREBY CEF STANDARDS (CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEETS 1 SEE SHEETS 5	ATIFY TH DF PRAC ANT TO S atto Shatto Date: 21 ATTO, PS EESSIONA ITHOUT I I THRU 4 5 THRU 7	IAT THIS TICE AS ECTION 4 y signed by Marti 024.03.11 16:54:0 M AL SURVE DIGITAL 1 FOR LE FOR LE	REQUIR 472.027, ^{in J} 2 ^{2-04'00'} DA SIGNATU GAL DES ETCH OF	OF DE ED BY FLORID. TE: 0 D MAPPE RE AND CRIPTION DESCR.	SCRIPTIC CHAPTEF A STATU 3/11/202 ER NO. 5 SEAL OF NS IPTIONS CENT CH OF	ON IS IN ACCORDANCE W SJ-17 FLORIDA ADMINIS TES. 24 219 F A FLORIDA LICENSED SU TRAL FLORIDA LICENSED SU TRAL FLORIDA EXPRESS DESCRIPTION - TH (LAKE-ORANGE EXPRESSV WBQ DESIGN & ENGINEERING, INC. 201 N MAGNOLIA AVE, SUITE 200, OR	WAY AU HIS IS VAY SEGI LB7963	THORITY NOT A SU MENT 1)	JRVEY
I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEETS 1	ATTIFY TH DF PRAC INT TO S atto ^{Digitality} Shatto Date: 21 ATTO, PS ESSIONA ITHOUT 1 I THRU 4	IAT THIS TICE AS ECTION 4 y signed by Marti 024.03.11 16:54:0 M AL SURVE DIGITAL 1 FOR LE	REQUIR 472.027, ^{in J} 2 ^{2-04'00'} DA SIGNATU GAL DES ETCH OF	OF DE ED BY FLORID. TE: 0 D MAPPE RE AND CRIPTIO DESCR SKET ROAD N	SCRIPTIC CHAPTEF A STATU 3/11/202 ER NO. 5 SEAL OI NS IPTIONS CENT CH OF NO. 516	ON IS IN ACCORDANCE W SJ-17 FLORIDA ADMINIS TES. 24 219 F A FLORIDA LICENSED SU TRAL FLORIDA EXPRESS 5 DESCRIPTION - TH	WAY AU HIS IS VAY SEGI LB7963	THORITY NOT A SU MENT 1) ATA SOURCE: LEE NOTE 3 ABOVE	JRVEY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-120B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 NORTH 00°11'47" EAST, A DISTANCE OF 686.82 FEET TO THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160 AND THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE NORTH 21°48'37" WEST, A DISTANCE OF 558.12 FEET; THENCE NORTH 82°52'46" EAST, A DISTANCE OF 106.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF NORTH 81°38'39" EAST AND A CHORD DISTANCE OF 104.98 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°28'13", A DISTANCE OF 104.99 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 546.59 FEET TO THE POINT OF DISTANCE OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.308 ACRES, MORE OR LESS.

SEE SHEET 4 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY					
			STATE	ROAD	10. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY					
		-		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	TES SHEET 7					
			DRAWN	R. REBELLO	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IN						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	21/2023 SECTION N/A SHEET 1							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-120B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 NORTH 00°11'47" EAST, A DISTANCE OF 1233.41 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF SOUTH 81°38'39" WEST AND A CHORD DISTANCE OF 104.98 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 80°24'33" WEST WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°28'13", A DISTANCE OF 104.99 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°52'46" WEST, A DISTANCE OF 106.19 FEET TO THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160; THENCE ALONG SAID WESTERLY LINE NORTH 21°48'37" WEST, A DISTANCE OF 58.89 FEET; THENCE NORTH 78°33'31" EAST, A DISTANCE OF 40.26 FEET; THENCE NORTH 82°52'46" EAST, A DISTANCE OF 80.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2375.00 FEET, A CHORD BEARING OF NORTH 81°31'10" EAST AND A CHORD DISTANCE OF 112.74 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'13", A DISTANCE OF 112.75 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 60.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 13313 SQUARE FEET, MORE OR LESS.

SEE SHEET 5 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

			-	SKET		RAL FLORIDA EXPRESSWAY AU DESCRIPTION - THIS IS		SURVEY
			STATE	ROAD	10. 516	(LAKE-ORANGE EXPRESSWAY SEG	MENT 1)	LAKE COUNTY
		-		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	TEC CHEET 7
			DRAWN	R. REBELLO	03/09/2023		SEE GENERAL NO	TES, SHEET 7
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SE	CTION N/A	SHEET 2 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-120B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 3

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

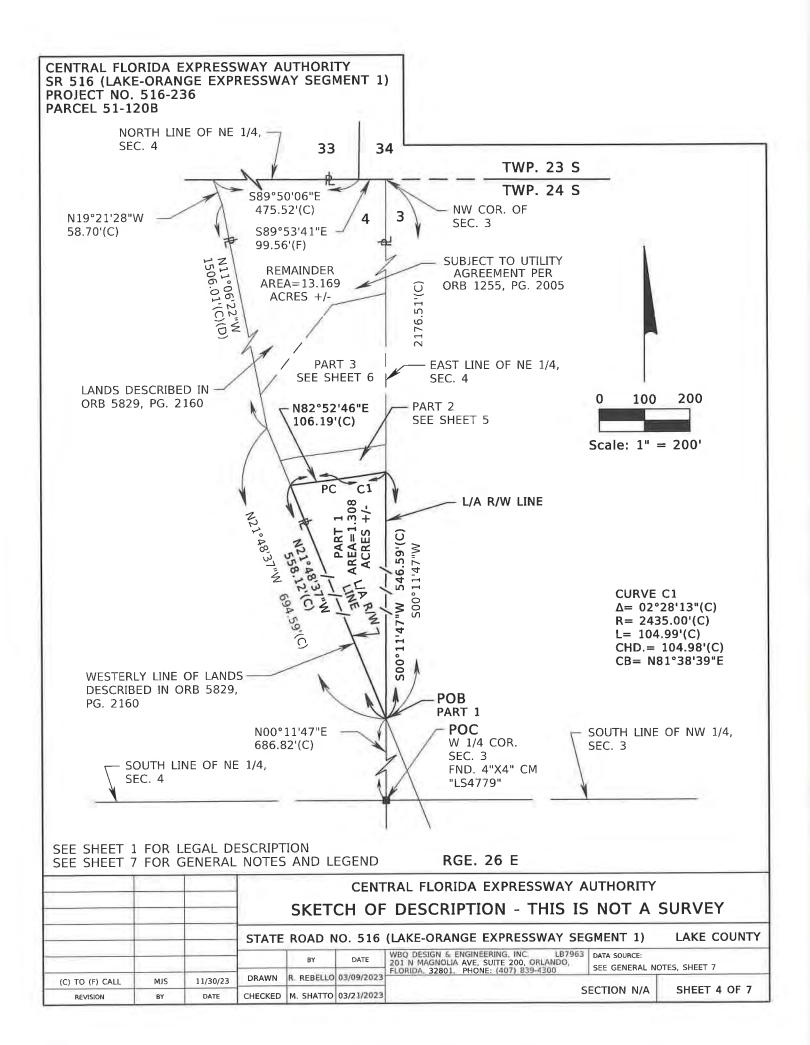
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 NORTH 00°11'47" EAST, A DISTANCE OF 1294.32 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2375.00 FEET, A CHORD BEARING OF SOUTH 81°31'10" WEST AND A CHORD DISTANCE OF 112.74 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 80°09'34" WEST WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'13", A DISTANCE OF 112.75 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°52'46" WEST, A DISTANCE OF 80.98 FEET; THENCE SOUTH 78°33'31" WEST, A DISTANCE OF 40.26 FEET TO THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO COURSES: THENCE NORTH 21°48'37" WEST, A DISTANCE OF 77.57 FEET; THENCE NORTH 11°06'22" WEST, A DISTANCE OF 74.97 FEET; THENCE NORTH 38°42'41" EAST, A DISTANCE OF 253.19 FEET; THENCE NORTH 77°56'58" EAST, A DISTANCE OF 120.03 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 333.56 FEET TO THE POINT OF BEGINNING.

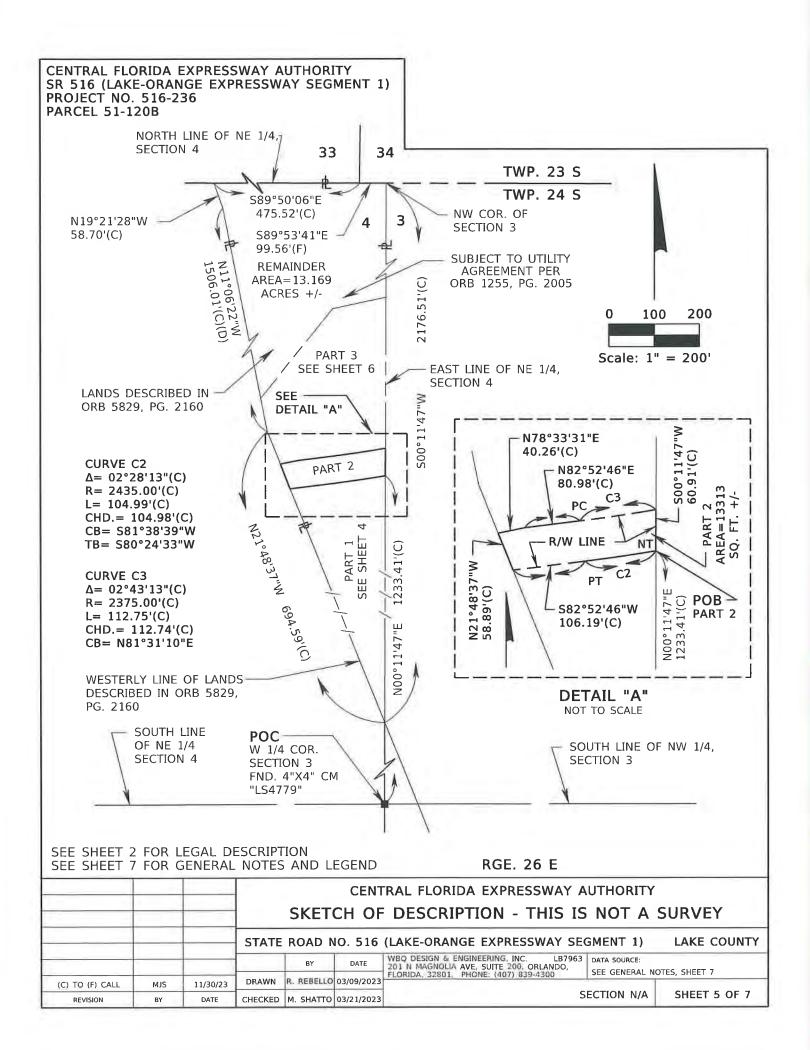
CONTAINING 1.688 ACRES, MORE OR LESS.

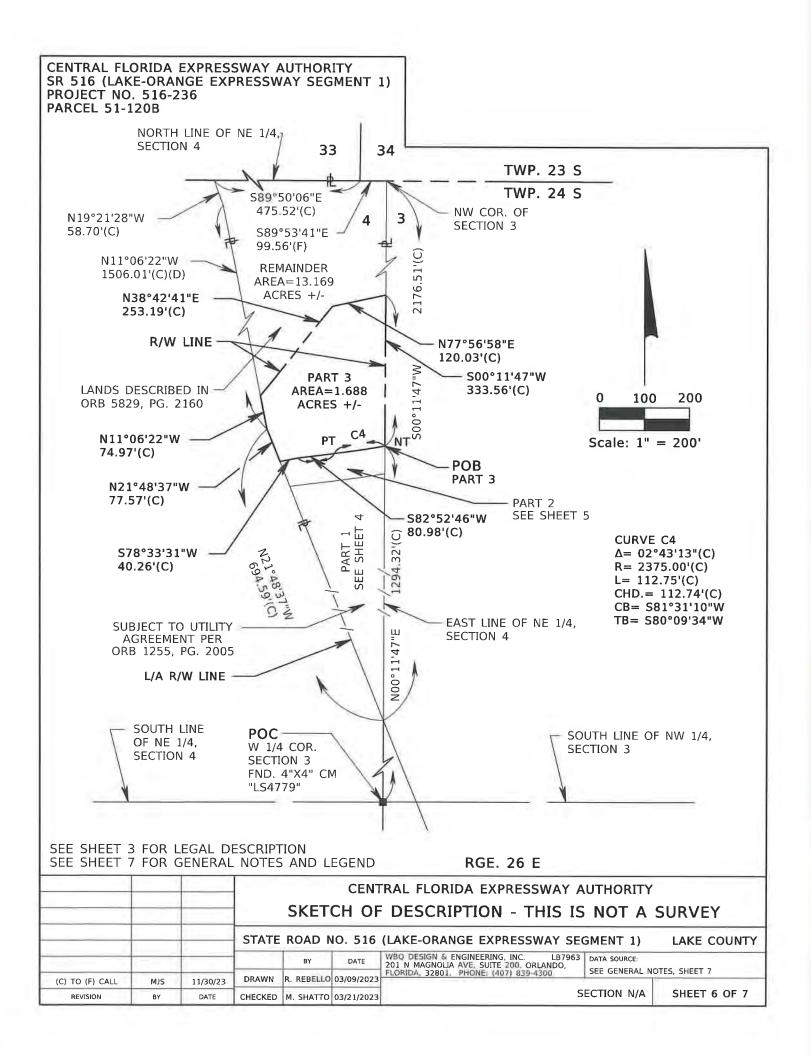
CONTAINING IN THE AGGREGATE 3.302 ACRES, MORE OR LESS,

SEE SHEET 6 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

			-	SKET		RAL FLORIDA EXPRESSWAY AU DESCRIPTION - THIS IS		SURVEY
			STATE	ROAD	NO. 516	(LAKE-ORANGE EXPRESSWAY SEG	MENT 1)	LAKE COUNTY
		7		BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	
		-	DRAWN	R. REBELLO	03/09/2023		SEE GENERAL NO	JIES, SHEET 7
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SE	CTION N/A	SHEET 3 OF 7







CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-120B

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 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING SOUTH 00°11'47" 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 ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589487 DATED 8/26/2021 AT 8:00 A.M. AND FILE NO. 2037-5589487/R1 DATED 09/19/2023 AT 8:00 A.M., UPDATED 3/01/2024 AT 8:00 A.M.

LEGEND

CHD. = CHORD DISTANCE CB = CHORD BEARING Q = CENTERLINE (C) = CALCULATED DATA CCR = CERTIFIED CORNER RECORD CFX = CENTRAL FLORIDA EXPRESS AUTHORITY CO. = COUNTY COR. = CORNER CM = CONCRETE MONUMENT CR = COUNTY ROAD CSX = CHESSIE SEABOARD CONSO 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	LB = LICENSED BUSINESS L/A = LIMITED ACCESS MON. = MONUMENTATION/MONUMENT NO. = NUMBER N/A = NOT APPLICABLE	PC = POINT OF CURVATURE PI = POINT OF INTERSECTION POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT PT = POINT OF TANGENCY PROJ. = PROJECT R = RADIUS RR = RAILROAD RGE. = RANGE REF. = REFERENCE R/W = RIGHT OF WAY SEC. = SECTION SELY = SOUTHEASTERLY SR = STATE ROAD SQ.FT. = SQUARE FEET T = TANGENT TB = TANGENT BEARING TC = TANGENT TO CURVE TWP. = TOWNSHIP UE = UTILITY EASEMENT
STANDARDS OF PRACTICE AS CODE PURSUANT TO SECTION 4 Martin J Shatto Digitally signed by Marti Shatto Date: 2024.03.13 10:26:1. MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEY NOT VALID WITHOUT DIGITAL S AND MAPPER. SEE SHEET 1-3 FOR LEGAL DESC SEE SHEET 4-6 FOR SKETCH OF SEE SHEET 4-6 FOR SKETCH OF UPDATE TITLE DATE MJS 3/13/2024 UPDATE TITLE DATE MJS 11/30/23	^{04'00'} DATE: <u>3/13/2024</u> DR AND MAPPER NO. 5219 GNATURE AND SEAL OF A FLORIDA LICENSED SU RIPTIONS	TRATIVE TRATIVE RVEYOR WAY AUTHORITY HIS IS NOT A SURVEY VAY SEGMENT 1) LAKE COUNTY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-122A PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST SOUTH 00°11'47" WEST, A DISTANCE OF 2176.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 27.77 FEET; THENCE SOUTH 79°41'43" WEST, A DISTANCE OF 1.83 FEET; THENCE SOUTH 73°45'23" WEST, A DISTANCE OF 488.24 FEET; THENCE SOUTH 67°00'37" WEST, A DISTANCE OF 142.18 FEET; THENCE SOUTH 82°25'22" WEST, A DISTANCE OF 209.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF SOUTH 59°10'51" WEST AND A CHORD DISTANCE OF 35.52 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°29'02", A DISTANCE OF 36.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 35°56'20" WEST, A DISTANCE OF 144.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF SOUTH 24°42'05" WEST AND A CHORD DISTANCE OF 17.54 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°28'31", A DISTANCE OF 17.65 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 13°27'49" WEST, A DISTANCE OF 127.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF SOUTH 01°39'35" EAST AND A CHORD DISTANCE OF 23.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°14'49", A DISTANCE OF 23.76 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 16°46'59" EAST, A DISTANCE OF 148.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE SOUTH 16°46'59" EAST, A DISTANCE OF 212.44 FEET; THENCE SOUTH 43°40'15" EAST, A DISTANCE OF 98.45 FEET; THENCE SOUTH 24°28'59" EAST, A DISTANCE OF 423.89 FEET; THENCE SOUTH 27°01'30" EAST, A DISTANCE OF 9.75 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°58'23" WEST, A DISTANCE OF 66.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: THENCE NORTH 28°31'04" WEST, A DISTANCE OF 498.83 FEET; THENCE SOUTH 60°38'13" WEST, A DISTANCE OF 22.16 FEET; THENCE NORTH 28°30'58" WEST, A DISTANCE OF 274.70 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

CONTINUED ON SHEET 2

				CVET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		SURVEY
						(LAKE-ORANGE EXPRESSWAY SEC		LAKE 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 NO	TES, SHEET 18
			DRAWN	J. J PIERRE	03/21/2023			SHEET 1 OF 18
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	5	ECTION N/A	SHEET I OF 16

SEE SHEET 11 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-122A PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1: CONTINUED FROM SHEET 1

THENCE NORTH 28°30'58" WEST, A DISTANCE OF 145.88 FEET; THENCE NORTH 61°28'12" EAST, A DISTANCE OF 107.91 FEET; THENCE NORTH 12°16'11" WEST, A DISTANCE OF 40.25 FEET; THENCE NORTH 07°17'11" EAST, A DISTANCE OF 179.70 FEET; THENCE NORTH 17°25'19" EAST, A DISTANCE OF 294.56 FEET; THENCE NORTH 28°31'48" WEST, A DISTANCE OF 344.37 FEET; THENCE NORTH 78°23'07" WEST, A DISTANCE OF 101.58 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF NORTH 76°28'47" EAST AND A CHORD DISTANCE OF 32.36 FEET; THENCE FROM A TANGENT BEARING OF NORTH 78°53'42" EAST, EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°49'49", A DISTANCE OF 32.37 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74°03'53" EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2657.00 FEET, A CHORD BEARING OF NORTH 78°28'20"EAST AND A CHORD DISTANCE OF 408.37 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°48'53", A DISTANCE OF 408.77 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82°52'46" EAST, A DISTANCE OF 274.79 FEET TO A POINT ON THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST. A DISTANCE OF 558.12 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 16.405 ACRES, MORE OR LESS.

SEE SHEET 11 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

			-	SKET		RAL FLORIDA EXPRESSWAY A		SURVEY
			STATE	ROAD	NO. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	ATCC CUEFT 10
			DRAWN	J. J PIERRE	03/21/2023	FLORIDA, 32801, PHONE (407) 839-4300	SEE GENERAL NO	JIES, SHEET IS
REVISION	BY	DATE	CHECKED	M SHATTO	03/21/2023	S	ECTION N/A	SHEET 2 OF 18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-122A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53'41" WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06" WEST, A DISTANCE OF 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06 WEST, A DISTANCE 1822.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20°22'16" EAST, A DISTANCE OF 196.56 FEET; THENCE SOUTH 62°43'57" EAST, A DISTANCE OF 37.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14840.00 FEET, A CHORD BEARING OF SOUTH 23°45'46" EAST AND A CHORD DISTANCE OF 472.29 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 22°51'04" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'25", A DISTANCE OF 472.31 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET, A CHORD BEARING OF SOUTH 24°50'45" EAST AND A CHORD DISTANCE OF 76.73 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 24°41'52" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'45", A DISTANCE OF 76.73 FEET; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET, A CHORD BEARING OF SOUTH 26°29'09" EAST, AND A CHORD DISTANCE OF 774.35 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°59'05", OF A DISTANCE OF 774.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°58'41" EAST, A DISTANCE OF 374.36 FEET; THENCE SOUTH 85°42' 39" WEST, A DISTANCE OF 32.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF SOUTH 62°13'18" EAST AND A CHORD DISTANCE OF 317.71 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 37°47'05" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'25", A DISTANCE OF 327.55 FEET TO THE WESTERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE COURSES: THENCE SOUTH 73°20'46" WEST, A DISTANCE OF 49.70 FEET; THENCE SOUTH 66°24'21" WEST, A DISTANCE OF 126.57 FEET; THENCE SOUTH 61°27'47" WEST, A DISTANCE OF 83.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509;

CONTINUED ON SHEET 4

SEE SHEET 12 FOR SKETCH OF DESCRIPTION

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY	
				SKET	CH OF	DESCRIPTION - THIS IS	S NOT A S	SURVEY
			STATE	ROAD	10. 516	(LAKE-ORANGE EXPRESSWAY SE	GMENT 1)	LAKE 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 NO	TES, SHEET 18
			DRAWN	J. J PIERRE	03/21/2023			
REVISION	BY	DATE	CHECKED	M SHATTO	03/21/2023	5	SECTION N/A	SHEET 3 OF 18

LEGAL DESCRIPTION

PART 2: CONTINUED FROM SHEET 3

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING EIGHT COURSES: THENCE NORTH 28°31'48" WEST, A DISTANCE OF 527.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11327.71 FEET A CHORD BEARING OF NORTH 26°55'12"WEST AND A CHORD DISTANCE OF 636.53 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°13'12", A DISTANCE OF 636.61 FEET; THENCE NORTH 64°41'24" EAST, A DISTANCE OF 9.86 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11317.85 FEET, A CHORD BEARING OF NORTH 24°33'29" WEST AND A CHORD DISTANCE OF 297.01 FEET; THENCE FROM A TANGENT BEARING OF NORTH 25°18'36" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'13", A DISTANCE OF 297.01 FEET; THENCE SOUTH 67°30'49" WEST, A DISTANCE OF 4.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11322.80 FEET, A CHORD BEARING OF NORTH 22°18'09" WEST AND A CHORD DISTANCE OF 594.11 FEET; THENCE FROM A TANGENT BEARING OF NORTH 23°48'21" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'24", A DISTANCE OF 594.18 FEET; THENCE NORTH 69°12'03" EAST, A DISTANCE OF 15.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11307.71 FEET, A CHORD BEARING OF NORTH 20°27'47" WEST AND A CHORD DISTANCE OF 132.61 FEET; THENCE FROM A TANGENT BEARING OF NORTH 20°47'57" WEST, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°40'19", A DISTANCE OF 132.61 FEET TO THE NORTH LINE OF AFOREMENTIONED SECTION 4; THENCE ALONG SAID NORTH LINE SOUTH 89°50'06" EAST, A DISTANCE OF 60.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.331 ACRES, MORE OR LESS.

SEE SHEET 12 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

			_		CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY	
			-	SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY
			STATE	ROAD	0. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO.	DATA SOURCE: SEE GENERAL NO	TES SHEET 18
			DRAWN	J. J PIERRE	03/21/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL NO	
REVISION	BY	DATE	CHECKED	M SHATTO	03/21/2023	S	ECTION N/A	SHEET 4 OF 18

LEGAL DESCRIPTION

PART 3

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53'41" WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°50'06" WEST, A DISTANCE 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG THE EASTERLY LINE OF SAID LANDS SOUTH 19°21'28' EAST, A DISTANCE OF 58.70 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06'22" EAST, A DISTANCE OF 1506.01 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 77.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 58.89 FEET; THENCE SOUTH 82°52'46" WEST, A DISTANCE OF 274.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2657.00 FEET, A CHORD BEARING OF SOUTH 78°28'20" WEST AND A CHORD DISTANCE OF 408.37 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°48'53", A DISTANCE OF 408.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 74°03'53" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 384.00 FEET A CHORD BEARING OF SOUTH 76°28'47"WEST AND A CHORD DISTANCE OF 32.36 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°49'49", A DISTANCE OF 32.37 FEET TO A POINT ON TO THE WESTERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE NORTH 78°23'07" WEST, A DISTANCE OF 45.08 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE SOUTH 73°20'46" WEST, A DISTANCE OF 54.48 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF NORTH 62°13'18" WEST AND A CHORD DISTANCE OF 317.71 FEET; THENCE FROM A TANGENT BEARING OF NORTH 86°39'30" WEST NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'25", A DISTANCE OF 327.55 FEET; THENCE NORTH 85°42'39" EAST, A DISTANCE OF 52.17 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 341.71 FEET, A CHORD BEARING OF SOUTH 74°16' 36" EAST AND A CHORD DISTANCE OF 358.70 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 42°37'05" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°19'02", A DISTANCE OF 377.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74°03'53" EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2699.29 FEET, A CHORD BEARING OF NORTH 78°28'20" EAST AND A CHORD DISTANCE OF 414.87 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°48'53", A DISTANCE OF 415.28 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82°52'46" EAST, A DISTANCE OF 65.63 FEET; THENCE NORTH 78°33'31" EAST, A DISTANCE OF 194.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.373 ACRES, MORE OR LESS

SEE SHEET 13 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		SURVEY
			STATE	ROAD N	10. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY
			-	BY	DATE	WBQ DESIGN & ENGINEERING, INC L87963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE (407) 839-4300	DATA SOURCE: SEE GENERAL NO	DTES, SHEET 18
			DRAWN	J ₊ J PIERRE	03/21/2023		ECTION N/A	SHEET 5 OF 18
REVISION	BY	DATE	CHECKED	M SHATTO	03/21/2023	5	ECTION N/A	SHEET S OF 18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-122A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 EAST, RANGE 26 EAST NORTH 89°53'41" WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°50'06" WEST, A DISTANCE 475.52 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3788, PAGE 51; THENCE ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3788, PAGE 51 SOUTH 19°21'28' EAST, A DISTANCE OF 58.70 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06'22" EAST, A DISTANCE OF 1431.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06'22" EAST, A DISTANCE OF 74.97 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06'22" EAST, A DISTANCE OF 77.57 FEET; THENCE SOUTH 78°33'31" WEST, A DISTANCE OF 194.78 FEET; THENCE NORTH 38°42'41" EAST, A DISTANCE OF 236.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 14193 SQUARE FEET, MORE OR LESS.

SEE SHEET 14 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

			_	SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		SURVEY
			STATE	ROAD	IO. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	
			DRAWN	J. J PIERRE	03/21/2023	FLORIDA, 32801. PHONE: (407) 839-4300	SEE GENERAL NO	JIES, SHEET 10
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 6 OF 18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-122A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 5

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST SOUTH 00°11'47" WEST, A DISTANCE OF 2204.28; THENCE SOUTH 79°41'43" WEST, A DISTANCE 1.83 FEET; THENCE SOUTH 73°45'23"EAST, A DISTANCE OF 488.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42°29'20" EAST, A DISTANCE OF 360.92 FEET; THENCE SOUTH 10°39'32" EAST, A DISTANCE OF 140.75 FEET; THENCE SOUTH 22°48'30" WEST, A DISTANCE OF 128.16 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE SOUTH 22°48'30" WEST, A DISTANCE OF 133.56 FEET; THENCE SOUTH 49°08'13" WEST, A DISTANCE OF 251.52 FEET; THENCE NORTH 83°27'15" WEST, A DISTANCE OF 281.25 FEET; THENCE SOUTH 39°46'47" WEST, A DISTANCE OF 26.31 FEET; THENCE NORTH 43°40'15" WEST, A DISTANCE OF 98.45 FEET; THENCE NORTH 16°46'59" WEST, A DISTANCE OF 212.44 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE NORTH 16°46'59" WEST, A DISTANCE OF 148.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF NORTH 01°39'35" WEST AND A CHORD DISTANCE OF 23.48 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°14'49", A DISTANCE OF 23.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 13°27'49" EAST, A DISTANCE OF 127.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF NORTH 24°42'05" EAST AND A CHORD DISTANCE OF 17.54 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°28'31", A DISTANCE OF 17.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 35°56'20" EAST, A DISTANCE OF 144.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF NORTH 59°10'51" EAST AND A CHORD DISTANCE OF 35.52 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°29'02", A DISTANCE OF 36.51 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82°25'22" EAST, A DISTANCE OF 209.49 FEET; THENCE NORTH 67°00'37" EAST, A DISTANCE OF 142.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.351 ACRES, MORE OR LESS.

			-	SKET		RAL FLORIDA EXPRESSWAY A		SURVEY
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE 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 NO	TES, SHEET 18
			DRAWN	J. J PIERRE	03/21/2023	and the second se		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 7 OF 18

SEE SHEET 15 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

PART 6

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53'41" WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°50'06" WEST, A DISTANCE OF 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06" WEST A DISTANCE OF 1822.45 FEET; THENCE SOUTH 20°22'16" EAST, A DISTANCE OF 196.56 FEET; THENCE SOUTH 62°43'57" EAST, A DISTANCE OF 37.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°08'56" EAST, A DISTANCE OF 363.64 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 413.38 FEET; THENCE SOUTH 03°59'03" EAST, A DISTANCE OF 136.58 FEET; THENCE SOUTH 12°19'44" WEST, A DISTANCE OF 312.91 FEET; THENCE SOUTH 54°08'29" WEST, A DISTANCE OF 188.35 FEET; THENCE SOUTH 81°09'50" WEST, A DISTANCE OF 160.39 FEET; THENCE NORTH 71°49'33" WEST, A DISTANCE OF 142.92 FEET; THENCE SOUTH 52°40'26" WEST, A DISTANCE OF 67.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 14840.00 FEET, A CHORD BEARING OF NORTH 23°45'46" WEST AND A CHORD DISTANCE OF 472.29 FEET; THENCE FROM A TANGENT BEARING OF NORTH 24°40'28" WEST, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'25", A DISTANCE OF 472.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.670 ACRES, MORE OR LESS.

PART 7

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST SOUTH 00°11'47" WEST, A DISTANCE OF 2863.33 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 CONTINUE SOUTH 00°11'47" WEST, A DISTANCE OF 576.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°11'47" WEST, A DISTANCE OF 93.99 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID SOUTH LINE SOUTH 89°58'23" WEST, A DISTANCE OF 33.24 FEET; THENCE NORTH 00°00'05" EAST, A DISTANCE OF 94.00 FEET; THENCE SOUTH 89°59'55" EAST A DISTANCE OF 33.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 3139 SQUARE FEET, MORE OR LESS

SEE SHEETS 16 & 17 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

					CENT	RAL FLORIDA EXPRESSWAY	AUTHORITY	
				SKET	CH OF	DESCRIPTION - THIS IS	5 NOT A S	SURVEY
			STATE	ROAD N	IO. 516	(LAKE-ORANGE EXPRESSWAY SE	GMENT 1)	LAKE 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 NO	TES, SHEET 18
REVISE PART 6	MIS	11/30/23	DRAWN	J. J PIERRE	03/21/2023		SECTION N/A	SHEET 8 OF 18
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023		SECTION N/A	SHELT 8 01 10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-122A PURPOSE: LIMITED ACCESS RIGHTS ONLY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 8

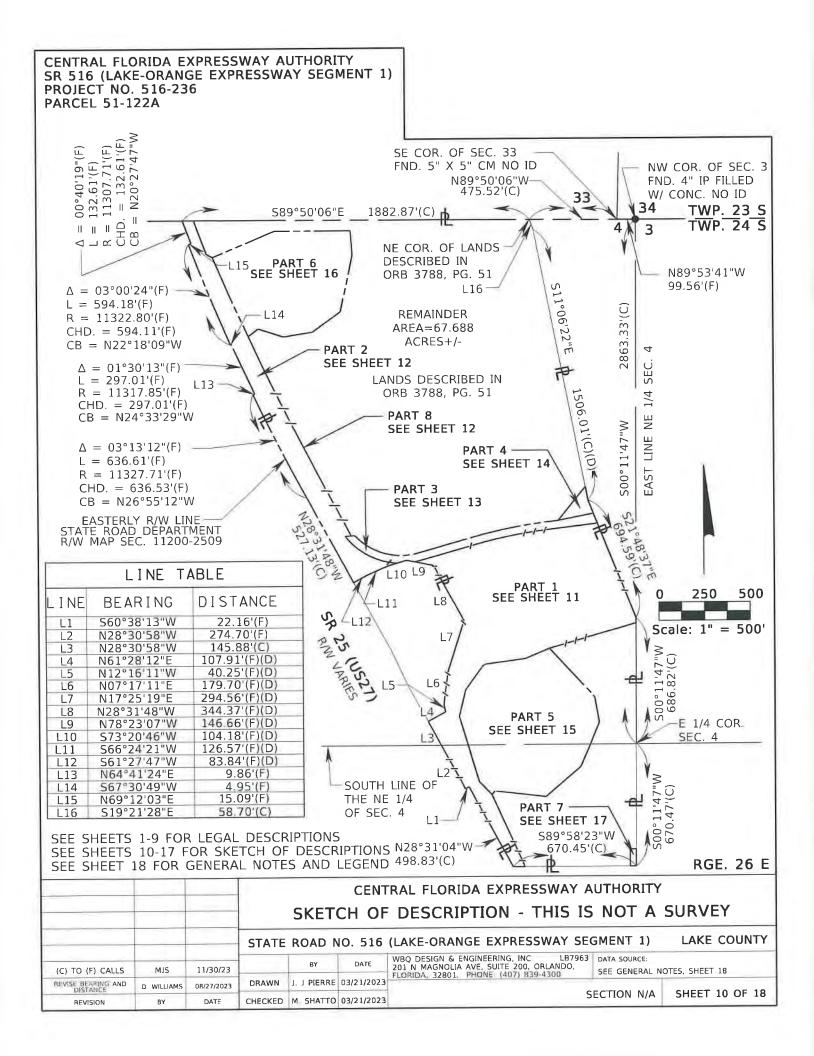
ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

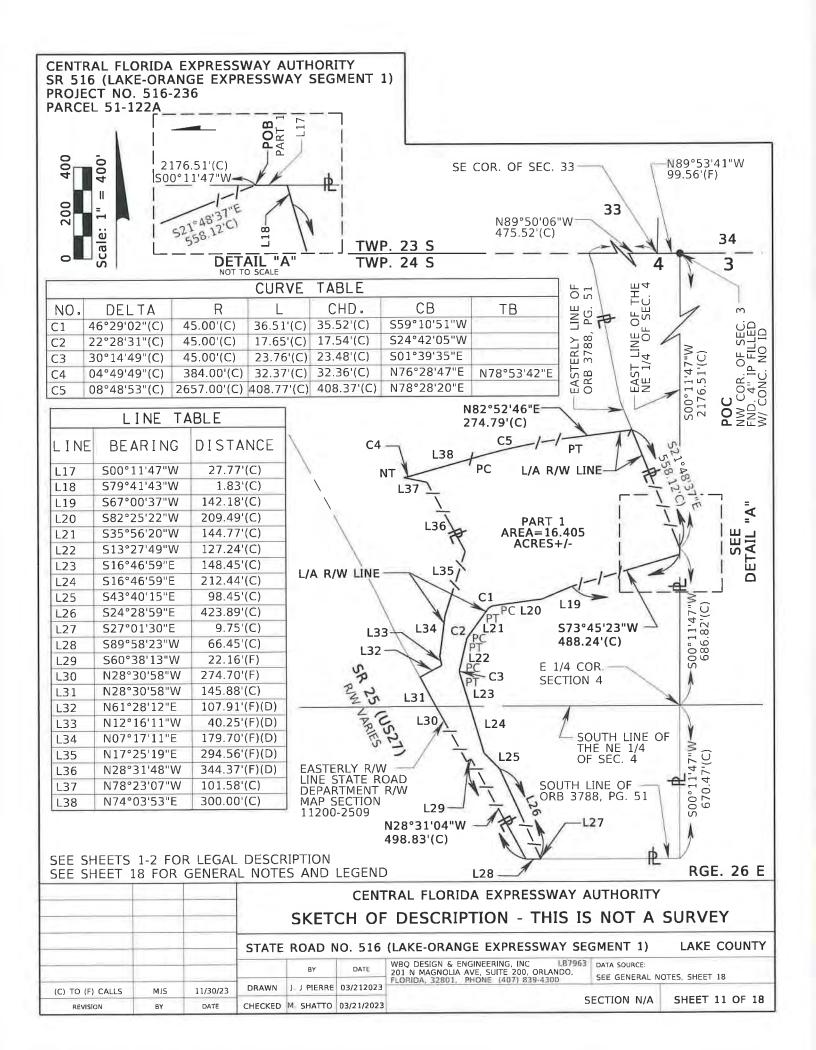
COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53'41" WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06" WEST, A DISTANCE OF 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06 WEST, A DISTANCE 1822.45 FEET; THENCE SOUTH 20°22'16" EAST, A DISTANCE OF 196.56 FEET; THENCE SOUTH 62°43'57" EAST, A DISTANCE OF 37.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14840.00 FEET, A CHORD BEARING OF SOUTH 23°45'46" EAST AND A CHORD DISTANCE OF 472.29 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 22°51'04" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'25", A DISTANCE OF 472.31 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET, A CHORD BEARING OF SOUTH 24°50'45" EAST AND A CHORD DISTANCE OF 76.73 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 24°41'52" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'45", A DISTANCE OF 76.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET, A CHORD BEARING OF SOUTH 26°29'09" EAST, AND A CHORD DISTANCE OF 774.35 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°59'05", OF A DISTANCE OF 774.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°58'41" EAST, A DISTANCE OF 374.36 FEET; THENCE SOUTH 85°42'39" WEST, A DISTANCE OF 32.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF SOUTH 62°13'18" EAST AND A CHORD DISTANCE OF 317.71 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 37°47'05" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'25", A DISTANCE OF 327.55 FEET TO THE POINT OF TERMINUS.

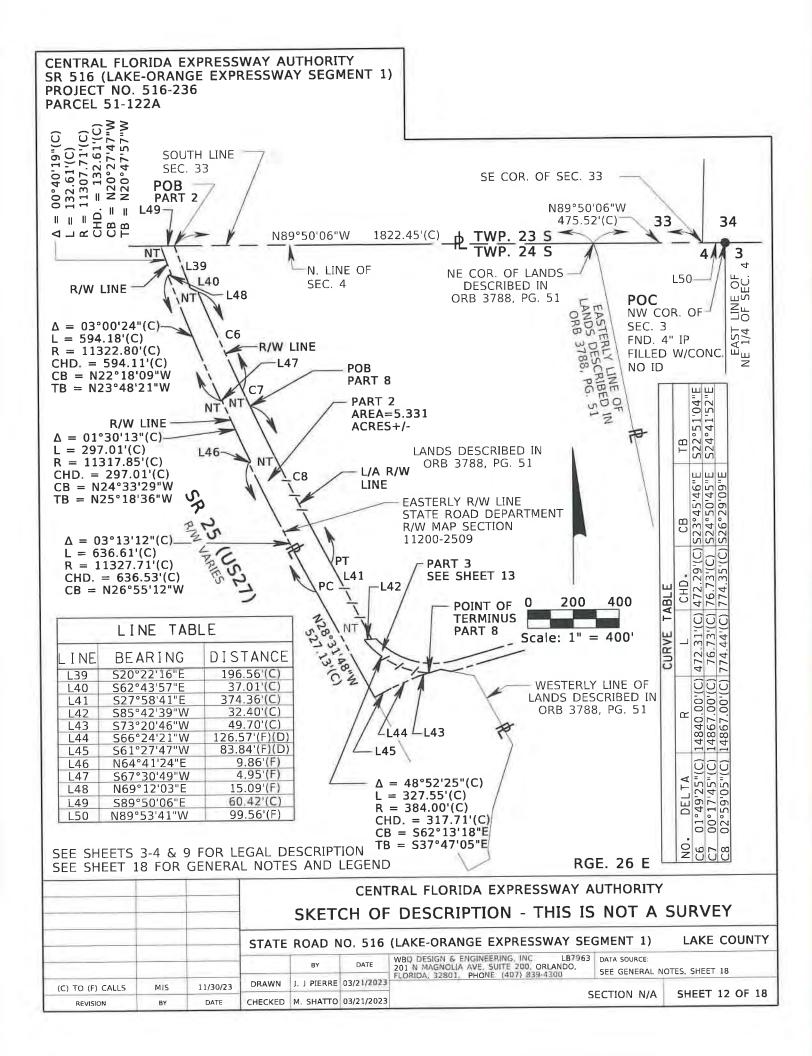
LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

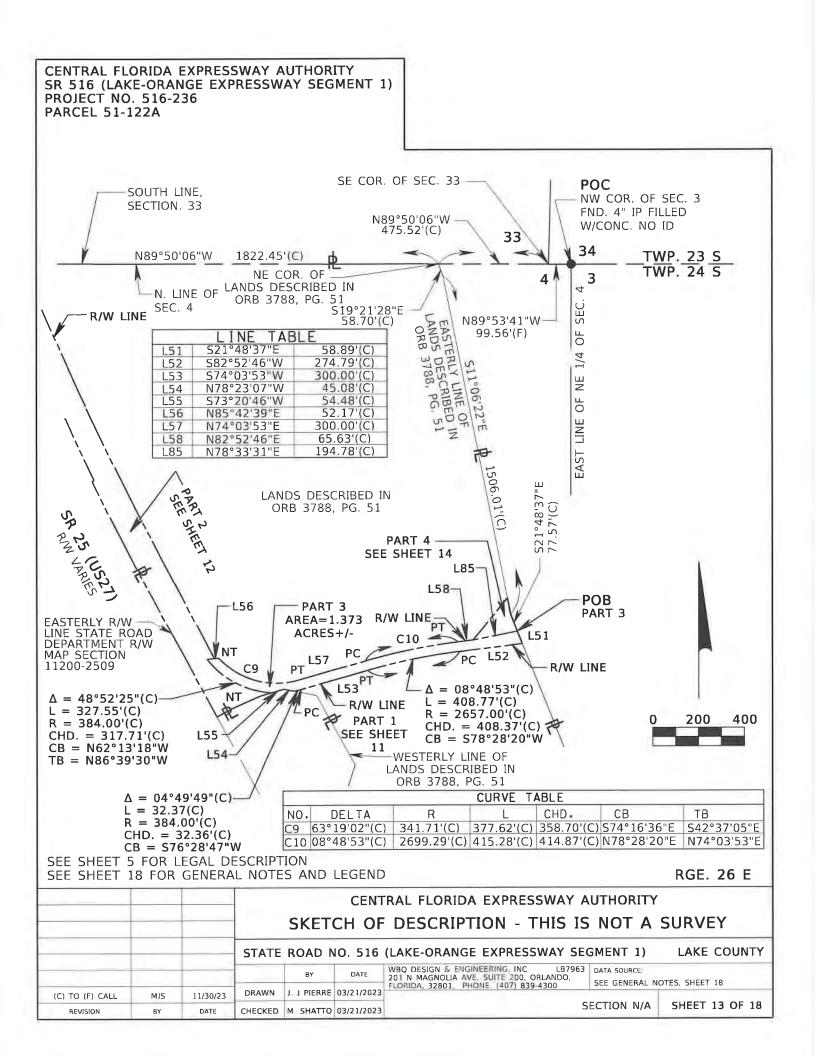
SEE	SHEET	12	FOR	SKETCH OF DESCRIPTION	
SEE	SHEET	18	FOR	GENERAL NOTES AND LEGEND	

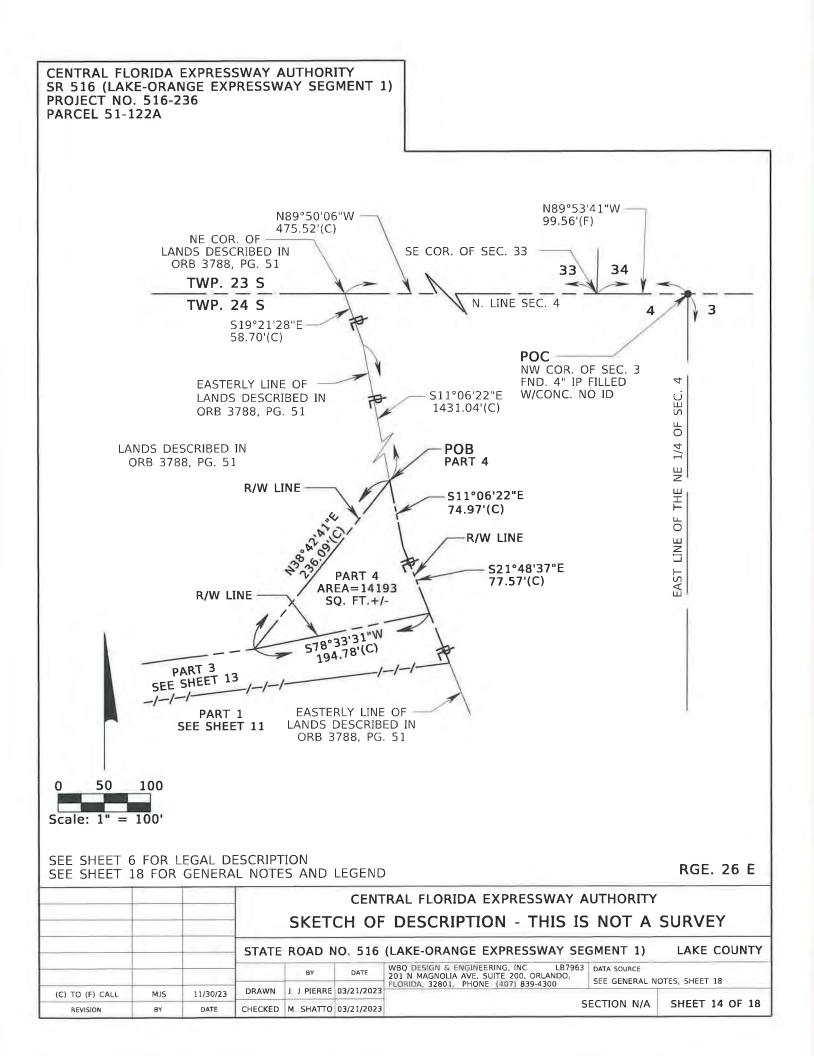
				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		SURVEY
			STATE	ROAD	NO. 516	(LAKE-ORANGE EXPRESSWAY SE	GMENT 1)	LAKE COUNTY
				BY	DATE	W80 DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO.	DATA SOURCE: SEE GENERAL NO	DTES. SHEET 18
REVISE PART 8	MIS	11/30/23	DRAWN	J. J PIERRE	03/21/2023			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	5	SECTION N/A	SHEET 9 OF 18

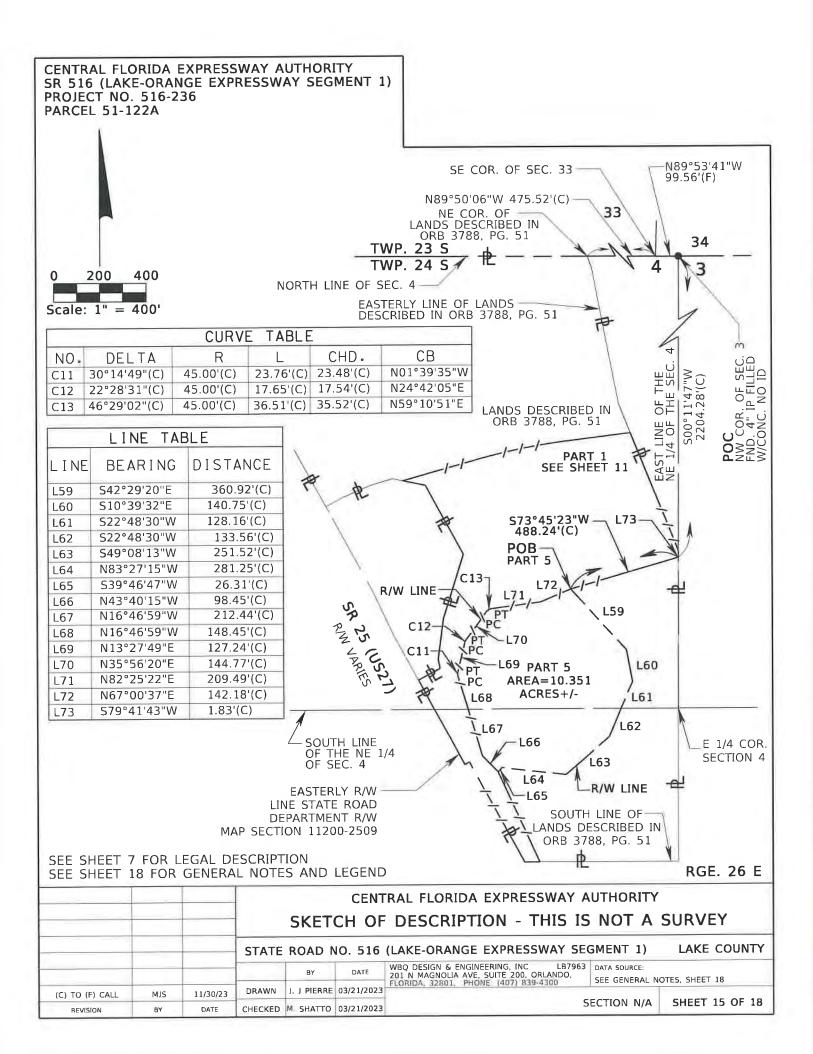


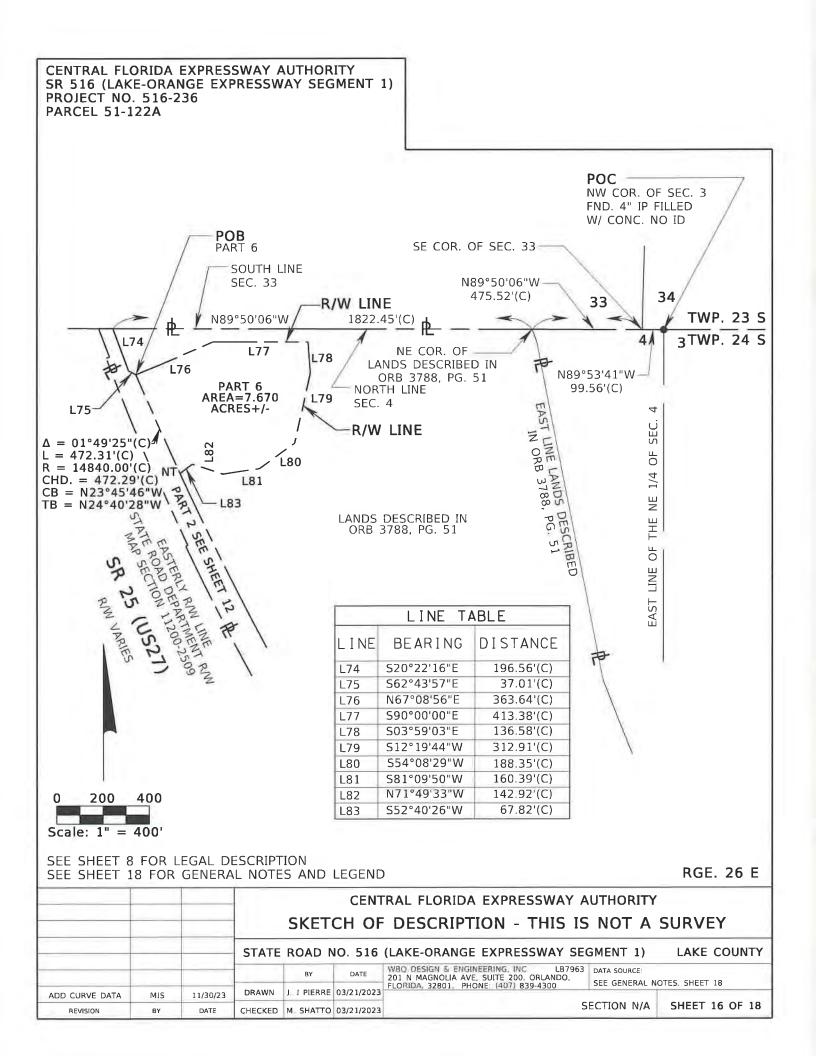


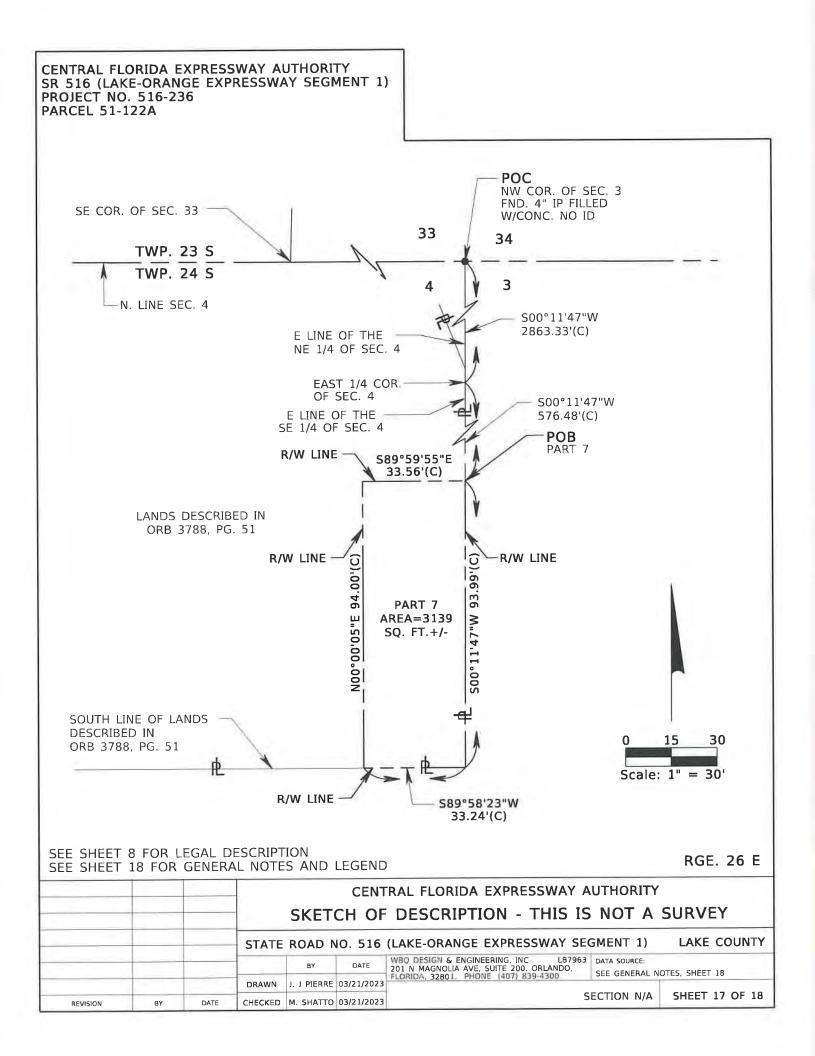












CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-122A

GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING SOUTH 00°11'47" 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 ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589558 DATED 9/22/2022 AT 8:00 A.M., UPDATED 09/25/2023 AT 8:00 A.M., UPDATED 03/05/2024 AT 8:00 A.M.

LEGEND

CB = CHORD BEARING ID = IRON PIPE POB = POINT OF BEGINNING Q = CENTFRLINE IR = IRON ROD OR REBAR POC = POINT OF COMMENC C(C) = CALCULATED DATA IRC = IRON ROD OR REBAR POC = POINT OF FORMENC C(C) = CALCULATED DATA IRC = IRON ROD OR REBAR POC = POINT OF COMMENC C(C) = CALCULATED DATA IRC = IRON ROD OR REBAR POC = POINT OF COMMENC C(C) = CALCULATED DATA IRC = IRON ROD OR REBAR POC = POINT OF CAMPENC AUTHORITY L/A = LENGTH OF CURVE PROJ = PROJECT AUTHORITY L/A = LENGTH OF CURVE PROJ = PROJECT AUTHORITY L/A = LENGTH OF CURVE PROJ = RABIUS C0. = COUNTY MON = MONUMENTATION/MONUMENT RGE = RABIUS C0. = COUNTY ROAD NO = NUMBER RGE RANGE C0. = COUNTY ROAD NO = NUMBER RGE RANGE C0. = COUNTY ROAD NL = NAIL SUS SUS SUS C0. = COUNTY ROAD NL = NAIL SUS SUS SUS	I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEETS 1 SEE SHEETS 1 SEE SHEETS 1 UPDATE TITLE DATE UPDATE TITLE DATE	DF PRAC NT TO S tto Digitally ATTO, PS ESSION/ THOUT -9 FOR 0-17 FC MIS MIS	CTICE AS SECTION 4 y signed by Martin 024 03.11 16:55:24 SM AL SURVE DIGITAL S LEGAL DE DR SKETCH 03/11/2024 11/30/23	REQUIR 172.027, 15hatto 00400' DA YOR ANI SIGNATU ESCRIPTII 1 OF DE STATE	ED BY C FLORIDA ATE: 03 D MAPPEF RE AND S ONS SCRIPTION SKETC ROAD N J. J PIERRE	CHAPTER STATU 2/11/202 R NO. 5: SEAL OF NS CENT CH OF 0. 516 DATE 03/21/2023	SJ-17 FLORIDA ADMINIST FES. A TOP SUBMET A FLORIDA LICENSED SUR RAL FLORIDA EXPRESSV DESCRIPTION - TH (LAKE-ORANGE EXPRESSW) WB0 DESIGN & ENGINEERING, INC 201 N MEGNOLIA AVE, SUITE 200, ORLA	IS IS	ITHORITY NOT A MENT 1) DATA SOURCE: SEE NOTE 3 ABC	SURVEY
CB E CHORD BEARING ID = IRON PIPE POB = POINT OF BEGINNING Q E CENTERLINE IR = IRON ROD OR REBAR POC = POINT OF COMMENC C(C) E CALCULATED DATA IR = IRON ROD OR REBAR POC = POINT OF COMMENC C(C) E CENTERLINE IR = IRON ROD OR REBAR POC = POINT OF COMMENC C(C) E CENTERLINE IR = IRON ROD OR REBAR POC = POINT OF COMMENC C(C) E CENTERLINE IR = IRON ROD OR REBAR POC = POINT OF COMMENC C(C) E CENTERLINE IR = IRON ROD OR REBAR POC = POINT OF COMMENC CAUTONICATION LINETED ACCESS R RAILIGAD PROJECT REALIZADA CONCRETE MONUMENT N/A NOL MENDACESS R R RAILIGAD REGREMENT CAUTONY ROAD NL NUMBER NOL NUMBER REFERENCE RCH REFERENCE CM CONCRETE MONUMENT NL NAIL NIL NAIL SEC = SECTION CSX CHESSE SEABOARD CONSOLIDATED NL NL<	I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEETS 1 SEE SHEETS 1 SEE SHEETS 1	DF PRAC NT TO S tto Digital Date 2 ATTO, PS ESSION/ THOUT -9 FOR 0-17 FC	CTICE AS SECTION 4 y signed by Martin 024.03.11 16:55:24 SM AL SURVE DIGITAL S LEGAL DE DR SKETCH 03/11/2024	REQUIR 172.027, Jshatto Od'00' DA YOR ANI SIGNATU SSCRIPTIC 1 OF DE STATE	ED BY C FLORIDA ATE: 03 D MAPPEF RE AND S ONS SCRIPTION SKETC ROAD N	A STATU A STATU A NO. 52 SEAL OF NS CENT CH OF 0. 516 DATE	SJ-17 FLORIDA ADMINIST FES. A TOP SUBMET A FLORIDA LICENSED SUR RAL FLORIDA EXPRESSV DESCRIPTION - TH (LAKE-ORANGE EXPRESSW) WB0 DESIGN & ENGINEERING, INC 201 N MEGNOLIA AVE, SUITE 200, ORLA	IS IS	ITHORITY NOT A MENT 1) DATA SOURCE:	SURVEY
CB E CHORD BEARING ID = IDENTIFICATION FIGURATION CB E CENTERLINE IR = IRON ROD OR REBAR POE = POINT OF ECGINNIN CC E CENTERLINE IR = IRON ROD AND CAP PT = POINT OF ECGINNIN CC = CENTFIED CORNER RECORD I = LENGTH OF CURVE PROJECT = PROJECT CX = CENTFIED CORNER RECORD I = LENGTH OF CURVE PROJ. = PROJECT AUTHORITY L/A = LIGENSED BUSINESS R = RADIUS CO. = COUNTY MON. = MONUMENTATION/MONUMENT RGE. = RARGE CO. = COUNTY ROAD NO. = NUMBER RF. = REFERENCE CM = CONCRETE MONUMENT N/A = NOT PAPLICABLE R/W = RIGHT OF WAY CSX = CORNER NO. = NUMBER REFERENCE N/W = RIGHT OF WAY CSX = CORNER NO. = NUME NALL SEC. = SECTION CSX = CORREE NO = NAIL SEX = SEC. = SECTION CSX = CORREE NTS <th>I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEETS 1</th> <th>DF PRAC NT TO S tto Digitality Date: 21 ATTO, PS ESSION/ THOUT -9 FOR</th> <th>CTICE AS SECTION 4 y signed by Martin 024.03.11 16:55:24 SM AL SURVE DIGITAL S LEGAL DE</th> <th>REQUIR 172.027, Jshatto Odfoor YOR ANI SIGNATU SSCRIPTIC 1 OF DE</th> <th>ED BY C FLORIDA ATE: 03 D MAPPEF RE AND S ONS SCRIPTION SKETC ROAD N</th> <th>CHAPTER STATU STATU R NO. 53 SEAL OF NS CENT CH OF 0. 516</th> <th>A FLORIDA ADMINIST A FLORIDA LICENSED SUR RAL FLORIDA LICENSED SUR DESCRIPTION - TH (LAKE-ORANGE EXPRESSWA WED DESIGN & ENGINEERING INC</th> <th>IAY AU</th> <th>ITHORITY NOT A MENT 1)</th> <th>SURVEY</th>	I HEREBY CER STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER. SEE SHEETS 1	DF PRAC NT TO S tto Digitality Date: 21 ATTO, PS ESSION/ THOUT -9 FOR	CTICE AS SECTION 4 y signed by Martin 024.03.11 16:55:24 SM AL SURVE DIGITAL S LEGAL DE	REQUIR 172.027, Jshatto Odfoor YOR ANI SIGNATU SSCRIPTIC 1 OF DE	ED BY C FLORIDA ATE: 03 D MAPPEF RE AND S ONS SCRIPTION SKETC ROAD N	CHAPTER STATU STATU R NO. 53 SEAL OF NS CENT CH OF 0. 516	A FLORIDA ADMINIST A FLORIDA LICENSED SUR RAL FLORIDA LICENSED SUR DESCRIPTION - TH (LAKE-ORANGE EXPRESSWA WED DESIGN & ENGINEERING INC	IAY AU	ITHORITY NOT A MENT 1)	SURVEY
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-122B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4 TOWNSHIP 24 SOUTH, RANGE 26 EAST, NORTH 00°11'47" EAST, A DISTANCE OF 659.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE NORTH 00°11'47" EAST, A DISTANCE OF 27.77 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 27.86 FEET; THENCE SOUTH 79°41'43" WEST, A DISTANCE OF 10.62 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 145 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 ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY								
				BY		WBQ DESIGN & ENGINEERING, INC LB7963	DATA SOURCE: SEE GENERAL NO	TES. SHEET 4			
	1		DRAWN	J. J PIERRE	03/09/2023		SECTION N/A SHEET 1 OF 4				
REVISION	BY	DATE	CHECKED	M SHATTO	03/21/2023						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-122B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

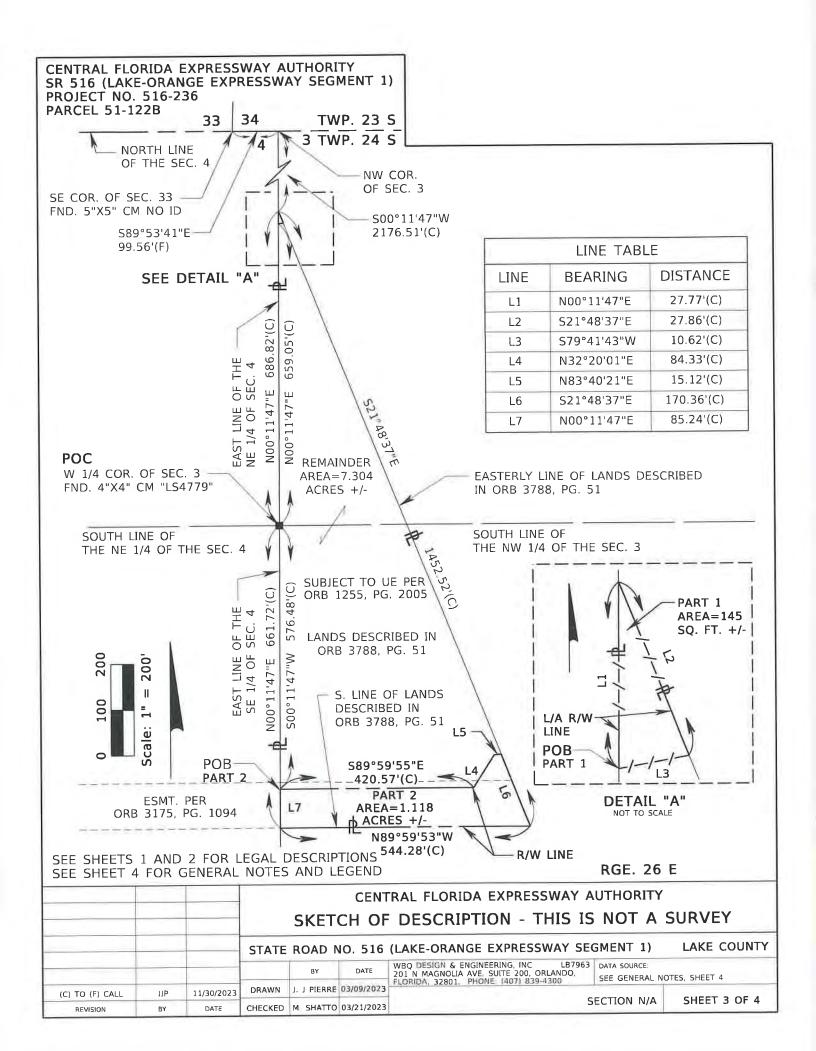
COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4 TOWNSHIP 24 SOUTH, RANGE 26 EAST, SOUTH 00°11'47" WEST, A DISTANCE OF 576.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'55" EAST, A DISTANCE OF 420.57 FEET; THENCE NORTH 32°20'01" EAST, A DISTANCE OF 84.33 FEET; THENCE NORTH 83°40'21" EAST, A DISTANCE OF 15.12 FEET TO A POINT ON THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 170.36 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID NORTH 89°59'53" WEST, A DISTANCE OF 544.28 FEET TO A POINT ON EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID EAST LINE NORTH 00°11'47" EAST, A DISTANCE OF 85.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.118 ACRES, MORE OR LESS;

CONTAINING IN THE AGGREGATE 1.121 ACRES, MORE OR LESS

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY										
			1	SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNT										
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	TES SHEET 4					
			DRAWN	J. J PIERRE	03/09/2023								
REVISION	BY	DATE	CHECKED	M SHATTO	03/21/2023	B SECTION N/A SHEET 2		SHEET 2 OF 4					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) **PROJECT NO. 516-236** PARCEL 51-122B

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 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING NORTH 00°11'47" EAST, BASED ON THE FLORIDA STATE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589592 DATED 09/22/2022 AT 8:00 A.M., UPDATED 09/25/2023 AT 8:00 A.M., UPDATED 03/05/2024 AT 8:00 A.M.

LEGEND

CHD. = CHORD CB = CHORD Q = CENTER (C) = CALCUL/ CCR = CERTIFIE CFX = CENTRA AUTHOR CO. = COUNTY COR. = CORNER CM = CONCRE CR = COUNTY CSX = CHESSIE D = DEGREE (D) = DEED D DB = DEED B DR. = DRIVE ESMT. = EASEME Δ = DELTA (FND. = FOUND (F) = FIELD D FDOT = FLORIDA	BEARING LINE ATED DA ED CORN L FLORIG TTY TE MON CROAD E SEABO ATA OOK NT CENTRA	G IER RECOR DA EXPRES UMENT ARD CONSC L ANGLE)	SWAY	NO. N/A NL NTS OR OR PG. PLS	= IDI = IRC = NC = NC = NC = NC = NC = OF = OF = PR	IL & DISK ON-TANGENT OT TO SCALE FICIAL RECORD FICIAL RECORD BOOK GE OFESSIONAL LAND SURVEYOR OPERTY LINE	PI POB POC PT RR RGE. R/W SEC. SELY SR	 REFERENCE RIGHT OF WAY SECTION SOUTHEASTERLY STATE ROAD SQUARE FEET TANGENT TANGENT BEARING TANGENT TO CURVE
TRANSP I HEREBY CER STANDARDS C CODE PURSUA Martin J Shat MARTIN J. SHA FLORIDA PROF	ATIFY TI DF PRAC NT TO Lto Digital CTTO, PS ESSION THOUT AND 2	N HAT THIS CTICE AS SECTION 4 y signed by Martin 024.03.11 16:56:46 024.03.11 16:56:46 SM AL SURVE DIGITAL S FOR LEG	REQUIR 472.027, JShatto -04'00' D/ YOR AN SIGNATU AL DESC	ED BY 0 FLORIDA ATE: 03 D MAPPE RE AND CRIPTIONS	= PL SCRIPTIC CHAPTE A STATU 3/11/202 R NO. 5 SEAL O	24 5219 F A FLORIDA LICENSED SU	TRATIVE RVEYOR	* * STATE OF State OF St
				SKET		TRAL FLORIDA EXPRESS		
			STATE	ROAD N	10. 516	(LAKE-ORANGE EXPRESS	VAY SEGI	MENT 1) LAKE COUNTY
UPDATE TITLE DATE	MJS	03/11/2024	V	BY	DATE	WBQ DESIGN & ENGINEERING, INC 201 N MAGNOLIA AVE, SUITE 200, OR	ANDO,	DATA SOURCE: SEE NOTE 3 ABOVE
UPDATE TITLE DATE	IIP	11/30/2023	DRAWN	J. J PIERRE	03/09/2023	FLORIDA, 32801, PHONE (407) 839-4	500	
REVISION	BY	DATE	CHECKED	M SHATTO	03/21/2023		SE	CTION N/A SHEET 4 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 LAKE-ORANGE EXPRESSWAY - SEGMENT 1 **PROJECT NO. 516-236 PARCEL 51-124** PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH. RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3401, PAGE 1583, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 4 SOUTH 89°53'38' WEST, A DISTANCE OF 1061.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°30'58" WEST, A DISTANCE OF 145.88 FEET TO A POINT ON THE WESTERLY LINE OF WATER RETENTION AREA POND D AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11200, FINANCIAL PROJECT IDENTIFICATION 238422 1 AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID WESTERLY LINE OF SAID POND D THE FOLLOWING THREE COURSES: THENCE NORTH 28°30'58" WEST, A DISTANCE OF 229.67 FEET: THENCE NORTH 25°05'47" WEST, A DISTANCE OF 200.36 FEET; THENCE NORTH 28°31'48" WEST, A DISTANCE OF 430.73 FEET TO A POINT ON THE NORTHERLY LINE OF SAID POND D; THENCE ALONG THE NORTHERLY LINE OF SAID POND D THE FOLLOWING THREE COURSES: THENCE NORTH 61°27'47" EAST. A DISTANCE OF 83.84 FEET; THENCE NORTH 66°24'21" EAST, A DISTANCE OF 126.57 FEET; THENCE NORTH 73°20'46" EAST, A DISTANCE OF 49.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF NORTH 86°07'06" EAST AND A CHORD DISTANCE OF 96.57 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 86°39'30" EAST EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°26'48", A DISTANCE OF 96.82 FEET TO A POINT ON THE AFORESAID NORTHERLY LINE OF SAID POND D; THENCE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINE OF SAID POND D THE FOLLOWING SIX COURSES: THENCE SOUTH 78°23'07" EAST, A DISTANCE OF 101.58 FEET; THENCE SOUTH 28°31'48" EAST, A DISTANCE OF 344.37 FEET; THENCE SOUTH 17°25'19" WEST, A DISTANCE OF 294.56 FEET; THENCE SOUTH 07°17'11" WEST, A DISTANCE OF 179.70 FEET; THENCE SOUTH 12°16'11" EAST, A DISTANCE OF 40.25 FEET; THENCE SOUTH 61°28'12" WEST A DISTANCE OF 107.91 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY

CONTAINING 6.509 ACRES, MORE OR LESS

SEE SHEET 4 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY WBQ DESIGN & ENGINEERING, INC LB7 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE (407) 839-4300 LB7963 DATA SOURCE: BY DATE SEE GENERAL NOTES, SHEET 4 DRAWN J J PIERRE 03/21/2023 SECTION N/A SHEET 1 OF 4 REVISION CHECKED M. SHATTO 03/21/2023 BY DATE

SEE SHEET 3 FOR SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 LAKE-ORANGE EXPRESSWAY - SEGMENT 1 PROJECT NO. 516-236 PARCEL 51-124 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3401, PAGE 1583, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

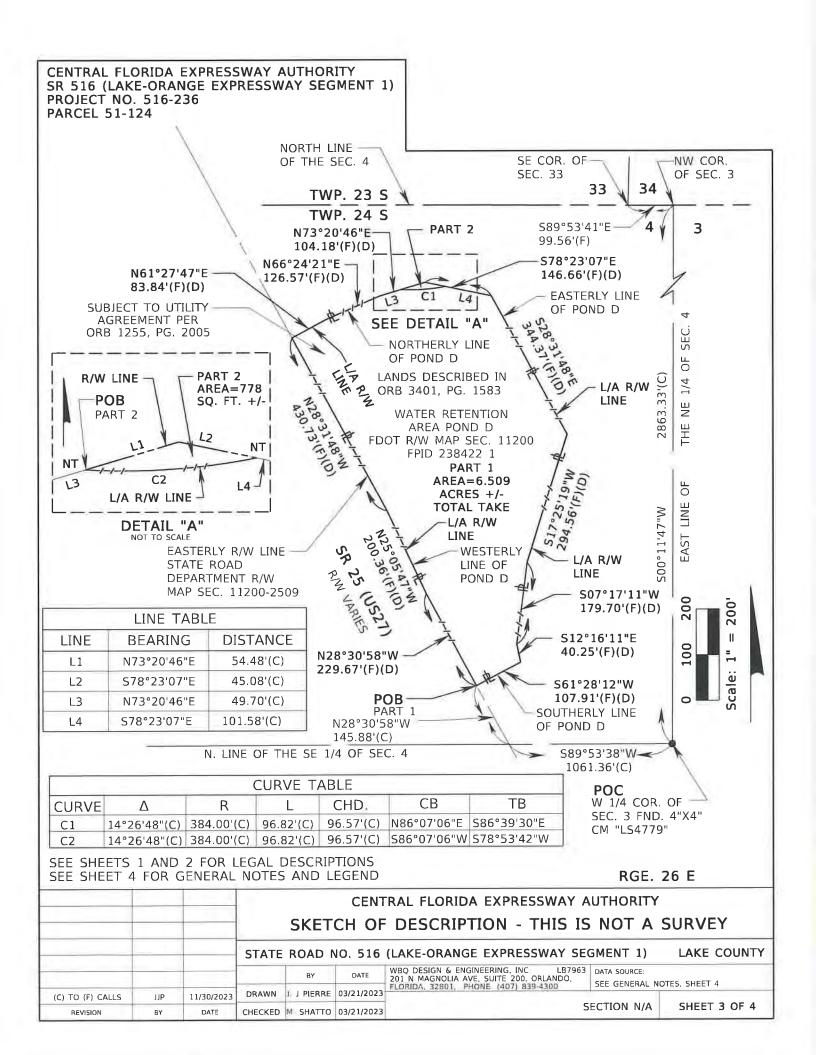
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 4 SOUTH 89°53'38' WEST, A DISTANCE OF 1061.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°30'58" WEST, A DISTANCE OF 145.88 FEET TO A POINT ON THE WESTERLY LINE OF WATER RETENTION AREA POND D AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11200, FINANCIAL PROJECT IDENTIFICATION 238422 1; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID WESTERLY LINE OF SAID POND D THE FOLLOWING THREE COURSES: THENCE NORTH 28°30'58" WEST, A DISTANCE OF 229.67 FEET; THENCE NORTH 25°05'47" WEST, A DISTANCE OF 200.36 FEET; THENCE NORTH 28°31'48" WEST, A DISTANCE OF 430.73 FEET TO A POINT ON THE NORTHERLY LINE OF SAID WATER RETENTION AREA POND D; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: THENCE NORTH 61°27'47" EAST, A DISTANCE OF 83.84 FEET; THENCE NORTH 66°24'21" EAST, A DISTANCE OF 126.57 FEET; THENCE NORTH 73°20'46" EAST, A DISTANCE OF 49.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 73°20'46" EAST, A DISTANCE OF 54.48 FEET; THENCE SOUTH 78°23'07" EAST, A DISTANCE OF 45.08 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTH HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF SOUTH 86°07'06" WEST AND A CHORD DISTANCE OF 96.57 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 78°53'42" WEST, WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°26'48", A DISTANCE OF 96.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 778 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 6.527 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		SURVEY
			STATE	ROAD	10. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY
				BY	DATE	THE STATE THE TAR ON AND	DATA SOURCE: SEE GENERAL NO	TES, SHEET 4
			DRAWN	J. J PIERRE	03/21/2023			SHEET 2 OF 4
REVISION	BY	DATE	CHECKED	M SHATTO	03/21/2023	5	ECTION N/A	SHEET Z OF 4



CENTRAL FLC SR 516 (LAK PROJECT NO. PARCEL 51-1	E-ORANGI . 516-236		THORITY Y SEGMENT 1)	
GENERAL I				
1. THE PURPC	DSE OF TH	HIS SKETCH IS BOUNDARY SU	TO DELINEATE THE DESCRIPTION ATTACHED HEF	RETO. THIS DOES
SECTION 4 FLORIDA S DATUM, 20	, TOWNSI TATE PLA 11 ADJUS	HIP 24 SOUTH ANE COORDIN STMENT.	ARE BASED ON THE EAST LINE OF THE NORTHEA , RANGE 26 EAST, BEING SOUTH 00°11'47" WE NTE SYSTEM, FLORIDA EAST ZONE (0901), 1983	ST, BASED ON THE NORTH AMERICAN
AMERICAN	TITLE IN	ISURANCE CO	ALTA COMMITMENT FOR TITLE INSURANCE PRE MPANY FILE NO. 2037-5589629 DATED 09/15/2 , UPDATED 03/05/2024 AT 8:00 A.M.	PARED BY FIRST 022 AT 8:00 A.M.,
$\begin{array}{rcl} CCR &=& CERTIFI\\ CFX &=& CENTRA\\ && AUTHO\\ CO. &=& COUNT\\ CM &=& COUNT\\ CM &=& CONCR\\ CR &=& COUNT\\ CR &=& COUNT\\ CSX &=& CHESSI\\ D &=& DEGREF\\ (D) &=& DEED \\ DB &=& DEED \\ DEED \\ DB &=& DEED \\ DEED \\ DEED \\ DEE$	BEARING ALINE ATED DATA IED CORNER AL FLORIDA RITY Y ETE MONUM R Y ROAD E SEABOARE E DATA BOOK ENT (CENTRAL A A DEPARTMI PORTATION	R RECORD EXPRESSWAY IENT D CONSOLIDATED	IP= IRON PIPEPOB= PIIR= IRON ROD OR REBARPOC= PIIRC= IRON ROD AND CAPPT= PIL= LENGTH OF CURVEPROJ.= PLB= LICENSED BUSINESSR= RL/A= LIMITED ACCESSRR= RMON.= MONUMENTATION/MONUMENTRGE.= RNO.= NUMBERREF.= RN/A= NOT APPLICABLER/WRNL= NAILSEC.= SN&D= NAIL & DISKSELY= SNT= NON-TANGENTSR= SOR= OFFICIAL RECORDT= TORB= OFFICIAL RECORD BOOKTB= TPG.= PAGETC= TPLS= PROFESSIONAL LAND SURVEYORTWP.= TPL= PROPERTY LINEUE= U(P)= DIAT DATASES	DINT OF INTERSECTION DINT OF BEGINNING DINT OF COMMENCEMENT DINT OF TANGENCY ROJECT ADIUS AILROAD ANGE EFERENCE IGHT OF WAY ECTION OUTHEASTERLY TATE ROAD QUARE FEET ANGENT ANGENT BEARING ANGENT TO CURVE OWNSHIP TILITY EASEMENT
STANDARDS C CODE PURSUA Martin J Sha MARTIN J. SHA FLORIDA PROF NOT VALID WI AND MAPPER.	OF PRACTIC NT TO SEC Digitally sig shatto Date: 2024. ATTO, PSM FESSIONAL ITHOUT DIC	CE AS REQUIR CTION 472.027, gned by Martin J .03.11 16:57:57 -04'00' DA	E AND SEAL OF A FLORIDA LICENSED SURVEYOR	STATE OF
SEE SHEET 3	FOR SKETC	CH OF DESCRIP	CENTRAL FLORIDA EXPRESSWAY AUTHO	
			SKETCH OF DESCRIPTION - THIS IS NO	
UPDATE TITLE DATE		3/11/2024	BY DATE WBQ DESIGN & ENGINEERING, INC LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE (407) 839-4300 DATA SOL	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-127A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 55 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH IRON PIPE WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 SOUTH 89°35'05" EAST, A DISTANCE OF 1371.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING NINETEEN COURSES: THENCE SOUTH 16°23'32" EAST, A DISTANCE OF 381.89 FEET; THENCE SOUTH 73°37'13" WEST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 73°47'32" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 499.83 FEET; THENCE SOUTH 73°30'21" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 450.15 FEET; THENCE NORTH 73°39'31" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.33 FEET; THENCE SOUTH 74°13'53" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.19 FEET; THENCE NORTH 74°32'13" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 400.02 FEET; THENCE SOUTH 73°02'51" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 700.06 FEET; THENCE NORTH 73°51'23" EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 600.00 FEET; THENCE SOUTH 73°51'23" WEST, A DISTANCE 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE 101.61 TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 AND THE POINT OF BEGINNING; THENCE ALONG THE SAID EAST LINE NORTH 01°01'00" EAST, A DISTANCE OF 207.37 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 146.23 FEET; THENCE SOUTH 73°37'13" WEST, A DISTANCE OF 5.52 FEET: THENCE SOUTH 20°22'16" EAST, A DISTANCE OF 827.69 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE ALONG SAID SOUTH LINE NORTH 89°50'06" WEST, A DISTANCE OF 60.42 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11307.71 FEET, A CHORD BEARING OF NORTH 19°42'35" WEST AND A CHORD DISTANCE OF 164.79 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING EIGHT COURSES: THENCE FROM A TANGENT BEARING OF NORTH 20°07'38" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°50'06", A DISTANCE OF 164.79 FEET; THENCE SOUTH 70°42'28" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11317.71 FEET, A CHORD BEARING OF NORTH 19°02'29" WEST AND A CHORD DISTANCE OF 99.04 FEET;

CONTINUED ON SHEET 2

			-	SKET		TRAL FLORIDA EXPRESSWAY		SURVEY
			STATE	ROAD	IO. 516	(LAKE-ORANGE EXPRESSWAY - S	SEGMENT 1)	LAKE COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE (407) 839-4300	B DATA SOURCE: SEE GENERAL NO	TES, SHEET 7
			DRAWN	R. REBELLO	03/09/2023	PEORDA, 32001, PHONE. (407) 035-4300	1	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023		SECTION N/A	SHEET 1 OF 7

SEE SHEETS 3-6 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

LEGAL DESCRIPTION

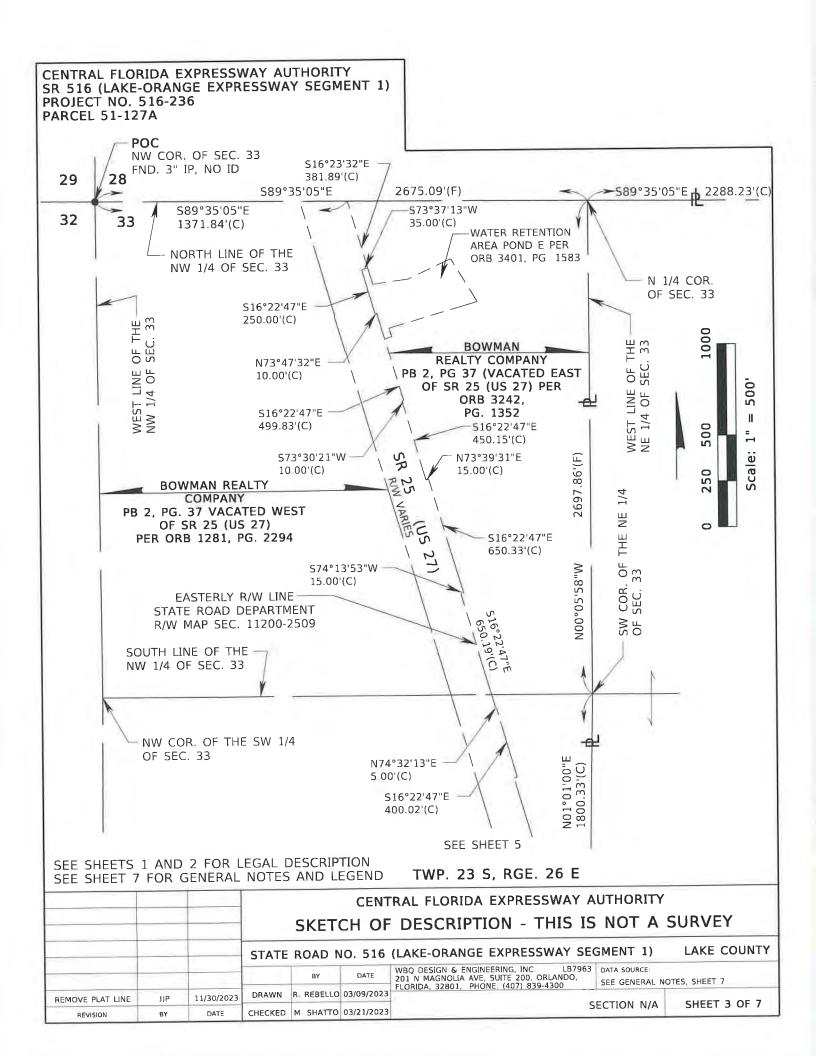
CONTINUED FROM SHEET 1

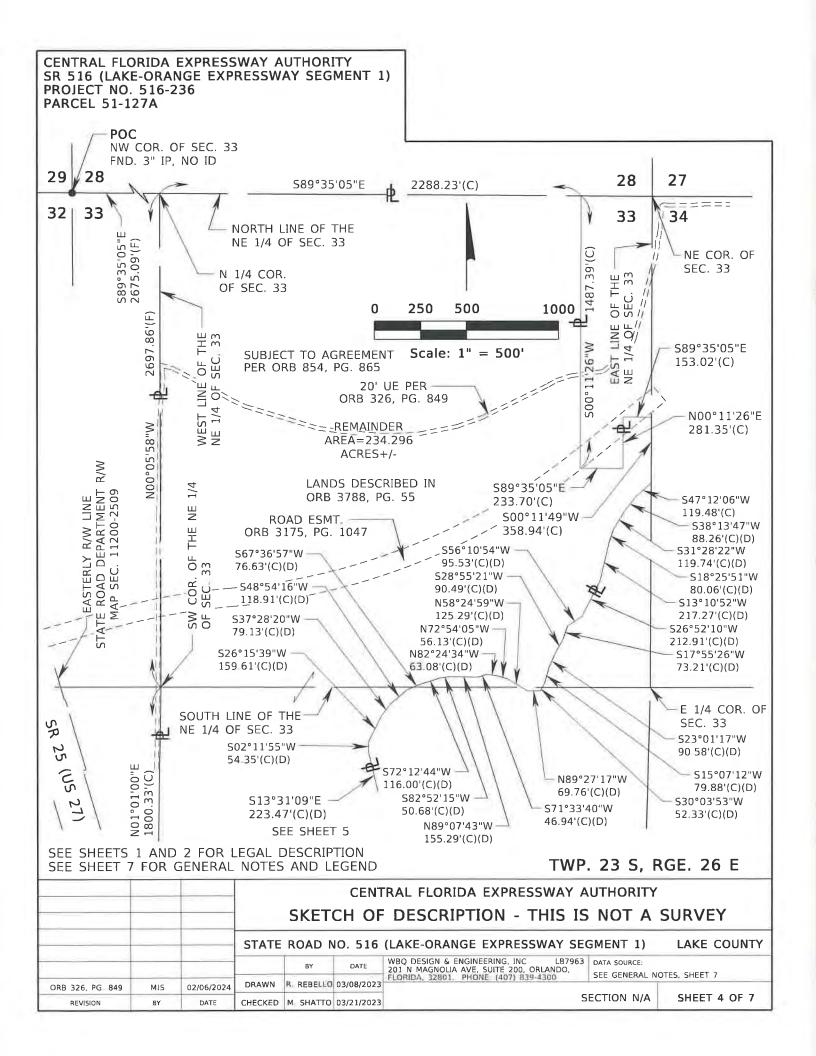
THENCE FROM A TANGENT BEARING OF NORTH 19°17'32" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'05", A DISTANCE OF 99.04 FEET; THENCE SOUTH 71°12'33" WEST, A DISTANCE OF 10.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11327.83 FEET, A CHORD BEARING OF NORTH 18°24'54" WEST AND A CHORD DISTANCE OF 148.61 FEET; THENCE FROM A TANGENT BEARING OF NORTH 18°47'27" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°45'06", A DISTANCE OF 148.61 FEET; THENCE SOUTH 72°09'14" WEST, A DISTANCE OF 11.88 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11339.71 FEET, A CHORD BEARING OF NORTH 17°12'33" WEST AND A CHORD DISTANCE OF 328.39 FEET; THENCE FROM A TANGENT BEARING OF NORTH 18°02'20" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°39'33", A DISTANCE OF 328.40 FEET TO THE POINT OF TANGENCY; THENCE NORTH 16°22'47" WEST, A DISTANCE OF 17.75 FEET TO THE POINT OF BEGINNING.

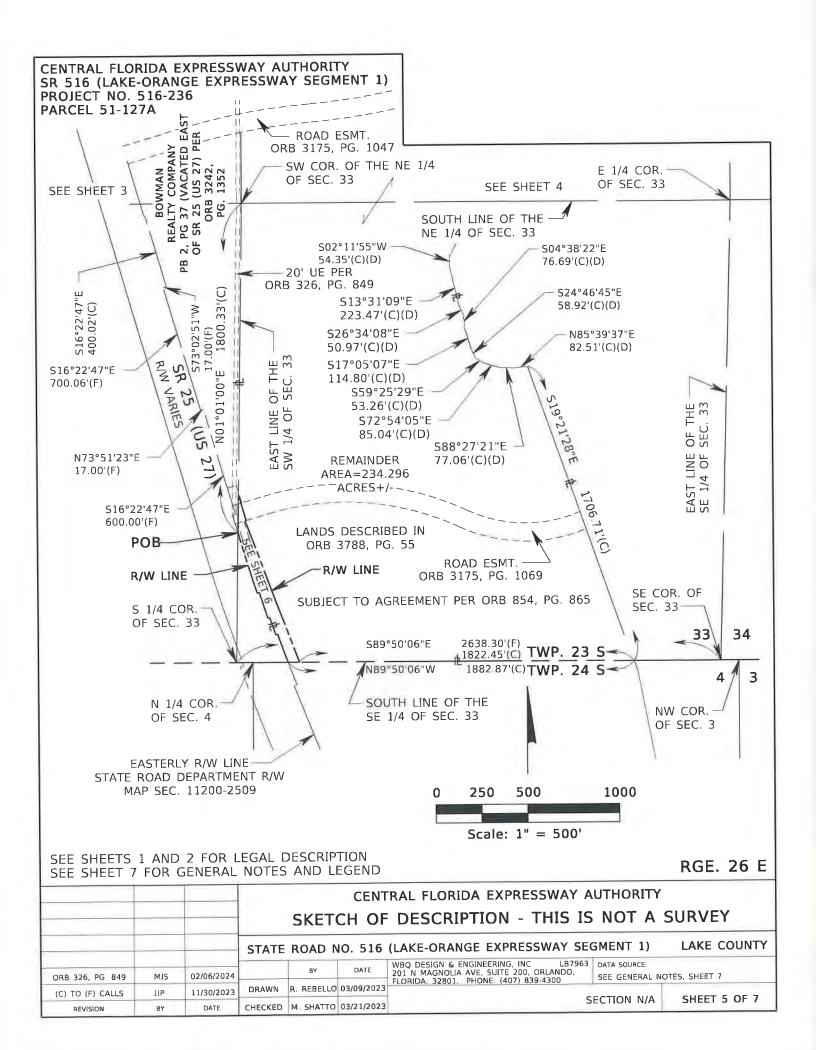
CONTAINING 1.303 ACRES, MORE OR LESS.

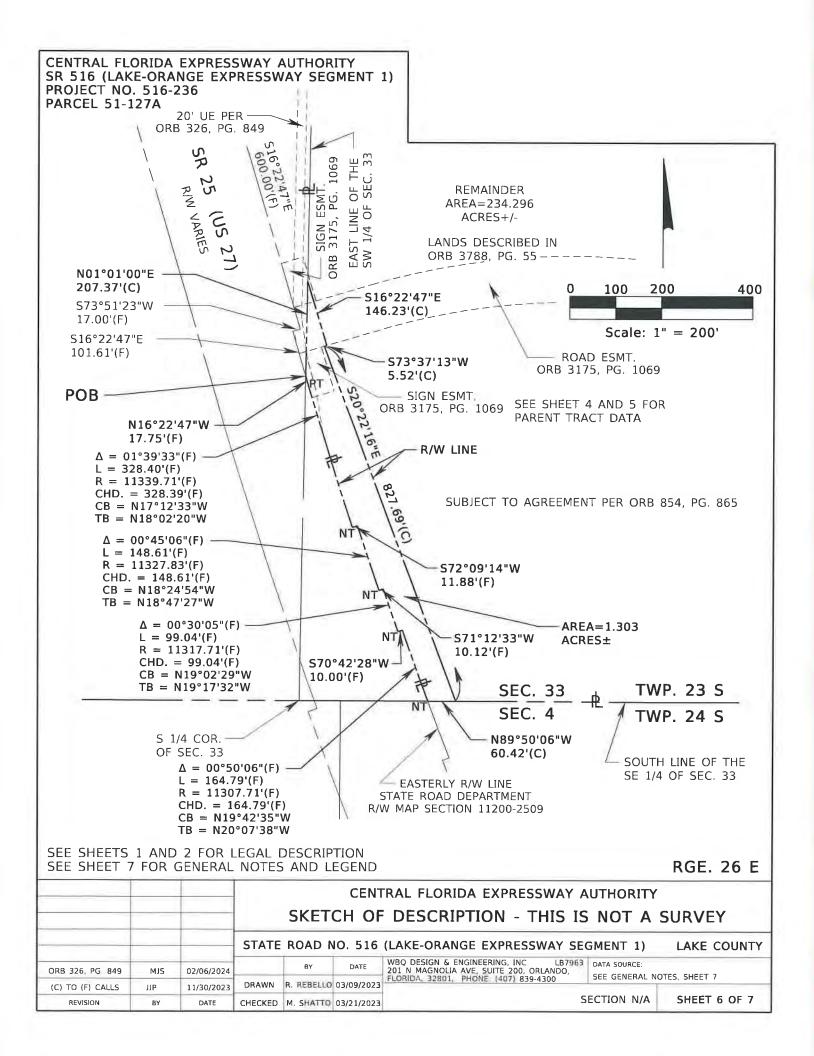
SEE SHEETS 3-6 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

			-	SKET		RAL FLORIDA EXPRESSWAY AUTHORITY	
			STATE	ROAD	10. 516	(LAKE-ORANGE EXPRESSWAY - SEGMENT 1)	LAKE COUNTY
	1			BY	DATE	WBQ DESIGN & ENGINEERING, INC LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE (407) 839-4300 SEE GENERAL N	IOTES, SHEET 7
			DRAWN	R. REBELLO	03/09/2023		
REVISION	BY	DATE	CHECKED	M_SHATTO	03/21/2023	SECTION N/A	SHEET 2 OF 7









CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-127A

GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING NORTH 00°05'58" 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 ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589768 DATED 09/15/2022 AT 8:00 A.M., UPDATED 09/28/2023 AT 8:00 A.M., UPDATED 3/06/2024 AT 8:00 A.M.

LEGEND

$\begin{array}{rcl} CFX &=& CENTRA\\ && AUTHOF\\ CO. &=& COUNTY\\ COR. &=& CORNEF\\ CM &=& CONCRE\\ CR &=& COUNTY\\ CSX &=& CHESSIE\\ D &=& DEGREE\\ (D) &=& DEED \ D\\ DB &=& DEED \ D\\ DB &=& DEED \ D\\ DR. &=& DRIVE\\ ESMT &=& EASEME\\ A &=& DELTA\\ FND. &=& FOUND\\ (F) &=& FIELD\\ FDOT &=& FLORID\\ \end{array}$	BEARING LLINE ATED DA ED CORN L FLORID RITY Y ROAD E SEABOA E DATA 300K ENT (CENTRAL	; TA IER RECORI DA EXPRESS UMENT ARD CONSC L ANGLE) TMENT OF	SWAY	FPID ID IP IR LB L/A MON N/A NL N&D NT NTS OR ORB PG. PLS PLS PLS PB	= IDENTII = IRON P = IRON P = IRON P = LENGT = LICENS = LIMITEI = MONUI = NUMBE = NOT A = NAIL = NAIL & = NOT T = OFFICI = OFFICI = PAGE = PROFE	IPE OD OR REBAR OD AND CAP H OF CURVE ED BUSINESS D ACCESS MENTATION/MONUMENT R PPLICABLE DISK ANGENT D SCALE AL RECORD AL RECORD AL RECORD BOOK SSIONAL LAND SURVEY RTY LINE DATA	r	R RR RGE. REF. R/W SEC. SELY SR SQ.FT T TB TC	= POINT OF = POINT OF = POINT OF = POINT OF = PROJECT = RADIUS = RAILROAN = RAILROAN = REFEREN = RIGHT ON = SECTION = SOUTHEA = SQUARE = TANGENT = TANGENT	D ICE F WAY ASTERLY OAD FEET T T BEARING T TO CURVE IIP
STANDARDS C CODE PURSUA Martin J Shat	DF PRAC NT TO S tto Digitally Date: 20 ATTO, PS ESSIONA ITHOUT -2 FOR	CTICE AS SECTION 4 y signed by Martin 024.03.13 16:48:33 SM AL SURVE DIGITAL S LEGAL DE	REQUIRE 172.027, 1 15hatto 0400' DA ⁻ YOR AND 5IGNATUR ESCRIPTIO	ED BY FLORID TE: MAPPI RE AND	CHAPTER A STATU 3/13/2024 ER NO.'5 9 SEAL OF		JMINISTRA	ATIVE	Teo. F	STATE OF
-					CENT	RAL FLORIDA EXF				
	_					DESCRIPTION				
			STATE	ROAD	NO. 516	(LAKE-ORANGE EXP				LAKE COUNT
						the second		D7062		
UPDATE TITLE DATE	MJS	3/12/2024		BY	DATE	WBQ DESIGN & ENGINEERING 201 N MAGNOLIA AVE, SUITE	5. INC L 200, ORLAND 07) 839-4300	B7963 [DATA SOURCE: SEE NOTE 3 ABO	VE
UPDATE TITLE DATE	MJS JJP	3/12/2024 11/30/2023	DRAWN F		DATE 0 03/09/2023	WBQ DESIGN & ENGINEERING 201 N MAGNOLIA AVE, SUITE FLORIDA, 32801. PHONE (4)	5, INC L 200, ORLAND 07) 839-4300			SHEET 7 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-127B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

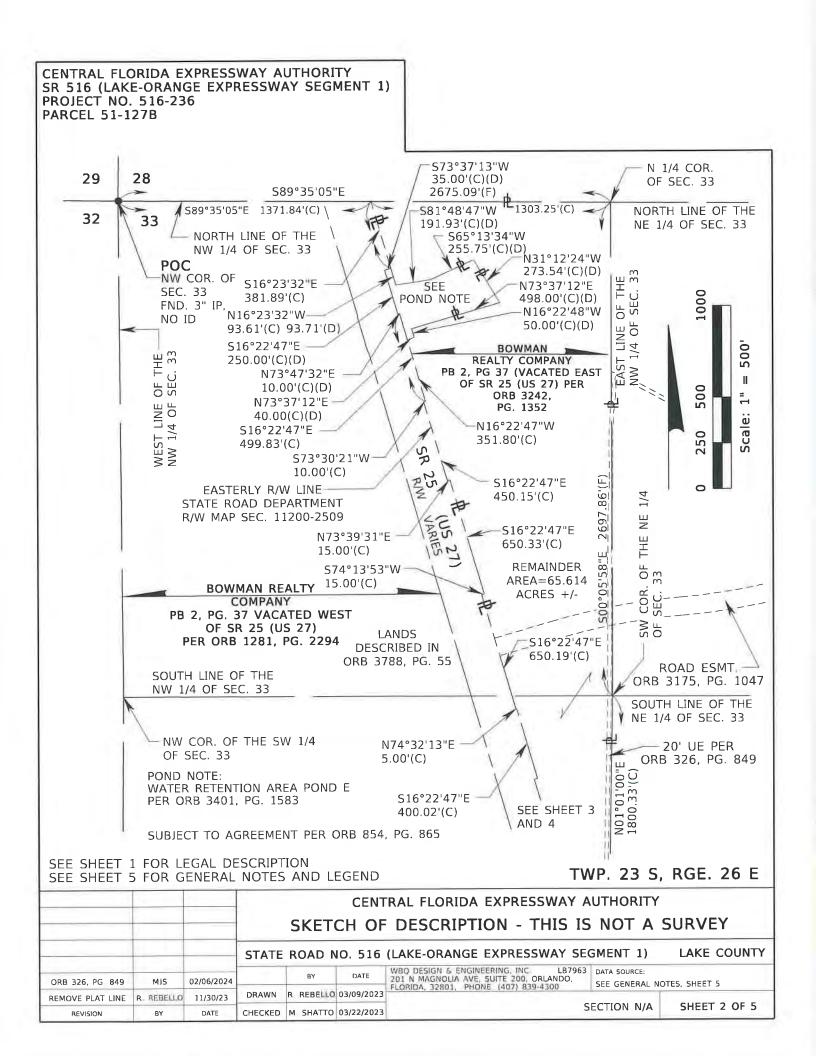
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 55 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

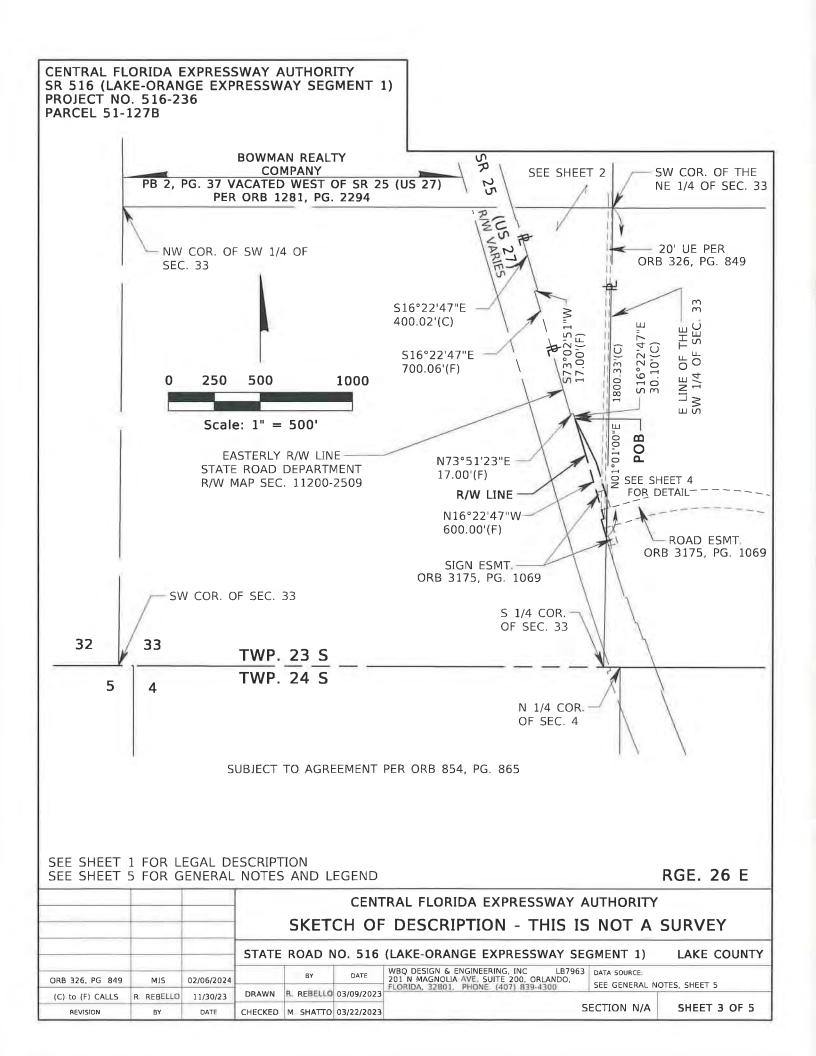
COMMENCE AT A FOUND 3-INCH IRON PIPE WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 SOUTH 89°35'05" EAST, A DISTANCE OF 1371.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING SEVENTEEN COURSES: THENCE SOUTH 16°23'32" EAST, A DISTANCE OF 381.89 FEET; THENCE SOUTH 73°37'13" WEST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 73°47'32" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 499.83 FEET; THENCE SOUTH 73°30'21" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 450.15 FEET; THENCE NORTH 73°39'31" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.33 FEET; THENCE SOUTH 74°13'53" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.19 FEET; THENCE NORTH 74°32'13" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 400.02 FEET; THENCE SOUTH 73°02'51" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 700.06 FEET; THENCE NORTH 73°51'23" EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 30.10 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 26°09'47" EAST, A DISTANCE OF 264.83 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 212.58 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE ALONG SAID EAST LINE SOUTH 01°01'00" WEST, A DISTANCE OF 207.37 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: THENCE NORTH 16°22'47" WEST, A DISTANCE OF 101.61 FEET; THENCE NORTH 73°51'23" EAST, A DISTANCE OF 17.00 FEET; THENCE NORTH 16°22'47" WEST, A DISTANCE OF 569.90 FEET TO THE POINT OF BEGINNING.

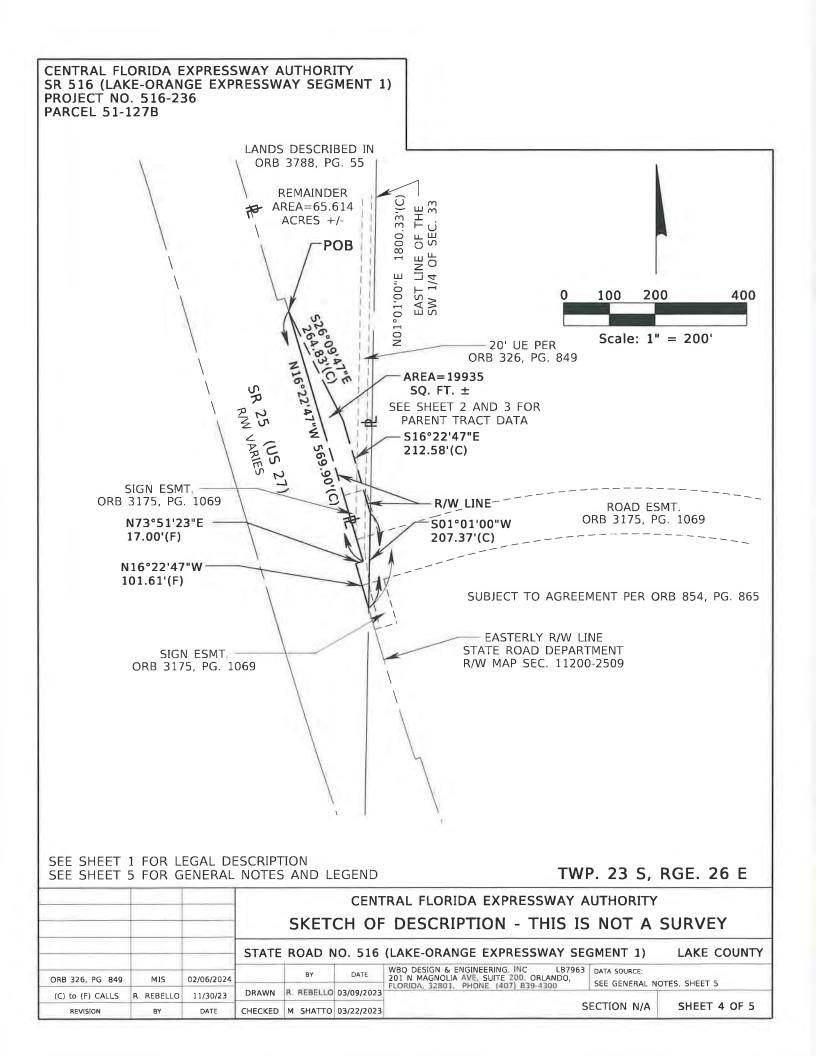
CONTAINING 19935 SQUARE FEET, MORE OR LESS.

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

			_		CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY	
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY - S	EGMENT 1)	LAKE COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	
		-	DRAWN	R. REBELLO	03/09/2023	FLORIDA, 32801, PHONE (407) 839-4300	SEE GENERAL N	UIES, SHEET S
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	S	ECTION N/A	SHEET 1 OF 5







CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-127B

GENERAL NOTES

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE THE NORTH LINE OF THE NORTHWEST QUARTER SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING SOUTH 89°35'05" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589809 DATED 09/16/2022 AT 8:00 A.M., UPDATED 09/28/2023 AT 8:00 A.M., UPDATED 3/06/2024 AT 8:00 A.M.

LEGEND

$\begin{array}{rcl} CHD, & = \\ CB & = \\ Q_{-} & = \\ Q_{-} & = \\ CCR & = \\ CCR & = \\ CFX & = \\ COR, & = \\ COR, & = \\ CM & = \\ CR & = \\ CSX & = \\ D & = \\ CSX & = \\ C$	CHORD DISTANCE CHORD BEARING CENTERLINE CALCULATED DATA CERTIFIED CORNER REC CENTRAL FLORIDA EXPE AUTHORITY COUNTY CORNER CONCRETE MONUMENT COUNTY ROAD CHESSIE SEABOARD CO DEGREE DEED DATA DEED BOOK DRIVE EASEMENT DELTA (CENTRAL ANGL FOUND FIELD DATA FLORIDA DEPARTMENT	E) EORD RESSWAY E) E) E) E) E) H DID IP IR IR IR IR IR IR IR IR IR IR IR IR IR	 FINANCIAL PROJECT IDENTIFICATION 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 BOOK PAGE PROFESSIONAL LAND SURVEYOR PROPERTY LINE PLAT DATA 	PI POB POC PT PROJ. R RGE. RGE. REF. R/W SEC. SELY SR SQ.FT T TB TC	 POINT OF CURVATURE POINT OF INTERSECTION POINT OF BEGINNING POINT OF COMMENCEMENT POINT OF TANGENCY PROJECT RADIUS RAILROAD RANGE REFERENCE RIGHT OF WAY SECTION SOUTHEASTERLY STATE ROAD SQUARE FEET TANGENT BEARING TANGENT TO CURVE TOWNSHIP UTILITY EASEMENT
STANDARD CODE PURS Martin J S FLORIDA PENOT VALID AND MAPPE SEE SHEET	TRANSPORTATION CERTIFY THAT THIS 9 S OF PRACTICE AS 1 SUANT TO SECTION 47 Digitally signed by Martin J Date: 2024.03.12 11:19:10-0 SHATTO, PSM ROFESSIONAL SURVEY WITHOUT DIGITAL SI ER. 1 FOR LEGAL DESCR S 2-4 FOR SKETCH OI ATE MJ5 3/12/2024 DATE R REBELLO 11/30/23	(P) PB SKETCH OF DESCF REQUIRED BY CH, 72.027, FLORIDA S OTHER 3/12 OR AND MAPPER IN IGNATURE AND SE IPTION F DESCRIPTIONS SKETCH STATE ROAD NO.	= PLAT BOOK RIPTION IS IN ACCORDANCE WITH APTER 5J-17 FLORIDA ADMINISTR. TATUTES. 2/2024 NO. 5219 AL OF A FLORIDA LICENSED SURV CENTRAL FLORIDA LICENSED SURV I OF DESCRIPTION - THIS 516 (LAKE-ORANGE EXPRESSWAT DATE WRO DESIGN & ENGINEERING, INC DATE UN MAGNOLIA AVE, SUITE 200. ORLANCE FLORIDA, 32801, PHONE (407) B39-4300	ATIVE EYOR AY AU 5 IS Y - SEC B7963 D SO, S	NOT A SURVEY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-128A PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 BY OCCUPATION SOUTH 00°25'37" EAST, A DISTANCE OF 1593.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°25'37" EAST, A DISTANCE OF 544.59 FEET TO A POINT ON A LINE 386.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG SAID PARALLEL LINE NORTH 89°53'41" WEST, A DISTANCE OF 99.26 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 AS SHOWN ON GOVERNMENT LAND OFFICE SURVEY NOTES; THENCE CONTINUE ALONG SAID PARALLEL LINE NORTH 89°53'41" WEST, A DISTANCE OF 1242.46 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15165.00 FEET, A CHORD BEARING OF NORTH 67°47'19" EAST AND A CHORD DISTANCE OF 1368.84 FEET; THENCE FROM A TANGENT BEARING OF NORTH 65°12'40" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'16", A DISTANCE OF 1364.30 FEET TO THE AFOREMENTIONED EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 34 AS SHOWN ON SAID GOVERNMENT LAND OFFICE SURVEY NOTES; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15165.00 FEET, A CHORD BEARING OF NORTH 70°30'58" EAST AND A CHORD DISTANCE OF 79.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18'02", A DISTANCE OF 79.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 8.766 ACRES, MORE OR LESS

SEE SHEET 4 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

			_		CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY	
				SKET	CH OF	DESCRIPTION - THIS IS	S NOT A	SURVEY
			STATE	ROAD	10. 516	(LAKE-ORANGE EXPRESSWAY - S	EGMENT 1)	LAKE COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	
			DRAWN	J. J PIERRE	03/09/2023	FLORIDA, 32801, PHONE (407) 839-4300	SEE GENERAL NO	JIES, SHEET 7
REVISION	BY	DATE	CHECKED	M SHATTO	03/22/2023	S	SECTION N/A	SHEET 1 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-128A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 BY OCCUPATION SOUTH 00°25'37" EAST. A DISTANCE OF 1519.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°25'37" EAST, A DISTANCE OF 75.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15165.00 FEET, A CHORD BEARING OF SOUTH 70°30'58" WEST AND A CHORD DISTANCE OF 79.58 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 70°39'59" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18'02", A DISTANCE OF 79.58 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 AS SHOWN ON GOVERNMENT LAND OFFICE SURVEY NOTES; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15165.00 FEET. A CHORD BEARING OF SOUTH 67°47'19" WEST AND A CHORD DISTANCE OF 1363.84 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'16", A DISTANCE OF 1364.30 FEET TO A POINT ON A LINE 386.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG SAID PARALLEL LINE NORTH 89°53'41" WEST, A DISTANCE OF 141.26 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15225.00 FEET, A CHORD BEARING OF NORTH 65°21'02" EAST AND A CHORD DISTANCE OF 330.33 FEET; THENCE FROM A TANGENT BEARING OF NORTH 64°43'44" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°14'35", A DISTANCE OF 330.33 FEET; THENCE NORTH 69°01'20" EAST, A DISTANCE OF 100.14 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15220.00 FEET, A CHORD BEARING OF NORTH 67°53'24" EAST AND A CHORD DISTANCE OF 818.87 FEET; THENCE FROM A TANGENT BEARING OF NORTH 66°20'55" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'59", A DISTANCE OF 818.97 FEET; THENCE NORTH 67°29'10" EAST, A DISTANCE OF 275.30 FEET TO THE AFOREMENTIONED EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 34 AS SHOWN ON SAID GOVERNMENT LAND OFFICE SURVEY NOTES; THENCE CONTINUE NORTH 67°29'10" EAST, A DISTANCE OF 77.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.014 ACRES, MORE OR LESS.

SEE	SHEET	5	FOR	SKETCH OF DESCRIPTION
SEE	SHEET	7	FOR	GENERAL NOTES AND LEGEND

			-		CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY	
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A S	SURVEY
			STATE	ROAD	NO. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	TEC. CHEFT 3
			DRAWN	J. J PIERRE	03/09/2023	FLORIDA, 32801. PHONE (407) 839-4300	SEE GENERAL NO	IES, SHEET /
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	S	ECTION N/A	SHEET 2 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-128A PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 3

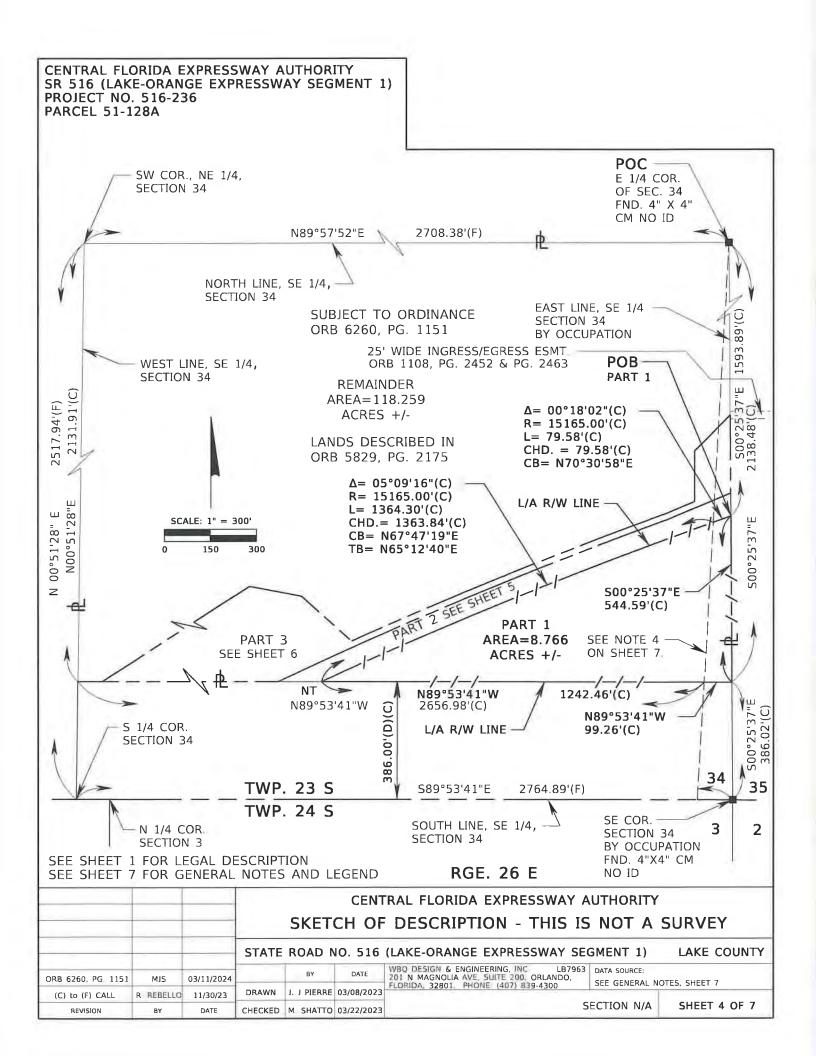
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

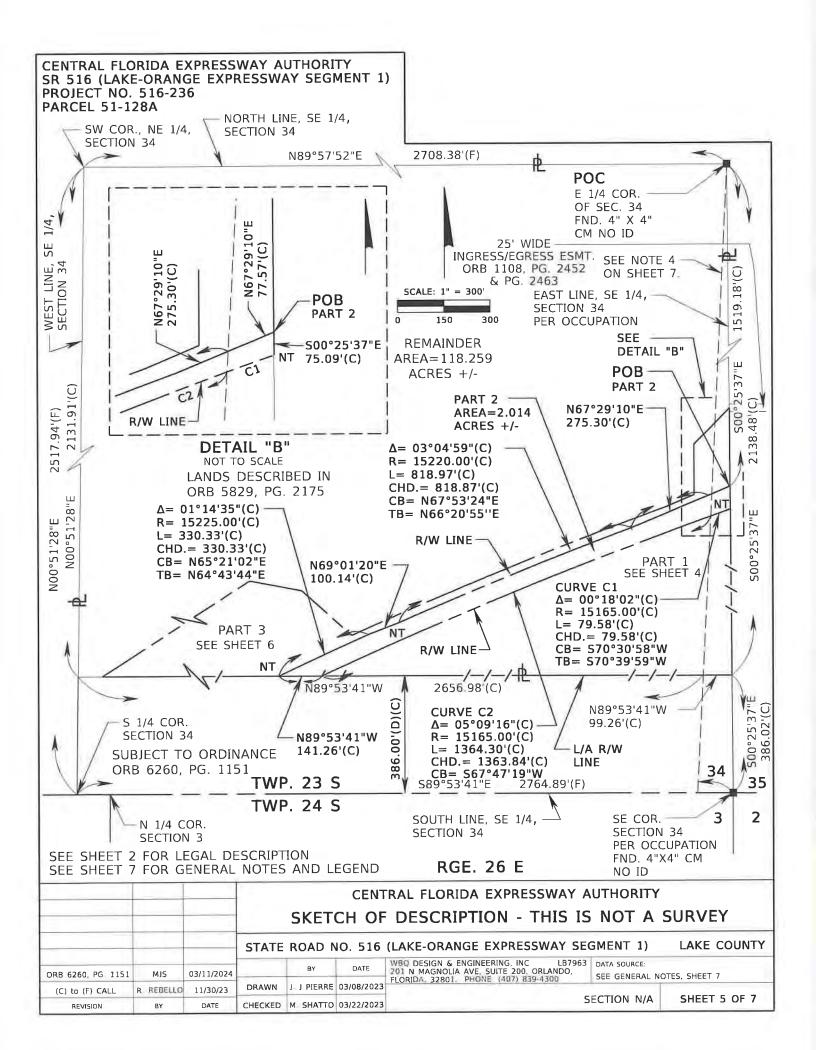
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 BY OCCUPATION SOUTH 00°25'37" EAST, A DISTANCE OF 1262.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°25'37" EAST, A DISTANCE OF 256.55 FEET; THENCE SOUTH 67°29'10" WEST, A DISTANCE OF 77.57 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 AS SHOWN ON GOVERNMENT LAND OFFICE SURVEY NOTES; THENCE CONTINUE SOUTH 67°29'10" WEST, A DISTANCE OF 275.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15220.00 FEET, A CHORD BEARING OF SOUTH 67°53'24" WEST AND A CHORD DISTANCE OF 818.87 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 69°25' 54" WEST, WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'59", A DISTANCE OF 818.97 FEET; THENCE SOUTH 69°01'20" WEST, A DISTANCE OF 100.14 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15225.00 FEET, A CHORD BEARING OF SOUTH 65°21'02" WEST AND A CHORD DISTANCE OF 330.33 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 65°58' 20" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°14' 35", A DISTANCE OF 330.33 FEET TO A POINT ON A LINE 386.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG SAID PARALLEL LINE NORTH 89°53' 41" WEST, A DISTANCE OF 682.36 FEET; THENCE NORTH 62°09'27" EAST, A DISTANCE OF 665.95 FEET; THENCE SOUTH 79°03'04" EAST, A DISTANCE OF 172.19 FEET; THENCE SOUTH 47°56'13" EAST, A DISTANCE OF 219.99 TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15245.00 FEET, A CHORD BEARING OF NORTH 65°51'45" EAST AND A CHORD DISTANCE OF 58.31 FEET; THENCE FROM A TANGENT BEARING OF NORTH 65°45'11" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°13'09", A DISTANCE OF 58.31 FEET; THENCE NORTH 69°00'22" EAST, A DISTANCE OF 100.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15240.00 FEET, A CHORD BEARING OF NORTH 67°53'25" EAST AND A CHORD DISTANCE OF 819.14 FEET; THENCE FROM A TANGENT BEARING OF NORTH 66°21'01" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'48", A DISTANCE OF 819.23 FEET; THENCE NORTH 67°29' 10" EAST, A DISTANCE OF 232.54 FEET: THENCE NORTH 00°00'00" EAST. A DISTANCE OF 165.69 FEET: THENCE NORTH 44°34'45" EAST, A DISTANCE OF 79.20 FEET TO THE AFOREMENTIONED EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 34 AS SHOWN ON SAID GOVERNMENT LAND OFFICE SURVEY NOTES; THENCE CONTINUE NORTH 44°34'45" EAST, A DISTANCE OF 86.91 FEET TO THE POINT OF BEGINNING.

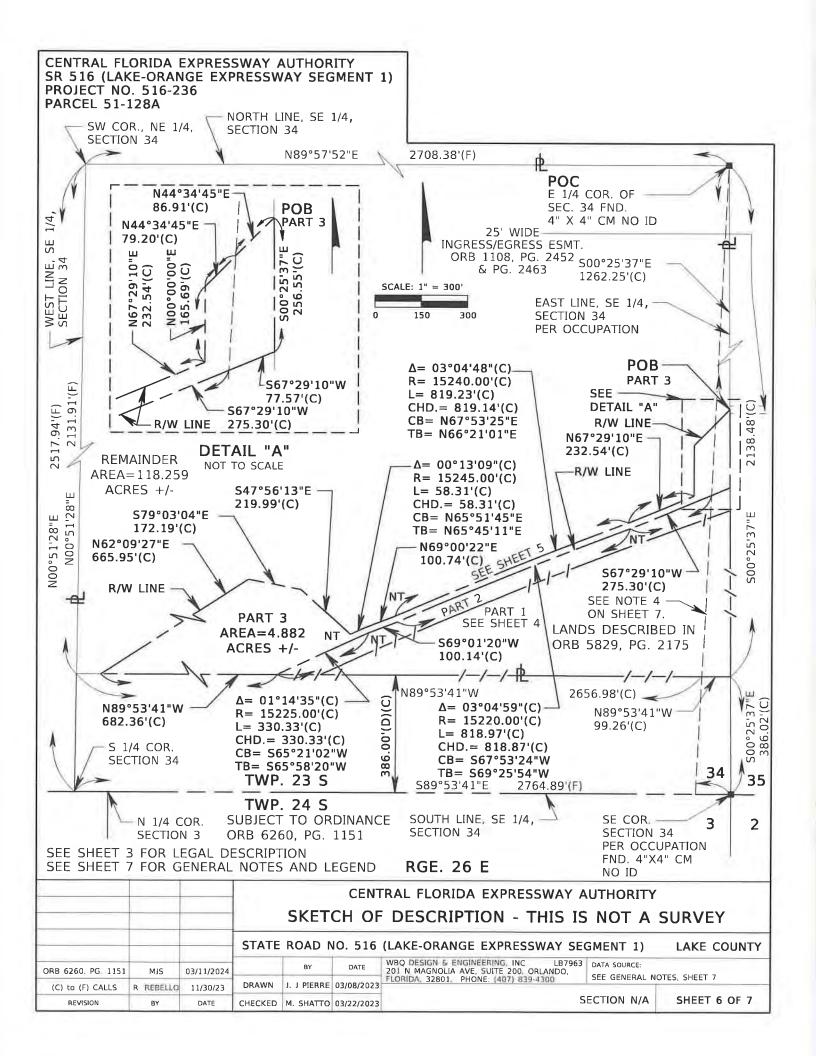
CONTAINING 4.882 ACRES, MORE OR LESS

CONTAINING IN THE AGGREGATE 15.662 ACRES, MORE OR LESS

SEE SHEET SEE SHEET								
				SKET		RAL FLORIDA EXPRESSWAY A		SURVEY
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE 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 NO	TES, SHEET 7
REVISION	BY	DATE	DRAWN	J. J PIERRE	03/08/2023	c	ECTION N/A	SHEET 3 OF 7







CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-128A

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 1/4 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST BY OCCUPATION, BEING SOUTH 00°25'37" 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 ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5590163 DATED 09/20/2022 AT 8:00 A.M., UPDATED 09/26/2023 AT 8:00 A.M., UPDATED 03/04/2024 AT 8:00 A.M.
- 4. EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34 AS SHOWN ON GOVERNMENT LAND OFFICE SURVEY NOTES.

I HEREBY CE STANDARDS CODE PURSUA Martin J Sh MARTIN J. SH FLORIDA PRO	DISTANC BEARING RLINE LATED DA' IED CORN AL FLORID RITY Y R ETE MONU Y ROAD IE SEABOA E DATA BOOK ENT (CENTRAL DATA PORTATIOI RTIFY TH OF PRAC ANT TO S ATTO, PS FESSIONA	TA ER RECOR A EXPRES JMENT ARD CONS ARD CONS ANGLE) MENT OF N IAT THIS TICE AS ECTION IV signed by Mai 202403 11 16:59 MAL SURVE	SKETCH REQUIRI 472.027, tin J YOR AND	NO. N/A NL N&D NT NTS OR OR PG. PLS P CF DE ED BY FLORID	 IDENT IRON IRON IRON LENG LICEN LICEN LICEN LICEN NOT NOT NAIL NON- NAIL NON- OFFIC PAGE PROP PLAT PLAT SCRIPTIC CHAPTEI A STATU 3/11/202 ER NO. 5 	ROD OR REBAR ROD AND CAP TH OF CURVE ISED BUSINESS ED ACCESS JMENTATION/MONUMENT BER APPLICABLE & DISK TANGENT TO SCALE CIAL RECORD CIAL RECORD BOOK ESSIONAL LAND SURVEYOR ERTY LINE DATA BOOK DN IS IN ACCORDANCE WITH R 5J-17 FLORIDA ADMINISTR ITES.	R RGE. REF. R/W SEC. SELY SR SQ.FT T TB TC TWP. UE	= POINT (= POINT (= POINT (= POINT (= POINT (= PROJEC = RADIUS = RAILRO = RANGE = REFERE = RIGHT (= SECTIO = SOUTHE = SOUTHE = TANGEN = TANGEN = TANGEN = TOWNS = UTILITY	AD INCE OF WAY N EASTERLY ROAD E FEET NT NT BEARING NT TO CURVE
AND MAPPER.				_		TS 1-3 FOR LEGAL DESCRIPTION TS 4-6 FOR SKETCH OF DESC			
				SKET		TRAL FLORIDA EXPRESS			
			STATE	ROAD	NO. 516	(LAKE-ORANGE EXPRESSWA)	SEGN	MENT 1)	LAKE COUNTY
UPDATE TITLE DATE	MJS	03/11/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC L 201 N MAGNOLIA AVE, SUITE 200, ORLAND FLORIDA, 32801, PHONE (407) 839-4300		ATA SOURCE: EE NOTE 3 ABC	DVE
UPDATE TITLE DATE	R REBELLO				03/08/2023			TION N/A	SHEET 7 OF 7
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023		500	STOR N/A	SHEET 7 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-128B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH 89°36'59" EAST, A DISTANCE OF 1286.86 FEET TO THE WEST RIGHT OF WAY LINE OF COOK ROAD PER DEED BOOK 357, PAGE 10 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'59" EAST, A DISTANCE OF 1238.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'59" EAST, A DISTANCE OF 25.48 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG SAID SOUTH LINE NORTH 89°32'24" WEST, A DISTANCE OF 197.27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11165.00 FEET, A CHORD BEARING OF NORTH 76°31'55" EAST AND A CHORD DISTANCE OF 69.70 FEET; THENCE FROM A TANGENT BEARING OF NORTH 76°21'11" EAST NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'28", A DISTANCE OF 69.70; THENCE NORTH 58°42'27" EAST, A DISTANCE OF 91.61 FEET; THENCE NORTH 84°23'13" EAST, A DISTANCE OF 44.85 FEET; THENCE SOUTH 00°31'17" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.50 FEET, A CHORD BEARING OF SOUTH 17°39'13" EAST AND A CHORD DISTANCE OF 20.26 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 23°26'23" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°34'19", A DISTANCE OF 20.30 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 7017 SQUARE FEET, MORE OR LESS

SEE SHEET 4 FOR SKETCH OF DESCRIPTION SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

				CKET		RAL FLORIDA EXPRESSWAY A		
			STATE			(LAKE-ORANGE EXPRESSWAY - S		LAKE COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	TES. SHEET 8
REVISED BEARING	J J PIERRE	09/14/2023	DRAWN	J. J PIERRE	04/28/2023	SECTION N/A SHEFT 1		
REVISION	BY	DATE	CHECKED	M SHATTO	04/30/2023			SHEET 1 OF 8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-128B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH 89°36'59" EAST, A DISTANCE OF 1286.86 FEET TO THE WEST RIGHT OF WAY LINE OF COOK ROAD PER DEED BOOK 357, PAGE 10 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'59" EAST, A DISTANCE OF 877.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'59" EAST, A DISTANCE OF 360.96 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 100.50 FEET, A CHORD BEARING OF NORTH 17°39'13" WEST AND A CHORD DISTANCE OF 20.26 FEET; THENCE FROM A TANGENT BEARING OF NORTH 11°52'04" WEST, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°34'19", A DISTANCE OF 20.30 FEET; THENCE NORTH 00°31'17" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 84°23'13" WEST, A DISTANCE OF 44.85 FEET: THENCE SOUTH 58°42'27" WEST, A DISTANCE OF 91.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 11165.00 FEET, A CHORD BEARING OF SOUTH 76°31'55" WEST AND A CHORD DISTANCE OF 69.70 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 76°42'39" WEST, WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'28", A DISTANCE OF 69.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG SAID SOUTH LINE NORTH 89°32'24" WEST, A DISTANCE OF 217.52 FEET TO A POINT ON NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 11220.00 FEET, A CHORD BEARING OF NORTH 75°42'46" EAST AND A CHORD DISTANCE OF 171.18 FEET; THENCE FROM A TANGENT BEARING OF NORTH 75°16'32" EAST, EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°52'27", A DISTANCE OF 171.18 FEET: THENCE NORTH 55°41'10" EAST, A DISTANCE OF 248.10 FEET; THENCE NORTH 08°22'46" EAST, A DISTANCE OF 203.09 FEET; THENCE NORTH 89°36'01" EAST, A DISTANCE OF 11.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.770 ACRES, MORE OR LESS.

SEE SHEET 5 FOR SKETCH OF DESCRIPTION SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A S	SURVEY				
REVISED LEGAL	R REBELLO	01/26/2024	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY									
REVISE DISTANCE	R. REBELLO			BY	DATE	WBQ DESIGN & ENGINEERING, INC LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	TCC CHECT 0				
REVISED BEARING	J J PIERRE	09/14/2023	DRAWN	J. J PIERRE	04/28/2023	FLORIDA, 32801, PHONE (407) 839-4300	SEE GENERAL NO	103, 30001 0				
REVISION	BY	DATE	CHECKED	M. SHATTO	04/30/2023	S	ECTION N/A	SHEET 2 OF 8				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-128B PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 3

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

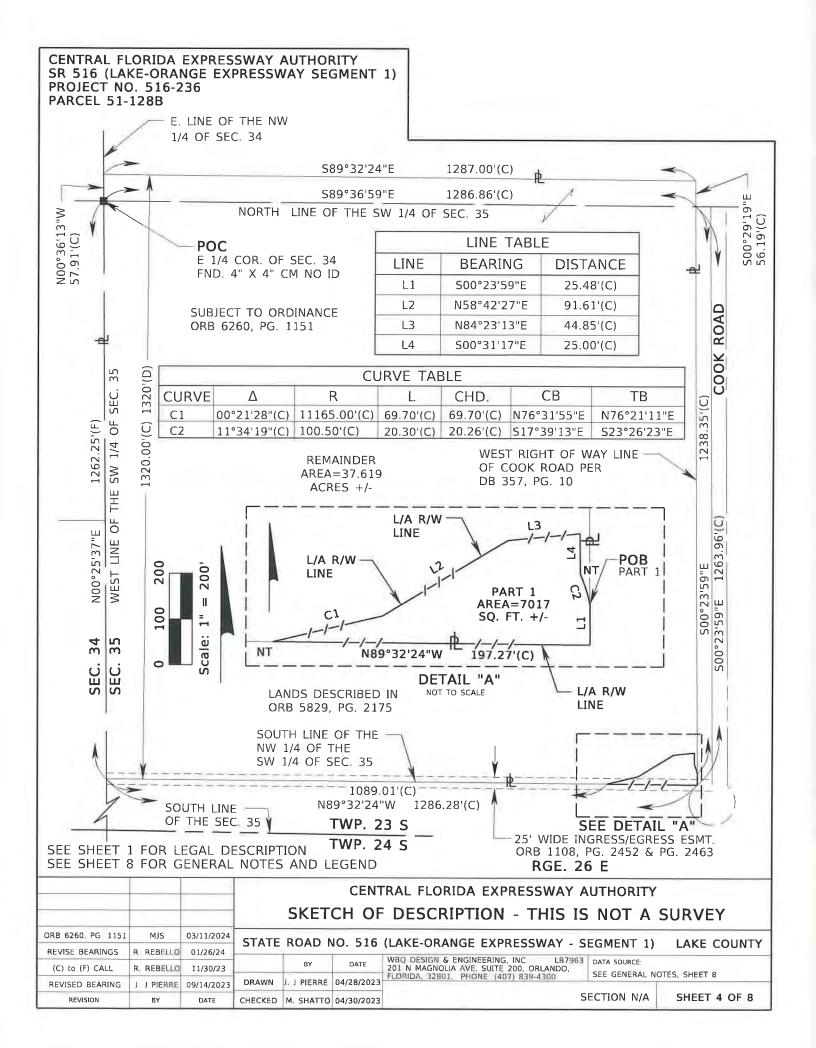
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH 89°36'59" EAST, A DISTANCE OF 1286.86 FEET TO THE WEST RIGHT OF WAY LINE OF COOK ROAD PER DEED BOOK 357, PAGE 10 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'59" EAST, A DISTANCE OF 778.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'59" EAST, A DISTANCE OF 99.23 FEET; THENCE SOUTH 89°36'01" WEST, A DISTANCE OF 11.68 FEET; THENCE SOUTH 08°22'46" WEST, A DISTANCE OF 203.09 FEET; THENCE SOUTH 55°41'10" WEST, A DISTANCE OF 248.10 FEET TO A POINT ON NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 11220.00 FEET, A CHORD BEARING OF SOUTH 75°42'46" WEST AND A CHORD DISTANCE OF 171.18 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 76°08'59" WEST WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°52'27", A DISTANCE OF 171.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG SAID SOUTH LINE NORTH 89°32'24" WEST, A DISTANCE OF 75.46 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 11240.00 FEET, A CHORD BEARING OF NORTH 75°31'05" EAST AND A CHORD DISTANCE OF 240.69 FEET; THENCE FROM A TANGENT BEARING OF NORTH 74°54'16" EAST EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°13'37", A DISTANCE OF 240.69 FEET; THENCE NORTH 55°41'10" EAST, A DISTANCE OF 145.47 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET, A CHORD BEARING OF NORTH 32°01'58" EAST AND A CHORD DISTANCE OF 140.42 FEET: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°18'24", A DISTANCE OF 144.49 FEET TO THE POINT OF TANGENCY; THENCE NORTH 08°22'46" EAST, A DISTANCE OF 222.68 FEET; THENCE NORTH 89°36'06" EAST, A DISTANCE OF 26.71 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF COOK ROAD AND THE POINT OF BEGINNING.

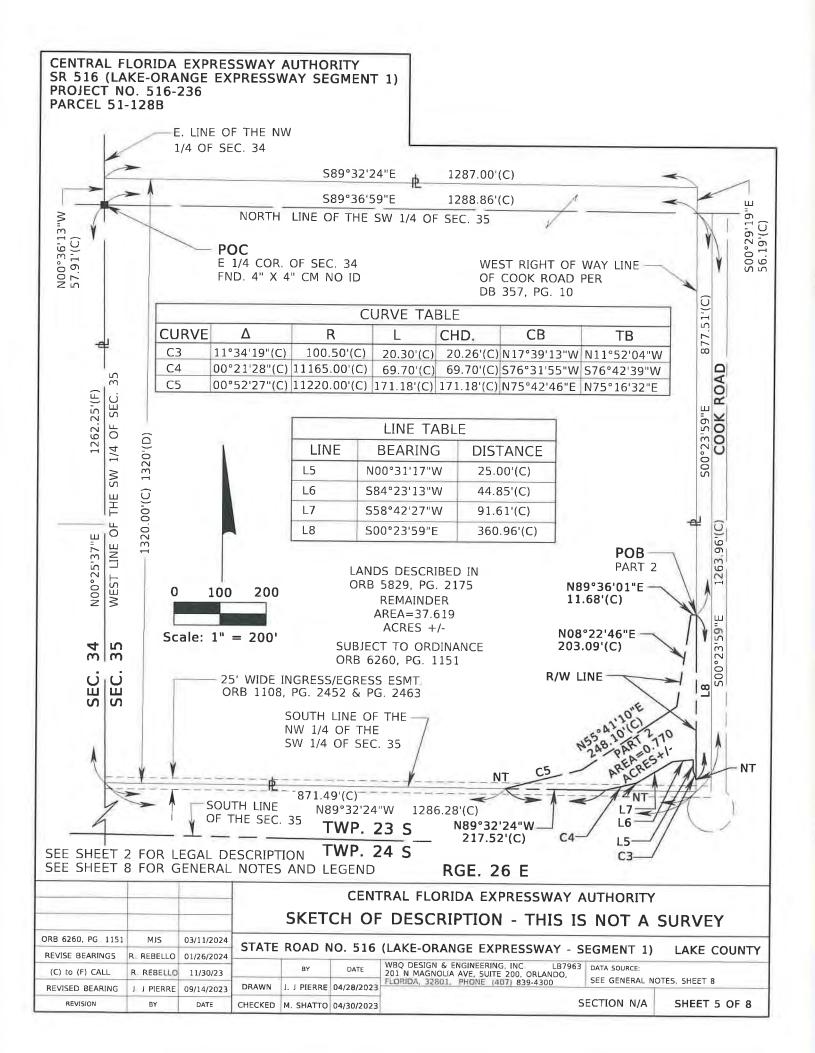
CONTAINING 19036 SQUARE FEET, MORE OR LESS

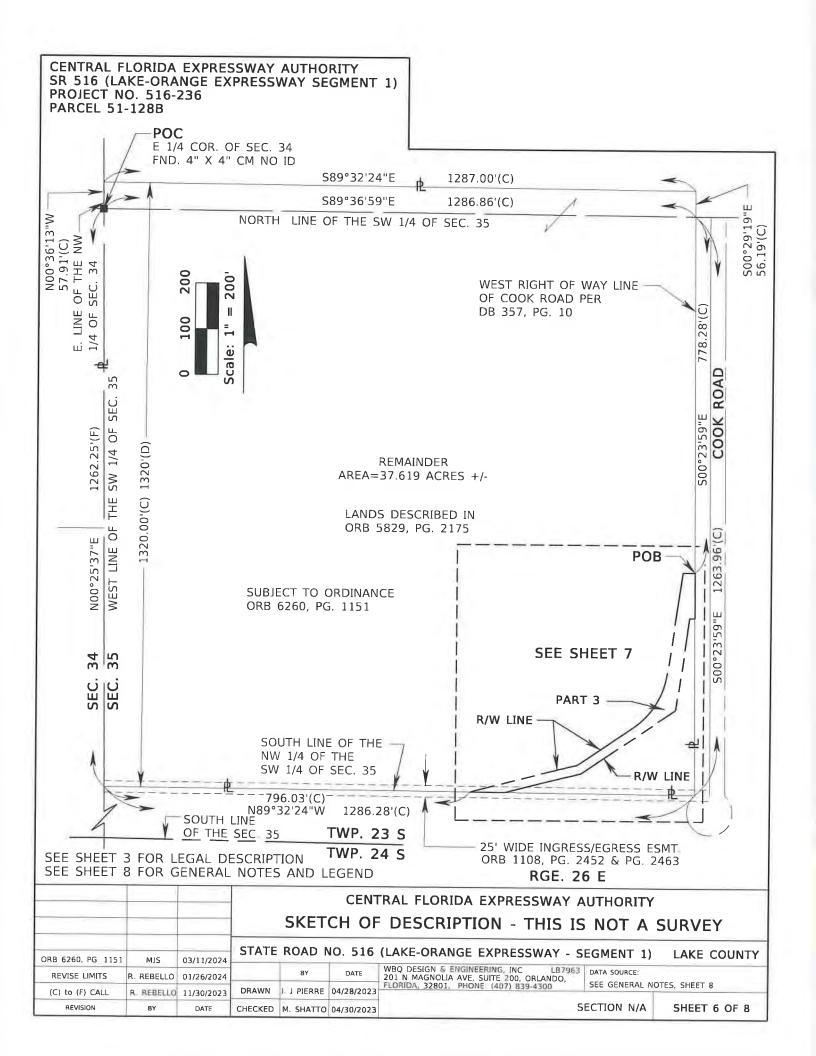
CONTAINING IN THE AGGREGATE 1.368 ACRES, MORE OR LESS.

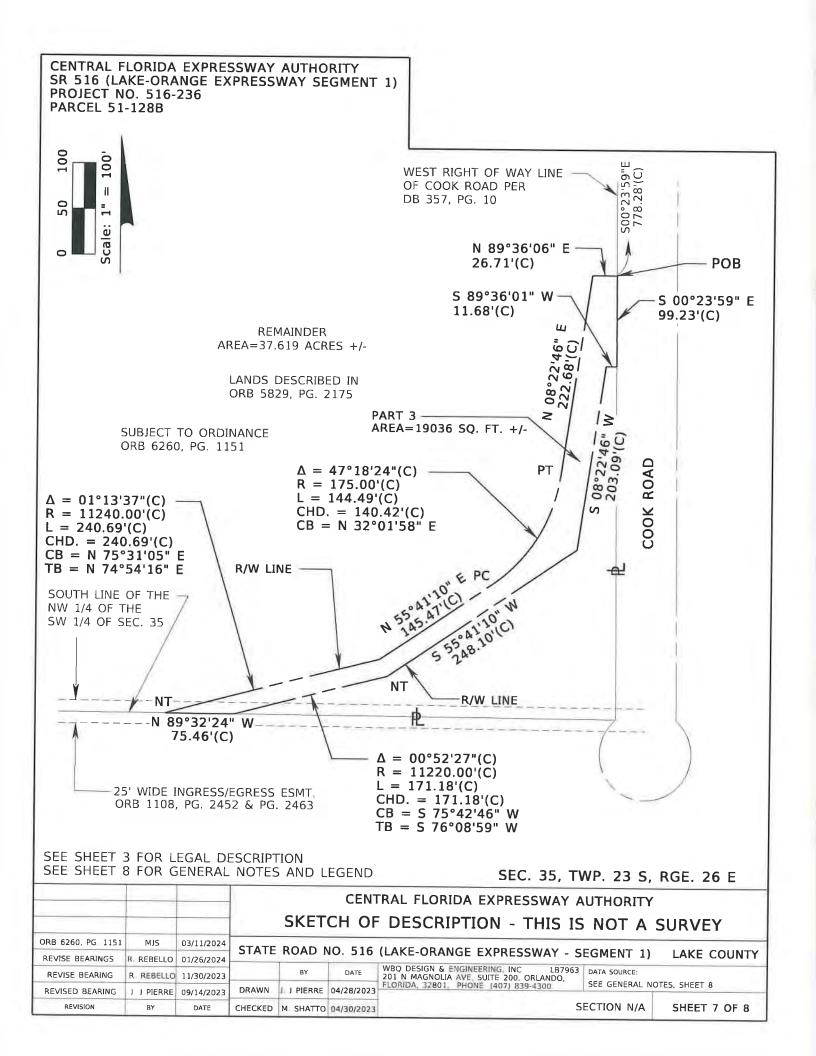
SEE SHEETS 6 & 7 FOR SKETCH OF DESCRIPTION SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY	
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY
			STATE	ROAD	NO. 516	(LAKE-ORANGE EXPRESSWAY - S	EGMENT 1)	LAKE COUNTY
REVISE LEGAL	R.REBELLO	01/26/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NO	TEC CHECT O
REVISED BEARING	J J PIERRE	09/14/2023	DRAWN	J. J PIERRE	04/28/2023	FLORIDA, 32801. PHONE (407) 839-4300	SEE GENERAL NO	IES, SHEET 8
REVISION	BY	DATE	CHECKED	M. SHATTO	04/30/2023	S	ECTION N/A	SHEET 3 OF 8









CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-128B

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 NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING NORTH 89°32'24" 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 ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5590225 DATED SEPTEMBER 20, 2022 AT 8:00 A.M., UPDATED 09/26/2023 AT 8:00 A.M., UPDATED 03/04/2024 AT 8:00 A.M. LEGEND

CHD. = CHORD CB = CHORD Q = CENTEF (C) = CALCUI CCR = CERTIF CFX = CENTR/ AUTHO CO. = COUNT CM = CONCR COR. = CORNEI CR = COUNT CSX = CHESSI D = DEGRE (D) = DEED E DR. = DRIVE A = DELTA FND. = FOUND ELY = EASTER (F) = FIELD FDOT = FLORID TRANSF I HEREBY CEI STANDARDS	D BEARING RLINE LATED DA IED CORN AL FLORIE IRITY Y EETE MON R Y ROAD IE SEABOJ E DATA BOOK (CENTRAI R RLY DA DEPAR PORTATIO RTIFY TH OF PRAC	TA JER RECOF DA EXPRES UMENT ARD CONS - ANGLE) TMENT OF N HAT THIS CTICE AS	SWAY OLIDATED SKETCH REQUIR	NO. N/A NL N&D NTS OR ORB PG. PLS PLS PLS PB OF DE ED BY	= IDEN = IRON = IRON = IRON = LENG = LICEN = LIMIT = MON = NUMI = NOT = NAIL = NAIL = NOT = OFFIC = PAGE = PROF = PROF = PLAT = PLAT	ROD OR RE ROD AND C ITH OF CURV VSED BUSINE ED ACCESS UMENTATION, BER APPLICABLE & DISK TANGENT TO SCALE CIAL RECORD CIAL RECORD ESSIONAL LA ERTY LINE DATA BOOK ON IS IN A R 5J-17 FL	BAR AP E SS /MONUMENT BOOK ND SURVEYC)R E WITH	R RR RGE. REF. R/W SEC. SELY SR SQ.FT. T TB TC TWP. UE	 POINT C POINT C POINT C POINT C POINT C PROJECT RADIUS RAILROA RAILROA RANGE REFEREN RIGHT C SECTION SOUTHE STATE F SQUARE TANGEN TANGEN TOWNSH 	AD NCE DF WAY M ASTERLY ROAD E FEET IT IT BEARING IT TO CURVI	TION G CEMENT Y
Martin J Sha			in J Shatto 20 -04'00' DA	TE:	3/11/202	24				*	*	****
FLORIDA PRO NOT VALID W AND MAPPER.	MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219 NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. SEE SHEETS 1 THRU 3 FOR LEGAL DESCRIPTIONS											
SEE SHEETS												
						TRAL FLOP						
				SKET	CH OF	DESCR	IPTION -	THIS	IS	NOT A	SURVEY	
			STATE	ROAD	10. 516	(LAKE-ORA				IENT 1)	LAKE CO	DUNTY
UPDATE TITLE DATE	MJS	03/11/2024		BY	DATE	WBQ DESIGN & 201 N MAGNOL	ENGINEERING, IN IA AVE, SUITE 20 I, PHONE (407)	NC LB7 0, ORLANDO	7963 DA	TA SOURCE: E NOTE 3 ABO	VE	
UPDATE TITLE DATE	R. REBELLC	-		. J. PIERRE			TODAE 1407)	005-4200	4	TION N/A	SHEET 8	OF P
REVISION	BY	DATE	CHECKED	M SHATTO	04/30/2023				SEC	HON N/A	30001 8	UPO

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY) PROJECT NO. 516-236/516-237 PARCEL NO. 51-130 PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A:

That part of the South 386 feet of the Southeast 1/4 of Section 34, Township 23 South, Range 26 East, and the North 1/2 of the Northeast 1/4 of Section 3, Township 24 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1646 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southeast corner of the Southeast 1/4 of Section 34, Township 23 South, Range 26 East, Lake County, Florida; thence run thence North 00°25'37" West along the East line of said Southeast 1/4 a distance of 386.02 feet to a point on the North line of the South 386 feet of the Southeast 1/4 of said Section 34; thence departing said East line run North 89°53'41" West along said North line a distance of 458.79 feet for a POINT OF BEGINNING, said point being the beginning of a non-tangent curve concave Southeasterly, having a radius of 14815.00 feet, a chord bearing of South 64°53'33" West and a chord distance of 1766.32 feet; thence departing from said North line from a tangent bearing of South 68°18'36" West, run Southwesterly along the arc of said curve through a central angle of 06°50'07" a distance of 1767.37 feet to the point of tangency; thence South 61°28'30" West a distance of 189.66 feet; thence South 84°47'01" West a distance of 182.39 feet; thence South 61°28'30" West a distance of 284.33 feet to a point on the West line of the Northeast 1/4 of Section 3, Township 24 South, Range 26 East, Lake County, Florida; thence North 00°14'58" East along said West line a distance of 251.94 feet; thence departing said West line run North 61°28'30" East a distance of 433.49 feet; thence North 31°28'30" East a distance of 113.99 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 15165.00 feet, a chord bearing of North 63°21'57" East and a chord distance of 976.75 feet; thence from a tangent bearing of North 61°31'13" East, run Northeasterly along the arc of said curve through a central angle of 03°41'27" a distance of 976.91 feet to a point on the adiresaid North line of the South 386 feet of the Southeast 1/4 of section 34; thence South 61°23'31'13" East, run Northeasterly along the arc of said curve through a central angle of 03°41'27" a distance of 976.91 feet to a point on the adoresaid North line

Containing 14,452 acres, more or less.

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

NOTES:

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, HAVING A BEARING OF NORTH 00°25'37" WEST.
- 3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MAY 9, 2023.
- 4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- 5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- 6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5087788, EFFECTIVE DATE JANUARY 19, 2021, UPDATED MARCH 10, 2023.
- 7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE

SURVEYOR'S CERTIFICATION

STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HERFON

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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

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

OR SKET	CH OF DES	CRIPTION		VETUR & MAPPER NU. 0556	
DATE MARCH 16, 2023 DRAWN BY P, MCANALLY CHECKED BY J, CAMPBELL GEODATA PROJECT NO, B40-01		GEODATA CONSULTANTS, INC.	SKETCH OF DESCRIPTION	PARCEL 51-130/730/830	
		SURVEYING & MAPPING			
		1349 S INTERNATIONAL PKWY SUITE 2401	CENTRAL FLORIDA	SCALE: N/A	
ПC	03/30/2023	VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS	EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SHEET 1 OF 14	
	MARCH 1 P. MCA J. CAM B40	MARCH 16, 2023 P, MCANALLY J, CAMPBELL B40-01	P. MCANALLY J. CAMPBELL B40-01 J349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-08411 LAND SURVEYOR BUSINEESS	OR SKETCH OF DESCRIPTION MARCH 16, 2023 P, MCANALLY J, CAMPBELL B40-01 SURVEYING & MAPPING SURVEYING & SURVEY) SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: BP8-0841 (AND SURVEYOR BUSINESS LAKE COUNTY, FLORIDA	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY) PROJECT NO. 516-236/516-237 PARCEL NO. 51-130 PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE LEGAL DESCRIPTION:

PART B:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 544.24 feet for a POINT OF BEGINNING; thence continue North 00°25'37" West along said West line a distance of 386.38 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 15165.00 feet, a chord bearing of North 70°51'05" East and a chord distance of 97.88 feet; thence departing said West line from a tangent bearing of North 70°39'59" East, run Northeasterly along the arc of said curve through a central angle of 00°22'11" a distance of 97.88 feet to the point of compound curvature of a curve concave Southeasterly and having a radius of 11165.00 feet, a chord bearing of North 73°41'41" East and a chord distance of 1035.69 feet; thence run Northeasterly along the arc of said curve through a central angle of 05°19'00" a distance of 1036.06 feet to a point on the North line of the South 1/4 of said Section 35; thence South 89°32'24" East a distance of 197.27 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book Easterly, having a radius of 50.00 feet, a chord bearing of South 02°00'22" East and a chord distance of 77.89 feet; thence departing said North line from a tangent bearing of South 49°09'16" West, run Southerly along the arc of said curve and along said existing Right of Way line through a central angle of 102°19'17" a distance of 89.29 feet; thence departing said curve and said existing Right of Way line run South 00°31'17" East a distance of 172.84 feet to the point of curvature of a curve concave to the Westerly and having a radius of 100.50 feet, a chord bearing of South 10°56'16" West and a chord distance of 39.93 feet; thence run Southerly along the arc of said curve through a central angle of 22°55'05" a distance of 40.20 feet to the end of said curve; thence departing said curve run South 19°00'44" West a distance of 22.00 feet; thence North 70°59'16" West a distance of 31.92 feet to the beginning of a non-tangent curve concave to the Southerly, having a radius of 10835.00 feet, a chord bearing of South 75°59'33" West and a chord distance of 298.36 feet; thence from a tangent bearing of South 76°46'53" West, run Westerly along the arc of said curve through a central angle of 01°34'40" a distance of 298.37 feet to the end of said curve; thence departing said curve run South 70°36'14" West a distance of 884.07 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 14800.00 feet, a chord bearing of South 70°25'19" West and a chord distance of 124.04 feet; thence from a tangent bearing of South 70°39'43" West, run Southwesterly along the arc of said curve through a central angle of 00°28'49" a distance of 124.04 feet to a point on the aforesaid West line of the Southwest 1/4 of said Section 35 and the POINT OF BEGINNING.

Containing 10.591 acres, more or less.

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

DATE MARCH 16		6 2023		SKETCH OF DESCRIPTION	DADOL		
DRAWN BY	DRAWN BY P. MCANALLY		GEODATA CONSULTANTS, INC.	(THIS IS NOT A BOUNDARY SURVEY)	PARCEL -51-130/730/830		
CHECKED BY J_ CAMPBELL		BELL	SURVEYING & MAPPING	(THIS IS NOT A BOUNDART SURVET)			
GEODATA PROJECT NO.	B40-	01					
			-	SR 516 (LAKE-ORANGE EXPRESSIVAY)			
			1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SCALE: N/A		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY) PROJECT NO. 516-236/516-237 PARCEL NO. 51-130 PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE LEGAL DESCRIPTION:

PART C:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1368.31 feet for a POINT OF BEGINNING; thence departing said North line run South 00°31'17" East a distance of 30.92 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida, and a point on a non-tangent curve concave Westerly, having a radius of 50.00 feet, a chord bearing of South 00°31'17" East and a chord distance of 11.59 feet; thence from a tangent bearing of South 07°10'45" East, run Southerly along the arc of said curve through a central angle of 13°18'56" a distance of 11.62 feet; thence departing said curve and said existing Right of Way line run South 00°31'17" East a distance of 177.60 feet; thence North 64°09'36" East a distance of 44.49 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 10895.17 feet, a chord bearing of North 80°0'6'10" East and a chord distance of 896.99 feet; thence from a tangent bearing of North 77°44'37" East, run Easterly along the arc of said curve run North 82°27'31" East a distance of 50.01 feet; thence departing said curve; thence departing said curve run North 82°51'2" East a distance of 50.00 feet; thence from a tangent bearing of North 82°51'2" East a distance of 163.15 feet; thence from a tangent beginning of a non-tangent curve concave to the Southerly, having a radius of 10895.17 feet, a chord bearing of North 83°40'45" East and a chord distance of 163.15 feet; thence from a tangent beginning of a non-tangent curve concave to the Southerly, having a radius of 10895.17 feet, a chord bearin

Containing 2.640 acres, more or less.

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

SEE SHEETS IU-14	FUR SKET	CH UF DESU	RIPTION				
DATE	IN BY P, MCANALLY			SKETCH OF DESCRIPTION	PARCEL		
DRAWN 8Y			GEODATA CONSULTANTS, INC.	(THIS IS NOT A BOUNDARY SURVEY)	FARCEL		
CHECKED BY			SURVEYING & MAPPING	(THIS IS NOT A BOUNDART SURVET)	51-130/730/830		
GEODATA PROJECT NO. B40-01		-01		SR 516 (LAKE-ORANGE EXPRESSWAY)	1-130/130/830		
		1	1349 S INTERNATIONAL PKWY				
			SUITE 2401	CENTRAL FLORIDA	SCALE: N/A		
			LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841	EXPRESSWAY AUTHORITY			
SHEET NUMBERS	1IC	03/30/2023	LAND SURVEYOR BUSINESS	LAKE COUNTY, FLORIDA	SHEET 3 OF 14		
REVISION	BY	DATE	LICENSE NO: 6556	LAKE COUNTY, FLORIDA	SHEET S OF TT		

LEGAL DESCRIPTION:

PART D:

That part of the South 386 feet of the Southeast 1/4 Section 34, Township 23 South, Range 26 East, and the North 1/2 of the Northeast 1/4 of Section 3, Township 24 South Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1646 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southeast corner of the Southeast 1/4 of Section 34, Township 23 South, Range 26 East, Lake County, Florida; thence run thence North 00°25'37" West along the East line of said Southeast 1/4 a distance of 386.02 feet to a point on the North line of the South 386 feet of the Southeast 1/4 of said Section 34; thence departing said East line run North 89°53'41" West along said North line a distance of 1341.71 feet for a POINT OF BEGINNING; thence continue North 89°53'41" West along said North line a distance of 141.26 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 15225.00 feet, a chord bearing of South 62°43'59" West and a chord distance of 1060.53 feet; thence departing said North line from a tangent bearing of South 64°43'44" West, run Southwesterly along the arc of said curve through a central angle of 03°59'31" a distance of 1060.75 feet to the end of said curve; thence departing said curve run South 39°16'29" West a distance of 179.27 feet; thence South 61°28'30" West a distance of 131.82 feet to a point on the West line of Northeast 1/4 of Section 3, Township 24 South, Range 26 East; thence South 00°14'58" West along said West line a distance of 54.76 feet; thence departing said West line run North 61°28'30" East a distance of 433.49 feet; thence North 31°28'30" East a distance of 976.75 feet; thence from a tangent bearing of North 63°21'57" East and a chord distance of 976.75 feet; thence from a tangent bearing of North 63°21'57" East and a chord distance of 976.75 feet; thence from a tangent bearing of North 63°21'57" a distance of 976.91 feet to the POINT OF BEGINNING.

Containing 2.224 acres, more or less.

PART E:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 930.62 feet for a POINT OF BEGINNING, said point being the beginning of a non-tangent curve concave Southeasterly, having a radius of 15165.00 feet, a chord bearing of North 70°39'59" East, run Northeasterly along the arc of said curve through a central angle of 00°22'11" a distance of 97.88 feet; thence departing said West line from a tangent bearing of North 70°39'59" East, run Northeasterly along the arc of said curve through a central angle of 00°22'11" a distance of 97.88 feet; to the point of compound curvature of a curve concave Southeasterly and having a radius of 11165.00 feet, a chord bearing of North 73°41'41" East and a chord distance of 1035.69 feet; thence run Northeasterly along the arc of said curve through a central angle of 05°19'00" a distance of 1036.06 feet to a point on the North line of the South 1/4 of said Section 35; thence run North 89°32'24" West along said North line a distance of 217.52 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 11220.00 feet, a chord bearing of South 73°51'05''' West, run Southwesterly along the arc of said curve through a central angle of 02°36'25" a distance of 510.53 feet to the end of said curve; thence departing said curve through a central angle of 6.95 feet to the beginning of a non-tangent curve concave Southeasterly having a radius of 11225.00 feet, a chord bearing of South 71°20'24" West and a chord distance of 314.97 feet; thence from a tangent bearing of South 70°53'24" West and a chord distance of 314.98 to the point of compound curvature of a curve concave Southeasterly having a radius of 11225.00 feet, a chord bearing of 00°17'33" a distance of 77.72 feet to a point on the aforesaid West line of the SouthWest 1/4 of said Section 3

Containing 1.334 acres, more or less.

DATE MARCH 16, 2023		6, 2023	The substance between	SKETCH OF DESCRIPTION	PARCEL 51-130/730/830	
DRAWN BY	DRAWN BY P. MCANALLY CHECKED BY J. CAMPBELL		GEODATA CONSULTANTS, INC.	(THIS IS NOT A BOUNDARY SURVEY)		
CHECKED BY			SURVEYING & MAPPING	(THIS IS NOT A BOUNDART SURVET)		
GEODATA PROJECT NO	B40-	01		SR 516 (LAKE-ORANGE EXPRESSWAY)	51-130/130/030	
			1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746	CENTRAL FLORIDA	SCALE: N/A	
SHEET NUMBERS	ПС	03/30/2023	VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS	EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SHEET 4 OF 14	
BEVISION	BY	DATE	LICENSE NO. 6556	LAKE COUNTY, FLORIDA		

LEGAL DESCRIPTION

PART F

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1368.31 feet; thence departing said North line run South 00°31'17" East a distance of 30.92 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida, and a point on a non-tangent curve concave Westerly, having a radius of 50.00 feet, a chord bearing of South 00°31'17" East and a chord distance of 11.59 feet; thence from a tangent bearing of South 07°10'45" East, run Southerly along the arc of said curve through a central angle of 13°18'56" a distance of 11.62 feet; thence departing said curve and said Existing Right of Way line run South 00°31'17" East a distance of 177.60 feet for a POINT OF BEGINNING; thence North 64°09'36" East a distance of 44.49 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 10885 17 foot a chord hearing of North 20°05'10" East and a chord distance of 200.00 feet there for a tangent curve concave Southerly. 10895.17 feet, a chord bearing of North 80°06'10" East and a chord distance of 896.99 feet; thence from a tangent bearing of North 77°44'37" East, run Easterly along the arc of said curve through a central angle of 04°43'06" a distance of 897.24 feet to the end of said curve; thence departing said curve run North 85°27'31" East a distance of 50.01 feet; thence North 82°51'22" East a distance of 50.00 feet; thence North 80°15'13" East a distance of 50.01 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 10895.17 feet, a chord bearing of North 83°40'45" East and a chord distance of 163.15 feet; thence from a tangent bearing of North 83°15'01" East, run Easterly along the arc of said curve through a central angle of 00°51'29" a distance of 163.15 feet to a point on the aforesaid North line of the South 1/4 of said Section 35; thence departing said curve run South 89°32'24" East along said North line a distance of 33.62 feet to the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 35; thence run South 89°07'15" East and continue along said North line a distance of 2638.68 feet to the Northeast corner of the South 1/2 of the Southeast 1/4 of said Section 35; thence run South 00°16'58" East along the East line of the Southeast 1/4 of said Section 35 a distance of 190.04 feet to a point lying 190.00 feet as measured perpendicularly to said North line; thence departing said East line run North 89°07'15" West parallel with said North line a distance of 2638.38 feet to a point on the East line of the Southwest 1/4 of said Section 35; thence run North 89°32'24" West parallel with the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 35 a distance of 258.93 feet; thence run North 55°11'32" East a distance of 143.51 feet; thence run North 06°30'37" West a distance of 54.22 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 10855.17 feet, a chord bearing of South 80°29'10" West and a chord distance of 1137.59 feet; thence from a tangent bearing of South 83°29'23" West, run Westerly along the arc of said curve through a central angle of 06°00'26" a distance of 1138.11 feet to the end of said curve and a point on a non-tangent curve concave Westerly, having a radius of 238.00 feet, a chord bearing of North 00°17'10" West and a chord distance of 1.95 feet; thence departing said curve from a tangent bearing of North 00°03'03" West, run Northerly along the arc of said curve through a central angle of 00°28'13" a distance of 1.95 feet to the point of tangency; thence North 00°31'17" West a distance of 28.34 feet to the POINT OF BEGINNING.

Containing 13.263 acres, more or less.

SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION										
DATE MARCH 16, 2023 DRAWN BY P. MCANALLY			SKETCH OF DESCRIPTION	PARCEL						
CHECKED BY	Y J CAMPBELL		GEODATA CONSULTANTS, INC.	(THIS IS NOT A BOUNDARY SURVEY)	51-130/730/830					
GEODATA PROJECT NO.				SR 516 (LAKE-ORANGE EXPRESSWAY)						
			1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746	CENTRAL FLORIDA	SCALE: N/A					
	SHEET NUMBERS IIC 03/30/2023 LAND SURVEYOR BU		VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SHEET 5 OF 14					

LEGAL DESCRIPTION:

Part G:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch corcrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1286.28 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida and the beginning of a non-tangent curve concave Easterly, having a radius of 50.00 feet, a chord bearing of South 02°00'22" East and a chord distance of 77.89 feet; thence departing said North line from a tangent bearing of South 02°00'16" West, run Southerly along the arc of said curve through a central angle of 102°19'17" a distance of 89.29 feet for a POINT OF BEGINNING; thence departing said curve through a central angle of 100°19'16" West a distance of 40.20 feet to the end of said curve; thence and said existing Right of Way line run South 10°50 16". West and a chord distance of 40.20 feet to the end of said curve; thence departing said curve run South 19°00'44". West a distance of 40.20 feet to the end of said curve; thence and along the arc of said curve through a central angle of 22°55'05" a distance of 40.20 feet to the end of said curve; theore with 19°00'44". West a distance of 100.50 feet, a chord bearing of a non-tangent curve concave Southerly, having a radius of 1083.00 feet, a chord distance of 13.49 feet; thence from a tangent bearing of South 19°0'16". West a distance of 100'12'12" a distance of 193.49 feet; thence from a tangent bearing of South 19°0'16'11". West and a chord distance of 20.00 feet; a chord bearing of South 76°46'53". West, run Westerly along the arc of said curve through a central angle of 01°0'12'2" a distance of 193.49 feet; thence run Westerly along the arc of s

Containing 1.529 acres, more or less.

PART H:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1352.29 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida for a POINT OF BEGINNING; thence continue South 89°32'24" East along said North line a distance of 16.02 feet; thence departing said North line run South 00°31'17" East a distance of 30.92 feet to a point on the aforesaid existing Right of Way line of Cook Road, and a point on a non-tangent curve concave Southwesterly, having a radius of 50.00 feet, a chord bearing of North 27°42'24" West and a chord distance of 35.07 feet; thence from a tangent bearing of North 07°10'45" West, run Northwesterly along the arc of said curve and along said existing Right of Way line through a central angle of 41°03'19" a distance of 35.83 feet to the end of said curve and the POINT OF BEGINNING.

Containing 173 square feet, more or less

SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION

SEE SHEETS TO THIRD KERCHI OF BESCHEINON										
DATE MARCH 16, 2023 DRAWN BY P, MCANALLY CHECKED BY J, CAMPBELL GEODATA PROJECT NO. B40-01		GEODATA CONSULTANTS, INC. SURVEYING & MAPPING		PARCEL 51-130/730/830 SCALE: N/A						
		1349 S INTERNATIONAL PKWY SUITE 2401	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA							
REV. PART G. SHEET NUMBERS REVISION	IJC BY	03/30/2023 DATE	LAKE MARY, FLORIDA 32/46 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SHEET 6 OF 14					

LEGAL DESCRIPTION:

PART I:

That part of the South 386 feet of the Southeast 1/4 Section 34, Township 23 South, Range 26 East, and the North 1/2 of the Northeast 1/4 of Section 3, Township 24 South Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1646 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southeast corner of the Southeast 1/4 of Section 34, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the East line of said Southeast 1/4 a distance of 386.02 feet to a point on the North line of the South 386 feet of the Southeast 1/4 of said Section 34; thence departing said East line run North 89°53'41" West along said North line a distance of 1482.97 feet for a POINT OF BEGINNING, also being the beginning of a non-tangent curve concave Southeasterly, having a radius of 15225.00 feet, a chord bearing of South 62°43'59" West and a chord distance of 1060,53 feet; thence departing said North line from a tangent bearing of South 64°43'44" West, run Southwesterly along the arc of said curve through a central angle of 03°59'31" a distance of 1060.75 feet to the end of said curve; thence departing said curve run North 13°10'51" East a distance of 236.13 feet; thence North 32°03'32" East a distance of 261.23 feet; thence North 62°09'27" East a distance of 76.70 feet to a point on the aforesaid North line of the South 32°03'32" East a distance of 261.23 feet; thence North 62°09'27" East a distance of 78°09'27" East a distance of 682.36 feet to the POINT OF BEGINNING.

Containing 4.170 acres, more or less.

PART J:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South. Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to the Northwest corner of the South 1/4 of said Section 35 for a POINT OF BEGINNING; thence run departing said West line run South 89°32'24" East along said North line distance of 871,49 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 11220.00 feet, a chord bearing of South 73°58'20" West and a chord distance of 510.49 feet; thence departing said North line from a tangent bearing of South 75°16'32" West, run Southwesterly along the arc of said curve through a central angle of 02°36'25" a distance of 510.53 feet to the end of said curve; thence departing said curve run North 61°18'51" West a distance of 6.95 feet to the beginning of a non-tangent curve concave Southeasterly having a radius of 11225.00 feet, a chord bearing of South 71°20'24" West and a chord distance of 314.97 feet; thence from a tangent bearing of South 72°38'38" West run Southwesterly along the arc of said curve through a central angle of 01°36'28" a distance of 314.98 to the point of compound curvature of a curve concave Southeasterly having a radius of 15225.00 feet, a chord bearing of South 70°53'24" West and a chord distance of 77.72 feet; thence run Southwesterly along the arc of said curve through a central angle of 01°36'28" a distance of 314.98 to the point of compound curvature of a curve concave Southeasterly having a radius of 15225.00 feet, a chord bearing of South 70°53'24" West and a chord distance of 77.72 feet; thence run Southwesterly along the arc of said curve through a central angle of 01°36'28" a distance of 314.98 to the point of compound curvature of a curve concave Southeasterly having a radius of 15225.00 feet, a chord bearing of South 70°53'24" West and a chord distance of 77.72 feet; thenc

Containing 2.563 acres, more or less.

PART K:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South. Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1368.31 feet; thence South 00°31'17" East a distance of 30.92 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida, and a point on a non-tangent curve concave Westerly, having a radius of 50.00 feet, a chord bearing of South 00°31'17" East and a chord distance of 11.59 feet; thence from a tangent bearing of South 07°10'45" East, run Southerly along the arc of said curve through a central angle of 13°18'56" a distance of 1.62 feet; thence departing said curve and said Right of Way line run South 00°31'17" East a distance of 205,95 feet to the point of curvature of a curve concave Westerly, having a radius of 238.00 feet, a chord bearing of South 00°17'10" East and a chord distance of 1.95 feet; thence run Southerly along the arc of said curve through a central angle of 00°28'13" a distance of 1.95 feet for a POINT OF BEGINNING; thence continue along the arc of said curve having a chord bearing of South 11°58'09" West and a chord distance of 10.87 feet; thence South 86°32'20" East a distance of 99.86 feet; thence North 63°05'96" East a distance of 130.56" east a distance of 232.52 feet; thence South 54°23'13" East a distance of 135.50 feet; thence North 63°3'50'96" East a distance of 10.87 feet; thence South 86°32'20" East a distance of 99.86 feet; thence North 63°3'50'96" East a distance of 10.87 feet; thence South 55°11'32" East a distance of 423.28 feet; thence North 63°3'30'74" West a distance of 54.22 feet to the beginning of a non-tangent curve concave South

Containing 3.943 acres, more or less.

Containing an aggregate total of 56.713 acres, more or less. SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION

966 9116619 10 FT											
DATE MARCH 16, 2023 DRAWN BY P, MCANALLY CHECKED BY J, CAMPBELL CEDDATA ROUGE IN O Pro 0		NALLY	GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-130/730/830						
GEODATA PROJECT NO	B40-01			SR 516 (LAKE-ORANGE EXPRESSWAY)							
	1349 S INTERNATIONAL PKWY SUITF 2401 LAKE MARY. FLORIDA 32746		SUITE 2401	CENTRAL FLORIDA	SCALE: N/A						
SHEET NUMBERS. REV, AGGREGATE AREA	ШС	03/30/2023	VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS	EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SHEET 7 OF 14						
REVISION BY DATE		LICENSE NO. 6556	LAKE COUNTY, ILUNIDA								

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY) PROJECT NO. 516-236/516-237 PARCEL NO. 51-730 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

LEGAL DESCRIPTION:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1368.31 feet; thence South 00°31'17" East a distance of 30.92 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida, and a point on a non-tangent curve concave Westerly, having a radius of 50.00 feet, a chord bearing of South 00°31'17" East and a chord distance of 11.59 feet; thence from a tangent bearing of South 07°10'45" East, run Southerly along the arc of said curve through a central angle of 13°18'56" a distance of 11.62 feet; thence departing said curve and said Right of Way line run South 00°31'17" East a distance of 205.95 feet to the point of curvature of a curve concave Westerly, having a radius of 238.00 feet, a chord bearing of South 11°44'02" West and a chord distance of 101.04 feet; thence run Southerly along the arc of said curve through a central angle of 24°30'38" a distance of 10.87 feet; thence South 86°32'20" East a distance of 18.61 feet; thence South 03°27'40" West a distance of 30.19 feet; thence North 85°49'13" West a distance of 7.74 feet; thence South 61°05'50" West a distance of 81.60 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 238.00 feet, a chord bearing of North 35° 05' 09" East and a chord distance of 91.61 feet; thence from a tangent bearing of North 35° 05' 09" East and a chord distance of 91.61 feet; thence from a tangent of 31.60 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 238.00 feet, a chord bearing of North 35° 05' 09" East and a chord distance of 91.6

Containing 1891 square feet, more or less.

SUFETE 10.14 FOR SKETCH OF DESCRIPTION

PARCEL 51-730 IS BEING ACQUIRED AS A TEMPORARY, NON-EXCLUSIVE EASEMENT WITH FULL AUTHORITY TO ENTER UPON THE LANDS DESCRIBED ABOVE FOR A TEMPORARY CONSTRUCTION EASEMENT FOR GRADING TO EXISTING DRIVEWAY. AT ALL TIMES DURING CONSTRUCTION THE GRANTEE WILL MAINTAIN ACCESS TO THE GRANTOR'S REMAINING LANDS. AFTER THE CONSTRUCTION ON THE PARCEL IS COMPLETED THE GRANTEE SHALL RESTORE THE PARCEL TO A CONDITION AS GOOD AS OR BETTER THAN THE ONE EXISTING BEFORE BEING DISTURBED BY THE GRANTEE. THIS EASEMENT SHALL EXPIRE UPON THE COMPLETION OF THE CONSTRUCTION ACTIVITIES ON THE PROJECT ADJACENT TO THE LANDS DESCRIBED ABOVE OR AFTER FIVE (5) YEARS, WHICHEVER OCCURS FIRST,

SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION										
DATE	MARCH 16, 2023			SKETCH OF DESCRIPTION	PARCEL					
DRAWN BY	P _a MCANALLY		GEODATA CONSULTANTS, INC.							
CHECKED BY	J. CAMPBELL		SURVEYING & MAPPING	(THIS IS NOT A BOUNDARY SURVEY)	51-130/730/830					
GEODATA PROJECT NO.	840-01			SR 516 (LAKE-ORANGE EXPRESSWAY)	51-150/150/050					
		r	1349 S INTERNATIONAL PKWY							
REVISE TCE NOTE	ЛС	05/09/2023	SUITE 2401	CENTRAL FLORIDA	SCALE: N/A					
REV 51-730, ADDED 51-830 & TCE NOTE, REV SHEET NUMBERS	NC	03/30/2023	LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS	EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SHEET 8 OF 14					
REVISION	BY	DATE	LICENSE NO. 6556	LAKE COUNTY, FLORIDA	SHEET 0 OF TT					

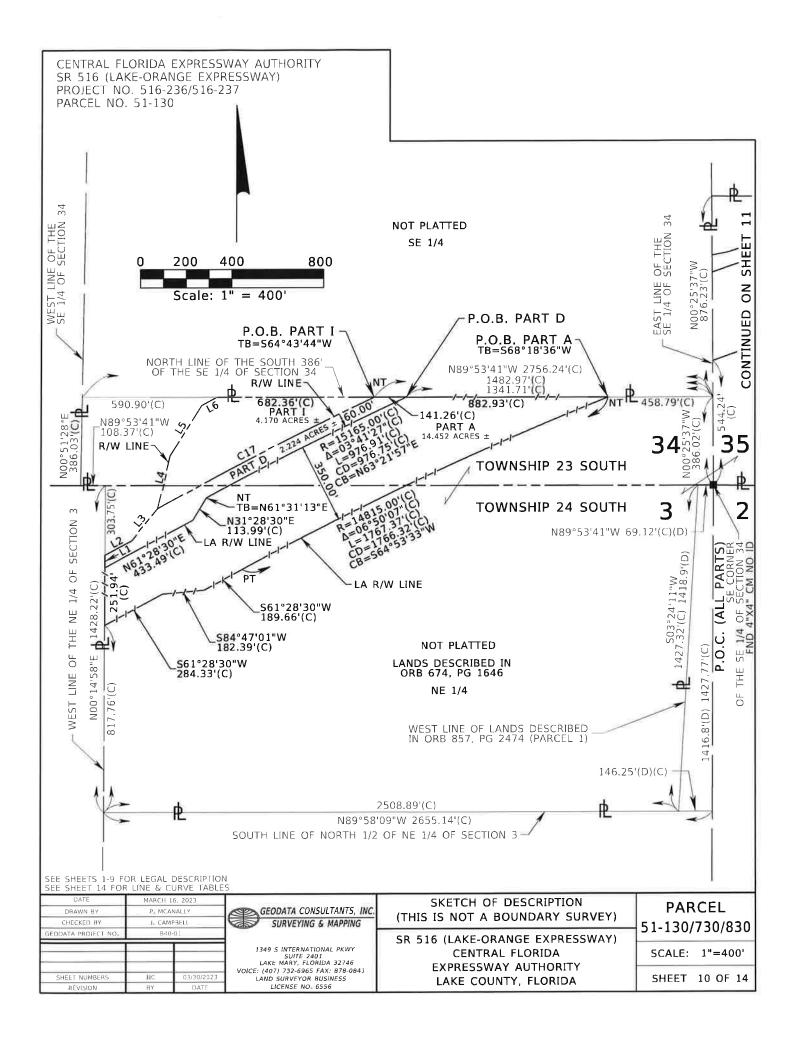
CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY) PROJECT NO. 516-236/516-237 PARCEL NO. 51-830 PURPOSE: PERMANENT EASEMENT REQUIRED TO CONSTRUCT, ACCESS AND MAINTAIN CONSERV II UTILITY LINE ESTATE: EASEMENT

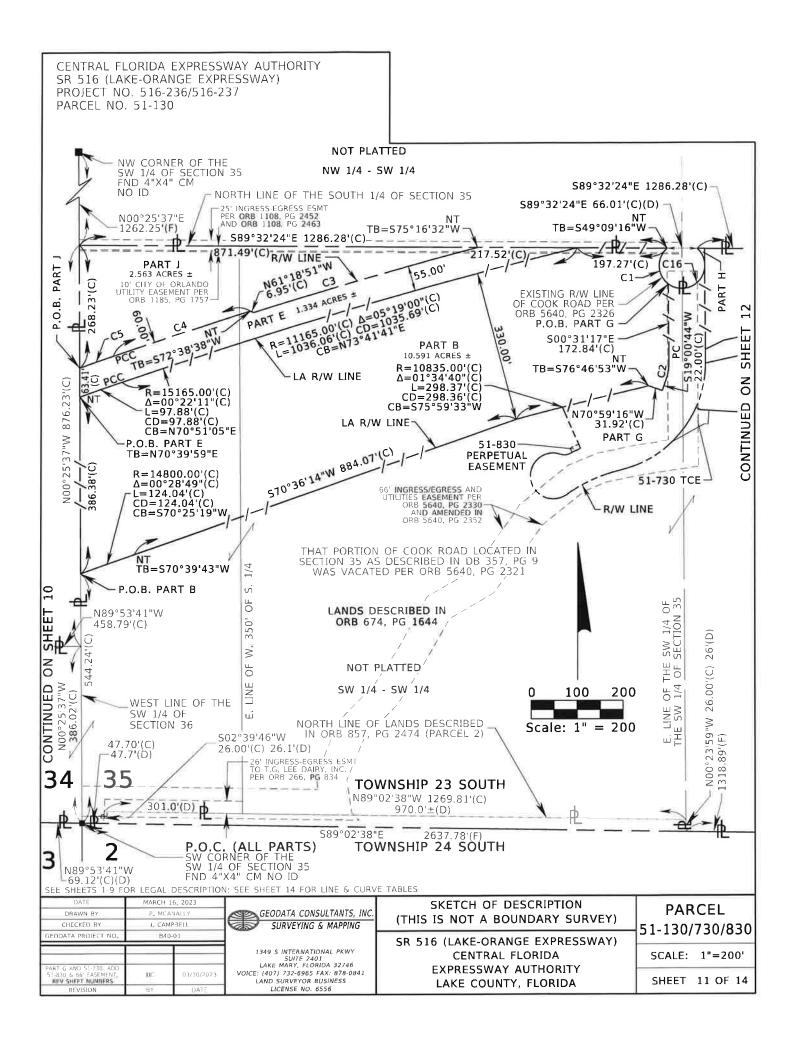
That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

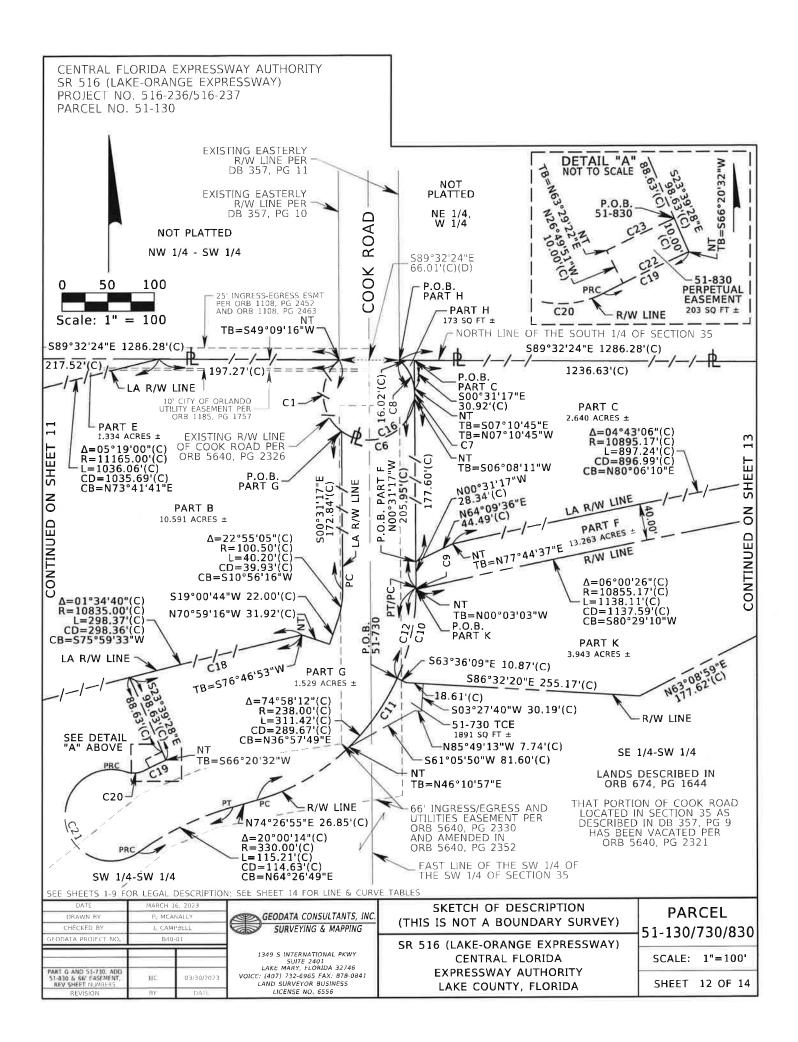
Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 of distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1286.28 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida and the beginning of a non-tangent curve concave Easterly, having a radius of 50.00 feet, a chord bearing of South 02°00'22" East and a chord distance of 77.89 feet; thence departing said North line from a tangent bearing of South 49°09'16" West, run Southerly along the arc of said curve through a central angle of 102°19'17" a distance of 89.29 feet; thence departing said curve and said existing Right of Way line run South 00°31'17" East a distance of 172.84 feet to the point of curvature of a curve concave Westerly and having a radius of 100.50 feet, a chord bearing of South 10°56'16" West and a chord distance of 39.93 feet; thence run Southerly along the arc of said curve through a central angle of 22°55'05" a distance of 40.20 feet to the end of said curve; thence departing said curve run South 19°00'44" West a distance of 22.00 feet; thence North 70°59'16" West a distance of 31.92 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 10835.00 feet, a chord bearing of South 76°16'11" West and a chord distance of 193.49 feet; thence from a tangent bearing of South 76°46'53" West, run Westerly along the arc of said curve through a central angle of 01°01'23" a distance of 193.49 feet; thence departing said curve run South 23°39'28" East a distance of 88,63 feet for a POINT OF BEGINNING; thence continue South 23°39'28" East a distance of 10.00 feet to beginning a non-tangent curve concave Southeasterly, having a radius of 403.00 feet, a chord bearing of South 64°55'11" West and a chord distance of 20.01 feet; thence from a tangent bearing of South 66°20'32" West run Southwesterly along the arc of said curve through a central angle of 02°50'41" a distance of 20.01 feet; thence departing said curve run North 26°49'51" West a distance of 10.00 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 413.00 feet, a chord bearing of North 64°54'57" East and a chord distance of 20.56 feet; thence from a tangent bearing of North 63°29'22" East run Northeasterly along the arc of said curve through a central angle of 02°51'10" a distance of 20.56 feet to the POINT OF BEGINNING.

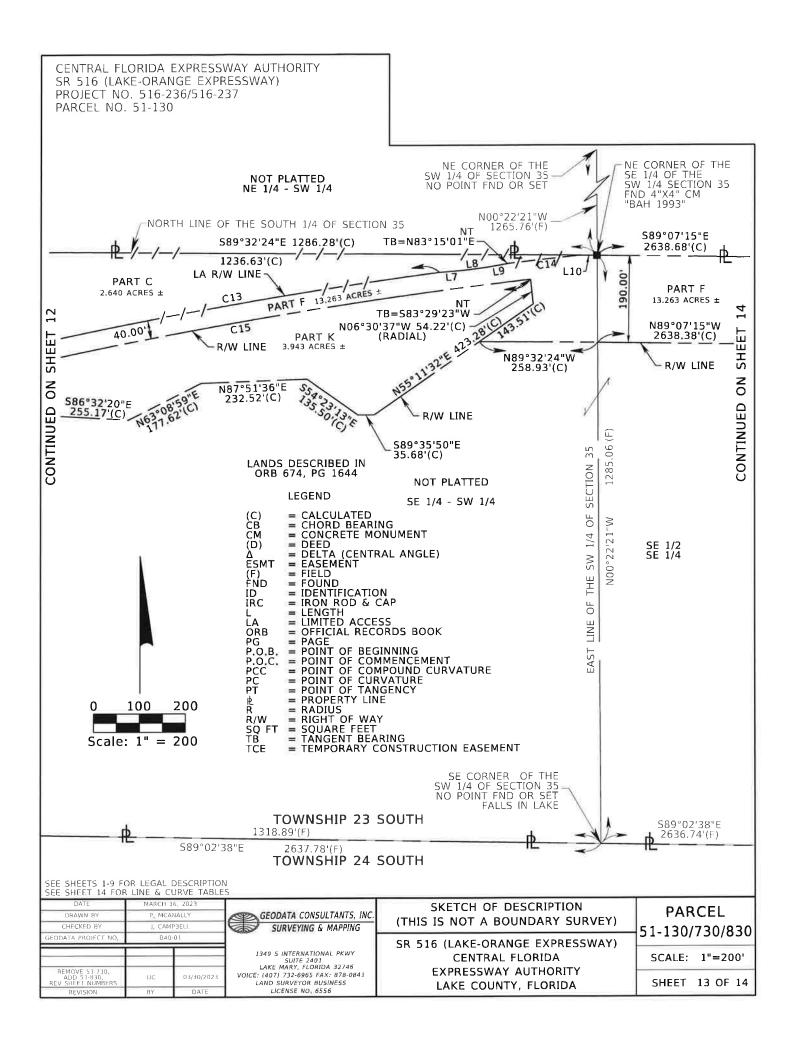
Containing 203 square feet, more or less.

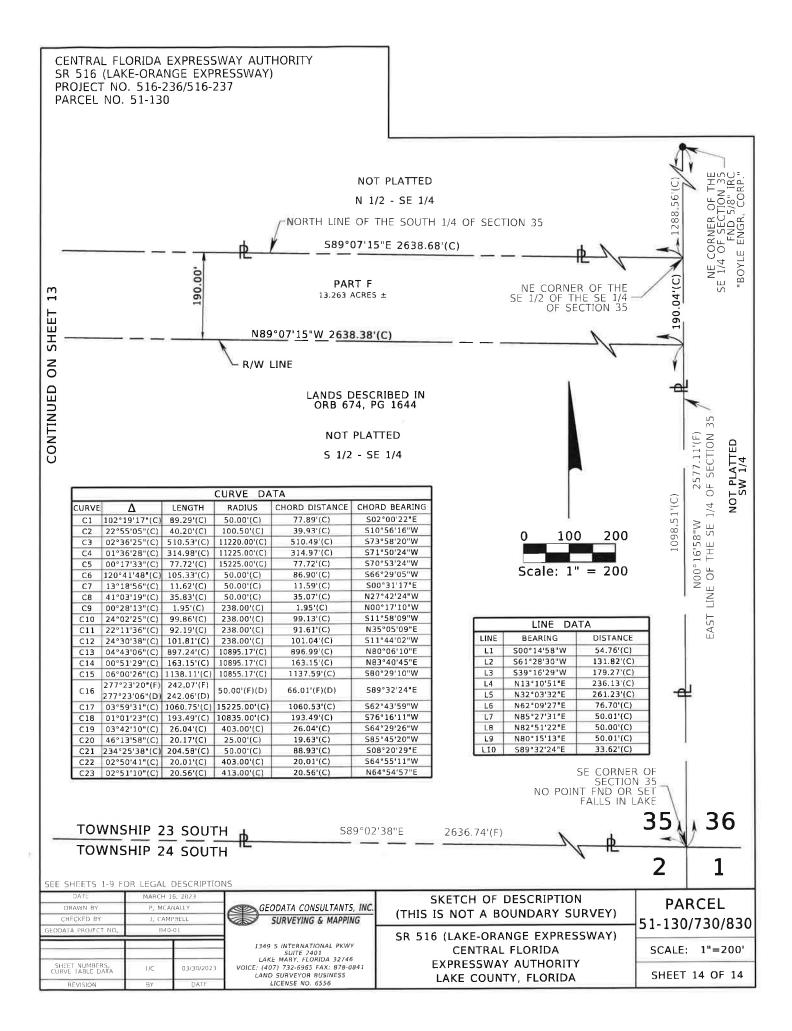
SEE SHEETS 10-14	SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION										
DATE	MARCH 16, 2023 P. MCANALLY			SKETCH OF DESCRIPTION	PARCEL						
DRAWN BY			GEODATA CONSULTANTS, INC.	(THIS IS NOT A BOUNDARY SURVEY)							
CHECKED BY	J CAM	PBELL	SURVEYING & MAPPING	(THIS IS NOT A BOUNDART SURVET)	51-130/730/830						
GEODATA PROJECT NO.	840	-01		SR 516 (LAKE-ORANGE EXPRESSWAY)	0.00/0.00/0.00						
		1	1349 S INTERNATIONAL PKWY								
CHANGE PURPOSE LABEL	ЛС	05/09/2023	SUITE 2401	CENTRAL FLORIDA	SCALE: N/A						
SHEET NUMBERS	- UC	03/30/2023	LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841	EXPRESSWAY AUTHORITY							
ADDED \$1-830			LAND SURVEYOR BUSINESS	LAKE COUNTY, FLORIDA	SHEET 9 OF 14						
REVISION	BY	DATE	LICENSE NO. 6556								

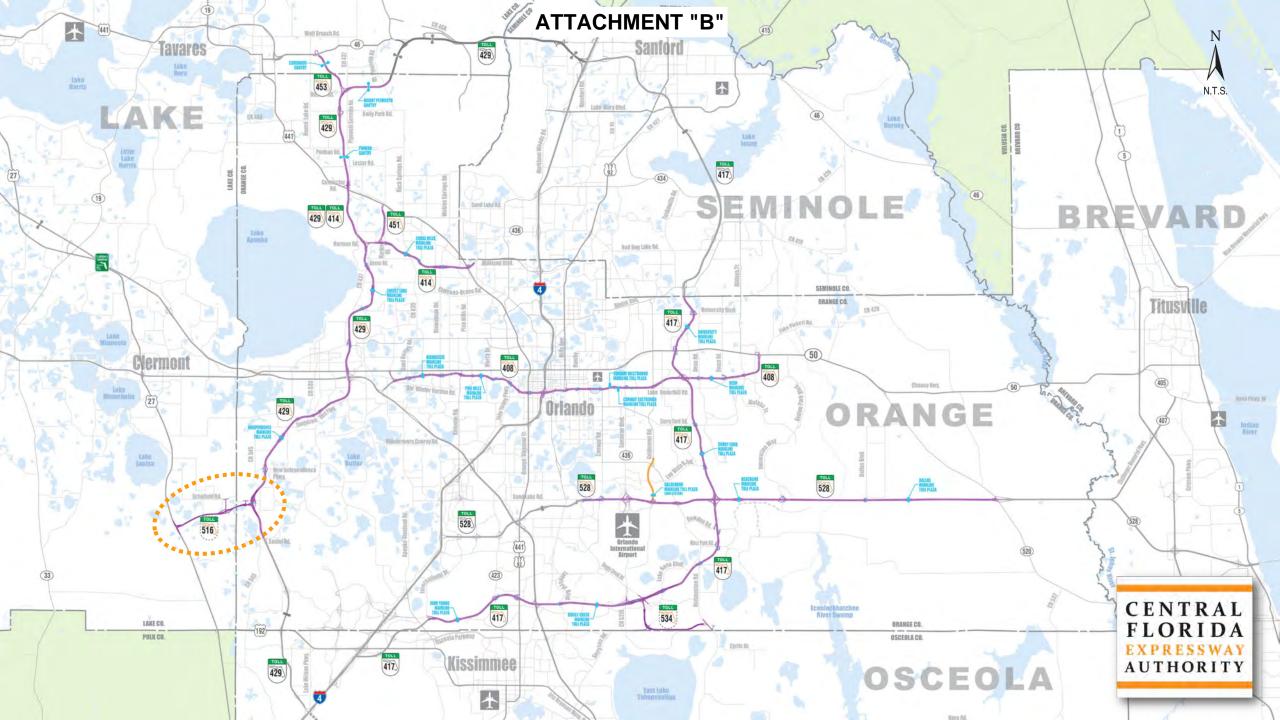


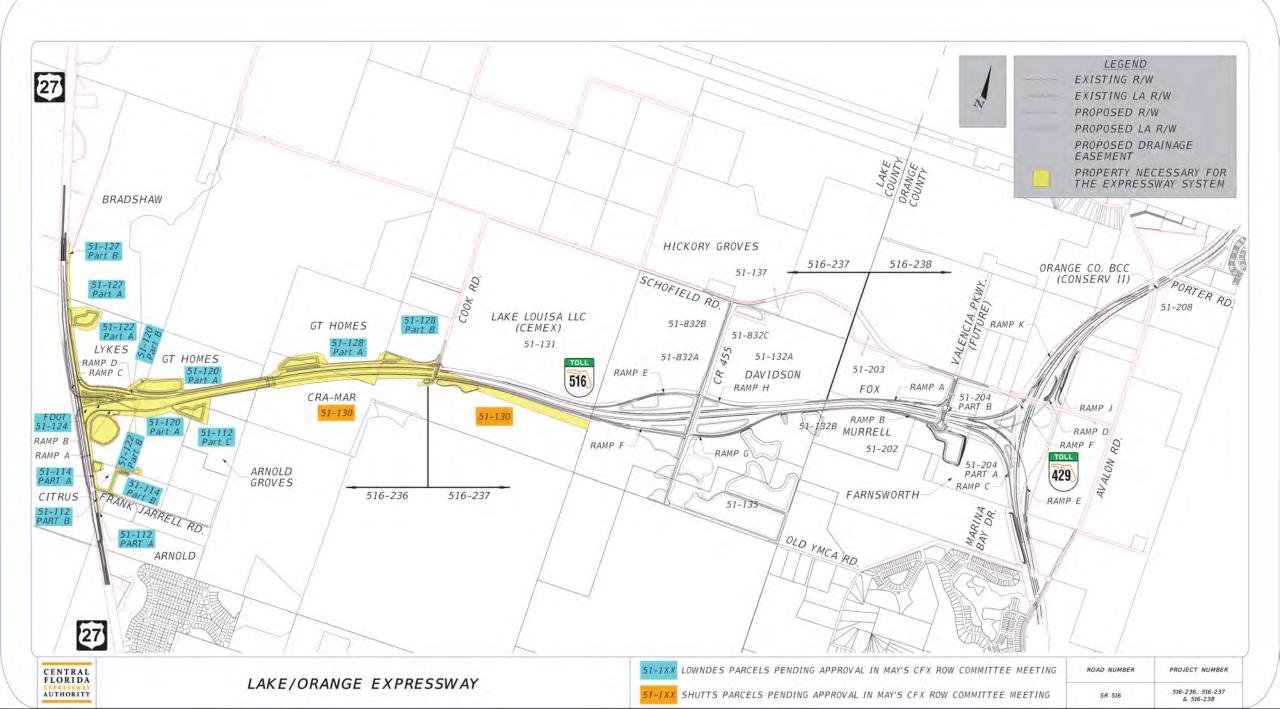














NELSON MULLINS RILEY & SCARBOROUGH LLP ATTORNEYS AND COUNSELORS AT LAW

Richard N. Milian, Esq. T: 407.669.4223 Richard.milian@nelsonmullins.com 390 North Orange Avenue, Suite 1400 Orlando, FL 32801 T: 407.669.4200 F: 407.425.8377 nelsonmullins.com

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Richard N. Milian, Esq. Right-of-Way Counsel Nelson Mullins Riley & Scarborough, LLP

DATE: May 1, 2024

 SUBJECT: Resolution of Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System
 Project: State Road 538, Poinciana Parkway Extension, Segments 538-234, 538-235 and 538-235A

BACKGROUND AND DESCRIPTION

As part of the right-of-way acquisition required for the Poinciana Parkway/State Road 538 project (the "Project"), CFX needs to acquire the right of way and property interests depicted on <u>Attachment "A"</u> attached hereto (collectively, the "Parcels"). Nelson Mullins Riley & Scarborough, LLP, as Right-of-Way Counsel, submits the Resolution of Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System ("Resolution") attached hereto as <u>Attachment "B"</u> and is seeking the Right of Way Committee's recommendation for Board approval of the Resolution. The Resolution is being submitted in accordance with applicable Florida law governing eminent domain and acquisition of property interests by public bodies having eminent domain authority. The Resolution is also being sought as a step in the process of acquisition of real property interests consistent with the CFX Property Acquisition and Disposition Manual.

REQUEST

A recommendation by the Right of Way Committee for CFX Board's approval and adoption of the attached Resolutions for acquisition of real property interests for State Road 538,

CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | ILLINOIS | MARYLAND | MASSACHUSETTS | MINNESOTA New York | North Carolina | Ohio | Pennsylvania | South Carolina | Tennessee | Texas | Virginia | West Virginia

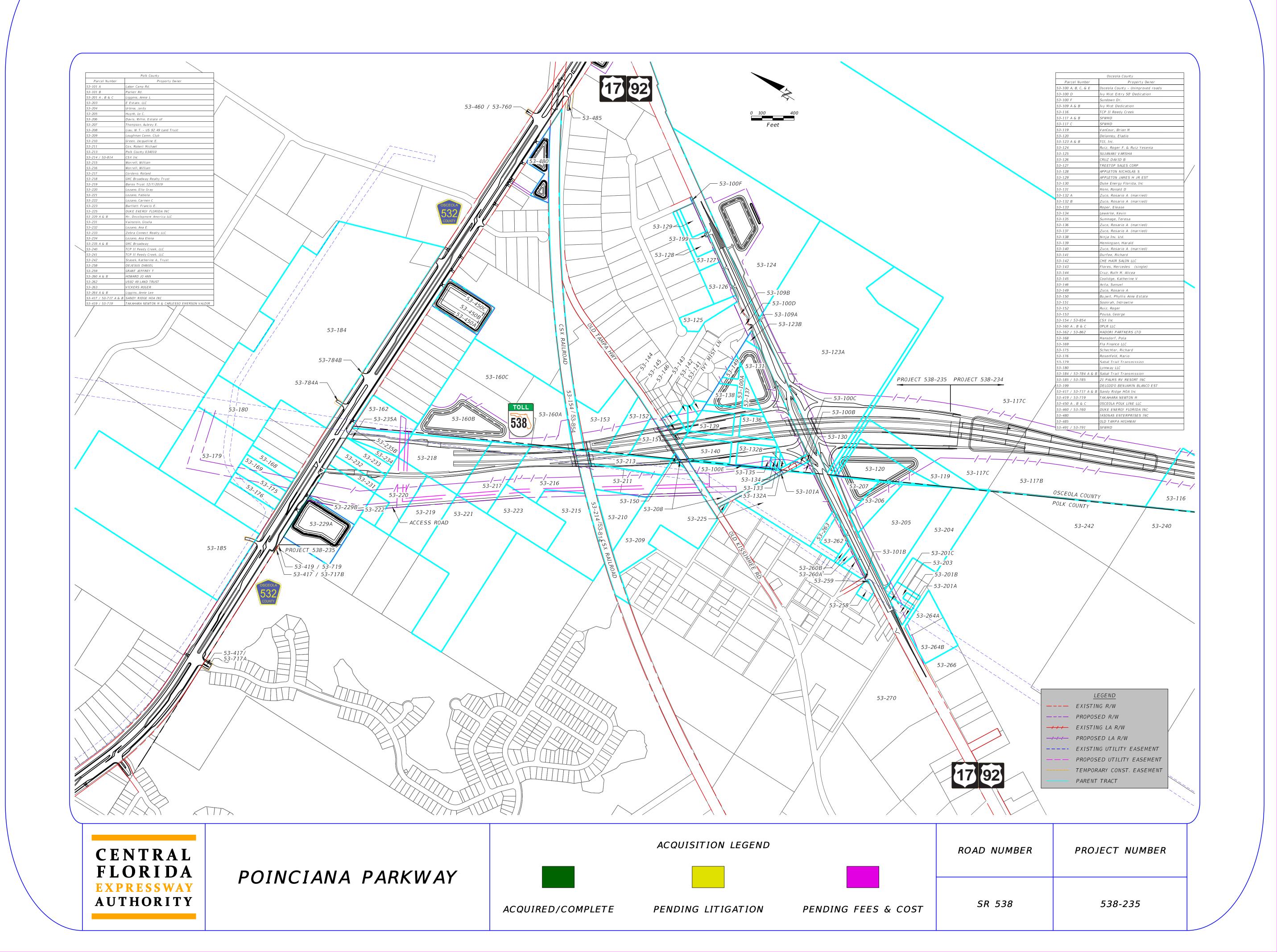
Resolutions for State Road 538, Poinciana Parkway Extension, Segments 538-234, 538-235 and 538-235A Page 2 of 2

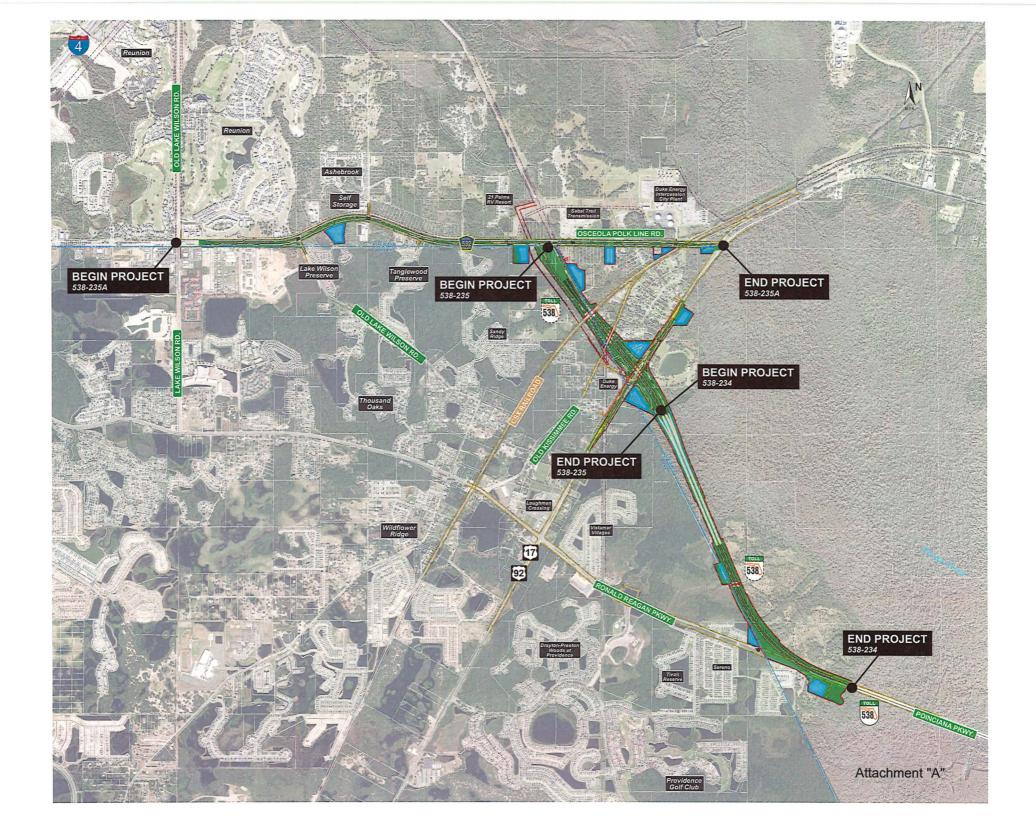
Poinciana Parkway Extension, Segments 538-234, 538-235 and 538-235A, subject to any minor modifications or revisions approved by CFX's General Counsel and general engineering consultant.

ATTACHMENTS

- A. Map of Parcels
- B. Resolution and Legal Descriptions of parcels

CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | ILLINOIS | MARYLAND | MASSACHUSETTS | MINNESOTA New York | North Carolina | Ohio | Pennsylvania | South Carolina | Tennessee | Texas | Virginia | West Virginia





A 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 is it 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, the legal descriptions with the property interest sought being attached hereto as **Exhibit "A"** ("Property").

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

Attachment "B"

Resolution No. 2024 - _____ Project Nos. 538-234, 538-235 and 53-235A

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 "A"** 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 **Exhibit "A"** attached hereto and incorporated herein by reference.

Section 2. CFX, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other property interests as described in the attached **Exhibit "A"** by gift, 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.

ADOPTED this _____ day of _____ 2024.

ATTEST:

Regla ("Mimi") Lamaute Manager of Board Services

I HEREBY CERTIFY that the above and foregoing is a true copy of the original Resolution filed in this office.

REGLA LAMAUTE, Executive Assistant CENTRAL FLORIDA EXPRESSWAY AUTHORITY Dated _____ Brandon Arrington, Chairman

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

Angela Wallace, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-100G PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

LEGAL DESCRIPTION

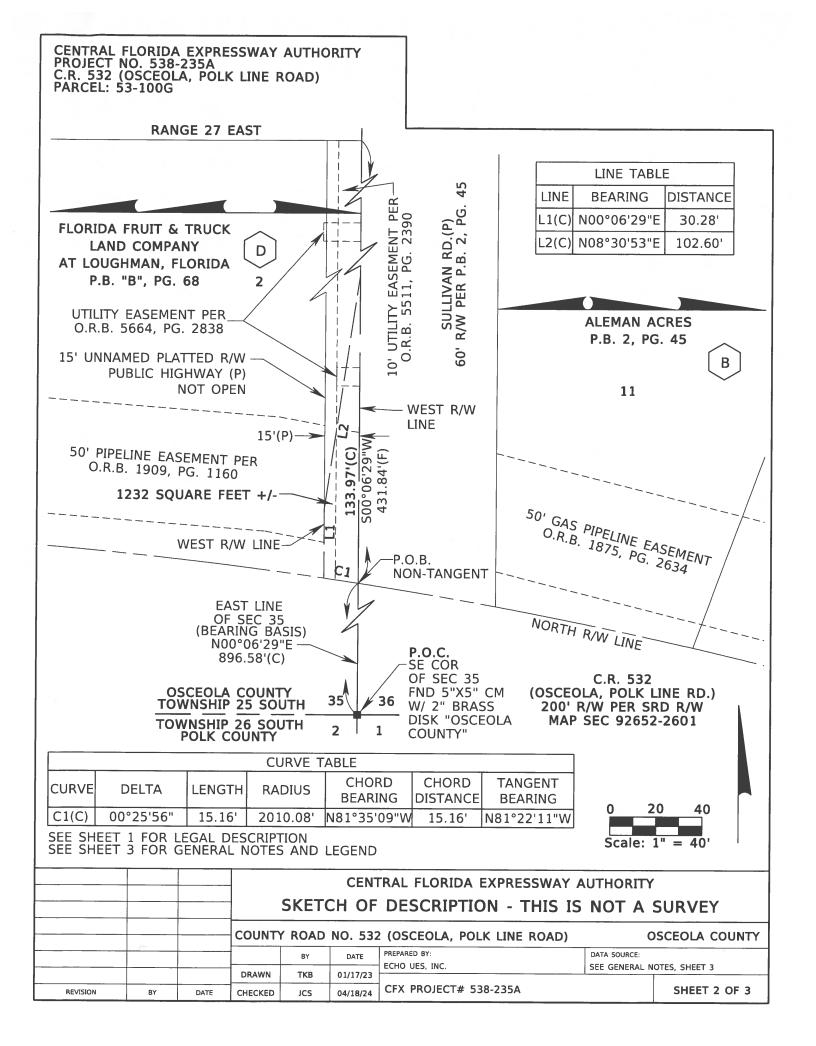
A PORTION OF LAND LYING IN A 15 FOOT WIDE UNNAMED PLATTED RIGHT OF WAY LYING EASTERLY OF AND ADJACENT TO LOT 2, BLOCK D, FLORIDA FRUIT & TRUCK LAND COMPANY AT LOUGHMAN, FLORIDA, RECORDED IN PLAT BOOK "B", PAGE 68, PUBLIC RECORDS OF OSCEOLA COUNTY, LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 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 EXPRESSWAY		
			соилт	Y ROAD	D NO. 53	32 (OSCEOLA, POLK LINE ROAD)	0	SCEOLA COUNTY
			-	BY	DATE	PREPARED BY:	DATA SOURCE:	
		-	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL N	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: 53-100G

LEGEND:

AC (C) C.E C.F CM (D) EX (F) ID L LB M.I	= CALCULATED DATA 3. = CHORD BEARING 5. = CHORD DISTANCE R = CORNER 3. = COUNTY ROAD = COUNTY ROAD = DEED DATA ST = EXISTING = FIELD DATA D = FOUND = IDENTIFICATION = LENGTH = LICENSED BUSINESS	P (P) P.B. PG. P.O.B. P.O.C. PSM R RD. R/W SEC SRD T.B. W/ Δ +/-		MAPPER	
11/3					
		+/-	-		
NT	S = NOT TO SCALE		=	TEMPORARY EASEMENT LINE	
O. F	R.B. = OFFICIAL RECORDS BOOK				

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 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 WITHOUT THE BENEFIT OF A TITLE REPORT.

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 ELOPIDA STATUTES Vense Num PURSUANT TO SECTION 472.027, FLORIDA STATUTES. 3 Ca

m N.

4 22 2026 DATE:

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Z

Girlin Strain

MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

City Pode of STATE OF FLORIDA NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. i stang

SEE SHEET SEE SHEET					N							
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY				
			COUNT	r ROAD	NO. 532	2 (OSCEOLA, POLK LINE ROAD)	(DSCEOLA COUNTY				
				BY	DATE	PREPARED BY:	DATA SOURCE:					
			DRAWN	ткв	01/17/23	ECHO UES, INC.	SEE GENERAL N	NOTE 3				
REVISION	BY	DATE	CHECKED	JCS	04/18/24	GFX PROJECT# 538-235A SHEET 3 OF 3						

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:

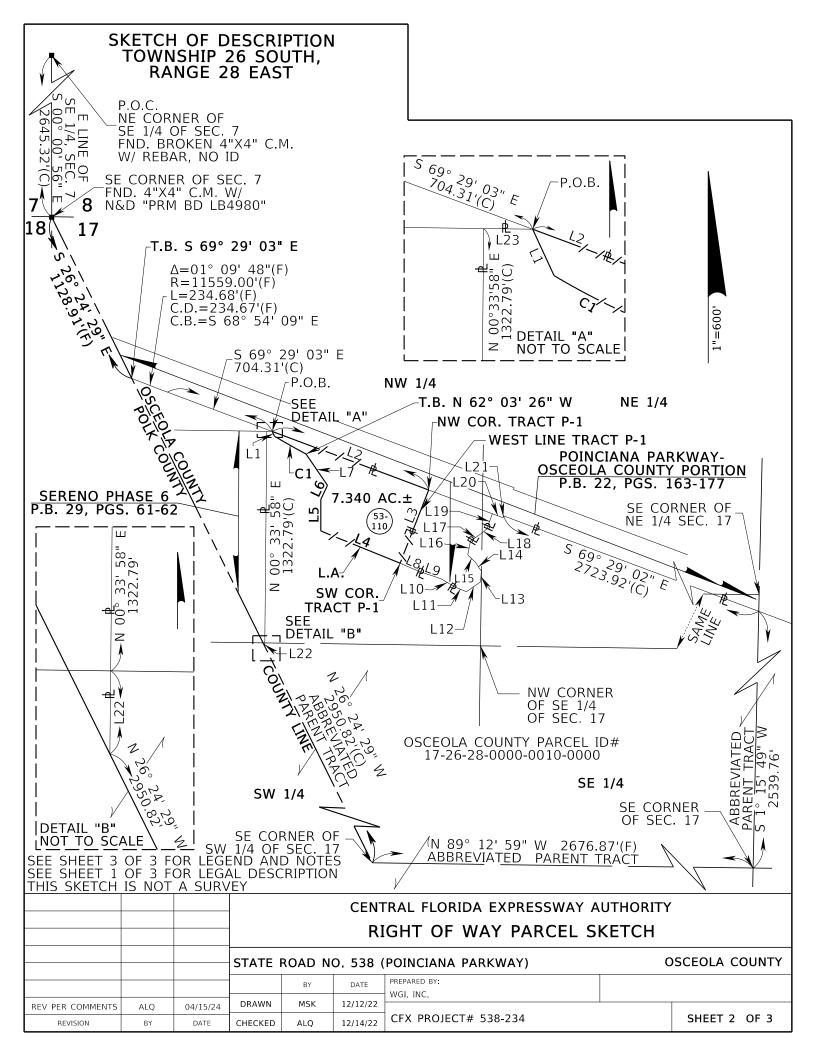
COMMENCE at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00'56" East, along the East line of said Southeast quarter, a distance of 2645.32 feet to a 4" by 4" concrete monument 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 F	ROAD N	0.538 (OSCEOLA COUNTY							
				BY	DATE	PREPARED BY: WGI, INC.							
			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:

LEGEND:								
AC	= ACRES							
C.B.	= CHORD	BEARING						
C.D.	= CHORD				LINE	DATA:		
COR	= CORNER				L1	N 24° 29	9'35"W 3	32.69'(C)
C.M.		TE MONUMEN	т		L2	S 69° 29	9'03"E 104	4.29'(C)
EXIST	= EXISTIN				L3		9' 17" W 49	91.91'(C)
FND	= FOUND				L4 L5			35.57'(C) 7.09'(C)
ID		ICATION			LG	N 25° 10		8.12'(C)
L	= CURVE				L7			6.97'(C)
L.A.	= LIMITED	ACCESS RIGH	T OF WAY		L8	S 66° 34		7.09'(C)(P)
LB		D BUSINESS			L9	S 71° 02 S 59° 1		7.23'(C)(P)
NAD83		AMERICAN DA	TUM OF 19	83	L10 L11			6.19'(C)(P) 2.33'(C)(P)
N&D	= NAIL &				L12			07.27'(C)(P)
O.R.B.		L RECORDS BO	ок		L13	N 04° 12	2'47"E 6	6.73'(C)(P)
PL	= PROPER				L14			7.87'(C)(P)
P.B.	= PLAT BO	ок			L15 L16	N 47° 30 N 11° 30		5.26'(C)(P) 0.40'(C)(P)
P.O.B.	= POINT C	OF BEGINNING			L17			6.38'(C)(P)
P.O.C.					L18	N 51° 24	4'17"E 4	8.27'(C)(P)
PRM	= PERMAN	IENT REFEREN	CE MONUM	ENT	L19	N 20° 30		2.91 (C)(P)
PG./PGS.	= PAGE/PA	AGES			L20 L21	S 69° 29		0.33'(C)(P) 2.00'(C)(P)
R	= RADIUS				L21 L22			0.57'(C)(P)
R/W	= RIGHT (OF WAY			L23			3.98'(C)(P)
SEC.	= SECTIO	N						
Т.В.	= TANGEN	IT BEARING						
W/	= WITH							
Δ	= DELTA/0	CENTRAL ANGL ACCESS R/W	.E		CURV	EC1		
/-/-//	· = LIMITED	ACCESS R/W	LINE		$\Delta = 0$	2° 57' 31 26.94'(C)	."(C)	
	= R/W LIN				L = 2	26.94 (C)	.,	
—— ——	= PERPETU	JAL EASEMENT	LINE			395.00'(C N 60° 3		
NOTES:						226.92'(
		HEREON ARE E						1/4 05
SECTIO	N 7. TOWNSH	HEREON ARE E	RANGE 28	EAST A	S BEIN	IG SOUTH	1 00°00'56" E	EAST,
		2011 ADJUSTM						
2. THIS PA FIELD F	ARCEL SKETC	CH IS NOT A S	URVEY, NO ARING THIS	CORNE S SKETC	RS WE H, EXC	RE SET O CEPT AS S	R RECOVERE HOWN.	D IN THE
		ON SHOWN HE	REON IS SI				PERTY INFOR	ΜΑΤΙΟΝ
REPORT	AGSC FILE	NUMBER 3036	1-110/115/2	116 DAT	ED OC	TOBER 23	3, 2020 AT 8	3:00 AM,
		FILE NUMBER 3 1, 2024 AT 8:0	30361-110/	115, DA		ARCH 1,	2023 AT 8:0	
	RATION.	I, 2024 AT 0.0		TLFAR		AMERICAN	GOVERNME	
SEE SHEET 2 C								
SEE SHEET 1 C THIS SKETCH I			DN					
I HEREBY CERTIFY THA DESCRIPTION IS IN ACC	T THIS SKETCH OF							WAY AUTHORITY
THE STANDARDS OF PE SURVEYING AND MAPPI	RACTICE FOR	REV PER COMMENTS	ALQ 04/	15/24				
IN CHAPTER 5J-17, FLO CODE, PURSUANT TO C	RIDA ADMINISTRATIVI CHAPTER 472.027,			ATE	RIG	HT OF	WAY PARC	CEL SKETCH
FLORIDA STATUTES.	ALLEN LEE QUICK	STATE ROAD			DV B K /W	ΔΥ)		OSCEOLA COUNTY
	p q	L. L		PARED BY:		,,,,		
ALLEN L. QUICKEL	State of sta	BY BY	WG	I, INC.				
FLORIDA PSM# 6481 THE SEAL ON THIS DOC AUTHORIZED BY THE SI	UMENT WAS	DRAWN MSK	12/12/22	X PROJEC	T# 538 '	234		SHEET 3 OF 3
AUTHORIZED BY THE SI ON THE DATE OF DIGIT	AL SIGNATURE	CHECKED ALQ	12/14/22			237		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-115A PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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 45.00 feet; thence of 8.00 feet; thence South 22°26'04" East, a distance of 1100.00 feet; thence 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 67°33'56" East, a distance of 663.10 feet; thence North 67°33'56" East, a distance of 663.10 feet; thence North 67°33'56" East, a distance of 587.19 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 I	ROAD N	С	SCEOLA COUNTY							
			-	BY DATE PREPARED BY:									
			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. 53-115B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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	ROAD N	0.538 (OSCEOLA COUNTY								
				BY	DATE	PREPARED BY:								
			DRAWN	MSK	11/16/22									
REVISION	BY	DATE	CHECKED	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. 53-815 PURPOSE: AIR RIGHTS EASEMENT ESTATE: EASEMENT

LEGAL DESCRIPTION

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.

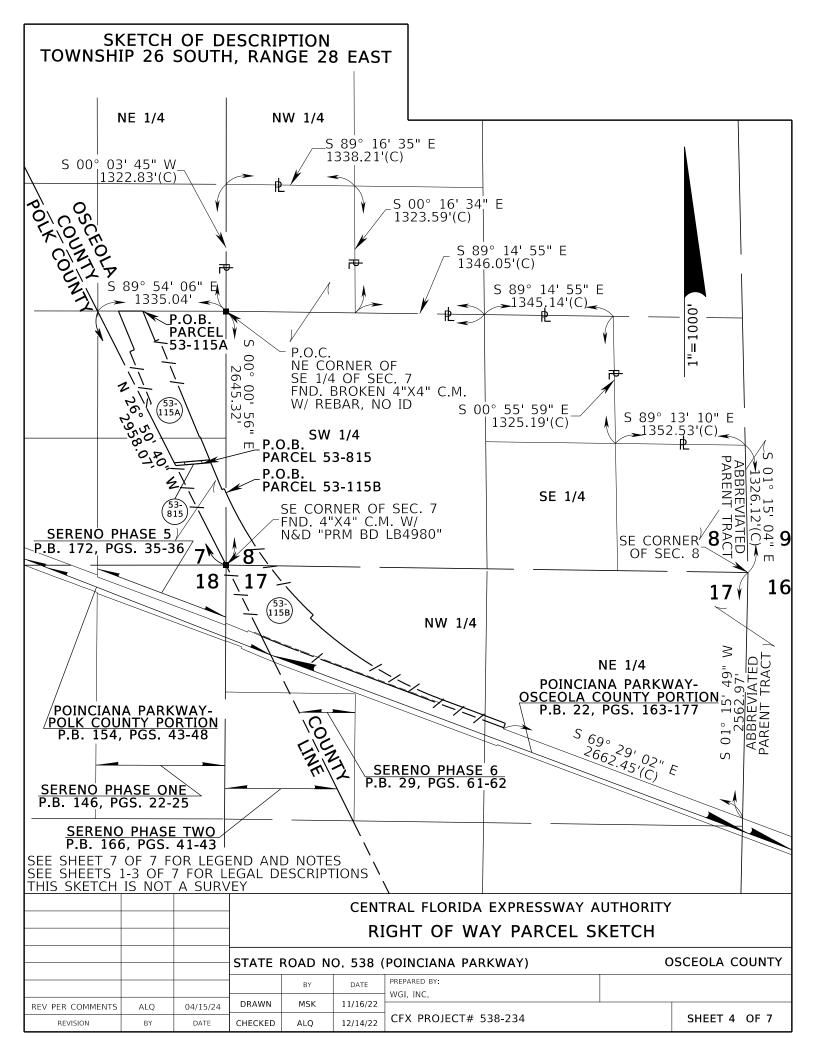
Lying within the following described boundaries described as follows:

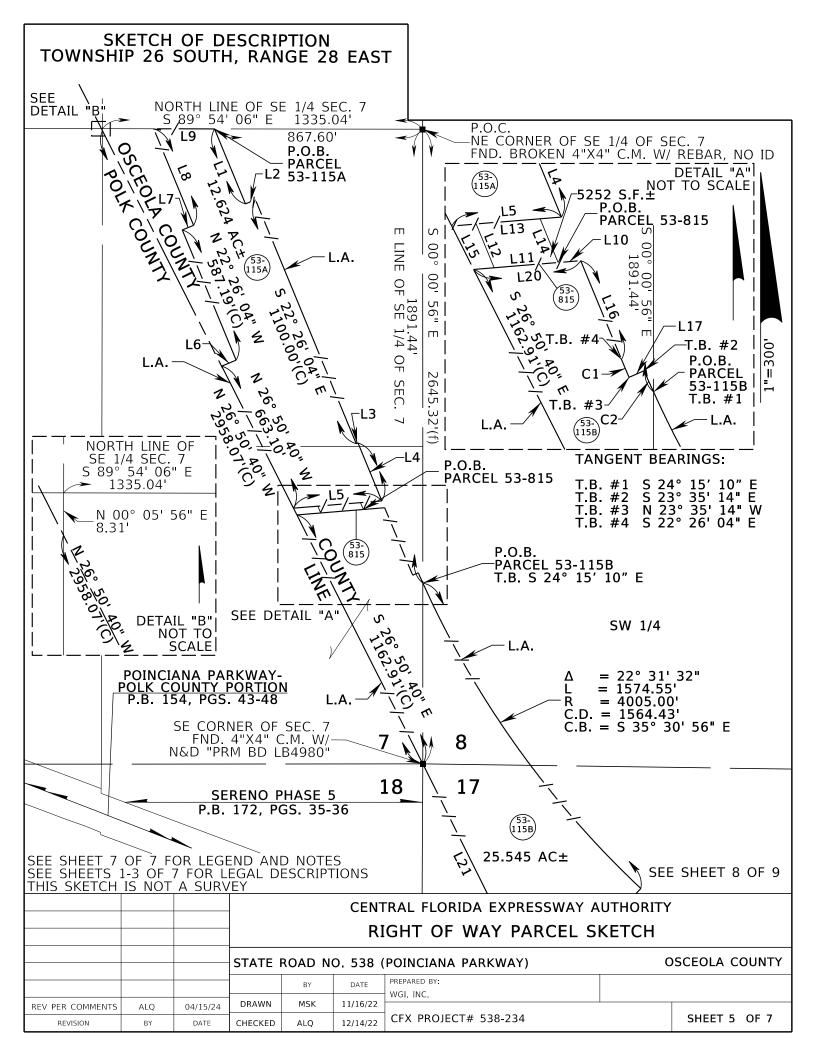
Commence at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00'56" East, along the East line of said Southeast guarter, a distance of 1891.44 feet to the beginning of a non-tangent 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

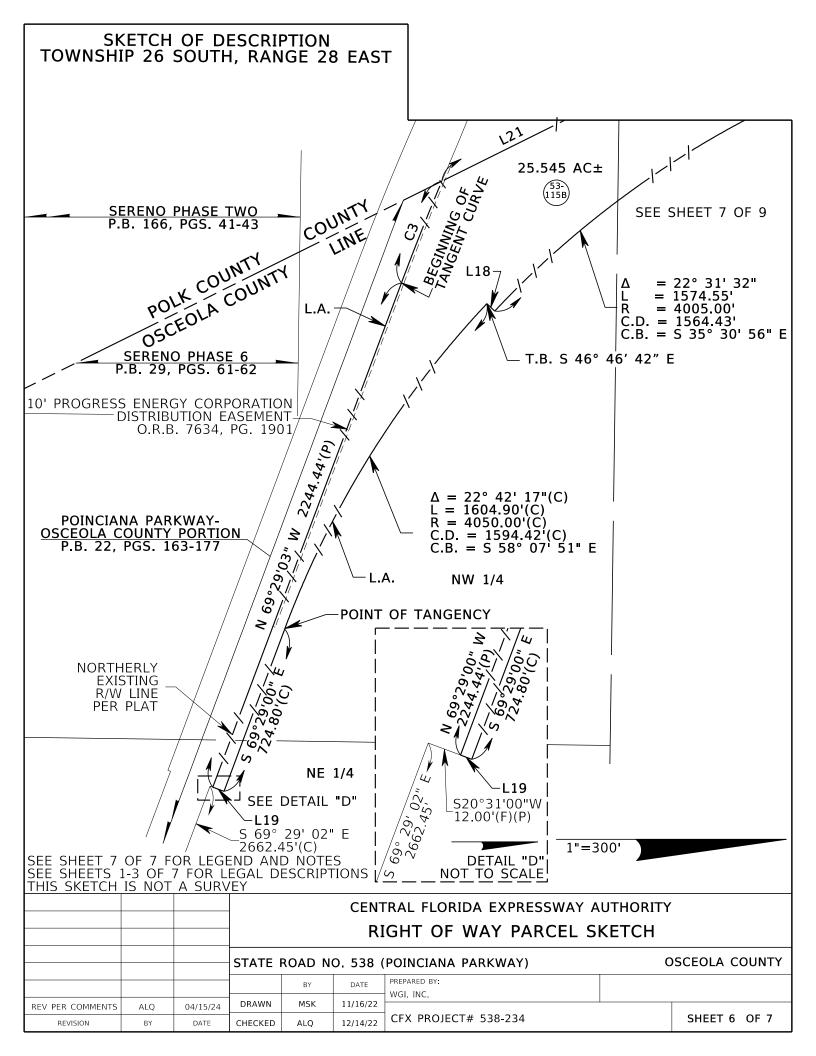
Containing 5252 Square Feet, more or less.

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 I	ROAD N	0.538 (POINCIANA PARKWAY)	OSCEOLA COUNTY						
				BY DATE PREPARED BY:									
			DRAWN	MSK	11/16/22	WGI, INC.							
REVISION	BY	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234	SHEET 3 OF 7						







SKETCH OF DESCRIPTION

LEGEND:

AC	=	ACRES		
C.B.	=	CHORD BEARING	LEG	END:
C.D.	=	CHORD DISTANCE		
COR	=	CORNER	/	' - / - / - = LIMITED ACCESS R/W LINE
C.M.	=	CONCRETE MONUMENT		- $ -$ = R/W LINE
EXIST	=	EXISTING		— — = PERPETUAL EASEMENT LINE
FND	=	FOUND		
ID	=	IDENTIFICATION	LINE	DATA:
L	=	CURVE LENGTH/		
		LINE NUMBER	L1	S 22° 26' 04" E 338.39'(C)
L.A.	=	LIMITED ACCESS RIGHT	L2	N 67° 33' 56" E 45.00'(C)
		OF WAY	L3	N 67° 33' 56" E 8.00'(C)
LB	=	LICENSED BUSINESS	L4	S 22° 26' 04" E 261.11'(C) CURVE C1
NAD83	=	NORTH AMERICAN DATUM		$\Delta = 01^{\circ} 09' 10''(C)$
		OF 1983	L5	S 85° 18' 47" W 369.96'(C) $[$ = 81.08'(C) N 67° 33' 56" F 65.34'(C) R = 4030.00'(C)
N&D	=	NAIL & DISK	L6	CD = 81.08'(C)
О. R.В.	=	OFFICIAL RECORDS BOOK	L7	$N 67^{\circ} 33^{\circ} 56^{\circ} E 51.00^{\circ}(C)$ C.B. = S 23° 00' 39" E
l PL	=	PROPERTY LINE	L8	N 22° 26' 04" W 435.47'(C) CURVE C2
P.B.	=	PLAT BOOK	L9	S 89° 54' 06" E 253.34'(C) $\Delta = 00^{\circ}$ 39' 56"(C)
P.O.B.	=	POINT OF BEGINNING	L10	$S 85^{\circ} 18' 47'' W 89.25'(C) L = 46.52'(C)$
P.O.C.	=	POINT OF COMMENCEMENT	L11	$S 85^{\circ} 18' 47'' W 178.49'(C) R = 4005.00'(C) C.D. = 46.52'(C)$
PRM	=	PERMANENT REFERENCE	L12	N 22° 26' 04" W 30.90'(C) C.B. = S 23° 55' 12" E
		MONUMENT	L13	N 85° 18' 47" E 178.49'(C) CURVE C3
PG./PGS	5. =	PAGE/PAGES		$S 22^{\circ} 26' 04'' = 30.90'(C) \Delta = 02^{\circ} 17' 59''(F)$
R	=	RADIUS		R = 11359.00'(F)
R/W	=	RIGHT OF WAY		$S = 20^{\circ} = 20^{\circ} = 223.50^{\circ}(C)$ L = $455.92^{\circ}(F)$ S = $22^{\circ} = 223.50^{\circ}(C)$ C.D. = $455.89^{\circ}(F)$
SEC.	=			$CB = N 68^{\circ} 20^{\circ} 03^{\circ} W$
S.F.	=			N 66° 24' 46" E 25.00'(C)
T.B.	=	TANGENT BEARING		S 43° 13' 18" W 45.00'(C)
W/	=	WITH		S 20° 31' 00" W 49.88'(C)
Δ	=	DELTA/CENTRAL ANGLE		N 85° 18' 47" E 367.40'(C)
NOTES:			L21	N 26° 24' 29" W 826.16'(C)
1. BEAF	ΟN	7, TOWNSHIP 26 SOUTH, RANG	E 28	THE EAST LINE OF THE SOUTHEAST 1/4 OF EAST AS BEING SOUTH 00°00'56" EAST, PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS FIELD	PA FOI	RCEL SKETCH IS NOT A SURVE R THE PURPOSE OF PREPARING	Y, NO THIS	CORNERS WERE SET OR RECOVERED IN THE SKETCH, EXCEPT AS SHOWN.
REPOR UPDAT	RT A TED TED	AGSC FILE NUMBER 30361-110/ BY AGSC FILE NUMBER 30361 MARCH 11, 2024 AT 8:00 AM,	115/1 110/	UPPORTED BY THE PROPERTY INFORMATION 16 DATED OCTOBER 23, 2020 AT 8:00 AM, 115 DATED MARCH 1, 2023 AT 8:00 AM, AND REPARED BY AMERICAN GOVERNMENT SERVICES
SEE SHEETS	1-3	OF 7 FOR SKETCH OF DESCRIP OF 7 FOR LEGAL DESCRIPTION NOT A SURVEY		

THIS SKETCH IS NOT A SONV						
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH					CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE	REV PER COMMENTS REVISION		ALQ	04/15/24	RIGHT OF WAY PARCEL SKETCH	
CODE, PURSUANT TO CHAPTER 472.027,			BY	DATE	RIGHT OF WAT PARCEL SKETCH	
JLEN CONCEAN	STATE	ROAD	10. 538	(POINCIA	NA PARKWAY) OSCEOLA COUNTY	
Pa STATE OF		BY	DATE	PREPARED B	·	
ALLEN L. QUICKEL FLORIDA PSM# 6481 THE SEAL ON THIS DOCUMENT WAS	DRAWN	MSK	11/16/22	WGI, INC.		
AUTHORIZED BY THE SIGNING SURVEYOR ON THE DATE OF DIGITAL SIGNATURE	CHECKED	ALQ	12/14/22	CFX PR	DJECT# 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:

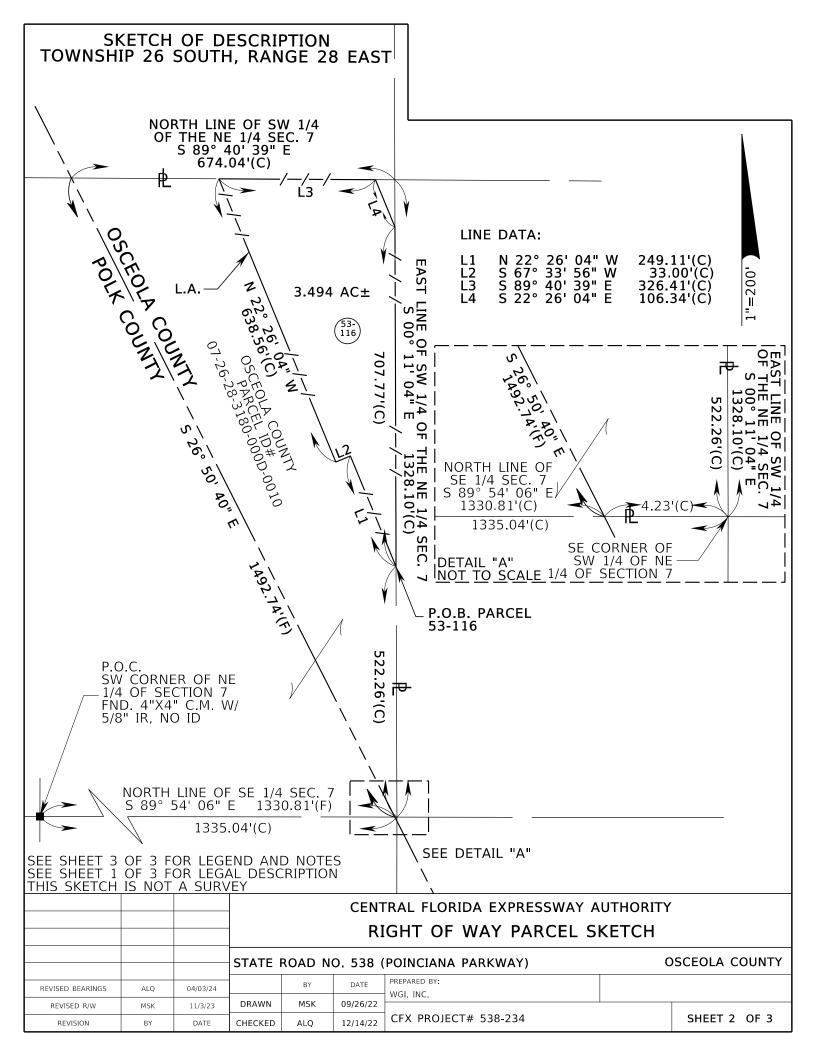
COMMENCE at a 4" by 4" concrete monument with a 5/8" iron rod with no identification marking the Southwest corner of the Northeast quarter of Section 7, Township 26 South, Range 28 East, Polk County, Florida, also being the Northwest corner of the Southeast quarter of said Section 7; thence South 89°54′06" 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 I	TATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA								
UPDATE DESCRIPTION	ALQ	04/03/24		BY DATE		PREPARED BY:						
REVISED R/W	MSK	11/03/23	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
	СВ	=	CHORD BEARING
	CD	=	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
		=	OFFICIAL RECORDS BOOK
	PL	=	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
	т.в.	=	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 SKET SEE SHEET 1 OF 3 FOR LEGA THIS SKETCH IS NOT A SURV	AL DESC						
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR					CENTRAL FLORIDA	EXPRESSW	AY AUTHORITY
SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE	REV PER COMMENTS		ALQ	04/15/24	RIGHT OF WAY PARCEL SKETCH		
CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.	REVISION BY DATE RIGHT OF WAT FARCEL SKETCH						
tun Lee Villet The Manage						0	SCEOLA COUNTY
ALLEN L. QUICKEL		BY	DATE	PREPARED BY:			
FLORIDA PSM# 6481 THE SEAL ON THIS DOCUMENT WAS	DRAWN	MSK	09/26/22	WGI, INC.			
AUTHORIZED BY THE SIGNING SURVEYOR ON THE DATE OF DIGITAL SIGNATURE	CHECKED	ALQ	12/14/22	CFX PRO	PROJECT# 538-234		SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-117A 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 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									
			STATE I	STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA COUN									
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, ne.							
REVISION	BY	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234	SHEET 1 OI	F 6					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-117B 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 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:

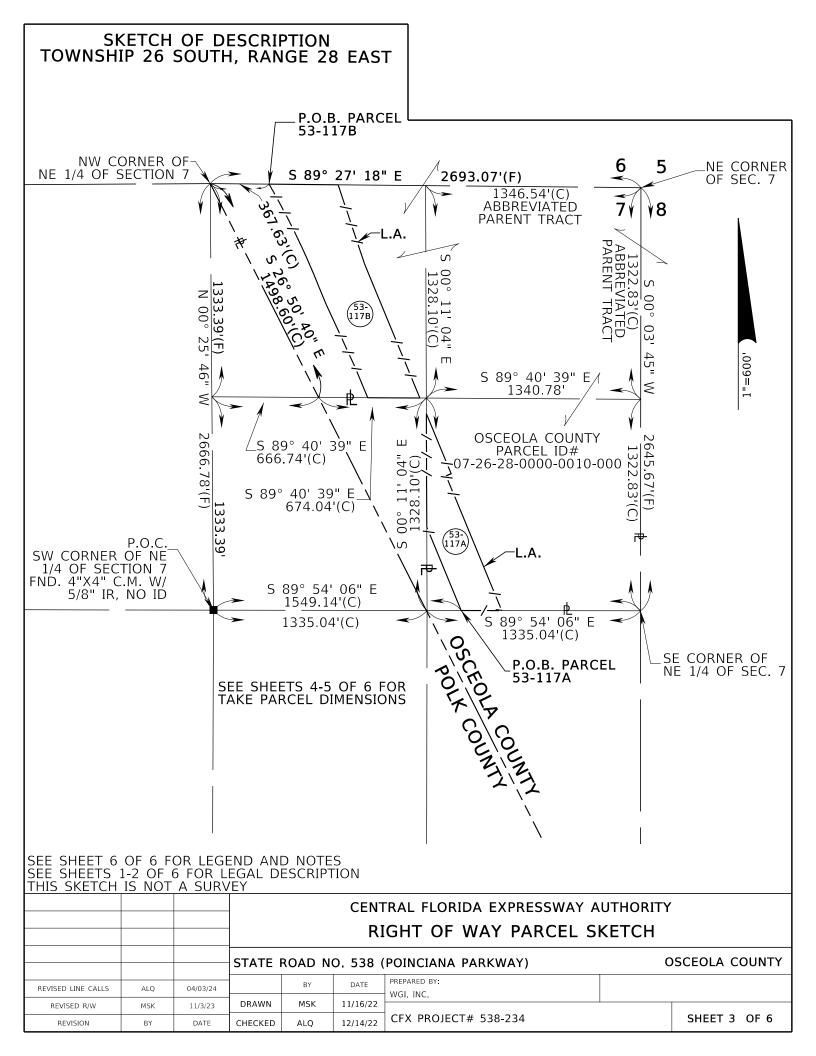
COMMENCE at a 4" by 4" concrete monument with a 5/8" iron rod with no identification marking the Southwest corner of the Northeast quarter of Section 7, Township 26 South, Range 28 East, Polk County, Florida; thence North 00°25'46" West, along the West line of said Northeast quarter, a distance of 2666.78 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.

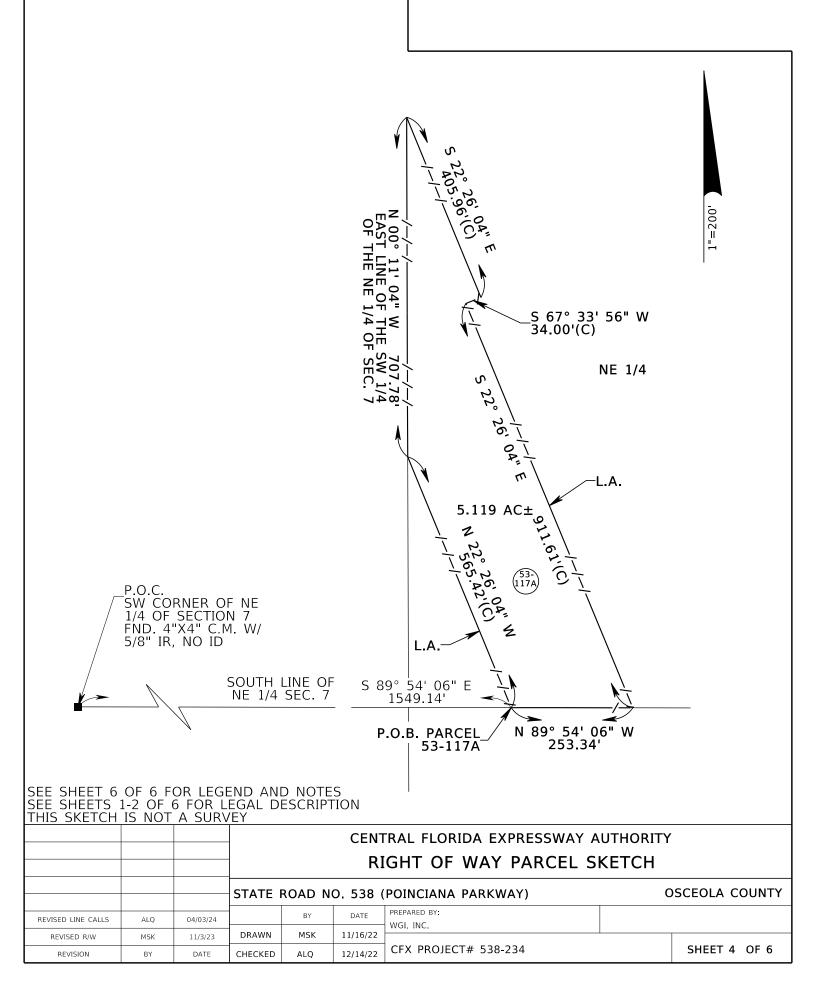
Containing 10.803 Acres, more or less.

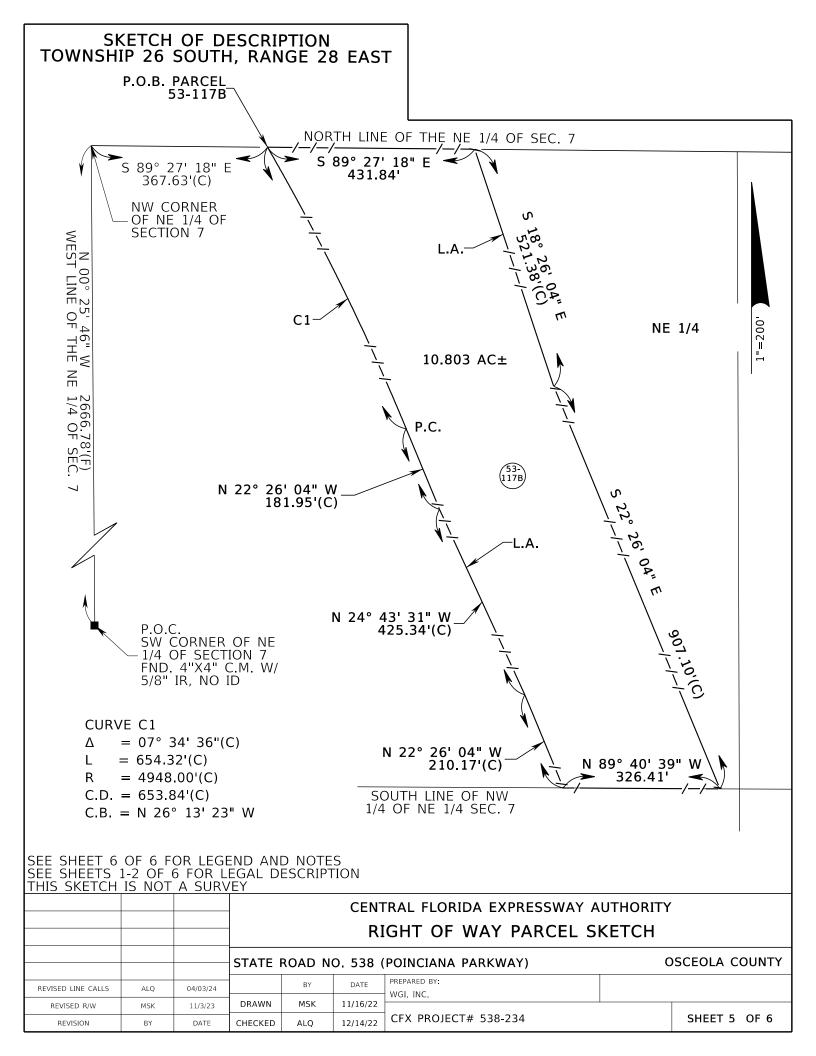
SEE SHEETS 3-5 OF 6 FOR SKETCH OF DESCRIPTION SEE SHEET 6 OF 6 FOR LEGEND AND NOTES

						RAL FLORIDA EXPRESSWAY A		
			STATE I	ROAD N	0.538 (POINCIANA PARKWAY)	С	SCEOLA COUNTY
REVISED DESCRIPTIONS	ALQ	04/03/24		BY	DATE	PREPARED BY: WGI, INC.		
REVISED R/W	MSK	11/3/23	DRAWN	MSK	11/16/22	Woi, INC.		
REVISION	BY	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234		SHEET 2 OF 6



SKETCH OF DESCRIPTION TOWNSHIP 26 SOUTH, RANGE 28 EAST





SKETCH OF DESCRIPTION

LEGEND:

AC = ACRES C.B. = CHORD BEARING C.D. = CHORD DISTANCE COR = CORRER C.M. = CONCRETE MONUMENT EXIST = EXISTING FND = FOUND ID = IDENTIFICATION L = CURVE LENGTH/ LA. = LIMITED ACCESS RIGHT OF WAY LB = LICENSED BUSINESS NADB3 = NORTH AMERICAN DATUM OF 1983 N&D = NALE & DISK O.R.B. = OFFICIAL RECORDS BOOK p = PROPERTY LIME P.B. = PLAT BOOK P.O.B. = POINT OF ECGINNING P.O.C. = POINT OF COMMENCEMENT P.C. = SECTION T.B. = TANGENT BEARING W/ = WITH $ \Delta$ = DELTA/CENTRAL ANGLE = = RW LINE P.F. = PREPETUAL 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 NADB3, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE. 3. 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 SARVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN. 3. PARCEL INFORMATION SHOWN MEREON SUBJENTISTIATE PLANE COORDINATES, FLORIDA EAST ZONE. 3. PARCEL INFORMATION SHOWN MEREON SUBJENTISTIATE PLANE COORDINATES, FLORIDA EAST ZONE. 3. PARCEL INFORMATION SHOWN MEREON SUBJENTISTIATE PLANE COORDINATES, FLORIDA EAST ZONE. 3. PARCEL INFORMATION SHOWN MEREON SUBJENTISTIATE PLANE COORDINATES, FLORIDA EAST ZONE. 3. PARCEL INFORMATION SHOWN MEREON SUBJENTISTIC THIS SKETCH ACCEDVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH PLORED MARKING J. 2023 AT B:00 AM AND UPDATED MARCH 11, 2024 AT B:00 AM, AS PREPARED BY AMERICAN GOVERNMENT SEE SHEETS 3.5 OF 6 FOR SKETCH OF DESCRIPTION SEE SHEETS 3.5 OF 6 FOR SKETCH OF DESCRIPTION SEE SHEETS 3.5 OF 6 FOR SKETCH OF DESCRIPTION SEE SHEETS 3.5 OF 6 FOR											
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$ \begin{array}{rcl} LB &= & LICENSED BUSINESS \\ NADB3 &= & NORTH AMERICAN DATUM \\ OF 1983 \\ N&D &= & NAIL & DISK \\ O.R.B. &= & OFFICIAL RECORDS BOOK \\ \hline \\ &= & PROPERTY LINE \\ P.B. &= & PLAT BOOK \\ P.O.B. &= & POINT OF COMMENCEMENT \\ P.C. &= & RADIUS \\ R.W &= & RAGE/PAGES \\ R &= & RADIUS \\ R.W &= & RIGHT OF WAY \\ SEC. &= & SECTION \\ T.B. &= & TANGENT BEARING \\ W' &= & WITH \\ A &= & DELTA/CENTRAL ANGLE \\ \hline \\ \hline &= & - & - & = \\ PROPERTUAL EASEMENT LINE \\ \hline \\ \hline &= & - & - & = \\ PROPERTUAL EASEMENT LINE \\ \hline \\ 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°0345° WEST, \\ BASED ON NADB3, 2011 ADJUSTMENT STATE PLANE CONDINIATES, 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 30361-117/118 DATED OCTOBER 26, 2020 AT 8:00 AM, UPDATED BY AGSC FILE NUMBER 30361-117/118 DATED OCTOBER 26, 2020 AT 8:00 AM, MADU UPDATED MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION. SEE SHEETS 3-5 0F 6 FOR SKETCH OF DESCRIPTION THE SKETCH IS NOT A SURVEY THE ADDATED OCTOBER 26, 2020 AT 8:00 AM, AND UPDATED MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION. SEE SHEETS 3-5 0F 6 FOR SKETCH OF DESCRIPTION THE SKETCH IS NOT A SURVEY THE ADDATED OCTOBER 26, 2020 AT 8:00 AM, AND UPDATED MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION. SEE SHEETS 3-5 0F 6 FOR SKETCH OF DESCRIPTION THE SKETCH IS NOT A SURVEY THE ADDATED OCTOBER 26, 2020 AT 8:00 AM, AN$					ACCESS	monn					
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ON THE DATE OF DIGITAL SIGNATURE CHECKED ALQ 12/14/22 CFX PROJECT# 538-234 SHEET 6 OF 6	THE SEAL O	N THIS DO		WAS	DRAWN	MSK	11/16/22			I	
	ON THE DAT	E OF DIG	ITAL SIG	NATURE	CHECKED	ALQ	12/14/22		יורכו# 230-234		SHEEL 0 UF 0

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

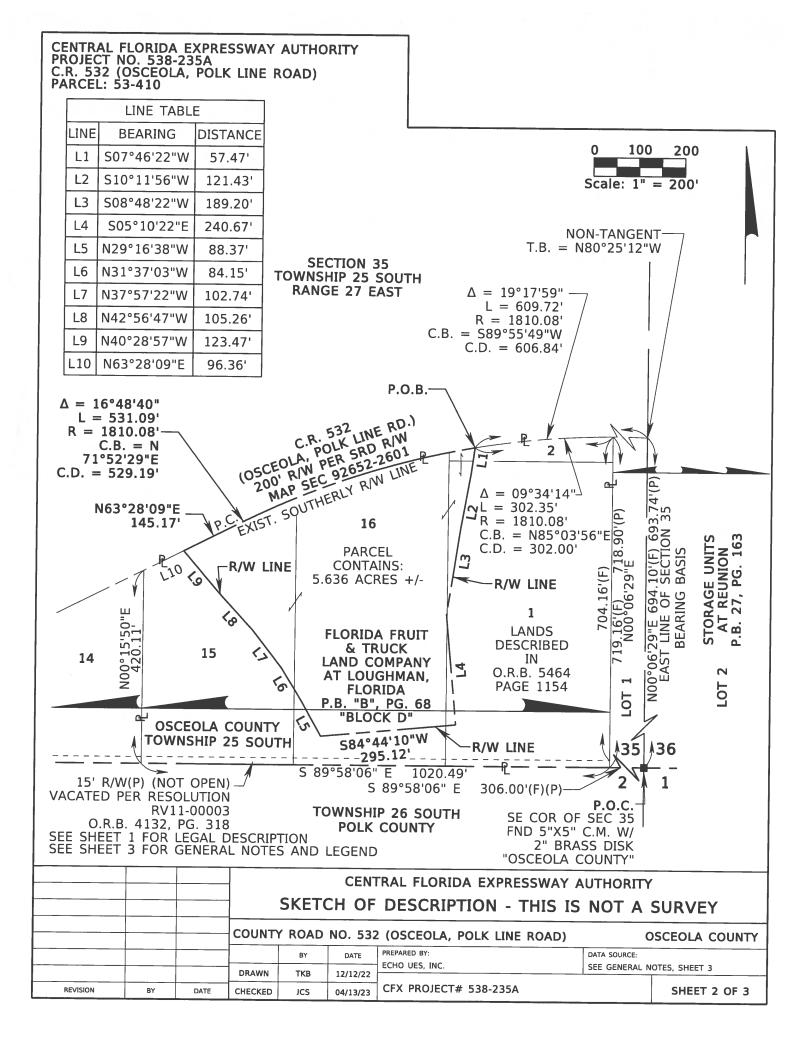
LEGAL DESCRIPTION

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.

				SKET		TRAL FLORIDA EXPRESSWAY		
			СОИИТ	Y ROAD) NO. 53	32 (OSCEOLA, POLK LINE ROAD))	POLK COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
			DRAWN	ткв	12/12/22	ECHO UES, INC.	SEE GENERAL NO	DTES, SHEET 3
REVISION	BY	DATE	CHECKED	JCS	04/13/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3



LEGEND:

AC	=	ACRES	Р.В.	=	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	1 314	-	MAPPER
EXIST.	=	EXISTING	R		
(F)	=	FIELD DATA		-	RADIUS
FND	_	FOUND	RD.	=	ROAD
			R/W	=	RIGHT OF WAY
ID	=	IDENTIFICATION	SEC	=	SECTION
LB	=	LICENSED BUSINESS	S.R.	=	STATE ROAD
L	_	LENGTH	SRD	=	STATE ROAD DEPARTMENT
NAD83	=	NORTH AMERICAN	Т.В.	=	TANGENT BEARING
		DATUM OF 1983	W/	=	WITH
N&D		NAIL & DISK	Δ	=	DELTA
O.R.B.	=	OFFICIAL RECORDS BOOK	+/-	=	MORE OR LESS
P_	=	PROPERTY LINE	· /	=	R/W LINE
(P)	=	PLAT DATA		_	IV AA FTIMF
N 7 2					

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 HE I HEREBY CERTIFY THAT THIS SKEICH OF DESCRIPTION IS IN ACCORDANCE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE.

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יוווווווווווייל MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560 NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSEDGUEVE FOR

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

			-	SKET		TRAL FLORIDA EXPRESSWAY		
			COUNT	Y ROAD	NO. 532	2 (OSCEOLA, POLK LINE ROAD)	(DSCEOLA COUNTY
			-	BY	DATE	PREPARED BY:	DATA SOURCE:	
GENERAL NOTE 3	JCS	04/05/24	DRAWN	ткв	12/09/22	ECHO UES, INC.	SEE GENERAL	NOTE 3
REVISION	BY	DATE	CHECKED	JCS	04/13/23	CFX PROJECT# 538-235A		SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-450 PURPOSE: RIGHT-OF-WAY ESTATE: FEE SIMPLE

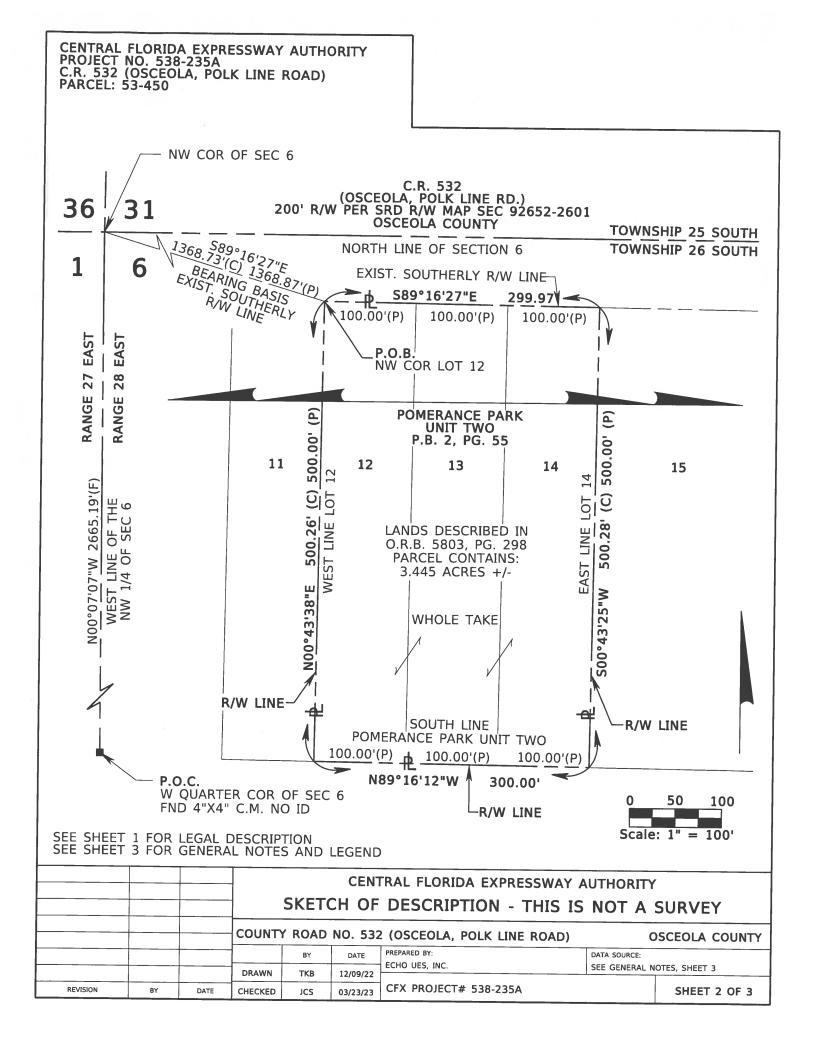
LEGAL DESCRIPTION

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.

			-	SKET		TRAL FLORIDA EXPRESSWAY		
			СОЛИ	TY ROAD	D NO. 53	2 (OSCEOLA, POLK LINE ROAD)	POLK COUNTY
			-	BY	DATE	PREPARED BY:	DATA SOURCE:	
			DRAWN	ТКВ	12/04/22	ECHO UES, INC.	SEE GENERAL NO	OTES, SHEET 3
REVISION	BY	DATE	CHECKED	JCS	03/23/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3



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
PL	=	PROPERTY LINE	+/-	=	MORE OR LESS
(P)	=	PLAT DATA —		=	R/W LINE

GENERAL NOTES:

- 1. 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.
- 3. 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 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FLORIDA NOT VA AND MA	MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560 NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSE DISHNEYEYOR AND MAPPER.								
SEE SHEET 1 SEE SHEET 2	FOR L	EGAL D KETCH	ESCRIPT	TON CRIPTIO	N				
			-		CENT	RAL FLORIDA EXPRESSWAY	AUTHORITY	,	
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY	
			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	12/09/22	ECHO UES, INC.	SEE GENERAL N	OTE 3	
RÉVISION	BY	DATE	CHECKED	JCS	03/23/23	CFX PROJECT# 538-235A		SHEET 3 OF 3	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-480 PURPOSE: RIGHT-OF-WAY ESTATE: FEE SIMPLE

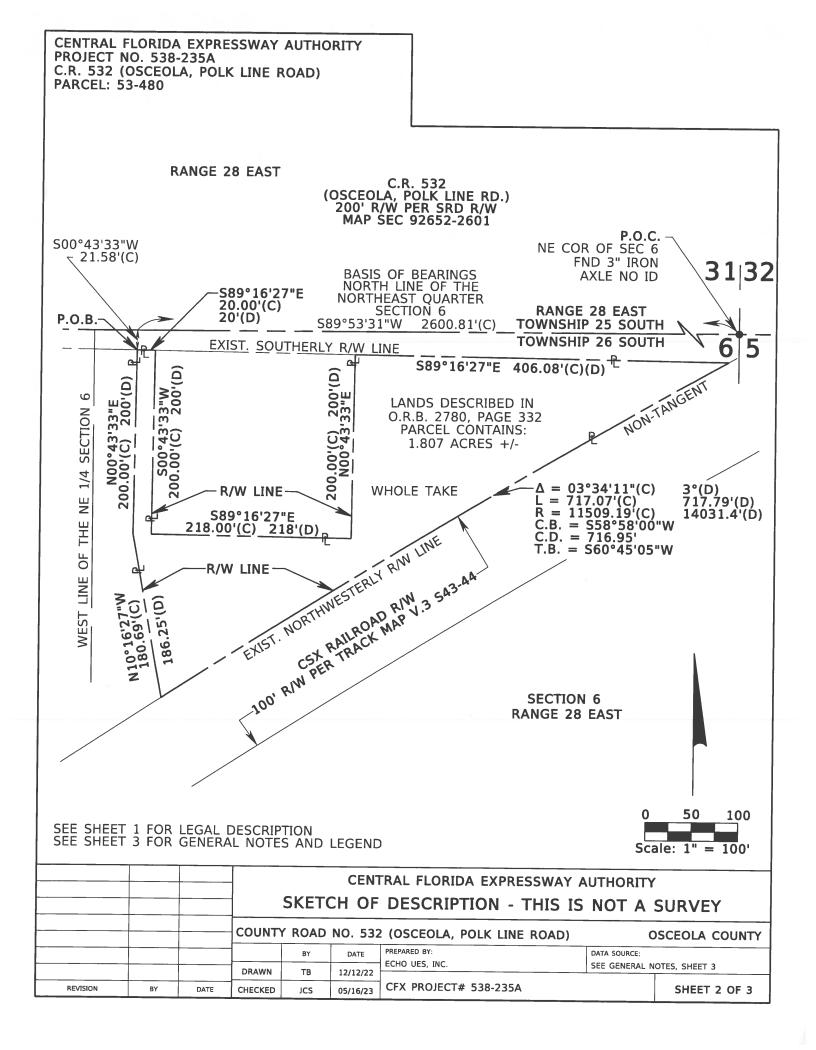
LEGAL DESCRIPTION

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.

				SKET		TRAL FLORIDA EXPRESSWAY F DESCRIPTION - THIS I		
				Y ROAD	D NO. 53	32 (OSCEOLA, POLK LINE ROAD)	0	SCEOLA 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



CENT	CT NO. 5	IDA 38-2	EXPRESSWAY AUTHORITY							
C.R. 5	32 (OSCE L: 53-480	OLA	A, POLK LINE ROAD)							
	LEGEN	D:								
	AC	=	ACRES							
	(C)	=	CALCULATED DATA							
	C.B.	=	CHORD BEARING		P		PROPERTY LINE			
	C.D.	=	CHORD DISTANCE				POINT OF BEGINNING			
	COR	=	CORNER		P.O.C.	=	POINT OF COMMENCEMENT			
	C.R.	=	COUNTY ROAD		PSM	=	PROFESSIONAL SURVEYOR &			
	CSX	_	CHESSIE SEABOARD				MAPPER			
			CONSOLIDATED		R	=	RADIUS			
	(D)	=	DEED DATA		RD.	=	ROAD			
	EXIST.	=	EXISTING		R/W	=	RIGHT OF WAY			
	(F)	=	FIELD DATA		SEC	=	SECTION			
	FND	=	FOUND		SRD		STATE ROAD DEPARTMENT			
5	ID	=	IDENTIFICATION		T.B.	=	TANGENT BEARING			
	L	=	LENGTH		W/	=	WITH			
	LB	=	LICENSED BUSINESS		Δ	=	DELTA			
	NAD83		NORTH AMERICAN		+/-	=	MORE OR LESS			
			DATUM OF 1983			=	R/W LINE			
	O.R.B.	=	OFFICIAL RECORDS BOOK							
GE	NERAL NO	OTE	S:							
1.	BEARING	ss s	HOWN HEREON ARE BASE				OF THE NORTHEAST QUARTER			
	OF SECT	ION	6. TOWNSHIP 26 SOUTH.	RANGE 2	8 FAST A		FING SOUTH 80°53'31" WEST			
	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 SKI	ETC	H OF DESCRIPTION IS NOT	A SURVE	Y, NO CO	RNE	ERS WERE SET OR			
	RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.									
3.	PREPARE	ED V	WITH THE BENEFIT OF A PR	OPERTY			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 PHE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

TOIM PROPERTY LS 8550 m 4 DATE: MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560 NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED STATE OF FLORIDA **EYOR** AND MAPPER. โปกับเป 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: BY DATE DATA SOURCE: ECHO UES, INC. SEE GENERAL NOTE 3 DRAWN ТΒ 12/12/22 **GENERAL NOTE 3** JCS 04/05/24 CFX PROJECT# 538-235A REVISION BY DATE SHEET 3 OF 3 CHECKED JCS 05/16/23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY 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.

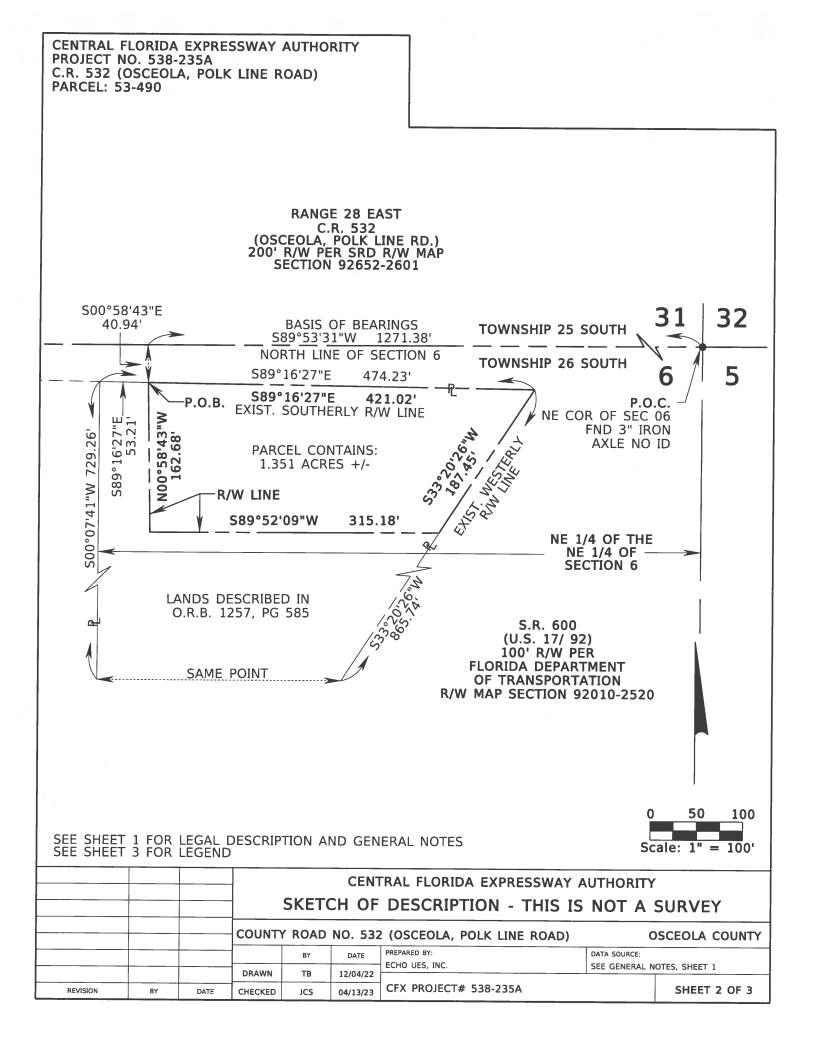
CONTAINING 1.351 ACRES, MORE OR LESS.

GENERAL NOTES:

- 1. 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

			-	SKET		TRAL FLORIDA EXPRESSWA		
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROA	AD)	POLK COUNTY
			1	BY	DATE	PREPARED BY:	DATA SOURCE:	
GENERAL NOTE 3	JCS	04/05/24	DRAWN	ткв	12/04/22	ECHO UES, INC.	SEE GENERAL NO	DTE 3
REVISION	BY	DATE	CHECKED	JCS	04/13/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3



LEGEND:

AC	= ACRES	R	= PROPERTY LINE
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 & 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 00DE PURSUANT TO \$ECTION 472.027, FLORIDA STATUTES.

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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 SEE SHEET :	1 FOR L 2 FOR S	EGAL DE KETCH (ESCRIPT DF DESC	ION AN CRIPTIO	D GENE	RAL NOTES							
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	Y ROAD	NO. 532	2 (OSCEOLA, POLK LINE ROAD)	C	SCEOLA COUNTY					
				BY	DATE	PREPARED BY:	DATA SOURCE:						
			DRAWN	ТВ	12/04/22	ECHO UES, INC.	SEE GENERAL N	IOTES, SHEET 1					
REVISION	BY	DATE	CHECKED	JCS	04/13/23	CFX PROJECT# 538-235A		SHEET 3 OF 3					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-701 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

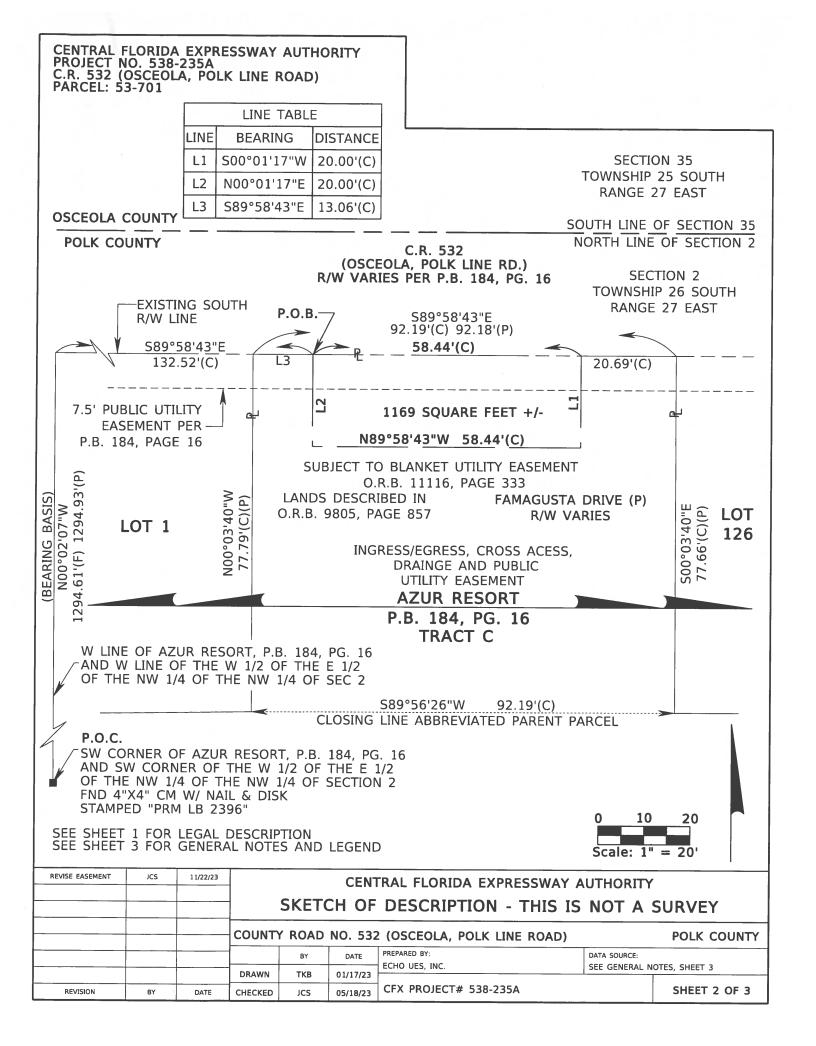
LEGAL DESCRIPTION

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.

REVISE DESCRIPTION JCS 11/22/23 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: BY DATE SEE GENERAL NOTES, SHEET 3 ECHO UES, INC. DRAWN ткв 01/17/23 CFX PROJECT# 538-235A SECTION N/A SHEET 1 OF 3 REVISION DATE CHECKED 05/18/23 BY JCS



LEGEND:

AC	=	ACRES	P	=	PROPERTY LINE	
(C)		CALCULATED DATA	(P)	=	PLAT DATA	
С.В.	=	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	
СМ	=	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	Т.В.	=	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 3. 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 IN ACCORDANCE WITH THE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE IST. INTERNET N. PA PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J Wattre

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Sirvayor and

MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560 NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MADDER

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION	
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			-	SKET		TRAL FLORIDA EXPRESSWAY						
			COUNT	ROAD	NO. 532	2 (OSCEOLA, POLK LINE ROAD)		POLK COUNTY				
				BY	DATE	PREPARED BY:	DATA SOURCE:					
GENERAL NOTE 3	JCS	04/16/24	DRAWN	VN TKB 01/17/23 ECHO UES, INC. SEE GENERAL NOTE 3								
REVISION	BY	DATE	CHECKED	D JCS 05/18/23 CFX PROJECT# 538-235A SHEET 3 OF 3								

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-702 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.

			_	SKET		TRAL FLORIDA EXPRESSWAY							
			COUNT	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 N	OTES, SHEET 5					
REVISION	BY	DATE	CHECKED	JCS	08/16/23	CFX PROJECT# 538-235A S	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 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

LEGAL DESCRIPTION

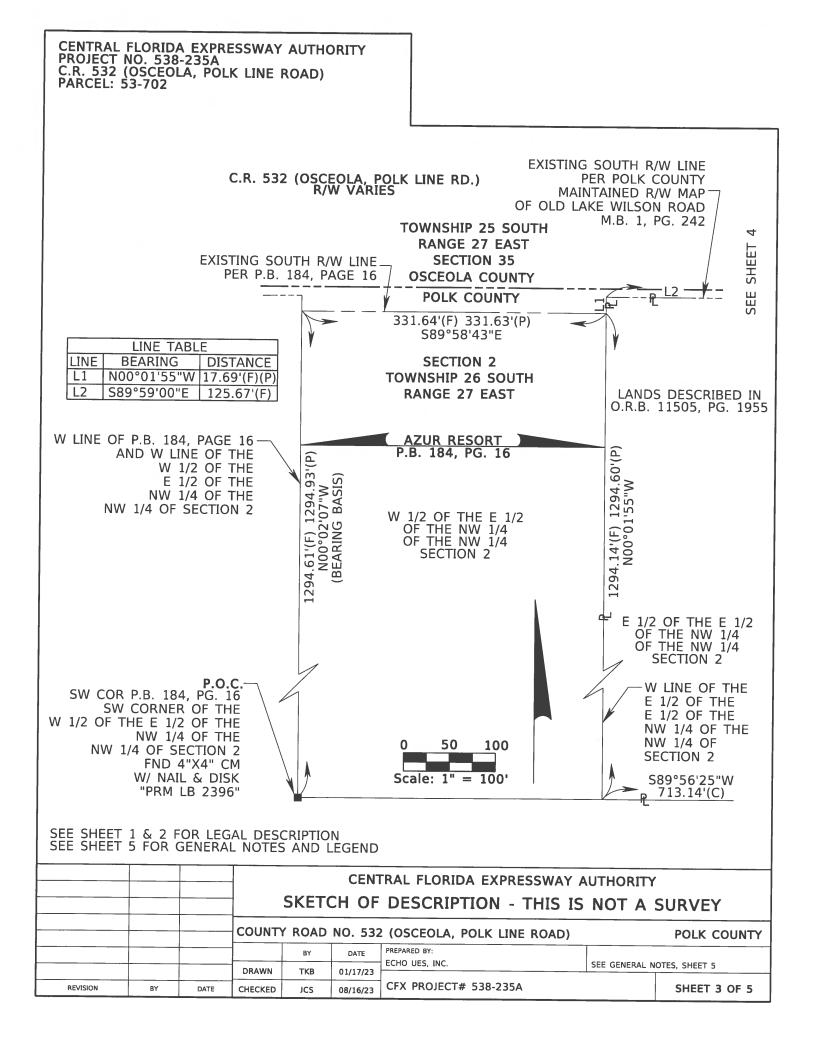
PART B

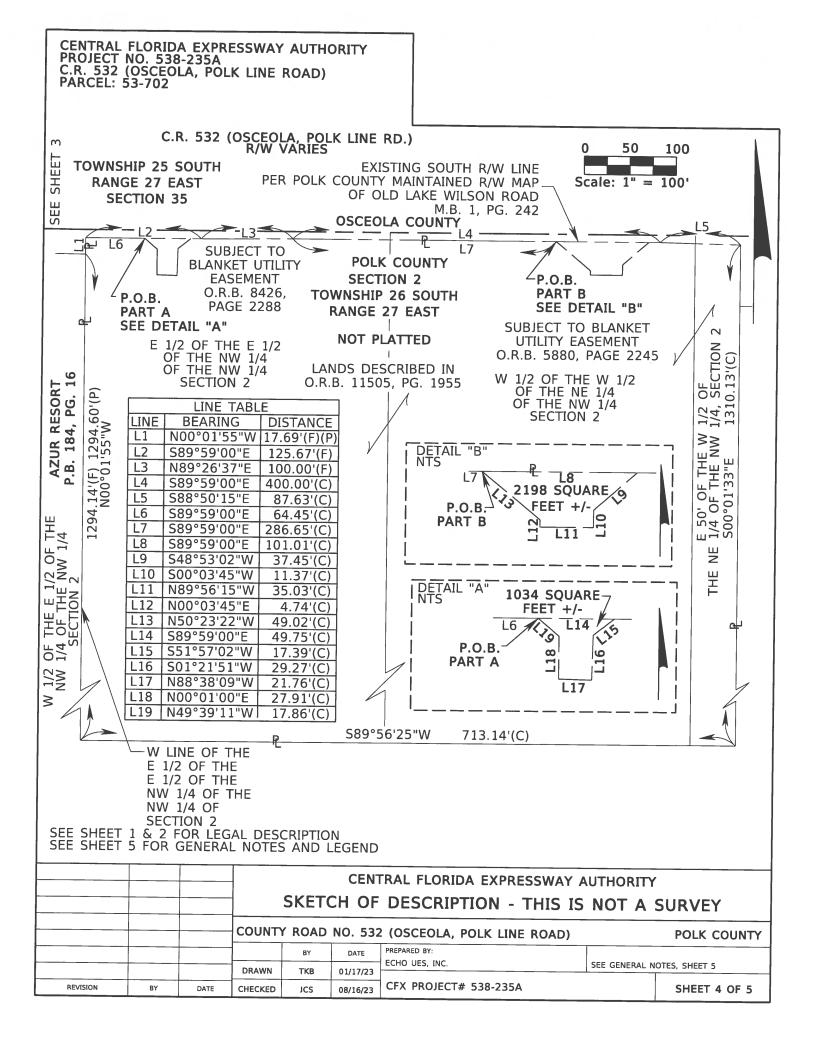
A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11505, PAGE 1955, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.

			_	SKET		TRAL FLORIDA EXPRESSWAY		i i					
			COUNT	COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) POLK COUNTY									
			-	BY	DATE	PREPARED BY:	DATA SOURCE:						
			DRAWN	DRAWN TKB 01/17/23 ECHO UES, INC. SEE GENERAL NOTES, SHEET 5									
REVISION	BY	DATE	CHECKED	JCS	08/16/23	CFX PROJECT# 538-235A S	SECTION N/A	SHEET 2 OF 5					





LEGEND:

AC (C) C.B. C.D. COR C.R. CM (D) EXIST. (F) FND ID L LB M.B. NAD83 NTS O.R.B.	ACRES CALCULATED DATA CHORD BEARING CHORD DISTANCE CORNER COUNTY ROAD CONCRETE MONUMENT DEED DATA EXISTING FIELD DATA FOUND IDENTIFICATION LENGTH LICENSED BUSINESS MAP BOOK NORTH AMERICAN DATUM OF 1983 NOT TO SCALE OFFICIAL RECORDS BOOK	Γ (P) P.B. PG. P.O.B. P.O.C. PSM R RD. R/W SEC SRD T.B. W/ Δ +/-	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	

GENERAL NOTES:

- 1. 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 2. 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 30361-402 & 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 THE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE/GODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MULT U CHILINAN DATE: TI ID LUCH MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560 NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR

SEE SHEET 1 & 2 FOR LEGAL DESCRIPTION SEE SHEET 3 & 4 FOR SKETCH OF DESCRIPTION

			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	r ROAD	NO. 532	2 (OSCEOLA, POLK LINE	ROAD)	POLK COUNTY					
		<u> </u>		BY	DATE	PREPARED BY:	DATA SOURCE:						
GENERAL NOTE 3	JCS	04/05/24	DRAWN	ткв	01/17/23	ECHO UES, INC.	SEE GENERAL NO	DTE 3					
REVISION	BY	DATE	CHECKED	JCS	08/16/23	CFX PROJECT# 538-235A		SHEET 5 OF 5					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-704 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

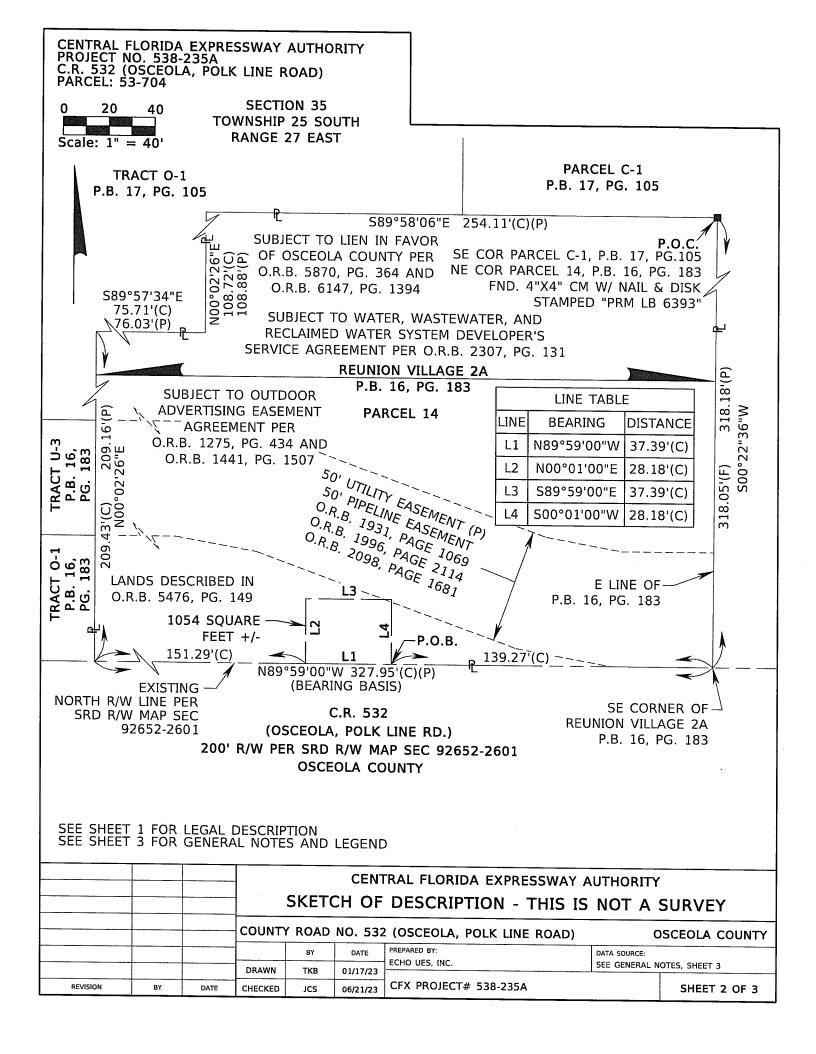
LEGAL DESCRIPTION

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.

				SKET		TRAL FLORIDA EXPRESSWA		1
			COUNT	Y ROAD	D NO. 53	2 (OSCEOLA, POLK LINE ROA	D) C	SCEOLA COUNTY
			-	BY	DATE	PREPARED BY:	DATA SOURCE:	
			DRAWN	ткв	01/17/23	ECHO UES, INC.	SEE GENERAL N	OTES, SHEET 3
REVISION	BY	DATE	CHECKED	JCS	05/18/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3



LEGEND:

AC (C) C.B.	=	ACRES CALCULATED DATA CHORD BEARING	ዋ (P) P.B.	=	PROPERTY LINE PLAT DATA 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	PRM	=	PERMANENT REFERENCE
(D)	=	DEED DATA			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.	=	ΜΑΡ ΒΟΟΚ	SRD	=	STATE ROAD DEPARTMENT
NAD83	=	NORTH AMERICAN	Т.В.	=	TANGENT BEARING
		DATUM OF 1983	W/	=	WITH
NTS	=	NOT TO SCALE	Δ	=	DELTA
O.R.B.	=	OFFICIAL RECORDS BOOK	+/-	=	MORE OR LESS

NOTES:

- 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.
- 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 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 GODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FLOR	MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560 NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENTER SURVEYOR AND MAPPER.											
SEE SHEET 2	SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION											
			-		CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY					
				SKETO	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY				
			COUNT	r Road	NO. 532	2 (OSCEOLA, POLK LINE ROAD)	C	SCEOLA COUNTY				
				BY	DATE	PREPARED BY: ECHO UES, INC.	DATA SOURCE:					
GENERAL NOTE 3	JCS	04/05/24	DRAWN	ТКВ	01/17/23		SEE GENERAL N	OTE 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

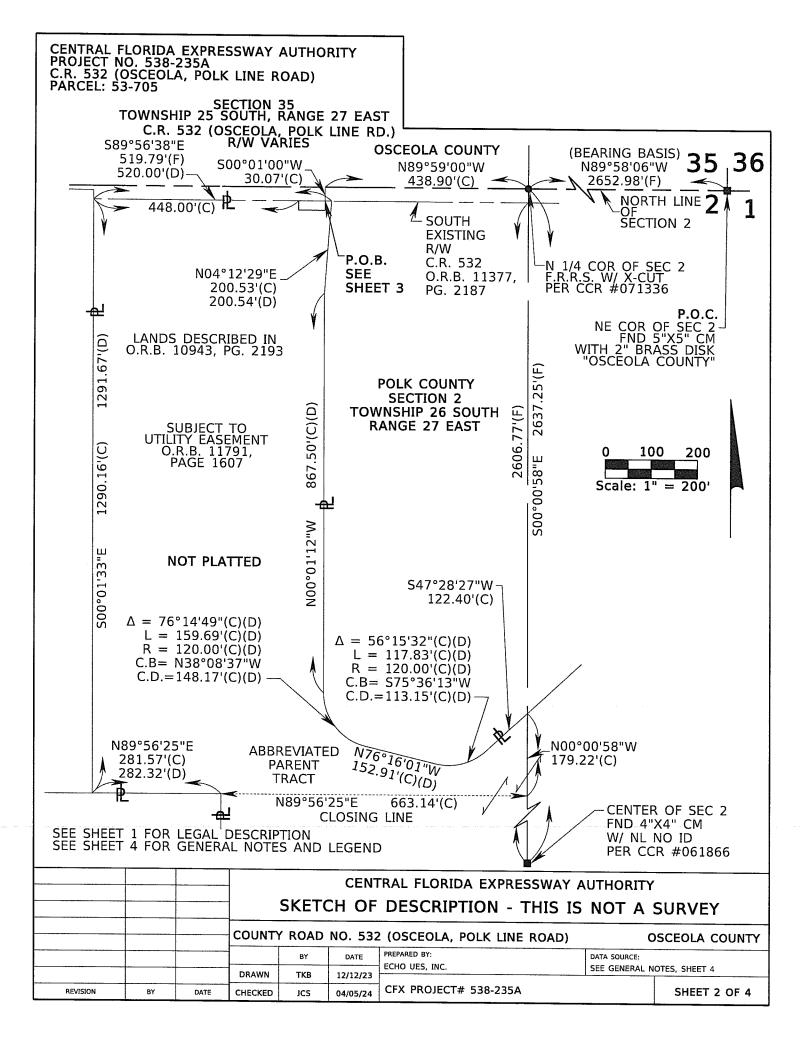
LEGAL DESCRIPTION

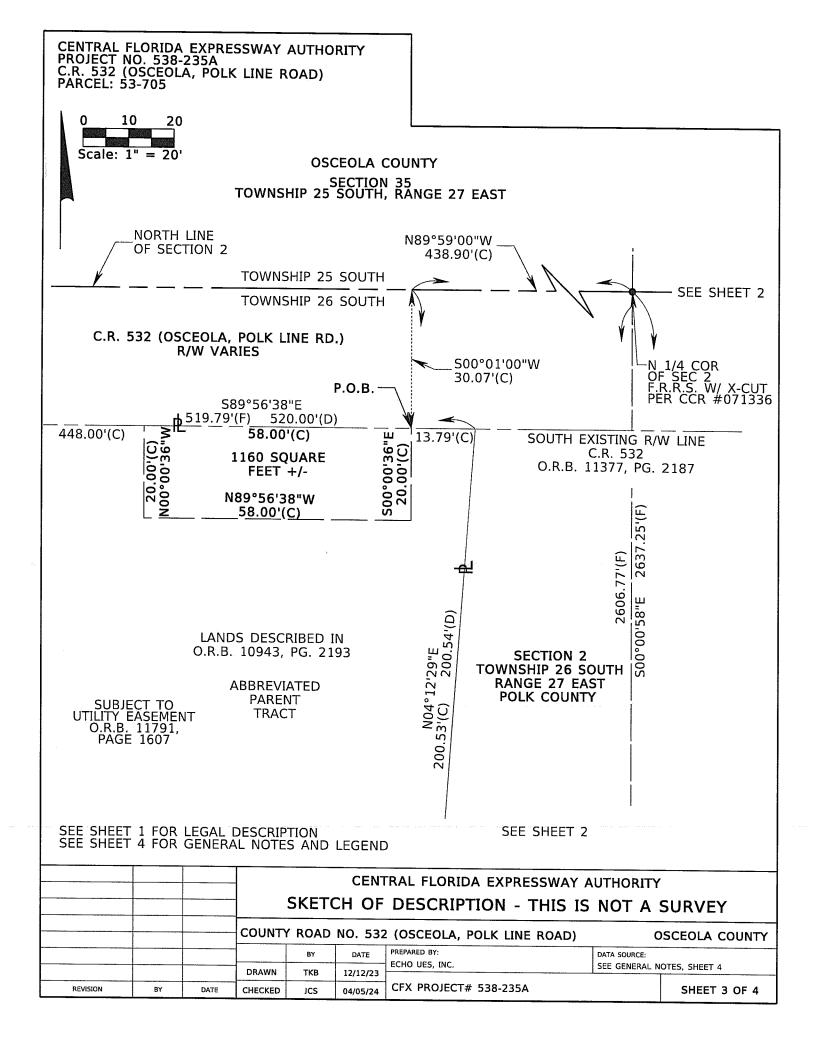
A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10943, PAGE 2193, LYING IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.

			-	SKET		TRAL FLORIDA EXPRESSWA		SURVEY
			COUNT	Y ROAD	D 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	TES, SHEET 4
REVISION	BY	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 LEGEND: AC = ACRES (C) = CALCULATED DATA = **PROPERTY LINE** C.B. = CHORD BEARING (P) = PLAT DATA CERTIFIED CORNER RECORD CCR P.B. = PLAT BOOK CHORD DISTANCE C.D. PG. PAGE = COR = CORNER P.O.B. POINT OF BEGINNING = C.R. COUNTY ROAD P.O.C. POINT OF COMMENCEMENT = CM == CONCRETE MONUMENT PRM = PERMANENT REFERENCE (D) = DEED DATA MONUMENT EXIST. EXISTING _ **PSM** PROFESSIONAL SURVEYOR & = **FIELD DATA** (F) = MAPPER F.R.R.S. = FOUND RAILROAD SPIKE R = RADIUS FND FOUND _ RD. = ROAD ID **IDENTIFICATION** = R/W = **RIGHT OF WAY** LENGTH L = SEC = SECTION LB LICENSED BUSINESS = SRD = STATE ROAD DEPARTMENT NAD83 = NORTH AMERICAN T.B. = TANGENT BEARING DATUM OF 1983 W/ = WITH NTS NOT TO SCALE = Δ = DELTA **OFFICIAL RECORDS BOOK** O.R.B. = +/-MORE OR LESS = **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. 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 30361-405, 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, WITHIN THE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE S. J. LS 6560 TEP PURSUANT TO SECTION 472.027, FLORIDA STATUTES. um DATE: HANNIN MICHAEL W. PATTERSON, PSM Protestel STATE OF FLORIDA FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560 NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SUBJECTOR AND MAPPER. 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 COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) **OSCEOLA COUNTY** PREPARED BY: DATA SOURCE: BY DATE ECHO UES, INC. SEE GENERAL NOTE 3 DRAWN TKB 12/12/23

CFX PROJECT# 538-235A

SHEET 4 OF 4

REVISION

BY

DATE

CHECKED

JCS

04/05/24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-708 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

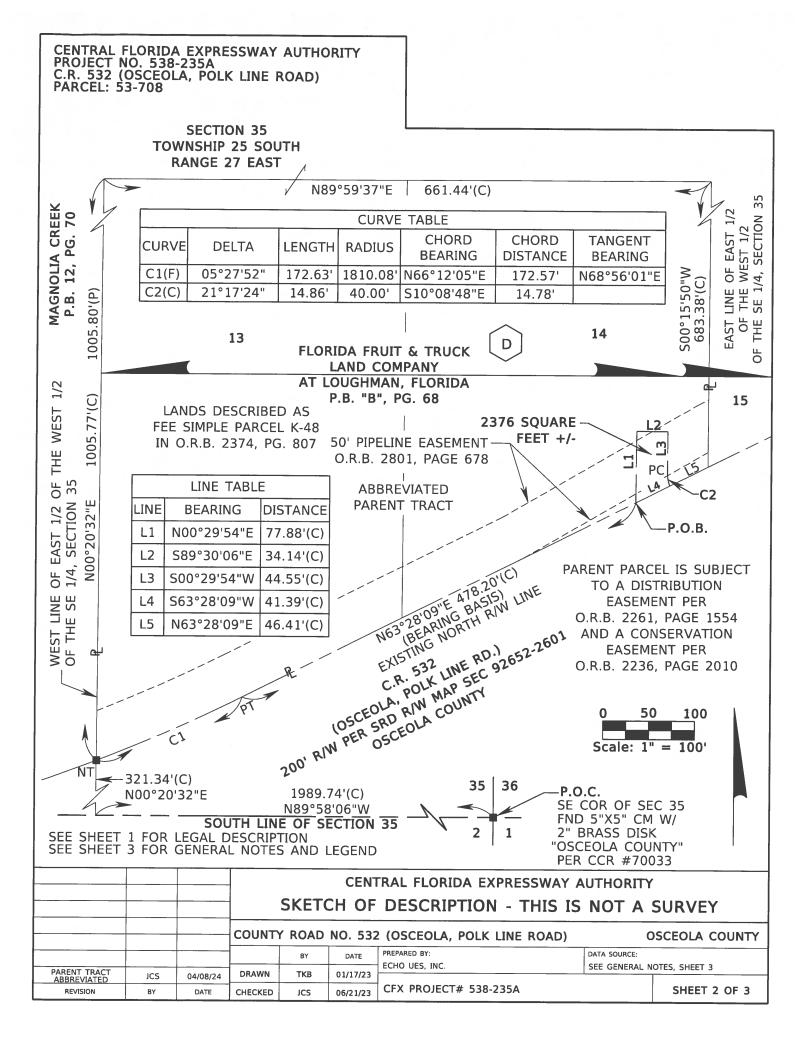
LEGAL DESCRIPTION

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.

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUN									
				BY	DATE	PREPARED BY:	DATA SOURCE:					
			DRAWN	ткв	01/17/23	ECHO UES, INC.	SEE GENERAL N	IOTES, SHEET 3				
REVISION	BY	DATE	CHECKED	JCS	06/21/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3				



LEGEND:

REVISION

BY

DATE

CHECKED

JCS

06/21/23

AC (C) C.B. C.D. COR C.R. CM (D) EXIST. (F) FND ID L LB		ACRES CALCULATED DATA CHORD BEARING CHORD DISTANCE CORNER COUNTY ROAD CONCRETE MONUMENT DEED DATA EXISTING FIELD DATA FOUND IDENTIFICATION LENGTH LICENSED BUSINESS	O.R.B. P. P.B. PG. P.O.B. P.O.C. PC PT PSM R RD. R/W		OFFICIAL RECORDS BOOK PROPERTY LINE PLAT DATA PLAT BOOK PAGE POINT OF BEGINNING POINT OF COMMENCEMENT POINT OF CURVATURE POINT OF TANGENCY PROFESSIONAL SURVEYOR & MAPPER RADIUS ROAD RIGHT OF WAY
LB M.B.	=	LICENSED BUSINESS MAP BOOK			
NAD83	_	NORTH AMERICAN	SEC SRD	=	SECTION STATE ROAD DEPARTMENT
30		DATUM OF 1983	T.B.	=	TANGENT BEARING
NTS	=	NOT TO SCALE	W/		WITH
GENERA	L NOT	ES:	∆ +/-	=	DELTA MORE OR LESS

- 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.
- 3. 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 4. 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.

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. NYAREL. 18 MICHAEL W. PATTERSON, PSM 1 111111 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560 Z NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED AND MAPPER. Surveyor and in 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: BY DATE ECHO UES, INC. SEE GENERAL NOTE 4 DRAWN ткв 01/17/23 **GENERAL NOTE 4** JCS 04/05/24

CFX PROJECT# 538-235A

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-709B PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

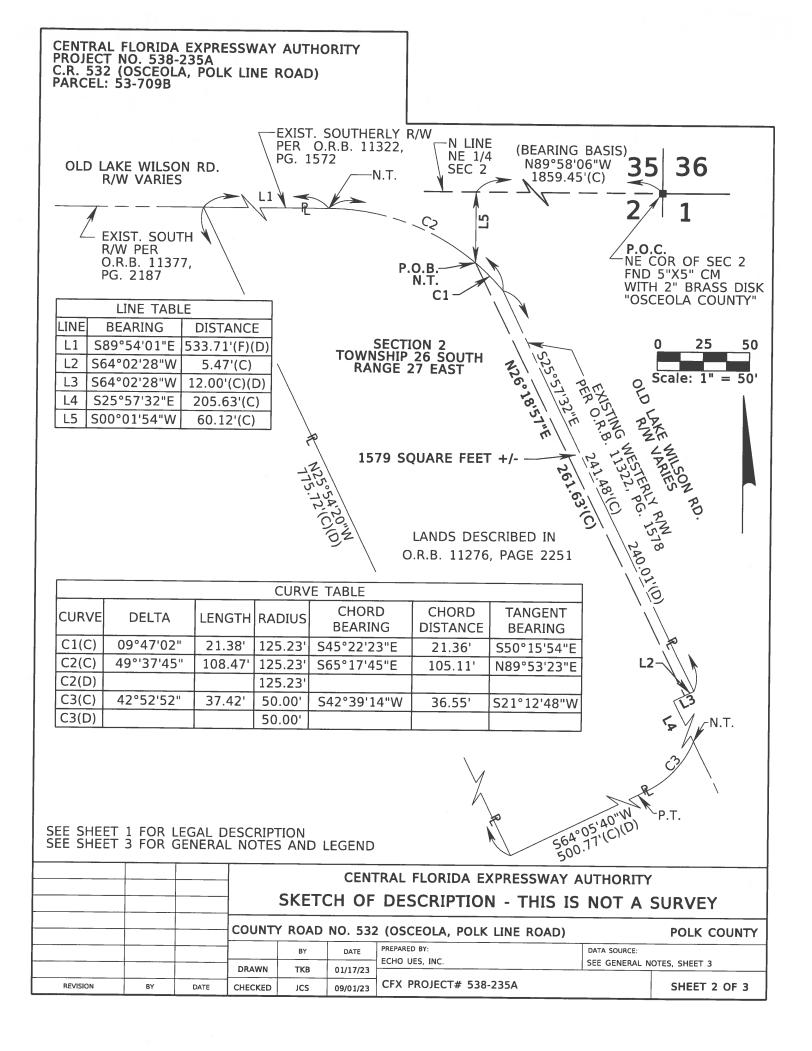
LEGAL DESCRIPTION

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" EAST, 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.

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
		<u> </u>	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					
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3			



LEGEND:

GENERAL NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 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 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 30361-409, 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.

Mun NK

DATE:

STATEO

FLORID

MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LION STAND 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									
			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	01/17/23	ECHO UES, INC.	SEE GENERAL NO	OTE 3					
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A		SHEET 3 OF 3					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-711 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

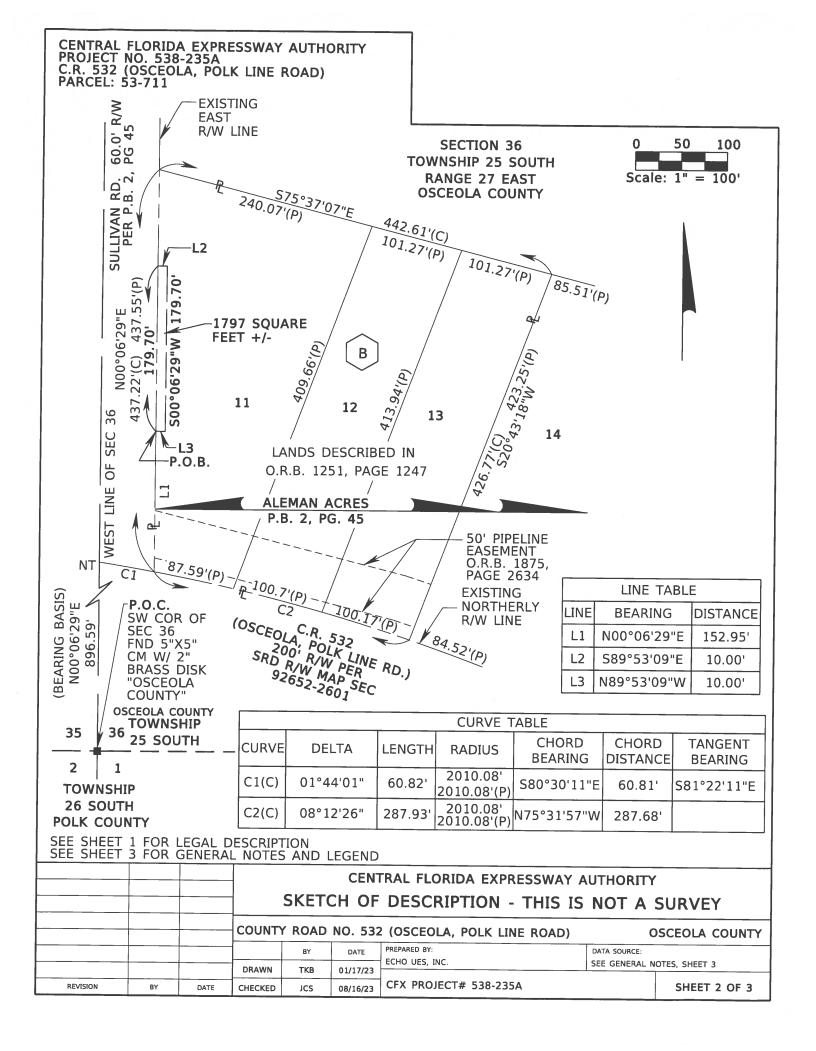
LEGAL DESCRIPTION

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.

			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			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 N	OTES, SHEET 3					
REVISION	BY	DATE	CHECKED	JCS	08/16/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3					



LEGEND:

AC	=	ACRES	O.R.B.		OFFICIAL RECORDS BOOK	
(C)	=	CALCULATED DATA	PL	=	PROPERTY LINE	
Ċ.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	=		R/W	_	RIGHT OF WAY	
		IDENTIFICATION	SEC	_		
L	=	LENGTH			SECTION	
LB	-	LICENSED BUSINESS	SRD	=	STATE ROAD DEPARTMENT	
M.B.	=	MAP BOOK	Т.В.	=	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:

REVISION

ΒY

DATE

CHECKED

ICS

08/16/23

- 1. 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 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.

Stopse News 13 6560 m DATE N MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560 13 STATE OF NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA AND MAPPER. W Duryayot 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: BY DATE ECHO UES, INC. SEE GENERAL NOTE 3 DRAWN ткв 01/17/23 **GENERAL NOTE 3** 04/05/24 JCS

CFX PROJECT# 538-235A

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-717 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.

			-	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:							
· · · · · · · · · · · · · · · · · · ·			DRAWN	ткв	01/17/23	ECHO UES, INC.	SEE GENERAL NO	DTES, SHEET 5						
REVISION	BY	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 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

LEGAL DESCRIPTION

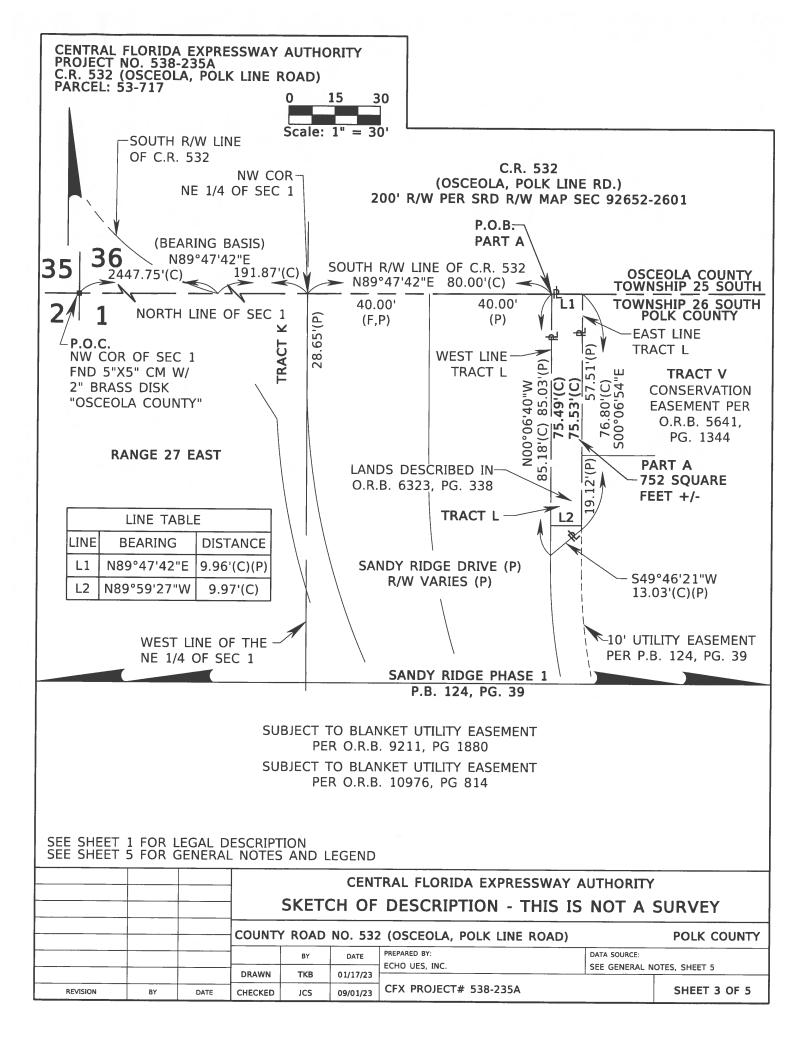
PART B

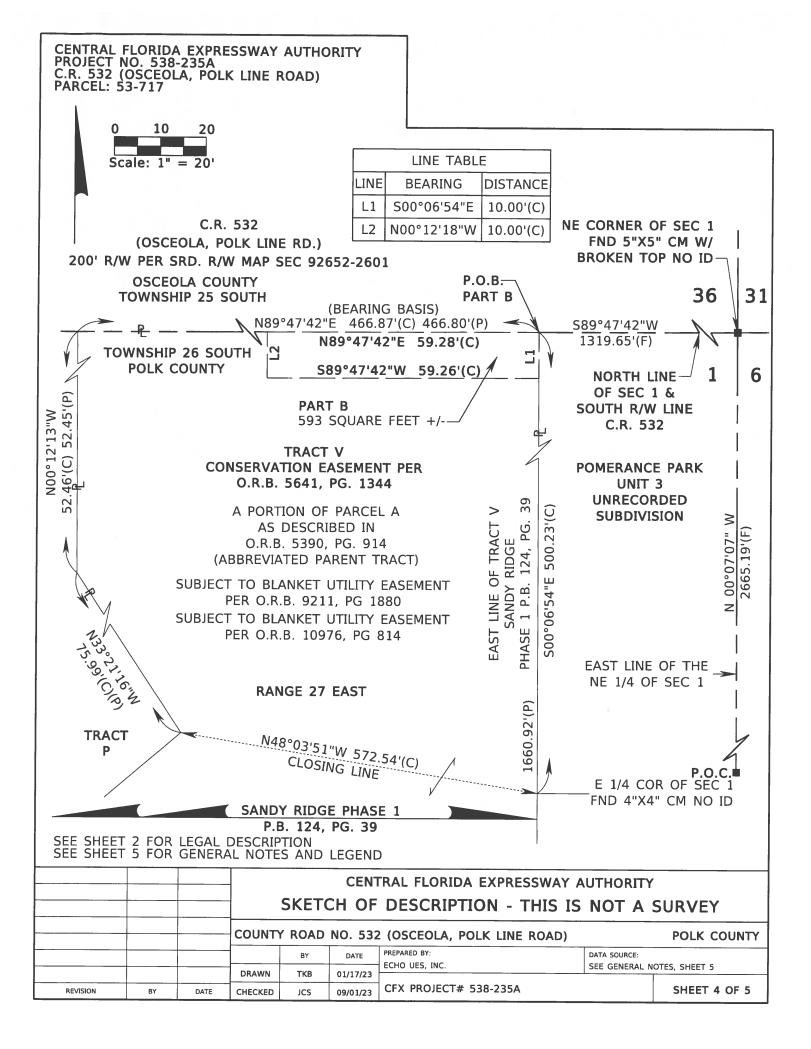
A PORTION OF TRACT V, SANDY RIDGE PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGE 39, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, ALSO BEING A PORTION OF PARCEL A AS DESCRIBED IN OFFICIAL RECORDS BOOK 5390, PAGE 914, PUBLIC 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.

				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 N	OTES, SHEET 5					
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 2 OF 5					





LEGEND:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 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.

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 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 STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FL	.ORIDA	ID WITH	SIONAL	. SURVE	EYOR A	DATE: 4 22 2024 ND MAPPER NO. 6560 TURE AND SEAL OF A FLORID	A LICENSE	Per No	
SEE SHEETS SEE SHEETS	SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION								
					CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY		
				SKETC	CH OF	DESCRIPTION - THIS IS	NOT A S	SURVEY	
			COUNT	ROAD	NO. 532	(OSCEOLA, POLK LINE ROAD)		POLK COUNTY	
				BY	DATE	PREPARED BY: ECHO UES, INC.	DATA SOURCE: SEE GENERAL NO	OTE 3	
GENERAL NOTE 3 REVISION	TKB BY	04/05/24 DATE	DRAWN CHECKED	TKB JCS	01/17/23 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

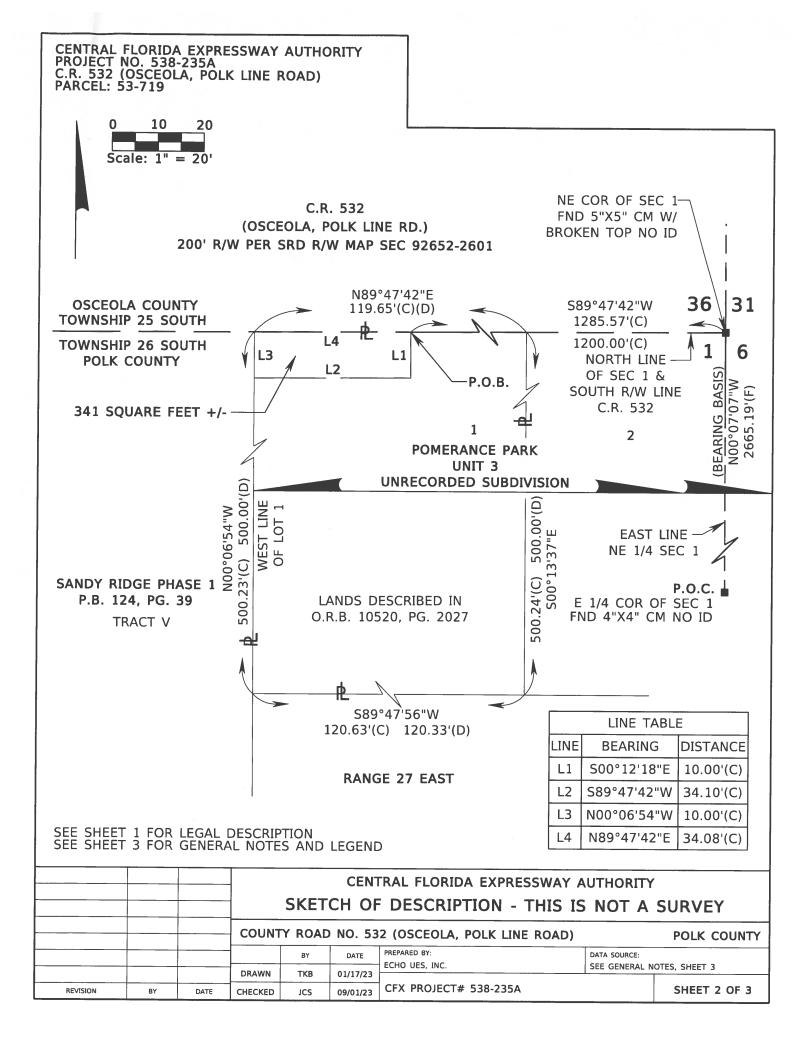
LEGAL DESCRIPTION

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.

	CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
соилт	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 S	SECTION N/A	SHEET 1 OF 3					



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	
i	=	LENGTH	SRD		STATE ROAD DEPARTMENT	
LB	_	LICENSED BUSINESS	Т.В.	=	TANGENT BEARING	
M.B.	=	MAP BOOK	W/	=	WITH	
NAD83	_	NORTH AMERICAN	Δ	=	DELTA	
NAD05	_	DATUM OF 1983	+/-	=	MORE OR LESS	
NTS	=	NOT TO SCALE	·/	÷	TEMPORARY EASEMENT LINE	
O.R.B.		OFFICIAL RECORDS BOOK				
U.R.D.	-	OFFICIAL RECORDS BOOK				

GENERAL NOTES:

- 1. 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.
- 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 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 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 FLORIDAR ICENSED SURVEYOR AND MAPPER.										
SEE SHEET 1 SEE SHEET 2	FOR L FOR S	EGAL DI KETCH (ESCRIPT	ION CRIPTIO	N						
					CENT	RAL FLORIDA EXPRESSWAY	UTHORITY				
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY			
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROAD)		POLK COUNTY			
				BY	DATE	PREPARED BY: ECHO UES, INC.	DATA SOURCE: SEE GENERAL N	OTE 3			
GENERAL NOTE 3 REVISION	JCS BY	04/18/24 DATE	DRAWN CHECKED	TKB JCS	01/17/23	CFX PROJECT# 538-235A		SHEET 3 OF 3			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-760 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

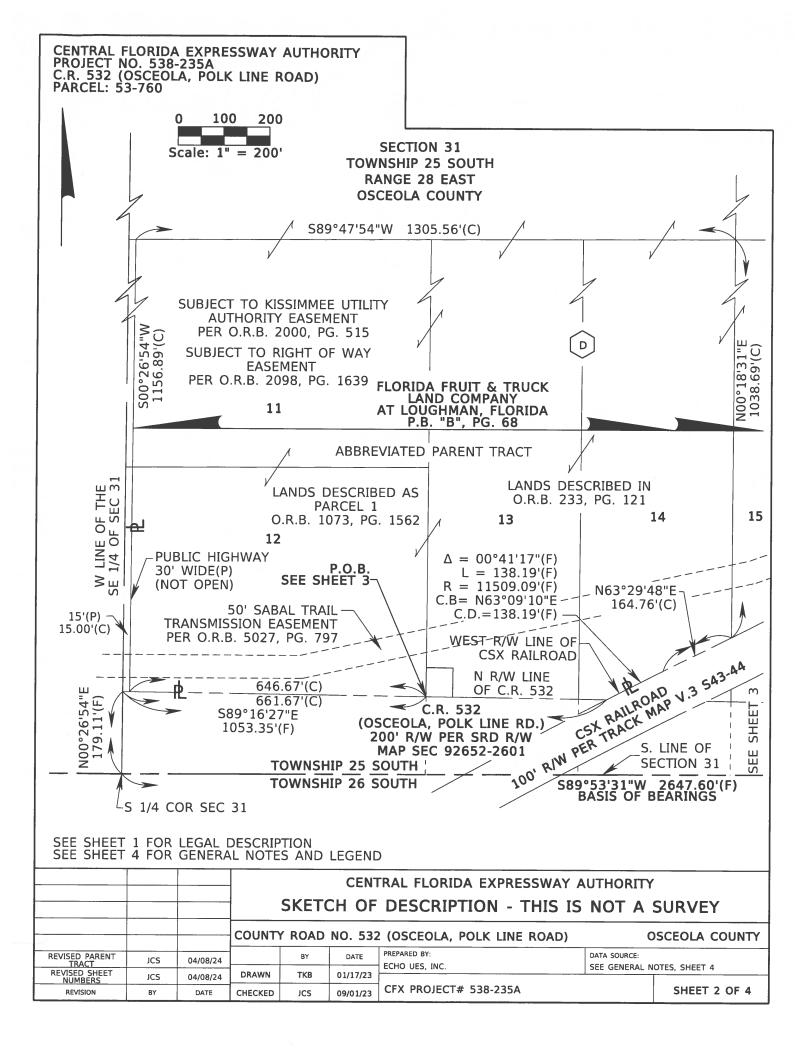
LEGAL DESCRIPTION

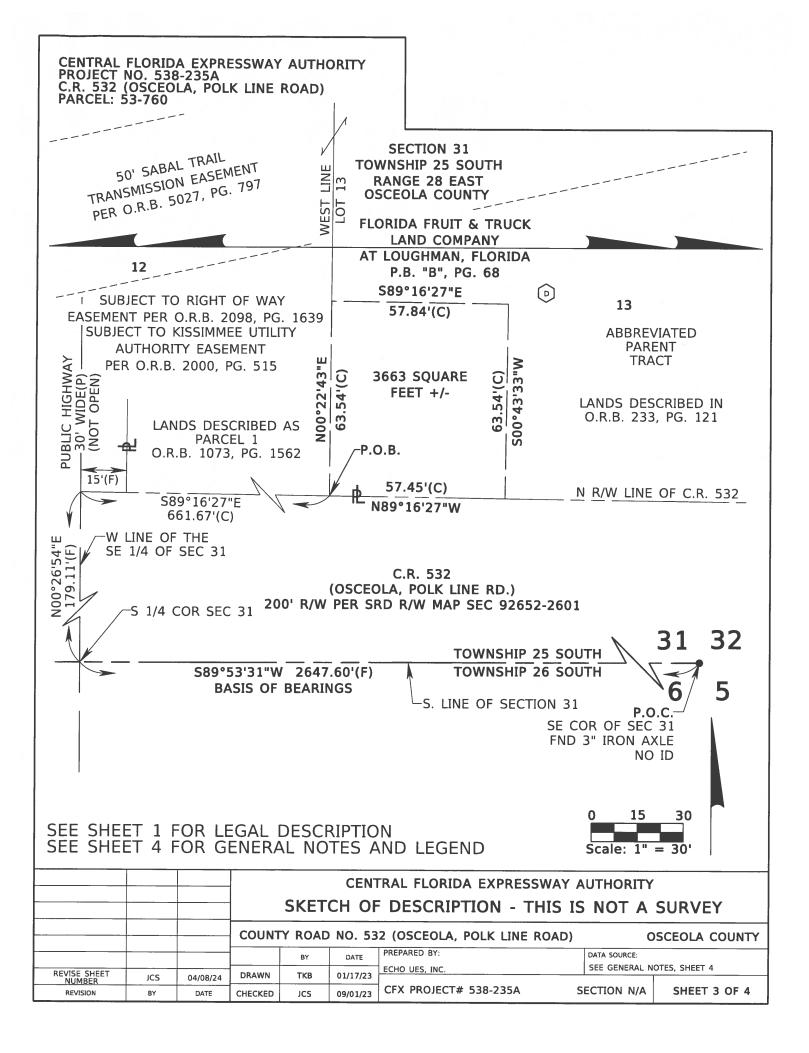
A PORTION OF LAND IN LOT 13, BLOCK D, FLORIDA FRUIT & TRUCK LAND COMPANY AT LOUGHMAN, FLORIDA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 68, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ALSO DESCRIBED IN OFFICIAL RECORDS BOOK 233, PAGE 121, PUBLIC RECORDS OF OSCEOLA COUNTY, 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.

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNTY ROAD NO. 532 (OSCEOLA, POLK LINE ROAD) OSCEOLA COUNTY										
			-	BY	DATE	PREPARED BY:	DATA SOURCE:						
REVISED SHEET NUMBERS	JCS	04/08/24	DRAWN	ткв	01/17/23	ECHO UES, INC.	SEE GENERAL N	OTES, 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 = ACRES O.R.B. = OFFICIAL RECORDS BOOK(C) CALCULATED DATA = = PROPERTY LINE P C.B. CHORD BEARING (P) = = PLAT DATA C.D. CHORD DISTANCE _ P.B. = PLAT BOOK COR _ CORNER PG. = PAGFC.R. = POINT OF BEGINNING COUNTY ROAD P.O.B. = CM CONCRETE MONUMENT = P.O.C. = POINT OF COMMENCEMENT (D) DEED DATA **PSM** = = PROFESSIONAL SURVEYOR & MAPPER EXIST. = EXISTING R = RADIUS (F) **FIELD DATA** = RD. = ROAD **FND** = FOUND R/W = RIGHT OF WAY ID _ **IDENTIFICATION** SEC = SECTION IRC **IRON ROD & CAP** -SRD = STATE ROAD DEPARTMENT L = LENGTH T.B = TANGENT BEARING LB LICENSED BUSINESS W/ = WITH M.B. MAP BOOK = Δ = DELTA NAD83 = NORTH AMERICAN +/-= MORE OR LESS **DATUM OF 1983** = TEMPORARY EASEMENT LINE NTS -NOT TO SCALE 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.

2

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.

2 m DATE: MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

STATE OF NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR 11111111111111

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: ΒY DATE GENERAL NOTE 3 JCS 04/08/24 SEE GENERAL NOTE 3 ECHO UES, INC. **REVISED SHEET** DRAWN 1/17/23 ткв JCS 04/08/24 NUMBER CFX PROJECT# 538-235A SECTION N/A SHEET 4 OF 4 REVISION BY DATE CHECKED JCS 09/01/23

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2-3 FOR SKETCH OF DESCRIPTION CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-784 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 00°25'09" 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.

				SKET		TRAL FLORIDA EXPRESSWAY		
			COUNT	TY ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROAD)) C	SCEOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
			DRAWN	ткв	01/17/23	ECHO UES, INC.	SEE GENERAL N	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 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

LEGAL DESCRIPTION

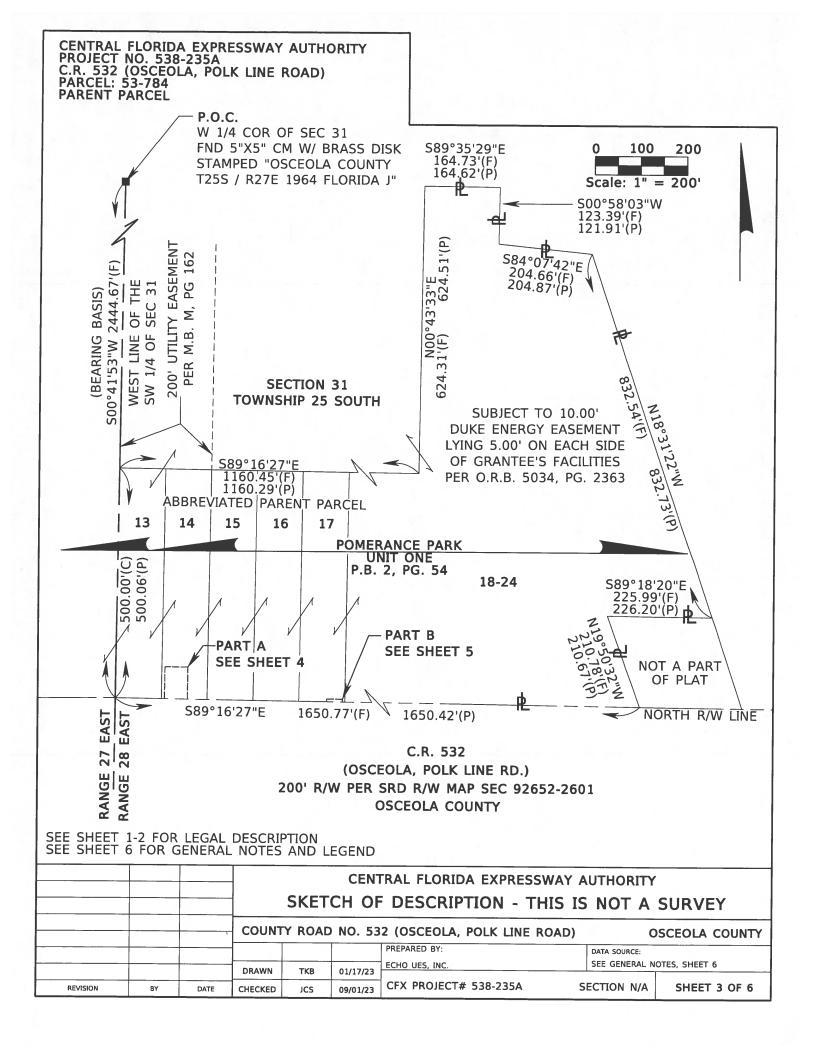
PART B

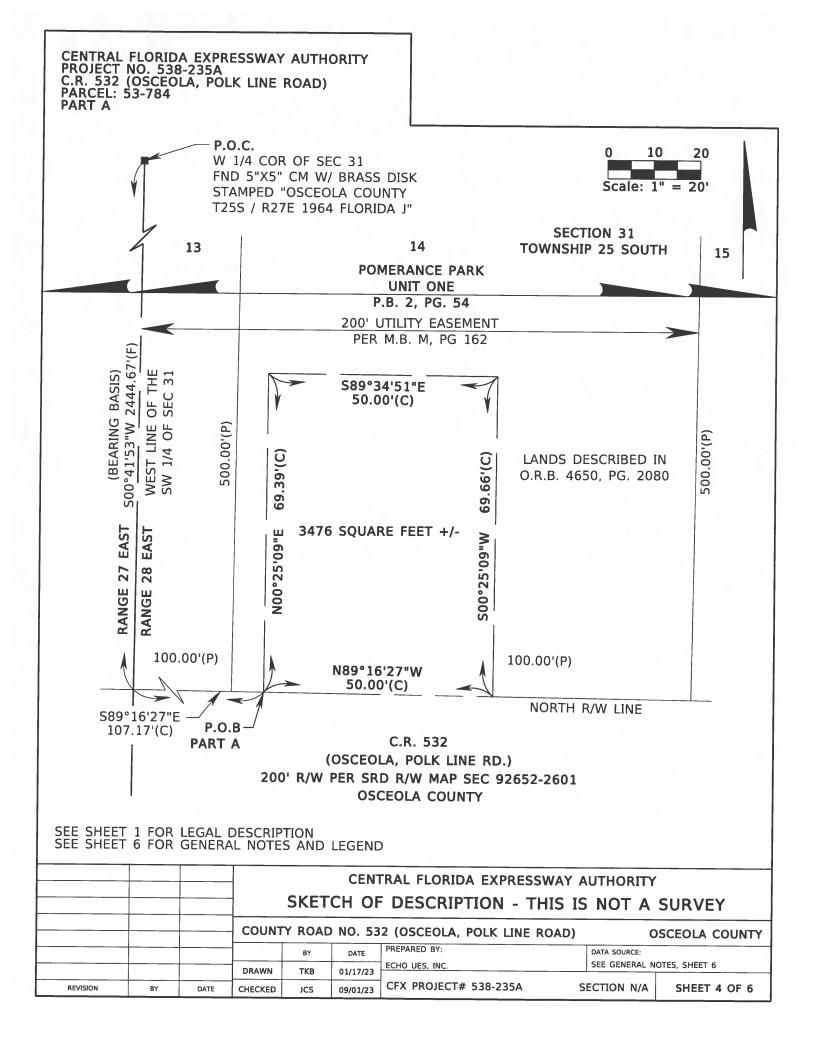
A PORTION OF LOT 17, POMERANCE PARK, UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 54, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4645, PAGE 938, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

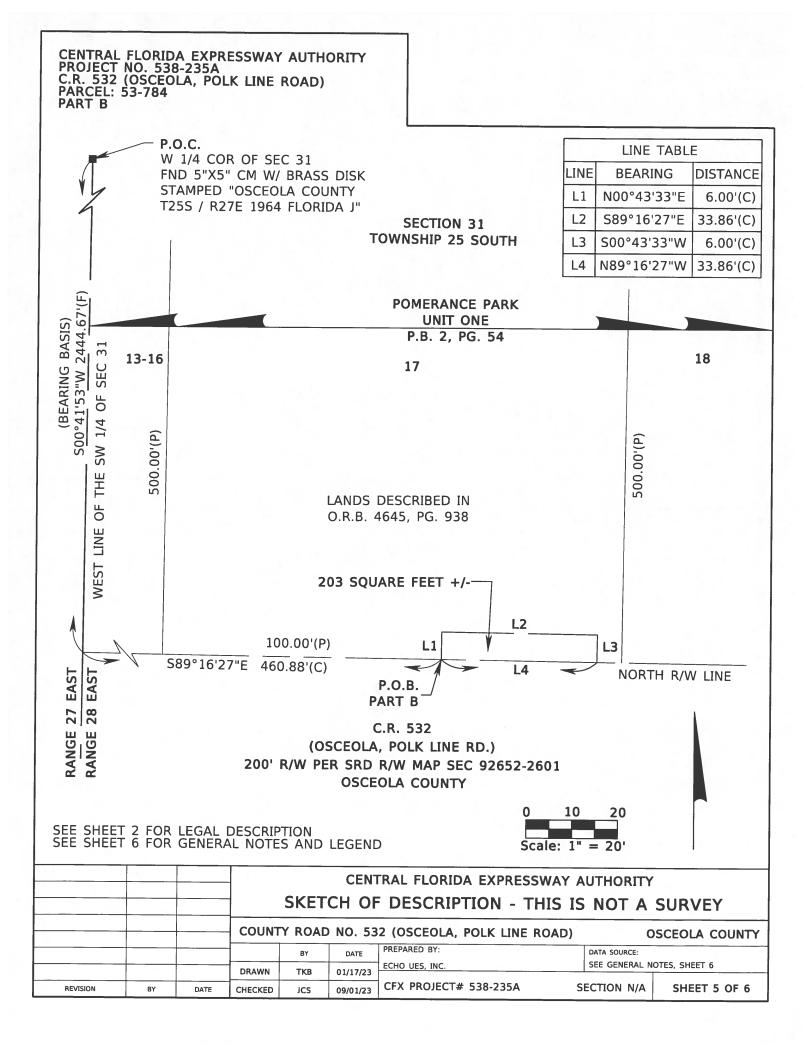
COMMENCE AT A 5" BY 5" CONCRETE MONUMENT WITH A BRASS DISK, STAMPED "OSCEOLA COUNTY T25S / R27E 1964 FLORIDA J", MARKING THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST; THENCE SOUTH 00°41'53" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2444.67 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.

			-	SKET		TRAL FLORIDA EXPRESSWAY		
			COUNT	Y ROAD	D NO. 53	2 (OSCEOLA, POLK LINE ROAD	D) (SCEOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
			DRAWN	ткв	01/17/23	ECHO UES, INC.	SEE GENERAL N	IOTES, SHEET 6
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 2 OF 6







LEGEND:

AC	=	ACRES	М.В.		MISCELLANEOUS BOOK
COR	=	CORNER	N&D	_	NAIL & DISK
СМ	=	CONCRETE MONUMENT	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 SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CON PURSUANT TO SECTION 472.027, FLORIDA STATUTES. Vanse Nunio PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

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DATE:

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STATE OF FLORIDA,

"Internet 184

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BOSS

MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENS AND MAPPER.

SEE SHEET 1-2 FOR LEGAL DESCRIPTION SEE SHEET 3-5 FOR SKETCH OF DESCRIPTION

				SKET		TRAL FLORIDA EXPRESSWA		
			COUNT	Y ROAD	NO. 53	2 (OSCEOLA, POLK LINE ROAL	D) (C	SCEOLA COUNTY
						PREPARED BY:	DATA SOURCE:	
GENERAL NOTE 3	JCS	04/05/23	DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL N	OTE 3
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 6 OF 6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-785 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

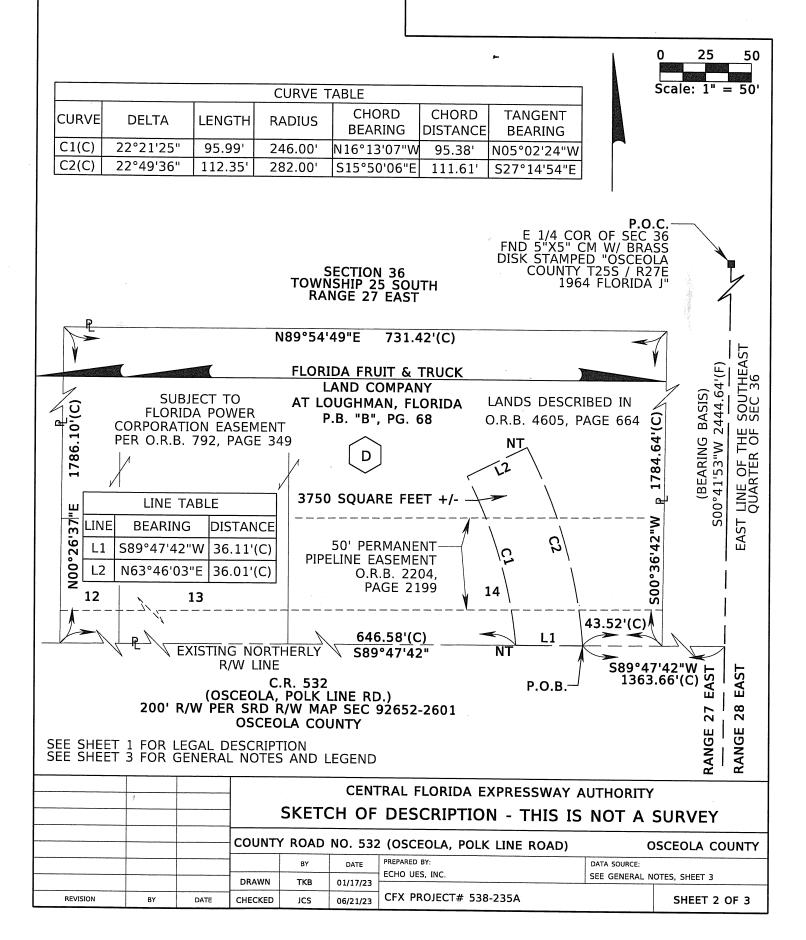
LEGAL DESCRIPTION

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 2444.64 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 1363.66 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.

	đ		-	SKET		TRAL FLORIDA EXPRESSWAY		· · · · · ·
			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 N	OTES, SHEET 3
REVISION	BY	DATE	CHECKED	JCS	06/21/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3



LEGEND:

			5	
AC =	ACRES	O.R.B.	_	OFFICIAL RECORDS BOOK
(C) =	CALCULATED DATA		=	
Ċ.B. =	CHORD BEARING	۲ <u>۲</u>		PROPERTY LINE
C.D. =		(P)		PLAT DATA
	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			
EXIST. =	EXISTING	PSM		PROFESSIONAL SURVEYOR &
				MAPPER
(F) =	FIELD DATA	R		RADIUS
FND =	FOUND	RD.		ROAD
ID =	IDENTIFICATION	R/W	_	RIGHT OF WAY
L =	LENGTH	SEC		
LB =	LICENSED BUSINESS		_	SECTION
		SRD		STATE ROAD DEPARTMENT
	MAP BOOK	Т.В.	=	TANGENT BEARING
NAD83 =	NORTH AMERICAN	W/	=	WITH
	DATUM OF 1983	Δ	_	DELTA
NT =	NON-TANGENT			
NTS =	NOT TO SCALE	+/-	=	MORE OR LESS
	NOT TO JUALL			

GENERAL NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER 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.
- 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 30361-53-185, 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.

HIMA ALL ST DATE: H MICHAEL W. PATTERSON, PSM 10 andiate FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560 STATE OF A. FLORIDA . NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 11/1/11/11/11 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 BY DATA SOURCE: DATE ECHO UES, INC. SEE GENERAL NOTE 3 GENERAL NOTE 3 DRAWN ткв 04/05/24 01/17/23 JCS CFX PROJECT# 538-235A REVISION ΒY DATE CHECKED JCS 06/21/23 SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-791 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT ESTATE: EASEMENT

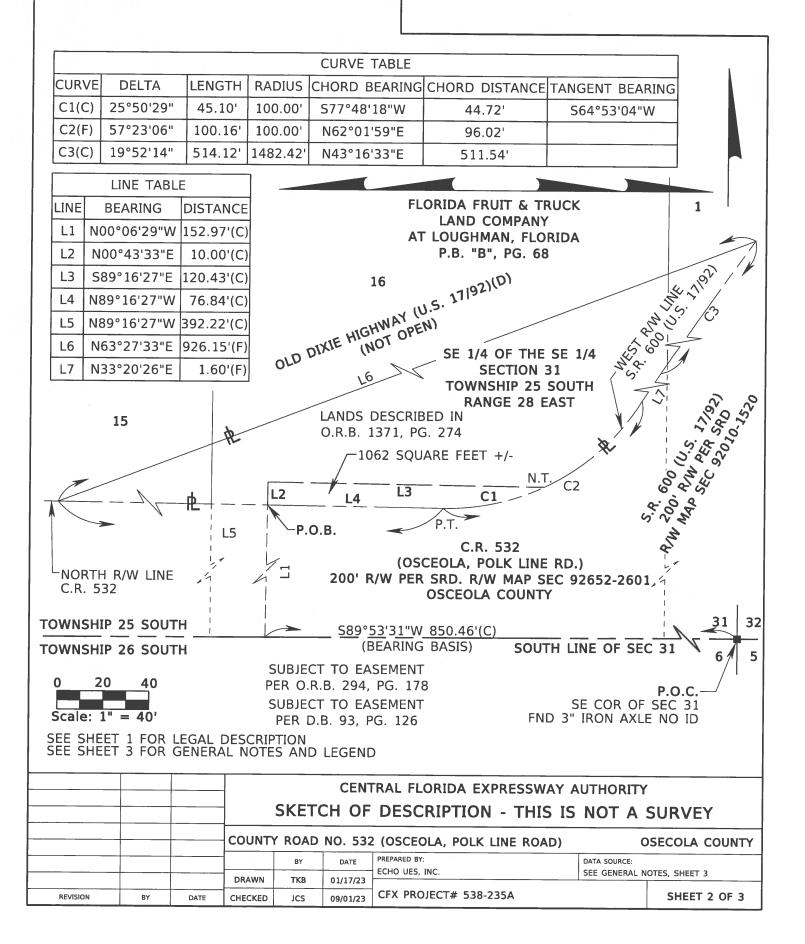
LEGAL DESCRIPTION

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.

			-	SKET		TRAL FLORIDA EXPRESSWAY F DESCRIPTION - THIS I		
				Y ROAD	D NO. 53	32 (OSCEOLA, POLK LINE ROAD)	C	SECOLA COUNTY
				BY	DATE	PREPARED BY:	DATA SOURCE:	
			DRAWN	ТКВ	01/17/23	ECHO UES, INC.	SEE GENERAL N	OTES, SHEET 3
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3



LEGEND:

AC	=	ACRES	ም	=	PROPERTY LINE	
(C)	=	CALCULATED	(P)	=	PLAT DATA	
COR	=	CORNER	Р.В.	=	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	
EXIST	=	EXISTING	Р.Т.	=	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:

- 1. 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.

FLO NOT	RIDA P	ROFESS WITHO		SURVEY	OR ANI	DATE: 4 16 2014 D MAPPER NO. 6560 JRE AND SEAL OF A FLORIDA	STATE FLORI LTZENSED	OF SURVEYOR
SEE SHEET 1 SEE SHEET 2	I FOR L 2 FOR S	EGAL D	ESCRIPT	ION CRIPTIO	N		2	
			-		CENT	RAL FLORIDA EXPRESSWAY A	UTHORITY	
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY
			COUNTY	ROAD	NO. 532	(OSCEOLA, POLK LINE ROAD)	C	SECOLA 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	OTE 3
REVISION	BY	DATE	CHECKED	JCS	09/01/23	CFX PROJECT# 538-235A		SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-811 PURPOSE: PERPETUAL EASEMENT ESTATE: EASEMENT

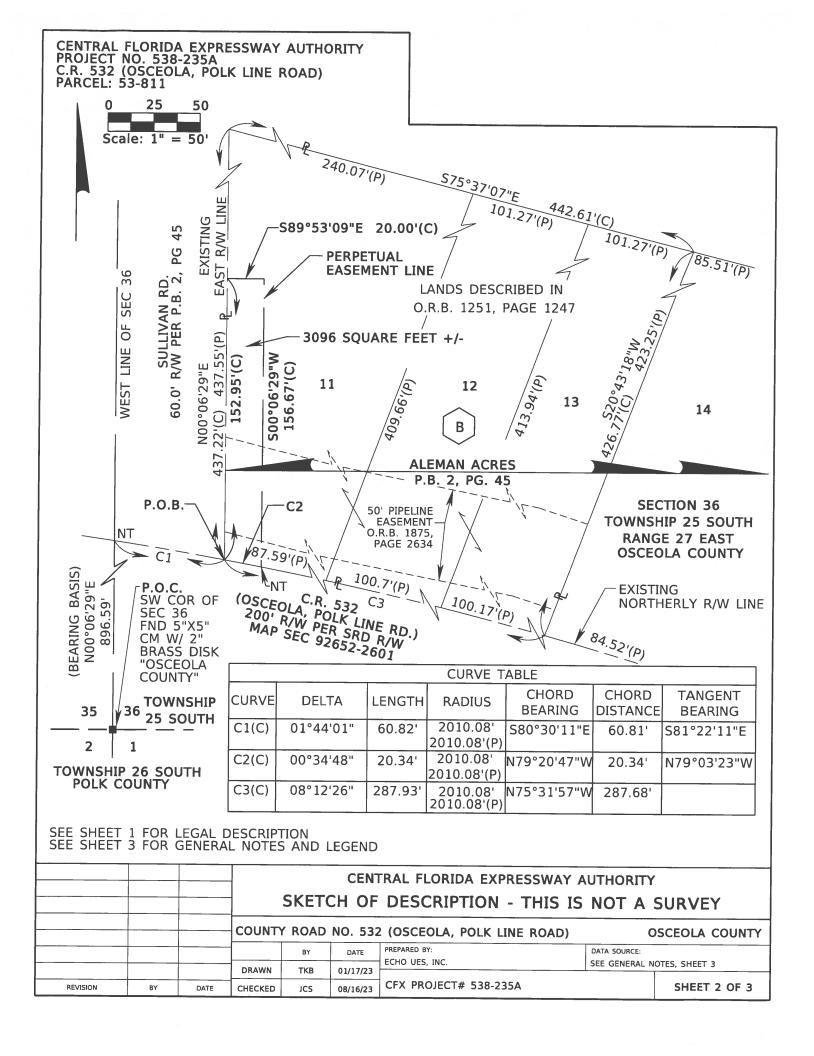
LEGAL DESCRIPTION

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.

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: BY DATE SEE GENERAL NOTES, SHEET 3 ECHO UES, INC. DRAWN ткв 01/17/23 CFX PROJECT# 538-235A REVISION BY DATE SECTION N/A SHEET 1 OF 3 CHECKED JCS 08/16/23



LEGEND:

AC	=	ACRES	O.R.B.		OFFICIAL RECORDS BOOK	
(C)	_	CALCULATED DATA	P	=	PROPERTY LINE	
Ċ.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	
СМ	=	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	
Ĺ	=	LENGTH	SEC	=	SECTION	
LB	=	LICENSED BUSINESS	SRD		STATE ROAD DEPARTMENT	
М. В.	=	MAP BOOK	T.B.	=	TANGENT BEARING	
NAD83	3 =	NORTH AMERICAN	W/	=	WITH	
		DATUM OF 1983	Δ	=	DELTA	
NT	-	NON-TANGENT	+/-	=	MORE OR LESS	
NTS	_	NOT TO SCALE	• •			
		ILO JUALL				

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 36, TOWNSHIP 25 1. SOUTH, RANGE 27 EAST AS BEING NORTH 00°06'29" 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.
- PREPARED WITH THE BENEFIT OF THE PROPERTY INFORMATION REPORT PREPARED BY 3. 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 WITH CODE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE LS 6500

0 W Ima

DATE

LS 8580

STATE OF

In Stragger

MICHAEL W. PATTERSON, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6560

Profes NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA DE AND MAPPER.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

			-	SKET		TRAL FLORIDA EXPRESSWAY		
			COUNT	Y ROAD	NO. 532	2 (OSCEOLA, POLK LINE ROAD)	(DSCEOLA 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	
REVISION	BY	DATE	CHECKED	JCS	08/16/23	CFX PROJECT# 538-235A		SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT NO. 538-235A C.R. 532 (OSCEOLA, POLK LINE ROAD) PARCEL: 53-818 PURPOSE: PERPETUAL EASEMENT ESTATE: EASEMENT

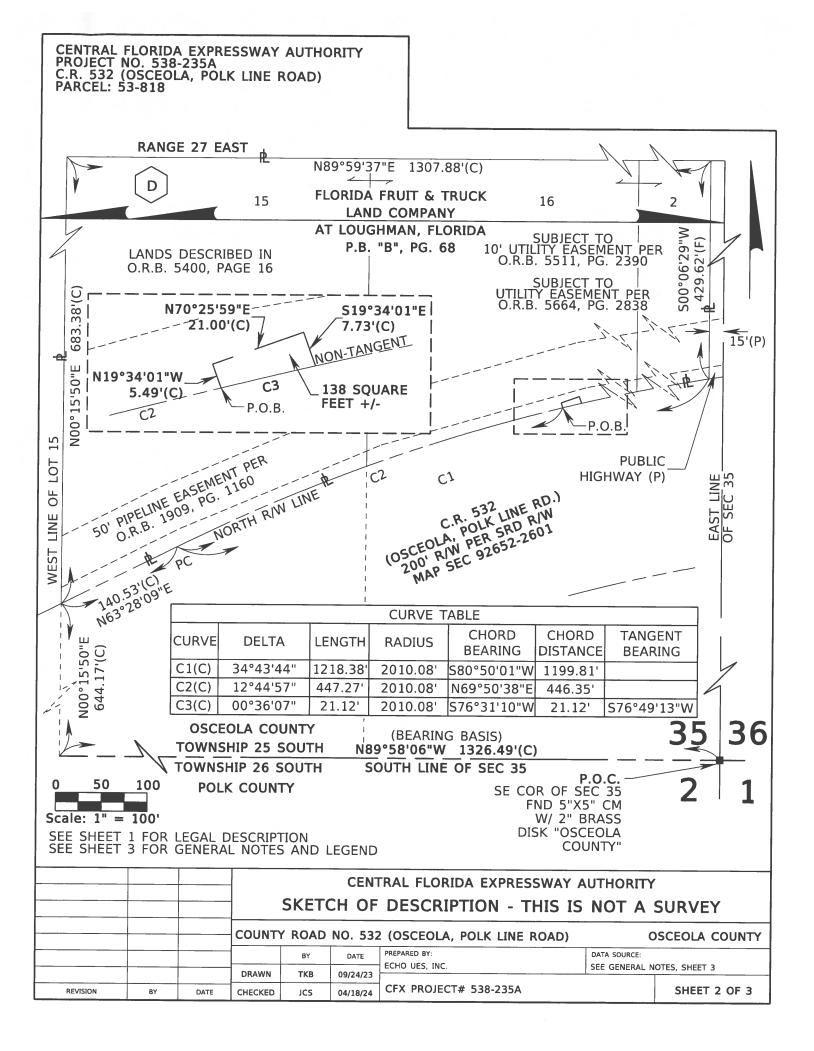
LEGAL DESCRIPTION

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.

			_	SKET		TRAL FLORIDA EXPRESSWA - DESCRIPTION - THIS		SURVEY
			COUNT	Y ROAL	D NO. 53	2 (OSCEOLA, POLK LINE ROAD	D) O	
			-	BY	DATE	PREPARED BY:	DATA SOURCE:	
			DRAWN	ткв	09/24/23	ECHO UES, INC.	SEE GENERAL NO	TES, SHEET 3
REVISION	BY	DATE	CHECKED	JCS	04/18/24	CFX PROJECT# 538-235A	SECTION N/A	SHEET 1 OF 3



LEGEND:

AC	_	ACRES	F	2 (P)	=	PROPERTY LINE
(C)	=	CALCULATED DATA	((P)	=	PLAT DATA
Ċ.B.	=	CHORD BEARING	F	Р.В.	=	PLAT BOOK
C.D.	=	CHORD DISTANCE	F	C	=	POINT OF CURVATURE
COR	=	CORNER	F	PG.	-	PAGE
C.R.	=	COUNTY ROAD	F	P.O.B.	=	POINT OF BEGINNING
СМ		CONCRETE MONUMENT	F	P.O.C.	=	POINT OF COMMENCEMENT
(D)	=	DEED DATA	F	PSM	_	PROFESSIONAL SURVEYOR &
ÈXIST	_	EXISTING				MAPPER
(F)	=	FIELD DATA	F	۲	=	RADIUS
FND	=	FOUND	F	RD.	=	ROAD
ID	=	IDENTIFICATION	F	R/W	=	RIGHT OF WAY
L	=	LENGTH	S	SEC	=	SECTION
LB	=	LICENSED BUSINESS	5	SRD	=	STATE ROAD DEPARTMENT
M.B.	=	MAP BOOK	Т	Г.В.	=	TANGENT BEARING
NAD83	=	NORTH AMERICAN	V	N/	=	WITH
		DATUM OF 1983	L	7	=	DELTA
NTS	=	NOT TO SCALE		⊦/-	=	MORE OR LESS
O.R.B.	=	OFFICIAL RECORDS BOOK		- <u></u> ·	=	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.
- 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 30361-53-718, 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. THUMM

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	Y ROAD	NO. 532	2 (OSCEOLA, POLK LINE ROAD)	C	SCEOLA COUNTY				
			-	BY	DATE	PREPARED BY:	DATA SOURCE:					
			DRAWN	ткв	09/24/23	ECHO UES, INC.	SEE GENERAL NOTE 3					
REVISION	BY	DATE	CHECKED	JCS	04/18/24	CFX PROJECT# 538-235A SHEET 3 OF 3						



NELSON MULLINS RILEY & SCARBOROUGH LLP ATTORNEYS AND COUNSELORS AT LAW

Richard N. Milian, Esq. T: 407.669.4223 Richard.milian@nelsonmullins.com 390 North Orange Avenue, Suite 1400 Orlando, FL 32801 T: 407.669.4200 F: 407.425.8377 nelsonmullins.com

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Richard N. Milian, Esq. Right-of-Way Counsel Nelson Mullins Riley & Scarborough, LLP

DATE: April 24, 2024

SUBJECT: Right-of-Way and Mitigation Credit Purchase Agreement for Reedy Creek Mitigation Bank Project: Poinciana Parkway Extension Project, State Road 538 Parcel Nos: 53-110, 53-115, 53-116, 53-240 and 53-241

BACKGROUND

As part of the right-of-way acquisition required for the Poinciana Parkway Extension/State Road 538 project (the "Project"), the Central Florida Expressway Authority ("CFX") needs to acquire the property described and depicted on *Exhibit "A"* attached hereto (the "Property"). The Property is a part a parent tract as generally depicted on *Exhibit "B"* attached ("Seller's Overall Property") located in Osceola County and Polk County owned by TCP II Reedy Creek, LLC ("Seller"). Seller operates the approximately 3,520-acre Reedy Creek Mitigation Bank (the "Mitigation Bank") on Seller's Overall Property and has previously sold mitigation credits in phases of the Mitigation Bank that fall within the Property. In order to acquire, construct and operate the Project through the Mitigation Bank, in addition to the normal approvals required for the Project, CFX will be required to obtain certain permits and approvals from the South Florida Water Management District ("SFWMD") and the U.S. Army Corps of Engineers, including, without limitation, modification of the Mitigation Bank permits and federal Mitigation Banking Instrument for American Equities Mitigation Land Bank, as amended from time to time (collectively, the "MBI") for the Mitigation Bank, and the release or modification of the conservation easements imposed on the Property in connection with the Mitigation Bank (the "Conservation Easements") (collectively referred to herein as the "Approvals"). Obtaining the Approvals could have an impact on the Mitigation Bank and Seller's Overall Property, which could potentially result in a loss of certain already approved mitigation credits and imposition of potential additional obligations and/or liabilities in connection with operation, closure and ongoing

CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | ILLINOIS | MARYLAND | MASSACHUSETTS | MINNESOTA New York | North Carolina | Ohio | Pennsylvania | South Carolina | Tennessee | Texas | Virginia | West Virginia maintenance of the Mitigation Bank. It is anticipated that any additional obligations or liabilities will be determined when CFX is in the process of obtaining the Approvals, which CFX environmental consultants have estimated could take two (2) years of more.

In light of the foregoing, Seller and CFX have negotiated the terms of the Right-of-Way and Mitigation Credit Purchase Agreement attached hereto as <u>*Exhibit "C"*</u> (the "Agreement"), whereby, in consideration of a payment by CFX to the Seller of a total of \$17,750,000.00 (subject to adjustments for credits to CFX discussed below)(the "Purchase Price"):

- (i) Seller shall reasonably cooperate with CFX in obtaining the Approvals;
- (ii) Seller shall sell to CFX all released mitigation credits in the Mitigation Bank not previously sold to third parties, with a minimum of 41.134 state UMAM credits valued at \$125,000 per credit (\$5,141,750), and 201.33 Federal M-WRAP valued at \$25,000 per unit (\$5,033,250) (sometimes collectively referred to herein as the "Mitigation Credits") for a total Mitigation Credit value of \$10,175,000; and
- (iii) If and when CFX has received all of the Approvals, CFX shall acquire the Property.

In September 2022, CFX obtained an appraisal from Pinel & Carpenter, Inc., which valued the Seller's Overall Property at \$12,600,000. Given the anticipated complexity of CFX obtaining Seller's Overall Property and, thus, potentially having to own and operate the Mitigation Bank, CFX staff and consultants determined it best to obtain only its needed right of way; however, as noted above, that will require modification of the Mitigation Bank permit, the MBI and the release or modification of the Conservation Easements.

In order to expedite acquisition of the Property, avoid anticipated severance damages to the remainder of Seller's Overall Property, obtain the Seller's cooperation in obtaining the Approvals and maintain ownership and operation of the Mitigation Bank pending receipt of the Approvals, the Agreement contemplates the Purchase Price shall be paid as follows:

(i) On the thirtieth (30th) day following the execution of this Agreement, or such earlier date as may be agreed upon in writing between Seller and CFX (the "Mitigation Credit Closing Date"), CFX shall pay Seller \$14,500,000.00 for the Mitigation Credits and Seller's agreement to cooperate, and inclusive of all of Seller's attorneys' and consultants' fees and costs ("Credit Purchase Incentive Payment"). The purchase of the Mitigation Credits includes 18.39 Federal credits related to the State Road 516 Project ("Previously Reserved Credits") which were previously separately paid for in the amount of \$459,750, and CFX shall receive a credit in that amount against the Credit Purchase Incentive Payment upon CFX's acquisition of the Mitigation Credits, so that the anticipated Credit Purchase Incentive Payment shall be reduced to \$14,040,250. Also, if Seller is unable to transfer to CFX a minimum of 41.134 state UMAM Credits and 201.33 Federal M-WRAP credits, the Credit Purchase Incentive Payment shall be reduced accordingly by \$125,000

CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | ILLINOIS | MARYLAND | MASSACHUSETTS | MINNESOTA NEW YORK | NORTH CAROLINA | OHIO | PENNSYLVANIA | SOUTH CAROLINA | TENNESSEE | TEXAS | VIRGINIA | WEST VIRGINIA

per unit for any shortfall in UMAM credits and \$25,000 per unit for any shortfall in Federal M-WRAP credits. The Credit Purchase Incentive Payment is not refundable in the event CFX is unable to obtain all Approvals; however, CFX shall have reserved and have the right to use all of the Mitigation Credits. Pursuant to the Agreement, CFX must use and apply those credits for an eligible project or else cancel them within three (3) years after the deadline for CFX to obtain all its approvals for the Project (see further discussion of the Approvals Deadline below), the outside date of which is seven (7) years after closing on the purchase of the Mitigation Credits. The Credit Purchase Incentive Payment is not refundable if the credits are not used.

- (ii) Upon the earlier of the date that CFX has notified the Seller it has obtained Approvals for the Project or expiration of the Approvals Deadline, CFX shall pay the Seller \$1,250,000.00 (the "Approvals Period Payment"). The Approvals Period Payment is payable whether or not CFX obtains the Approvals and proceeds with the Project and is not refundable.
- (iii) On the date that is sixty (60) days after the earlier to occur of that CFX has notified the Seller it has obtained Approvals for the Project or expiration of the Approvals Deadline, <u>and only if CFX has obtained all Approvals</u>, CFX shall pay to the Seller \$2 million (the "Property Purchase Price").

The Agreement provides CFX two (2) calendar years after the Mitigation Credit Closing Date (the "Approvals Deadline") to obtain all necessary Approvals. CFX may extend the Approvals Deadline for four (4) periods of six (6) months for a payment of \$100,000.00 for each such extension, which extension payments shall be nonrefundable but credited against the Property Purchase Price. If CFX has not obtained the Approvals by the Approvals Deadline, as it may be extended, CFX is not obligated to acquire the Property or pay the Property Purchase Price.

Because the CFX Project and Approvals process may have impacts on the remainder of the Seller's Overall Property and operation of the Mitigation Bank, in addition to the foregoing Purchase Price, the Agreement provides that CFX shall indemnify and hold Seller harmless from and against any and all impacts, costs, expenses, charges, obligations, fines, damages or losses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) caused by or arising from (i) the Mitigation Bank permit modification and MBI modification process as necessary for the Project, (ii) release or modification of the Conservation Easement over the Property, (iii) securing replacement credits as may be necessary for performance of the certain listed contracts between the Seller and third parties ("Pending Reservation Agreements") for which mitigation credits have been previously reserved and claims for direct damages arising from the Pending Reservation Agreements; (iv) the acquisition of the Property (but excluding any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages and similar claims released pursuant to the Agreement); and (vi) any cost increase incurred by the Seller in closing the Mitigation Bank

CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | ILLINOIS | MARYLAND | MASSACHUSETTS | MINNESOTA New York | North Carolina | Ohio | Pennsylvania | South Carolina | Tennessee | Texas | Virginia | West Virginia

directly caused by CFX's acquisition of the Property, the Approvals or the Project (collectively the "Indemnified Losses"). Under the terms of its existing permits and the MBI, Seller must maintain a Long-Term Management fund ("LTM") to secure Seller's obligations relating to maintenance post-closure of the Mitigation Bank. CFX environmental consultants have opined that, under current agency policies, the existing LTM may not be enough to cover the Seller's obligations irrespective of the Project. Therefore, the Agreement provides that if the LTM is increased by any federal or state agency by applying a lower assumed rate of return, and/or by adding provisions for inflation of administrative costs, for such LTM fund investments than the current approved and assumed rate of return (a "LTM Return Adjustment"), then Seller shall be responsible for the first \$395,000 of such increase (the "LTM Cap") and CFX shall be responsible for (i) any increase in the LTM arising from a LTM Return Adjustment over and above the LTM Cap and (ii) the entirety of any increase in the LTM arising for any reason other than a LTM Return Adjustment. The Indemnified Losses shall not include any incidental, punitive, consequential, remote or speculative damages not directly related to the actions of any governmental agency or regulatory authority having jurisdiction over the Mitigation Bank for the expressly enumerated Indemnified Losses set forth above. The Agreement provides that any claim relating to the loss of credits as a result of the actions of any governmental agency or regulatory authority having jurisdiction over the Mitigation Bank shall not exceed the cost of any required replacement credits. The Agreement provides that other than the enumerated Indemnified Losses, the Seller waives and releases other claims for severance or business damages.

REQUEST

A recommendation by the Right of Way Committee for CFX Board's approval of the Agreement and authorizing the Executive Director or her designee to execute all documents necessary to complete the transaction contemplated by the Agreement, subject to final approval of the final transaction by legal counsel.

ATTACHMENTS

- A. Description and Depiction of the Property
- B. Depiction of Seller's Overall Property
- C. Right-of-Way and Mitigation Credit Purchase Agreement

CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | ILLINOIS | MARYLAND | MASSACHUSETTS | MINNESOTA New York | North Carolina | Ohio | Pennsylvania | South Carolina | Tennessee | Texas | Virginia | West Virginia 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 radlus 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 sald 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.

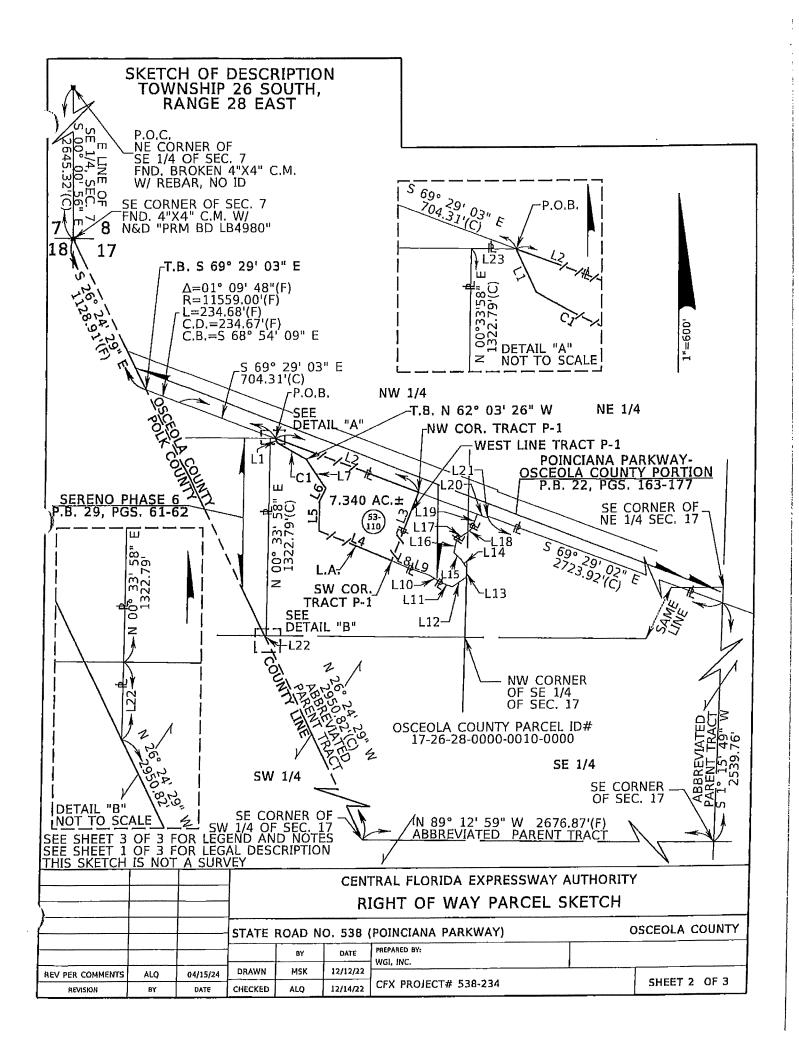
Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

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

EXHIBIT "A"

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH									
; 			STATE	STATE ROAD NO. 53B (POINCIANA PARKWAY) OSCEOL									
			-	8Y	DATE	PREPARED BY:							
			DRAWN	MSK	12/12/22	WGI, INC.							
REVISION	BY	DATE	CHECKED	CHECKED ALQ 12/14/22 CFX PROJECT# 538-234 SHEET 1 OF 3									



SKETCH OF DESCRIPTION

LEGEND:

· ۲	LEGEND:		
,	AC	= ACRES	
	C,B,		······································
	C.D.	= CHORD BEARING LINE DATA: = CHORD DISTANCE	
	COR	= CORNER L1 N 24° 29' 35" W 32	.69'(C)
	C.M.	- CONCRETE MONUMENT L2 S 69° 29' 03" E 1044.	
	EXIST	EXISTING L3 S 21° 19' 17" W 491 L4 N 67° 53' 39" W 535	.91'(C) .57'(C)
	FND		.37 (C) 09'(C)
	ID		12'(C)
	L	= CURVE LENGTH L7 N 34° 20' 46" W 236.	
	L.A.		09'(C)(P) 23'(C)(P)
	LB		19'(C)(P)
	NAD83	= NORTH AMERICAN DATUM OF 1983 L11 S 67° 36' 41" E 82.3	33'(C)(P)
	N&D		27'(C)(P)
	O.R.B.		73'(C)(P) 37'(C)(P)
	Þ.	= PROPERTY LINE L14 N 35 07 55 W 67.2	26'(C)(P)
	P.B.	= PLAT BOOK L16 N 11° 30' 17" E 90,4	40'(C)(P)
	P.O.B.		38'(C)(P)
Į	P.O.C.		27'(C)(P) 91'(C)(P)
	PRM	= PERMANENT REFERENCE MONOMENT 120 S 69° 29' 03" E 70.3	3'(C)(P)
	PG./PGS.	= PAGE/PAGES L21 N 20° 31' 00" E 12.0)0'(C)(P)
	R	= RADIUS L22 N 00° 33' 58" E 20.5	57'(C)(P)
ľ	R/W		98'(C)(P)
١,	SEC,	= SECTION	
)	т.в.	= TANGENT BEARING	
	W/		
	Δ	= DELTA/CENTRAL ANGLE CURVE C1 = LIMITED ACCESS R/W LINE $\Delta = 02^{\circ} 57' 31''(C)$	
	//_/	$L \sim 226 \Omega A^{1}(C)$	
		R = 4395.00'(C)	
		$C_{1B_{1}} = 0.00^{\circ} 54.41^{\circ} W$	
1	NOTES:	$C,D_{c} = 226.92'(C)$	
	1. BEARING	GS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 7, TOWNSHIP 26 SOUTH, RANGE 28 EAST AS BEING SOUTH 00°00'56" EAST	t_OF
	BASED C	N NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST	ZONE.
		RCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED OR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.	
			1
	3. PARCEL	INFORMATION SHOWN HEREON IS SUPPORTED BY THE PROPERTY INFORMA AGSC FILE NUMBER 30361-110/115/116 DATED OCTOBER 23, 2020 AT 8:00	
) BY AGSC FILE NUMBER 30361-110/115. DATED MARCH 1. 2023 AT 8:00 A	
	UPDATED) MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY AMERICAN GOVERNMENT	SERVICES
	CORPORA		
SEE	SHEET 2 OF	3 FOR SKETCH OF DESCRIPTION	
SEE :	SHEET 1 OF	3 FOR LEGAL DESCRIPTION	
	SKEICH 15		
DESCR THE ST	IPTION IS IN ACCOR	THIS SKETCH OF DANCE WITH THE FOR TAS SET FORTH A ADMINISTRATIVE PTER 472.027. REVISION BY DATE CENTRAL FLORIDA EXPRESSWA RIGHT OF WAY PARCEL	
	TING AND MAPPING PTER 5J-17, FLORID PURSUANT TO CHA	A ADMINISTRATIVE REV PER COMMENTS ALQ 04/15/24 A ADMINISTRATIVE REVISION BY DATE RIGHT OF WAY PARCEL	SKETCH
2°			EOLA COUNTY
Allen (Quickel 2024.04.19 14:31:27-04'04	0' (3)) BIALE HOAD HOL OUT PREPARED BY:	
ALLEN L	. QUICKEL SM# 6481	WGI, INC.	
THE SE	LON THIS DOCUM	ING SURVEYOR CHECKED ALO 12/14/22 CFX PROJECT# 538-234	SHEET 3 OF 3
ON THE	DATE OF DIGITAL	SIGNATURE CHECKED ALQ 12/14/22 CTX PRO/CCT# 550-254	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-115A PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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 sald 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 88.00 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 67°33'56" East, a distance of 663.10 feet; thence North 67°33'56" East, a distance of 587.19 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 sald 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	ROAD	10, 538	OSCEOLA COUNTY						
			-	BY	DATE	PREPARED BY:						
			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. 53-115B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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 Poinclana Parkway, as shown on the Plat of Poinclana 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 sald curve and along sald 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.

	Containin	g 25,54	5 Acres	, more c	or less.	r	SEE SHEETS 5-7 OF 7 FOR SKETCH OF DESCRIPTION SEE SH <u>EET 7 OF 7 FOR LEGEND AND NOTES</u>						
						CEN	CENTRAL FLORIDA EXPRESSWAY AUTHORITY						
)					RIGHT OF WAY PARCEL SKETCH								
/				STATE	ROAD N	10, 538	OSCEOLA COUNTY						
				BY	DATE	PREPARED BY:							
				DRAWN	MSK	11/16/22	WGI, INC.						
	REVISION	BY	DATE	CHECKED	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. 53-815 PURPOSE: AIR RIGHTS EASEMENT ESTATE: EASEMENT

LEGAL DESCRIPTION

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.

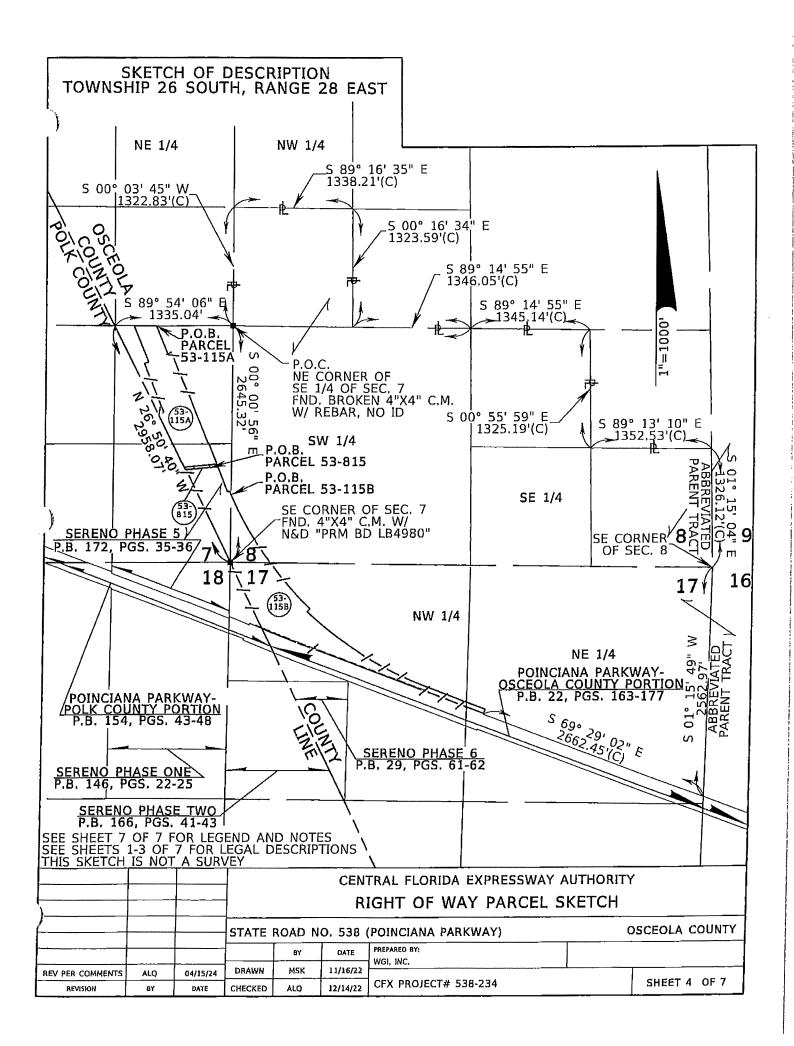
Lying within the following described boundaries described as follows:

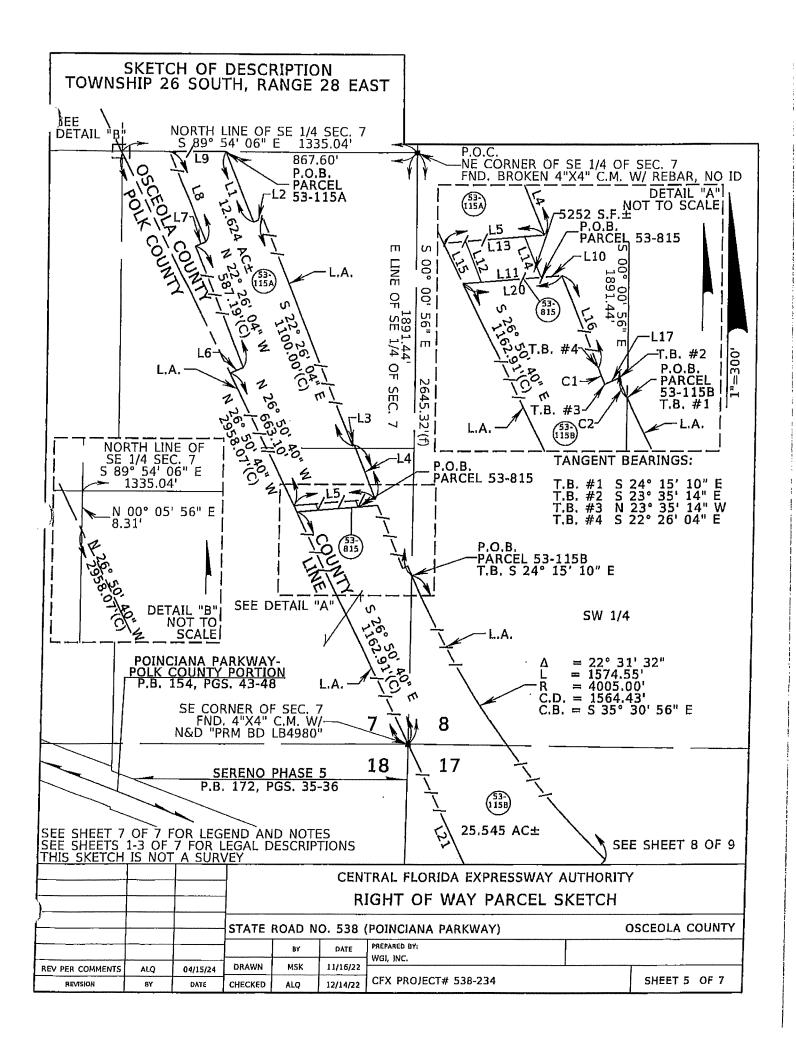
Commence at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00'56" East, along the East line of said Southeast quarter, a distance of 1891.44 feet to the beginning of a non-tangent 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°35'14" West, run Northwesterly along the arc of said curve; thence from a tangent bearing of North 23°35'14" West, run Northwesterly along the arc 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

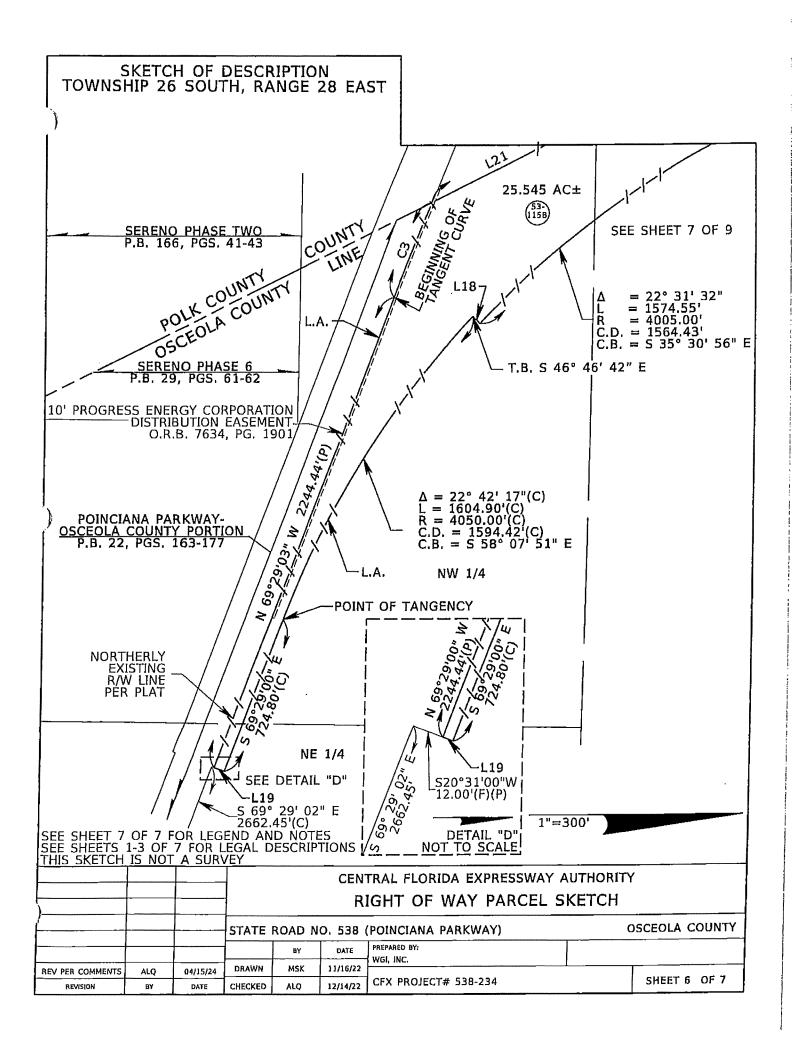
Containing 5252 Square Feet, more or less.

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 I	ROAD	10. 538	OSCEOLA COUNTY							
	_	1	-	BY	DATE								
	1		DRAWN	MSK	11/16/22	WGI, INC.							
REVISION	BY	DATE	CHECKED	CHECKED ALQ 12/14/22 CFX PROJECT# 538-234 SHEET 3									







SKETCH OF DESCRIPTION

LEGEND:

AC = ACRES C.B. = CHORD BEARING
C.D.=CHORD DISTANCECOR=CORNER $-/-/-/-=$ =LIMITED ACCESS R/W LINEC.M.=CONCRETE MONUMENT=R/W LINEEXIST=EXISTING=R/W LINEFND=FOUNDIDIDENTIFICATIONLINE DATA:ID=IDENTIFICATIONLINE DATA:LINE NUMBERL.A.=LIMITED ACCESS RIGHTL1S 22° 26' 04" E 338.39'(C)OF WAYL3N 67° 33' 56" E 45.00'(C)LB=LICENSED BUSINESSL4S 22° 26' 04" E 261.11'(C)NAD83=NORTH AMERICAN DATUML5S 85° 18' 47" W 369.96'(C)LOF 1983L6N 67° 33' 56" E 51.00'(C)C.D. = 81.08'(C)N&D=NAIL & DISKL6N 67° 33' 56" E 51.00'(C)C.D. = 81.08'(C)O.R.B.=OFFICIAL RECORDS BOOKL7N 67° 33' 56" E 51.00'(C)C.B. = S 23° 00' 39P.B.=PROPERTY LINEL8N 22° 26' 04" W 435.47'(C)CURVE C2P.B.=POINT OF BEGINNINGL10 S 85° 18' 47" W 89.25'(C)L = 46.52'(C)P.O.B.=POINT OF COMMENCEMENTL11 S 85° 18' 47" W 178.49'(C)C.D. = 46.52'(C)P.M=PERMANENT REFERENCE MONUMENTL13 N 85° 18' 47" W 30.90'(C)C.D. = 46.52'(C)L13 N 85° 18' 47" W 30.90'(C)C.B. = S 23° 55' 12L13 N 85° 18' 47" E 178.49'(C)CURVE C3
) PG./PGS. = PAGE/PAGES L14 S 22° 26' 04" E 30.90'(C) $\Delta = 02° 17' 59"(F)$
R= RADIUS $L11 + 5 + 22 + 26 + 50 + 40^{\circ} = 1 + 50.00^{\circ}(5)$ $R = 11359.00^{\circ}(F)$ R/W= RIGHT OF WAY $L15 + 5 + 26^{\circ} + 50^{\circ} + 40^{\circ} = 31.77^{\circ}(C)$ $L = 455.92^{\circ}(F)$ SEC.= SECTION $L16 + 5 + 22^{\circ} + 26^{\circ} + 04^{\circ} = 223.50^{\circ}(C)$ $C.D. = 455.89^{\circ}(F)$ S.F.= SQUARE FEET $L17 + N + 66^{\circ} + 24^{\circ} + 66^{\circ} = 25.00^{\circ}(C)$ $C.B. = N + 68^{\circ} + 20^{\circ} + 03^{\circ}$ T.B.= TANGENT BEARING $L18 + 5 + 43^{\circ} + 13^{\circ} $
NOTES: 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. 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. 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 53-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
Allen Oulekel 2024.04.19 STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA COUN
14:31:11-04 04 BY DATE PREPARED BY
ALLEN L. OUICKEL FLORIDA PSM# 6481 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR ON THE SIGNING SURVEYOR ON THE OATE OF DIGITAL SIGNATURE CHECKED ALQ 12/14/22 CFX PROJECT# 538-234 SHEET 7 OF

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:

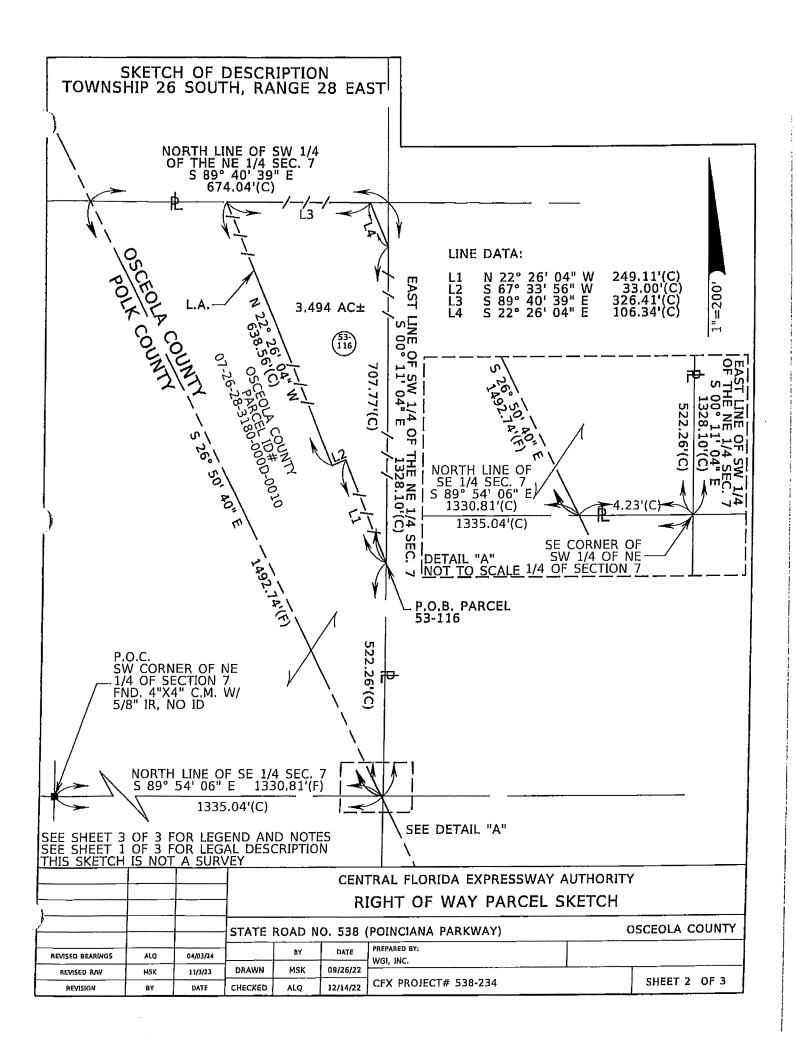
COMMENCE at a 4" by 4" concrete monument with a 5/8" iron rod with no identification marking the Southwest corner of the Northeast quarter of Section 7, Township 26 South, Range 28 East, Polk County, Florida, also being the Northwest corner of the Southeast quarter of said Section 7; thence South 89°54'06" 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								
ŕ			STATE	STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA							
UPDATE DESCRIPTION	ALQ	04/03/24		BY	DATE						
REVISED R/W	MSK	11/03/23	DRAWN	MSK	09/26/22	WGI, INC.					
REVISION	BY	DATE	CHECKED	CHECKED ALQ 12/14/22 CFX PROJECT# 538-234 SHEET 1 OF 3							



SKETCH OF DESCRIPTION

LEGEND:

AC= ACRESCB= CHORD BEARINGCD= CHORD DISTANCECOR= CORNERC.M.= CONCRETE MONUMENTEXIST= EXISTINGFND= FOUNDID= IDENTIFICATIONL= CURVE LENGTHL.A.= LIMITED ACCESS RIGHT OF WAYLB= LICENSED BUSINESSO.R.B= OFFICIAL RECORDS BOOKP= PROPERTY LINEP.O.B.= POINT OF BEGINNINGP.O.C.= POINT OF COMMENCEMENTP.B.= PLAT BOOKPG.= PAGER= RADIUSR/W= RIGHT OF WAYSEC.= SECTIONT.B.= TANGENT BEARINGA= DELTA/CENTRAL ANGLE	
NOTES:	
1. BEARINGS SHOWN HEREON ARE BASED O SECTION 7, TOWNSHIP 26 SOUTH, RANGI BASED ON NAD83, 2011 ADJUSTMENT ST	ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF 2 28 EAST AS BEING SOUTH 89°54'06" EAST, ATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY, FIELD FOR THE PURPOSE OF PREPARING	NO CORNERS WERE SET OR RECOVERED IN THE THIS SKETCH, EXCEPT AS SHOWN.
I REPORT AGSC FILE NUMBER 30361-110/1	S SUPPORTED BY THE PROPERTY INFORMATION 15/116 DATED OCTOBER 23, 2020 AT 8:00 AM, 110/115, DATED MARCH 1, 2023 AT 8:00 AM, AND 16, DATED MARCH 11, 2024 AT 8:00 AM, AS ERVICES 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, REVISION BY	CENTRAL FLORIDA EXPRESSWAY AUTHORITY 04/15/24 RIGHT OF WAY PARCEL SKETCH
Allow Outplot 2024.04.19	OSCEOLA COUNTY
Allen Quickel 431:38-04'00'	PREPARED BY: WGI, INC.
ALLEN L, QUICKEL FLORIDA PSM# 6481 THE SEAL ON THIS DOCUMENT WAS 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. 53-240A PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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 nall 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 COU								
				BY								
			DRAWN	MSK	11/16/22							
REVISION	BY	DATE	CHECKED	ALQ	12/14/22	22 CFX PROJECT# 538-234 SHEET						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-240B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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:

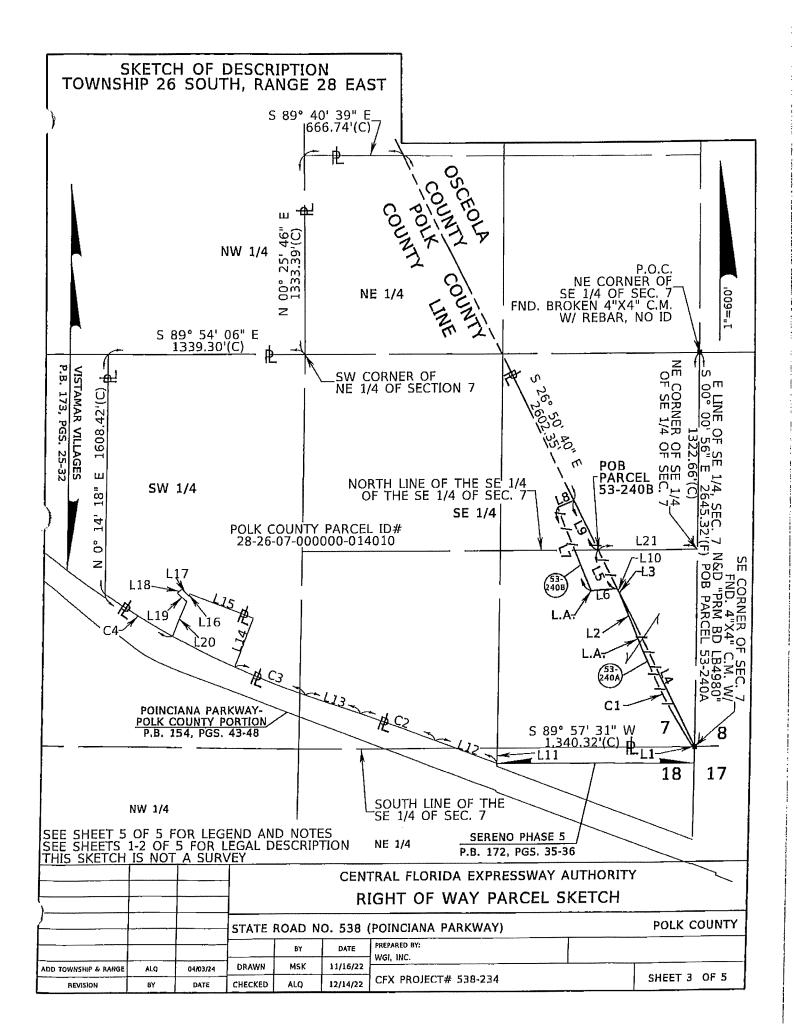
COMMENCE at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00'56" East, along the East line of said Southeast quarter, a distance of 1322.66 feet to the Northeast corner of 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 Countles and the POINT OF BEGINNING; 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 Count 26°50'40" East, along said

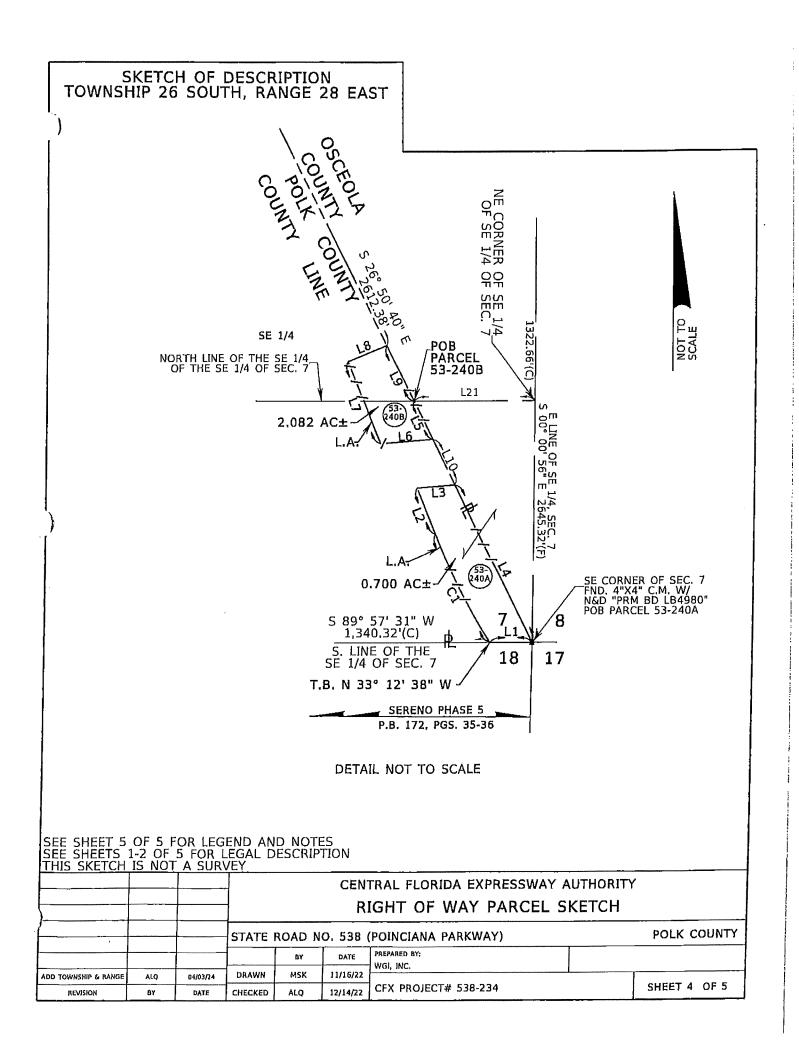
Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

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									
f			STATE	STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCE									
	<u> </u>		-	BY	DATE	PREPARED BY:							
		1	DRAWN	MSK	11/16/22	WGI, INC.							
REVISION	BY	DATE	CHECKED	ALQ	12/14/22 CFX PROJECT# 538-234 SHEET 2								





SKETCH OF DESCRIPTION

LEGEND:

						L		<u></u>		
	AC	I	ACRES			DATA:			CURVE	C1
	(C)	=	CALCULATE			, DATA;)° 46' 33"(C)
	CB	I	CHORD BE			c		10 071/0)		• •
	CD	-	CHORD DIS	TANCE	L1		57' 31" W	• •		23.77'(C)
	COF		CORNER		L2		26' 04" W			380.00'(C)
	C.M			MONUMENT	L3			0.09'(C)		822.56'(C)
		ST =	EXISTING		L4	S 26°	50' 40" E	1162.91(C)	C,B, =	N 27° 49' 21" W
	F		FIELD DIME	NSION	L5	S 26°	50' 40" E	288.10'(C)		
	FND		FOUND		LG	5 85°	18' 47" W	178.12'(C)	CURVE	C2
	١D		IDENTIFICA		L7	N 22°	26'04"W	606.84'(C)	$\Delta = 01$	l° 56' 04"(F)(P)
	L	11	CURVE LEN		L8	N 67°	33' 56" E	118.66'(C)	L = 55	0.41'(F)(P)
	L.A.		LIMITED AC		L9	5 26°	50' 40" E	375.00'(C)	R = 16	5302.40'(F)(P)
	1.5		RIGHT OF V		L10	S 26°	50' 40" E	31.77'(C)	C.D, =	550,38'(F)(P)
	LB		LICENSED E		L11		1' 55" W	101.78'(C)	C.B. =	N 70° 24' 32" W
	t (B. =		ECORDS BOOK	L12		26' 29" W	• •		
	P.	=	PROPERTY		L12		22' 34" W		•	C3
	POB		POINT OF B	COMMENCEMENT			41' 48" E	350.50'(F)(P)	•	° 18' 20"(F)(P)
	POC P.B.		PUINT OF C							
	Р.В. РG.	=	PAGE		L15		18' 12" W			
	R R	-	RADIUS				41' 48" W			46.58'(F)(P)
	R/W		RIGHT OF V	WAY	L17	•••	55' 32" W			522.69'(F)(P)
Ľ) SEC		SECTION		L18		06' 10" W	38.90'(F)(P)	C,B, =	N 68° 43' 24" W
٠î	, JLC. T.B.		TANGENT B	FARING			29' 27" E	82.22'(F)(P)		
	Δ			TRAL ANGLE	L20			248.79'(F)(P		
	///		-	CESS R/W LINE	L21	N 89°	58' 18" W	669.22'	Δ = 05	° 31' 50"(F)
			R/W LINE	,,,,					L = 54	5.05'(F)
		122	•	EASEMENT LIN	E				R = 56	46.58'(F)
									C.D. =	544.84'(F)
									C.B. =	N 58° 32' 44" W
	NOT									
	1, B	EARIN	GS SHOWN H	EREON ARE BA	SED C	ON THE	EAST LIN	E OF THE SO	UTHEAST	1/4_OF
	SE B/	CTIO	N 7, TOWNSH	HEREON ARE BA IIP 26 SOUTH, F 011 ADJUSTME	ANGE	28 EA ATE PLA	NF COOR	DINATES. FLO	DRIDA EAS	ST ZONE.
	2. TI			H IS NOT A SUI	RVEY, DING 1	NO CO	RERS WE	RESEIOR P	UECOVERE WN.	
	3. P/	ARCEL	INFORMATIC	N SHOWN HER UMBER 30361-	EON IS	S SUPPO	ORTED BY		TY INFOR	
	MA	ARCH	1. 2023 AT 8	3:00 AM. AND U	PDATE	ED MAR	CH 11, 20	24 AT 8:00 AT	M, AS PR	EPARED BY
	AN	IERIC,	AN GOVERNM	ENT SERVICES	CORPO	ORATIO	N,			
5	SEE SHEE	TS 3-4	4 OF 5 FOR S	KETCH OF DESC	RIPTIC	DN .				
15	SEE SHEE	TS 1-2	2 OF 5 FOR L	EGAL DESCRIPTI	ION					
Н	HEREBY CERT	IFY THAT	NOT A SURV		1					VAY AUTHORITY
ļ	DESCRIPTION I	S IN ACCO	RDANCE WITH	REV PER COMMENTS	ALQ	04/15/24				1
l	SURVEYING AN	D MAPPIN 17, FLOR	THIS SKETCH OF DRDANCE WITH CTICE FOR G AS SET FORTH IDA ADMINISTRATIVE APTER 472.027,	REVISION	BY	DATE	RIG	IHT OF WA	Y PARC	EL SKETCH
.1'			Self and a self and a self a s	L				A.V/)		POLK COUNTY
A	llen Quickei	2024.04.1	9	STATE ROAD NO	, 538 (, 		MT)		
1	LLEN L. QUICK		A DO A	BY	DATE	PREPARED BY	1			
1 61		6801	1900 - EV 1	DRAWN MSK	11/16/22					SHEET 5 OF 5
lô	N THE DATE O	THE SIG	MENT WAS NING SURVEYOR SIGNATURE	CHECKED ALQ	12/14/22	CFX PRC	JECT# 538-2	<u> </u>		SHEELS OF S
	-				-					

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 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.

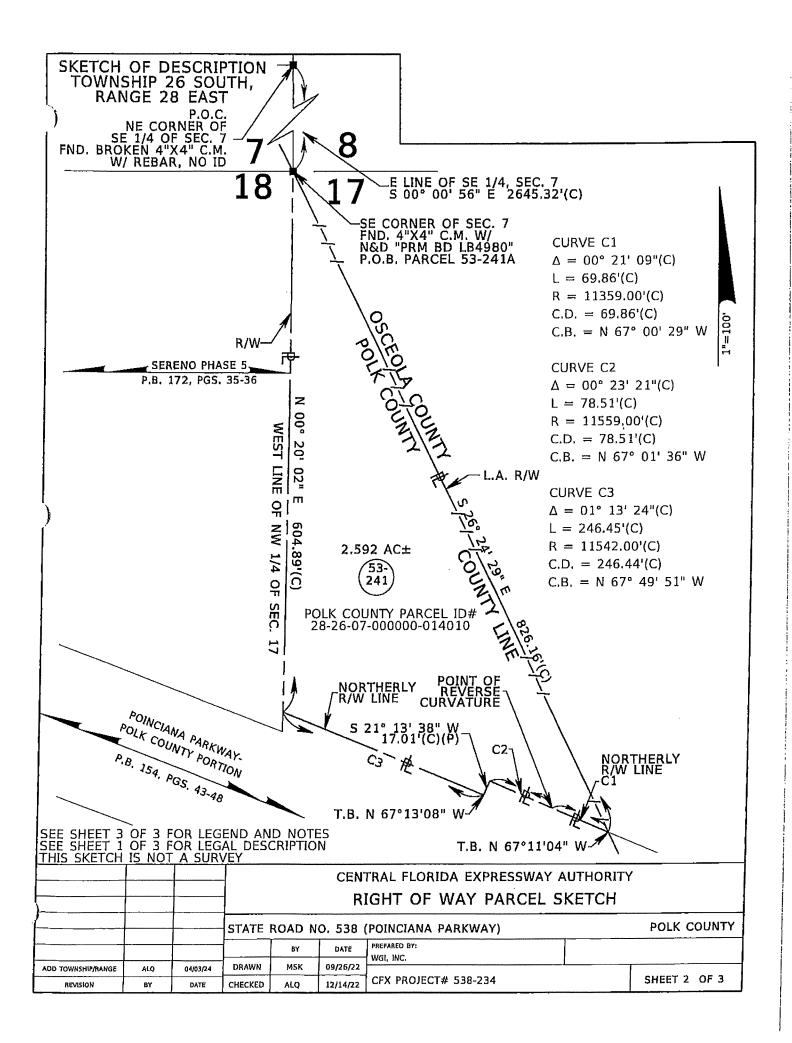
Lying within the following described boundaries described as follows:

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; 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 guarter 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									
<u> </u>			STATE	ROAD	10, 538	(POINCIANA PARKWAY)	OSCEOLA 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							



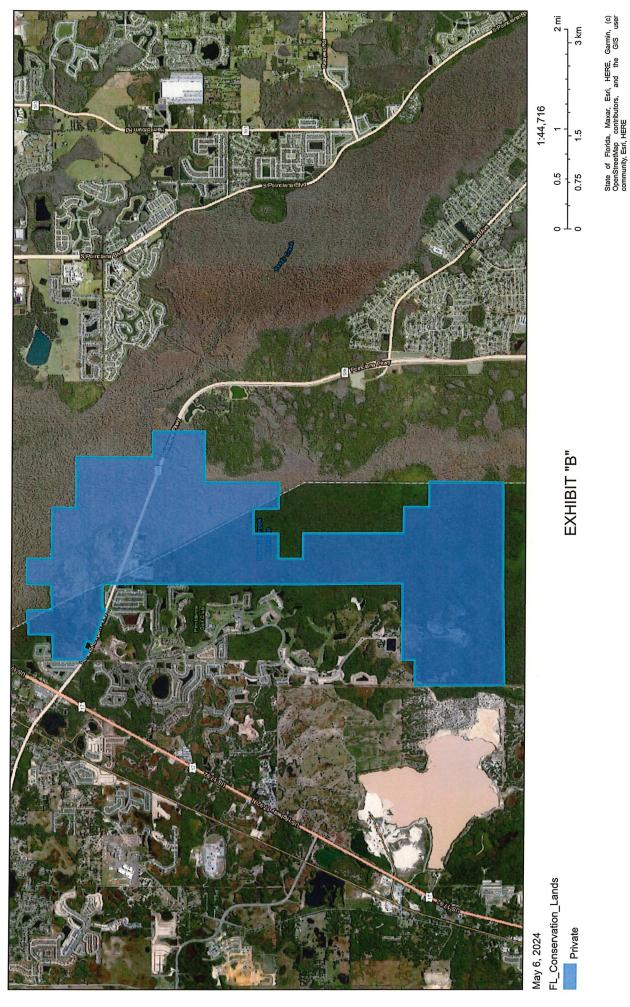
SKETCH OF DESCRIPTION

LEGEND:

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	L.A. = LIMITED ACCESS RIGHT OF WAY										
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	NAD83 = NORTH AMERICAN DATUM OF 1983										
	N&D = NAIL & DISK Q.R.B. = OFFICIAL RECORDS BOOK P = PROPERTY LINE										
}	P.B. = PLAT BOOK										
	P.O.B. = POINT OF BEGINNING										
	P.O.C. = POINT OF COMMENCEMENT										
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	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											
	MARCH 1,	2023 AT 8	3:00 AM, AND 1ENT SERVICE			ARCH 11, 2024 AT 8:00	AM, AS PREPARED BY				
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Allen Quickel 2024.04.19	STATE	POLK COUNTY			
ALLEN L. QUICKEL	-	BY	DATE	PREPARED BY:	
FLORIDA PSM# 6481 THE SEAL ON THIS DOCUMENT WAS	DRAWN	MSK	09/26/22	WGI, INC.	1
AUTHORIZED BY THE SIGNING SURVEYOR ON THE DATE OF DIGITAL SIGNATURE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234	SHEET 3 OF 3

Reedy Creek Mitigation Bank



Florida Department of Environmental Protection makes no warranty, expressed or implied, or assumes any legal liability for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

RIGHT-OF-WAY AND MITIGATION CREDIT ACQUISITION AGREEMENT (Parcels 53-110, 53-115, 53-116, 53-240 & 53-241)

THIS RIGHT-OF-WAY AND MITIGATION CREDIT ACQUISITION AGREEMENT ("Agreement") is made and entered into as of the Effective Date (defined below), by and between TCP II REEDY CREEK, LLC, a Florida limited liability company, whose address is 23 South Main Street, Suite 3A, Hanover, New Hampshire 03755 ("Seller"), and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("Purchaser").

<u>RECITALS</u>:

Pursuant to Section 348.753, Florida Statutes, Purchaser is empowered to construct, improve, maintain, and operate the Central Florida Expressway System and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access. Purchaser has identified the Property (defined below) as necessary right-of-way for the future construction and maintenance of right-of-way improvements for State Road 538 (the "Project"), together with all related appurtenances on the Property. Seller is the owner in fee title of the land located in Osceola County and Polk County, Florida, and being more particularly depicted on Exhibit "A" attached hereto and by reference incorporated herein (the "Seller's Overall Property"). Seller operates the approximately 3,520-acre Reedy Creek Mitigation Bank (the "Mitigation Bank"), a portion of which is currently permitted on the Property. In anticipation of construction of the Project, Purchaser contemplates the need to acquire a portion of the Seller's Overall Property for Project right of way, being approximately as described on *Exhibit "B"* attached hereto and by reference incorporated herein (the "Property"). The Parties have entered into this Agreement to formalize the terms and conditions by which (i) Seller shall reasonably cooperate with Purchaser in executing documents and applications to permit Purchaser to obtain certain approvals necessary for the Project, (ii) Seller shall sell to Purchaser certain wetland mitigation credits and (iii) upon receipt of the Approvals (defined below), Purchaser shall acquire the Property. Seller desires to sell and convey, under threat of condemnation, the Property and the Mitigation Credits (defined below) to Purchaser, and Purchaser desires to acquire from Seller the Property and Mitigation Credits in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. <u>Agreement to Buy and Sell</u>. The transaction contemplated by this Agreement, being entered into under the threat of condemnation, involves the sale and purchase of both wetland mitigation credits and the Property and consideration to be paid to Seller for its agreement to

consent to and cooperate in commercially reasonable good faith and support Purchaser's efforts to obtain the Approvals as defined in this Section 2; provided that Seller, shall not be obligated to incur any material costs or bring, or join in, any litigation or administrative proceeding in providing such support. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller (i) all released mitigation credits in the Mitigation Bank not previously sold to third parties, with a minimum of 41,134 state UMAM credits and 201.33 Federal M-WRAP credits (sometimes collectively referred to hereinafter as the "Mitigation Credits") and (ii) the Property each in the manner and upon the terms and conditions set forth in this Agreement. As further described in Section 5 hereof, Seller also agrees to reasonably cooperate with Purchaser in connection with Purchaser's obligations hereunder to obtain: (i) any and all permits and approvals reasonably necessary for the Project, including, without limitation, any required modification of the permits and federal Mitigation Banking Instrument for American Equities Mitigation Land Bank, as amended from time to time (collectively, the "MBI") for the Mitigation Bank, and (ii) the release or modification of the conservation easements imposed in connection with the Mitigation Bank (the "Conservation Easements") as the same pertain to the Property as may be necessary for Purchaser's acquisition of the Property and use thereof in construction and operation of the Project (the foregoing items (i) and (ii) being collectively referred to herein as the "Approvals"). Purchaser shall not be a sponsor or co-sponsor of the Mitigation Bank, nor the long-term steward for the Mitigation Bank, nor a permittee or co-permittee under the Mitigation Bank permit. Subject to the provisions of Section 28 below, with the reasonable cooperation of Purchaser, Seller shall be responsible for the transition and closure of the Mitigation Bank into the long-term maintenance phase, defined as the final state of the Mitigation Bank when all mitigation credits have been sold or otherwise eliminated and all trust funds (including but not limited to the hereinafter defined LTM Fund) and long-term maintenance and management obligations under the Mitigation Bank permit and the MBI have been successfully transferred to an independent third-party long-term steward approved by Seller and federal and state regulatory agencies (collectively, the "Bank Closure Process").

3. <u>Consideration to be Paid</u>. The consideration to be paid by Purchaser to Seller (the "Purchase Price") shall be paid as follows:

(a) FOURTEEN MILLION FIVE HUNDRED THOUSAND and No/100 Dollars (\$14,500,000.00) upon closing of the purchase of the Mitigation Credits as provided in Section 4 below ("Credit Purchase Incentive Payment").

(b) ONE MILLION TWO HUNDRED FIFTY THOUSAND and No/100 Dollars (\$1,250,000.00) ("Approvals Period Payment") by wire transfer of immediately available funds to the Trust Account of Sharma Eminent Domain Lawyers upon the earlier of (i) the issuance of the Approvals Notice or the expiration of the Approvals Deadline (each as defined herein), whichever is first to occur, or (ii) simultaneously with Purchaser's delivery of written notice of its election not to acquire the Property and resulting termination of this Agreement as may be permitted by the terms hereof. Purchaser acknowledges, notwithstanding any provision to the contrary contained in this Agreement, that absent a default by Seller as provided in Section 16(a), Purchaser's making of the Approvals Period Payment shall be a condition precedent to Purchaser's exercise of any termination right provided to Purchaser under the terms hereof.

(c) TWO MILLION TWO HUNDRED THOUSAND and No/100 Dollars

(\$2,200,000.00) ("Property Purchase Price") to be paid upon, and only in the event of, the closing of the sale and purchase of the Property ("Closing") as set forth in Section 6 below.

Subject to the indemnity provision set forth in Section 28 below and subject to the payment by CFX of any and all other costs, expenses and prorations related to the transactions as set forth herein, the Purchase Price shall be inclusive of the purchase price of the Mitigation Credits, the Property, any and all claims, damages or causes of actions, in law or in equity, Seller may have against Purchaser related to the acquisition of the Mitigation Credits and the Property or otherwise related to the Mitigation Bank, Seller's Overall Property, the MBI or the Project, including, without limitation, any and all monetary, incidental, special, consequential, severance or business damages and similar claims and all of Seller's attorneys' and consultants' costs and fees (collectively, the "Claims").

4. Sale and Purchase of Mitigation Credits.

(a) *Generally.* In consideration of Purchaser's payment of the Credit Purchase Incentive Payment, Seller shall (a) reserve in the name of Purchaser, and thereafter (b) convey and transfer to Purchaser all released and unreserved UMAM credits and all released and unreserved Federal M-WRAP credits in the Mitigation Bank on the terms and conditions provided in this Section 4.

Adjustment to Credit Purchase Incentive Payment; Credit for Previously (b) Reserved Credits. The monetary value of the Mitigation Credits shall be TEN MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND and No/100 DOLLARS (\$10,175,000.00) based on a \$125,000.00 per unit value for 41.134 state UMAM Credits and \$25,000.00 per unit value for 201.33 Federal M-WRAP credits. In the event that Seller is unable to sell or transfer a minimum of 41.134 state UMAM Credits and 201.33 Federal M-WRAP credits to Purchaser, the Credit Purchase Incentive Payment shall be reduced accordingly by multiplying the shortfall for the applicable type of credit with the per unit value for the applicable type of credit and deducting the resulting product from the Credit Purchase Incentive Payment. It is hereby acknowledged and agreed that the purchase of the Mitigation Credits contemplated herein includes 18.39 Federal M-WRAP credits related to the State Road 516 Project ("Previously Reserved Credits") which were previously separately paid for in the amount of Four Hundred Fifty-Nine Thousand Seven Hundred and Fifty and No/100 Dollars (\$459,750.00) and Purchaser shall receive a credit in that amount against the Credit Purchase Incentive Payment upon Purchaser's acquisition of the Mitigation Credits contemplated in this Section 4. Therefore, on the Mitigation Credit Closing Date (defined below), Purchaser shall pay to Seller in the manner provided by subsection 4(c) the sum of Fourteen Million Forty Thousand Two Hundred Fifty and No/100 Dollars (\$14,040,250.00).

(c) Reservation, Conveyance, and Withdrawal of Mitigation Credits. Upon the execution of this Agreement, Seller shall reserve and set aside upon its records the Mitigation Credits for purchase by Purchaser. On the thirtieth (30th) day following the execution of this Agreement, or such earlier date as may be agreed upon in writing between Seller and Purchaser (the "Mitigation Credit Closing Date"), Purchaser shall pay the Credit Purchase Incentive Payment, as the same may be adjusted by operation of subsection 4(b) above, to Seller in care of the Trust Account of Sharma Eminent Domain Lawyers. The Credit Purchase Incentive Payment shall be non-refundable upon delivery and due before Purchaser shall be authorized to pursue any

of the Approvals. Simultaneously with delivery of the Credit Purchase Incentive Payment, Seller shall deliver to Purchaser a Bill of Sale in the form attached hereto as Exhibit "G" evidencing Purchaser's acquisition of all rights with regard to the Mitigation Credits. From and after the Mitigation Credit Closing Date, Seller shall continue to reflect the Mitigation Credits as reserved upon its records in favor of Purchaser and, upon receipt of written direction from Purchaser from time to time in substantially the form attached hereto as Exhibit "H", shall deal with the Mitigation Credits in such manner as may therein be provided (each a "Credit Directive"). Upon identification by Purchaser of one or more projects requiring application of the Mitigation Credits as an offset to the impacts of said project(s) as set forth in a Credit Directive, Seller shall submit a Mitigation Credit withdrawal request to the Florida Department of Environmental Protection ("FDEP") (with respect to UMAM Credits) or to United States Army Corps of Engineers ("ACOE") (with respect to Federal M-WRAP Credits) in accordance with the provisions of the MBI requesting the withdrawal of the applicable credits from the applicable mitigation credit ledger. Upon receipt by Seller of acknowledgment by FDEP or ACOE, as the case may be, of the withdrawal of the applicable credits from the applicable mitigation ledger, Seller shall promptly furnish the same to Purchaser, which acknowledgement shall conclusively evidence the vesting of the applicable Mitigation Credits in Purchaser. Subject to the terms of this Agreement, including but not limited to the provisions of Section 28, from and after the Mitigation Credit Closing Date, Seller shall comply with the requirements of the MBI in order to maintain the Mitigation Credits in full force and effect. Provided however, neither the foregoing sentence nor any other provision contained in this Agreement shall constitute a warranty that the Mitigation Credits will not be adversely affected by the Approvals, and as provided herein, Purchaser releases Seller from any and all adverse effects or consequences to the Mitigation Credits resulting from Purchaser's pursuit of the Approvals and Purchaser hereby assumes all risks associated with the same. Notwithstanding any provision to the contrary contained in this Agreement, Seller's obligations under this subsection 4(c) shall survive the Mitigation Credit Closing Date and shall be binding upon any successors or assigns of Seller. All Mitigation Credits shall be conveyed by Seller to Purchaser free of any encumbrance or restrictions.

5. Application and Prosecution of Approvals.

Generally. After making the Credit Purchase Incentive Payment, Seller (a) shall provide a letter in the form of Exhibit "E", attached hereto and incorporated herein by this reference and Seller shall provide an agent authorization in the form of Exhibit "X", attached hereto and incorporated herein by this reference, authorizing Purchaser to seek the Approvals. Purchaser, at its expense and subject to the provisions of Section 28, shall thereafter apply for and undertake commercially diligent efforts to expeditiously obtain all Approvals, including, without limitation, the release of the Conservation Easements and the modification of the Mitigation Bank permit and MBI to exclude the Property and permit the use of the Property for the Project. Purchaser shall, at its sole cost and expense, engage and manage all necessary consultants required to pursue the Approvals after making the Credit Purchase Incentive Payment. Purchaser shall provide Seller a copy of any submittals made in seeking the Approvals. In consideration of the payments provided for herein, Seller, at no material additional cost to Seller and without waiving Seller's rights under Section 28, shall reasonably consent to and cooperate in good faith with Purchaser in obtaining the Approvals, including, without limitation, executing such documents and applications as may be reasonably necessary to grant Purchaser the right and authority to apply for and obtain all necessary Approvals, supporting such applications for the Approvals with

applicable agencies, and providing documentation, digital data, and existing information to assist Purchaser in obtaining the Approvals. Such cooperation shall include furnishing Purchaser with estimates of the long-term maintenance costs of the Mitigation Bank together with supporting documentation (including third-party proposals and a proposed long-term management plan) (collectively, the "Maintenance Information"), which Maintenance Information Purchaser agrees to include in its Approvals submittals for purposes of facilitating the evaluation of the Mitigation Bank's Long Term Maintenance Fund ("LTM Fund") by the applicable federal and state regulatory agencies having jurisdiction over the Mitigation Bank. Provided however, should Purchaser determine in its commercially reasonable discretion that any of the Maintenance Information shall be inaccurate or commercially unreasonable, then Purchaser shall have the right to propose corrections or obtain alternate proposals, and in such event, Seller and Purchaser shall exercise good-faith efforts to resolve any concerns identified by Purchaser with respect to the Maintenance Information. Purchaser shall provide Seller with written notice when all Approvals have been obtained (the "Approvals Notice"). In the event the Approval Deadline as set forth in Section 6 expires without acquisition of the Property by Purchaser, Purchaser shall nevertheless, at Purchaser's continuing expense but with the continued good-faith cooperation of Seller, complete the MBI and Mitigation Bank permit modifications contemplated in this Section 5 with all applicable agencies following expiration of the Approvals Deadline (defined below), as the same may be extended (with such modifications thereto as maybe required to account for the abandonment of the Project). This shall include, without limitation, payment of Purchaser's share of any increase in the LTM Fund as contemplated in Section 28. Nothing herein shall waive Seller's right to submit or complete the permit modifications if Purchaser is in breach, terminates the Agreement, or abandons the Project and any resulting costs or expenses incurred by Seller in prosecution thereof shall constitute Indemnified Losses as provided by Section 28.

Purchaser Cancellation of Outstanding and Unapplied Credits. (b) acknowledges that all mitigation credits within the Bank, including the Mitigation Credits, must be deducted from the Mitigation Bank's ledger and applied to permitted projects or otherwise cancelled in order to complete the Bank Closure Process. Accordingly, as part of the Approvals, with the exception of any of the Mitigation Credits which are specifically addressed in Section 5(c) hereof, with the continued good-faith cooperation of Seller, Purchaser shall request, conditioned upon issuance of the Approvals and effective upon the expiration of the Mitigation Credit Application Period (hereinafter defined), that the applicable federal and state regulatory agencies having jurisdiction over the Mitigation Bank cancel all outstanding and unapplied mitigation credits within the Bank that are not applied as either (i) mitigation to offset impacts generated by the Project or (ii) otherwise applied as part of a permitted project by the holder or assignor of the mitigation credits, including any unapplied outstanding mitigation credits reflected on Schedule 28 attached hereto (collectively, the "Third Party Mitigation Credits") as of the Mitigation Credit Application Period. In an effort to mitigate the Indemnified Losses resulting from the cancellation of any Third Party Mitigation Credits in accordance herewith, Seller, for no additional consideration, agrees to consent to, and cooperate in, the transfer, sale or assignment, including, without limitation, amending any Pending Reservations Agreements (hereinafter defined in Section 28 below), as may be necessary to effectuate this provision, of any outstanding and unapplied Third Party Mitigation Credits to Purchaser or any other third party entity who can use and apply the Third Party Mitigation Credits in any permitted project prior to the Mitigation Credit Application Period. Purchaser acknowledges that securing replacement credits as may be necessary for performance of the Pending Reservation Agreements and claims for direct damages

resulting from such cancellation and arising from Purchaser's acquisition of the Property, the Approvals or the Project shall constitute Indemnified Losses as provided by Section 28 below.

(c) Time for Application of Mitigation Credits. Purchaser, or its assigns, shall have until the earlier of (i) the third (3rd) anniversary of the Approvals Deadline or (ii) the date that Purchaser shall have delivered Credit Directives to Seller for all of the Mitigation Credits (the "Mitigation Credit Application Period") to deduct the Mitigation Credits from the Mitigation Bank's ledger and apply the Mitigation Credits to permitted project(s) pursuant to a Credit Directive. If, at the expiration of the Mitigation Credit Application Period, any of the Mitigation Credits shall not have been applied pursuant to a Credit Directive (each an "Unapplied Credit"), then Purchaser acknowledges that Seller shall have the right to cancel the reservation of the Unapplied Credits in Seller's records and, upon written demand of Seller, Purchaser, or any thirdparty to whom Purchaser may transfer any of the Mitigation Credits as authorized by this Section 5(d), shall execute and deliver to Seller a Bill of Sale substantially in the form attached hereto as Exhibit "G" conveying any and all rights of Purchaser or such third-party in such Unapplied Credits to Seller. Purchaser shall have the right to assign any of the Mitigation Credits to any third party during the Mitigation Credit Application Period and Seller agrees to consent to such assignment provided that any such assigned Mitigation Credits shall continue to be subject to the provisions of this Section 5(c), including Seller's right to cancel the reservation of any such Mitigation Credits which become Unapplied Credits as provided above. Purchaser expressly acknowledges and agrees that no portion of the Credit Purchase Incentive Payment shall be refundable or otherwise due and owing to Purchaser in the event of Purchaser's or any third party's transfer of any of the Unapplied Credits back to Seller as provided by this Section 5(d).

(d) *Survival.* The provisions of this Section 5 shall survive Closing or the earlier termination of this Agreement.

Agreement to Purchase Property Upon Receipt of Approvals. Subject to 6. satisfaction of the conditions precedent to Closing set forth in Section 10 below, Closing on the sale and purchase of the Property shall occur on the Property Closing Date as provided by Section 11(a). At Closing, Purchaser shall pay to Seller the Property Purchase Price set forth in Section 3(b) above by wire transfer of immediately available funds, subject to appropriate credits, adjustments and prorations as hereinbelow provided to the Trust Account of Sharma Eminent Domain Lawyers. Should Purchaser be unable to obtain all necessary Approvals within two (2) calendar years after the Mitigation Credit Closing Date (the "Approvals Deadline"), Purchaser shall not be obligated to acquire the Property or pay the Property Purchase Price in consideration therefor, excluding, however, any Approvals Deadline Extension Payment(s) which may be made pursuant to this Section 6. Purchaser shall have the right to extend the Approvals Deadline on four (4) occasions (each an "Approvals Deadline Extension") for an additional period of six (6) months for each Approvals Deadline Extension by delivering written notice of such election to Seller prior to the expiration of the then applicable Approvals Deadline (an "Approvals Deadline Extension Notice"). No Approvals Deadline Extension Notice shall be deemed delivered or effective unless and until Purchaser shall cause the sum of One Hundred Thousand and No/100th Dollars (\$100,000.00) (an "Approvals Deadline Extension Payment") to be transmitted to the Trust Account of Sharma Eminent Domain Lawyers. Any and all Approvals Deadline Extension Payment(s) made pursuant to this Section 6, shall be non-refundable to Purchaser upon payment to the Trust Account of Sharma Eminent Domain Lawyers and may be delivered to Seller but shall

be applicable to Property Purchase Price at and in the event of Closing. For purposes of this Agreement, the term "Property" shall also include all of Seller's right, title and interest in, to and under: (i) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings and fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations and licenses relating to or affecting the Property, (iv) all right, title and interest of Seller in and to any street, road, alley or avenue adjoining such Property, and (v) all of Seller's right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such Property. At Closing, Purchaser shall provide Seller an Easement in the form of *Exhibit "F"*, attached hereto and incorporated herein by this reference, which provides ingress/egress access for pedestrian, equipment, and vehicular traffic at all times to any remainder property within Seller's Overall Property.

7. <u>Satisfaction of Outstanding Property Interests.</u> This Agreement only applies to Seller's interest in the Property and the Mitigation Credits. Any compensation paid to Seller shall be exclusively Seller's and shall not be subject to any claims of apportionment. All costs or expenses incurred addressing any other interest or clearing title beyond the fee ownership of Seller shall be borne exclusively by Purchaser separate and apart from this Agreement.

8. <u>Survey and Title Matters</u>.

(a) <u>Survey</u>. Unless otherwise waived by Purchaser in writing, Purchaser may, within ninety (90) days after the Effective Date, at its cost, obtain a new current boundary survey (the "Survey") or certified sketch and legal descriptions of the Property prepared by a registered surveyor, licensed in the State of Florida (the "Surveyor"). If Purchaser elects to obtain a Survey, the Survey: (i) shall contain a metes and bounds legal description of the Property substantially consistent in all material respects of sketch and description of the Property set forth in <u>Exhibit "B"</u> attached hereto to be mutually agreed upon by the parties; (ii) shall be certified to Seller, Purchaser and the Title Company and Title Agent (defined below); and (iii) shall be in form and content which shall enable the Title Company to delete the standard survey exception and to issue a survey endorsement to the Title Policy (defined below). The Surveyor's seal shall be affixed to the Survey.

(b) Title Insurance. Unless otherwise waived by Purchaser in writing, within seventy-five (75) days after the Effective Date, Purchaser may obtain, at Purchaser's expense, a current title insurance commitment and a copy of all exceptions referred to therein (the "Title Commitment") from First American Title Insurance Company (the "Title Company") issued by Nelson Mullins Riley & Scarborough LLP ("Title Agent"). The Title Commitment shall irrevocably obligate the Title Company to issue an ALTA owner's title insurance policy approved for issuance in the State of Florida in the amount of the Property Purchase Price (the "Title Policy"), which Title Policy shall insure Purchaser's fee simple title to the Property, together with any appurtenant easements. The Title Commitment will initially be based on the description of the Property as set forth in Exhibit "B" attached hereto. Within fifteen (15) days after the parties have approved the legal description contained on the Survey, the Title Company shall issue an endorsement to the Title Commitment based on the Survey legal description whereupon Purchaser shall have the rights set forth in subsection 8(c) below with respect to any new matters contained on said endorsement.

(c) Title and Survey Objection. Within thirty (30) days after the receipt of the later to be received of the Survey or the Title Commitment, but no later than thirty (30) days prior to the Property Closing Date, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to Purchaser, which matters shall be referred to herein as "Title Defects". Purchaser is acquiring the Property subject to those matters set forth on *Exhibit "I"* attached hereto (collectively, the "Existing Permitted Title Matters"), which for purposes of this Agreement do not constitute Title Defects. The Existing Permitted Title Matters as well as any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "Permitted Exceptions". Seller, at its election, shall have thirty (30) days after receipt of the aforesaid notice from Purchaser (the "Seller's Cure Period") within which to use commercially reasonable efforts to cure such Title Defects to the reasonable satisfaction of Purchaser and the Title Company. In the event Seller fails or refuses to cure any Title Defect(s) within Seller's Cure Period, then Purchaser may at its option by delivering written notice thereof to Seller within seven (7) days after expiration of the Cure Period (i) terminate this Agreement as to the acquisition of the Property after making the Approvals Period Payment if the same has not been previously paid by Purchaser, whereupon the Agreement shall be deemed null and void and of no further force and effect as to the acquisition of the Property, and no party hereto shall have any further rights, obligations or liability hereunder as to the acquisition of the Property; or (ii) accept title to the Property subject to such Title Defect(s). For purposes of clarification and the avoidance of doubt, Seller and Purchaser acknowledge and agree that the foregoing termination provision shall only apply to Purchaser's obligation to acquire the Property and shall not pertain or extend to Purchaser's obligations with respect to the purchase of the Mitigation Credits, which obligation shall continue and shall be unaffected by any election of Purchaser not to acquire the Property. It is specifically understood and agreed that, without limitation, Purchaser hereby objects to and will require the removal, correction or deletion of (i) all standard exceptions set forth in the Title Commitment (subject to a specific reading of the Survey as to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus or encroachment identified on the Survey which affects the Property, (iii) all mortgages, monetary liens or similar encumbrances. Further, it is understood and agreed that Purchaser will deem a "Title Defect" and shall require Seller to release the Property of record from any financial obligation related to a property owner's association, including declarations, covenants and restrictions, At Closing, Seller shall provide the Title Company with such customary affidavits or other documents as are necessary to enable the Title Company to remove the standard exceptions from the Title Policy.

(d) <u>No Additional Encumbrances</u>. From and after the Effective Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, grant any occupancy agreement or other legal or equitable interest, which in any way affects the Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Effective Date and those that will be satisfied by Seller and released of record at Closing, and Seller hereby covenants that Seller shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rightsof-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements and agreements through the Property Closing Date. Not more than ten (10) days prior to Closing, Purchaser may cause the Title Company to update by endorsement the Title Commitment to a date within twenty (20) days of the date of Closing (the "Update Endorsement"), which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Seller. If the Update Endorsement includes any additional requirements in Schedule B-Section I, Seller must satisfy the same prior to Closing at Seller's sole cost and expense unless said new requirements were caused by an action of Purchaser. If the Update Endorsement includes any exceptions in Schedule B-Section II that are not already Permitted Exceptions, Seller must take all actions reasonably necessary to delete the same prior to the Closing unless said new exceptions were caused by an action of the Purchaser or unless Purchaser consents in writing to the same as a Permitted Exception prior to Closing; provided, however, Seller shall not be required to expend unreasonable amounts of money or commence any legal proceeding in order to cause such deletion. Subject to the provisions of the previous sentence, Seller's failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller. Provided however, and notwithstanding any provision of this subsection 8(d) to the contrary, Purchaser acknowledges that any title matters reflected on the Update Endorsement which arise directly as a result of Purchaser's actions and are not imposed by Seller shall not impose any curative obligations upon Seller.

9. <u>Inspections of Property</u>.

Upon not less than 48 hours' prior notice to Seller, Purchaser shall at all (a) times before Closing have the right of going upon the Property with its agents and engineers as needed to inspect, examine, survey, appraise and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for the Project. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the "Inspections") to be performed at Purchaser's expense. Provided however, Purchaser shall conduct all such Inspections in a manner which complies with the provisions of the Conservation Easements and the MBI. Purchaser and its consultants shall coordinate this inspection work with Seller and its designated contact person. Purchaser shall deliver or cause to be delivered to Seller certificates of insurance covering Purchaser and Purchaser's agents evidencing their liability and workers' compensation coverages in commercially reasonable amounts. Purchaser further covenants and agrees that such activities shall not cause any harm to Seller or the Property and that the Property shall be restored to substantially the same condition as existed immediately prior to Purchaser's inspection activities pursuant to this Section 9, in the event Purchaser does not acquire same. Without waiving the provisions of Section 768.28, Florida Statutes, Purchaser shall at all times indemnify, save harmless and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain or incur by reason of the exercise of Purchaser's right under this Section 9, including, without limitation, (i) any damage to the Property or to any person or other real or personal property, (ii) including the filing of any mechanics' or other statutory or common law lien or claims against the Property or any part thereof, and (iii) violations or alleged violations of the Conservation Easements or MBI by applicable regulatory agencies having jurisdiction over the Mitigation Bank. This provision shall survive Closing or earlier termination of this Agreement. Without limiting the foregoing, Purchaser shall have the right to have the Property tested, surveyed and inspected to determine if the Property contains any Hazardous Substances (defined below),

wastes, materials, pollutants or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to Purchaser in its sole discretion. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

(b) In the event Purchaser does not obtain all Approvals before the Approvals Deadline, as the same may be extended, or if Purchaser determines, in its commercially reasonable discretion, that contamination by Hazardous Substances renders it not feasible to develop the Property for the Project, then in such event Purchaser may, in Purchaser's sole discretion, elect to terminate this Agreement as to purchase of the Property by furnishing written notice thereof to Seller no later than the Approvals Deadline, as the same may be extended, and in such event the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. Provided however, no such termination shall be effective until Purchaser shall have made the Approvals Period Payment, and provided further that Seller shall not be obligated to return any Approvals Deadline Extension Payment(s) which may have been paid by Purchaser pursuant to the provisions of Section 6. For purposes of clarification and the avoidance of doubt, Seller and Purchaser acknowledge and agree that the foregoing termination provision shall only apply to Purchaser's obligation to acquire the Property and shall not pertain or extend to Purchaser's obligations with respect to the purchase of the Mitigation Credits, which obligation shall continue and shall be unaffected by any election of Purchaser not to acquire the Property. Further, neither the Credit Purchase Incentive Payment nor the Approvals Period Payment shall be refundable under any circumstance and shall not be considered as a credit to compensation in any subsequent eminent domain action.

(c) Within forty-five (45) days after the Effective Date, Seller shall deliver to Purchaser copies of the materials in Seller's possession identified on <u>Exhibit "J"</u> attached hereto (collectively, the "Seller's Due Diligence Materials"). All of Seller's Due Diligence Materials may be used by Purchaser in such manner as it desires. Purchaser acknowledges that Seller makes no representation or warranty regarding the accuracy or completeness of the Seller's Due Diligence Materials other than that the Seller's Due Diligence Materials represent complete and accurate copies of the materials that are maintained in Seller's files.

10. <u>Conditions Precedent to Purchaser's Obligation to Close</u>. Purchaser's obligation to purchase the Property (but not the Mitigation Credits) shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "Conditions to Close") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

(a) The representations, warranties and covenants of Seller contained in this Agreement shall be true and correct as of the Property Closing Date in all material respects.

(b) Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing.

(c) Purchaser, at Purchaser's expense, shall have obtained the Title Commitment from the Title Company in the full amount of the Property Purchase Price, subject only to the Permitted Exceptions.

(d) Purchaser shall have obtained all Approvals, or waived receipt thereof.

(c) The Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident or other materially adverse event that would prevent or prohibit the construction, operation and maintenance of the Project.

(f) Seller shall, at Seller's cost and expense, exempt Purchaser (or shall cause the Property to be exempt) from any assessments levied by a homeowners' association or property owners' association, if applicable, set forth in applicable declarations so long as the Property is owned by Purchaser and used for the construction, operation and maintenance of the Project (the "Association Exemption"). Purchaser and Seller shall cooperate in good faith to agree upon the form, manner, and content of the instrument establishing each such Association Exemption prior to the Approvals Deadline, as the same may be extended.

(g) Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller.

(h) In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived by Purchaser prior to the Property Closing Date, Purchaser may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement as to the purchase of the Property, or (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the Property Purchase Price. For purposes of clarification and the avoidance of doubt, Seller and Purchaser acknowledge and agree that the foregoing termination provision shall only apply to Purchaser's obligation to acquire the Property and shall not pertain or extend to Purchaser's obligations with respect to the purchase of the Mitigation Credits, which obligation shall continue and shall be unaffected by any election of Purchaser not to acquire the Property.

11. <u>Property Closing Date and Closing Procedures and Requirements.</u>

(a) <u>Property Closing Date</u>. Closing shall occur on the date that is sixty (60) days after the earlier to occur of (1) the Approvals Notice or (2) the Approvals Deadline, as the same may be extended (the "Property Closing Date"). The Closing shall occur at the offices of the Title Agent ("Closing Agent"), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier. The Closing Agent shall prepare all documents for Closing and act as escrow agent. Purchaser hereby waives any objection to

Closing Agent's representation of Seller in the preparation of this Agreement or in any future dispute or legal proceeding arising out of this Agreement.

Conveyance of Title. At the Closing, Seller shall execute and deliver to (b) Purchaser a Special Warranty Deed, in the form of Exhibit "C" attached hereto and incorporated herein by this reference, conveying fee simple marketable record title to the Property to Purchaser, free and clear of all liens and special assessments, easements, reservations, restrictions and encumbrances excepting only the Permitted Exceptions ("Deed"). In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller prior to Closing, such mortgage, lien or other encumbrance shall, at Purchaser's election, be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time.

(c) <u>Conveyance of Easement</u>. At the Closing, Purchaser shall execute and deliver to Seller an Easement for ingress/egress over the Property at a mutually agreed upon location, and in the form of <u>Exhibit "F"</u> attached hereto and incorporated herein by this reference.

(d) <u>Disclosure Affidavit</u>. At the Closing, Seller shall execute an affidavit disclosing each person or entity having a legal or beneficial interest in the Property as required under Section 286.23, Florida Statutes, as it may be amended from time to time. Such disclosure shall be made in the form of <u>Exhibit "D"</u> attached hereto and incorporated herein by this reference. Seller shall make such disclosure under oath, subject to the penalties for perjury. Seller waives the notice provision of Section 286.23(2), Florida Statutes and warrants that the affidavit shall disclose those persons or entities holding not less than five (5%) percent of the beneficial interest of the disclosing entity.

Prorating of Taxes and Assessments. Seller shall pay all taxes, assessments (e) and charges applicable to the Property for all years up to and including the date of Closing in accordance with Section 196.295, Florida Statutes. All general and special assessments and charges applicable to the Property shall be prorated as of the Property Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owners' association, which, if any, will be paid in full by Seller on or before the Property Closing Date. Prior to Closing, Seller shall deliver to Purchaser an estoppel letter from each and any property owner's association confirming the amount of all outstanding assessments, fees and charges due for the Property as of the Property Closing Date. At Closing, the Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share of such other taxes, assessment and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Property ("Governmental Authority"). Delivery of such tax payment to Osceola County along with a copy of the Deed and a request to Osceola County Tax Collector to remove the Property from the tax roll at Closing shall be the responsibility

of the Closing Agent and shall occur at Closing. If the real property ad valorem taxes, general assessments and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available. If the Closing occurs in November or December, Seller shall be responsible for the entire year's tax liability.

(f) <u>Special Assessments.</u> Seller shall pay all special assessments to the extent applicable to the Property, in full on or before the Property Closing Date.

(g) <u>Closing Costs</u>. Purchaser shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, if any (the sale of the Property is under threat of condemnation and it is anticipated that it shall be exempt from documentary stamp taxes pursuant to Section 12B-4014(13), F.A.C.), (iii) the cost of recording the Deed, and (iii) preparation and recordation of any instruments necessary to correct title. Purchaser shall also pay all costs of its due diligence and for obtaining the Approvals and the title insurance premium for the Title Commitment and Title Policy equal to the Property Purchase Price to be issued by Title Agent. The Closing Agent shall prepare, at Purchaser's sole expense, all Closing documents. Other than the aforementioned costs, each party shall pay its own attorneys' and consultants' fees and costs and other costs incurred by that party. Purchaser shall pay for all costs and expenses incurred with respect to its inspections of the Property.

12. <u>Warranties and Representations of Seller</u>. To induce Purchaser to enter into this Agreement and to purchase the Property and Mitigation Credits, Seller, in addition to the other representations and warranties expressly set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Purchaser and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Seller owns fee simple marketable record title to the Property and Mitigation Credits, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than the Permitted Exceptions, and there are no tenancy, rental or other occupancy agreements affecting the Property.

(b) There will be no tenant(s) remaining on the Property or asserting a right to possession of the Property as of the Closing Date. Seller shall indemnify and hold Purchaser harmless from any suit or claim, including monetary damages, brought by a tenant or any person or entity asserting a claim of possession.

(c) That Seller has not received any written notice and has no actual knowledge, that the Property, Mitigation Credits, or any portion or portions thereof is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, which special assessments or liens will be discharged by Seller prior to or at Closing, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding.

(d) There are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property, Mitigation Credits, Mitigation Bank, or any portion or portions thereof or relating to or arising out of the ownership of the Property or Mitigation Credits,

in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(e) Seller is a limited liability company duly organized and validly existing under the laws of the State of Florida and registered to do business in the State of Florida; Seller has taken all the necessary action under its organizational documents and the individual(s) executing this Agreement has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Seller hereunder

(f) Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance affecting the Property, Mitigation Credits or Mitigation Bank, or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property, Mitigation Credits, or Mitigation Bank, or any portion or portions thereof and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

(g) The Mitigation Credits have been duly released by the applicable Governmental Authority for sale and transfer by the Seller, are freely transferable by Seller to Purchaser, and have not otherwise been reserved in favor of any person or legal entity, except as otherwise set forth herein.

(h) No commitments have been made to any Governmental Authority (other than Purchaser), utility company, church or other religious body, or any homeowners association, property owners association or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property or Mitigation Bank, and no Governmental Authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property or any part thereof. The provisions of this section shall not apply to any general real estate taxes.

(i) Except for those matters disclosed in (x) that certain Phase I Environmental Site Assessment prepared by Stillwater Technologies, Inc. for American Equities Ltd. No. 7, STI Project No. 02002 and dated March 18, 1998 with additional information added on May 28, 1998 and (y) that certain Phase I Environmental Site Assessments titled "Reedy Creek Mitigation Bank – Osceola & Polk Counties, Florida" prepared by American Environmental Consulting for TCP II Reedy Creek, LLC dated April 28, 2023 (collectively, the "Environmental Reports"), to the best of Seller's knowledge, neither the Property or any portion of the Mitigation Bank nor beneath the surface of the Property or Mitigation Bank have ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle or dispose of Hazardous Substance and Seller has not received any written notice that the Property or beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle or dispose of Hazardous Substance and Seller has not received any written notice that the Property or beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle or dispose of Hazardous Substance. To the best of Seller's knowledge, the Property has never contained, nor does it now contain either asbestos, PCBs or other toxic materials, whether used in construction or stored on the Property. Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U.S. Government concerning any intentional or unintentional action or omission on Seller's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances on the Property.

(j) Except as disclosed in the Environmental Reports, to the best of Seller's knowledge, there are no pollutants, contaminants, petroleum products or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Property or any portion of the Mitigation Bank, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Property or any portion of the Mitigation Bank, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government, or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(k) Except as otherwise disclosed herein, no person or legal entity other than Purchaser has any right or option whatsoever to acquire the Property, Mitigation Credits, or Mitigation Bank, or any portion or portions thereof or any interest or interests therein.

(1) That Seller has not received any written notice from any agency with jurisdiction over the Mitigation Bank that there is any material and ongoing default under the MBI or the Mitigation Bank permit(s) and, to the best of Seller's knowledge, Seller and the Mitigation Bank are in full compliance with the MBI and Mitigation Bank permit(s).

(m) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

(n) Seller is a United States resident, not a foreign person (as such terms are defined in the Internal Revenue Code and Income Tax Regulations), for purposes of U.S. income taxation, and no withholding of sale proceeds is required with respect to Seller's interest in the Property under Section 1445(a) of the Internal Revenue Code.

(o) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Property Closing Date.

(p) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 12, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Purchaser when first available to Seller; and in the event of any change which may be deemed by Purchaser in its sole discretion to be materially adverse, Purchaser may, at its election, terminate this Agreement as the same pertains to the acquisition of the Property. For purposes of clarification and the avoidance of doubt, Seller

and Purchaser acknowledge and agree that the foregoing termination provision shall only apply to Purchaser's obligation to acquire the Property and shall not pertain or extend to Purchaser's obligations with respect to the purchase of the Mitigation Credits, which obligation shall continue and shall be unaffected by any election of Purchaser not to acquire the Property. For purposes of this Agreement, whenever the phrase "to the Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Charles Thompson and no others without duty of inquiry or investigation whatsoever. Purchaser acknowledges that Charles Thompson is named above solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from Charles Thompson.

13. <u>Warranties and Representations of Purchaser</u>. To induce Seller to enter into this Agreement, Purchaser, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Seller and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Mitigation Credits and the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder including, but not limited to, obtaining the Approvals.

(b) That to the best of Purchaser's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

(c) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Property Closing Date.

(d) That in the event that changes occur as to any of the foregoing representations and warranties of Purchaser contained in this Section 13, or in any other part of this Agreement, of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller when first available to Purchaser.

14. <u>Seller's Affirmative Covenants</u>. In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive Closing hereunder:

(a) From and after the Effective Date and until physical possession of the Property has been delivered to Purchaser and the Mitigation Credits have been transferred to Purchaser, Seller will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property and the Mitigation Bank or its use. Without limiting anything contained herein, Seller shall maintain the Property and the Mitigation Bank in accordance with the Mitigation Bank permit and the MBI. Prior to Closing, Seller will pay all taxes and assessments prior to the due date thereof, will not commit or permit any waste or nuisance with respect thereto, and will not undertake or permit any grading or any cutting of timber thereon.

(b) At Closing, Seller shall transfer, assign, and convey to Purchaser all of Seller's right, title and interest in and to all utilities and utility commitments which service or pertain in any manner to the Property, including, without limitation, any water or sewer connections which have been allocated in any manner to the Property or to Seller as owner of the Property and Seller's position on any waiting list relating to any such water or sewer connections.

(c) From and after the Effective Date, Seller shall not offer to sell the Property, Mitigation Credits, Mitigation Bank, or any portion thereof, to any other person or entity, nor enter into any verbal or written agreement, understanding, or contract relating to the sale of the Property, Mitigation Credits or Mitigation Bank.

(d) Except as otherwise expressly contemplated herein, from and after the Effective Date, Seller shall not encumber or create any liens on the Property, Mitigation Credits or Mitigation Bank.

15. <u>Purchaser's Affirmative Covenants</u>. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that Purchaser shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by Purchaser of its obligations hereunder.

16. <u>Defaults</u>.

Pre-Closing Default by Seller. In the event, prior to Closing, Seller fails to (a) comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, or in the event that Seller fails to timely close the transaction contemplated herein, Purchaser, in Purchaser's sole discretion, shall be entitled to, as Purchaser's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Seller; or (ii) upon giving written notice to Purchaser as herein provided, terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein. Provided however, in the event that such default shall occur after the Mitigation Credit Closing Date and payment of the Credit Purchase Incentive Payment, then Purchaser's termination rights shall be solely limited to those provisions of the Agreement pertaining to acquisition of the Property and shall not pertain or extend to Purchaser's obligations with respect to the purchase of the Mitigation Credits, which obligation shall continue and shall be unaffected by any election of Purchaser to terminate this Agreement as to the acquisition of the Property.

(b) <u>Pre-Closing Default by Purchaser</u>. In the event, prior to Closing, Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Purchaser under the terms and provisions of this

Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller, in Seller's sole discretion, shall be entitled to, as Seller's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Purchaser or (ii) upon giving written notice to Purchaser as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereby shall be deemed null and void and of no further force or effect whatsoever, except as otherwise provided herein.

(c) <u>Post-Closing Default by Seller or Purchaser</u>. With respect to a default by either party of any of its obligations under this Agreement that survive Closing, or any breach of a representation or warranty contained in this Agreement provided that such claim is made within the survival period, the non-defaulting party may pursue all remedies that may be available to the non-defaulting party, at law or in equity; provided, however, in no event shall a party be liable for special, consequential, punitive, exemplary, indirect, or speculative damages of any kind whatsoever.

(d) <u>Survival</u>. The provisions of this Section 16 shall expressly survive Closing.

17. <u>Possession of Property</u>. Seller shall deliver to Purchaser full and exclusive possession of the Property on the Property Closing Date, subject only to the Permitted Exceptions.

18. **Condemnation**. In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any Governmental Authority or entity, other than Purchaser, prior to the Closing Date, Purchaser shall have the option of either (i) terminating this Agreement by giving written notice thereof to Seller, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation. Provided however, in the event that Purchaser's election to terminate this Agreement shall occur after the Mitigation Credit Closing Date and payment of the Credit Purchase Incentive Payment, then Purchaser's termination rights shall be solely limited to those provisions of the Agreement pertaining to acquisition of the Property and shall not pertain or extend to Purchaser's obligations with respect to the purchase of the Mitigation Credits, which obligation shall continue and shall be unaffected by any election of Purchaser to terminate this Agreement. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such Governmental Authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

19. Broker.

(a) Seller hereby represents and warrants to Purchaser that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property or Mitigation Credits contemplated hereby. Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Purchaser shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller agrees to retain legal counsel to defend Purchaser against any claim brought by an agent, broker or finder claiming to have been engaged by Seller. If Seller refuses to retain legal counsel to defend Purchaser, Seller shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Purchaser in its defense and to pursue Purchaser's rights to be indemnified by Seller.

Purchaser hereby represents and warrants to Seller that Purchaser has not (b)engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property or Mitigation Credits contemplated hereby. Without waiving the provisions of Section 768.28, Florida Statutes, Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Purchaser, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker or finder claiming to have been engaged by Purchaser. If Purchaser refuses to retain legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

20. <u>Notices</u>. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 pm, local Orlando, Florida time and the recipient has confirmed receipt by response email), to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

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

Copy to:	Central Florida Expressway Authority Attn: General Counsel 4974 ORL Tower Road Orlando, Florida 32807
Copy to:	Nelson Mullins Riley & Scarborough LLP Attn: Richard N. Milian, Esq. 390 N. Orange Avenue, Suite 1400 Orlando, Florida 32801 Email: richard.milian@nelsonmullins.com
Seller:	TCP II Reedy Creek, LLC, Attn: David Hoffer 23 South Main Street, Suite 3A Hanover, New Hampshire 03755 Email: dhoffer@lymetimber.com
Copy to:	Prineet D. Sharma, Esq. Sharma Eminent Domain Lawyers 3732 Winter Garden Vineland Road Winter Garden, Florida 34787 Email: prineet@sharmafl.com

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

21. <u>General Provisions</u>.

(a) No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(b) This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

(c) The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. This Agreement and any right or obligation of any party arising under this Agreement, may be assigned or delegated without the written consent of all parties.

(d) Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

(e) The headings inserted at the beginning of each section or subsection are for convenience only, and do not add to or subtract from the meaning of the contents of each section or subsection, as applicable.

(f) Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing with respect to the Property or for the transfer of the Mitigation Credits as contemplated herein.

(g) This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Osceola County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

(h) All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

(i) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

22. <u>Survival of Provisions</u>. No covenants or obligations (including indemnities, representations and warranties) set forth in this Agreement shall survive termination or Closing hereunder unless expressly stated herein to the contrary. All survival periods shall be indefinite unless otherwise expressly stated herein.

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

24. <u>Attorneys' Fees</u>. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Purchaser's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Purchaser to be sued.

25. <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed in two or more counterpart copies, including digital and electronic signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

26. <u>Amendment to Agreement</u>. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. Purchaser does hereby confer upon the Executive Director or Executive Director's designee, the authority, without further approval from the Purchaser, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements and similar documents set forth in this Agreement, and the Purchaser's signature of those agreements, amendments, easements, contracts and similar documents is hereby authorized.

27. <u>Effective Date</u>. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either Purchaser or Seller executes this Agreement.

Indemnity for Approvals. Purchaser shall indemnify and hold Seller harmless 28. from and against any and all impacts, costs, expenses, charges, obligations, fines, damages or losses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) caused by or arising from (i) the Mitigation Bank permit modification and MBI modification processes and any other permits and approvals as necessary for Purchaser to undertake the Project, (ii) the release or modification of the existing conservation easement over the Property, (iii) securing replacement credits as may be necessary for performance of the listed contracts on Schedule 28 attached hereto and incorporated by reference (the "Pending Reservation" Agreements") and claims for direct damages arising from the Pending Reservation Agreements; (iv) the acquisition of the Property (but excluding any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages and similar claims released pursuant to Section 29 below); and (v) any cost increase incurred by Seller in the Bank Closure Process directly caused by the Purchaser's acquisition of the Property, the Approvals or the Project (collectively the "Indemnified Losses"). The Indemnified Losses shall include but not be limited to, (x) direct financial impacts imposed on or incurred by Seller or the Mitigation Bank and (y) secondary impacts as part of the permit or MBI modification process that results in financial impact to Seller or the Mitigation Bank regardless of whether or not Purchaser ultimately obtains the Approvals. If the Mitigation Bank's LTM Fund is increased by any federal agency by applying a lower assumed rate of return, and/or by adding provisions for inflation or administrative costs, for such LTM Fund investments than the current approved and assumed rate of return (a "LTM Return Adjustment"), then Seller shall be responsible for the first THREE HUNDRED

NINETY-FIVE THOUSAND and No/100 Dollars of such increase (the "LTM Cap"). Purchaser shall be responsible for (i) any increase in the LTM arising from a LTM Return Adjustment over and above the LTM Cap and (ii) the entirety of any increase in the LTM Fund arising for any reason other than a LTM Return Adjustment. The Indemnified Losses shall not include any incidental, punitive, consequential, remote or speculative damages not directly related to the actions of any governmental agency or regulatory authority having jurisdiction over the Mitigation Bank for the expressly enumerated Indemnified Losses set forth above. Any claim relating to the loss of credits as a result of the actions of any governmental agency or regulatory authority having jurisdiction over the Mitigation Bank shall not exceed the cost of any required replacement credits. Prior to making any claim for indemnity hereunder, Seller shall notify Purchaser in writing of any anticipated Indemnified Losses and shall provide Purchaser an opportunity to contest or appeal such Indemnified Loss with any applicable Governmental Authority or tribunal and Seller shall assist Purchaser in such contest at no additional material expense to Seller. Nothing herein is intended to constitute a waiver of sovereign immunity beyond the limits of Section 768.28, Florida Statutes. This Section 28 shall survive the Closing or earlier termination of this Agreement.

29. <u>Release of Other Claims</u>. Except for liabilities expressly surviving Closing as set forth in this Agreement including but not limited to Purchaser's indemnity obligations arising pursuant to Section 28, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the Deed, Seller shall thereby release and forever discharge Purchaser, of and from all Claims, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the Purchaser, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property or Mitigation Credits to Purchaser, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages. Seller shall execute and deliver at Closing a waiver and release of Claims confirming the foregoing. Nothing herein shall be deemed to release Purchaser from its obligations or liabilities under this Agreement.

30. <u>Not an Offer</u>. Notwithstanding anything to the contrary in this Agreement, if the sale of the Property contemplated under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain or inverse condemnation proceeding with respect to the Property.

31. <u>Limited Access</u>. Seller hereby agrees, acknowledges, and understands that the Project is anticipated to be a limited access right-of-way, and as such, Purchaser has the right, at any time, to record and establish the limited access lines on and along real property owned by Purchaser for the Project adjacent to the Mitigation Bank, Property, or any other real property owned or retained by the Seller located adjacent to the Project subject to the Easement reservation for access addressed in Section 6 hereof. Seller waives and disclaims any claim against Purchaser, in law or in equity, based upon the establishment of the limited access lines for the Project. In no event shall Purchaser be liable for any claims or damages based on the establishment of the limited access lines for the Project, including, without limitation, any monetary, incidental, special, exemplary, or consequential damages. The provisions of this Section shall survive the Closing. Seller has read and understands the provisions of this Section.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

WITNESSES:

"SELLER"

TCP II REEDY CREEK, LLC, a Florida limited liability company

By: LTC Management LLC, its manager

Print Name:

By:

Print Name: Title: Managing Member

Print Name:

STATE OF NEW HAMPSHIRE COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of ______, 2024, by ______, as Managing Member of LTC Management LLC, a Delaware limited liability company, as Manager of TCP II Reedy Creek, LLC, a Florida limited liability company, on behalf of the organization. He/she is personally known to me OR produced as identification.

Notary Public
Printed Name:
Commission No.:
My Commission Expires:

[SEE FOLLOWING PAGE FOR PURCHASER'S SIGNATURE]

Signed, sealed, and delivered in the presence of:	"PURCHASER"					
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY					
Print Name:						
Print Name:	By: Michelle Maikisch, Executive Director					
	Date:					
ATTEST: Regla ("Mimi") Lamaute Manager of Board Services						
	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of, 2024 for its exclusive use and reliance.					
	By:					
	General Counsel					

STATE OF FLORIDA) COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 2024, by Michelle Maikisch, as Executive Director of the Central Florida Expressway Authority, on behalf of the organization. She is personally known to me OR produced ______ as identification.

NOTARY PUBLIC

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

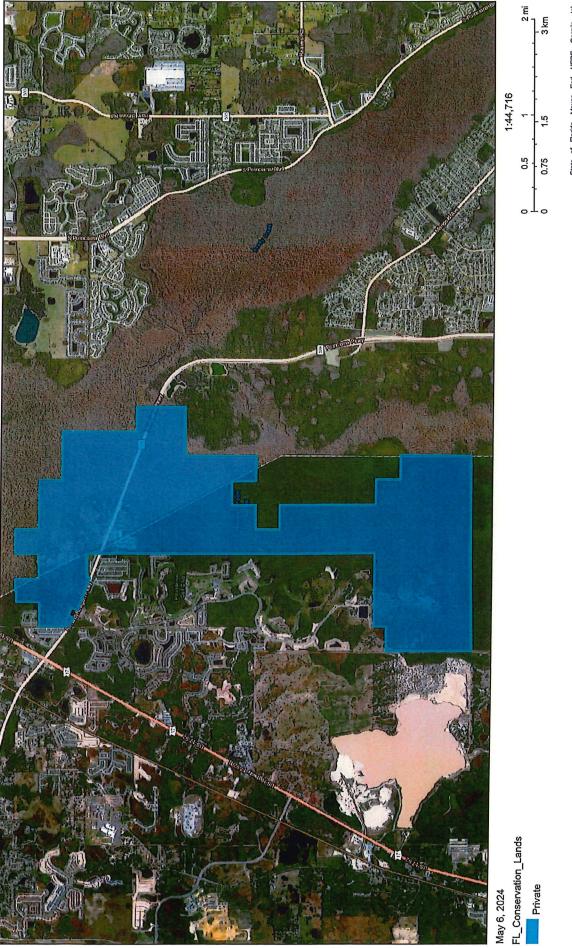
EXHIBIT "A"

DESCRIPTION OF SELLER'S OVERALL PROPERTY

[Insert map]

ACTIVE 695694816v5 4868-9554-8597 v.2 112842/00756, 8:04 AM, 04/08/2024 ORLDOCS 21341320 2 19125.0276 ACTIVE 697405996v2

Reedy Creek Mitigation Bank



Map created by Map Direct, powered by ESRI. s.product.or process disclosed.or represents that its use would not infinge privately owned rights. 5 Florida Department of Environmental Protection makes no warranty.expressed or implied.or assumes any legal liability or responsibility for the accuracy.com

State of Florida, Maxar, Esrl, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Esrl, HERE

EXHIBIT "A"

EXHIBIT "B"

LEGAL DESCRIPTION OF THE PROPERTY

[Insert sketch and description of take area]

ACTIVE 695694816v5 4868-9554-8597 v.2 112842/00756, 8:04 AM, 04/08/2024 ORLDOCS 21341320 2 19125,0276 ACTIVE 697405996v2

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 98.12 feet; thence North 67°31.91 (West, a distance of 98.12 feet; thence North 21°19'17" West, along the Westerly line of said Tract P-1, a distance of 197.09 feet; thence North 21°19'17" West, along the Westerly line of said Tract P-1, a distance of 197.09 feet; thence North 25°16'35" East, a distance of 98.12 feet; thence North 24°20'46" West, a distance of 236.97 feet to the beginning of a non-tangent curve concave Northeasterly and

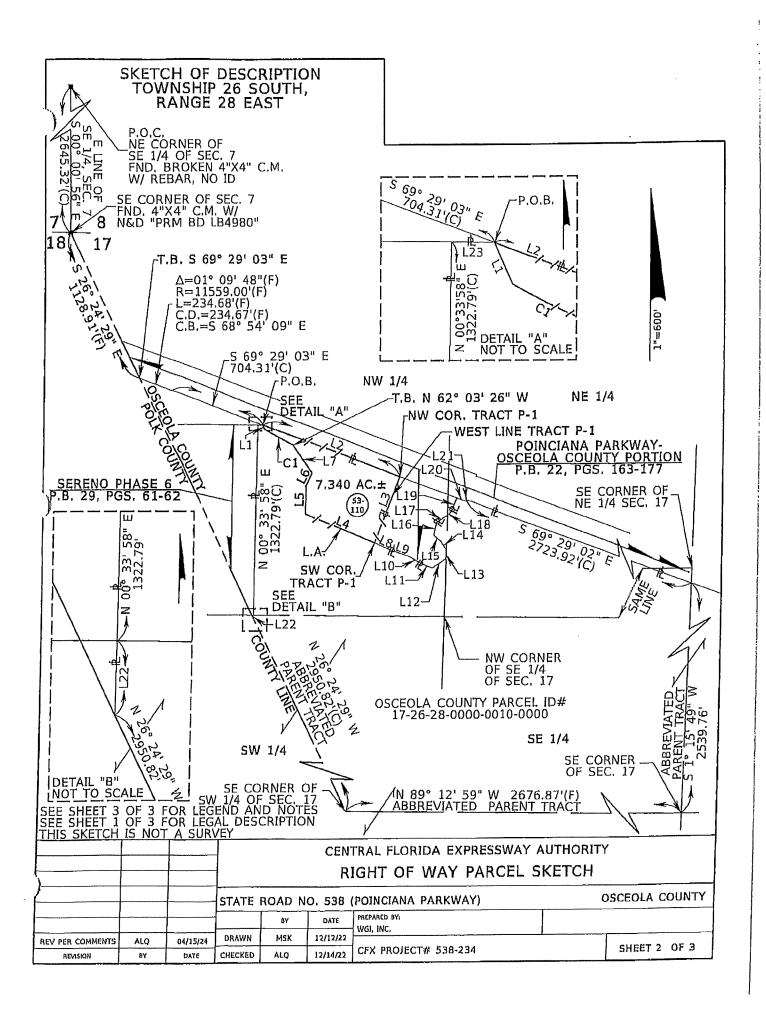
Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

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

EXHIBIT "B"

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH									
{			STATE	ROAD	IO. 538	(POINCIANA PARKWAY)	OSCEOLA COUNTY						
				6Y	DATE	PREPARED BY: WGI, INC.							
			DRAWN	MSK	12/12/22								
REVISION	BY	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234 SHEET 1 OF 3							



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	C,B,		D BEARING			LINE	DATA:		
	C.D. COR	= CHOR	D DISTANCE			L1	N 24° 29	' 35" W	32.69'(C)
	C.M.		RETE MONUME	INT		L2	S 69° 29	03" E	1044.29'(C)
	EXIST	= EXIST				L3 L4	S 21° 19 N 67° 53		491.91'(C) 535.57'(C)
	FND	= FOUN	-			L5	N 00° 00	'00"E	197.09'(C)
	ID L		IFICATION			L6 L7	N 25° 16 N 34° 20	' 35" E ' 46" W	98.12'(C) 236.97'(C)
	L.A.		D ACCESS RIC	HT OF W	۹Y	L8	S 66° 34	58" E	117.09'(C)(P)
	LB	= LICENS	SED BUSINESS			L9 L10	S 71° 02' S 59° 17	' 15" E ' 17" E	157.23'(C)(P) 96.19'(C)(P)
	NAD83		AMERICAN D	ATUM OF	1983	L11	S 67° 36	41" E	82.33'(C)(P)
	N&D O.R.B.		AL RECORDS	BOOK		L12 L13	N 55° 05 N 04° 12		107.27'(C)(P) 66.73'(C)(P)
	۹. ال		RTY LINE	BOOK		L14	N 33° 07 N 47° 30	55" W	67.87'(C)(P) 65.26'(C)(P)
	P.B.	= PLAT				L15 L16	N 11° 30	' 17" E	90.40'(C)(P)
	P.O.B.		OF BEGINNING			L17 L18	N 55° 27' N 51° 24'	41" E	76.38'(C)(P) 48.27'(C)(P)
(P.O.C. PRM		OF COMMENC			L19	N 20° 30'	56" E	102.91 [•] (C)(P)
1	PG./PGS.	= PAGE/I		NCL MON	J 1112-14 1	L20 L21	5 69° 29'		70.33'(C)(P) 12.00'(C)(P)
	R	= RADIU				L22	N 00° 33'	58" E	20.57'(C)(P)
	R/W	= RIGHT				L23	\$ 89° 11'	38" E	33.98'(C)(P)
•	SEC. T.B.	= SECTIO	NT BEARING						
ť	W/	= WITH	IVI DEARING						
	Δ		CENTRAL ANG			CURV	E C1		
			D ACCESS R/W	LINE		$\Delta = 0$)2° 57' 31"(26,94'(C)	(C)	
		= R/W LII	VE 'UAL EASEMEN			R = 4	395.00'(C)		
	NOTES:			i bativin			= N 60° 34' 226,92'(C)		
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	SECTION	7. TOWNS	HIP 26 SOUTH 2011 ADJUSTI	. RANGE 2	28 EAST A	S BEIN	ig south ()0°00'56'	'EAST,
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	UPDATED	BY AGSC	FILE NUMBER	30361-110	0/115.DA	TED M/	ARCH 1.20	23 AT 8:	00 AM AND
	CORPORA	TION.	1, 2024 AT 8:0	JU AM, AS	PREPARE	DBIA		JUVERNIN	IENT SERVICES
SEE S	HEET 2 OF	3 FOR SKE	TCH OF DESC	RIPTION					
THIS	SKETCH IS	NOT A SUR	AL DESCRIPTION)N					
I HEREBY	Y CERTIFY THAT T TION IS IN ACCOR	HIS SKETCH OF			(CENTRA	L FLORIDA	EXPRES	SWAY AUTHORIT
	Y CERTIFY THAT T TION IS IN ACCOR NDARDS OF PRAC NG AND MAPPING TER 5J-17, FLORID URSUANT TO CHAF STATUTES.	AS SET FORTH A ADMINISTRATIVE	REV PER COMMENTS	<u>├</u> ──`	4/15/24 DATE	RIGH	T OF W	AY PAR	CEL SKETCH
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-115A PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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 67°33'56" East, a distance of 663.10 feet; thence North 67°33'56" East, a distance of 587.19 feet; thence North 67°33'56" East, a distance of stance 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	ROAD N	IO. 538	(POINCIANA PARKWAY)	OSCEOLA COUNTY						
			-	BY	DATÉ	PREPARED BY:							
			DRAWN	MSK	11/16/22	WGI, INC.							
REVISION	BÅ	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234 SHEET 1 O							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-115B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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 sald curve and along sald 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 Countles 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.

Containin	g 25.54	5 Acres	, more c	or less	•	SEE SHEETS 5-7 OF 7 FOR SKETCH OF DESCRIPTION SEE SHEET 7 OF 7 FOR LEGEND AND NOTES							
]		CEN	TRAL FLORIDA EXPRESSWAY	AUTHORITY						
1			-	RIGHT OF WAY PARCEL SKETCH									
)			STATE F	ROAD	10. 538	(POINCIANA PARKWAY)	OSCEOLA COUNTY						
	+		-	BY	DATE	PREPARED BY: WGI, INC.							
**		1	DRAWN	MSK	11/16/22								
REVISION	BY	DATE	CHECKED	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. 53-815 PURPOSE: AIR RIGHTS EASEMENT ESTATE: EASEMENT

LEGAL DESCRIPTION

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.

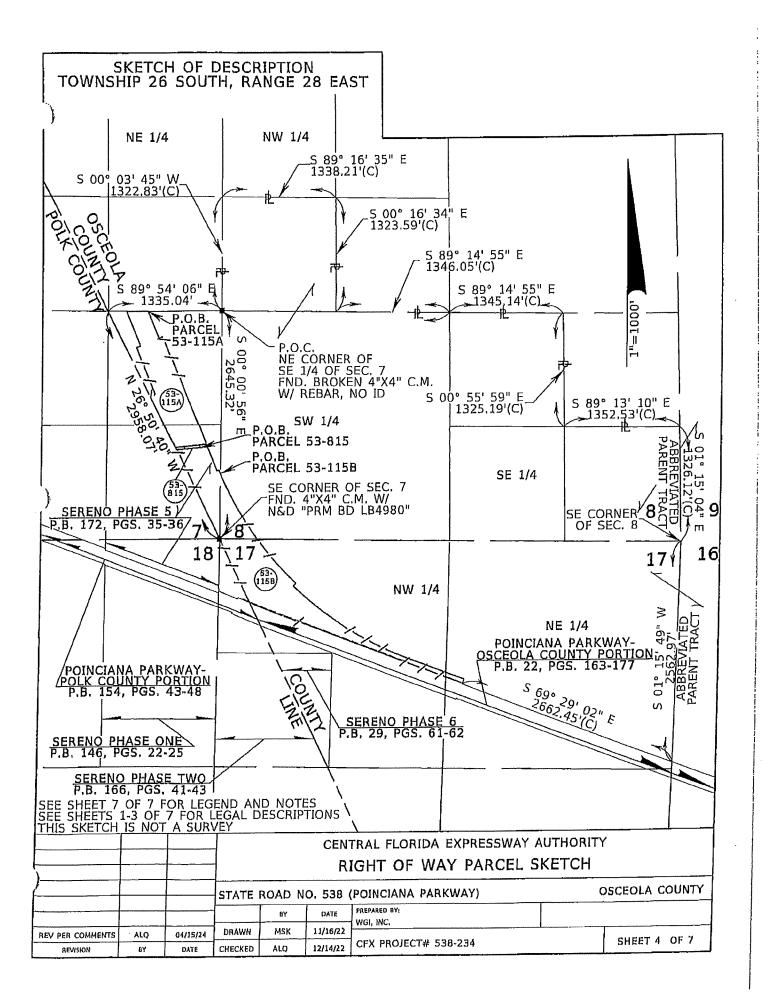
Lying within the following described boundaries described as follows:

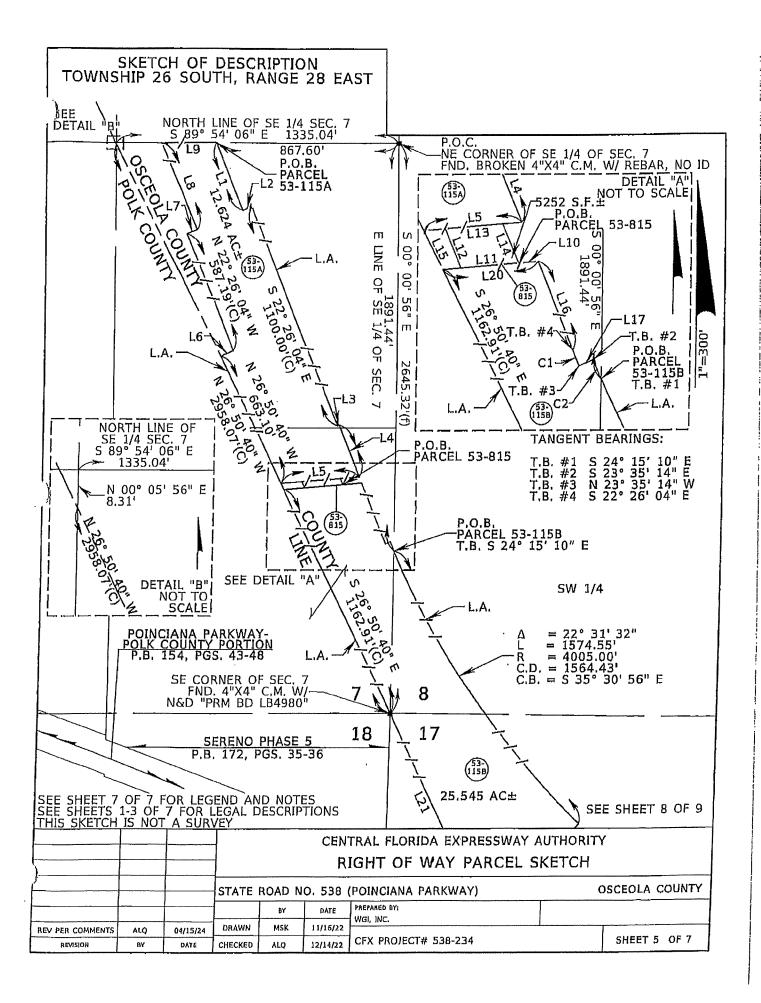
Commence at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00'56" East, along the East line of said Southeast quarter, a distance of 1891.44 feet to the beginning of a non-tangent 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°35'14" West, run Northwesterly along the arc of 39'0'39" 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; thence 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 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

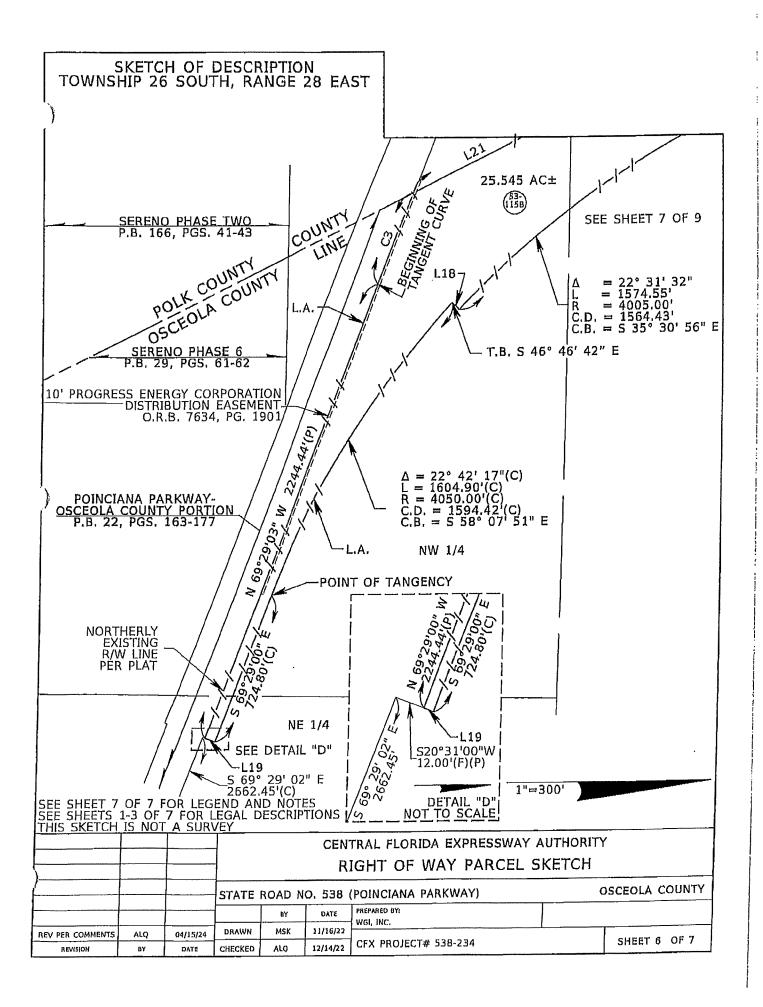
Containing 5252 Square Feet, more or less.

SEE SHEETS 5-7 OF 7 FOR SKETCH OF DESCRIPTION SEE SHEET 7 OF 7 FOR LEGEND AND NOTES

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i E				STATE	ROAD	10, 538	(POINCIANA PARKWAY)	(DSCEOLA COUNTY	
	·····			-	BY	DATE	PREPARED BY:			
<u> </u>	,	+		DRAWN	MSK	13/16/22	WGI, INC.			
P	REVISION	BY	DATE	CHECKED	ALQ	12/14/22	2 CFX PROJECT# 538-234 SHEET 3 O			







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1	C.B.		CHORD B	EARING			LEGEND						
1	C.D.		CHORD D	ISTANCE									
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	L.	ii					11 0 0	2° 26'	040 0	220	ວດທິດໂ		
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	_,, (I		OF WAY										
	LB	I	LICENSED	BUSINE	SS			7° 33'				CURVE	C1
	NAD83		NORTH A			JM		2° 26'				Δ =	: 01° 09' 10"(C)
			OF 1983					5° 18'			.96'(C)		81.08'(C) 4030.00'(C)
	N&D		NAIL & DI					7°33'				CD =	= 81.08'(C)
l	O.R.B.	H	OFFICIAL		S BOC	Ж		7° 33'				C.B. =	S 23° 00' 39" E
	PL_	Н						2° 26'			.47 (C) 34'(C)	CURVE	
	Р.В.		PLAT BOO					9° 54'			• •		00° 39' 56"(C) 46,52'(C)
	P.O.B.		POINT OF POINT OF				L10 S 85					R =	4005.00'(C)
	P.O.C. PRM	11 11					L11 S 85				49'(C)	C.D. =	46,52'(C) S 23° 55' 12" E
	L IVI	Anna A	MONUMEN				L12 N 22			178.4			
)	PG./PGS	. =	PAGE/PAG				L13 N 8			30,90		CURVE	2° 17' 59"(F)
/	R		RADIUS				L14 S 22 L15 S 26			31.77		R = 1	1359.00' (F)
	R/W	I	RIGHT OF	WAY						223.5		L = 45	5,92'(F) 455,89'(F)
	SEC.	=	SECTION				L16 S 22 L17 N 60			25.00		Č.B. =	455.89'(F) N 68° 20' 03" W
	S.F.	;;;;;	SQUARE F				L17 N 60			45.00			
	т.в.	I	TANGENT	BEARIN	G		L18 5 45 L19 S 20						
	W/	Π	WITH		NOLE		L19 5 20 L20 N 85						
	Δ	=	DELTA/CE	WIRAL F	ANGLE		L20 N 82				16'(C)		
	NOTES:												14 05
	CECTIO	M 7	S SHOWN 7, TOWNSH 1 NAD83, 21	10 26 SI	DUTH	RANGE	28 EAS	ASB	EING S	SOUTE	1 00-0	0'30" E	ASI,
	7 THIS	PΔR	CEL SKETC	H IS NO		URVEY.	NO COP	NERS	WERE	SET (OR REG	COVERE	
	3, PARCE			ON SHO	WN HE	REON	IS SUPPC	RTED	ву тн остов	E PRO BER 23) PERTY 3, 202	INFOR	00 AM,
		D D	BY AGSC FI MARCH 11,	II 🖛 NI I M	1868 Y	0361.1	10/1151		MARC	н I. и	UZS A	1 0:00	AM, AND IT SERVICES
SEE 9	SHEETS 4	-6	OF 7 FOR S	SKETCH	OF DES	SCRIPTI	ON						
	SHEETS 1	-3 15 1	OF 7 FOR L	EGAL D	ESCRIP	TIONS	F		1011 , <u>1</u> .111 - 211	<u></u>			
L HEREB	Y CERTIFY THAT		IS SKETCH OF	<u> </u>				CEN	ITRAL	FLOR	IDA EX	PRESS	NAY AUTHORITY
SURVEYI IN CHAP CODE. P	NG AND MAPP TER 51-17, FLC URSUANT TO C	ING /	IS SKETCH OF JANCE WITH ICE FOR S SET FORTH ADMINISTRATIVE FER 472.027,	REV PER C	· · · · · · · · · · · · · · · · · · ·	ALQ BY	04/15/24 DATE	F	NIGHT	⁻ OF	WAY	PARC	EL SKETCH
FLORIDA	STATUTES. UICKei 2024.0 14:31:)4,19	All all all	STATE	l	IO, 538	(POINCIA	NA PAR	KWAY)			(DSCEOLA COUNTY
			13\		BY	DATE	PREPARED BY	****					· ·
ALLEN L.	OUICKEL PSM# 6481 L ON THIS DOU ZED BY THE S DATE OF DIGIT	-1146	AMADA ANT	DRAWN	MSK	11/16/22	WGI, INC.						
AUTHORI	ZED BY THE S	IGNIN	G SURVEYOR	CHECKED	ALQ	12/14/22	CFX PRO	IECT# 5	38-234				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:

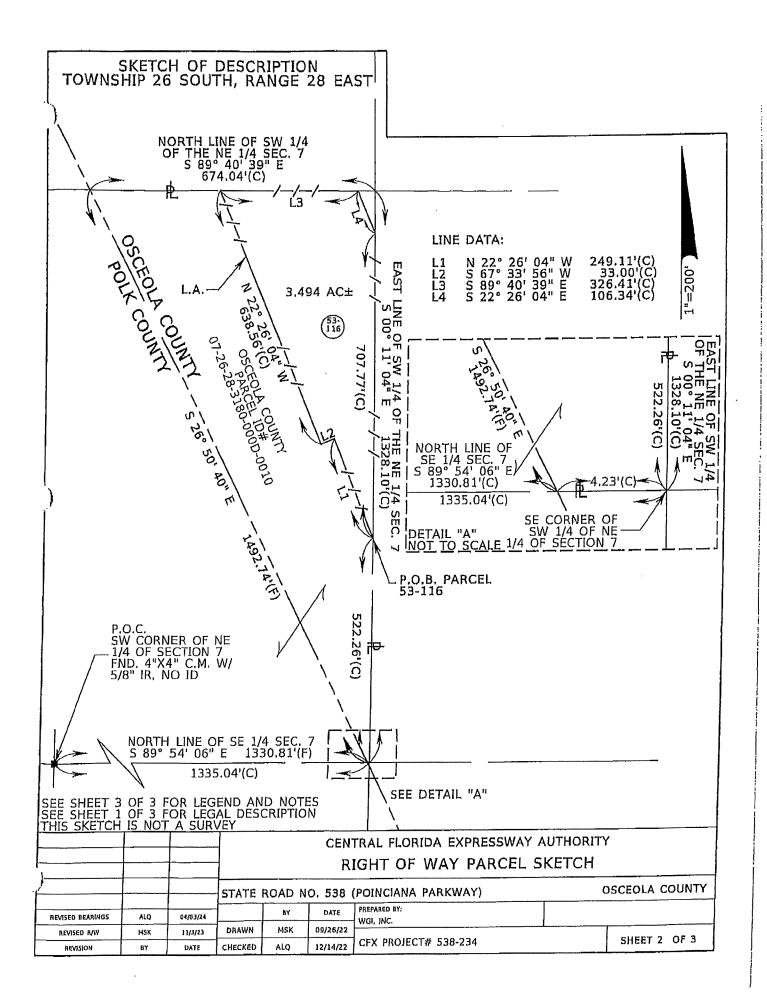
COMMENCE at a 4" by 4" concrete monument with a 5/8" iron rod with no identification marking the Southwest corner of the Northeast quarter of Section 7, Township 26 South, Range 28 East, Polk County, Florida, also being the Northwest corner of the Southeast quarter of said Section 7; thence South 89°54'06" 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								
β			STATE	ROAD N	10. 538	(POINCIANA PARKWAY)	OSCEOLA COUNTY					
UPDATE DESCRIPTION	ALQ	04/03/24		BY	DATE							
NEVISED N/W	MSK	11/03/23	DRAWN	MSK	09/26/22	WGI, INC.						
REVISION	8Y	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234 SHEET 1 OF 3						



SKETCH OF DES	CRIPTION				
) LEGEND;					
EXIST = EXISTING FND = FOUND ID = IDENTIFIC L = CURVE LE L.A. = LIMITED A LB = LICENSED O.R.B = OFFICIAL P.O.B. = POINT OF P.O.C. = POINT OF P.O.C. = POINT OF P.B. = PLAT BOC PG. = PAGE R = RADIUS R/W = RIGHT OF SEC. = SECTION T.B. = TANGENT A = DELTA/CEI 	ISTANCE E MONUMENT ACCESS RIGHT OF W BUSINESS RECORDS BOOK Y LINE BEGINNING COMMENCEMENT K	ΑY			· · ·
NOTES:					
1. BEARINGS SHOWN SECTION 7, TOWNS BASED ON NAD83,	HEREON ARE BASEL 5HIP 26 SOUTH, RAN 2011 ADJUSTMENT	D ON THE N IGE 28 EAS STATE PLAI	IORTH LINE OF THE S T AS BEING SOUTH 8 NE COORDINATES, FL	SOUTHEAS 9°54'06" ORIDA EA	ST 1/4 OF EAST, AST ZONE.
2. THIS PARCEL SKET FIELD FOR THE PU	CH IS NOT A SURVE RPOSE OF PREPARIN	Y, NO CORN G THIS SKE	IERS WERE SET OR F TCH, EXCEPT AS SHO	RECOVERI DWN.	ED IN THE
UPDATED BY AGSC UPDATED BY AGSC	NUMBER 30361-110 FILE NUMBER 3036)/115/116 D 1-110/115, 1-116, DATI	ATED OCTOBER 23, DATED MARCH 1, 20 D MARCH 11, 2024	2020 AT 23 AT 8:0	8:00 AM, 00 AM, AND
SEE SHEET 2 OF 3 FOR SKE SEE SHEET 1 OF 3 FOR LEC THIS SKETCH IS NOT A SUR DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MACFING AS SET FORTH IN CHAPTER 51-37, FLORIDA ADMINISTRATIVE CODE, PUBLILIAN TO CHAPTER 472,027, FLORIDA STATUTES.	GAL DESCRIPTION	04/15/24 04/15/24 DATE	CENTRAL FLORIDA RIGHT OF WA		1
Allen Quickel 2024.04.19				(DSCEOLA COUNTY
ALLEN L. QUICKEL FLORIDA PSM# 6481 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR ON THE DATE OF DIGITAL SIGNATURE	BY DATE DRAWN MSK 09/26/2 CHECKED ALQ 12/14/2	CEV DROIE	CT# 538-234		SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-240A PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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 nall 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 on the aforementioned Osceola-Polk County Line; thence South 22°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	ROAD N	10. 538	OSCEOLA COUNTY						
			-	BY	DATE	PREPARED BY; WGI, JNC,						
·····		1	DRAWN	MSK	11/16/22							
REVISION	BY	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. 53-240B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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:

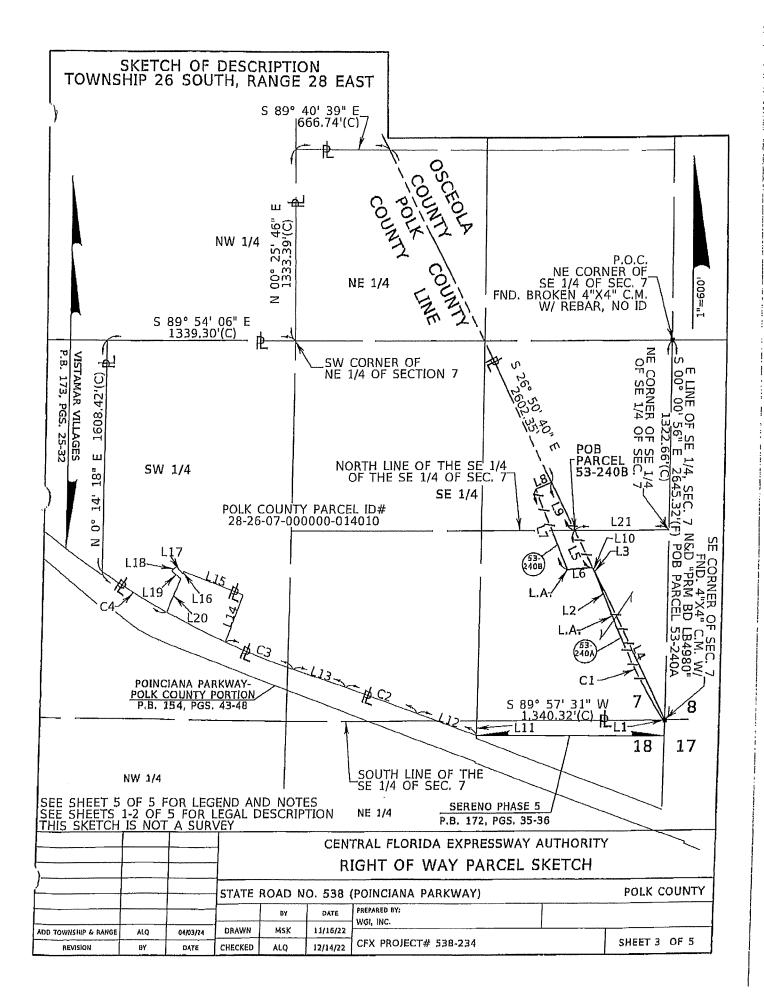
COMMENCE at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00'56" East, along the East line of said Southeast quarter, a distance of 1322.66 feet to the Northeast corner of 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 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 Count 26°50'40" East, along said Osceola-Polk County County Line, a distance of 375.00 feet to the POINT OF BEGINNING.

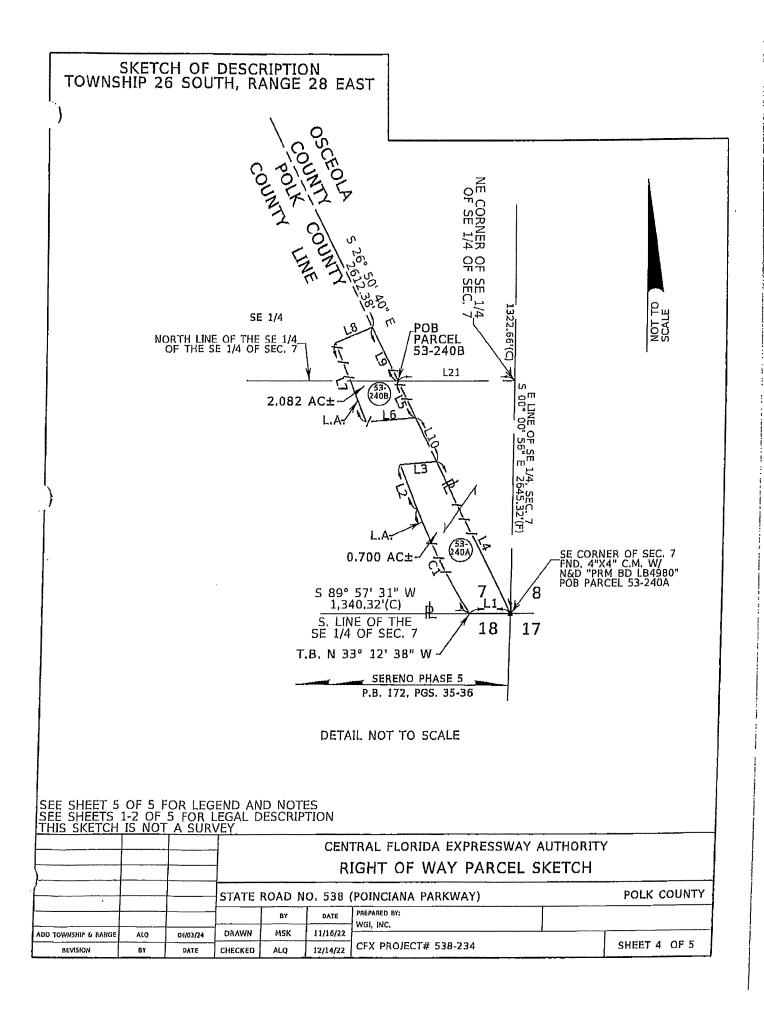
Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

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	ROAD N	10. 538	(POINCIANA PARKWAY)	OSCEOLA COUNTY					
			-	BY	DATE	PREPARED BY:						
	-	1	DRAWN	MSK	11/16/22	Woi, INC.						
AEVISION	BY	DATE	CHECKED	лlq	12/14/22	CFX PROJECT# 538-234	SHEET 2 OF 5					





SKETCH OF DESCRIPTION

)	LEGEN	D:												
	AC (C)		ACRES CALCULAT		ΓA	LIN	ie da	TA:		<u></u>		CURV	E C1 .0° 46' 33"(C)	
	CB	=	CHORD BE		-	L1	S S	200 57	' 31" W	13	.27'(C)		23.77'(C)	
	CD COR	-	CHORD DI	STANC	-	L2			' 04" W		5.52'(C)		380,00'(C)	
	C.M.		CONCRET			L2			' 47" E		9'(C)		= 822.56'(C)	
	EXIST		EXISTING						47 E				= N 27° 49' 21" W	
	F	_	FIELD DIM	ENSION	I	L4 L5			40 E		52,91(C)	U,D, H	- 10 21 49 21 10	
	FND		FOUND	LINDION							,10'(C)	CURV	с <i>с</i> р	
	ID	=	IDENTIFIC	ATION		L6			' 47" W		B.12'(C)		1° 56' 04"(F)(P)	
	L	=	CURVE LE	NGTH		L7			'04"W		6.84'(C)			
	L.A.	H	LIMITED A	CCESS		L8			' 56" E		8,66'(C)		50.41'(F)(P)	
			RIGHT OF	WAY		L9			40" E		5.00'(C)		6302.40'(F)(P)	
	LB	=	LICENSED	BUSINE	SŚ	L10			' 40" E		77'(C)		= 550,38'(F)(P)	
	Q.R.B.	H	OFFICIAL I	RECORE	S BOOK				55" W		,78'(C)		= N 70° 24' 32" W	
	PL,	I	PROPERTY			L12			' 29" W		0.4B'(F)(P)			
	POB	=	POINT OF			L13		-	' 34" W		2.95'(F)(P)	-		
	POC	H	POINT OF		NCEMEN				'48" E).50'(F)(P)		5° 18' 20"(F)(P)	
		=	PLAT BOOI	K		L15			' 12" W		6.69'(F)(P)		22.87'(F)(P)	
		=	PAGE			L16			48" W		89'(F)(P)		646.58'(F)(P)	
		=	RADIUS RIGHT OF			L17	•		' 32" W		.06'(F)(P)		= 522.69'(F)(P)	
í N		=	SECTION	WAT		L18			10" W		90'(F)(P)	C,B, =	N 68° 43' 24" W	
J.		=	TANGENT		C.	L19	S 4	6° 29'	27" E	82.2	22'(F)(P)			
			DELTA/CEN		-	L20	S 2	0° 41'	48" W	248	3.79'(F)(P)	CURVE	C4	
/·		_	LIMITED AC			E L21	N 8	9° 58	18" W	669	9.22'	$\Delta = 0$	5° 31' 50"(F)	
		_	R/W LINE		.,							L = 54	15.05'(F)	
			PERPETUAL	. EASEN	IENT LI	٧E						R = 50	546.58'(F)	
												C.D. =	544.84'(F)	
	NOTES:											C.B. =	N 58° 32' 44" W	
	1. BEAF SECT BASE	ring Ion D O	55 SHOWN 7, TOWNSI N NAD83, 2	HEREOI HIP 26 2011 AI	N ARE B SOUTH, DJUSTMI	ASED RANGI ENT ST	ON T E 28 TATE	HE EA EAST PLANE	ST LINE AS BEI COOR	E OF NG S DINA	THE SOU OUTH 00° TES, FLOI	THEAST '00'56" RIDA EA	1/4 OF EAST, ST ZONE.	
	2. THIS FIELD	PAI FO	RCEL SKETC R THE PUR	CH IS N POSE O	OT A SL F PREP/	JRVEY, ARING	NO THIS	CORNI SKET	ERS WE CH, EXC	RE S CEPT	ET OR RE AS SHOW	COVERI /N.	ED IN THE	
	REPO MARC	RT / H 1	INFORMATI AGSC FILE , 2023 AT N GOVERNM	NUMBEI 8:00 AN	30361 1, AND	-240 [UPDAT	DATEI ED M	D OCT	OBER 2	9.20	020 AT 8:	00 AM.	MATION UPDATED REPARED BY	
	~ 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	~ -												
SEE : THIS	SHEETS SKETCH	1-2 15	OF 5 FOR 5 OF 5 FOR 1 NOT A SURV	EGAL D	OF DES DESCRIPT	CRIPTIC FION	UN							
I HERE	BY CERTIFY T	LAT TI	HIS SKETCH OF DANCE WITH NCE FOR AS SET FORTH						CENTRA	AL FI	LORIDA E	XPRESS	NAY AUTHORITY	
SURVEY JN CHA CODE, I FLORID	ANDARDS OF FING AND MAI PTER 5J-17, F PURSUANT TO A STATUTES	PRAC PPING LORID CHAF	TER 472.027,	REV PER (COMMENTS	ALQ BY	04/15/ Date		RIG	HT	OF WAY	PARC	EL SKETCH	
ſ ·			Non and Co	STATE	ROAD NO	D. 538	(POIN	CIANA	PARKWA	AY)			POLK COUNTY	
Alleh Q	ulckel 2024.0 14:32:	01-04			OY	DATE	PREPAR			-				
ALLEN L	OLICKEL		AMON P	DRAWN	MSK	11/16/22	WGI, 11	IC.						
AUTHOR	IZED BY THE	SIGNI	INT WAS	CHECKED	ALQ	12/14/22	CFX	PROJEC	r# 538-2	34			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 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.

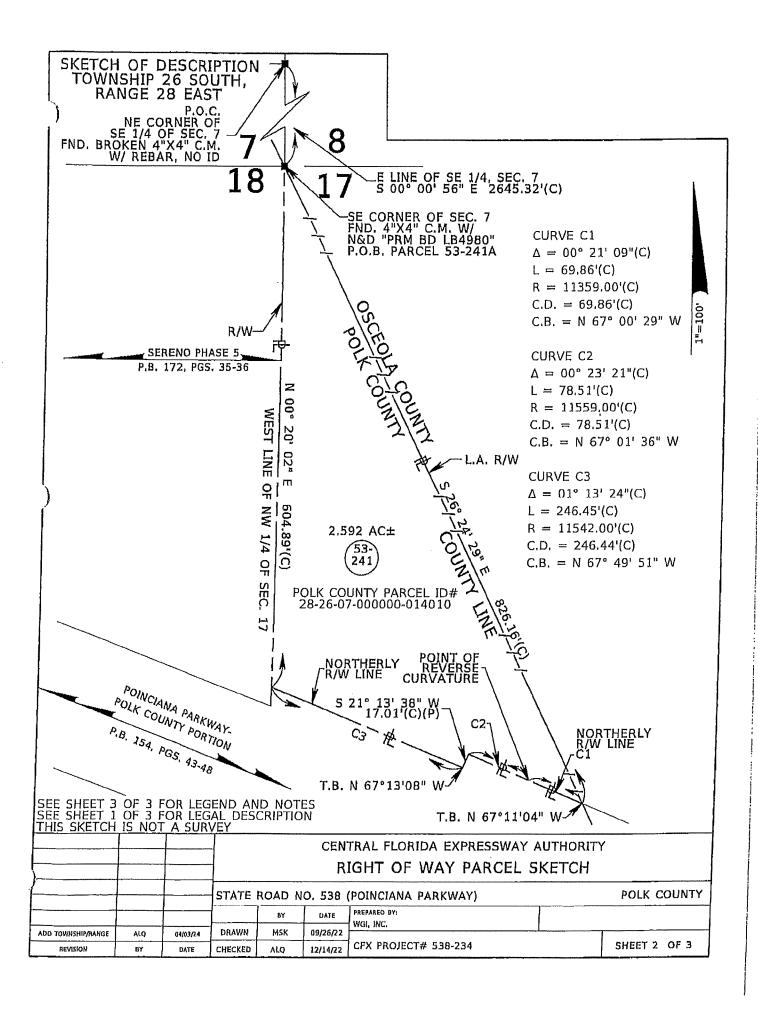
Lying within the following described boundaries described as follows:

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; 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	ROAD	10, 538	(POINCIANA PARKWAY)	OSCEOLA COUNTY						
· ·		1	-	BY	DATE	PREPARED BY:							
			DRAWN	мѕк	09/26/22	W61, INC.							
REVISION	87	DATE	CHECKED	λLQ	12/14/22	CFX PROJECT# 538-234	SHEET 1 OF 3						



SI	KETCH OF	DESCRIPTIC	N				
ý	GEND:						
FN ID L.A LB NA NS O.I P.E P.C	B. = D. = D. = M. = IST = D = N. = D = N. = D83 = R.B. = R.B. = C.B, =	ACRES CHORD BEARI CHORD DISTA CORNER CONCRETE MO EXISTING FOUND IDENTIFICATIO CURVE LENGT LIMITED ACCE LICENSED BUS NORTH AMERI NAIL & DISK OFFICIAL RECO PROPERTY LIN PLAT BOOK POINT OF BEG	NCE DNUMENT SS RIGHT O SINESS CAN DATUM ORDS BOOK IE	OF 198	3		
PR	M = /PGS. = V =	POINT OF COM PERMANENT R PAGE/PAGES RADIUS RIGHT OF WAY SECTION	EFERENCE M		NT		
) S.F Τ.B W/ Δ	· · · · · · · · · · · · · · · · · · ·	SQUARE FEET TANGENT BEA WITH DELTA/CENTRA LIMITED ACCES	AL ANGLE SS R/W LINE	F			
NOT		CRPEIDAL CA	SEMENT LIN	E			
5	ECTION 7, TO	WNSHIP 26 S	OUTH, RANG	E 28 EA	EAST LINE OF ST AS BEING SO ANE COORDINA	OUTH 00°00'56'	'EAST.
2, T F	HIS PARCEL S	SKETCH IS NO E PURPOSE OF	T A SURVEY, PREPARING	NO CO	RNERS WERE SE KETCH, EXCEPT	ET OR RECOVER AS SHOWN.	ED IN THE
R	EPORT AGSC ARCH 1, 202	FILE NUMBER	30361-240 AND UPDAT	DATED (FED MAF	ORTED BY THE I OCTOBER 29, 20 RCH 11, 2024 A N.)20 AT 8:00 AM	, UPDATED
SEE SHEE	t 1 of 3 fof Tch is not a	R SKETCH OF E LEGAL DESCE SURVEY	DESCRIPTION				
I HEREBY CER DESCRIPTION I THE STANDARI SURVEYING AN IN CHAPTER 5J CODE, PURSUA ELOBIDA CAMP	IFY THAT THIS SKETCI S IN ACCORDANCE WI DS OF PRACTICE FOR D MAPPING AS SET FO -17, FLORIDA ADMINIS NT TO CHAPTER 472.0	H OF TH RATH TRATIVE 27, REV PER COP		04/15/24 DATE		ORIDA EXPRESS	WAY AUTHORITY
Allen Quickel	1.2.3		DAD NO. 538	· ·	NA PARKWAY)		POLK COUNTY
1	11	OR CHECKED	BY DATE MSK 09/26/22 ALQ 12/14/22	PREPARED BY WGI, JNC. CFX PRO	JECT# 538-234		SHEET 3 OF 3

EXHIBIT "C"

FORM OF DEED

[Insert proposed form of Special Warranty Deed]

ACTIVE 695694816v5 4868-9554-8597 v.2 112842/00756, 8:04 AM, 04/08/2024 ORLDOCS 21341320 2 19125.0276 ACTIVE 697405996v2

THIS INSTRUMENT PREPARED BY AND RECORD AND RETURN TO: Richard N. Milian, Esq. Nelson Mullins Riley and Scarborough LLP 390 N. Orange Ave., Suite 1400 Orlando, Florida 32801 R.E. Number: 08-26-28-0000-0020-0000 and 17-26-28-0000-0010-0000 (a portion of)

Project SR 534

This deed constitutes a conveyance to a state agency of the State of Florida as part of an out-of-court settlement of condemnation proceedings and is not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.014(13), F.A.C.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made effective as of the ______ day of ______, 2024 (the "Effective Date"), by TCP II REEDY CREEK, LLC, a Florida limited liability company, whose address is 23 South Main Street, Suite 3A, Hanover, New Hampshire 03755 ("Grantor"), to and in favor of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, subject to the matters listed herein, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Orange County, Florida, more particularly described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference (the "**Property**").

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the Property in fee simple forever unto Grantee, its successor and assigns.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good, right and lawful authority to sell and convey the

Property and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

SUBJECT TO all applicable zoning and other land use regulations or restrictions and those exceptions listed on <u>Exhibit "B"</u> attached hereto and incorporated herein by this reference (collectively, the "Permitted Exceptions"), but this reference shall not act to reimpose any of the same.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

"GRANTOR"

TCP II REEDY CREEK, LLC, a Florida limited liability company

By:_____

Print Name:_____ Address:_____

Name:

Title:_____

Print Name:______Address:_____

STATE OF ______ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of ______, 2024, by _______ _____, as ______ of TCP Reedy Creek, LLC, a Florida limited liability company, on behalf of the organization. He/she is personally known to me OR produced _______ _____ as identification.

Notary Public	
Printed Name:	
Commission No.:	
My Commission Expires:	

EXHIBIT "A" Legal Description of the Property

[To be attached]

1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 533-110 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.

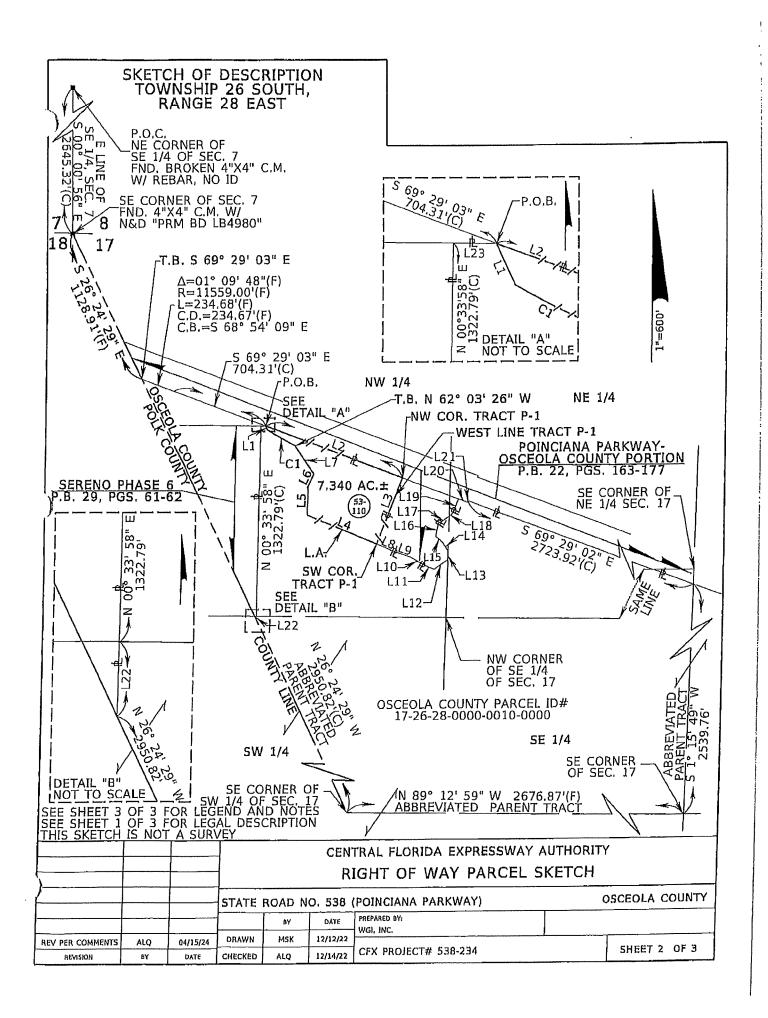
Lying within the following described boundaries described as follows:

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.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY PARCEL SKETCH OSCEOLA COUNTY STATE ROAD NO. 538 (POINCIANA PARKWAY) PREPARED BY BY DATE WGI, INC. 12/12/22 DRAWN MSK SHEET 1 OF 3 CFX PROJECT# 538-234 REVISION CHECKED 12/14/22 B¥ ALQ DATE

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



	OF DESCRIPTION	
LEGEND:		
C,B, = C,D, = COR = C.M, = EXIST = FND = ID =	 EXISTING FOUND IDENTIFICATION CURVE LENGTH LIMITED ACCESS RIGHT OF WA LICENSED BUSINESS NORTH AMERICAN DATUM OF NAIL & DISK OFFICIAL RECORDS BOOK PROPERTY LINE PLAT BOOK POINT OF BEGINNING POINT OF COMMENCEMENT PERMANENT REFERENCE MONU PAGE/PAGES RADIUS RIGHT OF WAY SECTION TANGENT BEARING 	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
Δ =	DELTA/CENTRAL ANGLE LIMITED ACCESS R/W LINE R/W LINE	CURVE C1 $\Delta = 02^{\circ} 57' 31"(C)$ L = 226,94'(C) R = 4395,00'(C) C.B. = N 60° 34' 41" W C.D. = 226,92'(C)
1. BEARINGS	. TOWNSHIP 26 SOUTH, RANGE 2	N THE EAST LINE OF THE SOUTHEAST 1/4 OF 28 EAST AS BEING SOUTH 00°00'56" EAST, TE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARC	EL SKETCH IS NOT A SURVEY. N	O CORNERS WERE SET OR RECOVERED IN THE IS SKETCH, EXCEPT AS SHOWN.
REPORT AG	SC FILE NUMBER 30361-110/115 Y AGSC FILE NUMBER 30361-110 1ARCH 11, 2024 AT 8:00 AM, AS	SUPPORTED BY THE PROPERTY INFORMATION 5/116 DATED OCTOBER 23, 2020 AT 8:00 AM, 0/115, DATED MARCH 1, 2023 AT 8:00 AM AND PREPARED BY AMERICAN GOVERNMENT SERVICES
SEE SHEET 1 OF 3	FOR SKETCH OF DESCRIPTION FOR LEGAL DESCRIPTION DT A SURVEY	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
I HEREBY CERTIFY THAT THIS DESCRIPTION IS IN ACCORDAN THE STANDARDS OF PRACTICE SURVEYING AND MAPPING AS IN CHAPTER 51-17, FLORIDA A CODE, PURSUANT TO CHAPTEN FLORIDA STATUTES.	TOR TOTAL REV PER COMMENTS ALQ DA	A/15/24 DATE RIGHT OF WAY PARCEL SKETCH
Allen Quickel 2024.04.19 14-31:27-04'00'	STATE ROAD NO. 538 (PC	IEPARED BY:
ALLEN L. QUICKEL FLORIDA PSM# 6481 THE SEAL ON THIS DOCUMENT AUTHORIZED BY THE SIGNING ON THE DATE OF DIGITAL SIGN	WAR ANAL AND DRAWN MSK 12/12/22	GI. INC. FX PROJECT# 538-234 SHEET 3 OF 3

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-115A PURPOSE; LIMITED ACCESS RIGHT OF WAY ESTATE; FEE SIMPLE

LEGAL DESCRIPTION

That portion of: The Southeast guarter 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 67°33'56" East, a distance of 663.10 feet; thence North 67°33'56" East, a distance of 587.19 feet; thence North 67°33'56" East, a distance of 65.34 feet, thence North 22°26'04" West, a distance of 587.19 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) OSCEO									
			-	BY	DATÉ	PREPARED BY:							
		1	DRAWN	MSK	11/16/22	WGI, INC.							
REVISION	BY	DATE	CHECKED	ALQ	ALQ 12/14/22 CFX PROJECT# 538-234 SHEET								

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 53-115B PURPOSE; LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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 Polnciana Parkway, as shown on the Plat of Polnciana 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 sald curve and along sald 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.

	Containin	g 25.545	Acres,	more o	or less.	,	SEE SHEETS 5-7 OF 7 FOR SKETCH OF DESCRIPTION SEE SH <u>EET 7 OF 7 FOR LEGEND AND NOTES</u>							
		Ţ]	CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
_				-	RIGHT OF WAY PARCEL SKETCH									
				STATE I	ROAD N	IO. 538	(POINCIANA PARKWAY)	OSCEOLA COUNTY						
					BY	DATE	PREPARED DY: WGI, INC.							
				DRAWN	MSK	11/16/22								
	REVISION	BY	DATE	CHECKED	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. 53-815 PURPOSE: AIR RIGHTS EASEMENT ESTATE: EASEMENT

LEGAL DESCRIPTION

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.

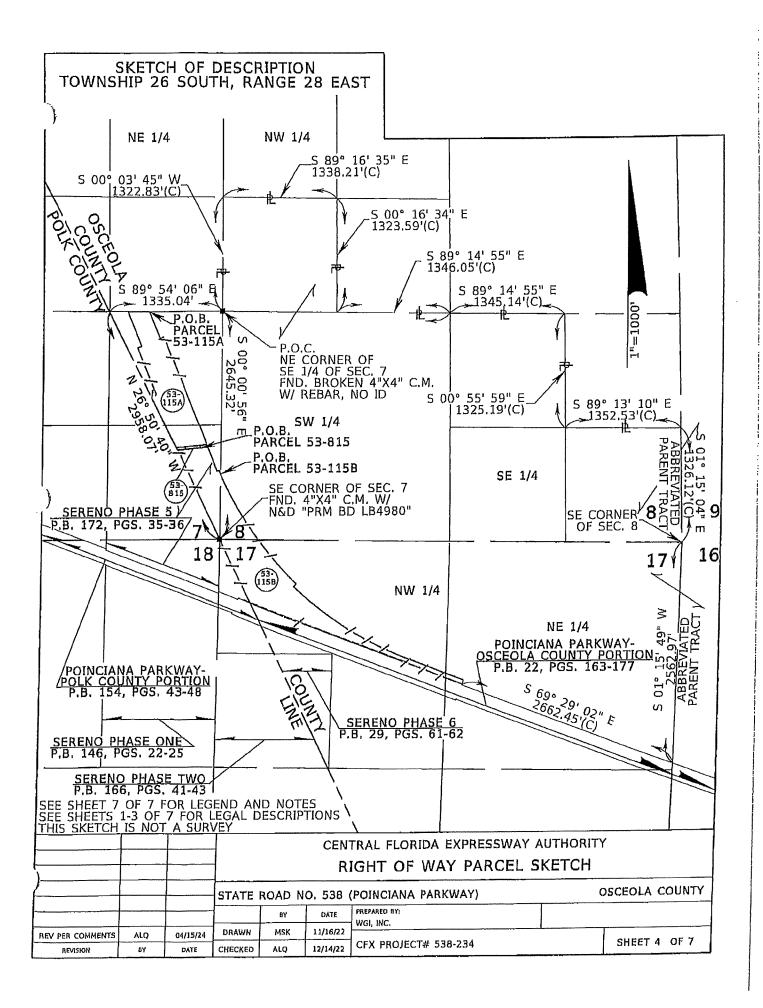
Lying within the following described boundaries described as follows:

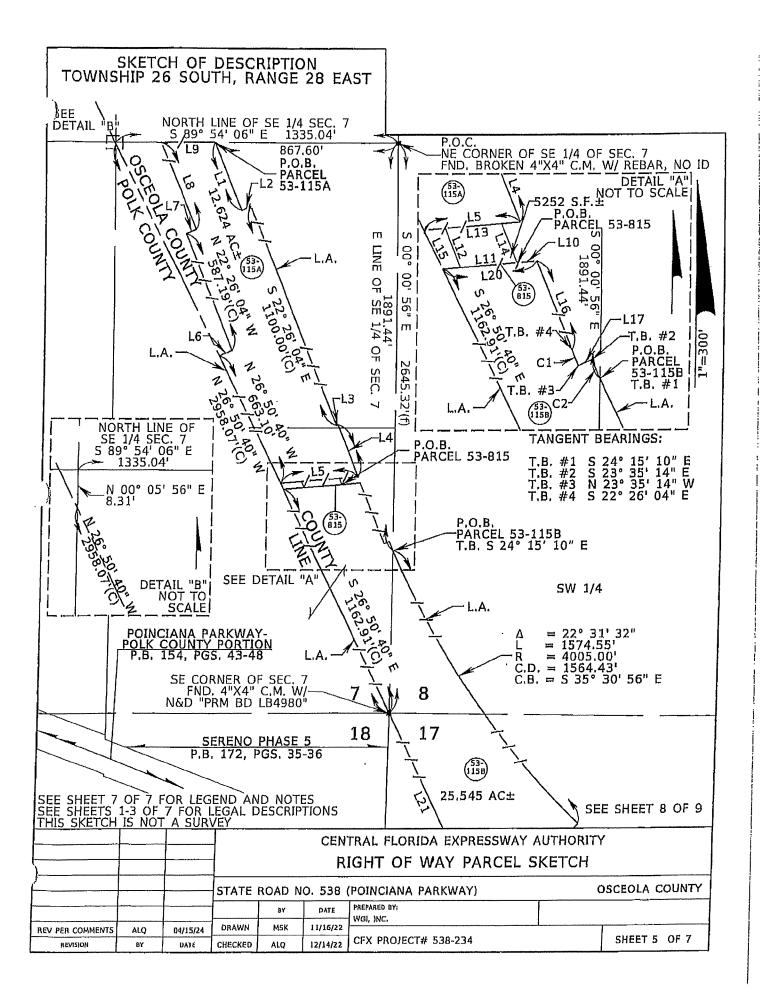
Commence at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00'56" East, along the East line of said Southeast quarter, a distance of 1891.44 feet to the beginning of a non-tangent 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°35'14" West, run Northwesterly along the struce concave Northeasterly having a radius of 4030.00 feet and a chord which bears North 23°35'14" West, run Northwesterly along the arc of said curve; thence of 81.08 feet; thence from a tangent bearing of North 23°35'14" West, run Northwesterly along the arc of said curve; 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; thence from a tangent bearing 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

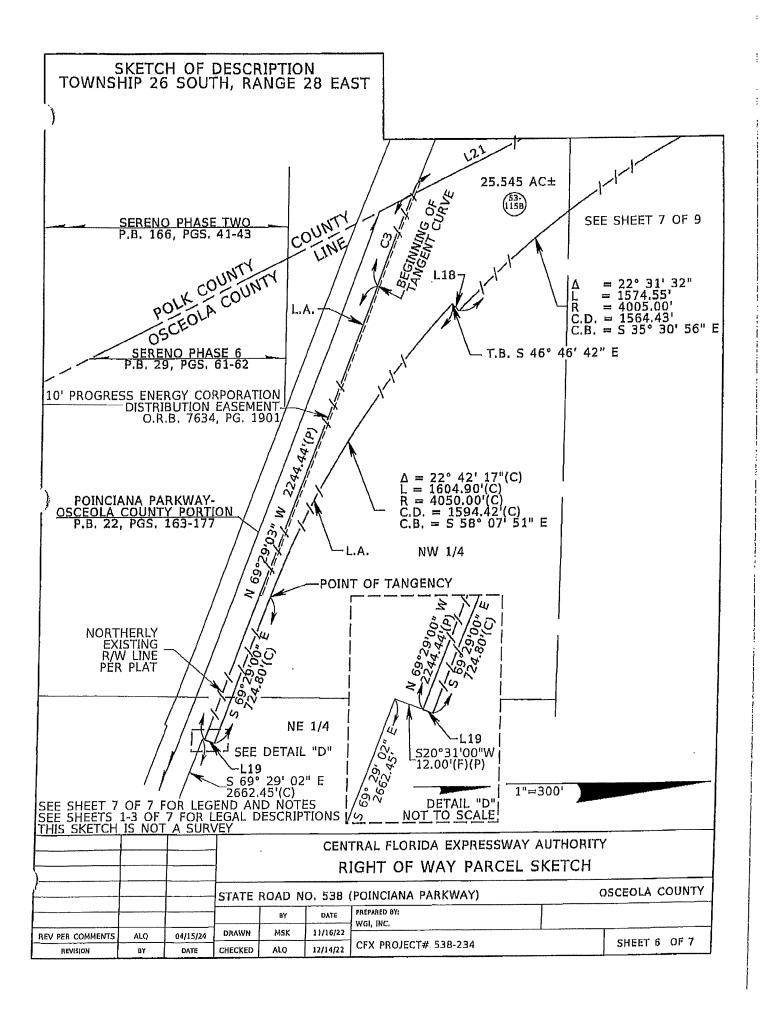
Containing 5252 Square Feet, more or less.

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									
,		1	STATE	STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA COUNT									
	+		-	BY	DATE	PREPARED BY:							
			DRAWN	MSK	11/16/22	WGI, INC.	L						
AEVISION	BY	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234		SHEET 3 OF 7					







r			
	SKETC	I OF DESCRIPTION	
()	LEGEND		
1	AC	= ACRES	
	С.В.	= CHORD BEARING LEGEND;	
	C.D.	E CHORD DISTANCE	
	COR	= CORNER// = LIMITED ACCESS R/W LINE	
	С.М.	CONCRETE MONUMENT = R/W LINE	
	EXIST	= EXISTING = PERPETUAL EASEMENT LINE	
	FND ID	= FOUND = IDENTIFICATION LINE DATA:	
	L	= IDENTIFICATION LINE DATA:	
	L	LINE NUMBER L1 S 22° 26' 04" E 338.39'(C)	
	L.A.	= LIMITED ACCESS RIGHT $L_2 \times 67^\circ$ 33' 56" E 45.00'(C)	
		OF WAY L3 N 67° 33' 56" E 8.00'(C)	
1	LB	= LICENSED BUSINESS $14 \times 522^{\circ} 26' \cdot 04'' \times 261.11'(C)$ CURVE C1	
	NAD83	\Rightarrow NORTH AMERICAN DATUM	U"(C)
		OF 1983 IC N 67° 33' 56" E 65 34'(C) $B = 4030.00'(1)$	C)
	N&D	= NAIL & DISK $(C) = 0.00 (C)$	39" E
1	O.R.B.	LP N 22º 26' 04" W 435 47'(C)	
	₽. Р.В.	= PROPERTY LINE L8 N 22 20 04 W 455(4) (C) CURVE C2 = PLAT BOOK L9 S 89° 54' 06" E 253.34'(C) $\Delta = 00^{\circ} 39'_{1}5$	6"(C)
	P.O.B.	L = 10 G	
	P.O.C.	= POINT OF COMMENCEMENT 111 S 85° 18' 47" W 178,49'(C) $CD = 46.52'(C)$	
	PRM	= PERMANENT REFERENCE L12 N 22° 26' 04" W 30.90'(C) C.B. = S 23° 55'	12" E
١,		MONUMENT L13 N 85° 18' 47" E 178.49'(C) CURVE C3	
)	-	= PAGE/PAGES L14 S 22° 26' 04" E 30.90'(C) $\Delta = 02° 17' 59"($	F)
[R	$L15 \ S \ 26^{\circ} \ 50' \ 40'' \ E \ 31.77'(C) \ L = 455.92'(F)$	
1	R/W	= RIGHT OF WAY = SECTION L16 S 22° 26' 04" E 223.50'(C) $C.D. = 455.89'(F)$ C.B. = N 68° 20'	03" W
1	SEC. S.F.	= SOLIABE FEET L17 N 66" 24' 46" E 25.00'(C)	02
	Т.В.	TANGENT BEARING L18 5 43° 13' 18" W 45.00'(C)	
	W/	= WITH L19 S 20° 31' 00" W 49.88'(C)	
	Δ	= DELTA/CENTRAL ANGLE L20 N 85° 18' 47" E 367.40'(C)	
	NOTES;	L21 N 26° 24' 29" W 826.16'(C)	
		IGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF	
		17 TAWNEWD 76 GAUTH RANKE 78 FAST AS BEING SUUTH UU UU 20 FAST	
	BASED	IN NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA LAST ZONE.	
	2. THIS	ARCEL SKETCH IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE OR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.	1
ł			
	05000	INFORMATION SHOWN HEREON IS SUPPORTED BY THE PROPERTY INFORMATION AGSC FILE NUMBER 30361-110/115/116 DATED OCTOBER 23, 2020 AT 8:00 AM, AND	
		<u>N DV KACA CHE NUMBEU VAXALITAATA NATED WARLA T. ZUZO ALGAV AULAU AULAU P</u>	ES
ŀ	CORPO	O MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY AMERICAN GOVERNMENT SERVICE ATION.	
		6 OF 7 FOR SKETCH OF DESCRIPTION	
SEE :	SHEETS 1	3 OF 7 FOR LEGAL DESCRIPTIONS	
TUIC	CVETCH		ORITY
DESCRI	ANDARDS OF	CENTRAL FLORIDA EXPRESSIVAT AUTI ACTICE FOR ACTICE FOR	1
SURVEY	ING AND MAPI PTER 51-17, FL PURSIJANT TO	THIS SKETCH OF ORDANCE WITH ACTICE POR ACTICE POR IDA ADMINISTRATIVE IDA ADMINISTRATIVE INPER 47.2027, REVISION BY DATE CENTRAL FLORIDA EXPRESSWAY AUTH REVISION BY DATE CENTRAL FLORIDA EXPRESSWAY AUTH RIGHT OF WAY PARCEL SKET	
FLORID	A STATUTES.	19 STATE ROAD NO. 538 (POINCIANA PARKWAY) OSCEOLA C	OUNTY
Alien C	Quickel 2024.		
THE SEA	IZED BY THE	IMENT WALL DRAWN MSK 11/16/22 WGI, INC. IMENT WALL DRAWN MSK 11/16/22 CFX PROJECT# 538-234 SHEET 7 L SIGNATURE	OF 7
ON THE	DATE OF DIGI		

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:

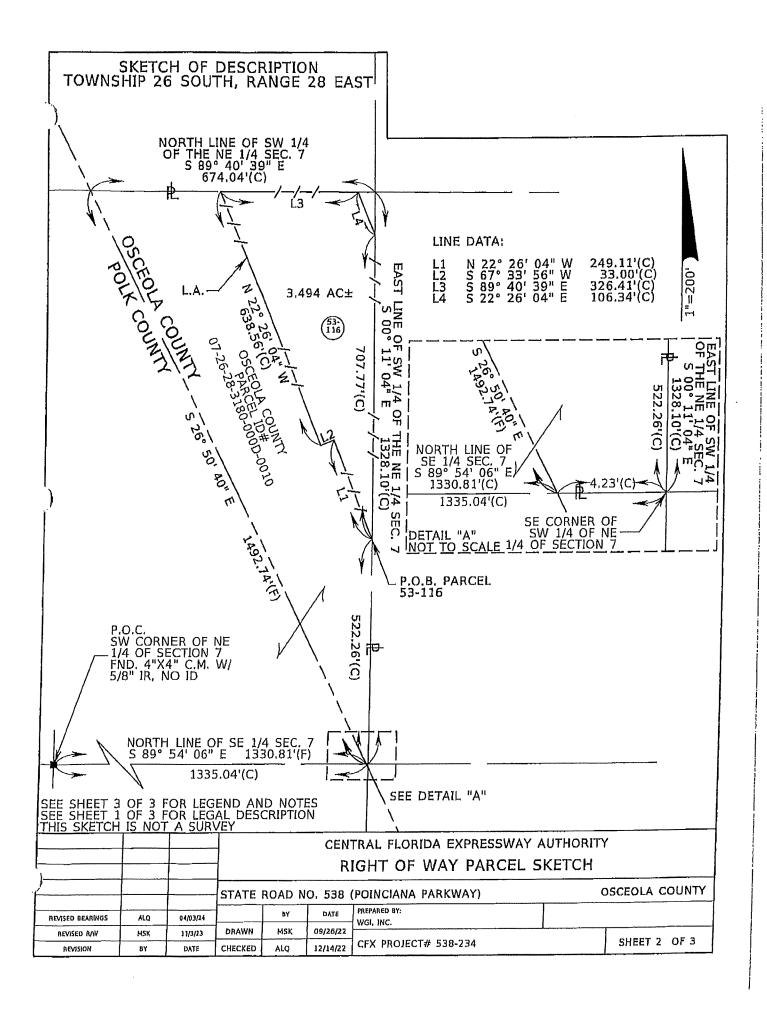
COMMENCE at a 4" by 4" concrete monument with a 5/8" iron rod with no identification marking the Southwest corner of the Northeast quarter of Section 7, Township 26 South, Range 28 East, Polk County, Florida, also being the Northwest corner of the Southeast quarter of said Section 7; thence South 89°54'06" 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								
۲		<u> </u>	STATE	ROAD	10. 538	c	SCEOLA COUNTY					
UPDATE DESCRIPTION	ALQ	04/03/24		84	DATE							
REVISED N/W	MSK	13/03/23	DRAWN	MSK	09/26/22	WGI, INC.						
REVISION	аү	DATE	CHECKED	ALQ	12/14/22	CFX PROJECT# 538-234 SHEET 1 OF 3						



SKETCH OF DESC	CRIPTION						
} LEGEND:					*****		
EXIST = EXISTING FND = FOUND ID = IDENTIFIC/ L = CURVE LE L.A. = LIMITED A LB = LICENSED O.R.B = OFFICIAL H P.O.B. = POINT OF P.O.C. = POINT OF P.O.C. = POINT OF P.O.C. = POINT OF P.B. = PLAT BOO PG. = PAGE R = RADIUS R/W = RIGHT OF SEC. = SECTION T.B. = TANGENT A = DELTA/CEN 	STANCE MONUMENT ATION NGTH CCESS RIGHT (BUSINESS RECORDS BOOK LINE BEGINNING COMMENCEMEN K WAY BEARING	K NT	,				
NOTES:			א דעב	NOPTH LINE	OF THE	SOUTHEA	ST 1/4 OF
1. BEARINGS SHOWN SECTION 7, TOWNS BASED ON NAD83,	HIP 26 SOUTH 2011 ADJUSTM	, RANGI	E 28 EA	ST AS BEING	SOUTH I	B9°54'06" LORIDA E	EAST, AST ZONE.
2. THIS PARCEL SKET(FIELD FOR THE PUF	CH IS NOT A S	URVEY, PARING	NO CO THIS SH	RNERS WERE (ETCH, EXCEP	SET OR T AS SH	RECOVER OWN.	ED IN THE
3. PARCEL INFORMATI REPORT AGSC FILE UPDATED BY AGSC UPDATED BY AGSC PREPARED BY AMER	ON SHOWN HE NUMBER 3036 FILE NUMBER FILE NUMBER	REON I 1-110/1 30361-3 30361-3	S SUPPO 15/116 110/115 116, DA	DRTED BY THE DATED OCTO , DATED MAR TED MARCH 1	E PROPE BER 23, CH 1, 20 1, 2024	RTY INFO 2020 AT 223 AT 8:	8:00 AM, 00 AM, AND
SEE SHEET 2 OF 3 FOR SKE SEE SHEET 1 OF 3 FOR LEG THIS SKETCH IS NOT A SUR' THEREVY CEATERY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVETING AND MAPPING AS SET FORTH IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, FURSILIANT O CHAPTER 472.027.	AL DESCRIPTIO	IPTION N ALQ	04/15/24				WAY AUTHORITY
FLORIDA STATUTES.	REVISION	BY	DATE	וחטוא		·····	OSCEOLA COUNTY
Allen Quickel 2024.04.19	BY	DATE	PREPARED BY			[
ALLEN L. QUICKEL FLORIDA PSM* 6401 THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR ON THE DATE OF DIGITAL SIGNATURE	DRAWN MSK CHECKED ALQ	09/26/22	WGI, INC.	JECT# 538-234		L	SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 538 (POINCIANA PARKWAY EXTENSION) PROJECT NO. 538-234 PARCEL NO. 538-240A PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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 nali 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								
w			+	BY	DATÉ	PREPARED BY:						
			DRAWN	MSK	11/16/22	WGI, INC.						
BEVISION	BY	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. 53-240B PURPOSE: LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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:

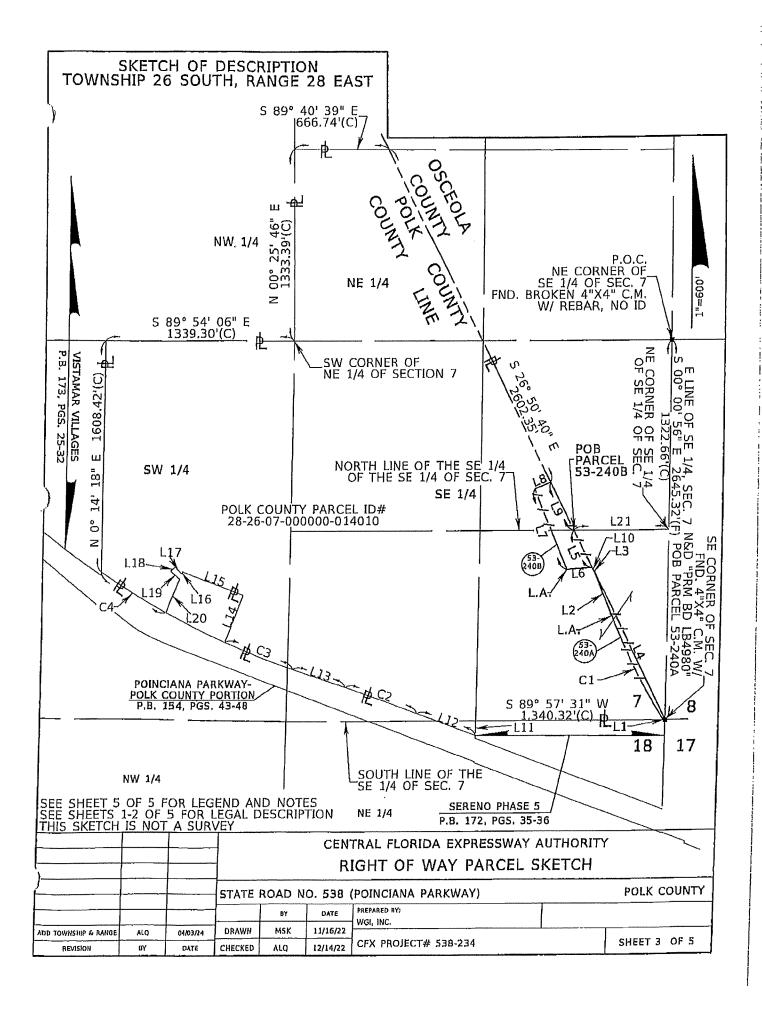
COMMENCE at a broken 4" by 4" concrete monument with no identification marking the Northeast corner of the Southeast quarter of Section 7, Township 26 South, Range 28 East; thence South 00°00'56" East, along the East line of said Southeast quarter, a distance of 1322.66 feet to the Northeast corner of 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 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 County Line, a distance of 375.00 feet to the POINT OF BEGINNING.

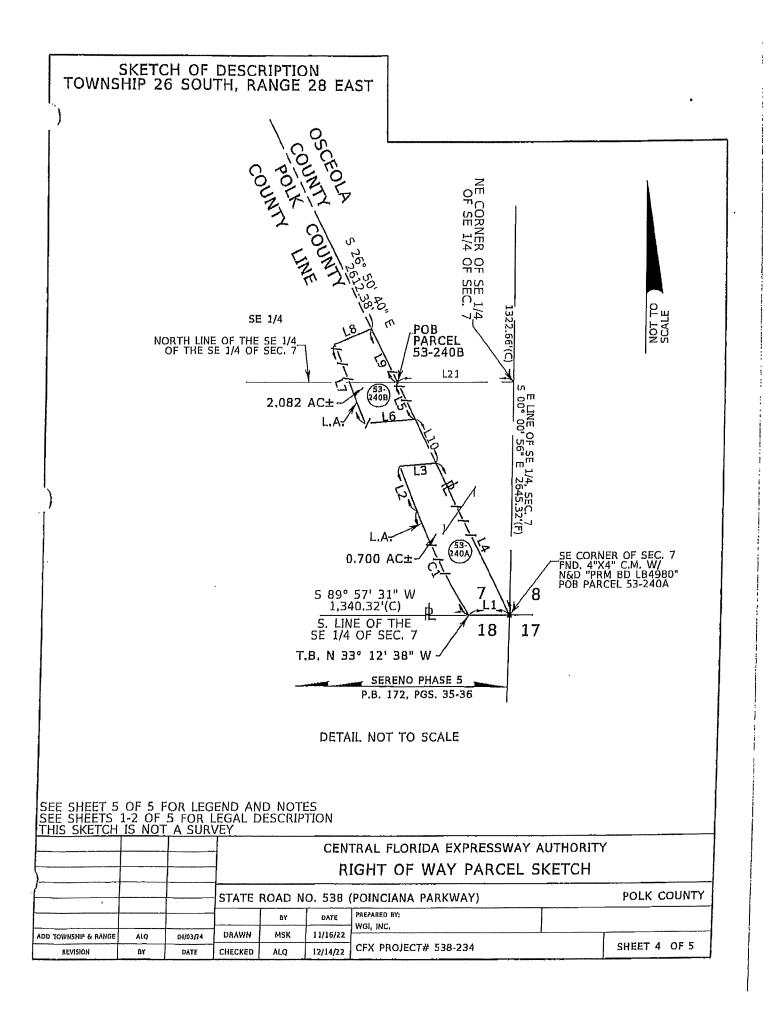
Together with all rights of ingress, egress, light, air and view to, from or across any State Road 538 Right of Way property which may otherwise accrue to any property adjoining said Right of Way,

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 COUNT									
		<u> </u>	-	BY	DATE	PREPARED BY: WGI, JNC.							
	1	1	DRAWN	MSK	11/15/22								
REVISION	BY	DATE	CHECKED	٨LQ	12/14/22	22 CFX PROJECT# 538-234 SHEET 2 OF							





SKETCH OF DESCRIPTION

LEGEND:

ł

)	LEGEN	ID:								
	AC	=	ACRES							
	(C)	=	CALCULATED DATA	LINE	DAI	A:			CURVE	
	СВ	I	CHORD BEARING							0° 46' 33"(C)
	CD	8	CHORD DISTANCE	L1	S 8	9° 57	' 31" W			23.77'(C)
	COR	=	CORNER	L2			' 04" W			380.00'(C)
	C.M.		CONCRETE MONUMENT	L3			' 47" E	0.09'(C)		= 822.56'(C)
	EXIST	_	EXISTING	L4			40" E	1162.91(C)	С.В. =	• N 27° 49' 21" W
	F	=	FIELD DIMENSION	L5	S 2	6° 50	'40" E	288.10'(C)		
	FND		FOUND	L6	58.	5° 18	' 47" W	178.12'(C)	CURVE	(
	ID	-		L7	N 2	2°26	'04" W	606.84'(C)		1° 56' 04"(F)(P)
	L L.A.		CURVE LENGTH LIMITED ACCESS	L8	Ν6	7° 33	'56"E	118.66'(C)		50.41'(F)(P)
	L.A.		RIGHT OF WAY	L9			40" E	375.00'(C)		6302.40'(F)(P)
	LB	=	LICENSED BUSINESS	L10	S 2	6° 50	' 40" E	31.77'(C)		= 550,38'(F)(P)
	Q,R.B.		OFFICIAL RECORDS BOOK	L11	S 0	° 31'	55" W	101,78'(C)	C.B. =	N 70° 24' 32" W
	Ŕ	-	PROPERTY LINE	L12	N 6	9° 26	' 29" W	440.4B'(F)(P)	
	POB	=	POINT OF BEGINNING	L13	N 7	1° 22	' 34" W	392.95'(F)(P) CURVE	C3
	POC	m	POINT OF COMMENCEMENT	L14	N 2	0° 41	' 48" E	350.50'(F)(F) $\Delta = 0$	5° 18' 20"(F)(P)
	P.B.		PLAT BOOK	L15	Ν6	9° 18	' 12" W	466.69'(F)(P) $L = 52$	22.87'(F)(P)
	PG.		PAGE	L16	52	0° 41	' 48" W	16.89'(F)(P)		646.58'(F)(P)
	R		RADIUS	L17	N 4	3° 55	' 32" W	64.06'(F)(P)		522.69'(F)(P)
Ę	R/W		RIGHT OF WAY	L18	5 4	3° 06'	10" W	38.90'(F)(P)	C,B, =	N 68° 43' 24" W
Ĵ	SEC,		SECTION	L19	S 4	5° 29'	27" E	82.22'(F)(P)		
	Т.В.		TANGENT BEARING	L20	S 20)° 41'	48" W	248.79'(F)(F) CURVE	C4
	Δ	=	DELTA/CENTRAL ANGLE LIMITED ACCESS R/W LINE	L21	N 8	9° 58	' 18" W	669.22'	$\Delta = 05$	5° 31' 50"(F)
	-//	_	R/W LINE						L = 54	5.05'(F)
			PERPETUAL EASEMENT LINE						R = 56	546.58'(F)
										544.84'(F)
	NOTES								C.B. =	N 58° 32' 44" W
	NOTES									
	1, BEA	RIN	S SHOWN HEREON ARE BAS	SED C			ST LINE		UTHEAST	1/4 OF FAST.
	BASE	ED C	7, TOWNSHIP 26 SOUTH, RADIN ARE BAS 7, TOWNSHIP 26 SOUTH, RADIN NAD83, 2011 ADJUSTMEN	T STA	TE	LANE	COOR	DINATES, FL	ĎRĨĎĂ ĔA	ST ZONE.
	ว านเร	DA	PCEL SKETCH IS NOT A SUR		NO (ORN	FRS WE	RE SET OR I	RECOVERE	
	FIELD	FC	R THE PURPOSE OF PREPAR	ĨŇĠ Ŧ	HÌS	SKET	CH, EXC	CEPT AS SHO	WN.	
	3 PAR	CEL	INFORMATION SHOWN HERE	ON IS	SU	POR	ED BY	THE PROPER	TY INFOR	MATION
	R F P C	NRT	AGSC FILE NUMBER 30361-2	40 D/	ATEL) ОСТ	OBER 2	9. 2020 AT	8:00 AM.	UPDAIED
	MARC		N GOVERNMENT SERVICES C	CORPO	D M	ARCH ION.	11, 20	24 AT 8:00 A	AM, AD Fr	
	/ (1-1=1									
SEE	SHEFTS	3-4	OF 5 FOR SKETCH OF DESCR		N					
SEE	E SHEETS	1-2	OF 5 FOR LEGAL DESCRIPTIC	Ň						
	S SKETCH	1 15 MAT T		<u> </u>			OFNER		CYDRECCI	MAY ALITHORITY
DES	CRIPTION IS IN STANDARDS OI	ACCOR	DANCE WITH TICE FOR AS SET FORTH REV PER COMMENTS A		04/15/	24				NAY AUTHORITY
	VEYING AND M/ HAPTER 5J-17,	APPING FLORIC		BY	DATE		RIG	ht of WA	Y PARC	EL SKETCH
FLOF			A STATE DOAD NO	E20 /			DADKW		<u></u>	POLK COUNTY
Allen	Quickei 2024	.04.19 2:01-04	YOD'	i	POIN		PARKWA	ni) 		
	N L. OUICKEL		TILLE TO THE TILL THE		WGI, IN					
	IDA PSM# 6481 SEAL ON THIS D ORIZED BY THE HE DATE OF DI	OCUM	ENT WAS MADE IN MASK 13	/16/22	CFX I	ROIEC	T# 538-2	34		SHEET 5 OF 5
ON T	HE DATE OF DI	GITAL	SIGNATURE CHECKED ALQ 12	/14/22				·····		

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 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.

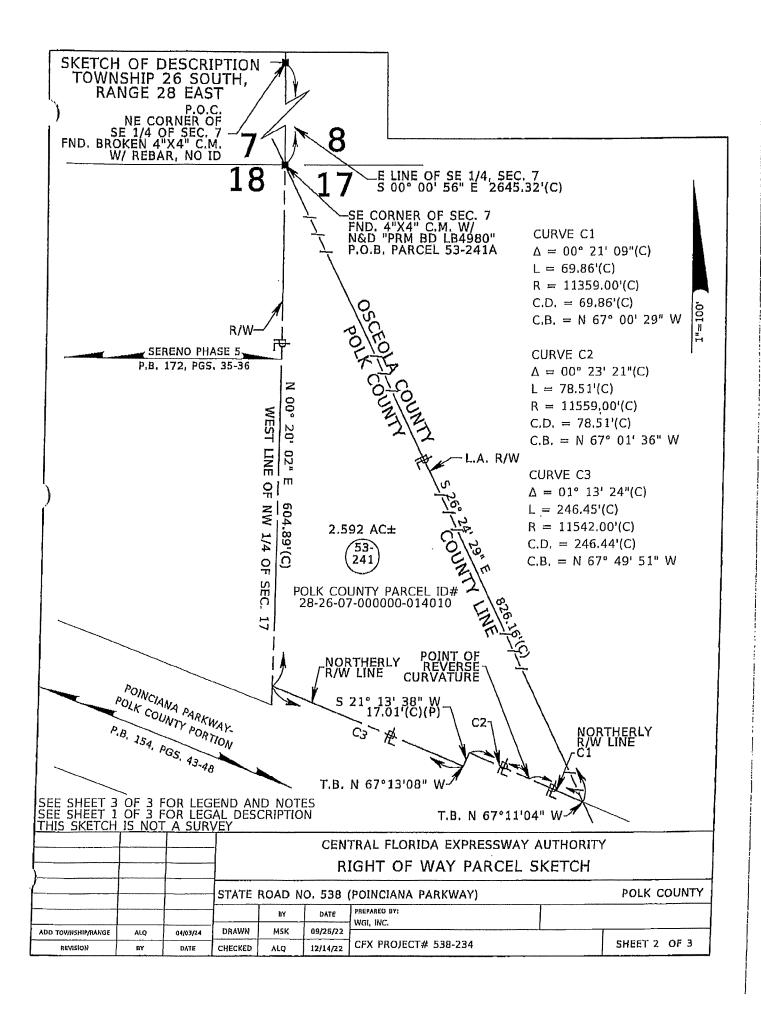
Lying within the following described boundaries described as follows:

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; 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 which bears 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					
f			STATE	ROAD	10, 538	(POINCIANA PARKWAY)	OSCEOLA COUNTY		
· ·				BY	DATE	PREPARED BY: Wgi, INC.			
			DRAWN	MSK	09/26/22				
REVISION	BY	DATE	CHECKED	лlq	12/14/22	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 WA LB = LICENSED BUSINESS NAD83 = NORTH AMERICAN DATUM OF T N&D = NAIL & DISK O.R.B. = OFFICIAL RECORDS BOOK P.O.B. = PLAT BOOK P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF BEGINNING P.O.C. = POINT OF COMMENCEMENT PRM = PERMANENT REFERENCE MONU PG./PGS. = PAGE/PAGES R = RADIUS R/W = RIGHT OF WAY SEC. = SECTION) S.F. = SQUARE FEET T.B. = TANGENT BEARING W/ = WITH A = DELTA/CENTRAL ANGLE 	983
NOTES:	
1. BEARINGS SHOWN HEREON ARE BASED ON T SECTION 7, TOWNSHIP 26 SOUTH, RANGE 28 BASED ON NAD83, 2011 ADJUSTMENT STATE	EAST AS BEING SOUTH 00°00'56" EAST,
2. THIS PARCEL SKETCH IS NOT A SURVEY, NO FIELD FOR THE PURPOSE OF PREPARING THIS	CORNERS WERE SET OR RECOVERED IN THE SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SU REPORT AGSC FILE NUMBER 30361-240 DATE MARCH 1, 2023 AT 8:00 AM, AND UPDATED I AMERICAN GOVERNMENT SERVICES CORPORA	D OCTOBER 29, 2020 AT 8:00 AM, UPDATED MARCH 11, 2024 AT 8:00 AM, AS PREPARED BY
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 SLIJ 7. ELORIDA COMMISSIFIATURE	- RIGHL OF WAY PARCEL SKELCH
CODE: FURSUANT TO CHAPTER 472.027, THE REVISION BY DATE FLORIDA STATUTES. Allen Quickel 14:32:15-04'00' STATE ROAD NO, 53B (POIN	
ATE PREPAR	
ALLEN L. QUICKEL WGI, 1 FLORIDA PSM# 6481 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

EXHIBIT "B" Permitted Exceptions

- 1. The terms, provisions and conditions contained in that certain Covenant recorded in Book 817, Page 313.
- 2. The terms, provisions and conditions contained in that certain Easement Deed recorded in Book 1324, Page 1806, as affected by Book 3671, Page 177.
- 3. The terms, provisions and conditions contained in that certain Ingress and Egress Easement recorded in Book 1568, Page 2713.
- 4. The terms, provisions and conditions contained in that certain Ingress and Egress Easement recorded in Book 1568, Page 2716, as affected by Book 3671, Page 177.
- 5. Deed of Conservation Easement recorded in Book 1626, Page 1681, as affected by Book 1647, Page 2615; Book 3659, Page 2700 and Book 3684, Page 1634.
- 6. The terms, provisions and conditions contained in that certain Ingress/Egress Easement recorded in Book 3659, Page 2712.
- 7. The terms, provisions and conditions contained in that certain Modification One recorded in Book 3676, Page 1383.
- 8. Distribution Easement granted to Florida Power Corporation by instrument recorded in Book 3677, Page 582.
- 9. The terms, provisions and conditions contained in that certain First Amendment To Reedy Creek Settlement Agreement recorded in Book 4098, Page 2249, as affected by Assignment and Assumption of Reedy Creek Agreement recorded April 30, 2014 in Book 4602, Page 1003.
- 10. The terms, provisions and conditions contained in that certain Ingress and Egress Easement from Grantee to Grantor to be recorded in connection with this transaction.
- 11. Any minerals or mineral rights leased, granted, or retained by prior owners.

Note: All recording references are to the Public Records of Osceola County, Florida.

EXHIBIT "D"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

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

FROM: TCP II REEDY CREEK, LLC, a Florida limited liability company, the "Seller"

SUBJECT: Purchaser of Osceola County Parcel Identification Number

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property is as follows:

<u>Name</u>

<u>Address</u>

(Note: Any person identified above who is an employee or elected official of the Central Florida Expressway Authority must be identified as such.)

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath, and I understand that I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority.

[Signature on following page]

WITNESSES:

"SELLER"

TCP II REEDY CREEK, LLC, a Florida limited liability company

By: LTC Management LLC, its Manager

Print Name: _____

Print Name:

By:_____ Print Name:_____ Title: Managing Member

STATE OF NEW HAMPSHIRE COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of ______, 2024, by _______ _____, as Managing Member of LTC Management LLC, a Delaware limited liability company, as Manager of TCP II Reedy Creek, LLC, a Florida limited liability company, on behalf of the organization. He/she is personally known to me OR produced _______ as identification.

Notary Public	
Printed Name:	
Commission No.:	
My Commission Expires:	

EXHIBIT "E"

FORM OF CREDIT RESERVATION LETTER

[Insert proposed form of Letter]

ACTIVE 695694816v5 4868-9554-8597 v.2 112842/00756, 8:04 AM, 04/08/2024 ORLDOCS 21341320 2 19125.0276 ACTIVE 697405996v2 Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807

Subject: Reservation of Credits for Central Florida Expressway Authority

Dear M_____,

Pursuant to that certain Right-of-Way and Mitigation Credit Acquisition Agreement, dated ______, 2024 (the "Agreement"), entered into by and between Central Florida Expressway Authority ("CFX") and TCPII Reedy Creek, LLC ("Seller"), CFX purchased 41.134 State UMAM Credits and 201.33 Federal WRAP Credits (collectively referred to as the "Subject Credits") from Reedy Creek Mitigation Bank. This letter confirms that **Reedy Creek Mitigation Bank**, South Florida Water Management District Permit No. 53-00002-M and USACE Permit No. 1995-07852 (IP-ME), has 41.134 State UMAM Credits and 201.33 Federal WRAP Credits reserved for use by CFX. Payment has been made in full for the Subject Credits.

It is agreed that the Subject Credits will be reserved for CFX until Seller has received written direction from CFX, as described in the Agreement, to apply the Subject Credits to one or more specified projects (each, a "Credit Directive"). Once Seller receives a Credit Directive from CFX, Seller shall submit the required documentation to the applicable regulatory agencies to apply the specified number and type of Subject Credits to the project specified in such Credit Directive.

The Subject Credits shall continue to be reserved by Seller until all of the Subject Credits have been applied as specified by a Credit Directive.

If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

TCPII REEDY CREEK, LLC, a Florida limited liability company

By: LTC Management LLC, its manager

By:	
Printed:	
Its:	

EXHIBIT "F"

FORM OF EASEMENT

[Insert proposed form of Easement]

ACTIVE 695694816v5 4868-9554-8597 v.2 112842/00756, 8:04 AM, 04/08/2024 ORLDOCS 21341320 2 19125.0276 ACTIVE 697405996v2

THIS INSTRUMENT PREPARED BY AND RECORD AND RETURN TO:

Richard N. Milian, Esq. Nelson Mullins Riley and Scarborough LLP 390 N. Orange Ave., Suite 1400 Orlando, Florida 32801

R.E. Number: 2

(a portion of)

INGRESS AND EGRESS EASEMENT AGREEMENT

THIS INGRESS AND EGRESS EASEMENT AGREEMENT ("Easement Agreement") is made this ______ day of ______, 2024, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("Grantor"), and TCP II REEDY CREEK, LLC, a Florida limited liability company, whose address is 23 South Main Street, Suite 3A, Hanover, New Hampshire 03755 ("Grantee"). Grantor and Grantee are sometimes collectively referred to hereinafter as the "Parties" and individually as a "Party."

RECITALS:

Pursuant to Section 348.753, Florida Statutes, Grantor is empowered to construct, improve, maintain, and operate the Central Florida Expressway System and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access. In accordance therewith, Grantee and Grantor have made and entered into that certain ,2024 (the Right-of-Way and Mitigation Credit Acquisition Agreement dated "ROW Agreement"), whereby Grantor has acquired from Grantee certain property described on Exhibit "A" attached hereto and by reference incorporated herein (the "Property") for use by Grantor for right-of-way necessary for the future construction and maintenance of right-ofway improvements for State Road 538 together with all related appurtenances thereto (the "Project"). The Property was a portion of a larger tract of land owned by Grantee located in Osceola County, Florida, bearing Osceola Real Estate Parcel Identification Numbers 17-26-28-0000-0010-0000 and 08-26-28-0000-0020-0000, and being more particularly depicted on Exhibit "B" attached hereto and by reference incorporated herein (that tract of land, less the Property conveyed to Grantor, is referred to herein as "Grantee's Remainder Property"). Grantee operates the Reedy Creek Mitigation Bank (the "Mitigation Bank") on Grantee's Remainder Property. The ROW Agreement provides that Grantor will convey to Grantee an easement for ingress/egress access for pedestrian, equipment, and vehicular traffic at all times between the portions of Grantee's Remainder Property for continued use, operation and maintenance of the Mitigation

Bank.

NOW, THEREFORE, for in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the Parties hereto, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals: Capitalized Terms.** That all of the foregoing recitals contained in this Easement Agreement are true and correct and are incorporated herein by this reference. Capitalized terms not defined herein shall have the same meaning as set forth in the ROW Agreement.

2. Grant of Easement. Subject to the terms and conditions set forth herein, Grantor hereby gives, grants and conveys to Grantee, its successors and assigns, and their respective employees, contractors and agents, a permanent non-exclusive easement appurtenant to Grantee's Remainder Property (the "Easement") in, through, over and upon those certain portions of the Property as generally depicted on Exhibit "C" attached hereto and by reference incorporated herein (the "Easement Area"), for ingress/egress access for pedestrian, equipment, and vehicular traffic at all times between the portions of Grantee's Remainder Property for continued use, operation and maintenance of the Mitigation Bank. Nothing herein shall grant any right of access or entry upon the roadway of S.R. 538. This Easement may not be used for the development of the Grantee's Remainder Property other than for the Mitigation Bank's operation, shall not be for the benefit or use of the public or any other third party and shall not be expanded for use or benefit of any other property, unless such property is used as an appurtenance to and in connection with the Mitigation Bank. Grantor may, by written notice to Grantee, modify or change the location of the Easement Area across the Property so long as the new location provides uninterrupted, reasonably comparable access of equivalent width, height and character between the portions of Grantee's Remainder Property. Grantee shall not construct or alter any improvements within the Easement Area without the prior review and written approval of Grantor. Grantee shall be responsible, at its expense, for construction, maintenance or repairs of any access road leading to, but outside of, the Easement Area necessary for Grantee's use of the Easement. Grantee shall not cause any damage to the Easement Area or any of Grantor's adjoining property or improvements. Grantor, its employees, contractors, agents or licensees may use the Easement Area in conjunction with the construction, operation, maintenance and repair of the Project and related improvements.

3. <u>Term of Easement.</u> The term of this Easement shall run in perpetuity unless abandoned or no longer used in connection with the operation of the Mitigation Bank. Upon written request from Grantor after the occurrence of either of the above events, Grantee shall execute and deliver to Grantor a release and termination of this Easement Agreement in recordable form mutually agreeable to the Parties.

4. <u>Indemnity.</u> Grantee, but only for so long as Grantee owns any of the Grantee's Remainder Property, its successors or assigns, and their respective employees, contractors and agents (each an "Indemnifying Party" and collectively, the "Indemnifying Parties"), shall at all times indemnify, save harmless and defend Grantor from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Grantor may suffer, sustain or incur by reason of the entry by any of the Indemnifying Parties upon the Easement

Area or the exercise by any of the Indemnifying Parties of rights under this Easement Agreement, including, without limitation, any damage to the Grantor's Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the Property or any part thereof. The Indemnifying Parties shall indemnify, defend and hold harmless Grantor against any loss, cost, claim or liability (including, without limitation, costs of necessary testing, cleanup or repair and reasonable attorney's fees and costs) arising directly or indirectly out of any discharge or release onto the Property, of any such hazardous or toxic substance or other contaminant caused by the Indemnifying Parties. Provided however, and notwithstanding any provision to the contrary contained in this Easement Agreement, the obligations of any Indemnifying Party under this Section 4 shall be limited to matters arising during the period of time that such Indemnifying Party owns, or is an employee, contractor, or agent of an Indemnifying Party who owns, any portion of the Grantee's Remainder Property. This provision shall survive the termination of this Agreement.

5. <u>Insurance</u>. Grantee or its successors or assigns shall maintain a policy or policies of commercial general liability insurance, with a combined single limit of not less than \$1,000,000 and \$2,500,000 in the aggregate, protecting Grantor from claims, actions, losses, and liability relating to entries by or on behalf of the Indemnifying Parties onto the Easement Area. This policy shall name Grantor and its respective officers, directors, employees and agents, as additional insureds. This policy shall be underwritten by an insurance company meeting Grantor's reasonable approval. Grantee shall deliver to Grantor a certificate or other evidence of such insurance within thirty (30) days of the date of this Easement Agreement.

6. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 pm, local Orlando, Florida time and the recipient has confirmed receipt by response email), to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

Grantor:	Central Florida Expressway Authority Attn: Executive Director 4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director
Copy to:	Central Florida Expressway Authority Attn: General Counsel 4974 ORL Tower Road Orlando, Florida 32807
Copy to:	Nelson Mullins Riley & Scarborough LLP Attn: Richard N. Milian, Esq. 390 N. Orange Avenue, Suite 1400 Orlando, Florida 32801 Email: richard.milian@nelsonmullins.com

Grantee:	TCP II Reedy Creek, LLC, Attn: David Hoffer 23 South Main Street, Suite 3A Hanover, New Hampshire 03755 Email: dhoffer@lymetimber.com
Copy to:	Prineet D. Sharma, Esq. Sharma Eminent Domain Lawyers 3732 Winter Garden Vineland Road Winter Garden, Florida 34787 Email: prineet@sharmafl.com

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

7. <u>Modification</u>. This Easement Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by Grantor and Grantee, or the successors or assigns, and recorded in the Public Records of Orange County, Florida.

8. <u>Successors and Assigns.</u> The Easement and the rights and obligations contained herein shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto.

9. <u>Entire Agreement.</u> This Easement Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

10. <u>Attorneys' Fees.</u> In the event of any dispute hereunder or of any action to interpret or enforce this Easement Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

11. <u>Relationship Between the Parties.</u> The Parties acknowledge and agree that the relationship created hereby is solely as a result of and arising from their relationship as the owners of adjacent properties. It is not intended hereby, and nothing contained herein shall be construed, to establish any other relationship between the Parties. Specifically, nothing contained in this Easement Agreement, nor the relationship between the Parties which may arise as a result of the provisions of this Easement Agreement, are intended to, or shall be construed as, creating a partnership, joint venture, or other such relationship as between the Parties.

12. <u>Section Headings.</u> The section headings as used herein are for convenience of

reference only and shall not be deemed to vary the content of this Easement Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

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

14. <u>Governing Law: Venue.</u> This Easement Agreement shall be governed by and construed under the laws of the State of Florida. Any action to enforce this Easement Agreement will be brought in a court of competent jurisdiction in Orange County, Florida.

15. <u>Counterparts and Electronic Signatures.</u> This Easement Agreement may be executed in two or more counterpart copies, including digital and electronic signatures, each of which shall be deemed to constitute one original document. The Parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

16. <u>Effective Date.</u> The effective date of this Easement Agreement shall be the date on which this Easement Agreement is recorded.

[Signatures on following pages.]

IN WITNESS WHEREOF, the undersigned has set its hand and seal effective as of the date first set forth above.

WITNESSES:	"GRANTEE"
	TCP II REEDY CREEK, LLC, a Florida limited liability company
	Ву:
Print Name:Address:	Name:
Print Name: Address:	Title:
STATE OF COUNTY OF	
	owledged before me by means of [] physical presence or [] online notarization on , as of TCP Reedy Creek,

LLC, a Florida limited liability company, on behalf of the organization. He/she is personally known to me OR produced __________as identification.

Notary Public	
Printed Name:	
Commission No.:	
My Commission Expires:	

Signed, sealed, and delivered in the presence of:

"GRANTOR"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Print Name:	
Address:	

By:_____

Michelle Maikisch, Executive Director

Date:

ATTEST:_____

Regla ("Mimi") Lamaute Recording Clerk Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this _ day of ______ 2024 for its exclusive use and reliance.

By:_____

STATE OF FLORIDA) COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 2024, by Michelle Maikisch, as Executive Director of the Central Florida Expressway Authority, on behalf of the organization. She is personally known to me OR produced ______as identification.

NOTARY PUBLIC

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

EXHIBIT "G"

FORM OF BILL OF SALE

[Insert form of Bill of Sale]

ACTIVE 695694816v5 4868-9554-8597 v.2 112842/00756, 8:04 AM, 04/08/2024 ORLDOCS 21341320 2 19125.0276 ACTIVE 697405996v2

BILL OF SALE

THIS BILL OF SALE is made as of the _____ day of _____, 20__, by TCPII REEDY CREEK, LLC, a Florida limited liability company ("Seller"), and Central Florida Expressway Authority, a _____ ("Purchaser").

Seller and Purchaser have entered into that certain Right-of-Way and Mitigation Credit Acquisition Agreement dated ______, 20____ (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Wetland Credits (each as defined in the Agreement) held in Seller's Reedy Creek Mitigation Bank, Osceola and Polk Counties, Florida.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, _____ state forested UMAM credits and ______ M-WRAP federal forested wetland credits, to have and hold all such Wetland Credits, forever. Witness the following authorized signature:

TCPII REEDY CREEK, LLC, a Florida limited liability company

By: LTC Management LLC, its manager

By:	
Printed:	
Its:	

EXHIBIT "H"

FORM OF CREDIT DIRECTIVE

[Insert form of Credit Directive Letter]

ACTIVE 695694816v5 4868-9554-8597 v.2 112842/00756, 8:04 AM, 04/08/2024 ORLDOCS 21341320 2 19125.0276 ACTIVE 697405996v2 January 16, 2024

TCPII Reedy Creek, LLC Attn: David Hoffer 23 South Main Street, Suite 3A Hanover, New Hampshire 03755 dhoffer@lymetimber.com

Re: Request to Apply Subject Credits

Dear Mr. Hoffer:

Pursuant to that certain Right-of-Way And Mitigation Credit Acquisition Agreement, dated ______, 2024 (the "Agreement"), entered into by and between Central Florida Expressway Authority ("CFX") and TCPII Reedy Creek, LLC ("Seller"), CFX purchased 41.134 State UMAM Credits and 201.33 Federal WRAP Credits (collectively, the "Subject Credits") from the Reedy Creek Mitigation Bank to be used to offset certain impacts associated with one or more CFX projects. All capitalized terms not defined in this letter will have the meaning given to them in the Agreement.

Set forth on <u>Exhibit A</u> attached hereto is a ledger (the "Ledger") that shows the number of (i) Subject Credits originally purchased by CFX under the Agreement, (ii) Subject Credits that, at CFX's request and direction, have been previously deducted from the Ledger and applied to a project as specified by CFX, and (iii) Subject Credits remaining.

The purpose of this letter is to confirm that as of the date hereof, CFX is requesting that Seller transfer ______ Federal WRAP Credits and ______ State UMAM Credits of the remaining Subject Credits to be applied to offset unavoidable wetland impacts associated with the _______ Project, [Permit No.]. Seller is hereby requested to submit the required documentation to the US Army Corps of Engineers and South Florida Water Management District, as applicable, to effectuate the credit transfer.

Upon such transfer, CFX understands that there remain _____ State UMAM Credits and _____ Federal WRAP CFX's future use, subject to and in accordance with the Agreement. Following debiting of the Subject Credits as requested in this letter, Seller will update the Ledger accordingly.

Sincerely,

CENTRAL FLORIDA EXPRESWAY AUTHORITY

By:	
Name:	
Title:	

cc: Eco-Capital Advisors Attn: Brian Normanly normanly@ecocapitaladvisors.com

EXHIBIT A

Ledger

State UMAM Credits Originally Acquired: 41.134

Project	Permit Number	Debited Credits	Remaining Balance
·			

Federal WRAP Credits Originally Acquired: 201.33

Project	Permit Number	Debited Credits	Remaining Balance
State Road 516		18.39	182.94
		· · · · · · · · · · · · · · · · · · ·	

EXHIBIT "I"

LIST OF EXISTING TITLE MATTERS

- 1. The terms, provisions and conditions contained in that certain Covenant recorded in Book 817, Page 313.
- 2. The terms, provisions and conditions contained in that certain Easement Deed recorded in Book 1324, Page 1806, as affected by Book 3671, Page 177.
- 3. The terms, provisions and conditions contained in that certain Ingress and Egress Easement recorded in Book 1568, Page 2713.
- 4. The terms, provisions and conditions contained in that certain Ingress and Egress Easement recorded in Book 1568, Page 2716, as affected by Book 3671, Page 177.
- 5. Deed of Conservation Easement recorded in Book 1626, Page 1681, as affected by Book 1647, Page 2615; Book 3659, Page 2700 and Book 3684, Page 1634.
- 6. The terms, provisions and conditions contained in that certain Ingress/Egress Easement recorded in Book 3659, Page 2712.
- 7. The terms, provisions and conditions contained in that certain Modification One recorded in Book 3676, Page 1383.
- 8. Distribution Easement granted to Florida Power Corporation by instrument recorded in Book 3677, Page 582.
- 9. The terms, provisions and conditions contained in that certain First Amendment To Reedy Creek Settlement Agreement recorded in Book 4098, Page 2249, as affected by Assignment and Assumption of Reedy Creek Agreement recorded April 30, 2014 in Book 4602, Page 1003.

Note: All recording references are to the Public Records of Osceola County, Florida.

EXHIBIT "J"

LIST OF SELLER'S DUE DILIGENCE MATERIALS

- 1. Seller's title insurance policy and the most recent survey prepared of the Property;
- 2. Copies of the Conservation Easements, the MBI, and Mitigation Bank permits;
- 3. Copies of the Environmental Reports;
- 4. The bill or bills issued for the year 2023 for real estate taxes and any subsequently issued notices pertaining to real estate taxes or assessments applicable to the Property.

EXHIBIT "X"

AGENT AUTHORIZATION FORM

ACTIVE 695694816v5 4868-9554-8597 v.2 112842/00756, 8:04 AM, 04/08/2024 ORLDOCS 21341320 2 19125.0276 ACTIVE 697405996v2

ACTING AGENT AUTHORIZATION FORM

Dated May ____, 2024

To Whom it May Concern:

TCP II REEDY CREEK, LLC, a Florida limited liability company ("Owner"), whose address is 23 South Main Street, Suite 3A, Hanover, New Hampshire 03755, as seller, and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes ("CFX"), whose address is 4974 ORL Tower Road, Orlando, Florida 32807, as Purchaser, are parties to that certain Right-of-Way and Mitigation Credit Acquisition Agreement (the "Agreement"), whereby CFX is acquiring from the Owner certain right-of-way and wetland mitigation credits in connection with the proposed future construction and maintenance of right-of-way improvements for the extension of State Road 538 (the "Project"). Owner is the current fee owner of that certain real property located in Osceola County and Polk County, Florida, and being more particularly depicted on <u>Exhibit "A"</u> attached hereto and by reference incorporated herein (the "Property").

The undersigned being the owner of the Property, hereby authorizes CFX to act as agent for the Owner in applying for and pursuing all permits, authorizations, consents, and approvals necessary for CFX's Project, including, but not limited to (i) any and all permits and approvals reasonably necessary for the Project, including, without limitation, any required modification of the permits and federal Mitigation Banking Instrument for American Equities Mitigation Land Bank, as amended from time to time (collectively, the "MBI") for the Reedy Creek Mitigation Bank, and (ii) the release or modification of any conservation easements imposed in connection with the Reedy Creek Mitigation Bank or otherwise encumbering the Property (the "Conservation Easements") as the same pertain to the portion of the Property being purchased for right of way for CFX's Project and use thereof in connection with the construction and operation of the Project (the foregoing items being collectively referred to herein as the "Approvals").

TCP II REEDY CREEK, LLC, a Florida limited liability company

By: LTC Management LLC, its manager

By:_____

Print Name:

Title: Managing Member

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ______ day of ______, 2024, by _______, as Managing Member of LTC Management LLC, a Delaware limited liability company, as Manager of TCP II Reedy Creek, LLC, a Florida limited liability company, on behalf of the organization. He/she is personally known to me OR produced ______ as identification.

Notary Public

Printed Name:_____

Comm	ission	No.:	
0000000	1001011	* * * * * *	

My Commission Expires:_____

SCHEDULE 28

Pending Reservation Agreements

Reedy Creek Mitigation Bank - As of 5/7/2024					
Reserved/ Pending Deduction*					
Project Name	Purchaser	Date of Contract	Reserved State Credits	Reserved Federal Credits	
FDOT, 14 Beyond the Ultimate	Florida Department of Transportation	6/22/2016	12	23.38	
FDOT, I4 Beyond the Ultimate	Florida Department of Transportation	6/29/2017	8	24.25	
Osc. Co Surplus	Osceola County Board of County Commissioners	9/6/2005	0.12	0.02	
Eastpoint Park	Jim Bartlett Construction	4/8/2019	0.05	0.05	
51 Lake Hancock	Seidel Partners, LLC	3/14/2022	0.02		
Bennett Place	Daryl M. Carter	2/2/2022	0.88	0.88	
Orlando Gateway	Development Ventures Group, Inc.	9/22/2022	0.02		
Avenue A Trucking and Storage	Tun Express, LLC	11/17/2022		0.37	
10999 Narcoossee Road	Adventist Health System/Sunbelt, Inc.	5/2/2022		1.33	
Avatar	Avatar Holdings, Inc.	April 2007		16.59	
Golden Oak Development	WDI on behalf of Golden Oak Development, LLC	5/15/2017		0.37	
Celebration Sports Fields	Celebration Residential Owners Association	7/11/2018		0.05	
Oasis at Moss Park	The Oasis at Moss Park Preserve, LLC	9/25/2018		1.47	
Willys Avenue Single Family Home	Omar Nazario	9/12/2022		0.33	
CFX SR 516	Central Florida Expressway Authority	7/10/2023		18.39	
Total Reserved			21.09	87.48	

*All Reserved/Pending Deduction credits have been paid for and are waiting to be applied to purchaser's permit



MARCHENA AND GRAHAM, PA

976 LAKE BALDWIN LANE, SUITE 101 ORLANDO, FLORIDA 32814 TELEPHONE (407) 658-8566 TELECOPIER (407) 281-8564 WEBSITE: www.mgfirm.com MARCOS MARCHENA MMARCHENA@MGFIRM.COM

MEMORANDUM

- TO: CFX Right-of-Way Committee Members
- FROM: Marcos R. Marchena, Esq., Right-of-Way Counsel *MM* Marchena and Graham, P.A.
- DATE: May 15, 2024
- SUBJECT: Utility Relocation Agreement between the Central Florida Expressway Authority and Florida Southeast Connection, LLC Project No.: 538-235 Poinciana Parkway Extension

BACKGROUND

In connection with the construction of the Poinciana Parkway Extension project ("SR 538 Extension Project"), the Central Florida Expressway Authority staff has identified the need to relocate certain utilities facilities located in parcels that will be needed for the proposed right of way of the SR 538 Extension Project. One of the utilities requiring relocation of facilities is Florida Southeast Connection, LLC ("FSC"), a subsidiary of NextEra Energy. A map depicting the existing and proposed pipeline corridor is attached hereto as Attachment "A".

The Central Florida Expressway Authority ("CFX") entered into a Reimbursement Agreement ("Engineering Study Agreement") with FSC in August 2021 pursuant to which FSC performed a preliminary study and engineering analysis to determine the work required to relocate FSC's natural gas line to accommodate the SR 538 Extension Project ("Relocation Work"). Pursuant to the terms of the Engineering Study Agreement, FSC also determined an estimated budget for the Relocation Work.

An agreement has been negotiated with FSC to carry out the Relocation Work identified under the Engineering Study Agreement. The terms, pursuant to which FSC will carry out the Relocation Work, are established in the proposed CFX-FSC Utility Relocation Agreement attached hereto as Attachment "B" ("Agreement").

Pursuant to the terms of the Agreement, CFX will be responsible for funding the costs of relocation of the utilities, which are currently estimated to be \$14,000,000.00 ("Estimated Relocation Costs"). The Estimated Relocation Costs shall not exceed 110% of \$14,000,000.00 without the prior written consent of CFX. The Estimated Relocation Costs include the cost to finalize the engineering, secure the permits and construct the relocated utilities. CFX will be responsible for securing the easement interests over the relocated utility corridor and granting an easement to FSC prior to FSC's construction of the relocated utilities in the proposed new pipeline utility corridor.

May 15, 2024 Page 2

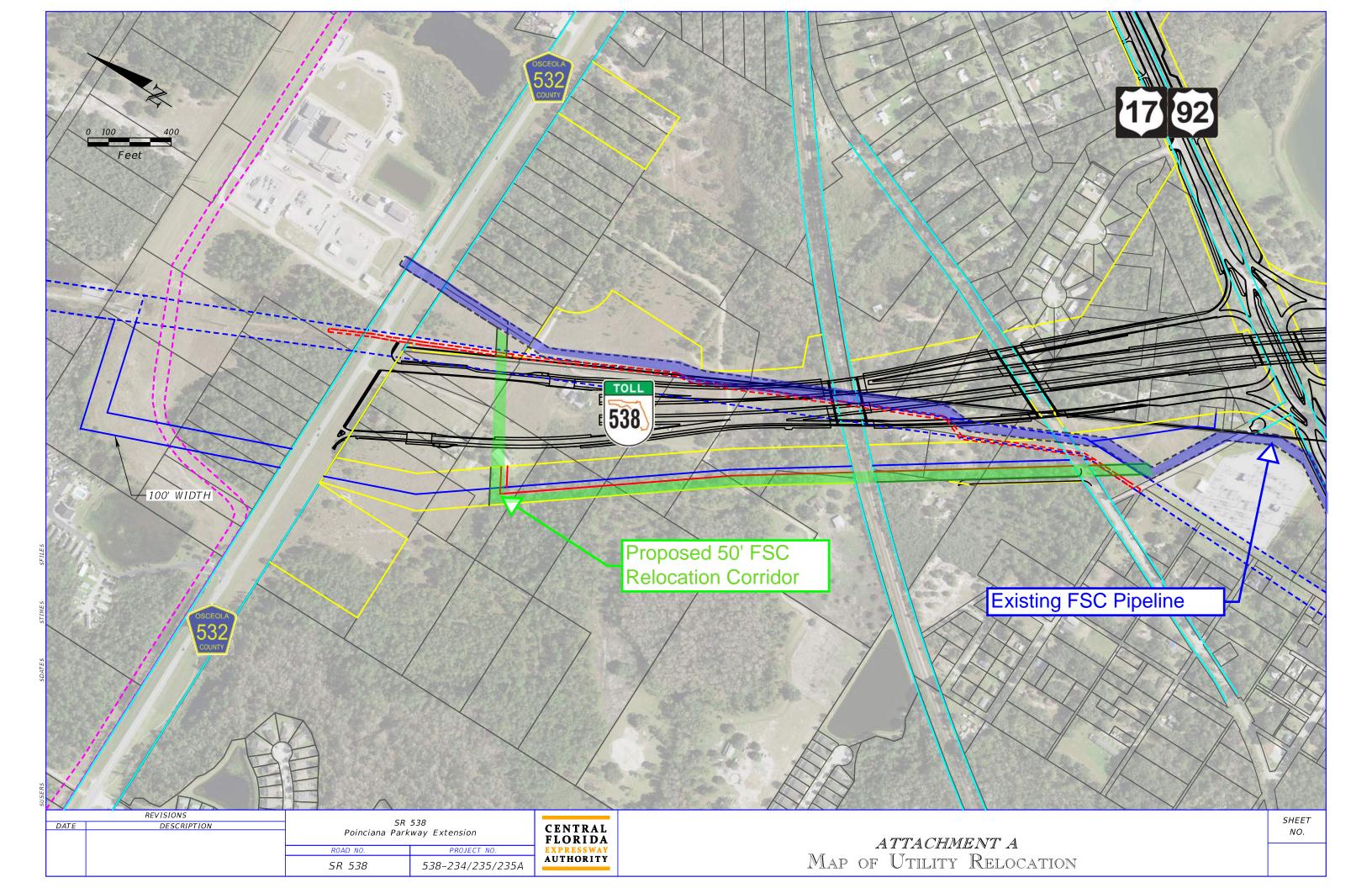
<u>REQUEST</u>

A recommendation by the Right-of-Way Committee for CFX Board approval of the Utility Relocation Agreement between CFX and Florida Southeast Connection, LLC for the SR 538 Extension Project in the form attached, subject to minor or clerical modifications or revisions approved by counsel.

ATTACHMENTS

A. Map of Utility Relocation

B. CFX-FSC Reimbursement for Utility Relocation Agreement (with Exhibits).



ATTACHMENT "B"

UTILITY RELOCATION AGREEMENT

THIS UTILITY RELOCATION AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) between the 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 4874 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and FLORIDA SOUTHEAST CONNECTION, LLC, a Delaware limited liability company, whose address is 700 Universe Boulevard, Juno Beach, Florida 33408 ("FSC"). CFX and FSC may be collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

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

WHEREAS, CFX is undertaking an expansion project known as the "Poinciana Parkway Extension Project" in Osceola County that involves the extension of State Road ("SR") 538/Poinciana Parkway to create a divided four lane expressway from Ronald Reagan Parkway to County Road 532/Osceola Polk Line Road ("Project"); and

WHEREAS, FSC is the holder of those certain easement interests, written or prescriptive, that encumber certain real property located within the alignment of the proposed Project as more particularly listed in <u>Exhibit "A"</u> attached hereto and incorporated by reference (such easement interests collectively referred to herein as the "Existing Easements"); and

WHEREAS, the Existing Easements encumber certain real property to be acquired by CFX for the construction, operation, and maintenance of the proposed Project; and

WHEREAS, the proposed construction and use of Project requires that all or portions of the Existing Easements and the underground petroleum pipeline and associated protective easement rights (collectively, the "Facilities") located therein be removed and relocated to easements within that certain real property more particularly depicted on <u>Exhibit "A"</u> attached hereto and incorporated herein by reference ("New Easements"); and

WHEREAS, FSC and CFX previously entered into that certain Reimbursement Agreement dated August 12, 2021 for the purpose of coordinating the performance of certain design, engineering and estimating services required for the relocation of the Facilities and Existing Easements ("Engineering Agreement"); and

WHEREAS, CFX will acquire or, if necessary, condemn easement interests in the New

Easements in favor of FSC in accordance with the terms and conditions of this Agreement in order to replace FSC's Existing Easements; and

WHEREAS, CFX agrees to reimburse FSC for the out-of-pocket costs and expenses incurred by FSC associated with the relocation, construction and installation of the Facilities in the New Easements, subject to certain reimbursements and/or credits to CFX for portions of the Existing Easements, and certain time constraints as identified herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CFX and FSC agree as follows:

CFX AGREEMENT TO REIMBURSE FSC

1. <u>Recitals.</u> The recitals set forth at the beginning of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

2. <u>Engineering and Design</u>. To the extent not otherwise addressed in the Engineering Agreement, FSC shall, perform the necessary engineering, permitting and construction services in coordination with CFX to facilitate FSC's relocation, construction, installation, removal and/or abandonment of designated out of service facilities in the Existing Easements, and return to service of the Facilities in the New Easements ("FSC Relocation Project") to accommodate the Project. The engineering, permitting and construction services required to be performed are defined as follows:

(a) The engineering plans (currently at 100% completion) will be finalized and permitted consistent with the results of the engineering plans prepared by FSC pursuant to the Engineering Agreement and the finalized plans shall be referred to as the construction plans ("Construction Plans"). A copy of the engineering plans is attached as <u>Exhibit "B."</u>

(b) The establishment of the final placement and location of the new Facilities within the New Easements.

(c) The development of a schedule for finalization of design plans and any and all permits reasonably required for the relocation, construction and installation of the Facilities in the New Easements.

(d) The development of a schedule for (i) the procurement of any and all materials and equipment reasonably necessary for the relocation, construction and installation of the Facilities in the New Easements; (ii) the actual relocation, construction and installation of the Facilities in the New Easements (collectively, the "Construction Schedule"); (iii) the return to service of the Facilities; and (iv) the date by which CFX must notify FSC that the CFX Project will not be completed and CFX requests that FSC terminate any further activities under this Agreement ("CFX Termination Date"). Upon notice of the CFX Termination Date, FSC will cease any further activities and receive reimbursement of all costs incurred prior to the CFX Termination

Date. If FSC does not receive timely notice of the CFX Termination Date, FSC will be entitled to complete the FSC Relocation Project and receive reimbursement from CFX for all costs incurred by FSC to complete the FSC Relocation Project.

(e) The establishment of the final construction cost estimate that includes all costs FSC estimates to incur in order to complete the FSC Relocation Project.

3. <u>Acquisition of Easements</u>. CFX shall take any and all action reasonably necessary to acquire, assign, or transfer, including, without limitation, by condemnation, the easement interests in the New Easements in favor of FSC. CFX agrees to acquire an easement interest over the New Easements adjacent to the Project in a width of fifty feet (50') as more particularly depicted in <u>Exhibit "B"</u> attached hereto. The New Easements shall contain such terms and provisions as are reasonably acceptable to FSC and CFX, including requirements for any third party seeking to cross the Facilities or otherwise occupy the New Easements. CFX shall perform the initial land clearing reasonably required for the relocation, installation and construction of the Facilities in the New Easements all at CFX's expense.

4. <u>Permitting</u>. No later than July 31, 2024, FSC shall apply for, and use commercially reasonable diligence to obtain, any and all Permits (hereinafter defined) reasonably required for the relocation, installation, construction and operation of the Facilities in the New Easements in accordance with the Construction Plans. "Permits" shall mean all permits, approvals, licenses, authorizations, and development entitlements of or from all governmental authority(ies) having authority over the Facilities, including, without limitation, the water management district, the Florida Department of Environmental Protection, the Florida Department of Transportation, the Federal Energy Regulatory Commission, and consents from all private parties with rights of consent or approval required to construct, operate and maintain the Facilities.

5. <u>Relocation Activities</u>.

(a) Relocation Work. FSC shall, within sixty (60) days of receiving the Permits, the New Easements and formal written notice to proceed from CFX requesting that FSC commence the FSC Relocation Project ("CFX NTP"), commence the relocation, construction and installation activities more specifically set forth in Exhibit "B" attached hereto and incorporated herein by reference (collectively, the "Relocation Activities"). The CFX NTP shall be received by FSC no later than September 1, 2025 ("NTP Deadline"). In the event CFX fails to issue the CFX NTP on or before the NTP Deadline, the failure to issue the CFX NTP shall not serve as a default hereunder but shall serve to extend the Completion Deadline (hereinafter defined) in accordance with (i) below. The Relocation Activities scoped under this Agreement will be performed in accordance with the Utility Work Schedules attached hereto as Exhibit "C" and incorporated herein by reference ("UWS") and shall be completed no later than Two Hundred Forty (240) days after issuance of the CFX NTP, 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 or (ii) otherwise extended in writing by the mutual consent of the Parties ("Completion Deadline"). FSC shall be responsible for conducting the Relocation Activities in good order and repair in accordance with the Construction Plans, all applicable Permits, and the terms and conditions of this Agreement. FSC shall coordinate the Relocation Activities with the other two utility companies that will be relocating other utility facilities in easements adjacent or near to the Existing Easements and the New Easements. FSC shall notify CFX in writing at least ten (10) business days prior to the commencement of relocation, installation and construction of the Facilities in the New Easements 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.

(b) <u>Monitoring of the FSC Relocation Project</u>. CFX, in its sole and absolute discretion, may procure the services of a construction, engineering and inspection engineering consultant ("CEI") to observe the excavation and construction of the Facilities in the New Easements to monitor the compliance with the terms of this Agreement, the Permits, the Construction Schedule, UWS and the Construction Plans. FSC shall provide periodic updates on the progress of the relocation, installation and construction of the Facilities in the New Easements to CFX and, if directed by CFX, to the CEI.

(c) <u>Monitoring of the CFX Project</u>. FSC, in its sole and absolute discretion, may observe the excavation and construction of the CFX Project to monitor CFX's compliance with the terms of this Agreement and ensure the integrity of FSC's Facilities. CFX shall provide FSC with periodic updates on the progress of the Project.

(d) Completion of the Facilities. At such time that FSC has completed all of the relocation, installation and construction of the Facilities as set forth in this Agreement, FSC shall deliver written notice of same to CFX for its review, along with evidence, reasonably acceptable to CFX, of the completion of the Facilities, including, but not limited to, (i) such certificates of completion or similar evidence of acceptance of the subject improvements as are available from applicable governmental authorities, and (ii) an affidavit from FSC's project engineer (in form and substance reasonably satisfactory to CFX and the CEI) that the relocation, and installation of the Facilities has been completed in accordance with the Permits, this Agreement, and Construction Plans ("Completion Notice"). Within ten (10) business days after receipt of the Completion Notice from FSC, CFX and the CEI shall have the right, but not the obligation, to review the Facilities to ensure the Facilities have been constructed in substantial accordance with the Construction Plans. In the event CFX elects to conduct an independent review of the Facilities, CFX shall notify FSC within five (5) business days after such independent review of any material deviations from the approved Construction Plans that would be reasonably expected to materially and adversely affect CFX's intended use of the real property adjacent to the New Easements. FSC and CFX shall proceed in good faith and in a commercially reasonable, diligent manner to reach agreement on the necessary correction/completion/cure of any such deficiencies that have been timely identified by CFX within such five (5) business day period. Any additional costs incurred by FSC to accommodate CFX's requested correction/completion/cure shall be borne by CFX, except to the extent the correction/completion/cure is required as a result of FSC's failure to follow the Construction Plans.

(e) <u>Removal of Existing Facilities</u>. No later than sixty (60) days after the later of the completion of the Facilities or the Completion Deadline ("Removal Deadline"), FSC shall take any and all action reasonably necessary to abandon or remove, if necessary, the Facilities in the Existing Easements more specifically depicted in <u>Exhibit "A"</u> attached hereto and incorporated herein by reference (collectively, the "Removal Activities") in accordance with the Construction Plans. In no event shall any abandonment of the Facilities in the Existing Easements or the connection or switch over of the Facilities in the Existing Easements to the New Easements thereto impact, interrupt, delay, impede or disrupt the construction of the Project, except as may be approved by CFX in writing. FSC shall coordinate in advance with CFX to complete the switch over of services from the Facilities in Existing Easements to the New Easements.

(f) <u>Project Manager</u>. FSC 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 Manager"). The initial Project Manager for the FSC ("FSC Project Manager") shall be identified by FSC within thirty (30) days of FSC's receipt of the CFX NTP. The initial Project Manager for CFX shall be David Falk ("CFX Project Manager"). Either Party may designate a replacement Project Manager by written notice in accordance with Section 10 hereof. Notwithstanding the foregoing, the FSC Project Manager and CFX Project Manager and CFX Project Manager and CFX Project Manager to individuals within FSC or CFX, respectively.

6. Reimbursement for Relocation Facilities. At this time, it is estimated that the total actual cost associated with the FSC Relocation Project will not exceed FOURTEEN MILLION NO/100 DOLLARS (\$14,000,000.00). Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to reimburse FSC for the actual costs of the relocation and adjustment, not to exceed the amount of \$14,000,000. FSC is not responsible for events beyond its control that could not reasonably be anticipated and which could not be avoided with the exercise of due diligence at the time of occurrence. Should the total actual cost of the relocation and adjustment be forecasted to exceed ten percent (10%) more than the original estimate of \$14,000,000, FSC shall submit a request for prior approval in writing, setting forth the amount of such forecasted additional costs and the changed conditions requiring the additional costs, and obtain the prior written agreement of CFX (in the form of an amendment to this Agreement) before performing work, in order for CFX to become responsible to reimburse FSC for the additional amounts. Any other removal, relocation, or alteration of FSC's facilities not required by CFX shall be performed at FSC's sole cost and expense. Any losses incurred by FSC's customers as a result of the FSC Relocation Project that is the result of acts by CFX or its contractors and for which such customers seek reimbursement from FSC shall be borne solely by CFX as to between CFX and FSC.

7. <u>Invoice Procedures</u>. The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement by CFX:

(a) FSC may at monthly intervals submit progress invoices for all costs incurred for the period covered by the invoice, including any prepayments that FSC may be required to make for long lead procurement items. All invoices shall be submitted to <u>Billing@CFXway.com</u> in detail sufficient to identify the work performed during the invoice period.

(b) FSC shall submit a final invoice to CFX for payment of all reimbursable costs within one hundred eighty (180) days after completion of the FSC Relocation Project.

(c) Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. All cost records and accounts shall be maintained in auditable condition for a period of four (4) years after final payment is received by FSC and shall be subject to audit by a representative of CFX at any reasonable time during this four-year period at CFS's sole expense.

(d) Upon receipt of an invoice, CFX has twenty (20) days to approve the invoice or to return the invoice to FSC for revisions or further documentation.

(e) If payment of an invoice is not issued within sixty (60) days from the date the invoice is received, a separate interest penalty of 2% may be charged. Invoices which have to be returned to FSC because of FSC's preparation errors will result in a delay in the payment. The invoice payment requirements described above do not start until a properly completed invoice is provided to CFX. In the event of a bona fide dispute regarding an invoice, CFX shall provide a statement of the dispute and will authorize payment of the undisputed amount.

(f) CFX will transfer the New Easement interests to FSC no later than the notice to proceed date issued to FSC from CFX for proceeding with construction.

8. <u>Release of Existing Easements</u>. Within thirty (30) days of the earlier of the (i) removal of the Facilities from the Existing Easements or (ii) the Removal Deadline, FSC shall execute and record a release of easements interests in the Existing Easements in a form mutually agreed upon between FSC and CFX.

9. <u>Default</u>.

(a) <u>Default by CFX</u>. In the event CFX breaches any of the covenants, obligations, promises, requirements, or conditions set forth in this Agreement, FSC shall be entitled to pursue and enforce all remedies or rights specified in this Agreement or that may otherwise be available to FSC at law or in equity, including, without limitation, specific performance and the right to immediately cease all activities required to advance the FSC Relocation Project, resulting from said breach.

(b) <u>Default by FSC</u>. In the event FSC breaches any of the covenants, obligations, promises, requirements, or conditions set forth in this Agreement, CFX shall be entitled, in CFX's sole and absolute discretion, to pursue and enforce all remedies or rights specified in this Agreement or that may otherwise be available to them at law or in equity, including, without limitation, exercising any or all of the following remedies: (i) specific performance resulting from said breach.

(d) <u>Failure to Enforce</u>. The failure to enforce any of the terms of or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. <u>Miscellaneous Provisions</u>.

(a) This Agreement constitutes the complete and final agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto.

(b) This Agreement shall be governed by the laws of the State of Florida. The exclusive venue for any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Orange County, Florida. In any such action, the parties waive any right to jury trial.

(c) 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.

(d) 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; email transmission; or, by delivery in person.

CFX:	Central Florida Expressway Authority Attn: Glenn M. Pressimone 4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5321 Fax No.: (407) 690-5011 Email address: <u>Glenn.Pressimone@CFXWay.com</u>
With a copy to:	Central Florida Expressway Authority

	Attn: General Counsel 4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5000 Email address: Angela.Wallace@cfxway.com
FSC:	Florida Southeast Connection, LLC
	Attn: Gas Infrastructure
	700 Universe Boulevard
	Juno Beach, Florida 33408
	Telephone No.: (561) 691-7077
	Email address: Kyle.Martin@nexteraenergy.com
With a copy to:	S. Mark Curwin
1.2	Assistant General Counsel
	NextEra Energy Resources, LLC
	601 Travis, Suite 1900
	Houston, Texas 77002
	Telephone No.: 713-951-5343
	Email address: Mark.Curwin@nexteraenergy.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.

(e) <u>Effective Date</u>. The effective date of this Agreement shall be the date upon which the last of the Parties hereto executes this Agreement ("Effective Date").

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

[SIGNATURE PAGE FOLLOWS]

FLORIDA SOUTHEAST CONNECTION, LLC

By: <u>Matthew Schafer</u> Print Name: <u>Matthew Schafer</u> Title: Vice President, Gas Pipelines Date: 4/22/2204

[ADDITIONAL SIGNATURE PAGE ON FOLLOWING PAGE]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	
Print Name:	
Title:	
Date:	

APPROVED AS TO FORM AND LEGALITY FOR USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

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Marchena and Graham, P.A.

By: _____ Marcos Marchena

Date: _____, 2024.

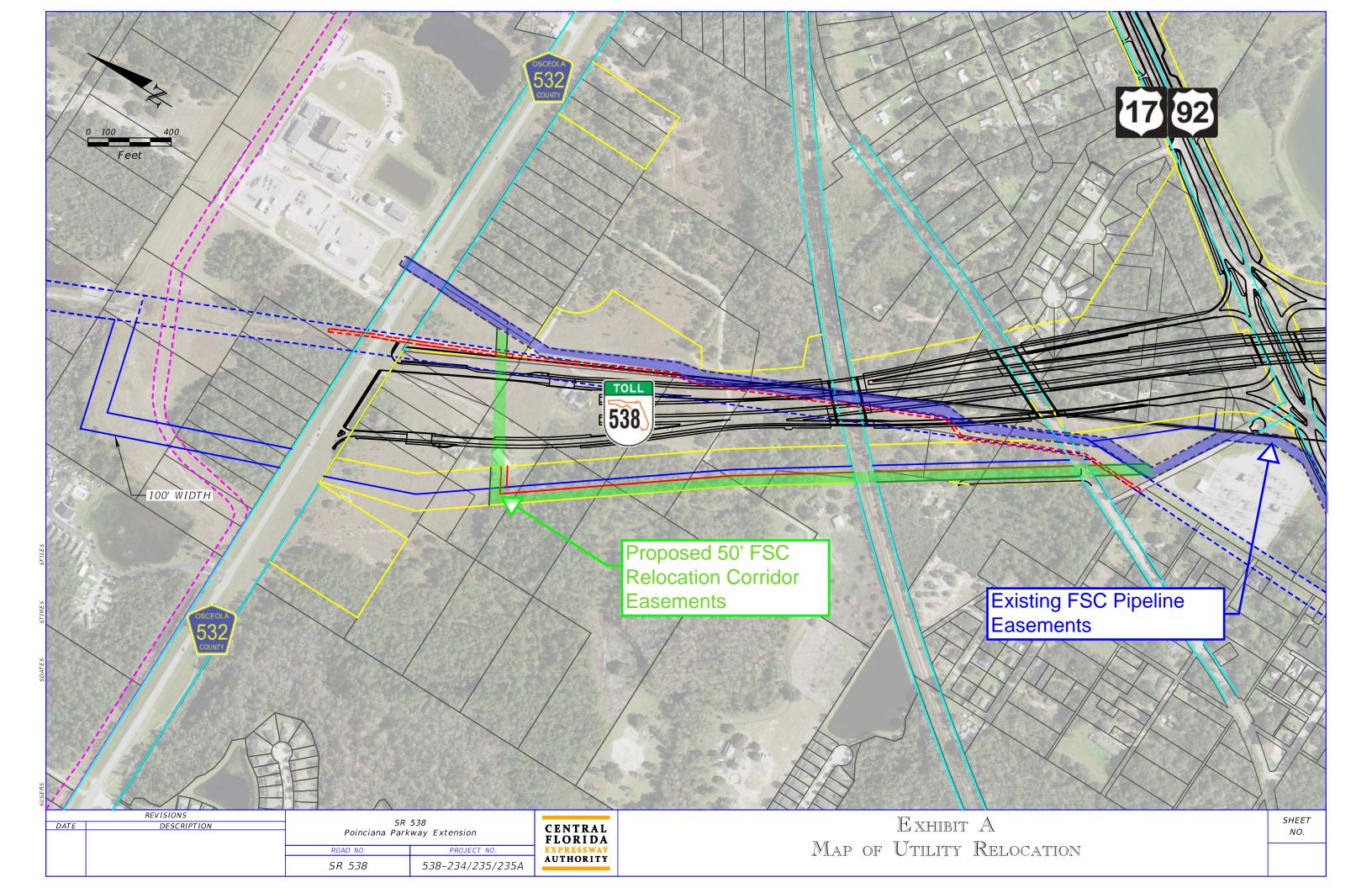
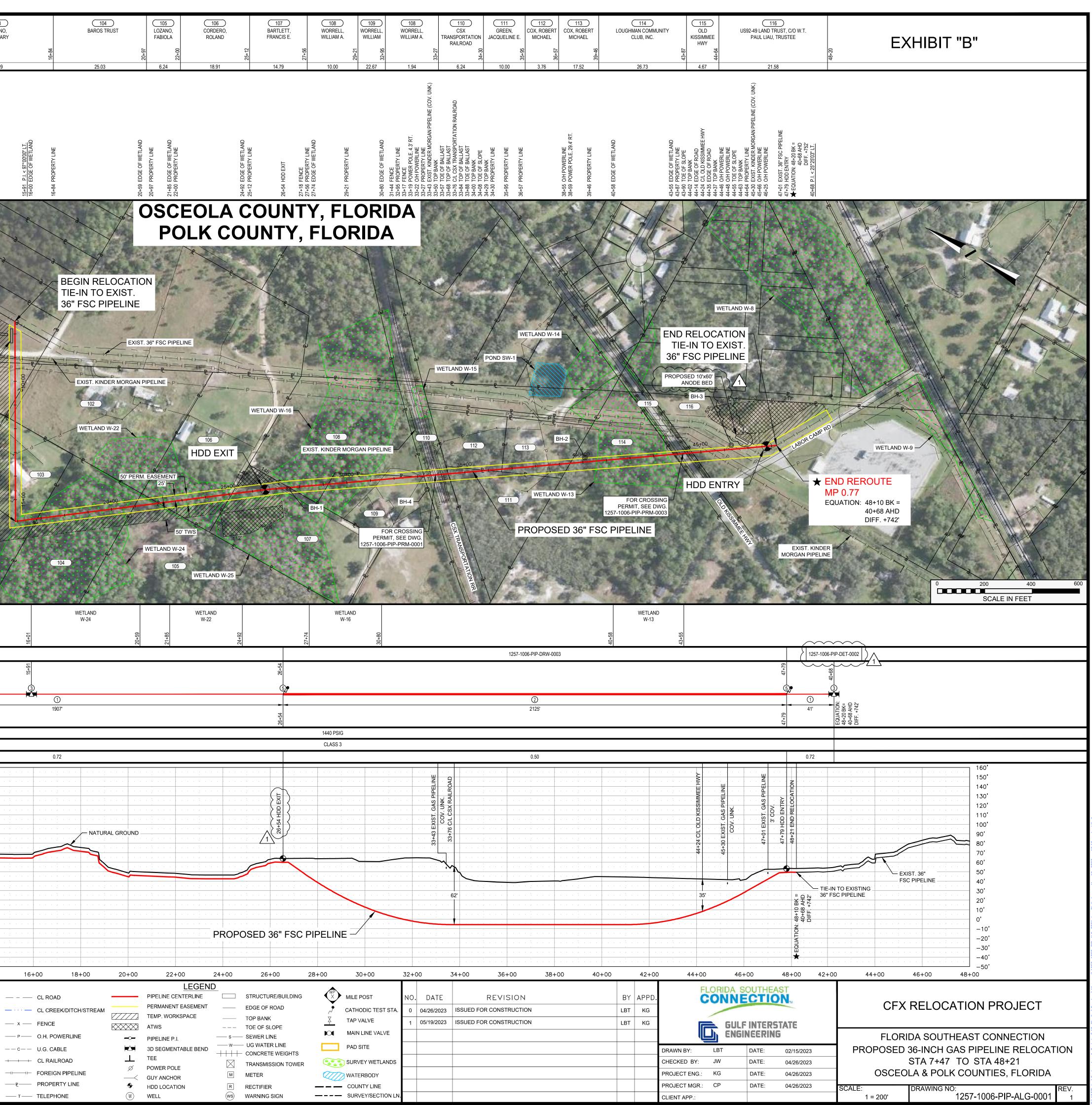


Exhibit A

CFX Tract number	Deed Book/Page	Current Parcel Owner		
53-208A	9761/739	US 92 49 Land Trust - Liau, W. T.		
53-209	9924/1684	Betts, Hercules Sr.		
53-216	9473/700	Worrell, William A & Bruno, Richard A		
53-217	9765/1	Cordero, Roland		
53-153	4702/1499	Pousa, George		
53-160A	4964/1614	OPLR LLC - (INB Homes)		
53-160B	4964/1602	OPLR LLC - (INB Homes)		
53-162	4940/466	Madori Partners Ltd.		

LIHSHAN O RODDAGE			7 +48 8	100 MADORI PARTNERS LTD 10.61	GMC BROADWAY REALTY TRUST	GMC BROADWAY REALTY TRUST	LOZA ELIO O
STATIONING				7+47 P.I. < 60°26'31" RT. 7+48 PROPERTY LINE	8+98 EXIST. KINDER MORGAN PIPELINE (COV. UNK.) 9+05 FENCE; O/H POWERLINE 9+23 PROPERTY LINE 9+45 O/H POWERLINE	10+77 PROPERTY LINE 11+71 PROPERTY LINE	13+07 O/H POWERLINE 13+11 POWER POLE, 8.5' RT.
PLAN 1 = 200'	FSC RER 2. GEOTEC	FRENCE AND MITIGATION IS NOT REQUIRED TO THE PARK ENGINEERING REPORT 22135	2023. EPORT		CENTERL	R TO USE A 9 FITTING, ROFINE IN TRENC ADJUSTMEN AND HDD EX	
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2 3 4 5	PIPE, 36" OD X	0.750' WT, DSAW, API-5L GR. X-70, PSL-2, FBE OD, HIGH STRENGTH BUTT-WELD FITTING, S - TYPE 2		3			2125 LF 3 EA 1 EA 2 EA
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3/doc/Engineering & Technical/10_Pipeline/Drawings/Alignment/1257-1006-PiP-ALG-0001.dwg Plotted on: May 19, 2023 - 12:19pm by

EXHIBIT "C" CENTRAL FLORIDA EXPRESSWAY AUTHORITY UTILITY WORK SCHEDULE

Project:	County Road Number:
	City Road:
State Road No:	Project No:
Utility Agency/Owner (UAO)	
A. Summary of	Utility Work And Execution
Estimated Time (calendar days) Prior To CFX Project Construction During CFX Project Construction Total	
(CFX), the Highway Contractor, and other right-of-way users, the facilities, on this CFX project. The following data is based on CFX CFX or its contractor from the plans, as provided, may render this this utility may require additional days for assessment and negotiat beyond the control of the UAO that could not reasonably be anticip	ncy/Owner (UAO) to transmit to the Central Florida Expressway Authority location, relocation, adjustment, installation, and/or protection of their a preliminary construction plans dated Any deviation by work schedule null and void. Upon notification by CFX of such change, ion of a revised work schedule. This UAO is not responsible for events bated by the UAO and which could not be avoided by the UAO with the grees to notify the CFX in writing prior to starting, stopping, resuming, or aining applicable permits required by the County.
UAO Project Representative:	Telephone Number:
UAO Field Representative:	Telephone Number:
document itself. Hand notations on affected portions of this document	
☑ No changes to forms document. ☐ Appendix "Changes to Forms Document" is attached. Note: N	Number of Attachment Pages.
Property"), for the limited purpose of constructing the proposed ut described in Attachment A hereto. The UAO understands and a subsequent permit or amendment, by execution hereof, UAO her Florida Statutes ("F.S."), the 2017 edition of the Florida Department	r upon real property that the UAO represents is owned by CFX ("CFX's illities in the area described in Section C hereof in the utility work area cknowledges that, without limiting anything contained herein or in any reby agrees to the terms and conditions of <i>Section 337.401, et. Seq.,</i> t of Transportation Utility Accommodation Manual, as modified from time sition and Permitting Procedures Manual, as modified from time to time o, and any Special Conditions set forth below.
Utility Agency/Owner:	Acceptance by CFX:
(Signature)	(Signature)
(Printed Name)	(Printed Name)
(Title)	(Title)
(Date)	(Date)

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY UTILITY WORK SCHEDULE

Project:	County Road Number:
	City Road:
State Road No:	Project No:
Utility Agency/Owner (UAO):	
	ons / Constraints

UTILITIES 04/18/2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY UTILITY WORK SCHEDULE

Project:			County Road Number:						
				City Road:					
State Road No:				Project No:					
Utility	Agency/Owner (UAO):								
С.			Disposition	of Facilities (List /	All Existing & Propo	sed) on Project:			
ACT No.	UTILITY FACILITIES BY STATUS/	From Station/	To Station/	Litility Work Activity Description Dependent Activity T(TCP Phase	Consecutive Calendar Days	
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33									1
34									

UTILITIES 04/18/2019

Page 3 of 10

Projec	t:				County Road Num	ber:			
					City Road:				
State F	Road No:				Project No:				
Utility	Agency/Owner (UAO):								
C.			Disposition	of Facilities (List /	All Existing & Propo	sed) on Project:			
ACT	UTILITY FACILITIES BY STATUS/	From Station/	To Station/		tivity Description	Dependent Activity	ТСР	Consec Calenda	utive ar Davs
No.	TYPE/SIZE/MATERIAL	Offset	Offset			Dopondontrioting	Phase	Prior	During
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UTILITIES 04/18/2019

Page 4 of 10

Projec	t:				County Road Num	ber:			
					City Road:				
State F	Road No:				Project No:				
Utility	Agency/Owner (UAO):								
C .			Disposition	of Facilities (List A	All Existing & Propos	sed) on Project:			
ACT No.	UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL	From Station/ Offset	To Station/ Offset	Utility Work Ac	tivity Description	Dependent Activity	TCP Phase	Consec Calenda Prior	utive ar Days During
71									
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TERMS AND CONDITIONS

By signing above, the UAO requests permission from CFX to enter upon CFX's Property's for the limited purpose of constructing the proposed utilities in the area described in Section C of this Utility Work Schedule in the utility work area described in **Attachment A** hereto ("Utility Work Area"). The UAO understands and acknowledges that, without limiting anything contained herein or in any other permit or amendment, by execution hereof, UAO hereby agrees to the terms and conditions of *Section 337.401, et. Seq.,* F.S., the 2017 edition of the Florida Department of Transportation UAM, the CFX Permit Policy, and these Terms and Conditions as follows:

- 1. The UAO represents and warrants that the information contained in this Utility Work Schedule is true, correct, and complete.
- 2. <u>Photographs</u>. Unless otherwise waived in writing by CFX, upon initial entry onto CFX's Property and prior to commencing any activity or work on CFX's Property, the UAO shall provide CFX with a minimum of six (6) photographs documenting the Utility Work Area.
- 3. It is expressly stipulated that this Utility Work Schedule is granting a license for permissive use only and that the placing of utilities, wires, cables, pipes, or other structures or alterations upon CFX's Property pursuant to this license shall not operate to create or vest any property right in the UAO ("License"). The granting of this License does not modify an existing executed subordination agreement with CFX.
- 4. <u>General Utility Work Conditions</u>. The UAO further agrees to the following conditions:
- a. The UAO shall or shall cause its agent to apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, regulations, and CFX criteria, policies, and procedures while working on CFX's Property, including, without limitation, the UAM and Permit Policy.
- b. Under no circumstances may the UAO block any CFX roadway or operation or impede or restrict the normal current or future operation of CFX or its Expressway System, as defined in Section 348.752, F.S. without the prior written consent and approval from CFX.
- c. Above-ground improvements are not allowed in CFX's limited-access property except as expressly approved by CFX in writing and in advance of any such work.
- d. All work, materials, and equipment located on CFX's Property shall be subject to inspection and approval by CFX at any time. Without limiting the foregoing, CFX may require the UAO to provide additional construction, engineering, and inspection oversight services by a third-party engineer acceptable to CFX to ensure that the utility work is performed in compliance with UAM, CFX Permit Policy, this Utility Work Schedule, any applicable laws, CFX standards and these Terms and Conditions.
- e. The UAO shall take any and all action reasonably necessary to ensure that the utility work does not interfere with the property and rights of a prior UAO or permittee or an existing structure, facility, utility, improvement, or use.
- f. In the event UAO encounters any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, the UAO shall immediately cease the utility work and notify CFX. Abnormal conditions may include discolored earth or groundwater, visible fumes or smoke, abnormal odors, excessively hot soil or water, tanks or barrels, or other conditions which appear abnormal. CFX shall notify the UAO of any suspension or revocation of this License to allow for contamination assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.
- g. If CFX reasonably determines that the utility work or any utility placed on CFX's Property, in whole or in part, unreasonably interferes in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the Expressway System, the UAO shall, upon receipt of oral or written notice, immediately alleviate the interference at no cost to CFX in accordance with the requirements of *Section 337.403, F.S.* As a condition for the issuance of this License, the UAO understands and acknowledges that in the event of such interference, CFX may require, in CFX's sole discretion, and the UAO hereby agrees to perform, or cause to be performed, any of the following, at the sole cost and expense of the UAO: (i) the removal or relocation of all structures, wires, cables, pipes, utilities, or other improvements within, under or over CFX's Property; (ii) immediate cessation of the Utility Work; (iii) restoration of CFX's Property; or (iv) such other work that alleviates interference. Such corrective action or cessation of activity must be completed within the time frame stated in the notice from CFX, unless otherwise mutually agreed upon by CFX and the UAO. This provision shall not be limited by the General Conditions set forth herein. This paragraph shall survive the termination or expiration of the Utility Work Schedule.
- h. The UAO shall not install, operate or maintain any utility on or near a CFX structure, expressway or facility that: (a) creates a hazard to the public; (b) affects the integrity of the CFX structure, expressway, or facility; (c) unreasonably hinders inspection and maintenance operations of the CFX structure, expressway, or facility; (d) alters the aesthetics of CFX structures, expressways, or facilities placed in aesthetically sensitive environments; (e) damages any CFX structure's reinforcement or stressing ducts or strands; (f) attaches to CFX bridge girders; (g) resides inside a CFX box girder; (h) lowers the CFX structure's vertical clearance; (i) restricts the CFX structure's ability to expand and contract.
- 5. <u>General Conditions</u>
- a. The UAO shall comply with all state, federal and local rules and regulations, as applicable to the permitted facilities and work performed pursuant to the Utility Work Schedule, which includes: any and all federal, state, and local laws, bylaws, ordinances, rules regulations, orders, permits, or decrees including environmental

laws, rules, regulations, permits, the UAM and the CFX Permit Policy. When a CFX requirement is more stringent than those of other agencies, the UAO shall comply with the CFX requirement.

- b. The UAO shall be required to comply with the requirements set forth herein post construction, including, but not limited to those applicable to operation and maintenance. The post-construction obligations of the city or county, as applicable, shall commence upon completion of final inspection by CFX. CFX shall provide the city or county, as applicable, with written notice of such date. The city or county, as applicable, shall be entitled to observe CFX's final inspection and shall inform CFX of any apparent failure to comply with the terms of the permit by the UAO; provided, the final determination of compliance by the UAO shall be made by CFX. This paragraph shall survive the termination or expiration of the Utility Work Schedule.
- c. In the case of non-compliance with CFX's requirements in effect as of the date this Utility Work Schedule is approved, the Utility Work Schedule shall immediately terminate upon oral or written notice from CFX and the utility work will have to be brought into compliance or removed from CFX's property at no cost to CFX within the timeframe requested by CFX. This provision shall not limit the authority of CFX pursuant to Section 337.403, F.S., or any other law. In the event of failure to so comply within the specified time by CFX, CFX may restore CFX's Property and the UAO shall be responsible for all removal and restoration costs. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- d. Damage to CFX. Pursuant to Section 337.402, F.S., when any CFX's Property is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on CFX's Property, the UAO shall, at their own expense, restore CFX's Property to its original condition before such damage. If the UAO fails to make such restoration, CFX is authorized to do so and charge the cost thereof against the UAO under the provisions of Section 337.404, F.S. Pursuant to Section 337.401(2), F.S, the UAO is responsible for damage resulting from the execution of this Utility Work Schedule. CFX may initiate injunctive or other legal proceedings to enforce provisions of this subsection. This section shall not be applied to damage or impairment shown in the Utility Work Schedule. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- e. When the operation of any CFX Expressway System property is damaged or impaired or loses revenue in any way because of or related to this Utility Work Schedule or the installation, inspection, or repair of a utility located on CFX's Property, the UAO is responsible for all damage and lost revenue resulting therefrom. CFX may initiate injunctive or other legal proceedings to enforce the provisions of this subsection. However, said liability is limited to the requirements of *Section 768.28, F.S.* for any governmental agency. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- f. After the expiration of the term of this Utility Work Schedule, any entry onto CFX's Property may require a new application, unless such term is extended by CFX in writing.
- 6. Special Conditions for Underground Activity.
- a. <u>As-Built Documentation</u>. In the event permanent improvements are installed on CFX's Property, the UAO shall provide As-Built documentation of the completed installation of utility work within ninety (90) days of completion of utility work. As-Built documentation shall include plans signed and sealed by a professional engineer licensed in the State of Florida as well as GIS Inventory data outlined in section *612 GIS Inventory* of the CFX ITS Specifications.
- b. Locator Services. In connection with retention of any locator services, the UAO shall register with the applicable Florida One Call agency per *Chapter 556, F.S.* The UAO, at its expense, will be responsible for performing utility locates for its improvements within CFX's right-of-way on behalf of any party needing such locates, to protect the systems from accidental cuts and dig-ups. Prior to performing a utility locate, the UAO shall coordinate with CFX staff listed below, and arrange a mutually convenient time for the utility locate in the presence of CFX. The UAO understands and agrees that accidental cuts and dig-ups may occur causing damage to its improvements, and that the UAO is solely responsible for repairing such damage. No liability shall be imposed upon CFX for any damage to improvements in, on, under or over CFX's Property, unless directly caused by the sole negligence of CFX. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- 7. <u>Coordination</u>. The Utility Work shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact via email and cooperation with:

<u>Name/Title</u>	<u>Email</u>	Telephone No.
Jack Burch, CFX Resident Engineer-Construction Manager	Jack.Burch@CFXWay.com	407-690-5339
and		

at least 72 hours in advance to assist in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

8. <u>Restoration of Site; Final Site Inspection</u>. The UAO shall be responsible for any and all costs related to the utility work, including, but not limited to, installation, operation and removal and restoration of equipment on CFX's Property. At the UAO's sole cost and expense, the UAO shall remove from CFX's Property all materials generated during its activities within CFX's Property and the UAO shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, the UAO agrees to promptly repair any and all damage to CFX's Property caused by the Utility Work with specific attention to surface sod, concrete, and asphalt. Restoration of CFX's Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of the utility work, including restoration, the UAO shall contact CFX staff listed above, who shall inspect the CFX's Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain

said notice of satisfaction may result in pursuit by CFX against the UAO, its contractors or agents for damages and costs associated with proper restoration of CFX's Property. In the event of failure to restore CFX's Property within the specified time, CFX may restore CFX's Property and the UAO shall be responsible for all removal and restoration costs. This paragraph shall survive the termination of expiration of this Utility Work Schedule.

- Indemnification. Unless specifically prohibited or limited by statute, the UAO shall indemnify, defend and hold 9. CFX (which used herein includes CFX and its past, present and future employees, officers and Board members and any of their successors and assigns) harmless and shall cause its contractors and agents to indemnify, defend and hold CFX harmless from and against any and all lawsuits, actions, proceedings claims, demands, losses, costs, expenses, fines, fees (including attorneys' fees at the trial or appellate level), judgments, liabilities, damages, injuries (including death) which arise from or may be related to the utility work or this Utility Work Schedule, or the privileges granted thereby, including but not limited to construction, maintenance, use, or occupancy of CFX's Property or ingress and egress to or from CFX's Property, either directly or indirectly, and are caused in whole or in part by the acts, omissions or negligence of the UAO or its employees, contractors, or agents, excepting only those claims arising from the sole negligence of CFX, its officials, or employees. Legal counsel provided to CFX must be acceptable to CFX. This obligation to indemnify and defend CFX includes, but is not limited to, any cost or expense to CFX due to delay caused by the UAO to a CFX contractor. However, said indemnification as applied to the UAO as a governmental agency is limited to that allowed by law. This paragraph shall survive the termination or expiration of this Utility Work Schedule
- 10. <u>Sovereign Immunity</u>. Nothing contained in this Utility Work Schedule shall be construed as a waiver or attempt at a waiver by CFX or any UAO, if said UAO is a governmental agency, of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- 11. Insurance Requirements. Except as otherwise waived by CFX in writing, the UAO shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the activities of the UAO and those of any and all subcontractors (including officers, 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. Compliance with the insurance requirements below shall not relieve or limit the UAO's liabilities and obligations under this Utility Work Schedule. 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 obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance or 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 are in compliance with the requirements.
- a. The UAO shall require all insurance policies in any way related to the utility work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The UAO shall require sub-contractors, by appropriate written agreements, to include 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 UAO agrees to notify the insurer and obtain an endorsement for a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. All insurance coverage required of the UAO shall be primary over any insurance or self-insurance program carried by CFX.
- b. The UAO, at UAO's expense, shall provide evidence of all required coverages by providing CFX a certificate of insurance and any applicable endorsements, setting out the current limits of its Commercial General Liability, Business Automotive Liability, and Worker's Compensation Coverage insurances. Unless otherwise waived in writing by CFX, the UAO shall, at a minimum, provide the following coverages:
 - i. <u>Commercial General Liability</u>: 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. CFX shall be listed as an additional insured utilizing an endorsement Form. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the UAO, and its employees, contractors, agents and sub-contractors.
 - ii. <u>Business Automobile Liability</u>: 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 UAO does not own automobiles, the UAO 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. CFX shall be listed as an additional insured utilizing an endorsement Form. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the UAO, and its employees, contractors, agents and sub-contractors.
 - iii. <u>Workers' Compensation Coverage</u>: 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 minimum policy coverage by disease. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the UAO, and its employees, contractors, agents and sub-contractors.

iv. CHECK ALL APPLICABLE ADDITIONAL INSURANCE REQUIREMENTS

_____ Railroad Insurance, as set forth in the attached Addendum, if applicable, is required if the Work Area encompasses any part of a railroad track or facility.

Pollution Legal/Environmental Liability Insurance (CPL), as set forth in the attached Addendum, if applicable, is required for any activities involving or related to hazardous waste.

_____ Excess or Umbrella Coverage in the amount of \$______ is required if the cost of the Utility Work or the potential impact to CFX is greater than the CGL coverage.

- c. No later than thirty (30) days prior to the expiration of the Certificate of Insurance, the UAO shall provide CFX with a renewed Certificate of Insurance.
- d. If requested by CFX in writing, the UAO shall provide performance and payment bonds with penal sums in the full contract value of the utility work. CFX shall be named as an obligee, or the performance and payment bonds shall include a dual obligee rider, naming CFX as an obligee. The performance and payment bonds, along with all riders, modifications, and so forth, shall be in forms satisfactory to CFX.
- 12. <u>Assumption of Risk; Release</u>. The UAO, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Utility Work Schedule or on or around CFX's Property. The UAO, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which the UAO and its employees, contractors, or agents may suffer or incur in connection with the utility work or Utility Work Schedule. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- 13. <u>Reservation of Rights</u>. CFX expressly reserves all rights to pursue any claims it may have against the UAO, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the UAO, its employees, contractors, or agents within CFX's Property. In the event that the UAO fails to comply with the terms of this Utility Work Schedule, CFX has the right to immediately terminate the Utility Work Schedule upon oral or written notice. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- 14. <u>Governing Law</u>. All parties agree that this Utility Work Schedule and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Utility Work Schedule or any provision hereof shall be instituted and maintained only in the courts of Orange County, Florida. This paragraph shall survive the termination or expiration of the term of this Utility Work Schedule.
- 15. Notice. Except as otherwise provided herein, all written notices required to be delivered to the UAO or CFX shall be delivered via certified mail return receipt requested to the respective parties at the following addresses: (a) with respect to the UAO, to the address provided on page 1; and (b) with respect to CFX, to CENTRAL FLORIDA EXPRESSWAY AUTHORITY, 4974 ORL Tower Road, Orlando, FL 32807-1684, Attention: Chief of Infrastructure, with a copy to the same address, but to the Attention of CFX's General Counsel. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- 16. <u>Authorized Signatories</u>. The UAO represents and warrants that the person signing below is duly authorized to sign this Utility Work Schedule to which the UAO and its employees, contractors, and agents will be duly bound.
- 17. <u>Termination</u>. This Utility Work Schedule is terminable at will by the CFX. Unless terminated sooner, this Utility Work Schedule expires upon the earlier of: (a) the termination date; (b) completion of utility work, including restoration; (c) expiration of the required insurance, unless a renewal of the insurance certificate is provided prior to said expiration; or (d) written or oral notice by CFX. Upon such termination, CFX may require the UAO to remove any utilities at UAO's sole cost and expense.
- 18. <u>Assignment</u>. This Utility Work Schedule and the license granted herein may not be assigned without the written consent of CFX.
- 19. <u>Recording.</u> The Parties agree that neither this Utility Work Schedule nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.
- 20. <u>Counterparts and Digital Signatures</u>. This Utility Work Schedule may be executed in multiple counterparts, including by electronic or digital signatures in compliance with *Chapter 668, F.S.*, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.
- 21. <u>Eligibility.</u> The UAO warrants that it has fulfilled all of the terms and conditions in prior CFX permits, including the delivery of as-built construction plans. If the UAO has not fulfilled all of the requirements of a prior CFX permit, the UAO will not be eligible to apply for a new permit. Upon satisfaction of all of a prior or existing permit's terms and conditions, the UAO will become eligible to apply for a new permit.
- 22. <u>Expiration due to Inactivity</u>. In the event the UAO fails to respond to requests for additional information within sixty (60) days, the permit application shall automatically expire.
- 23. Cost of Unauthorized Lane Closures; Damage. The cost of a lane closure without CFX's prior written approval is \$1,000 per minute per lane. In the event of an unauthorized lane closure, CFX shall provide the UAO an invoice detailing the time, date, location and duration of the unauthorized lane closure and the fee for such closure. The UAO agrees to pay CFX the cost of any unauthorized lane closure within thirty (30) days of an invoice from CFX. When any CFX's Property is damaged or impaired in any way because of the activities arising from or related to this Utility Work Schedule, the UAO shall, at their own expense, restore CFX's Property to its original condition before such damage. If the UAO fails to make such restoration, CFX is

UTILITIES 04/18/2019

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authorized to do so and charge the cost thereof against the UAO. This paragraph shall survive the termination or expiration of this Utility Work Schedule.



MARCHENA AND GRAHAM, PA

976 LAKE BALDWIN LANE, SUITE 101 ORLANDO, FLORIDA 32814 TELEPHONE (407) 658-8566 TELECOPIER (407) 281-8564 WEBSITE: www.mgfirm.com MARCOS MARCHENA MMARCHENA@MGFIRM.COM

MEMORANDUM

- TO: CFX Right-of-Way Committee Members
- FROM: Marcos R. Marchena, Esq., Right-of-Way Counsel *MM* Marchena and Graham, P.A.
- DATE: May 15, 2024
- SUBJECT: Reimbursement for Utility Relocation Agreement between the Central Florida Expressway Authority and Central Florida Pipeline, LLC Project No.: 538-235 Poinciana Parkway Extension

BACKGROUND

In connection with the construction of the Poinciana Parkway Extension project ("SR 538 Extension Project"), the Central Florida Expressway Authority staff has identified the need to relocate certain utilities facilities located in parcels that will be needed for the proposed right of way of the SR 538 Extension Project. One of the utilities requiring relocation of facilities is Central Florida Pipeline, LLC ("CFPL"), a subsidiary of Kinder Morgan. A map depicting the existing and proposed pipeline corridor is attached hereto as Attachment "A".

The Central Florida Expressway Authority ("CFX") entered into a Reimbursement Agreement ("Engineering Study Agreement") with CFPL in July 2021 pursuant to which CFPL performed a preliminary study and engineering analysis to determine the work required to relocate CFPL's petroleum line to accommodate the SR 538 Extension Project ("Relocation Work"). Pursuant to the terms of the Engineering Study Agreement, CFPL also determined an estimated budget for the Relocation Work.

An agreement has been negotiated with CFPL to carry out the Relocation Work identified under the Engineering Study Agreement. The terms, pursuant to which CFPL will carry out the Relocation Work, are established in the proposed CFX-CFPL Reimbursement for Utility Relocation Agreement attached hereto as Attachment "B" ("Agreement").

Pursuant to the terms of the Agreement, CFX will be responsible for funding the costs of relocation of the utilities, which are currently estimated to be \$5,235,652.00 ('Estimated Relocation Costs'). The Estimated Relocation Costs shall not exceed 110% of \$5,235,652.00 without the prior written consent of CFX. The Estimated Relocation Costs include the cost to finalize the engineering, secure the permits and construct the relocated utilities. CFX will be responsible for securing the easement interests over the relocated utility corridor and granting an easement to CFPL prior to CFPL's construction of the relocated utilities in the proposed new pipeline utility corridor.

May 15, 2024 Page 2

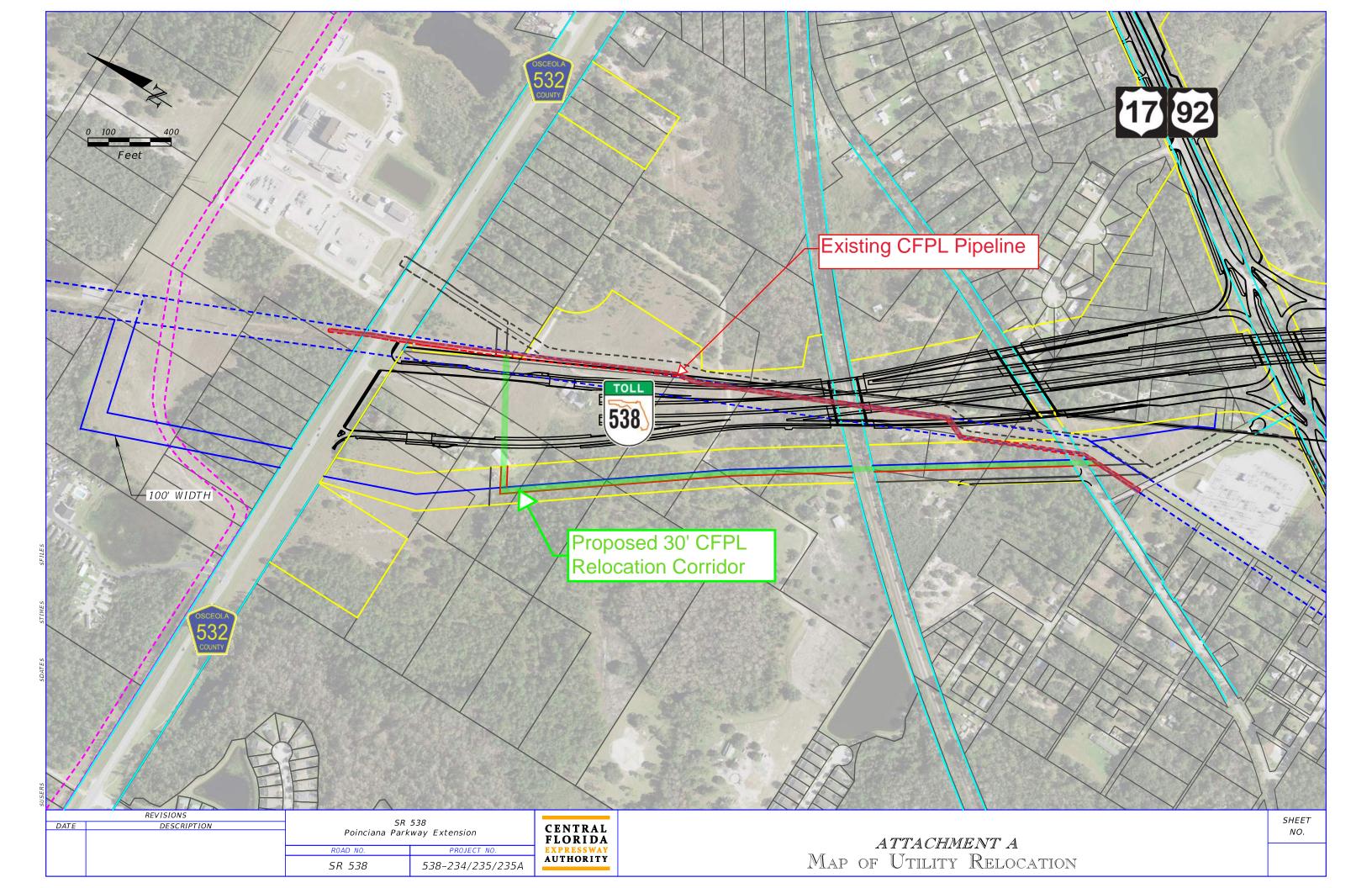
<u>REQUEST</u>

A recommendation by the Right-of-Way Committee for CFX Board approval of the Reimbursement for Utility Relocation Agreement between CFX and Central Florida Pipeline, LLC for the SR 538 Extension Project in the form attached, subject to minor or clerical modifications or revisions approved by counsel.

ATTACHMENTS

A. Map of Utility Relocation

B. CFX-CFPL Reimbursement for Utility Relocation Agreement (with Exhibits).



ATTACHMENT "B"

Prepared By and Return to:

Marcos Marchena, Esquire Marchena and Graham, P.A. 976 Lake Baldwin Lane, Suite 101 Orlando, Florida 32814

REIMBURSEMENT FOR UTILITY RELOCATION AGREEMENT

THIS REIMBURSEMENT FOR UTILITY RELOCATION AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) between the **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 4874 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and **CENTRAL FLORIDA PIPELINE**, LLC, a Delaware limited liability company, whose address is 1001 Louisiana Street, Suite 1000, Houston, Texas 77002 ("CFPL"). CFX and CFPL may be collectively referred to herein as the "Parties" and individually as "Party".

RECITALS

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

WHEREAS, CFX is undertaking an expansion project known as the "Poinciana Parkway Extension Project" in Osceola and Polk Counties that involves the extension of State Road ("SR") 538/Poinciana Parkway to create a divided four lane expressway from Ronald Reagan Parkway to County Road 532/Osceola Polk Line Road ("Project"); and

WHEREAS, CFPL is the holder of those certain easement interests, written or prescriptive, that encumber certain real property located within the alignment of the proposed Project as more particularly listed in <u>Exhibit "A"</u> attached hereto and incorporated by reference (such easement interests collectively referred to herein as the "Existing Easements"); and

WHEREAS, the Existing Easements encumber certain real property to be acquired by CFX for the construction, operation, and maintenance of the proposed Project; and

WHEREAS, the proposed construction and use of Project requires that all or portions of the Existing Easements and the underground petroleum pipeline and associated protective easement rights (collectively, the "Facilities") located therein be removed (or safely abandoned in place, but only to extent such abandonment does not interfere with the Project) and relocated to easements within that certain real property more particularly depicted on **Exhibit "B"** attached

hereto and incorporated herein by reference ("New Easements"); and

WHEREAS, CFPL and CFX previously entered into that certain Reimbursement Agreement dated August 12, 2021 for the purpose of coordinating the performance of certain design, engineering and estimating services required for the relocation of the Facilities and Existing Easements ("Engineering Agreement"); and

WHEREAS, CFX will acquire or, if necessary, condemn easement interests in the New Easements in favor of CFPL in accordance with the terms and conditions of this Agreement in order to replace CFPL's Existing Easements; and

WHEREAS, CFX agrees to reimburse CFPL for the direct out-of-pocket costs and expenses incurred by CFPL associated with the relocation, construction and installation of the Facilities in the New Easements, subject to certain reimbursements and/or credits to CFX for portions of the Existing Easements.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CFX and CFPL agree as follows:

CFX AGREEMENT TO REIMBURSE CFPL

1. <u>Recitals.</u> The recitals set forth at the beginning of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

2. <u>Reimbursement by CFX</u>. CFX agrees to reimburse CFPL for all direct out-ofpocket costs and expenses incurred by CFPL associated with the relocation of the Facilities in accordance with paragraph 7, below.

3. <u>Engineering, Design and Construction</u>. To the extent not otherwise addressed in the Engineering Agreement, CFPL shall perform the engineering, permitting and construction services in coordination with CFX concerning CFPL's relocation, construction and installation of the Facilities in the New Easements to accommodate the Project. The engineering, permitting and construction services required to be performed are defined as follows:

(a) Within thirty (30) days of the Effective Date, CFPL shall perform the remaining engineering consistent with the results of the engineering plans prepared by CFPL pursuant to Engineering Agreement and the finalized plans shall be referred to as the construction plans ("Construction Plans"). A copy of the Engineering Plans entitled Response to Request for Information is attached as **Exhibit "C."**

(b) Within sixty (60) days of the Effective Date, CFPL, working with CFX shall establish the final placement and location of the new Facilities within the New Easements.

(c) Within sixty (60) days of the Effective Date, CFPL shall develop a schedule Page 2 of 11 for finalization of design plans and any and all permits reasonably required for the relocation, construction and installation of the Facilities in the New Easements.

(d) Within sixty (60) days of the Effective Date, CFPL shall develop a schedule for (i) the procurement of all materials and equipment reasonably necessary for the relocation, construction, and installation of the Facilities in the New Easements; and (ii) the actual relocation, construction, and installation of the Facilities in the New Easements (collectively, the "Construction Schedule").

(e) Within ninety (90) days of the Effective Date, CFPL shall establish the final construction cost estimate that includes all procurement costs.

4. <u>Acquisition of Easements</u>. CFX shall take any and all action reasonably necessary to acquire, assign, or transfer, including, without limitation, by condemnation, the easement interests in the New Easements in favor of CFPL. CFX agrees to acquire an easement interest over the New Easements adjacent to the Project in a width of thirty feet (30') as more particularly depicted in <u>Exhibit "B"</u> attached hereto. CFX shall perform the initial land clearing reasonably required for the relocation, installation and construction of the Facilities in the New Easements all at CFX's expense. The form of the easement agreement to be recorded for the New Easements is attached hereto as **Exhibit "D"**.

5. <u>Permitting</u>. No later than sixty (60) days from the Effective Date hereof, CFPL shall apply for, and use commercially reasonable diligence to obtain, any and all Permits (hereinafter defined) reasonably required for the relocation, installation, construction and operation of the Facilities in the New Easements in accordance with the Construction Plans. "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.

6. <u>Relocation Activities</u>.

(a) <u>Relocation Work</u>. CFPL shall, within ninety (90) days of receiving the Permits but no earlier than when CFPL receives the New Easements from CFX commence the removal, relocation, construction, and installation activities more specifically set forth in <u>Exhibit</u> <u>"C"</u> attached hereto and incorporated herein by reference (collectively, the "Relocation Activities"). The Relocation Activities scoped under this Agreement will be performed in accordance with the Utility Work Schedules attached hereto as <u>Exhibit "E"</u> and incorporated herein by reference ("UWS") and shall be completed no later than one hundred twenty (120) days after CFPL receives the New Easements from CFX, 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"). CFPL shall be responsible for conducting the Relocation Activities in good order and repair in accordance with the Construction Plans, all applicable Permits, and the terms and conditions of this Agreement. CFPL shall remove the Facilities from the Existing Easements or safely abandoned portions of the Facilities in place, but only to extent such abandonment does not interfere with the Project. CFPL shall coordinate the Relocation Activities with the other two utility companies that will be relocating other utility facilities in easements adjacent or near to the Existing Easements and the New Easements. It is understood that CFPL shall not be responsible for delays in responses by the other two utilities involved in adjacent relocations. CFPL shall notify CFX in writing at least ten (10) business days prior to the commencement of relocation, installation and construction of the Facilities in the New Easements and shall coordinate with the CFX throughout the construction of the Facilities in order to reasonably avoid or minimize any potential impacts, delays, disruptions, impairment or impediment to the construction of the Project. The coordination shall occur through regularly scheduled Project teams meetings between CFPL and CFX.

(b) <u>Inspection and Monitoring of Relocation</u>. CFX, in its sole and absolute discretion, may procure the services of a construction, engineering and inspection engineering consultant ("**CEI**") to inspect, oversee, and monitor the excavation and construction of the Facilities in the Existing Easements and in the New Easements to ensure the compliance with the terms of this Agreement, the Permits, the Construction Schedule, UWS and the Construction Plans. CFPL shall provide periodic updates on the progress of the relocation, installation and construction of the Facilities in the New Easements to CFX and, if directed by CFX, to the CEI.

Completion of the Facilities. Within 180 days after CFPL has completed all (c) of the relocation, installation and construction of the Facilities as set forth in this Agreement, CFPL shall deliver written notice of same to CFX for its review and approval, along with evidence, reasonably acceptable to CFX, of the completion of the Facilities, including, but not limited to, (i) such certificates of completion or similar evidence of acceptance of the subject improvements as are available from applicable governmental authorities, and (ii) an affidavit from CFPL's project engineer (in form and substance reasonably satisfactory to CFX and the CEI) that the relocation, and installation of the Facilities has been completed in accordance with the Permits, this Agreement, and Construction Plans ("Completion Notice"). Within ten (10) business days after receipt of the Completion Notice from CFPL, CFX and the CEI shall have the right, but not the obligation, to review and inspect the Facilities to ensure the Facilities have been constructed in substantial accordance with the Construction Plans. In the event CFX elects to conduct an independent inspection of the Facilities, CFX shall notify CFPL within five (5) business days after such independent inspection of any material deviations from the approved Construction Plans that would be reasonably expected to materially and adversely affect CFX's intended use of the real property adjacent to the New Easements. CFPL and CFX shall proceed in good faith and in a diligent manner to reach agreement on the necessary commercially reasonable, correction/completion/cure of any such deficiencies that have been timely identified by CFX within such five (5) business day period.

(d) <u>Removal and/or Abandonment of Existing Facilities</u>. No later than ninety (90) days after completion of the Facilities, unless otherwise extended in writing by the mutual consent of the Parties ("Removal Deadline"), CFPL shall take any and all action reasonably necessary to abandon and remove the Facilities in the Existing Easements more specifically depicted in <u>Exhibit "C"</u> attached hereto and incorporated herein by reference (collectively, the "Removal Activities"). In no event shall any abandonment of the Facilities in the Existing Easements to the New Easements thereto impact, interrupt, delay, impede or disrupt the construction of the Project, except as may be approved by CFX in writing. CFPL shall coordinate in advance with CFX to complete the switch over of services from the Facilities in Existing Easements to the New Easements pursuant to paragraph 5. (a) above.

(e) Inspection and Monitoring of Pipeline ROW Before, During, and After <u>Construction</u>. Overall, It is understood and agreed by CFPL and CFX that CFPL will require and will be reimbursed by CFX for inspectors, monitors, and other necessary oversite personnel required by law, and to protect the safety of the work crews and the public, any time CFX contractors and subcontractors are working near the CFPL Facilities, or are positioned such as to affect the integrity of the Facilities and/or the safety of the public. This includes any time during before, during and after the relocation construction and installation of the Facilities in the New Easements.("CFPL Work"). The estimated cost for the inspections is included in the estimate addressed in paragraph 7, below.

(f) <u>Project Manager</u>. CFPL and CFX will each designate a project manager to perform the duties of such Party under this Agreement not otherwise expressed reserved to the governing body of such Party (individually referred to herein as the "Project Manager" or collectively as the "**Project Manager**"). The initial Project Manager for the CFPL shall be **Dan Jacobsen** ("**CFPL Project Manager**"). The initial Project Manager for CFX shall be **David Falk** ("**CFX Project Manager**"). Either Party may designate a replacement Project Manager by written notice in accordance with Section 11 hereof. Notwithstanding the foregoing, CFPL Project Manager and CFX Project Manager may elect to delegate certain roles, rights and responsibility of the CFPL Project Manager and CFX Project Manager to individuals within CFPL or CFX, respectively.

7. <u>Reimbursement for Relocation Facilities</u>. At this time, it is estimated that the total actual cost associated with the relocation of the CFPL Facilities will be FIVE MILLION TWO HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED FIFTY-TWO AND NO/100 DOLLARS **\$5,235,652**, as described in the Reimbursable Relocation Costs and Inspection of Pipeline During Project - Estimate Summary Sheet attached hereto as <u>Exhibit "F"</u>. Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to reimburse CFPL for the actual costs of the relocation and adjustment, not to exceed the amount of **\$5,235,652**. Any deviation by CFX or its contractor from the plans for the Project during construction may render this estimate null and void. CFPL is not responsible for events beyond its control that could not reasonably be anticipated, and which could not be avoided with the exercise of due diligence at

the time of occurrence. Should the total actual cost of the relocation and adjustment exceed ten percent (10%) more than the original estimate of **\$5,235,652**, CFPL shall submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs, and obtain the prior written agreement of CFX before performing work, in order for CFX to become responsible to reimburse CFPL for the additional amounts. In the event CFPL submits a request for approval to exceed original estimate and does not receive a response from CFX within ten (10) business days after receipt by CFX of the request, CFPL shall halt the work until the scope, schedule and funding is agreed upon by the parties. The cost incurred by CFPL related to this halt or any other delays in the execution of the CFPL work scope that is caused by CFX or any of its contractors or subcontractors, shall be borne by the CFX. Any other removal, relocation, or alteration of CFPL's facilities not included in the Scope of Work or otherwise agreed to via Change order signed by CFX and CFPL shall be performed at CFPL's sole cost and expense.

8. <u>Payment and Account Balance Reconciliation Procedures</u>. CFX will deposit the estimate sum of **\$5,235,652** within thirty (30) days following full execution of this Agreement. The following terms and conditions apply to all account balance reconciliation statements submitted pursuant to this Agreement.

(a) CFPL may at monthly intervals submit Account Balance Reconciliation statements for all reimbursable Relocation Costs incurred or accrued for the period covered by the time period of the statement. All account balance statements shall be submitted to <u>Billing@CFXway.com</u> in detail sufficient to identify the work performed during the invoice period.

(b) CFPL shall submit an account balance statement to CFX to account for all Reimbursable Relocation Costs related to the cost of relocating its facilities within one hundred eighty (180) days after completion of the relocation of the Facilities to the New Easements and removal of the Existing Facilities.

(c) Additionally, CFPL shall submit a final Account Balance Reconciliation Statement to CFX within ninety (90) days after completion of the CFX roadway construction that accounts for all Reimbursable Relocation Costs related to ROW inspection costs that were incurred to protect the pipelines & pipeline ROW from roadway construction activities by CFX, CFX Contractors and Subcontractors for the time period starting at the expiration of the Engineering Reimbursement Agreement in May 2022 through the demobilization of CFX General Contractor(s) consistent with the Estimate Summary Sheet.

(d) Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. All cost records and accounts shall be maintained in auditable condition for a period of five (5) years after final payment is received by CFPL and shall be subject to audit by a representative of the CFX at any reasonable time during this five-year period.

(e) Upon receipt of an account balance statement, CFX has twenty (20) days to approve the Account Balance Reconciliation Statement or to return the Account Balance Reconciliation Statement to CFPL for revisions or further documentation.

9. <u>Release of Existing Easements</u>. Within ninety (90) days of the earlier of the (i) removal of the Facilities from the Existing Easements or (ii) the Removal Deadline, CFPL shall execute and record a release of easements interests in the Existing Easements in a form mutually agreed upon between CFPL and CFX.

10. **Default**.

(a) <u>Default by CFX</u>. In the event of CFX breaches any of the covenants, obligations, promises, requirements, or conditions set forth in this Agreement, CFPL shall be entitled to pursue and enforce all remedies or rights specified in this Agreement or that may otherwise be available to them at law or in equity, including, without limitation, specific performance, resulting from said breach.

(b) <u>Default by CFPL</u>. In the event of CFPL breaches any of the covenants, obligations, promises, requirements, or conditions set forth in this Agreement, CFX shall be entitled, to pursue and enforce all remedies or rights specified in this Agreement or that may otherwise be available to them at law or in equity, including, resulting from said breach. The remedies provided for in this Section 9 are not mutually exclusive and shall not limit any rights or remedies which may otherwise be available to any Party at law or in equity.

(d) <u>Failure to Enforce</u>. The failure to enforce any of the terms of or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. All the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

11. Miscellaneous Provisions.

(a) This Agreement constitutes the complete and final agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto.

(b) This Agreement shall be governed by the laws of the State of Florida. The exclusive venue for any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Orange County, Florida. In any such action, the parties waive any right to jury trial.

(c) 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.

(d) 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; email transmission; or, by delivery in person.

CFX:	Central Florida Expressway Authority Attn: Glenn M. Pressimone 4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5321 Fax No.: (407) 690-5011 Email address: <u>Glenn.Pressimone@CFXWay.com</u>
With a copy to:	Central Florida Expressway Authority Attn: General Counsel 4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5000 Email address: <u>Angela.Wallace@cfxway.com</u>
CFPL:	Central Florida Pipeline, LLC Attn: Christa Robbins, Vice President 1001 Louisiana Street, Suite 1000 Houston, Texas 77002 Telephone No.: (713) 420-6925 Email address: <u>Christa_Robbins@kindermorgan.com</u>
With a copy to:	Christie Billings Esq. Assistant General Counsel and Coordinator of Indigenous People Affairs Kinder Morgan 1001 Louisiana Street, Suite 1000 Houston, Texas 77002 Telephone No.: 713-420-2929 Email address: <u>Christie_Billings@kindermorgan.com</u>

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.

(e) <u>Effective Date</u>. The effective date of this Agreement shall be the date upon which the last of the Parties hereto executes this Agreement ("Effective Date").

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

(g) <u>Force Majeure.</u> Whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, war, terrorist acts or activities, governmental laws, regulations, or restrictions, provided that notice of such event is provided to the other party within ten (10) days after the party becomes aware of such event.

[SIGNATURE PAGE FOLLOWS]

CENTRAL FLORIDA PIPELINE, LLC

lusp By: $\frac{1}{1000}$ Holland Print Name: James Holland Title: Vice President Date: $\frac{4}{29}$ $\frac{2829}{2829}$

[ADDITIONAL SIGNATURE PAGE ON FOLLOWING PAGE]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	
Print Name:	
Title:	
Date:	

APPROVED AS TO FORMAND LEGALITY FOR USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

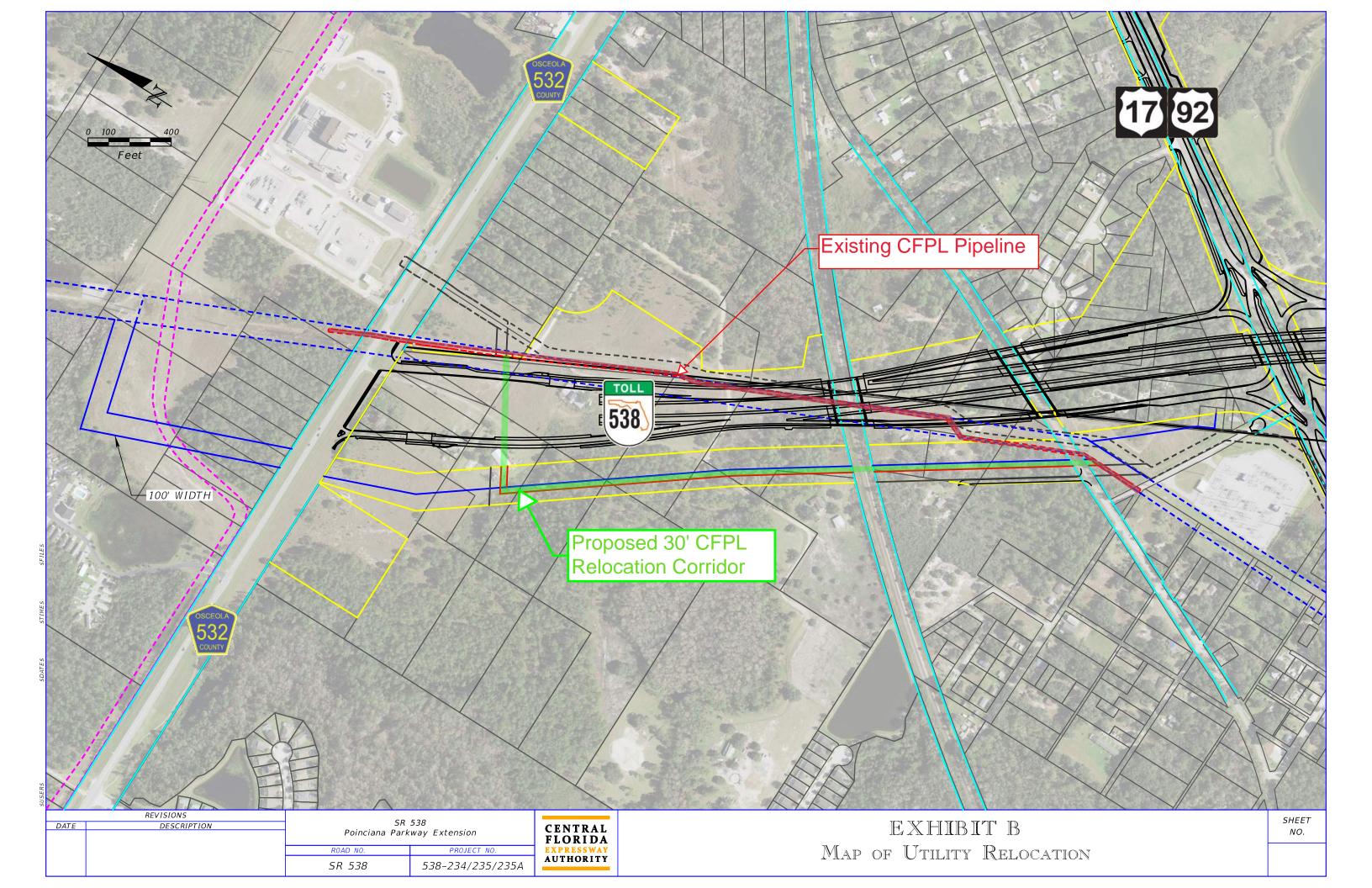
Marchena and Graham, P.A.

By: ______ Marcos Marchena

Date: _____, 2024.

EXHIBIT A

CFPL Tract Number	CFX Tract number	Effective Date	Deed Book/Page	Acres	Current Parcel Owner
PO - 266	53-208	4/11/1994	3385/1833	0.107	US 92 49 Land Trust - Liau, W. T.
PO - 267	53-209	8/3/1994	3433/1541	0.127	Betts, Hercules Sr.
PO - 268	53-213	4/15/1994	3385/1836	0.208	Polk County 034010, Contact - R. Wade Allen
PO - 270	53-216	9/26/1994	3448/0104	0.155	Worrell, William A & Bruno, Richard A
PO - 271	53-217	7/21/1994	3420/0332	0.106	Cordero, Roland
OS - 001	53-160B	10/24/1994	1232/0135	0.275	OPLR LLC - (INB Homes)
OS - 002	53-162	3/22/1995	1251/2019	0.193	Madori Partners Ltd.



16"	CFPL	F

LAYDOWN YARDS

	SHEET INDEX		
PAGE NO.	DESCRIPTION	REV	DATE
1	COVER SHEET & VICINITY MAP	В	1/17/2024
2	NOTES	В	1/17/2024
3	KEY MAP	В	1/17/2024
4	EROSION CONTROL PLAN	В	1/17/2024
5	EROSION CONTROL PLAN	В	1/17/2024
6	EROSION CONTROL PLAN	В	1/17/2024
7	EROSION CONTROL PLAN	В	1/17/2024
8	PLAN & PROFILES	В	1/17/2024
9	PLAN & PROFILES	В	1/17/2024
10	PLAN & PROFILES	В	1/17/2024
11	PLAN & PROFILES	В	1/17/2024
12	CSX RAILROAD HDD - PLAN & PROFILE	В	1/17/2024
13	CSX RAILROAD HDD - PULLBACK	В	1/17/2024
14	HWY 17 CASING EXTENSION	В	1/17/2024
15	CSX RAILROAD HDD PIPE STRESS ANAYSIS	В	1/17/2024
16	DETAILS	В	1/17/2024
17	DETAILS	В	1/17/2024
18	DETAILS	В	1/17/2024
19	DETAILS	В	1/17/2024
20	DETAILS	В	1/17/2024
21	BORE LOGS	В	1/17/2024

GENERAL CONSTRUCTION NOTES:

- 1. ALL INFORMATION CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND PIPELINES, CONDUITS, AND STRUCTURES BY CONTACTING OWNERS OF UNDERGROUND UTILITIES OR BY EXCAVATING IN ADVANCE OF CONSTRUCTION. CONTRACTOR SHALL CALL 811 A MINIMUM OF 3 FULL WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL PROVIDE TO A KINDER MORGAN / CFPL REPRESENTATIVE A COPY OF CLEARANCES PRIOR TO PROCEEDING WITH CONSTRUCTION.
- 2. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES. ANY DAMAGE TO EXISTING FACILITIES, INCLUDING PUBLIC OR PRIVATE UTILITIES, INCURRED AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- 3. CONSTRUCTION WORKSPACE LIMITS TO BE SPECIFIED AS NOTED ON RESPECTIVE ALIGNMENT SHEET.
- 4. BASEMAP COORDINATE SYSTEM: FLORIDA STATE PLANES, EAST ZONE, NAD83 DATUM, US FOOT, VERTICAL DATUM NAVD88. TOPOGRAPHIC AND BOUNDARY SURVEY PROVIDED BY BRINDLEY PIETERS & ASSOCIATES, INC., RECEIVED BY KLEINFELDER 12/07/2021.
- 5. WETLAND DELINEATION CONDUCTED BY DEWBERRY IN AUGUST 2020.
- 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL KINDER MORGAN, CFPL, CFRC, AND FDOT STANDARDS AND SPECIFICATIONS.

В	90% DESIGN PLANS	20223710.001A	01/17/2024
Α	30% DESIGN PLANS	20223710.001A	05/09/2022
NO	Revision Description	Project ID	Date



POINCIANA RELOCATION

OSCEOLA COUNTY, FLORIDA HDD ENTRY: 28° 15' 05.35" N, 81° 33' 13.63" W HDD EXIT: 28° 15' 19.28" N, 81° 33' 24.57" W





:Reference Drawings



KM CFPL POINCIANA PARKWAY **RELOCATION PROJECT** PROJECT AFE#: 163876

EXHIB

GENERAL /

APPROX. ASME

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CID

EG

FΧ

PVT

SMLS

STA. TYP. WPB W.T.

ROW. R.O.

EL., ELV.

12

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	EXISTING MINOR CONTOURS	— — 378 — —
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	PROPOSED PIPELINE	—— F —— F ——
	APPROXIMATE LAY DOWN	
ABBREVIATIONS:	ALIGNMENT/PROFILE	
APPROXIMATE	PROPOSED SILT FENCE	— SF — SF —
AMERICAN SOCIETY OF MECHANICAL	PROPOSED LIMIT OF DISTURBANCE	
ENGINEERS	PROPOSED TRACKING	
AMERICAN SOCIETY FOR TESTING AND MATERIALS	PREVENTION DEVICE	
CONTINUOUS INTERNAL DIAMETER	PROPOSED PIPE INLET PROTECTION	
CENTERLINE		\wedge
EXISTING GROUND/GRADE	GEOTECHNICAL BORING LOCATION	()
ELEVATION	TEST HOLE LOCATION	
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FINISHED GROUND/FINAL GRADE	PROPOSED BORE/TIE-IN PIT	
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WELDED PIPE GRADE		
WALL THICKNESS		
PLUS/MINUS		
	PROJECTION: UTM WITH NAD83 DA	IUM, EAST ZONE, US FOOT
		:Facility Name
	Status: 90% CONSTR	RUCTION PLANS
COVER & VICINITY MAP	State: FLORIDA	
	Parish: OSCEOLA COUNTY	PIN No: Scale:
16" CFPL POINCIANA	Category: ALIGNMENT	
RELOCATION	File Name: Drawing No:	Rev

DAVENPORT, FL 33896

SHEET NUMBER: 1

<u>INSTRUCTION NOTES</u> EXISTING OVERHEAD AND BELOWGROUND FACILITIES MAY BE IN THE WORK AREA VICINITY, CONTRACTOR IS RESPONSIBLE FOR HAVING	SUCH SOIL EROS
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WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR PRIVATE DRAINS OR SEWERS. RESTORATION OF THESE FACILITIES IS TO BE PERFORMED ONCE CONSTRUCTION IS COMPLETE AND ARE CONSIDERED INCIDENTAL COSTS OF THE PROJECT.	3. INSTALL THE PRO
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BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY CFPL OR COMPANY REPRESENTATIVE. FINAL PAYMENT SHALL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN ACCEPTED AND APPROVED AND	9. CARE SH PREVEN IN
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CONTRACTOR IS REQUIRED TO MAINTAIN A SET OF ISSUED FOR CONSTRUCTION DRAWINGS AND ALL APPLICABLE PERMITS AT THE JOB S ANY MODIFICATIONS OR ALTERATIONS TO THE PLANS OR SPECIFICATIONS SHALL BE APPROVED BY THE KINDER MORGAN / CFPL PROJEC MANAGER.	

SUGGESTED CONSTRUCTION SEQUENCE:

AND ALL SAFETY PRECAUTIONS.

GENERAL NOTES:

1. ENVIRONMENTAL RESOURCE PERMIT AND ANY OTHER ASSOCIATED PERMIT COVERAGE DOCUMENTATION MUST BE OBTAINED BEFORE ANY LAND DISTURBANCE ACTIVITIES OCCUR. A COPY OF THE PERMITS, STORMWATER POLLUTION PREVENTION PLAN, ASSOCIATED DOCUMENTS, AND A HARD COPY OF THE PLANS MUST BE KEPT ON SITE. PREFERABLY IN A PERMITS BOX, AND ACCESSIBLE DURING INSPECTION.

14. ALL PIPELINES BEING CROSSED ARE TO BE PROTECTED WITH A MINIMUM OF (3) 4 FEET X 18 FEET WOODEN MATS.

16. CONTRACTOR TO FOLLOW ALL GUIDELINES AS OUTLINED IN CFPL'S L-ENG 1100 BACKFILLING STANDARD

2. DRILL AND RECEIVING PITS FOR ALL BORES AND TRENCHES SHALL COMPLY WITH OSHA STANDARDS AND

4. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL EXISTING SURROUNDING AREAS & UTILITIES.

5. TRAFFIC CONTROL DESIGN AND COORDINATION IS THE RESPONSIBILITY OF THE CONTRACTOR. ALL TRAFFIC CONTROL DEVICES USED MUST COMPLY WITH FDOT UAM STANDARDS AND SPECIFICATIONS, AS WELL AS THE CURRENT MANUAL

6. TREES WITHIN THE TEMPORARY LIMITS OF DISTURBANCE WILL BE CLEARED BY CFX PRIOR TO ANY WORK BY UTILITIES.

7. TO MONITOR SETTLEMENT IN THE RAILROAD TRACKS MARK SIDE OF RAIL WITH A DURABLE MARKER/STICKER TO ESTABLISH SURVEY LOCATIONS. THESE SURVEY LOCATIONS WILL BE PLACED AT TOP OF RAIL ELEVATION AT THREE LOCATIONS AT THE EAST AND WEST RAILS: AT CENTERLINE AND AT 10 FEET NORTH AND SOUTH OF CENTERLINE OF THE PIPELINE CROSSING. TOP OF RAIL ELEVATIONS ARE TO BE MEASURED AT THE START OF WORK, ± 1 HR., AT 12PM

AND AT THE END OF WORK DAY ARE REPORTED TO ENGINEER OF RECORD AND OWNER'S REPRESENTATIVE.

3. CONTRACTOR MUST VERIFY THE DEPTH OF EXISTING UTILITIES BEFORE EXCAVATION OF PITS

OF SEPARATION SHALL BE MAINTAINED BETWEEN ALL CROSSING STRUCTURES.

1. BUOYANCY CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR.

ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

CONTRACTOR TO RESTORE ALL TO ORIGINAL OR BETTER CONDITION.

15. PER PERTINENT KINDER MORGAN / CFPL DESIGN AND CONSTRUCTION STANDARDS, FOR OPEN DITCH EXCAVATION, A MINIMUM OF TWO FEET

2. CONTRACTOR TO NOTIFY ALL APPLICABLE AGENCIES PRIOR TO LAND DISTURBING ACTIVITIES.

3. STAKE/FLAG DISTURBED RIGHT-OF-WAY EXTENTS.

4. INSTALL BMPS AS SHOWN ON THE APPROVED EROSION CONTROL PLAN. CLEAR ONLY AS NECESSARY TO INSTALL THESE DEVICES:

- 4.1. INSTALL BMPS FOR ACCESS TO SITE INCLUDING ALL SOIL TRACKING PREVENTION DEVICES
- 4.2. INSTALL PERIMETER BARRIERS, CLEARING ONLY AS NEEDED.

4.3. INSTALL TREE PROTECTION & PRESERVATION BARRIER.

5. STABILIZE SITE AREAS AFTER CONSTRUCTION IS COMPLETED. SEED AND MULCH. PERMANENT STABILIZATION INCLUDES REPLACEMENT OF TOPSOIL AND PERMANENT SEEDING. NO MULCH WILL BE USED IN WETLAND RESTORATION.

6. RESTORE ANY DISTURBED SITE FEATURES TO PRE-CONSTRUCTION CONDITIONS OR BETTER.

7. WHEN CONSTRUCTION IS COMPLETE, ALL AREAS HAVE ACHIEVED OVER 80% PERMANENT VEGETATIVE COVER, AND ALL PROJECT PERMITS HAVE BEEN CLOSED; REMOVE ALL REMAINING TEMPORARY SEDIMENT CONTROLS. SEED OR STABILIZE ANY RESULTING BARE AREAS.

В	90% DESIGN PLANS	20223	3710.001A	01/17/2024
Α	30% DESIGN PLANS	20223	3710.001A	05/09/2022
	Revision Description	Pro	ject ID	Date



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SION AND SEDIMENT CONTROL NOTES

ON AND SEDIMENT CONTROL MEASURES SHALL ADHERE TO FDOT AND THE STATE OF FLORIDA EROSION AND ENT CONTROL MANUAL REQUIREMENTS, PROJECT SPECIFIC STORMWATER POLLUTION PREVENTION PLAN 4-7) AND KINDER MORGAN (KM) L-ENG1260.

ONTROLS SHALL BE CONSISTENT WITH PERFORMANCE STANDARDS FOR EROSION AND SEDIN ORM WATER TREATMENT SET FORTH IN S.62-40.432, F.A.C., THE APPLICABLE STORMWATER (NMENTAL RESOURCE PERMITTING REQUIREMENTS OF THE DEPARTMENT OR WATER MANAG UIDELINES CONTAINED IN THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNE _, FDOR, FDEP (2007) AND ANY SUBSEQUENT AMENDMENTS.

LER IS TO CONSTRUCT ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES AT THE COMM OJECT, PROVIDE MAINTENANCE AND ASSURE EFFECTIVENESS THROUGHOUT THE DURATION G CLEARING AND, GRUBBING, AND SITE GRADING AREAS THAT ARE DISTURBED FOR MORE THA BILIZED WITH VEGETATION AND/OR MULCH.

R QUANTITY AND QUALITY DEVELOPED DURING DEWATERING SHALL BE THE RESPONSIBILITY (ACTOR.

RBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASE IZED WITH PERMANENT VEGETATION OR OTHER PERMANENT STABILIZATION METHODS NO LA FTER THE LAST CONSTRUCTION ACTIVITIES.

ONAL EROSION CONTROL MEASURES, AND/OR MODIFICATIONS TO PROPOSED MEASURES MA DING ON ACTUAL SITE CONDITIONS IN ACCORDANCE WITH THE FLORIDA STORMWATER AND S OL INSPECTOR'S MANUAL OR AS DETERMINED BY INSPECTIONS.

ACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF EXISTING PERIMETER EROSION AND SEI SHALL BE TAKEN TO MINIMIZE DOWNSTREAM SILTATION. RAW BANKS MAY BE SEEDED AND MU

NT EROSION. PRIATE EROSION AND SEDIMENT CONTROL DEVICES SHALL BE PLACED WHERE NECESSARY 1

ENT FROM LEAVING THE WORK AREA. PROTECTION IS REQUIRED AT ALL SEWER INLETS, GRATES, AND MANHOLES FOR SEDIMENT C

TIONS MUST OCCUR AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM CHES OR GREATER.

STOCKPILES SHALL BE LOCATED WITHIN THE LIMIT OF DISTURBANCE AND AVOID EROSION PILE ONTO OFFSITE AREAS. STOCKPILE AREAS ARE TO BE LOCATED AT LEAST 100 FEET FROM S AND DRAINAGE AREAS.

SITE IS STABILIZED, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND PROVIDE NG WHERE TEMPORARY MEASURES HAVE BEEN REMOVED AND GROUND COVER IS NOT ADEQ

									EXISTING WETLAND	$\begin{array}{cccc} \psi & \psi & \psi & \psi \\ \psi & \psi & \psi & \psi \\ \psi & \psi &$
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EMENT OF									EXISTING PROPERTY LINE EXISTING CFRC RIGHT OF WAY	R/W R/W
THE PROJECT. DAYS SHALL									EXISTING PIPELINE	— F — F —
ΗE									EXISTING FIBER OPTIC LINE	FO FO
HALL BE R THAN 60									EXISTING TREELINE	
									EDGE OF CANAL PROPOSED PIPELINE	€
IMENTATION	_								APPROXIMATE LAY DOWN	· · ·
HED TO									ALIGNMENT/PROFILE PROPOSED SILT FENCE	
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RMANENT E.									GEOTECHNICAL BORING LOCATION	igodot
									TEST HOLE LOCATION	
									PROPOSED BORE/TIE-IN PIT	
									PROPOSED SEDIMENT BAG	NOTES
					BILL OF MATER]	1. ALL UTILITY LOCATIONS ARE UNKNOWN UTILITIES MAY EXI VERIFY.	CONSIDERED APPROXIMATE AND IST. CONTRACTOR TO FIELD
EM # QUA	UNIT		DESC	CRIPTION	JILE OF IVIATER	PURCHASE ORDER	HEAT NUMBER	NOTES	2. 16" PIPE SHALL BE INSTALLED HORIZONTAL DIRECTIONAL D SHALL BE ABANDONED.) VIA OPEN TRENCH AND RILL (TYP. ALL). EXISTING 16" PIPE
1 1,980	LF		FBE COA	D., 0.312" WT, ATED, API 5L			OPEN CUT.	INCLUDES 10% CONTINGENCY	ENVIRONMEN	ITAL NOTES
2 1,890				D., 0.500" WT, API 5L, 40 MILS				CLUDES 10% CONTINGENCY		
3 55	LF	STEEL PIPE, 24	.0" O.D., 0).250" WT, X-5	52, HFW, API 5L			NCLUDES 10% CONTINGENCY OR RR CROSSING & EXTENSION)		
4 10	EA			D., 0.312" WT R SEGMENTAB			INCLU	JDES 10% CONTINGENCY	OWNEF	RSHIP
5 2	EA	CASING RUBB		AL FOR 24" CA RIER PIPE	ASING AND 16"					
6 2	EA	CASING VEN		PE, 3.5" O.D, S	SCHEDULE 80					
			ITEM #	QUA UN 13,250 L	NIT F	EROSION CONT DESCRIPT SILT FEN	TION CE			
			ITEM # 1 2 3	QUA UN	NIT F	DESCRIPT	TION CE			
			ITEM # 1 2 3 4	QUA UN 13,250 L	NIT F	DESCRIPT SILT FEN	TION CE			
			ITEM # 1 2 3 4 5	QUA UN 13,250 Ll 3 E.	IT F A S A S ANTITIES ARE FC	DESCRIPT SILT FEN SOIL TRACKING PREV	CE ENTION DEVICE			
			ITEM # 1 2 3 4 5	QUA UN 13,250 Ll 3 E.	IT F A S A S ANTITIES ARE FC	DESCRIPT SILT FEN SOIL TRACKING PREV	CE ENTION DEVICE			
			ITEM # 1 2 3 4 5 NOTE	QUA UN 13,250 L 3 E	ANTITIES ARE FC	DESCRIPT SILT FEN SOIL TRACKING PREV OR REFERENCE ONLY NAL QUANTITY TAKE ONLY TEST HOLE DA	TION CE ENTION DEVICE 7. CONTRACTOR SHALL OFF. TA			
			ITEM # 1 2 3 4 5	QUA UN 13,250 L 3 E	A S	DESCRIPT SILT FEN SOIL TRACKING PREV OR REFERENCE ONLY NAL QUANTITY TAKE ONLY TEST HOLE DA	TION CE ENTION DEVICE 7. CONTRACTOR SHALL OFF. TA	ON		
			ITEM # 1 2 3 4 5 NOTE TEST HO TH #	QUA UN 13,250 L 3 E. 	ANTITIES ARE FO DETERMINE FIN PTH OF COVER (F 3.80'	DESCRIPT SILT FEN SOIL TRACKING PREV OR REFERENCE ONLY VAL QUANTITY TAKE (TEST HOLE DA TOP ELEVATIO 84.47'	TION CE ENTION DEVICE 7. CONTRACTOR SHALL OFF. TA N (FT) DESCRIPTION 16" PIPELIN	NE		
			ITEM # 1 2 3 4 5 NOTE TEST HO TH #	QUA UN 13,250 L 3 E. 3 E. E: THESE QUA OLE # DEP #1	ANTITIES ARE FO DETERMINE FIN PTH OF COVER (F 3.80' 3.80'	DESCRIPT SILT FEN SOIL TRACKING PREV OR REFERENCE ONLY VAL QUANTITY TAKE (TEST HOLE DA TOP ELEVATIO 84.47' 84.43'	TION CE ENTION DEVICE C. CONTRACTOR SHALL OFF. TA N (FT) DESCRIPTION 16" PIPELIN 16" PIPELIN	NE		
			ITEM # 1 2 3 4 5 NOTE TEST HO TH # TH #	QUA UN 13,250 L 3 E. 3 E. E: THESE QUA OLE # DEP #1	ANTITIES ARE FC DETERMINE FIN PTH OF COVER (F 3.80' 3.80'	DESCRIPT SILT FEN SOIL TRACKING PREV DR REFERENCE ONLY JAL QUANTITY TAKE (TEST HOLE DA TOP ELEVATIO 84.47' 84.43' 84.50'	TION CE ENTION DEVICE 7. CONTRACTOR SHALL OFF. TA N (FT) DESCRIPTION 16" PIPELIN 16" PIPELIN 16" PIPELIN	NE		
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			ITEM # 1 2 3 4 5 NOTE TEST HO TH # TH #	QUA UN 13,250 L 3 E. 3 E. STHESE QUA Image: Comparison of the second	IT F A S ANTITIES ARE FOODETERMINE FIN DETERMINE FIN PTH OF COVER (F 3.80' <tr< td=""><td>DESCRIPT SILT FEN SOIL TRACKING PREV DR REFERENCE ONLY AL QUANTITY TAKE (TEST HOLE DA TOP ELEVATIO 84.47' 84.43' 84.43' 84.50' 79.63' 80.17' 79.63' 80.17' 71.30' 71.30' 71.30' 71.30' 71.75' JTIONS, INC. PROJECT N</td><td>TION CE ENTION DEVICE C. CONTRACTOR SHALL OFF. TA N (FT) DESCRIPTION 16" PIPELIN 16" PIPELIN</td><td>NOTES PL POINCIANA</td><td>Status: 90% CONS State: FLORIDA Parish: OSCEOLA COUNT Category: ALIGNMENT</td><td>:Facility Nam TRUCTION PLANS PIN No:</td></tr<>	DESCRIPT SILT FEN SOIL TRACKING PREV DR REFERENCE ONLY AL QUANTITY TAKE (TEST HOLE DA TOP ELEVATIO 84.47' 84.43' 84.43' 84.50' 79.63' 80.17' 79.63' 80.17' 71.30' 71.30' 71.30' 71.30' 71.75' JTIONS, INC. PROJECT N	TION CE ENTION DEVICE C. CONTRACTOR SHALL OFF. TA N (FT) DESCRIPTION 16" PIPELIN 16" PIPELIN	NOTES PL POINCIANA	Status: 90% CONS State: FLORIDA Parish: OSCEOLA COUNT Category: ALIGNMENT	:Facility Nam TRUCTION PLANS PIN No:
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					EXISTING WETLAND	
					WETLAND BUFFER	BUFFER
					EXISTING PROPERTY LINE	
					EXISTING CFRC RIGHT OF WAY	———— R/W ———— R/W
					EXISTING PIPELINE	—— F —— F ——
					EXISTING FIBER OPTIC LINE	— FO — FO —
					EXISTING TREELINE EDGE OF CANAL	
					PROPOSED PIPELINE APPROXIMATE LAY DOWN	
					ALIGNMENT/PROFILE	
					PROPOSED SILT FENCE	— SF — SF —
					PROPOSED LIMIT OF DISTURBANCE	
					PROPOSED TRACKING PREVENTION DEVICE	
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DESCRIPTION	I P	PURCHASE ORDER HEAT NUM	MBER NOTE	S	2. 16" PIPE SHALL BE INSTALLED A HORIZONTAL DIRECTIONAL DRIL SHALL BE ABANDONED.	
0" O.D., 0.312" BE COATED, API	' WT, X-52, HFW, I 5L		OPEN CUT. INCLUDES 1	.0% CONTINGENCY	ENVIRONMENT	AL NOTES
0" O.D., 0.500" TED, API 5L, 40	' WT, X-52, HFW, MILS ARO		HDD. INCLUDES 10%	S CONTINGENCY		
	T, X-52, HFW, API 5L		CASING. INCLUDES 10 (CASING FOR RR CROSS			
	2" WT, MSS SP-75		INCLUDES 10% CC	· .		
-52 3R SEGMEI	NTABLE				OWNERS	SHIP
ND SEAL FOR 2 CARRIER PIPE	24" CASING AND 16"					
TEEL PIPE, 3.5" (O.D, SCHEDULE 80 G 24" O.D X 0.312 W.T ER PIPE					
EEL PIPE, 3.5" (R STEEL CASING 16" O.D CARRIE BILL OF	G 24" O.D X 0.312 W.T ER PIPE F MATERIALS - ER UNIT LF	ROSION CONTROL DE DESCRIPTION SILT FENCE L TRACKING PREVENTION DE				
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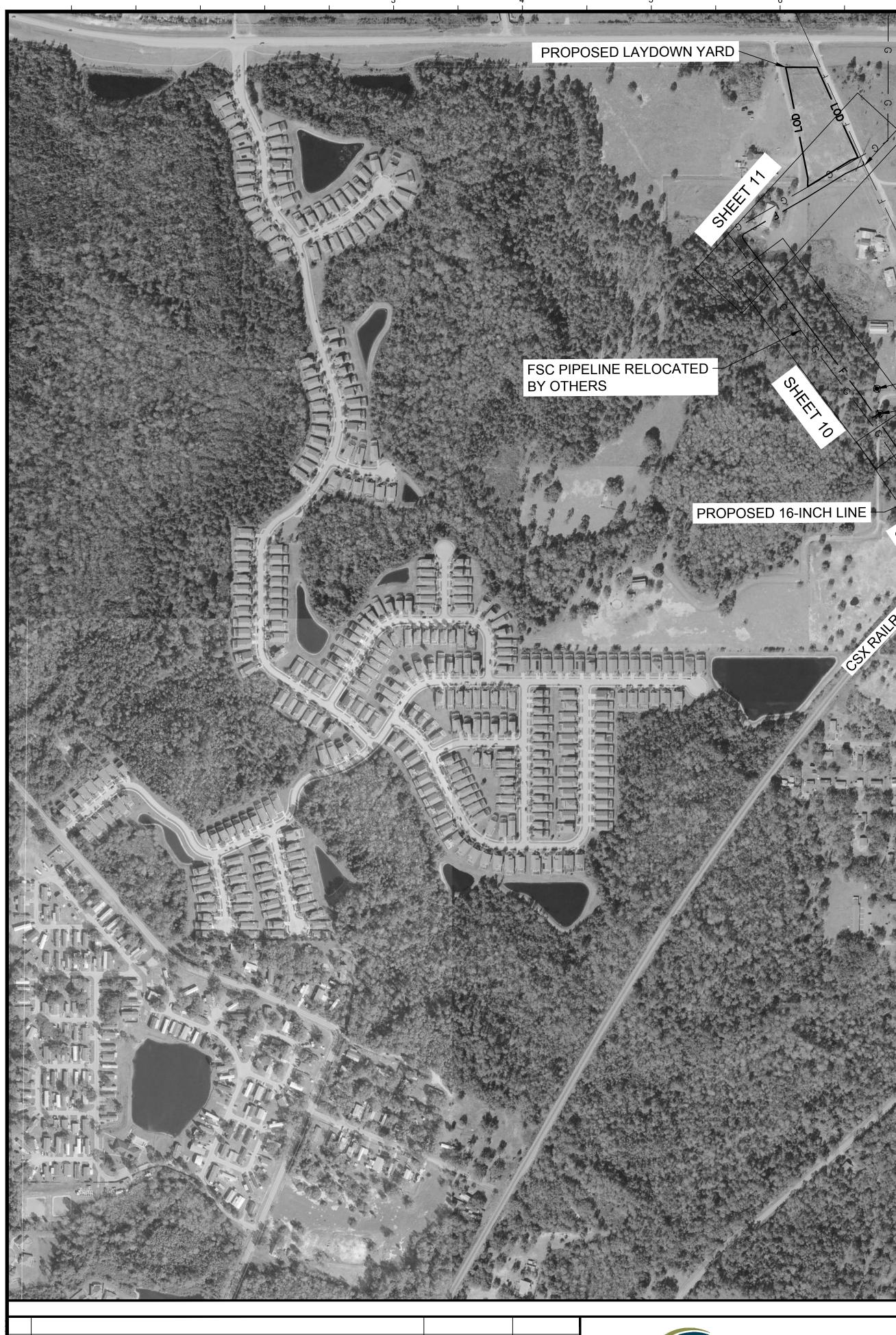
LEGEND

EXISTING MAJOR CONTOURS

EXISTING MINOR CONTOURS

13





В	90% DESIGN PLANS	20223710.001A	01/17/2024
А	30% DESIGN PLANS	20223710.001A	05/09/2022
NO	Revision Description	Project ID	Date



OSCEOLA POLK LINE ROAD (532)

Bar Blank

TIE IN TO EXISTING 16" LINE

PROPOSED LAYDOWN YARD

EXISTING CFPL TO BE RETIRED

BORE LOG B-6 BORE LOG B-5 BORE LOG B-4

BORE LOG B-3

BORE LOG B-2 BORE LOG B-1

TIE IN TO EXISTING 16" LINE

PROPOSED CASING EXTENSION

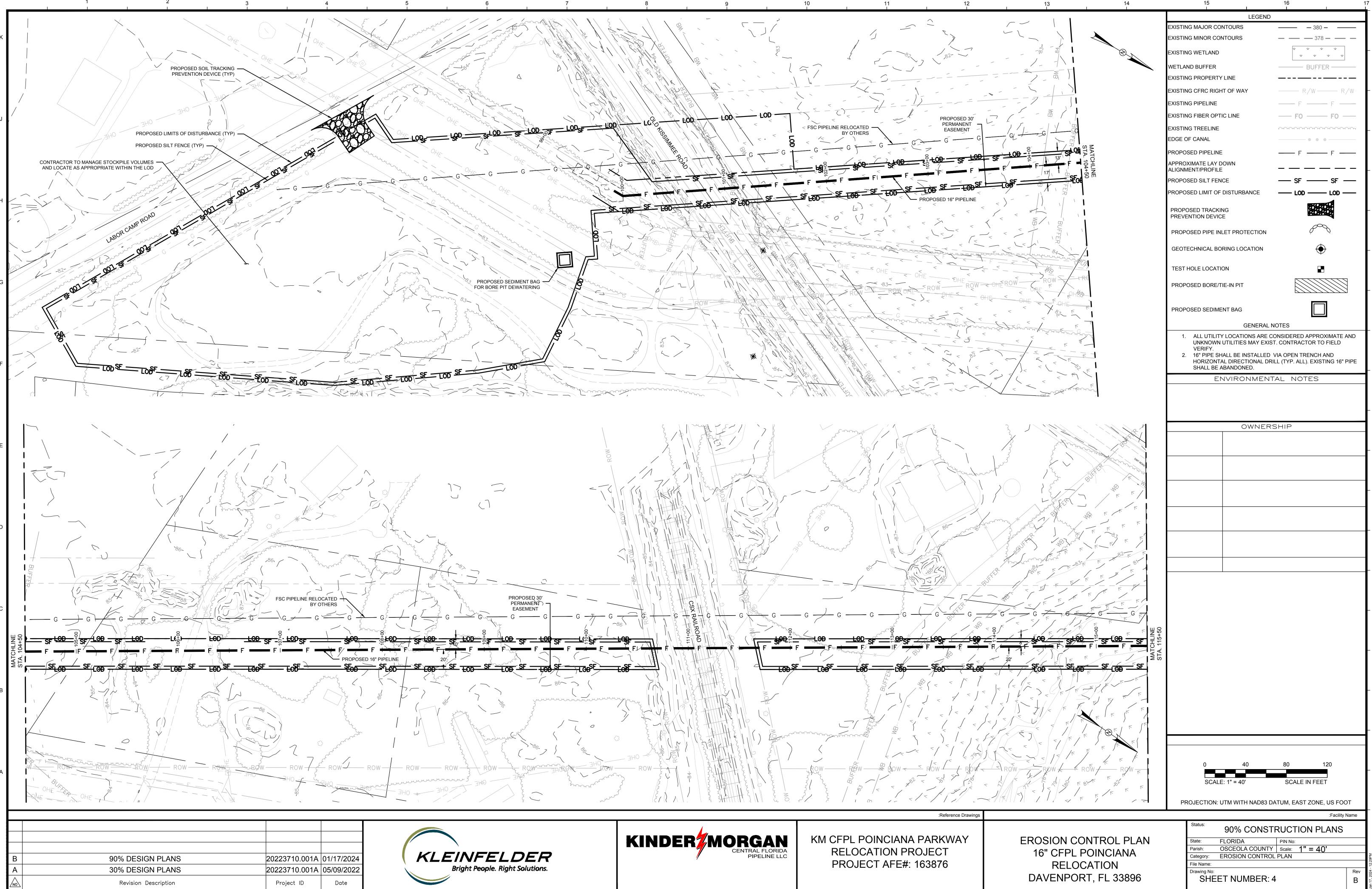
KINDER MORGAN CENTRAL FLORIDA PIPELINE LLC

KM CFPL POINCIANA PARKWAY **RELOCATION PROJECT** PROJECT AFE#: 163876

:Reference Drawin



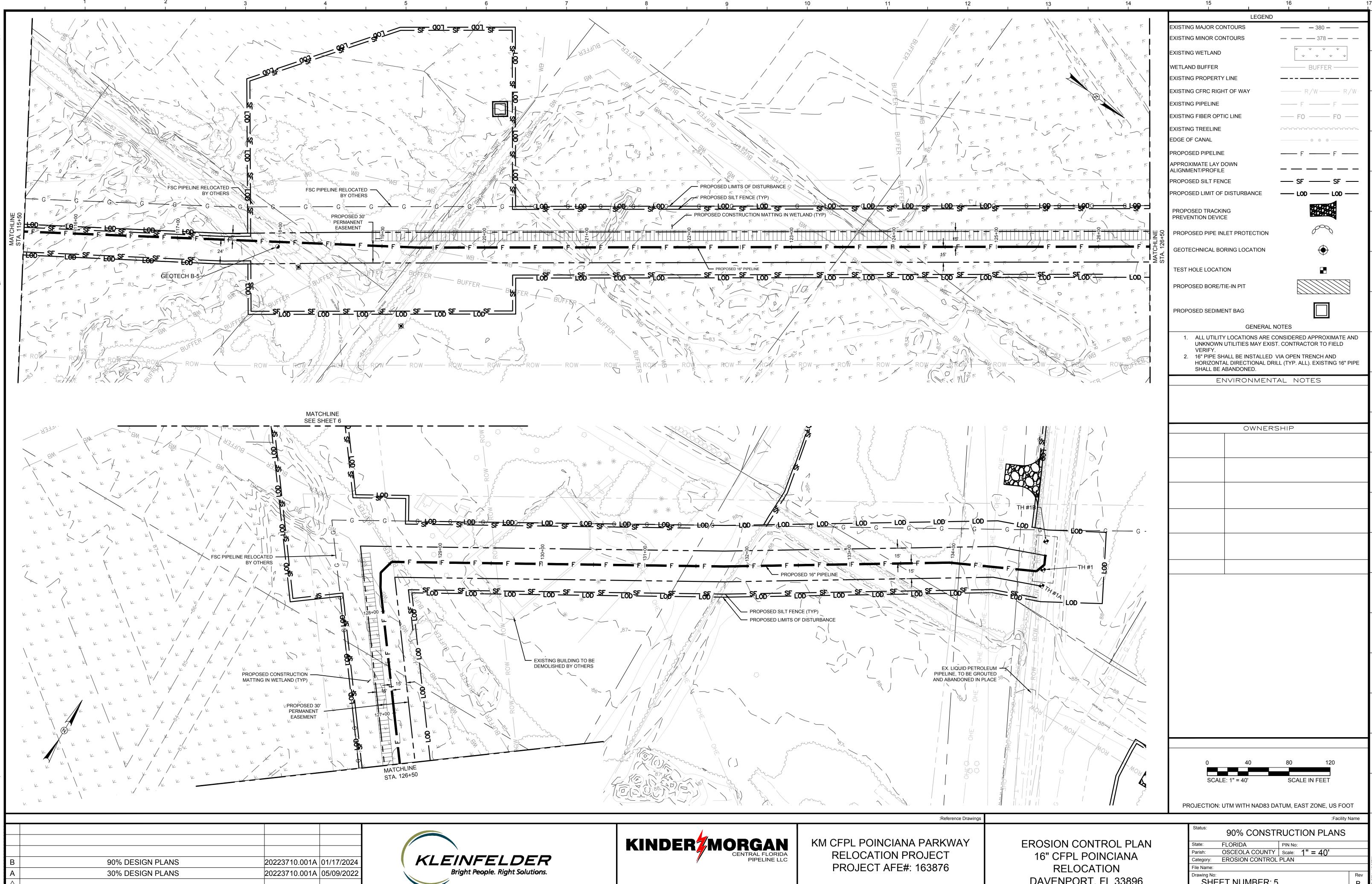
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			GENERAL	NOTES	
	1.		LOCATIONS ARE	CONSIDERED APPROXIMATE	AND
		VERIFY.		ST. CONTRACTOR TO FIELD	
	2.	HORIZONTA	L DIRECTIONAL DI	VIA OPEN TRENCH AND RILL (TYP. ALL). EXISTING 16"	PIPE
		SHALL BE A			
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and the second the second					
	pr	ROJECTION: 11	TM WITH NAD83	DATUM, EAST ZONE, US FOO	тс
				:Facility	
		Status:			
KEY MAP			90% CONS		
16" CFPL POINCIANA		Parish: O	SCEOLA COUNT	PIN No: Y Scale: 1" = 300'	
RELOCATION		Category: A File Name:	LIGNMENT		
DAVENPORT, FL 33896		Drawing No:		2	Rev
DAVENFULL, FE 33030		SHEE	F NUMBER:	ა	B



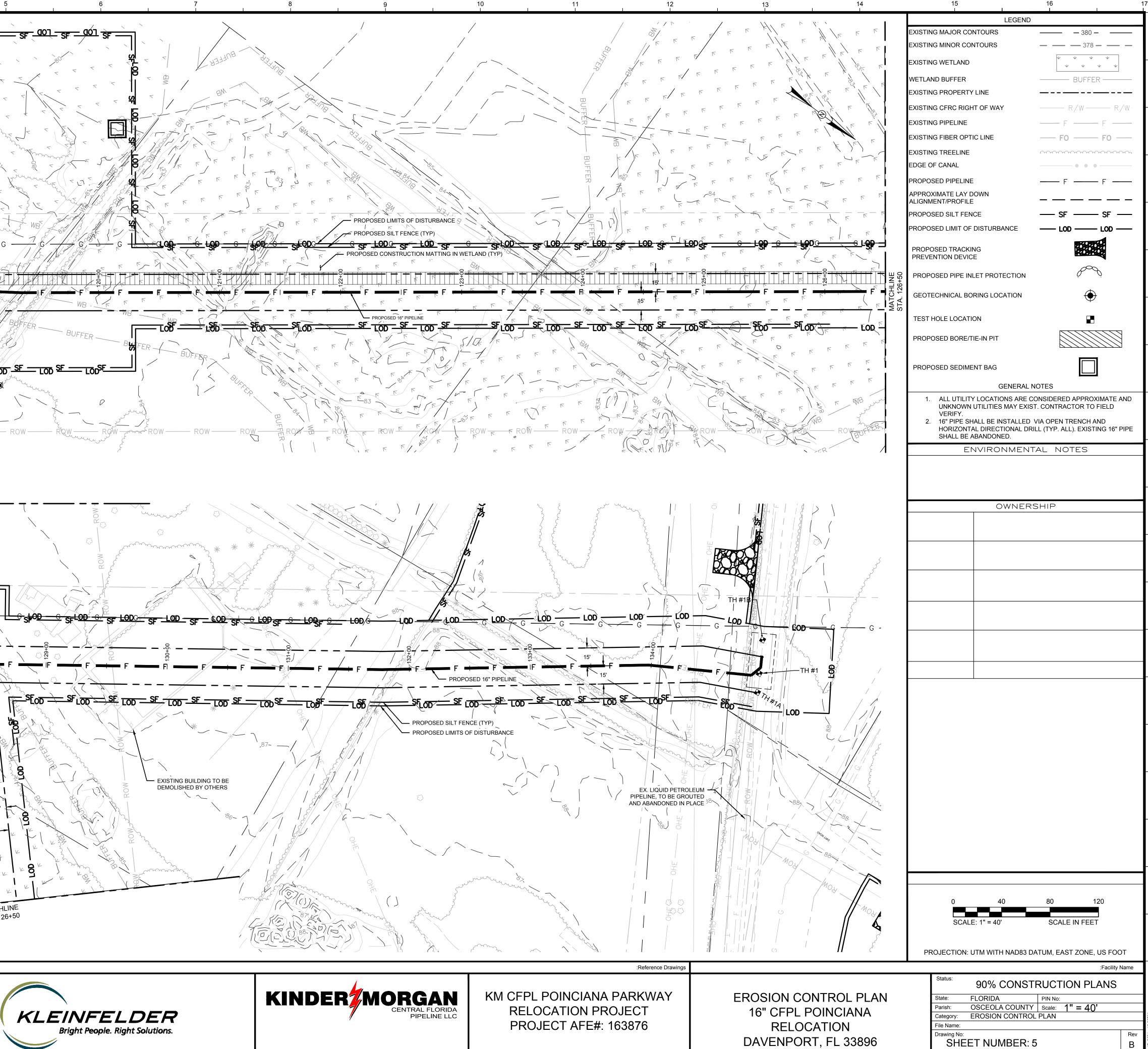
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В	90% DESIGN PLANS	20223710.001A	01/17/2024
A	30% DESIGN PLANS	20223710.001A	05/09/2022
NO	Revision Description	Project ID	Date

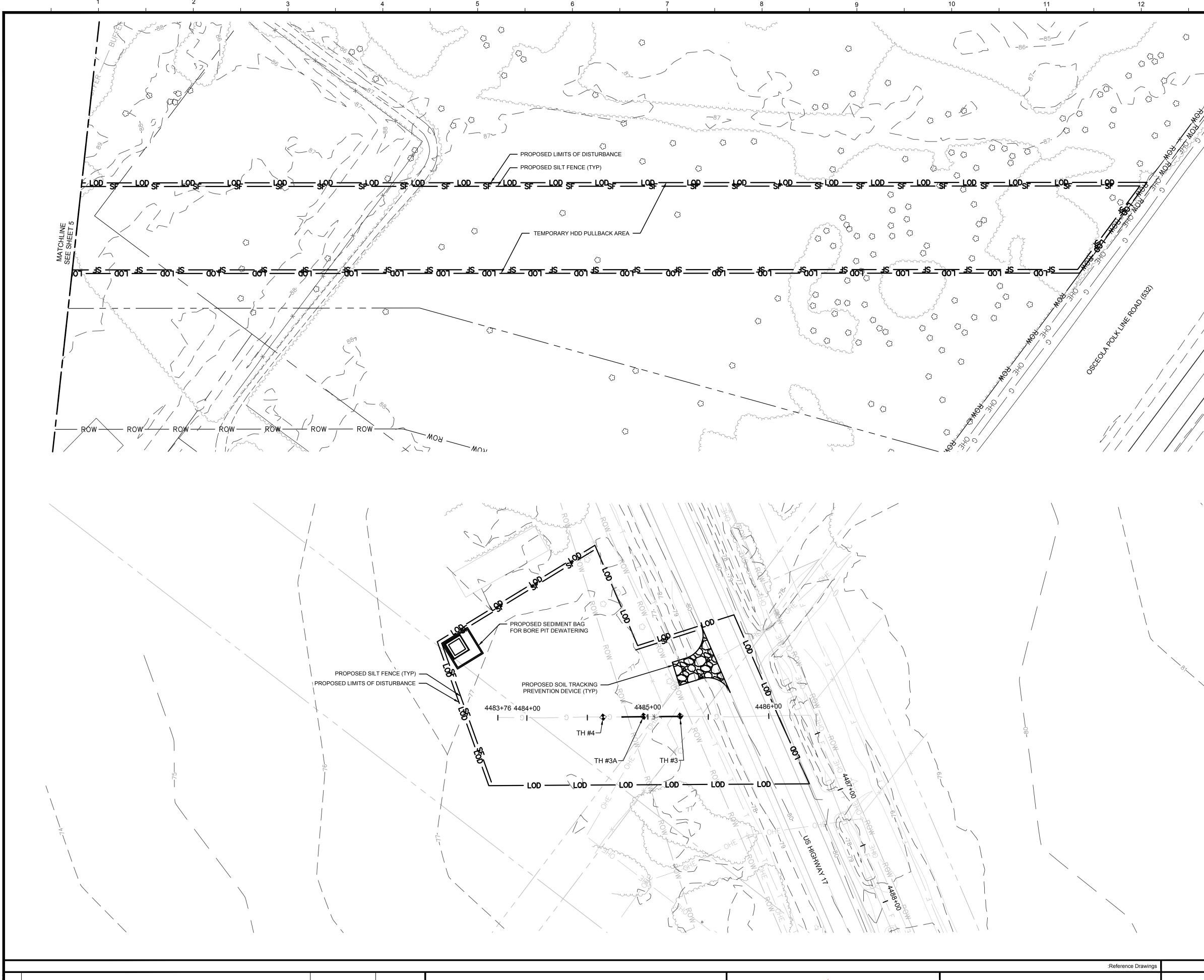






B	90% DESIGN PLANS	20223710.001A	01/17/2024	, (
A	30% DESIGN PLANS	20223710.001A	05/09/2022	
NO	Revision Description	Project ID	Date	





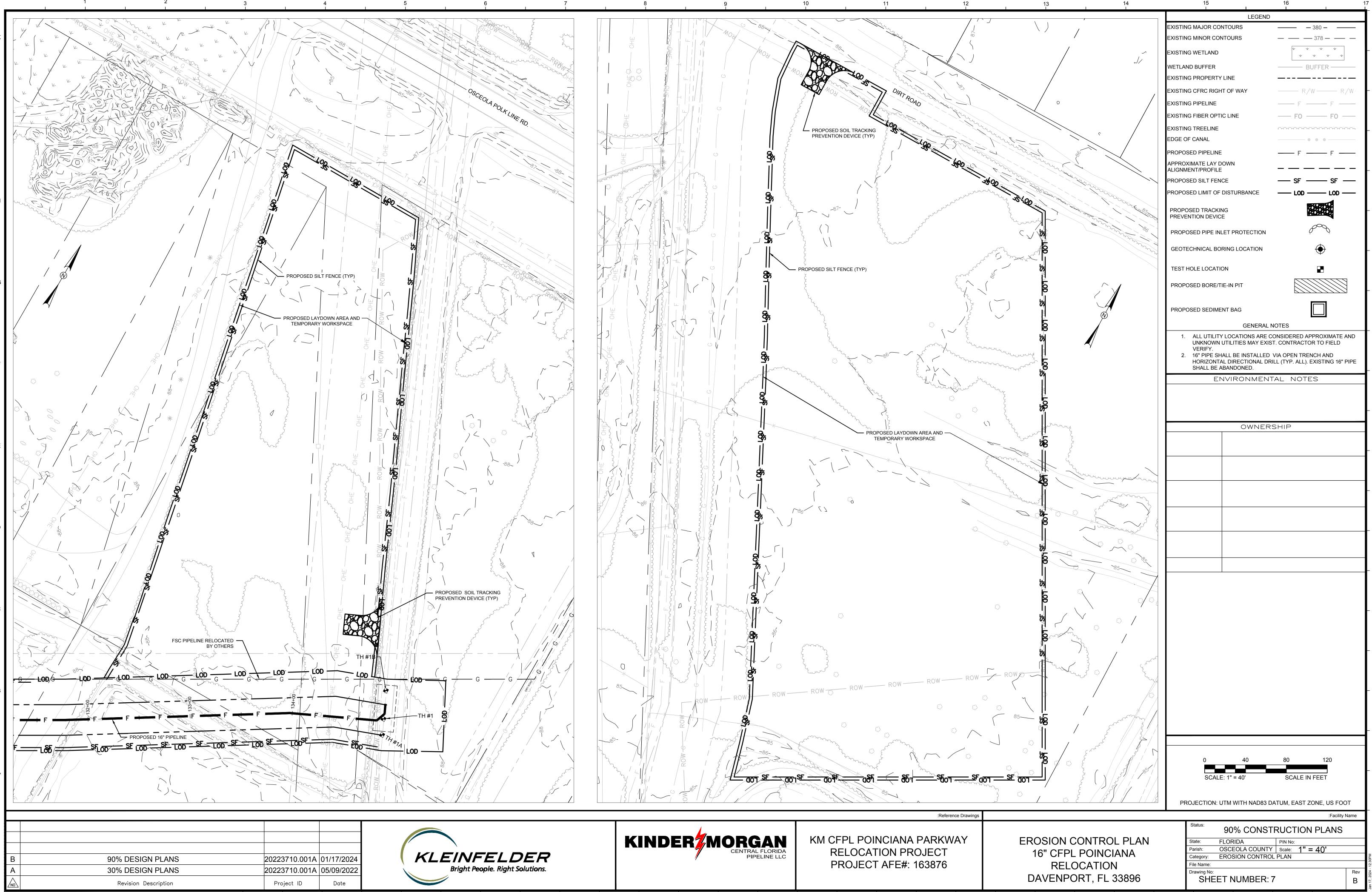
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Α	30% DESIGN PLANS	20223710.001A	05/09/2022	Bright
NO	Revision Description	Project ID	Date	



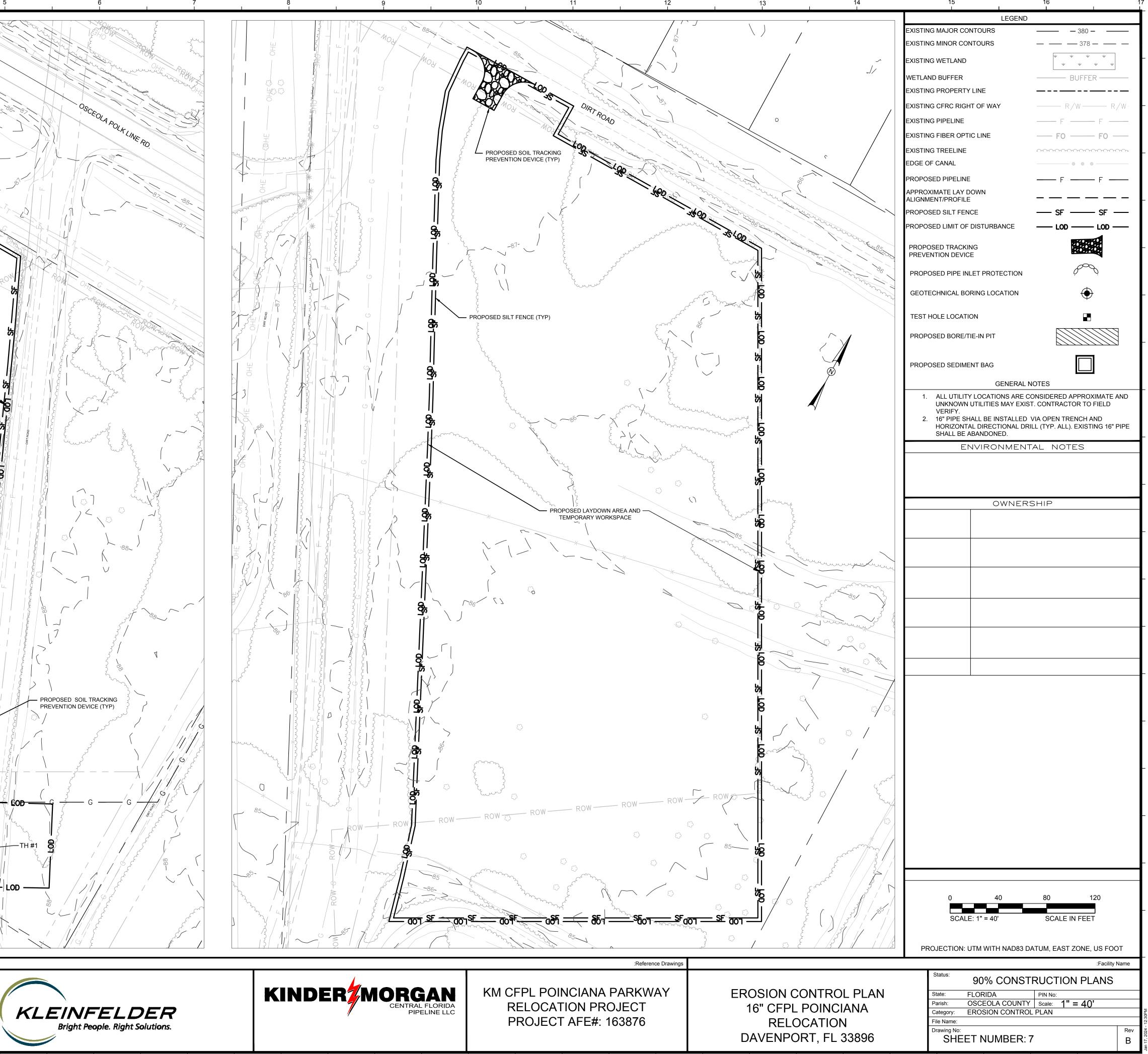
KM CFPL POINCIANA PARKWAY RELOCATION PROJECT PROJECT AFE#: 163876

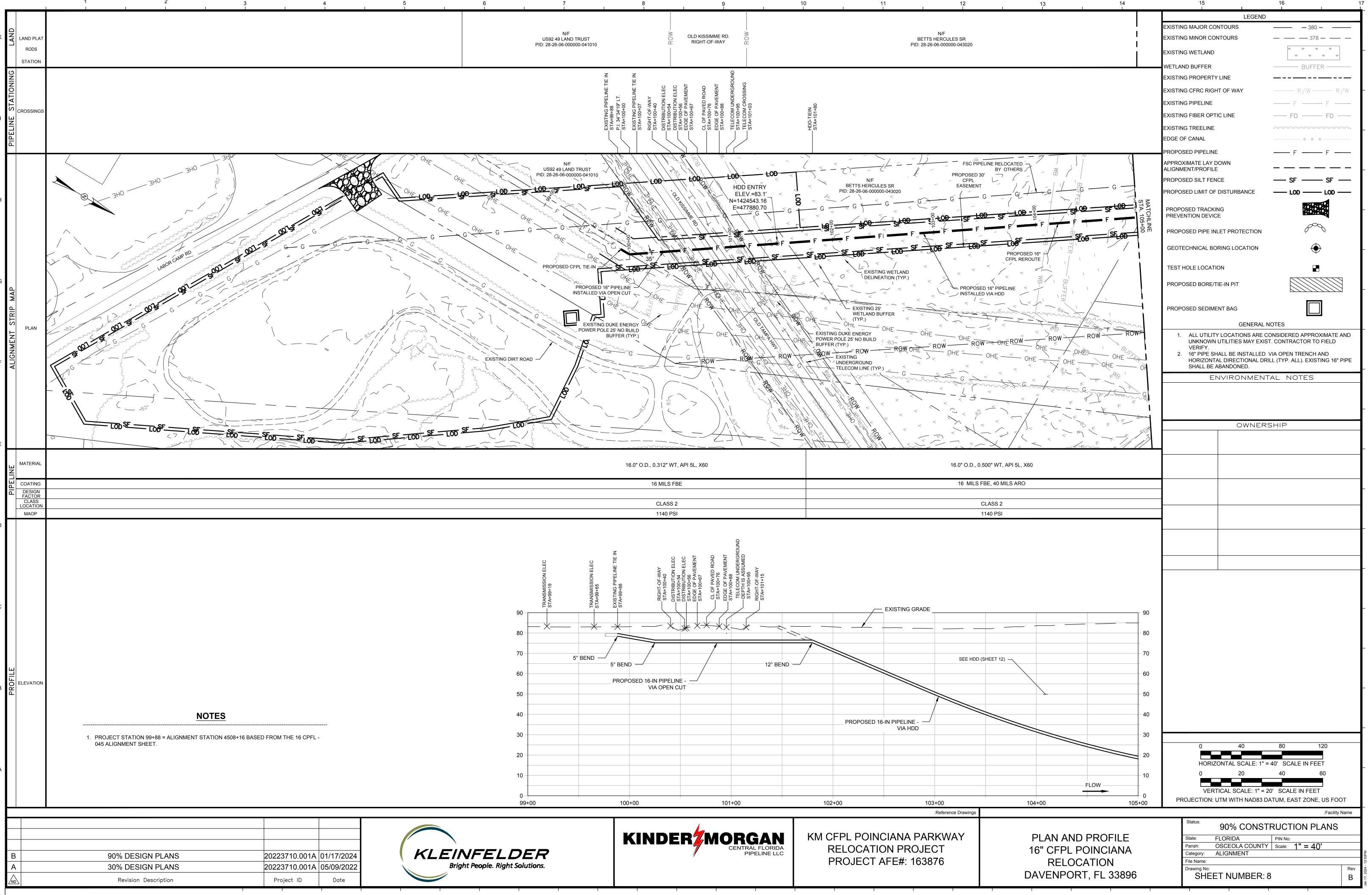
VFELDER ht People. Right Solutions.

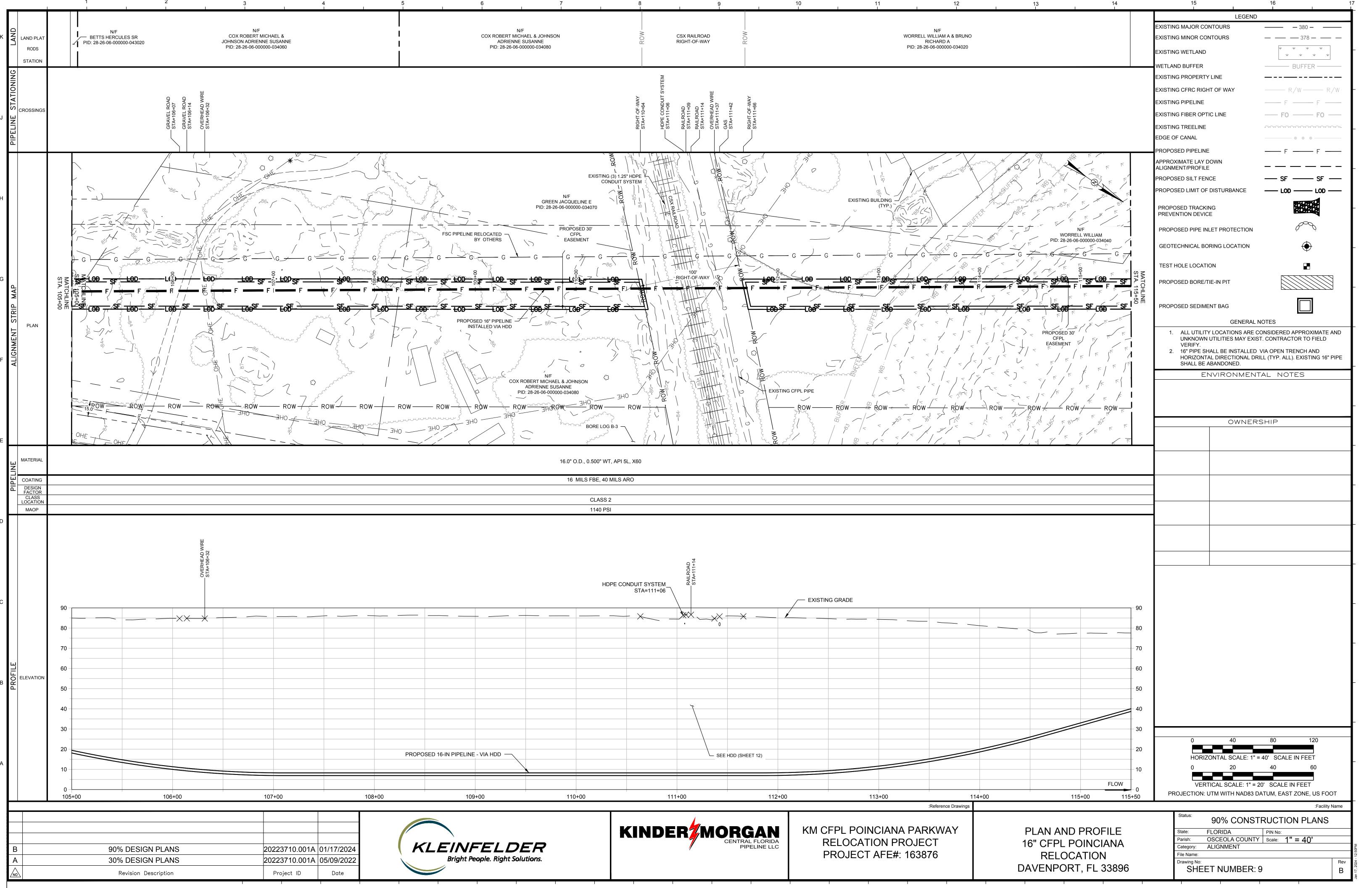
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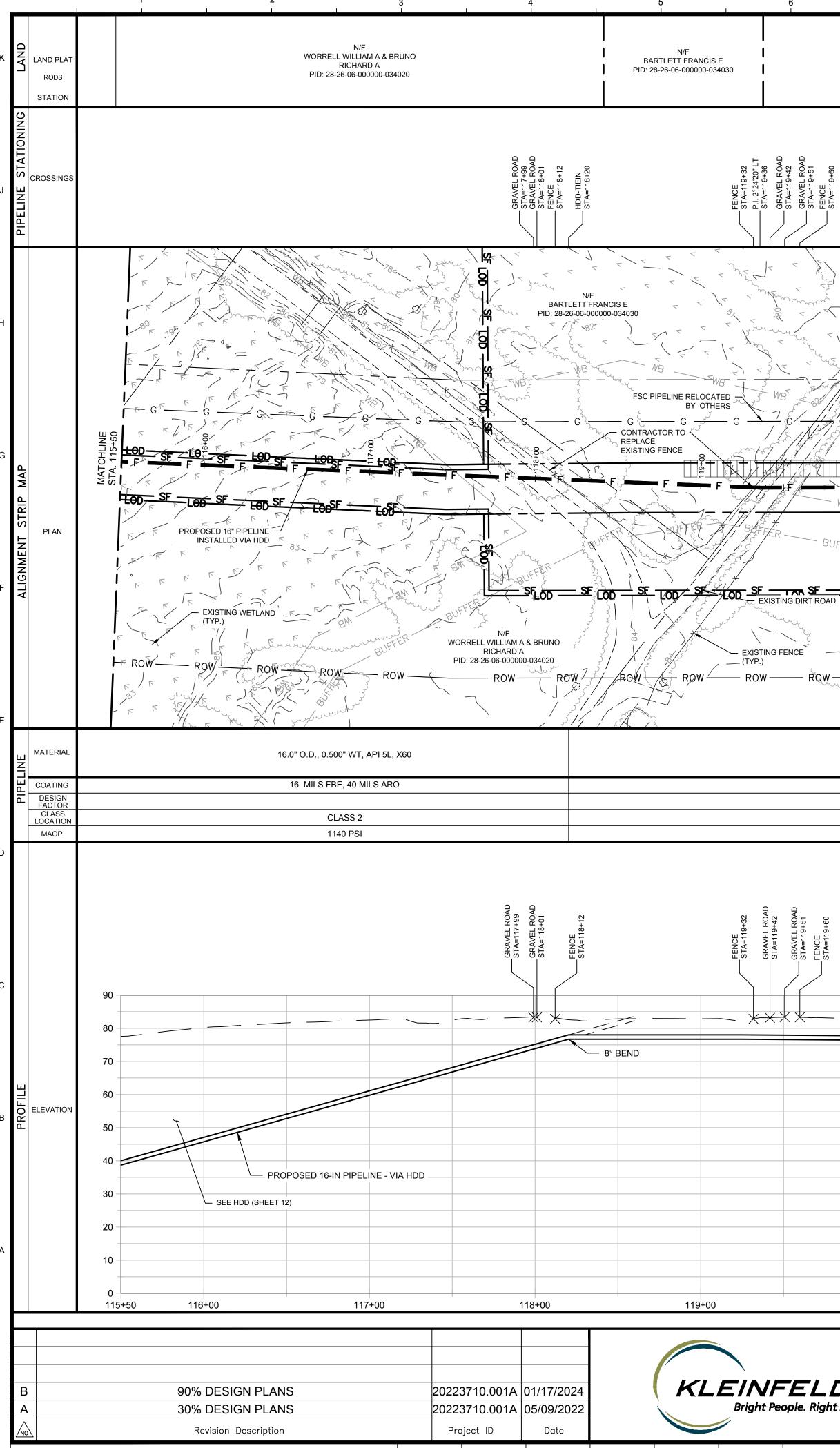


В	90% DESIGN PLANS	20223710.001A	01/17/2024
А	30% DESIGN PLANS	20223710.001A	05/09/2022
NO	Revision Description	Project ID	Date
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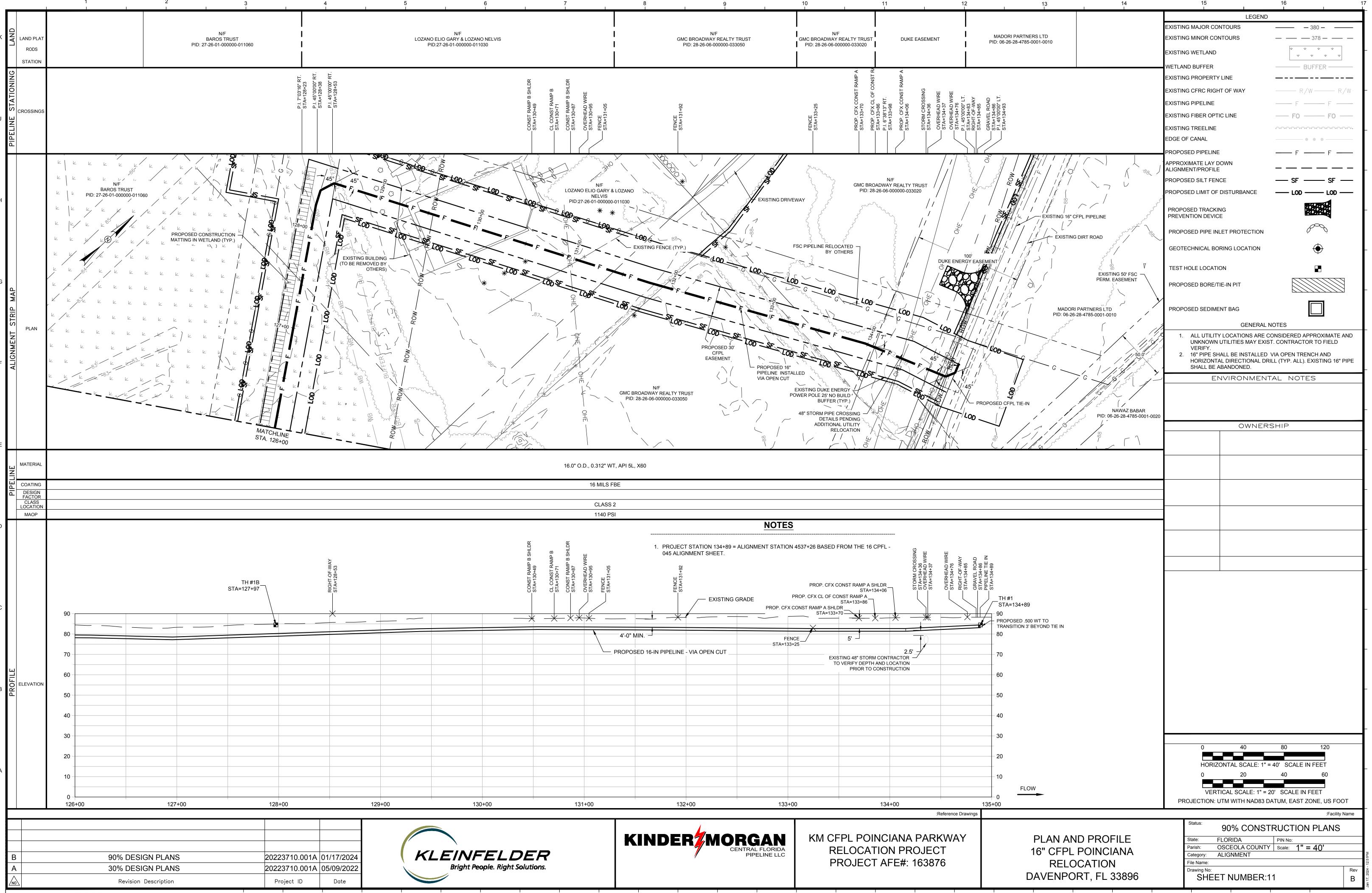


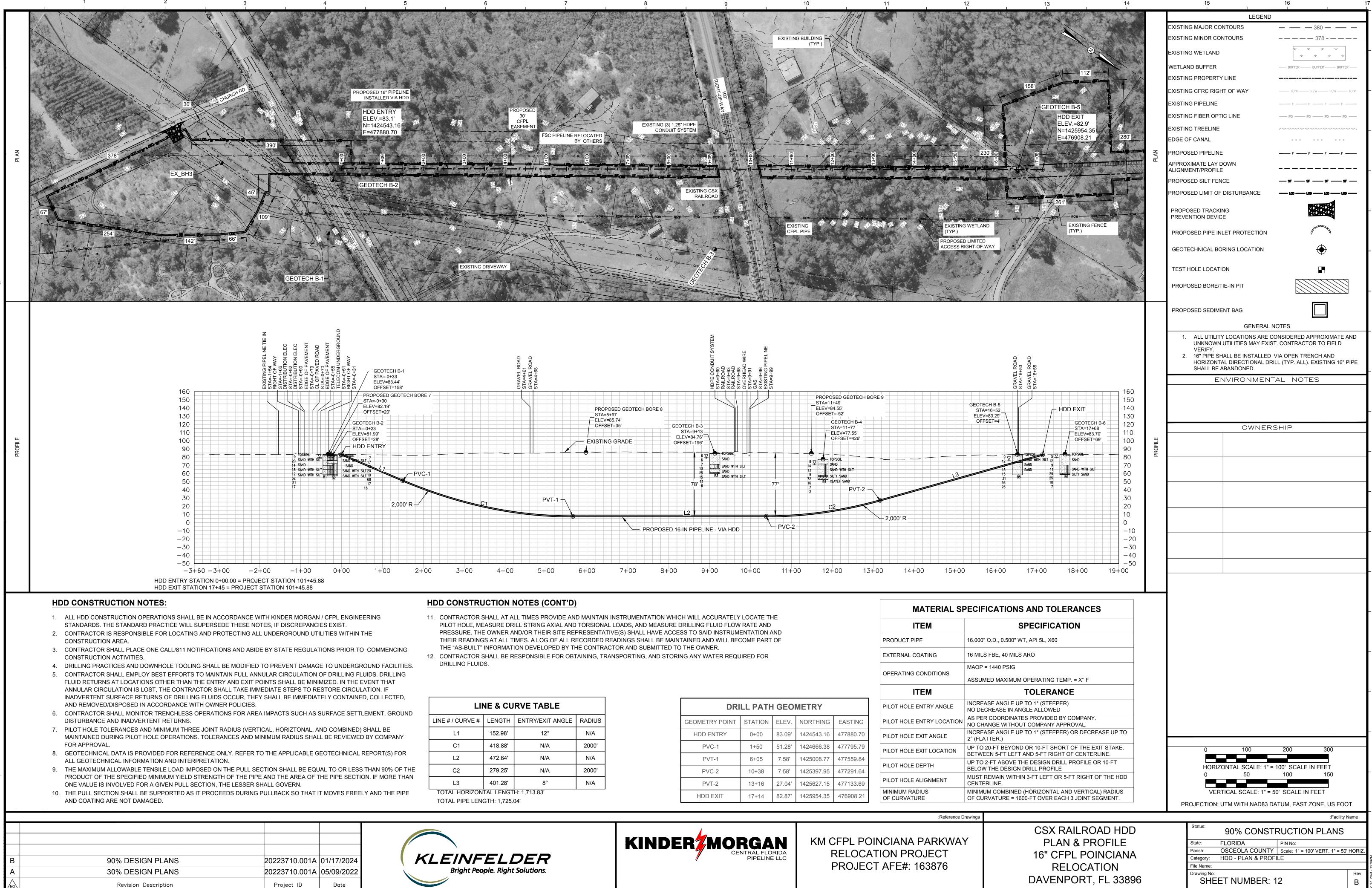






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	N/F CORDERO ROLAND PID: 28-26-06-000000-033040		N/F DWAY REALTY TRUST 6-06-000000-033050	N/F BAROS TRUST PID: 27-26-01-000000-011060		LEGEND EXISTING MAJOR CONTOURS — — — 380 — — EXISTING MINOR CONTOURS — — — 378 — — EXISTING WETLAND
						EXISTING PROPERTY LINE EXISTING CFRC RIGHT OF WAY EXISTING PIPELINE EXISTING FIBER OPTIC LINE EXISTING TREELINE EDGE OF CANAL PROPOSED PIPELINE
			PROPOSED CONS MATTING IN WETL CLOD SF LOD SF LOD S F F F F F F F F F LOD SF LOD SF LOD SF F F F F F F F F F F F F F F F F F F	AND (TYP.)	K K K K K	APPROXIMATE LAY DOWN ALIGNMENT/PROFILE PROPOSED SILT FENCE PROPOSED SILT FENCE PROPOSED LIMIT OF DISTURBANCE LOD PROPOSED TRACKING PROPOSED TRACKING PROPOSED PIPE INLET PROTECTION GEOTECHNICAL BORING LOCATION TEST HOLE LOCATION PROPOSED BORE/TIE-IN PIT PROPOSED SEDIMENT BAG GENERAL NOTES 1. ALL UTILITY LOCATIONS ARE CONSIDERED APPROXIMATE A UNKNOWN UTILITIES MAY EXIST. CONTRACTOR TO FIELD VERIFY. 2. 16" PIPE SHALL BE INSTALLED VIA OPEN TRENCH AND HORIZONTAL DIRECTIONAL DRILL (TYP. ALL). EXISTING 16" F SHALL BE ABANDONED. OWNERSHIP
	16.0" O.D., 0.312" WT, API 5L, X60 16 MILS FBE CLASS 2 1140 PSI)				
	POSED 16-IN PIPELINE - VIA OPEN CUT				90 80 70 60 50 40 30 20 10	0 40 80 120 HORIZONTAL SCALE: 1" = 40' SCALE IN FEET 0 20 40 60 VERTICAL SCALE: 1" = 20' SCALE IN FEET
					LOW	PROJECTION: UTM WITH NAD83 DATUM, EAST ZONE, US FOO



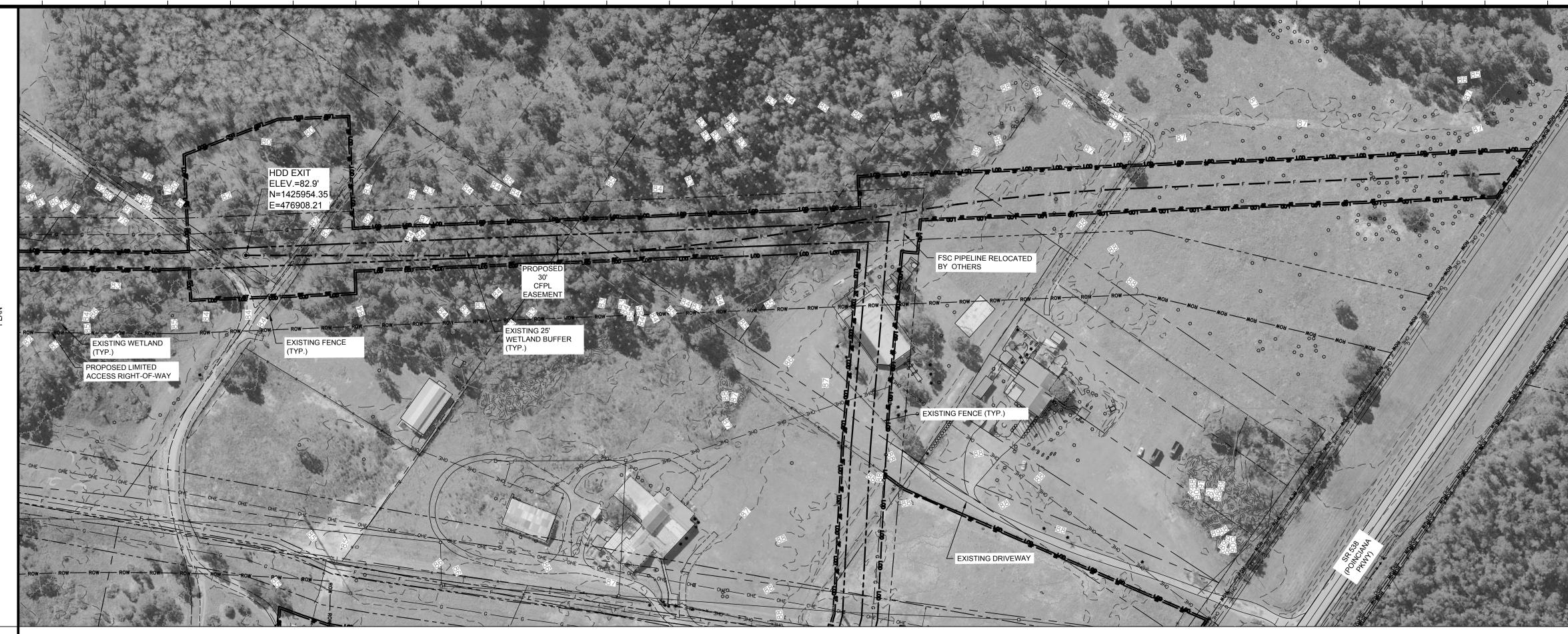


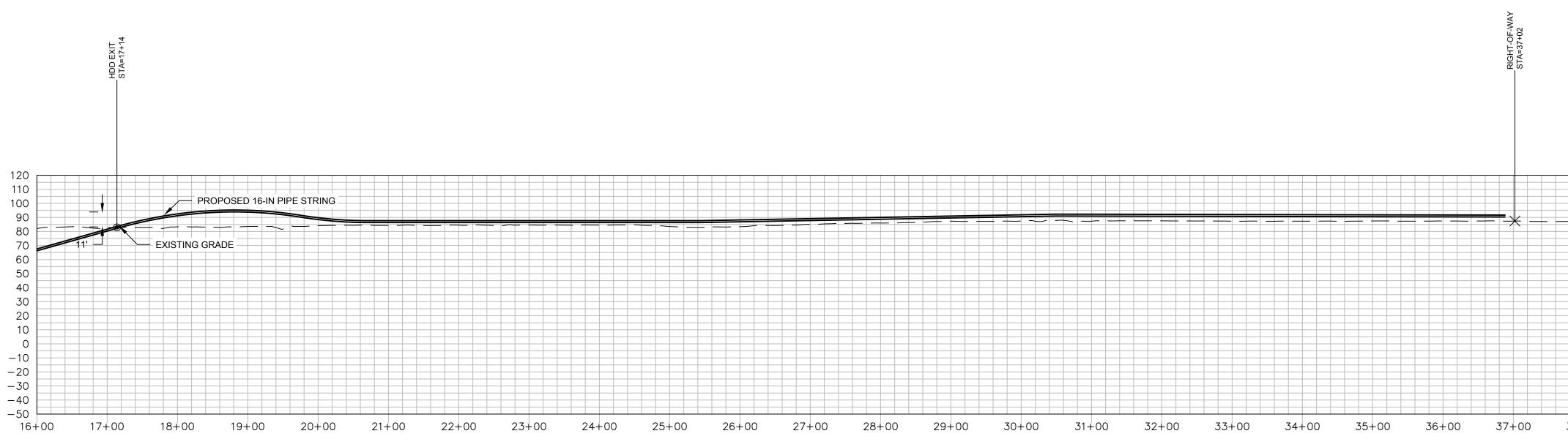
U	RVE TABLE	
Η	ENTRY/EXIT ANGLE	RADIUS
,	12°	N/A
'	N/A	2000'
'	N/A	N/A
•	N/A	2000'
•	8°	N/A
GΤ	H: 1,713.83'	

	,	
5.04'		

DRI	LL PATH	I GEO	METRY	
GEOMETRY POINT	STATION	ELEV.	NORTHING	EASTING
HDD ENTRY	0+00	83.09'	1424543.16	477880.70
PVC-1	1+50	51.28'	1424666.38	477795.79
PVT-1	6+05	7.58'	1425008.77	477559.84
PVC-2	10+38	7.58'	1425397.95	477291.64
PVT-2	13+16	27.04'	1425627.15	477133.69
HDD EXIT	17+14	82.87'	1425954.35	476908.21

WATERIAL SP	CIFICATIONS
ITEM	S
RODUCT PIPE	16.000" O.D., 0.500" W
EXTERNAL COATING	16 MILS FBE, 40 MILS
PERATING CONDITIONS	MAOP = 1440 PSIG
	ASSUMED MAXIMUM
ITEM	
PILOT HOLE ENTRY ANGLE	INCREASE ANGLE UP NO DECREASE IN AND
PILOT HOLE ENTRY LOCATION	AS PER COORDINATE
PILOT HOLE EXIT ANGLE	INCREASE ANGLE UP 2° (FLATTER.)
PILOT HOLE EXIT LOCATION	UP TO 20-FT BEYOND BETWEEN 5-FT LEFT
PILOT HOLE DEPTH	UP TO 2-FT ABOVE TH BELOW THE DESIGN I
PILOT HOLE ALIGNMENT	MUST REMAIN WITHIN CENTERLINE.
	MINIMUM COMBINED



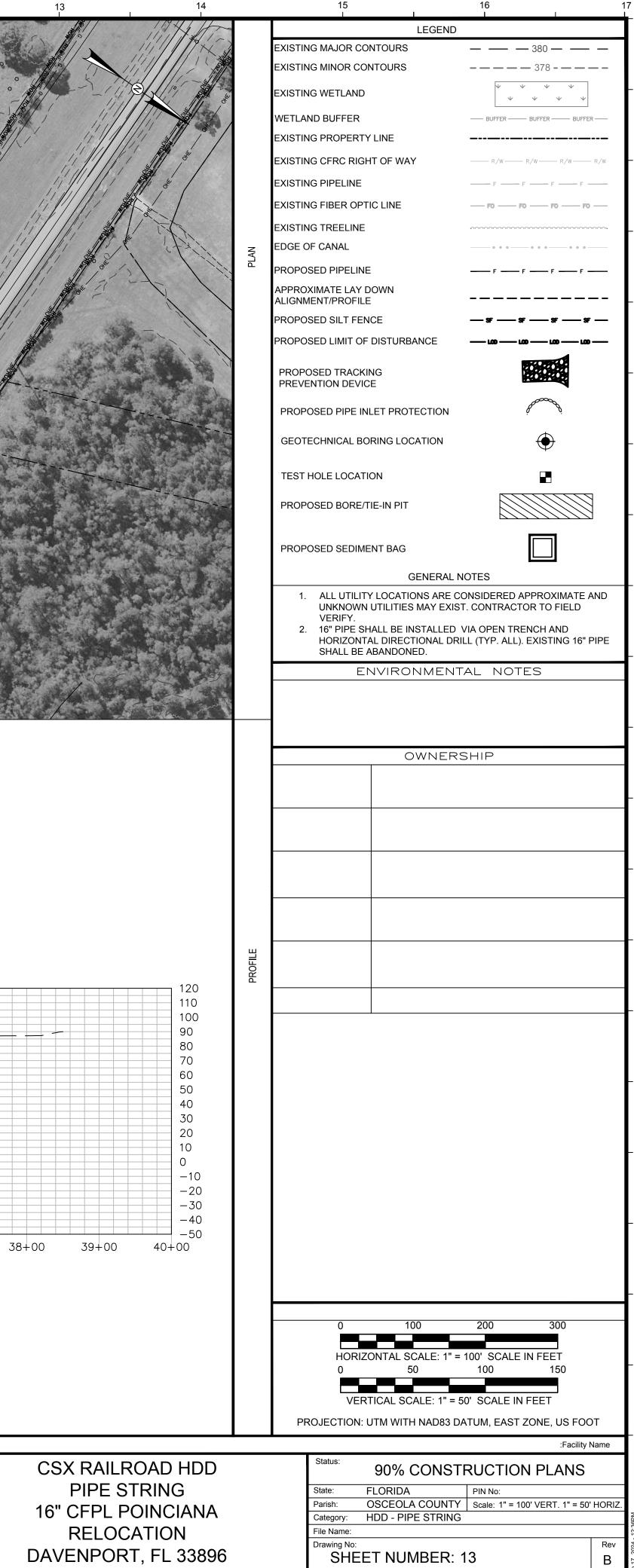


В	90% DESIGN PLANS	20223710.001A	01/17/2024
А	30% DESIGN PLANS	20223710.001A	05/09/2022
	Revision Description	Project ID	Date

PROFILE

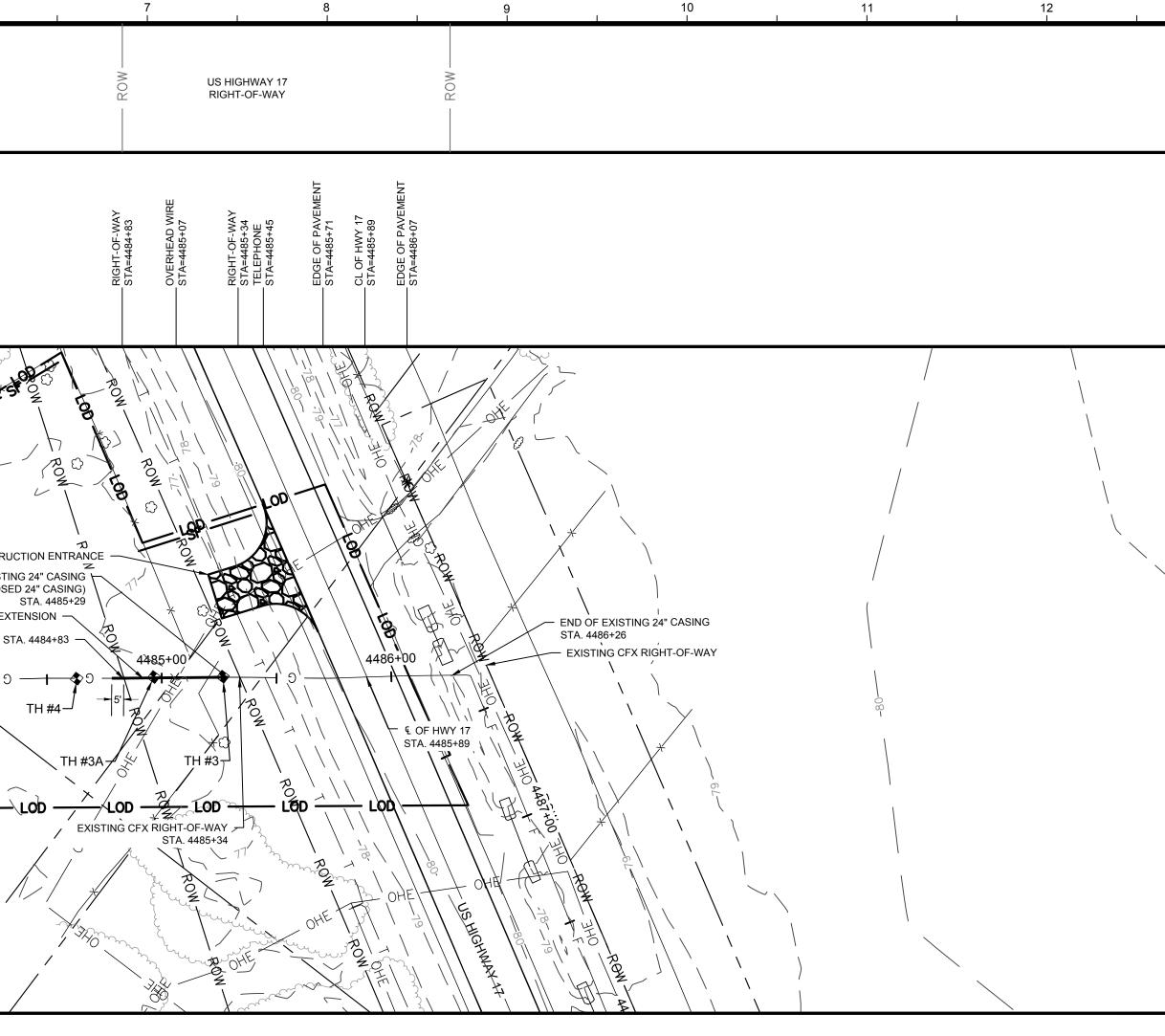


KINDER MORGAN CENTRAL FLORIDA PIPELINE LLC KM CFPL POINCIANA PARKWAY **RELOCATION PROJECT** PROJECT AFE#: 163876



:Reference Drawings

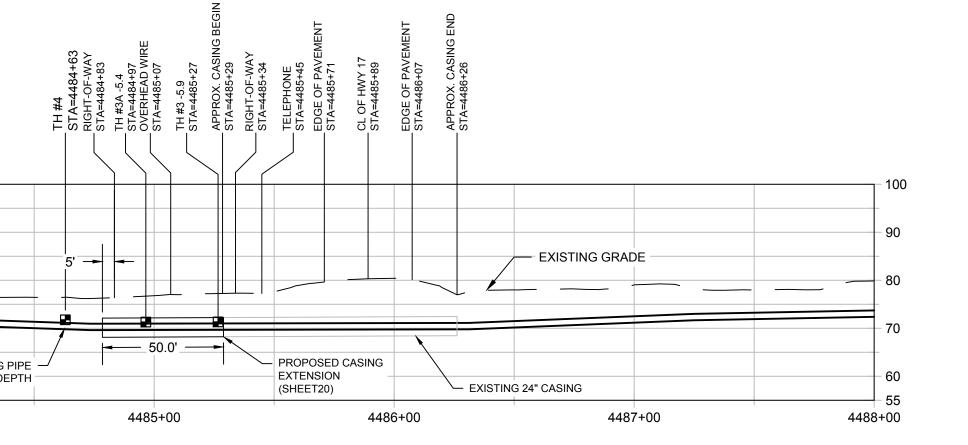
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LAND	LAND PLAT		
	RODS		
	STATION		
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:Reference Drawings



KM CFPL POINCIANA PARKWAY RELOCATION PROJECT PROJECT AFE#: 163876



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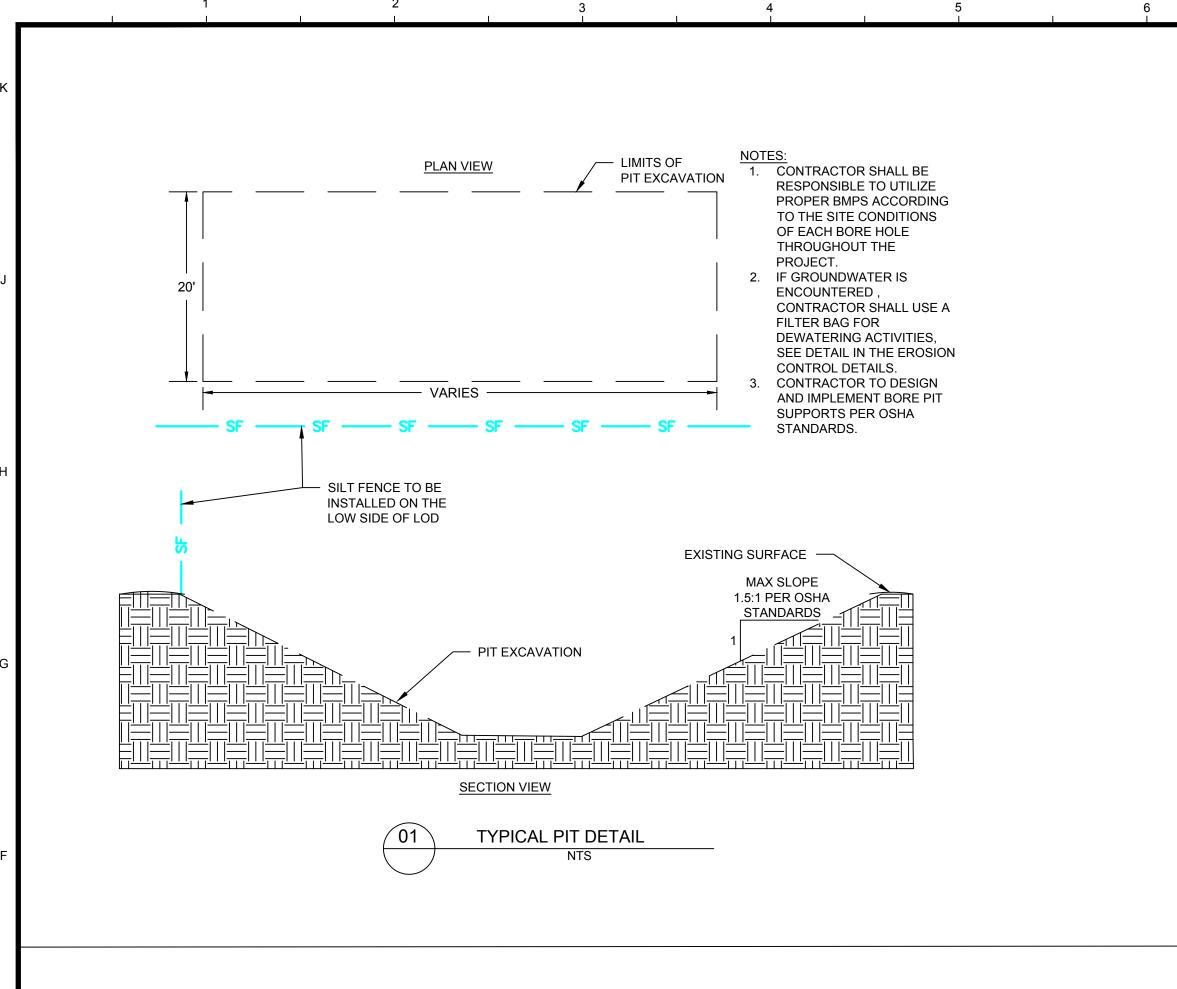
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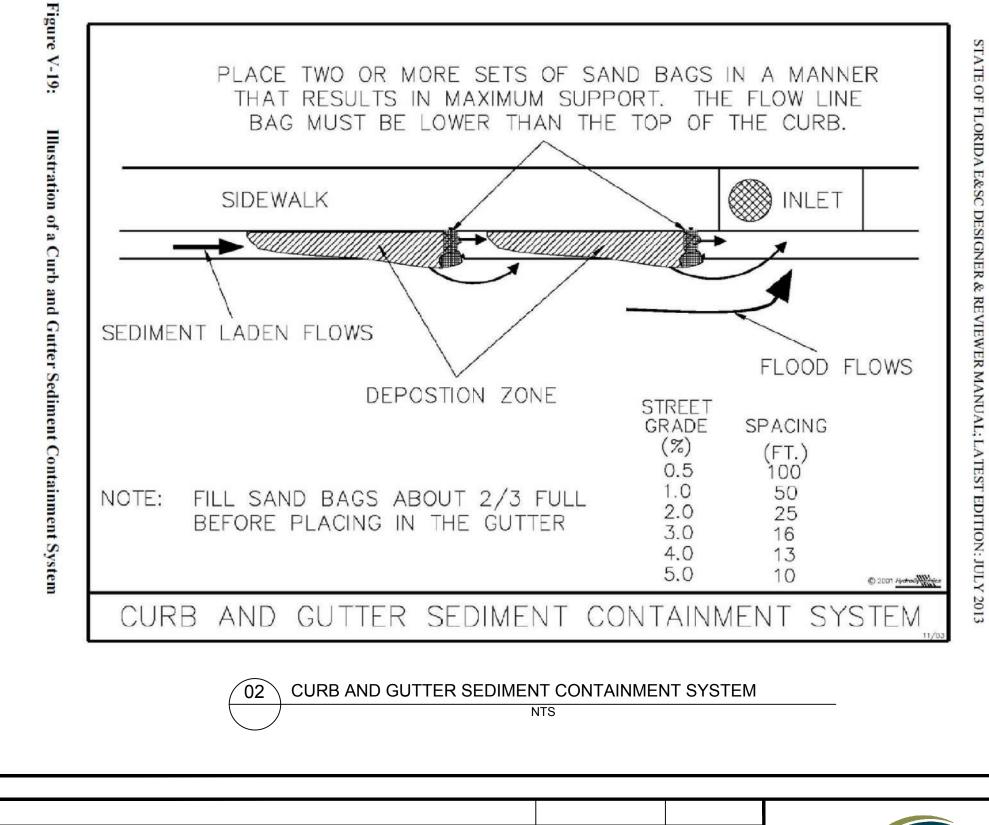


KM CFPL POINCIANA PARKWAY RELOCATION PROJECT PROJECT AFE#: 163876

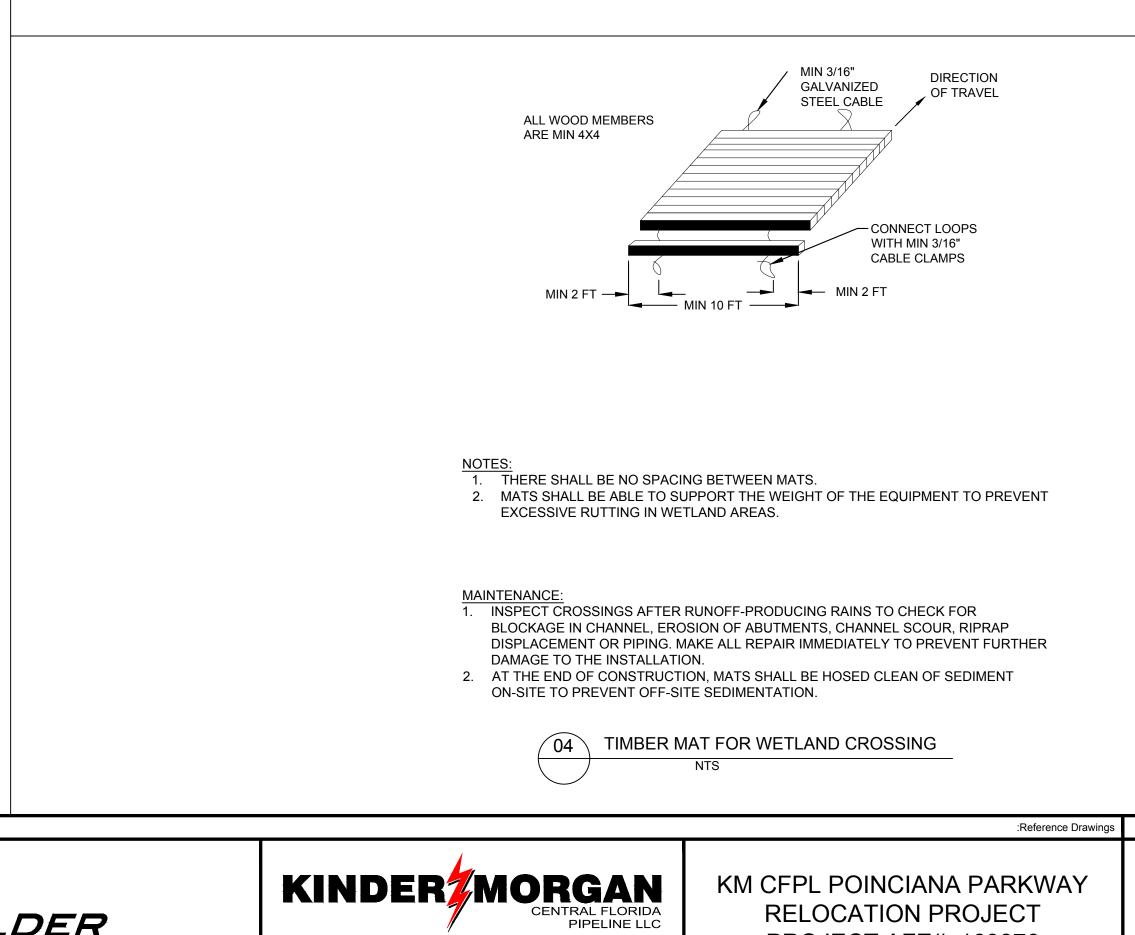
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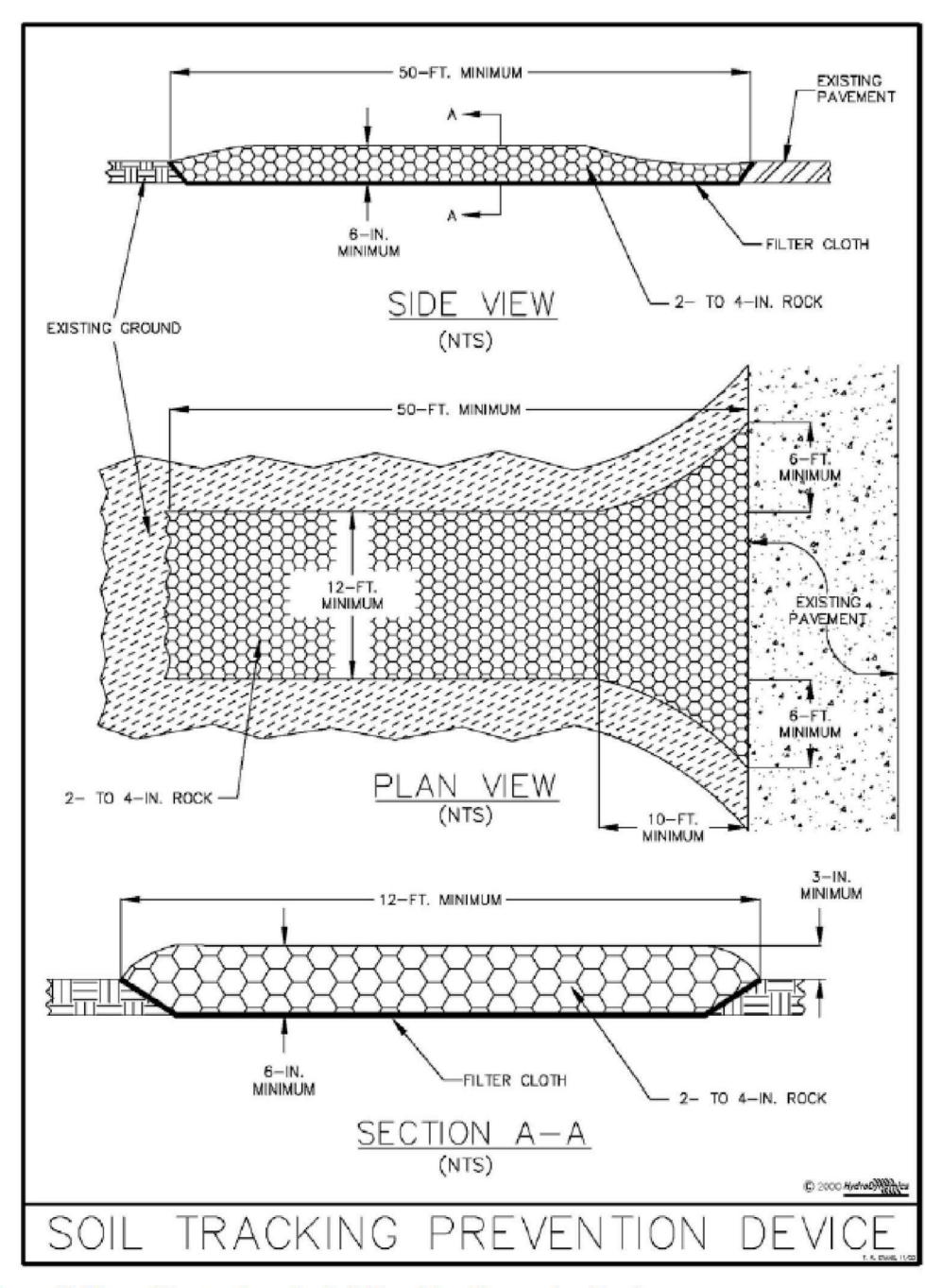


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# STATE OF FLORIDA E&SC DESIGNER & REVIEWER MANUAL; LATEST EDITION: JULY 2013

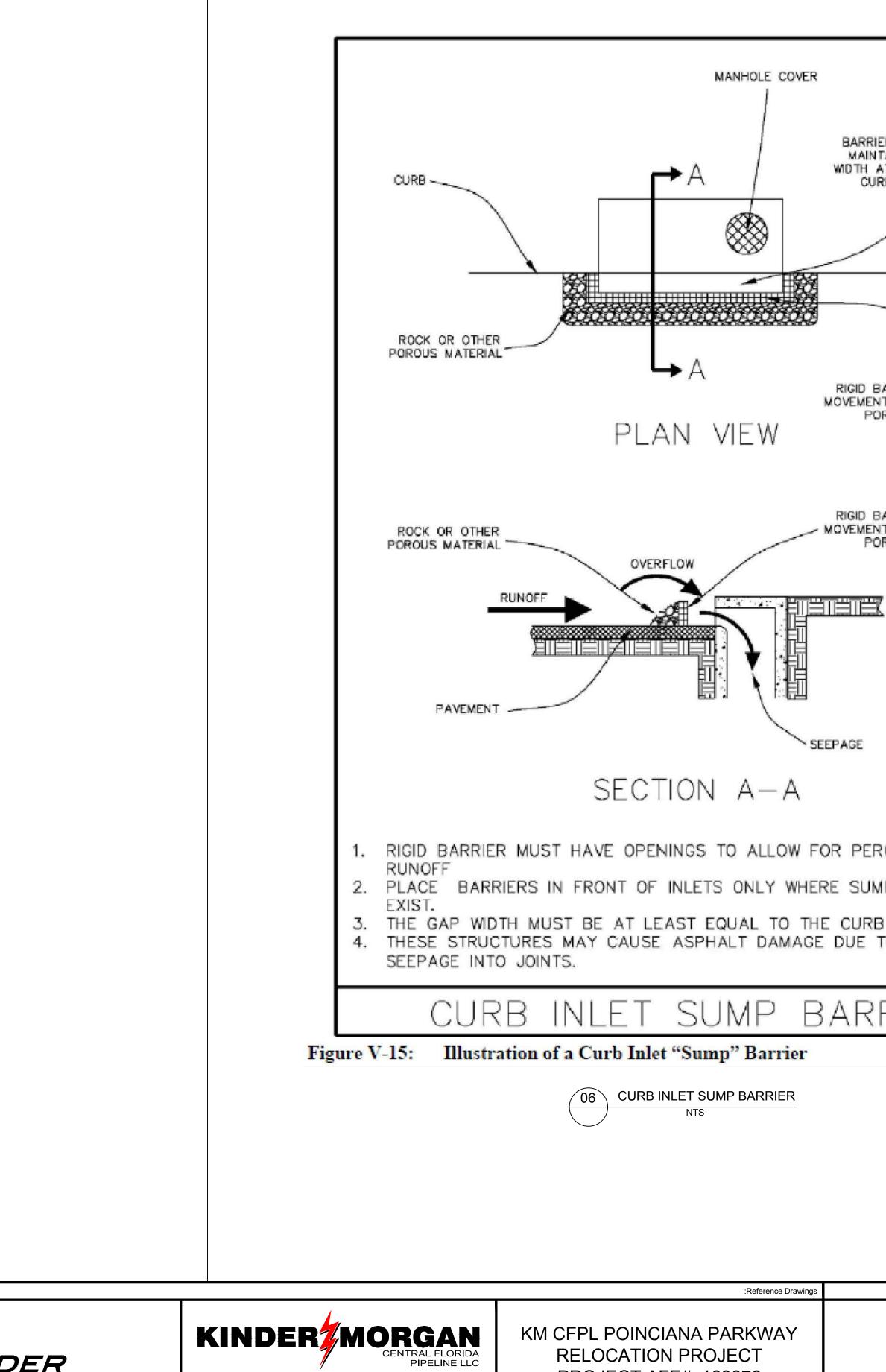
Figure V-19:

Illustration of a Soil Tracking Prevention Device

05 SOIL TRACKING PREVENTION DEVICE NTS

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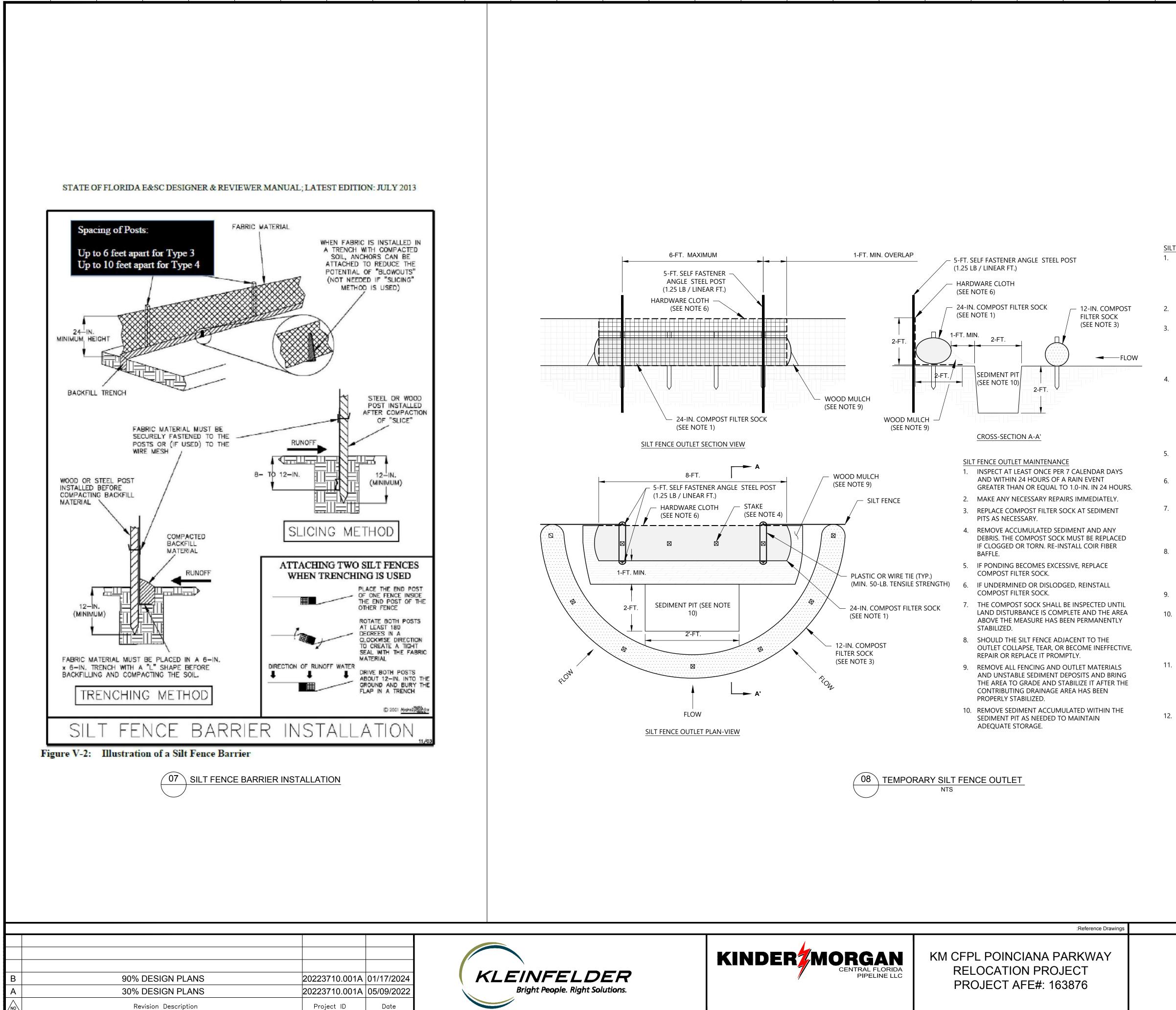


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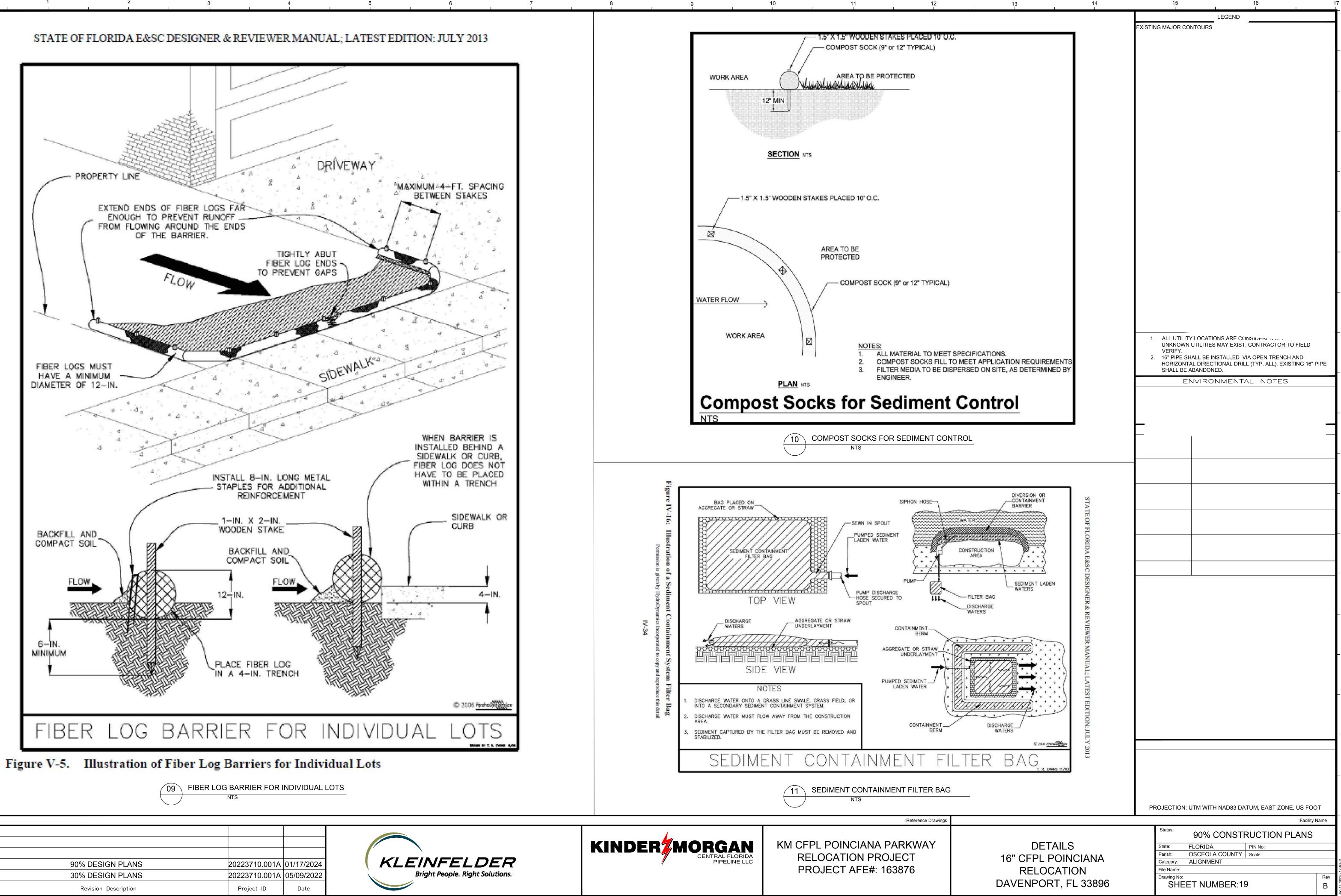
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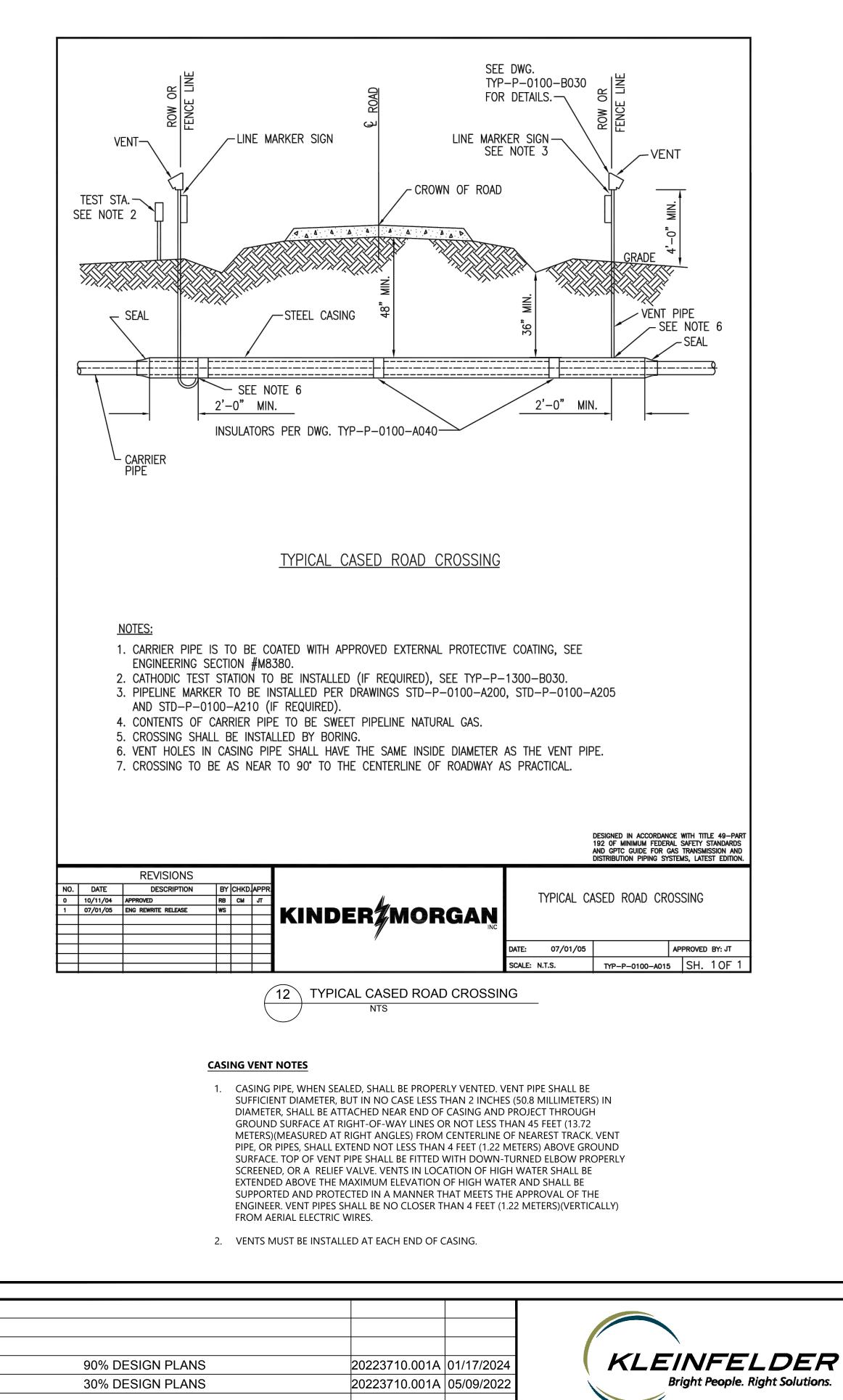
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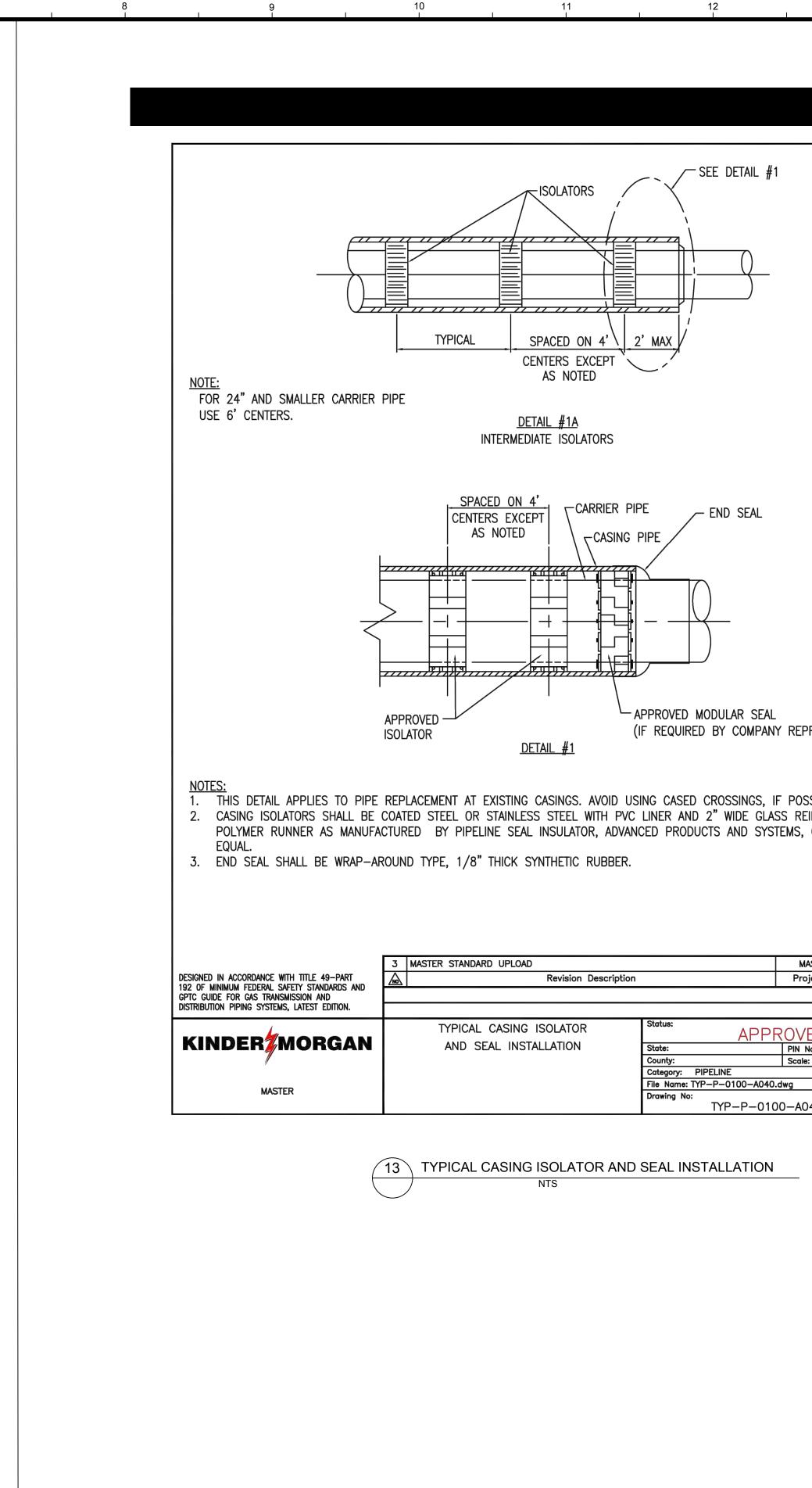


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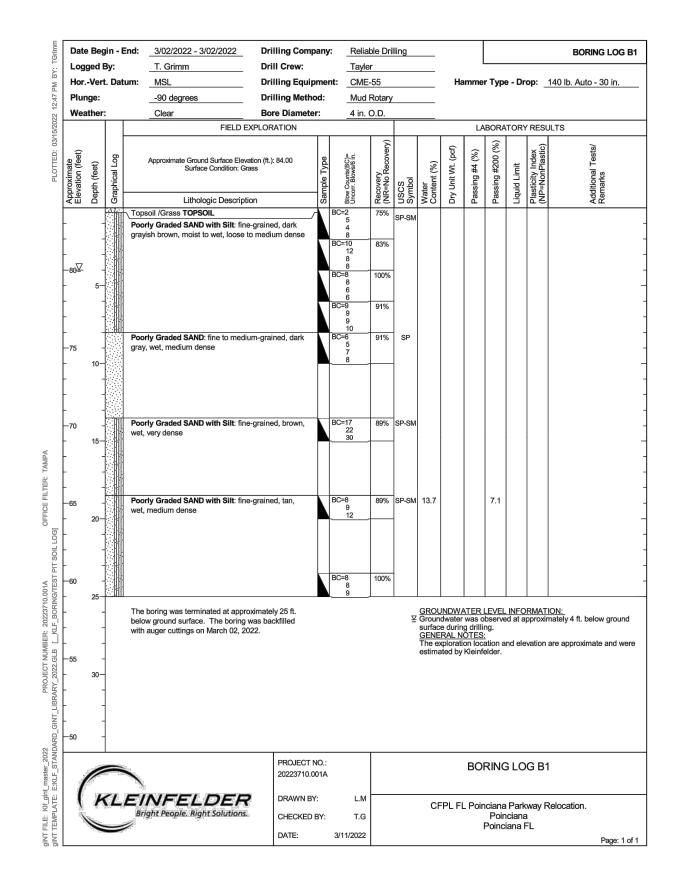


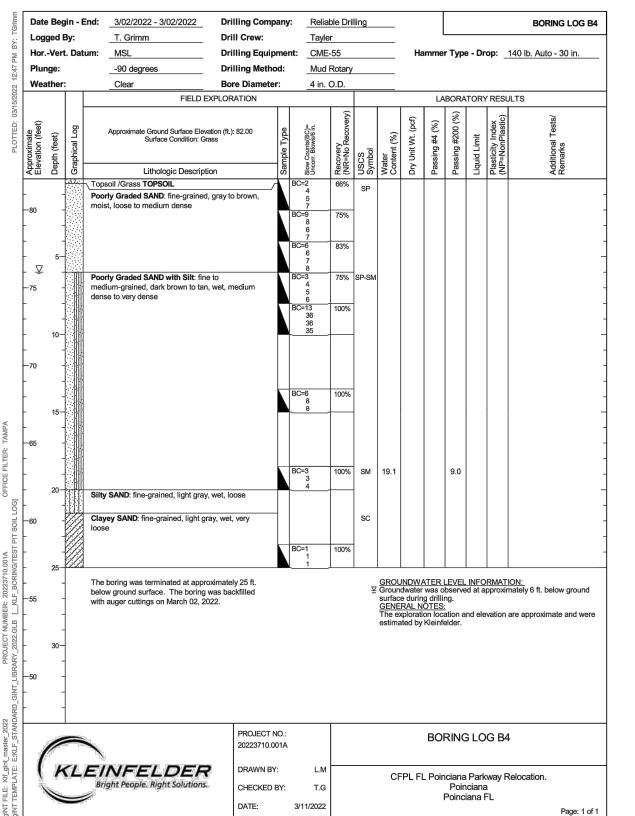
KM CFPL POINCIANA PARKWAY **RELOCATION PROJECT** PROJECT AFE#: 163876

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KM CFPL POINCIANA PARKWAY RELOCATION PROJECT PROJECT AFE#: 163876

:Reference Drawings

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UNKNOWN UTILITIES MAY EXIST. CONTRACTOR TO FIELD 2. 16° PIPE SHALL BE INSTALLED VIA OPEN TRENCH AND HORIZONTAL DIRECTONAL DRILL (TYP. ALL). EXISTING 16° PIPE SHALL BE ABANDONED.		
16" PIPE SHALL BE INSTALLED VIA OPEN TRENCH AND HORIZONTAL DIRECTONAL DRILL (TYP. ALL). EXISTING 16" PIPE SHALL BE ABANDONED.      ENVIRONMENTAL NOTES	UNKNOWN UTILITIES	
PROJECTION: UTM WITH NAD83 DATUM, EAST ZONE, US FOOT	2. 16" PIPE SHALL BE IN	
PROJECTION: UTM WITH NADB3 DATUM, EAST ZONE, US FOOT	SHALL BE ABANDON	IED.
	ENVIRO	NMENTAL NOTES
	-	-
	_	-
:Facility Name	PROJECTION: UTM WITH	H NAD83 DATUM, EAST ZONE, US FOOT
Statua		:Facility Name

13

12

## EXHIBIT "D"

Line: _____

Tract: _____

# CENTRAL FLORIDA PIPELINE PERMANENT EASEMENT AGREEMENT

State of Florida

County of _____

#### KNOW ALL MEN BY THESE PRESENTS:

This Permanent Easement Agreement (the "Agreement"), is by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and agency of the State of Florida, created pursuant to Part III of Chapter 348, Florida Statutes, with a mailing address of 4974 ORL Tower Road, Orlando, Florida 32807 hereinafter ("Grantor"), and **CENTRAL FLORIDA PIPELINE**, **LLC** a Delaware limited liability company with a mailing address of 1001 Louisiana Street, Suite 1000, Houston, TX 77002 hereinafter ("Grantee") (Grantor and Grantee individually a "Party" and collectively the "Parties"). Grantor, for themselves, their heirs, successors and assigns, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, do(es) hereby grant, sell, warrant, convey, transfer and confer effective this the

______, 2024, ("Effective Date") unto Grantee the following permanent, temporary workspace, as applicable, for the purpose, presently and at such other times in the future as Grantee may elect, to survey, construct, install, lay, maintain, operate, inspect, patrol, protect, preserve, repair, improve, realign, modify, reconstruct, alter, replace, change the size of, relocate and change the route or routes of within the permanent easement, retire in place and remove at will, in whole or in part, pipelines (the "Pipelines") for the purpose of transporting gas, its constituents, derivatives and products, renewable natural gas, liquefied minerals (including condensate, irrespective the source of said condensate) or any other substances that can be transported by the Pipelines, and all necessary or desirable above- and below-ground appliances, appurtenances, fixtures, and equipment for the operation of the Pipelines, including but not limited to, cathodic protection, power line drops or power sources, meters, fittings, tie-overs, risers, valves, launchers, receivers, and related piping in, on, over, under, across, upon, and through the following described property ("Grantor's Lands") situated in the Counties of Osceola and Polk, State of Florida, to wit:

## [INSERT PROPERTY DESCRIPTION]

1. Grantor hereby conveys a non-exclusive thirty foot (30') wide unobstructed permanent easement (the "Permanent Easement") for the above-described purposes, located as generally depicted on Exhibit "A" attached hereto and made a part hereof. Grantee shall have the right to select the exact location of the Pipelines within the Permanent Easement, and further the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to such Pipelines.

2. Grantor further conveys temporary workspace for the above-described purposes, being an additional strip of land forty-five (45') feet in width situated parallel and contiguous to the Permanent Easement herein granted, as required to accommodate the additional construction space requirements of said locations (the temporary workspace and additional temporary workspace collectively the "Temporary Workspace Easement") (the Permanent Easement and Temporary Workspace Easement collectively the "Easements"), all as depicted on the attached drawing number R/W-______ attached hereto as Exhibit "A." The term of the Temporary Workspace Easement shall be for a period to extend twelve (12) months from the date construction commences on Grantor's property. However, if Grantee has completed its use of the Temporary Workspace Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Workspace Easement while same is in effect.

3. The right to use the Easements shall belong to Grantee, its agents, employees, designees, contractors, guests, invitees, successors and assigns and all those acting by or on behalf of Grantee for the purposes established herein. While Temporary Workspace Easement is in effect, Grantee shall have the

right, without paying damages to Grantor, to cut, mow, and/or trim or cut down or eliminate all trees, brush, undergrowth, plantings, invasive plants or noxious weeds from the Easements. Thereafter, Grantee shall have the right, without paying damages to Grantor, to re-clear the Permanent Easement, including removing trees, brush, and any other obstructions, including removing or preventing the construction of any and all buildings, structures, reservoirs or other obstructions that, in Grantee's sole judgment, may endanger or interfere with Grantee's use of the Permanent Easement or the exercise of its rights granted herein.

4. Grantor may use the Easements for any and all purposes not inconsistent with Grantee's use and enjoyment of the Easements for the purposes herein conveyed. Grantor is not permitted to conduct any of the following activities on the Easements, while in effect: (1) construct any temporary or permanent building, site improvements, or other obstructions of and kind whatsoever, including houses, buildings, dams, levees, lakes, reservoirs, ponds, trenches or canals; (2) drill or operate any well, but a well can be directionally drilled under the Easements; (3) excavate, change the grade, reduce the depth of cover, or slope the Easements (except that Grantor may maintain any currently-existing or new roads, so long as such use does not unreasonably interfere with Grantee's use and enjoyment of the Easements for the purposes conveyed herein); or (4) impound surface water on the Easements.

5. Upon completion of the initial construction of the Pipelines, Grantee shall restore the Easements to their original condition to the extent reasonably practicable. Thereafter, Grantee shall restore the surface of the Permanent Easement, as nearly as practicable and permissible, to its prior condition and contour following any disturbance occasioned by construction, use or operation of the Permanent Easement by Grantee commensurate with Grantee's use and enjoyment of the Permanent Easement for the purposes granted herein.

6. Grantor reserves all oil, gas and minerals on and under said Easements and the right to cultivate, farm, graze, and otherwise fully use and enjoy said lands, provided, however, Grantor, its successors, heirs or assigns, shall not hinder, conflict, or interfere with Grantee's surface or subsurface rights hereunder, in any way disturb Grantee's Pipelines and all necessary or desirable above- and below-ground appliances, appurtenances, fixtures, and equipment, or otherwise interfere with Grantee's use and enjoyment of the Easements for the purposes sought herein. Grantor shall not plant trees, including trees considered as a growing crop, on the Easements. Grantor shall neither construct, nor permit to be constructed, any houses, buildings, roads, dams, levees, lakes, reservoirs, ponds, structures, fixtures, or any similar or dissimilar obstructions on or over said Easements, or any part thereof, without the prior written consent of Grantee, its successors or assigns. No excavation, change of grade, or water impoundment may be made on and no structure shall be erected or placed on the Easements.

7. Notwithstanding any other provision in this Agreement, Grantor may construct streets or roads (including gravel, asphalt, or concrete streets or roads) at any location above the Easements that Grantor chooses provided the portion of a street or road constructed above the Easements must cross the Easements at or near a 90 degree angle and may not exceed forty feet (40') in width, cause a violation of any applicable pipeline regulation, interfere or compromise the integrity of the operation and maintenance of any pipeline. At least thirty (30) days before the date on which construction of a street or road that will be located wholly or partly in the Easements is scheduled to begin, Grantor must submit plans for the proposed construction to Grantee for Grantee's review and approval. Grantor's construction of any such streets or roads shall be at Grantor's sole expense.

8. This grant shall include, without limitation, Grantee's, its agents, employees, designees, contractors, guests, invitees, successors and assigns, the free right of ingress and egress over, across, and through the Easements, and to access the Easements where same intersect any public road or public rightsof-way or other easement which Grantee has the right to access, and the adjacent and contiguous properties of Grantor by reasonable means, including, the use of private roads, farm lanes, and any other routes of access of Grantor, whether presently existing or hereafter constructed and maintained, in order that Grantee may access its Easements or otherwise exercise the rights granted herein. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee in the exercise of any rights granted hereby to a condition that existed prior to Grantee's use.

9. Grantee, its successors and assigns, is hereby expressly given and granted the right to sell, assign, transfer, or convey to others the Easements herein granted and convey the full rights and privileges herein granted to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment.

10. Grantee agrees that the Pipelines and all necessary or desirable above- and below-ground appliances, appurtenances, fixtures, and equipment will be constructed to meet or exceed the US

Department of Transportation's ("DOT") depth of cover requirements for the type of pipeline facilities being installed. Grantor shall not reduce the cover over the pipelines at any time, increase or decrease the elevation of the earth within the Permanent Easement, or allow the reduction of such cover by any third party including Grantor or any third party without Grantee's prior written consent.

11. All fences that must be cut in order to accomplish any of the purposes herein above granted shall be "H" braced by Grantee on each side of the area covered by this grant and the wire secured so that when the fence is cut, the remainder of the fence shall not go slack or be slackened and, after said installation or repair, said fence shall be replaced in as good as condition as said fence was before cutting.

12. No delay of Grantee in the use or enjoyment of any right or Easements herein granted or in constructing or installing any additional lines in or along said Easements shall result in the loss, limitation, or abandonment of any of the right, title, interest, Easements, or estate granted herein.

13. After the completion and installation of the Pipelines, Grantee shall have the right to mark the location of its Pipelines with permanent above-ground markers in accordance with any applicable federal or state law, rules, regulations or administrative or judicial orders and install cathodic protection units, cathodic test leads, and other cathodic protection appurtenances, including but not limited to alternating current mitigation equipment, rectifiers, electric lines, electric meters, anodes, wires, poles, grounds beds, fencing, or any other appurtenances necessary for cathodic protection or corrosion control as determined by Grantee in its sole discretion.

14. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors, and assigns. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.

15. The terms and provisions hereof shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors, and assigns.

16. This grant covers all the agreements and stipulations between Grantor and Grantee and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms or consideration for this grant. This Agreement, together with exhibits incorporated herein by reference, if any, embodies the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

## [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee herein have duly executed this Agreement to be effective on the date first set forth above.

	GRANTOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Print Name:	
	Bv:
Print Name:	By: Brandon Arrington, Chairman
ATTEST:	
Regla ("Mimi") Lamaute Manager of Board Services	
	Approved as to form and legality by legal counsel to the Central Florida Expressway
	Authority on this <u>day of</u> , 2024 for its exclusive use and reliance.
	2024 for its exclusive use and reliance.
	By:
	Angela Wallace
	General Counsel
STATE OF ) ) ss.	
COUNTY OF )	
On this, the day of	, 2024, before me, the undersigned Notary Public,
personally appeared in his/her capac	city as of [CORPORATE ENTITY and STATE
	ne identical person whose name is subscribed to the g authorized to do so, acknowledged to me that he executed
	d and as the free and voluntary act of [CORPORATE]
ENTITY], for the uses, purposes and consider	

Witness my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Printed: _____

Residing in _____County, Florida

My Commission Expires_____

## GRANTEE: CENTRAL FLORIDA PIPELINE, LLC

Print Name:

Print Name:

By:

Christa Robbins, Vice President

Date: _____

## STATE OF TEXAS

COUNTY OF HARRIS

On this, the ______ day of _____, 2024, before me, the undersigned Notary Public, personally appeared ______ in his/her capacity as ______ of Central Florida Pipeline, LLC, a Delaware limited liability company, known to me to be the identical person whose name is subscribed to the foregoing instrument and that he as such being authorized to do so, acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act of Central Florida Pipeline, LLC, for the uses, purposes and consideration set forth.

Witness my hand and Notarial Seal this _____ day of _____, 2024.

) ss.

Notary Public Printed:

(SEAL)

My Commission Expires

EXHIBIT "E" CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## UTILITY WORK SCHEDULE

Project:	County Road Number:
	City Road:
State Road No:	Project No:
Utility Agency/Owner (UAO)	
A. Summary of	Utility Work And Execution
Estimated Time (calendar days) Prior To CFX Project Construction During CFX Project Construction Total	
(CFX), the Highway Contractor, and other right-of-way users, the facilities, on this CFX project. The following data is based on CFX CFX or its contractor from the plans, as provided, may render this this utility may require additional days for assessment and negotiat beyond the control of the UAO that could not reasonably be anticip	ncy/Owner (UAO) to transmit to the Central Florida Expressway Authority location, relocation, adjustment, installation, and/or protection of their preliminary construction plans dated Any deviation by work schedule null and void. Upon notification by CFX of such change, ion of a revised work schedule. This UAO is not responsible for events bated by the UAO and which could not be avoided by the UAO with the grees to notify the CFX in writing prior to starting, stopping, resuming, or aining applicable permits required by the County.
UAO Project Representative:	Telephone Number:
UAO Field Representative:	Telephone Number:
<ul> <li>change has been made to the text of this document except through</li> <li>You MUST signify by selecting or checking which of the following an</li> <li>No changes to forms document.</li> <li>Appendix "Changes to Forms Document" is attached. N</li> <li>By signing below, the UAO requests permission from CFX to enter</li> <li>Property"), for the limited purpose of constructing the proposed ut</li> <li>described in Attachment A hereto. The UAO understands and a subsequent permit or amendment, by execution hereof, UAO here</li> </ul>	Number of Attachment Pages. r upon real property that the UAO represents is owned by CFX ("CFX's ilities in the area described in Section C hereof in the utility work area cknowledges that, without limiting anything contained herein or in any reby agrees to the terms and conditions of <i>Section 337.401, et. Seq.,</i>
	t of Transportation Utility Accommodation Manual, as modified from time sition and Permitting Procedures Manual, as modified from time to time o, and any Special Conditions set forth below.
Utility Agency/Owner:	Acceptance by CFX:
(Signature)	(Signature)
(Printed Name)	(Printed Name)
(Title)	(Title)
(Date)	(Date)

UTILITIES 04/18/2019

Page 1 of 10

Project:	County Road Number:
	City Road:
State Road No:	Project No:
Utility Agency/Owner (UAO):	
	ons / Constraints

UTILITIES 04/18/2019

Projec	t:				County Road Num	ber:				
					City Road:					
State Road No:					Project No:					
Utility	Agency/Owner (UAO):									
C.			Disposition	of Facilities (List /	All Existing & Propo	sed) on Project:				
ACT No.	UTILITY FACILITIES BY STATUS/	From Station/	To Station/		tivity Description	Dependent Activity	TCP Phase	Calenda	secutive endar Days	
110.	TYPE/SIZE/MATERIAL	Offset	Offset				Filase	Prior	During	
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2										
3										
4								_		
5 6										
7										
8										
9										
10										
11										
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22							+	+		
23 24										
24 25		+					+			
26										
20										
28							+			
29										
30		1								
31							1	1	1	
32			1							
33										
34										

UTILITIES 04/18/2019

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Projec	t:				County Road Num	ber:				
					City Road:					
State Road No:					Project No:					
Utility	Agency/Owner (UAO):									
C.			Disposition	of Facilities (List /	All Existing & Propo	sed) on Project:				
ACT	UTILITY FACILITIES BY STATUS/	From Station/	To Station/		tivity Description	Dependent Activity	ТСР	Consec Calenda	nsecutive endar Days	
No.	TYPE/SIZE/MATERIAL	Offset	Offset			Dopondontrioting	Phase	Prior	During	
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70		1						1		

UTILITIES 04/18/2019

Page 4 of 10

Projec	t:				County Road Num	ber:			
					City Road:				
State F	Road No:				Project No:				
Utility	Utility Agency/Owner (UAO):								
<b>C</b> .			Disposition	of Facilities (List A	All Existing & Propos	sed) on Project:			
ACT No.	UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL	From Station/ Offset	To Station/ Offset	Utility Work Ac	tivity Description	Dependent Activity	TCP Phase	Consec Calenda Prior	utive ar Days During
71									
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74									
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76									!
77									!
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87									

Page 5 of 10

#### **TERMS AND CONDITIONS**

By signing above, the UAO requests permission from CFX to enter upon CFX's Property's for the limited purpose of constructing the proposed utilities in the area described in Section C of this Utility Work Schedule in the utility work area described in **Attachment A** hereto ("Utility Work Area"). The UAO understands and acknowledges that, without limiting anything contained herein or in any other permit or amendment, by execution hereof, UAO hereby agrees to the terms and conditions of *Section 337.401, et. Seq.,* F.S., the 2017 edition of the Florida Department of Transportation UAM, the CFX Permit Policy, and these Terms and Conditions as follows:

- 1. The UAO represents and warrants that the information contained in this Utility Work Schedule is true, correct, and complete.
- 2. <u>Photographs</u>. Unless otherwise waived in writing by CFX, upon initial entry onto CFX's Property and prior to commencing any activity or work on CFX's Property, the UAO shall provide CFX with a minimum of six (6) photographs documenting the Utility Work Area.
- 3. It is expressly stipulated that this Utility Work Schedule is granting a license for permissive use only and that the placing of utilities, wires, cables, pipes, or other structures or alterations upon CFX's Property pursuant to this license shall not operate to create or vest any property right in the UAO ("License"). The granting of this License does not modify an existing executed subordination agreement with CFX.
- 4. <u>General Utility Work Conditions</u>. The UAO further agrees to the following conditions:
- a. The UAO shall or shall cause its agent to apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, regulations, and CFX criteria, policies, and procedures while working on CFX's Property, including, without limitation, the UAM and Permit Policy.
- b. Under no circumstances may the UAO block any CFX roadway or operation or impede or restrict the normal current or future operation of CFX or its Expressway System, as defined in Section 348.752, F.S. without the prior written consent and approval from CFX.
- c. Above-ground improvements are not allowed in CFX's limited-access property except as expressly approved by CFX in writing and in advance of any such work.
- d. All work, materials, and equipment located on CFX's Property shall be subject to inspection and approval by CFX at any time. Without limiting the foregoing, CFX may require the UAO to provide additional construction, engineering, and inspection oversight services by a third-party engineer acceptable to CFX to ensure that the utility work is performed in compliance with UAM, CFX Permit Policy, this Utility Work Schedule, any applicable laws, CFX standards and these Terms and Conditions.
- e. The UAO shall take any and all action reasonably necessary to ensure that the utility work does not interfere with the property and rights of a prior UAO or permittee or an existing structure, facility, utility, improvement, or use.
- f. In the event UAO encounters any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, the UAO shall immediately cease the utility work and notify CFX. Abnormal conditions may include discolored earth or groundwater, visible fumes or smoke, abnormal odors, excessively hot soil or water, tanks or barrels, or other conditions which appear abnormal. CFX shall notify the UAO of any suspension or revocation of this License to allow for contamination assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.
- g. If CFX reasonably determines that the utility work or any utility placed on CFX's Property, in whole or in part, unreasonably interferes in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the Expressway System, the UAO shall, upon receipt of oral or written notice, immediately alleviate the interference at no cost to CFX in accordance with the requirements of *Section 337.403, F.S.* As a condition for the issuance of this License, the UAO understands and acknowledges that in the event of such interference, CFX may require, in CFX's sole discretion, and the UAO hereby agrees to perform, or cause to be performed, any of the following, at the sole cost and expense of the UAO: (i) the removal or relocation of all structures, wires, cables, pipes, utilities, or other improvements within, under or over CFX's Property; (ii) immediate cessation of the Utility Work; (iii) restoration of CFX's Property; or (iv) such other work that alleviates interference. Such corrective action or cessation of activity must be completed within the time frame stated in the notice from CFX, unless otherwise mutually agreed upon by CFX and the UAO. This provision shall not be limited by the General Conditions set forth herein. This paragraph shall survive the termination or expiration of the Utility Work Schedule.
- h. The UAO shall not install, operate or maintain any utility on or near a CFX structure, expressway or facility that: (a) creates a hazard to the public; (b) affects the integrity of the CFX structure, expressway, or facility; (c) unreasonably hinders inspection and maintenance operations of the CFX structure, expressway, or facility; (d) alters the aesthetics of CFX structures, expressways, or facilities placed in aesthetically sensitive environments; (e) damages any CFX structure's reinforcement or stressing ducts or strands; (f) attaches to CFX bridge girders; (g) resides inside a CFX box girder; (h) lowers the CFX structure's vertical clearance; (i) restricts the CFX structure's ability to expand and contract.
- 5. <u>General Conditions</u>
- a. The UAO shall comply with all state, federal and local rules and regulations, as applicable to the permitted facilities and work performed pursuant to the Utility Work Schedule, which includes: any and all federal, state, and local laws, bylaws, ordinances, rules regulations, orders, permits, or decrees including environmental

laws, rules, regulations, permits, the UAM and the CFX Permit Policy. When a CFX requirement is more stringent than those of other agencies, the UAO shall comply with the CFX requirement.

- b. The UAO shall be required to comply with the requirements set forth herein post construction, including, but not limited to those applicable to operation and maintenance. The post-construction obligations of the city or county, as applicable, shall commence upon completion of final inspection by CFX. CFX shall provide the city or county, as applicable, with written notice of such date. The city or county, as applicable, shall be entitled to observe CFX's final inspection and shall inform CFX of any apparent failure to comply with the terms of the permit by the UAO; provided, the final determination of compliance by the UAO shall be made by CFX. This paragraph shall survive the termination or expiration of the Utility Work Schedule.
- c. In the case of non-compliance with CFX's requirements in effect as of the date this Utility Work Schedule is approved, the Utility Work Schedule shall immediately terminate upon oral or written notice from CFX and the utility work will have to be brought into compliance or removed from CFX's property at no cost to CFX within the timeframe requested by CFX. This provision shall not limit the authority of CFX pursuant to Section 337.403, F.S., or any other law. In the event of failure to so comply within the specified time by CFX, CFX may restore CFX's Property and the UAO shall be responsible for all removal and restoration costs. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- d. Damage to CFX. Pursuant to Section 337.402, F.S., when any CFX's Property is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on CFX's Property, the UAO shall, at their own expense, restore CFX's Property to its original condition before such damage. If the UAO fails to make such restoration, CFX is authorized to do so and charge the cost thereof against the UAO under the provisions of Section 337.404, F.S. Pursuant to Section 337.401(2), F.S, the UAO is responsible for damage resulting from the execution of this Utility Work Schedule. CFX may initiate injunctive or other legal proceedings to enforce provisions of this subsection. This section shall not be applied to damage or impairment shown in the Utility Work Schedule. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- e. When the operation of any CFX Expressway System property is damaged or impaired or loses revenue in any way because of or related to this Utility Work Schedule or the installation, inspection, or repair of a utility located on CFX's Property, the UAO is responsible for all damage and lost revenue resulting therefrom. CFX may initiate injunctive or other legal proceedings to enforce the provisions of this subsection. However, said liability is limited to the requirements of *Section 768.28, F.S.* for any governmental agency. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- f. After the expiration of the term of this Utility Work Schedule, any entry onto CFX's Property may require a new application, unless such term is extended by CFX in writing.
- 6. Special Conditions for Underground Activity.
- a. <u>As-Built Documentation</u>. In the event permanent improvements are installed on CFX's Property, the UAO shall provide As-Built documentation of the completed installation of utility work within ninety (90) days of completion of utility work. As-Built documentation shall include plans signed and sealed by a professional engineer licensed in the State of Florida as well as GIS Inventory data outlined in section *612 GIS Inventory* of the CFX ITS Specifications.
- b. Locator Services. In connection with retention of any locator services, the UAO shall register with the applicable Florida One Call agency per *Chapter 556, F.S.* The UAO, at its expense, will be responsible for performing utility locates for its improvements within CFX's right-of-way on behalf of any party needing such locates, to protect the systems from accidental cuts and dig-ups. Prior to performing a utility locate, the UAO shall coordinate with CFX staff listed below, and arrange a mutually convenient time for the utility locate in the presence of CFX. The UAO understands and agrees that accidental cuts and dig-ups may occur causing damage to its improvements, and that the UAO is solely responsible for repairing such damage. No liability shall be imposed upon CFX for any damage to improvements in, on, under or over CFX's Property, unless directly caused by the sole negligence of CFX. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- 7. <u>Coordination</u>. The Utility Work shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact via email and cooperation with:

<u>Name/Title</u>	<u>Email</u>	Telephone No.
Jack Burch, CFX Resident Engineer-Construction Manager	Jack.Burch@CFXWay.com	407-690-5339
and		

at least 72 hours in advance to assist in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

8. <u>Restoration of Site; Final Site Inspection</u>. The UAO shall be responsible for any and all costs related to the utility work, including, but not limited to, installation, operation and removal and restoration of equipment on CFX's Property. At the UAO's sole cost and expense, the UAO shall remove from CFX's Property all materials generated during its activities within CFX's Property and the UAO shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, the UAO agrees to promptly repair any and all damage to CFX's Property caused by the Utility Work with specific attention to surface sod, concrete, and asphalt. Restoration of CFX's Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of the utility work, including restoration, the UAO shall contact CFX staff listed above, who shall inspect the CFX's Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain

said notice of satisfaction may result in pursuit by CFX against the UAO, its contractors or agents for damages and costs associated with proper restoration of CFX's Property. In the event of failure to restore CFX's Property within the specified time, CFX may restore CFX's Property and the UAO shall be responsible for all removal and restoration costs. This paragraph shall survive the termination of expiration of this Utility Work Schedule.

- Indemnification. Unless specifically prohibited or limited by statute, the UAO shall indemnify, defend and hold 9. CFX (which used herein includes CFX and its past, present and future employees, officers and Board members and any of their successors and assigns) harmless and shall cause its contractors and agents to indemnify, defend and hold CFX harmless from and against any and all lawsuits, actions, proceedings claims, demands, losses, costs, expenses, fines, fees (including attorneys' fees at the trial or appellate level), judgments, liabilities, damages, injuries (including death) which arise from or may be related to the utility work or this Utility Work Schedule, or the privileges granted thereby, including but not limited to construction, maintenance, use, or occupancy of CFX's Property or ingress and egress to or from CFX's Property, either directly or indirectly, and are caused in whole or in part by the acts, omissions or negligence of the UAO or its employees, contractors, or agents, excepting only those claims arising from the sole negligence of CFX, its officials, or employees. Legal counsel provided to CFX must be acceptable to CFX. This obligation to indemnify and defend CFX includes, but is not limited to, any cost or expense to CFX due to delay caused by the UAO to a CFX contractor. However, said indemnification as applied to the UAO as a governmental agency is limited to that allowed by law. This paragraph shall survive the termination or expiration of this Utility Work Schedule
- 10. <u>Sovereign Immunity</u>. Nothing contained in this Utility Work Schedule shall be construed as a waiver or attempt at a waiver by CFX or any UAO, if said UAO is a governmental agency, of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- 11. Insurance Requirements. Except as otherwise waived by CFX in writing, the UAO shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the activities of the UAO and those of any and all subcontractors (including officers, 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. Compliance with the insurance requirements below shall not relieve or limit the UAO's liabilities and obligations under this Utility Work Schedule. 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 obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance or 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 are in compliance with the requirements.
- a. The UAO shall require all insurance policies in any way related to the utility work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The UAO shall require sub-contractors, by appropriate written agreements, to include 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 UAO agrees to notify the insurer and obtain an endorsement for a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. All insurance coverage required of the UAO shall be primary over any insurance or self-insurance program carried by CFX.
- b. The UAO, at UAO's expense, shall provide evidence of all required coverages by providing CFX a certificate of insurance and any applicable endorsements, setting out the current limits of its Commercial General Liability, Business Automotive Liability, and Worker's Compensation Coverage insurances. Unless otherwise waived in writing by CFX, the UAO shall, at a minimum, provide the following coverages:
  - <u>Commercial General Liability</u>: 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. CFX shall be listed as an additional insured utilizing an endorsement Form. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the UAO, and its employees, contractors, agents and sub-contractors.
  - ii. <u>Business Automobile Liability</u>: 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 UAO does not own automobiles, the UAO 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. CFX shall be listed as an additional insured utilizing an endorsement Form. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the UAO, and its employees, contractors, agents and sub-contractors.
  - iii. <u>Workers' Compensation Coverage</u>: 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 minimum policy coverage by disease. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the UAO, and its employees, contractors, agents and sub-contractors.

#### iv. CHECK ALL APPLICABLE ADDITIONAL INSURANCE REQUIREMENTS

_____ Railroad Insurance, as set forth in the attached Addendum, if applicable, is required if the Work Area encompasses any part of a railroad track or facility.

Pollution Legal/Environmental Liability Insurance (CPL), as set forth in the attached Addendum, if applicable, is required for any activities involving or related to hazardous waste.

_____ Excess or Umbrella Coverage in the amount of \$______ is required if the cost of the Utility Work or the potential impact to CFX is greater than the CGL coverage.

- c. No later than thirty (30) days prior to the expiration of the Certificate of Insurance, the UAO shall provide CFX with a renewed Certificate of Insurance.
- d. If requested by CFX in writing, the UAO shall provide performance and payment bonds with penal sums in the full contract value of the utility work. CFX shall be named as an obligee, or the performance and payment bonds shall include a dual obligee rider, naming CFX as an obligee. The performance and payment bonds, along with all riders, modifications, and so forth, shall be in forms satisfactory to CFX.
- 12. <u>Assumption of Risk; Release</u>. The UAO, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Utility Work Schedule or on or around CFX's Property. The UAO, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which the UAO and its employees, contractors, or agents may suffer or incur in connection with the utility work or Utility Work Schedule. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- 13. <u>Reservation of Rights</u>. CFX expressly reserves all rights to pursue any claims it may have against the UAO, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the UAO, its employees, contractors, or agents within CFX's Property. In the event that the UAO fails to comply with the terms of this Utility Work Schedule, CFX has the right to immediately terminate the Utility Work Schedule upon oral or written notice. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- 14. <u>Governing Law</u>. All parties agree that this Utility Work Schedule and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Utility Work Schedule or any provision hereof shall be instituted and maintained only in the courts of Orange County, Florida. This paragraph shall survive the termination or expiration of the term of this Utility Work Schedule.
- 15. Notice. Except as otherwise provided herein, all written notices required to be delivered to the UAO or CFX shall be delivered via certified mail return receipt requested to the respective parties at the following addresses: (a) with respect to the UAO, to the address provided on page 1; and (b) with respect to CFX, to CENTRAL FLORIDA EXPRESSWAY AUTHORITY, 4974 ORL Tower Road, Orlando, FL 32807-1684, Attention: Chief of Infrastructure, with a copy to the same address, but to the Attention of CFX's General Counsel. This paragraph shall survive the termination or expiration of this Utility Work Schedule.
- 16. <u>Authorized Signatories</u>. The UAO represents and warrants that the person signing below is duly authorized to sign this Utility Work Schedule to which the UAO and its employees, contractors, and agents will be duly bound.
- 17. <u>Termination</u>. This Utility Work Schedule is terminable at will by the CFX. Unless terminated sooner, this Utility Work Schedule expires upon the earlier of: (a) the termination date; (b) completion of utility work, including restoration; (c) expiration of the required insurance, unless a renewal of the insurance certificate is provided prior to said expiration; or (d) written or oral notice by CFX. Upon such termination, CFX may require the UAO to remove any utilities at UAO's sole cost and expense.
- 18. <u>Assignment</u>. This Utility Work Schedule and the license granted herein may not be assigned without the written consent of CFX.
- 19. <u>Recording.</u> The Parties agree that neither this Utility Work Schedule nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.
- 20. <u>Counterparts and Digital Signatures</u>. This Utility Work Schedule may be executed in multiple counterparts, including by electronic or digital signatures in compliance with *Chapter 668, F.S.*, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.
- 21. <u>Eligibility.</u> The UAO warrants that it has fulfilled all of the terms and conditions in prior CFX permits, including the delivery of as-built construction plans. If the UAO has not fulfilled all of the requirements of a prior CFX permit, the UAO will not be eligible to apply for a new permit. Upon satisfaction of all of a prior or existing permit's terms and conditions, the UAO will become eligible to apply for a new permit.
- 22. <u>Expiration due to Inactivity</u>. In the event the UAO fails to respond to requests for additional information within sixty (60) days, the permit application shall automatically expire.
- 23. Cost of Unauthorized Lane Closures; Damage. The cost of a lane closure without CFX's prior written approval is \$1,000 per minute per lane. In the event of an unauthorized lane closure, CFX shall provide the UAO an invoice detailing the time, date, location and duration of the unauthorized lane closure and the fee for such closure. The UAO agrees to pay CFX the cost of any unauthorized lane closure within thirty (30) days of an invoice from CFX. When any CFX's Property is damaged or impaired in any way because of the activities arising from or related to this Utility Work Schedule, the UAO shall, at their own expense, restore CFX's Property to its original condition before such damage. If the UAO fails to make such restoration, CFX is

UTILITIES 04/18/2019

Page 10 of 10

authorized to do so and charge the cost thereof against the UAO. This paragraph shall survive the termination or expiration of this Utility Work Schedule.

## EXHIBIT "F"

A
<b>KINDER</b> [*] MORGAN
RINDEN
/

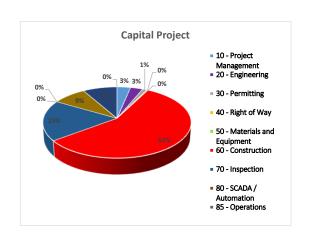
16 CFPL Pipeline Relocation (CFX 538-235, SR 538
Poinciana Parkway Segment 2)/Project#
JP2103006

Project Scope of Work:

Provide a cost estimate for line survey, topography, detailed engineering, permitting, and land agent support for approx. 5,500 ft. 16" Central Florida Pipeline (CFPL) open cut relocation project and casing extension at US 92.

CER #	n/a
AFE #:	302973
Project Title:	16 CFPL Pipeline Relocation (CFX 538-235, SR 538
Fioject file.	Poinciana Parkway Segment 2)/Project# JP2103006
Revision:	5
Entity:	CFPL
Location:	Central Florida
	Reimbursable - Construction Agreement - Includes
	remaining portion of Preliminary Engineering, All of
Project Type:	Relocation Construction, Construction Inspection, and
noject type.	ROW Inspection during all other 3rd party contractors
	and CFX encroachment work that encroaches upon the
	CFPL pipelines.
Requestor:	Dan Jacobsen
Estimate Phase:	AFE/Budgetary
Budget Type:	Reimbursable (CC)
Project Manager/Estimator:	Dan Jacobsen
Estimate Date:	12/1/2023

Category	Capital Project	Retirement Project	
10 - Project Management	\$148,200	\$10,374	
20 - Engineering	\$135,000	\$0	
30 - Permitting	\$50,000	\$0	
40 - Right of Way	\$12,169	\$0	
50 - Materials and Equipment	\$0	\$0	
60 - Construction	\$2,576,900	\$595,200	
70 - Inspection	\$835,200	\$0	
80 - SCADA / Automation	\$0	\$0	
85 - Operations	\$0	\$0	
90 - General			
Contingency	\$375,747	\$60,557	
Reimbursale Project Overhead	\$375,747	\$60,557	
Tax	\$0	\$0	
Capital Project Subtotal	\$4,508,963		
Retirement Project Subtotal		\$726,689	
Project Total	\$5,23	\$5,235,652	



#### Notes / Assumptions:

1	Central Florida Expressway Authority (CFX) will acquire new CFPL ROW
2	CFX project will only take 2.5 years to complete from the date of this cost estimate - December 1, 2023.
3	Only 1 fullitme inspector on average will be required to monitor 3rd party encroachements related to the CFX roadway project.
4	0
5	0
6	0

		<i>M</i>
CER #:	n/a	KINDER MORGAN
AFE / PRN #:	302973	
Project Title:	16 CFPL Pipeline Relocation (CFX 538-235, SR 538 Poinciana Parkway Segment 2)/Project# JP2103006	16 CFPL Pipeline Relocation (CFX 538-235, SR 538 Poinciana Parkway
Revision:	5	Segment 2)/Project# JP2103006
Entity:	CFPL	
		Project Scope of Work:
Project Type:	Engineering All of Relocation Construction Construction Inspection and ROW Inspection	Provide a cost estimate for line survey, topography, detailed engineering, permitting, and land agent support for approx. 5,500 ft. 16" Central Florida Pipeline (CFPL) open cut relocation project and casing extension at US 92.
	CFPL ninelines Dan Jacobsen	
Estimate Phase:	AFE/Budgetary	
Budget Type:	Reimbursable (CC)	
Project Manager/Estimator:	Dan Jacobsen	
Estimate Completion Date:	12/1/2023	

PHASE CATEGORY	DESCRIPTION	UNIT COST	UNITS	QUANTITY	TOTAL COST	RETIREMENT COST	BASIS
	Project Management (KM Employee) (Asume 20% time allocation).	\$ 30,000.00	Year	2.5	\$75,000	\$5,000	2.5 Year CFX Roadway Project
0 - Project Management	Project Controls Support (KM Employee)	\$ 10,000.00		2.5	\$25,000		2.5 Year CFX Roadway Project
M Labor Only)	Benefits Rate 48.20% of direct labor - Project Management & Project Controls Support	\$ 51,574.00	Year	2.5	\$ 48,200.00	\$ 3,374.00	2.5 Year CFX Roadway Project
			Project N	lanagement Subtotal	\$148,200	\$10,374	
			Frojectin		\$140,200	\$10,574	
	Engineering Consultant - Survey, Design Engineering, Project Management, Geotechnical Services	\$ 135,000	Each	1	\$135,000		Based on unpaid portion of PO4807419-38 on 12/1/23, adjusted 9/7/23 for delay in preliminary engineering.
) - Engineering							
			1	Engineering Subtotal	\$135,000	\$0	
		1		1	1	-	
30 - Permitting	Wetland/Waters Review, Cultural Resources, Endangered Species, NPDES Construction GP, Hydrotest Discharge Permit, State Environmental Land Disturbance Permits, SWPP, Local and County Environmental Land Disturbance Permits	\$ 50,000.00	Lot	1	\$50,000		Per Kinder Morgan Permitting Specialist - Cody Mikeska
				Permitting Subtotal	\$50,000	\$0	
	Land Agent (KM Employee)	\$ 4,500.00	Lot	1	\$4,500		Per Kinder Morgan Land Agent - Tony Garcia
	Benefits Rate 48.20% of direct labor - Land Agent (KM Employee)	\$ 2,169.00		1	\$4,300		Per Kinder Worgan Land Agent - Tony Garcia
	Land Agent (Contractor)	\$ 5,500.00		1	\$5,500		ACCT CAT 50413
) - Right of Way							
				Right of Way Subtotal	\$12,169	\$0	
				agine of they subtotal	Ş12,105		
	Mechanical						
) - Materials and Equipment					\$0 \$0		
and Equipment	10% Freight & 8.25% Tax		18.25%		\$0		
			P	rocurement Subtotal	\$0	\$0	
	Primary Contractor		1	1	1	[	
	LE Bell provided ROM/Budgetary Cost Estimate based on 30% plans. 16CNF Relocation	\$ 2,173,000.00	Lump Sum	1	\$2,173,000	\$595,200	
	LE Bell provided ROM/Budgetary Cost Estimate based on 30% plans. Casing Extension	\$ 248,900.00	Lump Sum	1	\$248,900	\$0	
) - Construction	AC/CP Design & Mitigation - Per Quote from Daren Stewart. Installed post pipe relocation.	\$155,000	1	1	\$155,000	\$0	
	rejer besign a mitigation frei quote nom baren stewart, instanca post pipe relocation.	\$155,000				φo	
				Construction Subtotal	\$2,576,900	\$595,200	
	CFPL Construction Inspection - 16CNF Relocation	\$ 5,800.00	Week	12	\$69,600	[	
	CFPL Construction Inspection - Casing Extension	\$ 5,800.00		2	\$11,600		
) - Inspection	ROW Inspection of Encroachment Activity related to CFX Project. (Assume average of 1 inspector onsite for 2.5 years of CFX project construction)	\$ 301,600.00	Year	2.5	\$754,000		CFX may coordinate their contractors and subcontractors to minimize this cost.
	· · · · · · · · · · · · · · · · · · ·	,		Inspection Subtotal	\$835,200	\$0	
		1		1	1	-	
0 - SCADA / Automation							
	Scada / Automation Subtota	1			\$0	\$0	
5 - Operations							
- operations	Operations Subtota	1			\$0	\$0	
				PROJECT SUBTOTAL:	\$3,757,469	\$605,574	
0 - General	AFUDC	\$-	Month		\$0	\$0	
	Contingency Reimbursable Project Overhead (Per FERC Regulation and provided by Accouning)	109			\$375,747 \$375,747	\$60,557.40 \$60,557	Per 2021 Overhead Rates
1 - Reimbursable	Reinibulsable Froject Overnead (Per FERC Regulation and provided by ACCOUNING)	109				\$60,557 \$0	
			TOTAL COST: TOTAL RETIRE	MENT COST	\$4,508,963		
	Natas ( Assumptions)			OCATION COST:	\$726,689 \$5,235,652		
	Notes / Assumptions: 1 Central Florida Expressway Authority (CFX) will acquire new CFPL ROW		I UTAL REL	OCATION COST:	ə,235,652		
	1 Central Fionua Expressway Authority (CFX) will acquire new CFPE ROW						

Central Florida Expressway Authority (CFX) will acquire new CFPL ROW
 CFX project will only take 2.5 years to complete from the date of this cost estimate - December 1, 2023.
 Only 1 fullitme inspector on average will be required to monitor 3rd party encroachements related to the CFX roadway project.
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 Only 1 fullitme inspector on average will be required to monitor 3rd party encroachements related to the CFX roadway project.

## MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Angela J. Wallace General Counsel

DATE: May 6, 2024

SUBJECT: 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 ("CFX Surplus Property") to Konover Acquisitions Corporation

## BACKGROUND

Upon recommendation of the Right of Way Committee and CFX staff, Parcel Nos. 62-161, Part A, Portion 1 (Tract D), and 62-161, Part B, Portion 2 (Tract C), were declared to be surplus property by the CFX Board, on February 10, 2022 (Item 12) and Parcel Nos. 62-161 Part A, Portion 2, and 62-161 Part B, Portion 3 were declared to be surplus property by the CFX Board, on February 8, 2024 (Item 11), following the determination that the CFX Surplus Property was not needed to support the existing Expressway System and no longer essential for present or future construction, operation or maintenance of the Expressway System or for essential CFX purposes.

The CFX Property Acquisition, Disposition, & Permitting Procedures Manual states that "CFX may engage in an inequitable sale of Surplus Property to an adjacent property owner by a negotiated sale, regardless of price, if the sale of Surplus Property to another property owner would unfairly or unjustly impact the adjacent affected property owner. If more than one adjacent property owner desires to purchase the property, it shall be sold by a public sale." Pursuant to the CFX Property Acquisition, Disposition, & Permitting Procedures Manual, negotiated sales of property valued above \$50,000 must be reviewed by the Right of Way Committee and approved by the CFX Board.

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



ROW Committee May 6, 2026 Page 2

Since August 2018, Konover Acquisitions Corporation ("Konover") has had a binding contract to purchase certain real estate from Ocoee Development IV, LLC., including, but not limited to, Tracts 8 and 9 which are adjacent to the CFX Surplus Property. Konover's planned development is part of the 74-acre land use plan, approved by the City of Ocoee, for the Ocoee Village Center Development. Konover cannot complete its development as planned without the CFX Surplus Property. Pursuant to the Konover-Ocoee Development IV contract, closing on certain parcels for the planned development is contingent upon acquisition of the CFX Surplus Property. Ocoee Development IV has failed to acquire the CFX Surplus Property. Hence, Konover has submitted a written request and is seeking approval to purchase the CFX Surplus Property for the sum of \$730,790, as the sole adjacent property owner, subject to Konover first closing on the purchase of Tracts 8 and 9 from Ocoee Development IV. Konover's request is attached hereto as **Attachment A.** 

There are no other adjacent property owners and the sale of the CFX Surplus Property to a person or entity other than Konover would unfairly and/or unjustly impact Konover's ability to complete its planned development of the adjacent property consistent with the land use plan, approved by the City of Ocoee, for the Ocoee Village Center Development.

## **REQUEST**

A recommendation of the Right of Way Committee for CFX Board's approval of the Real Estate Purchase Agreement between CFX and Konover Acquisitions Corporation for 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 for \$730,790 in the form attached as **Attachment B**, subject to minor or clerical modifications or revisions approved by CFX's General Counsel.

## **ATTACHMENTS**

- A. Konover Acquisitions Corporation Letter of Interest
- B. CFX-Konover Real Estate Purchase Agreement (with Exhibits)

Attachment "A"



431 Fairway Drive Suite 201 Deerfield Beach, FL 33441 phone 954.354.8282 fax 954.354.8283

www.konoversouth.com

May 1, 2024

Ms. Angela J. Wallace General Counsel Central Florida Expressway Authority 4974 Orl Tower Road Orlando, Florida 32807

Re: Request to Purchase Surplus Property as Adjacent Property Owner under CFX's Inequitable Sale Policy

Dear Angela,

If I may, I would like to start with the big picture first, and I want to attempt show how the CFX surplus property fits into the big picture. The big picture is that the CFX surplus property is an integral component for the completion of a very important project for the City of Ocoee and the surrounding community. The CFX surplus property is within a 74 acre Planned Unit Development called Ocoee Village Center, which contains 320 luxury apartments, 232 townhouses, and four corners of commercial development, including a planned national grocery store on the southwest corner of the development where the CFX surplus property is located. A copy of the most current land use plan approved by the City of Ocoee is attached as Exhibit A.

The backbone of the whole 74 acre Ocoee Village Center Development, and arguably the most important element, was the relocation of "old" North Lakewood Avenue, from an oddly configured and very inefficient layout, as shown on Exhibit B, to the vastly improved multilane "new" North Lakewood Avenue shown on Exhibit A. The ability to relocate "old" North Lakewood to "new" North Lakewood was critical to the project, as approved by the City.

Exhibit C is a copy of Ocoee City Ordinance 2020-024 which approved the Ocoee Village Center PUD. Please note Page C-2.1 of the approved civil plans, the "Right of Way Exchange Plan," which details the plan to complete the relocation of "old" North Lakewood to the "new" North Lakewood. The Expressway Authority has already helped complete a portion of this plan by conveying to the City of Ocoee the areas shown in purple on the attached Lakewood Avenue & Clarcona-Ocoee Road R/W Exchange Exhibit, attached as Exhibit D. The "new" North Lakewood Avenue is complete and open to traffic. The hope is to complete the "Right of Way Exchange Plan" contained in Ocoee City Ordinance 2020-024.

Now, drilling down to some of the details. Konover Acquisitions Corporation is the nominee affiliate of Konover South, a Deerfield Beach, Florida based owner and operator of income producing real estate whose affiliated entity, The Simon Konover Co., has been in business for more than sixty years. Ocoee Development IV, LLC, was the master developer for the overall 74 acre project. Referring to Exhibit D, Konover Acquisitions Corporation has had Tracts 8 and 9 under contract with Ocoee Development IV, LLC, since August 22, 2018. At that time, Konover also had Tract NC1, Tract NC2, and Tract SC2 under contract with Ocoee Development IV, LLC. On December 20, 2018, all these parcels were consolidated into one purchase agreement via the 1st Amendment to the purchase agreement. The original purchase agreement, and six amendments to the purchase agreement are attached as Exhibit E. We purchased Tract SC2 on March 12, 2021, and we are currently under development with a retail project on the parcel. We are still under contract for the other parcels, including Tracts 8 and 9.

We refer to Tracts 8 and 9, the surplus property, and the old Lakewood right of way owned by the City of Ocoee, as the Southwest Corner. Our purchase agreement provided for Ocoee Development IV, LLC to acquire the surplus property from CFX, have the City of Ocoee vacate the old North Lakewood right of way, and convey the whole 7.99 acre parcel to us. See Exhibit F for the land description. Unfortunately, Ocoee Development IV, LLC has had operational and financial issues and is unable to purchase the surplus property from CFX, leaving it to us to accomplish, which we have been attempting to do for some time now.

We recently signed a ground lease with a national grocery chain to build a grocery store on the Southwest Corner. A site plan of the proposed grocer is attached as Exhibit G. This site plan is not possible with being able to acquire the surplus property. Being able to develop this grocery store is critical to attract tenants for the remaining commercial corners and to serve the residents. Accordingly, we are requesting to purchase the surplus property as the adjacent property owner under CFX's inequitable sale policy. We will leave the mechanics to you, but we will close on Tracts 8 and 9 on the Southwest Corner prior to closing with CFX for the surplus property. We would then work with the City of Ocoee to vacate the old Lakewood Avenue right of way. Our proposed purchase price for the surplus property is \$730,790.00.

Thank you for your consideration. Please call me with any questions.

Sincerely, KONOVER ACQUISITIONS CORPORATION

lift m. Edar

Robert M. Bedard Senior Vice President, Development

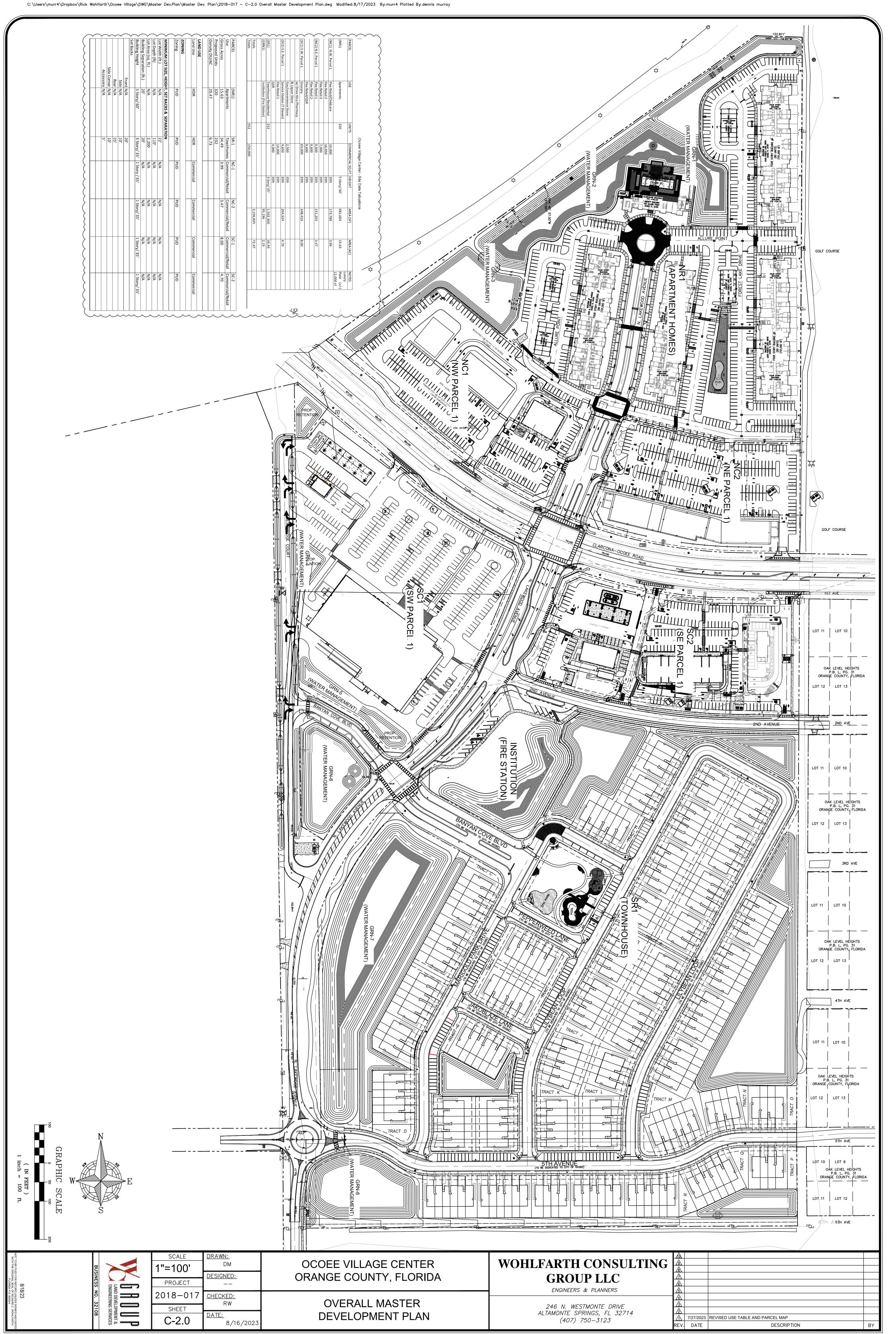


EXHIBIT A



DOC # 20200530920 10/12/2020 07:29 AM Page 1 of 20 Rec Fee: \$171.50 Deed Doc Tax: \$0.00 Mortgage Doc Tax: \$0.00 Intangible Tax: \$0.00 Phil Diamond, Comptroller Orange County, FL Ret To: CSC INC

ORDINANCE NO. 2020-024 (Amendment to the Ocoee Village Center PUD)

> AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, APPROVING A SUBSTANTIAL AMENDMENT TO THE LAND USE PLAN FOR OCOEE VILLAGE CENTER PUD FOR CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 73.17 ACRES LOCATED ON THE NORTH AND SOUTH SIDES OF CLARCONA OCOEE EAST SR ROAD, SIDE OF 429 EXPRESSWAY, NORTH/SOUTH AND EAST SIDES OF NORTH LAKEWOOD AVENUE, AND AT THE **EASTERN** TERMINUS OF FULLERS CROSS ROAD AND NORTH LAKEWOOD AVENUE; FINDING CONSISTENCY WITH THE OCOEE COMPREHENSIVE PLAN; REPEALING **INCONSISTENT ORDINANCES;** PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of certain real property located within the corporate limits of the

City of Ocoee, Florida, as hereinafter described owner (the "Owner"), has submitted an application to the City Commission of the City of Ocoee, Florida (the "Ocoee City Commission") to approve an amendment (the "Amendment") to the Ocoee Village Center PUD, as approved by the Ocoee City Commission on June 18, 2019 (the "PUD");

WHEREAS, the Amendment was scheduled for study and recommendation by the

Development Review Committee ("DRC") on February 10, 2020; and

WHEREAS, the DRC recommended approval of said Amendment; and

WHEREAS, the Amendment was scheduled for study and recommendation by the Planning and Zoning Commission of the City of Ocoee ("P&Z") on February 11, 2020; and

WHEREAS, on February 11, 2020, the P&Z held an advertised public hearing on the Amendment and, after discussion, recommended approval of the amendment; and

WHEREAS, on October 6, 2020, the Ocoee City Commission has held an advertised de novo public hearing with respect to the proposed Amendment and this Ordinance and determined that the amendment to the PUD is consistent with the City of Ocoee Comprehensive Plan, as amended; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3), Florida Statutes.

# NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

**SECTION 1.** <u>Authority</u>. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 2. <u>Amendment to PUD</u>. The Amendment to the PUD, as prepared by Wohlfarth Consulting Group, LLC, Engineers and Planners, date stamped received by the City of Ocoee on December 9, 2019, with such additional revisions thereto, if any, as may be reflected in the minutes of the City Commission of the City of Ocoee meeting approving same, is hereby approved, subject to the Conditions of Approval as first approved on February 10, 2020. The Amendment to the PUD is attached hereto as <u>Exhibit "A"</u>, and by this reference made a part hereof. As described herein, the Amendment to the PUD amends the previously approved PUD for Ocoee Village Center PUD, as indicated on said Amendment. All references to the PUD or the Amended PUD for Ocoee Village Center PUD shall hereafter refer to the previously approved PUD for Ocoee Village Center PUD as amended by the attached Amendment to the PUD. **SECTION 3.** <u>Ocoee Comprehensive Plan</u>. The Ocoee City Commission hereby finds that this Ordinance is consistent with the Ocoee Comprehensive Plan.

**SECTION 4**. <u>Inconsistent Ordinances</u>. All ordinances or parts of ordinances in conflict or inconsistent herewith are repealed and rescinded as of the effective date of this Ordinance.

**SECTION 5.** <u>Severability.</u> If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

**SECTION 6.** <u>Effective Date</u>. This Ordinance shall become effective ten (10)

days after its passage and adoption.

ATTEST

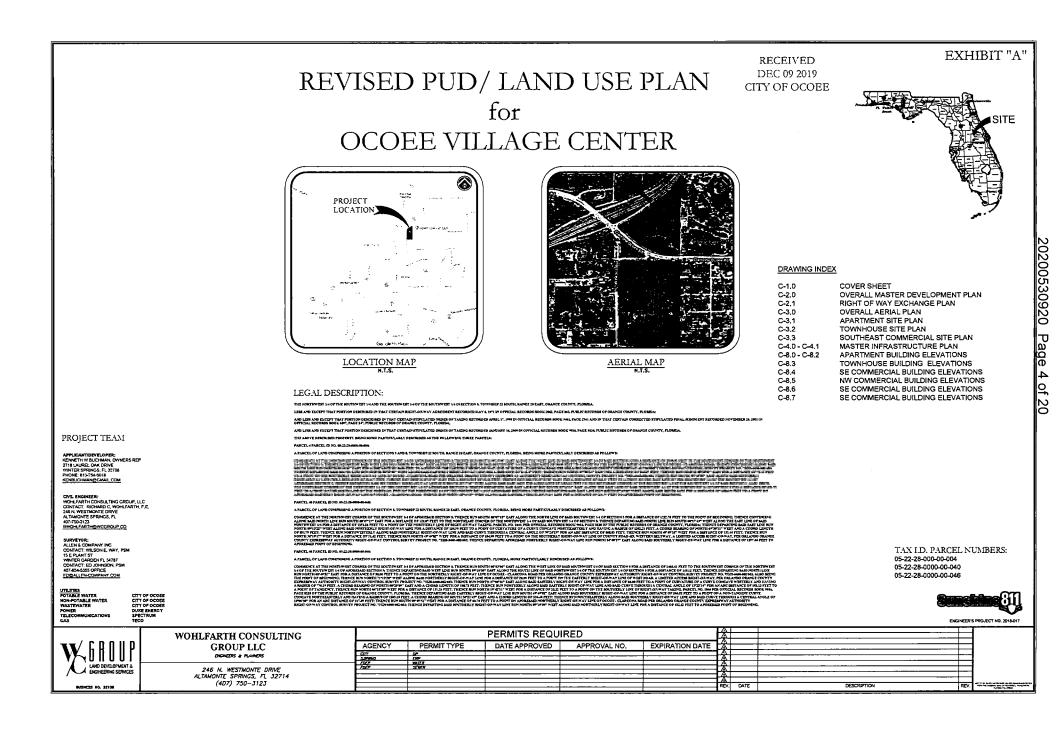
Melanie Sibbitt, City Clerk (SEAL)

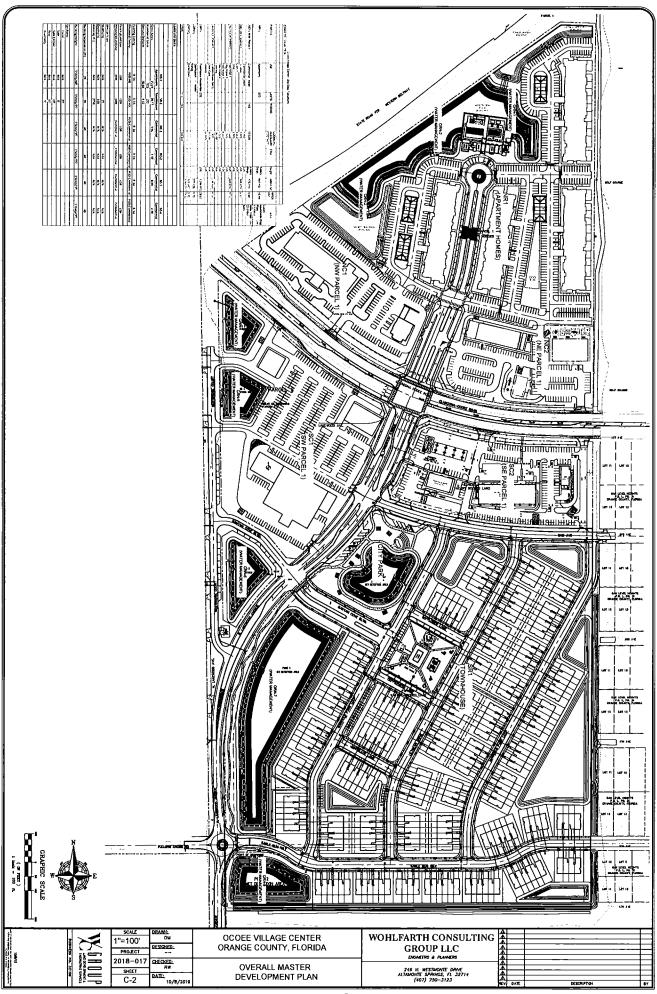
**CITY OF OCOEE, FLORIDA** 

Rusty Johnson, Mayor

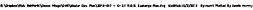
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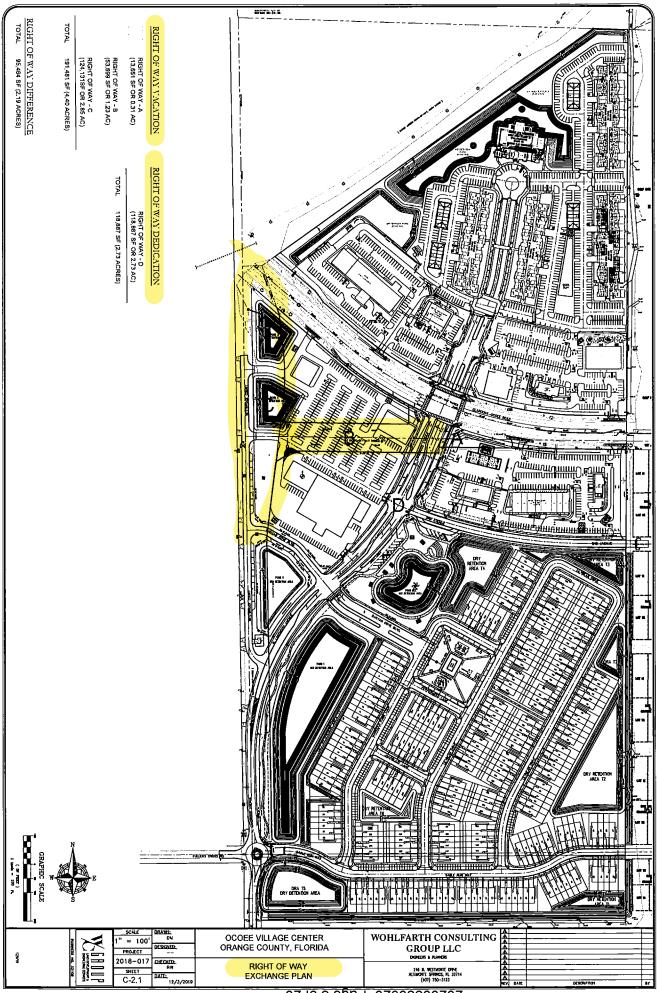
FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY this <u>a</u> day of <u>201</u>, 2020. Shuffield Lowman & Wilson, P.A. By: <u>City Attorney</u>



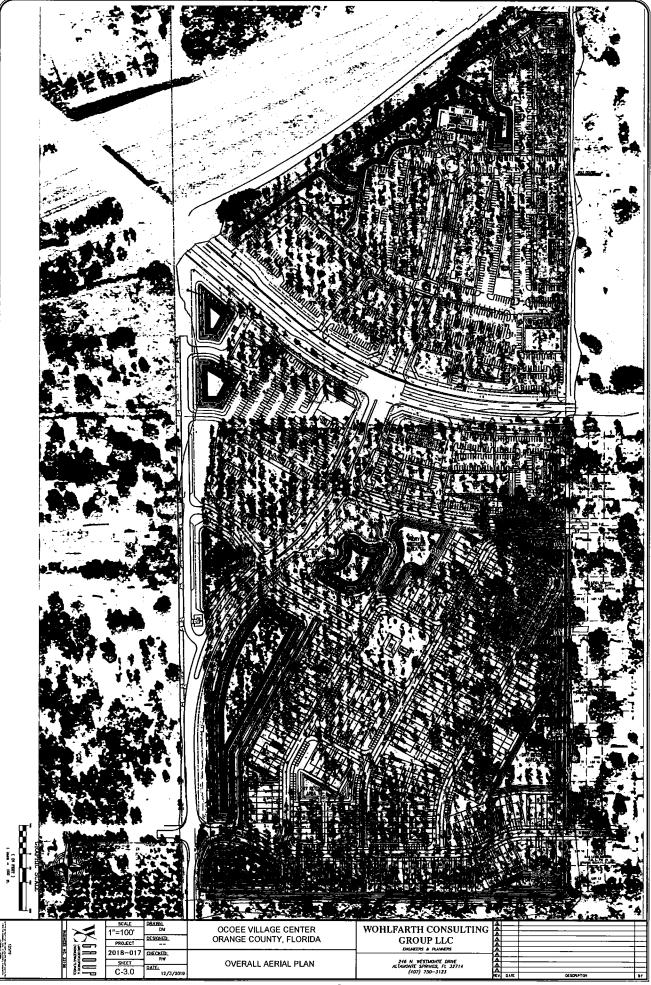


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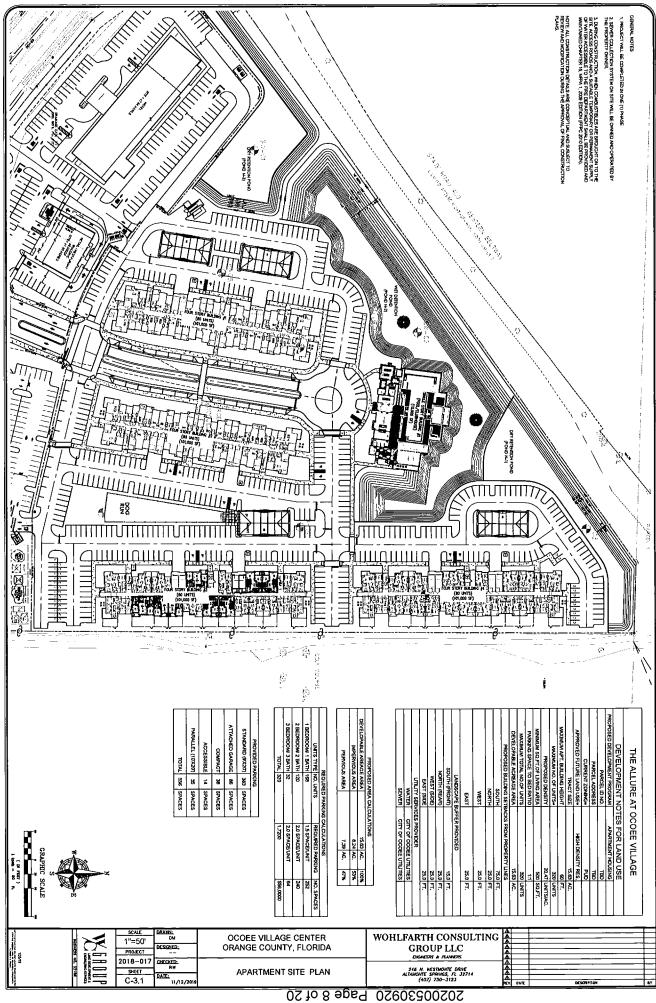


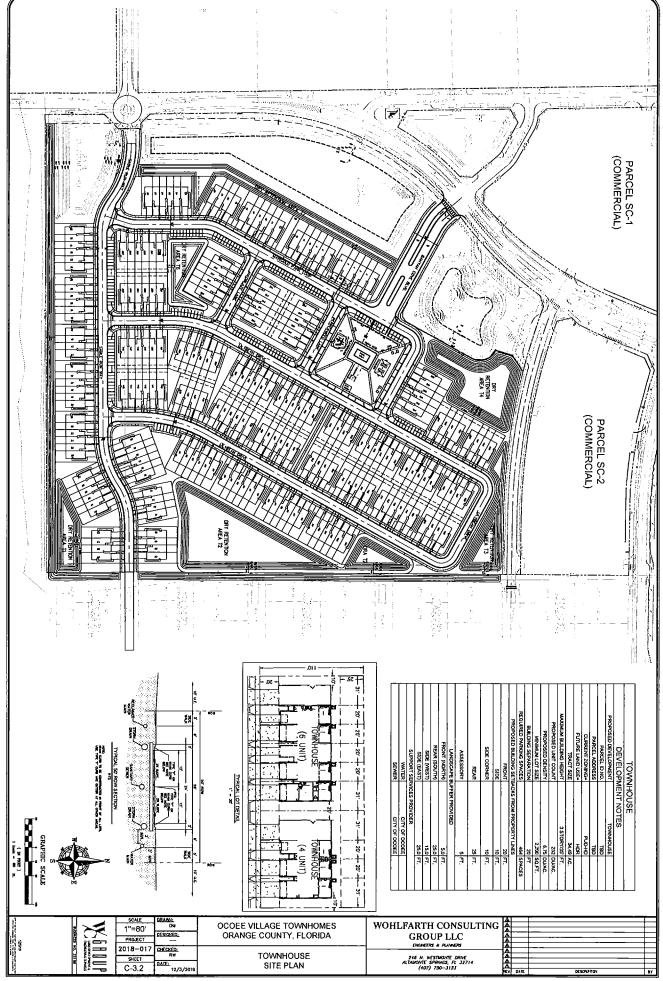
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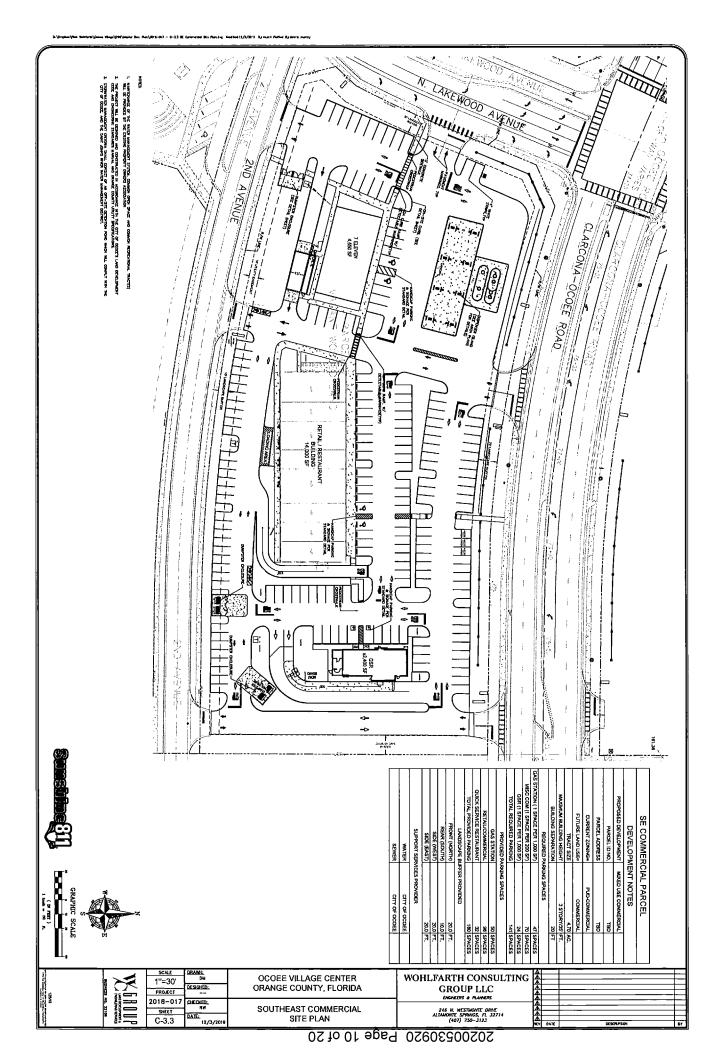
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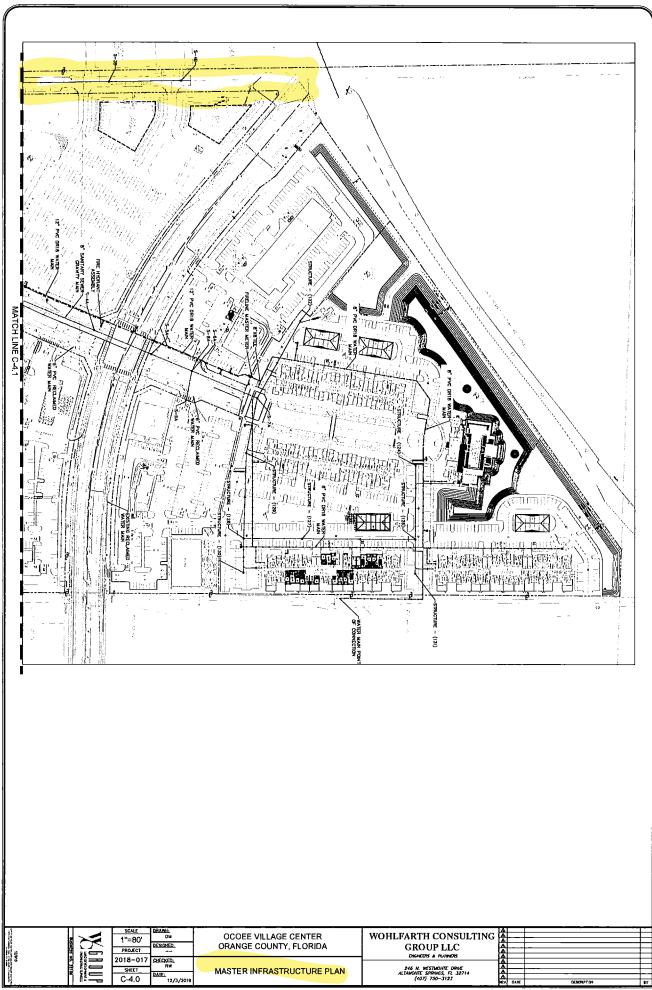




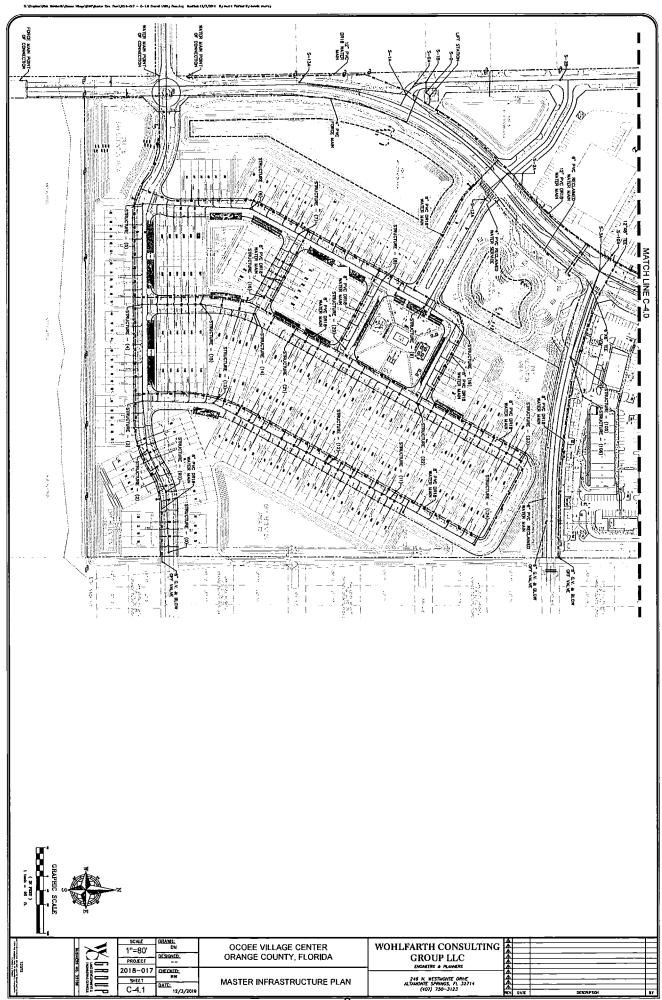
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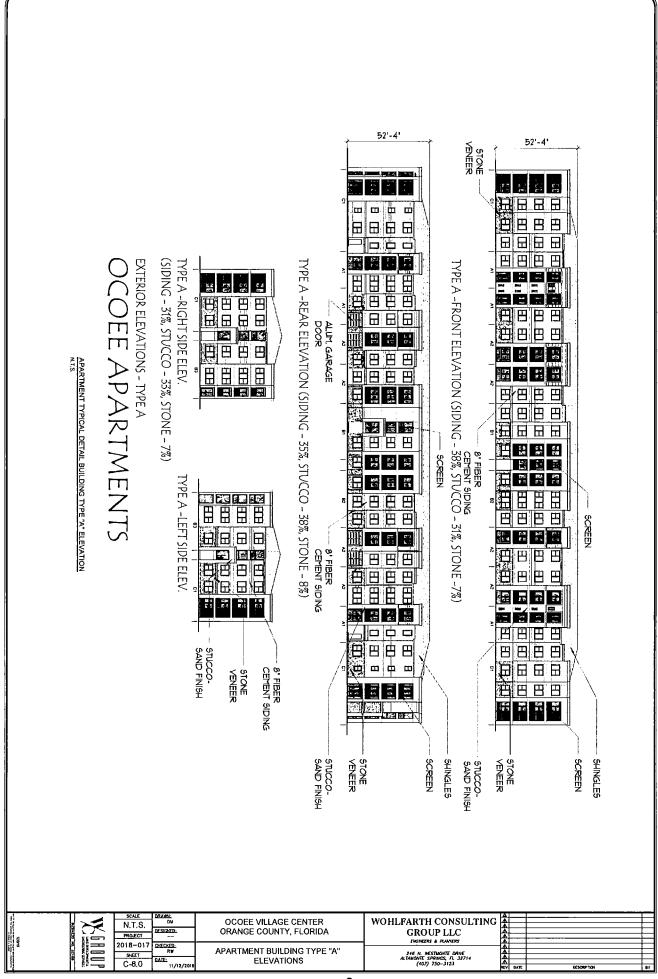




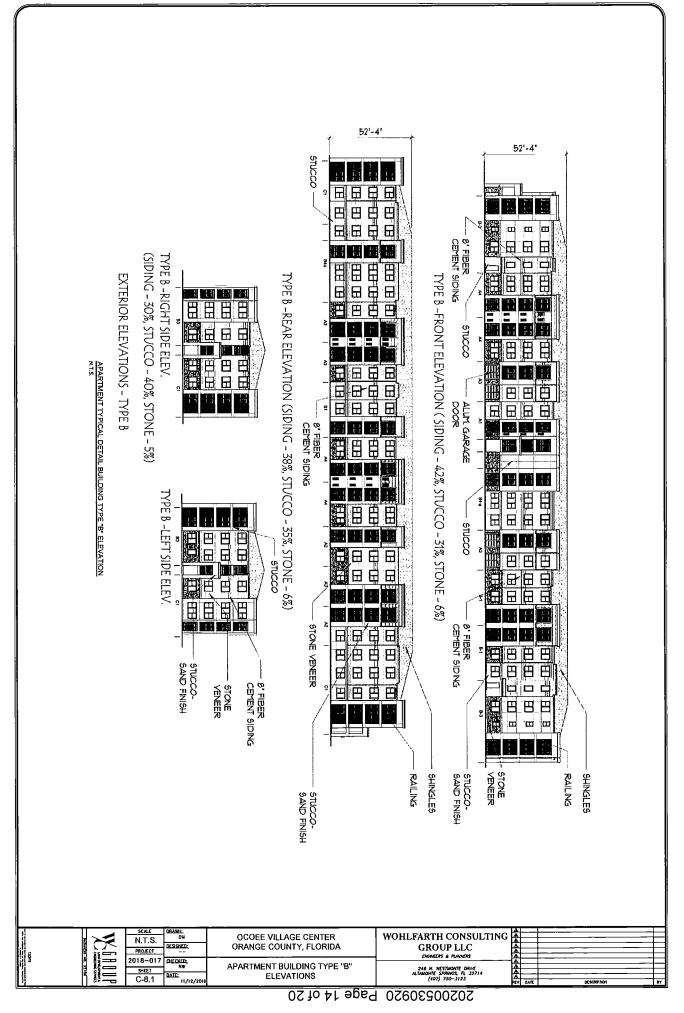
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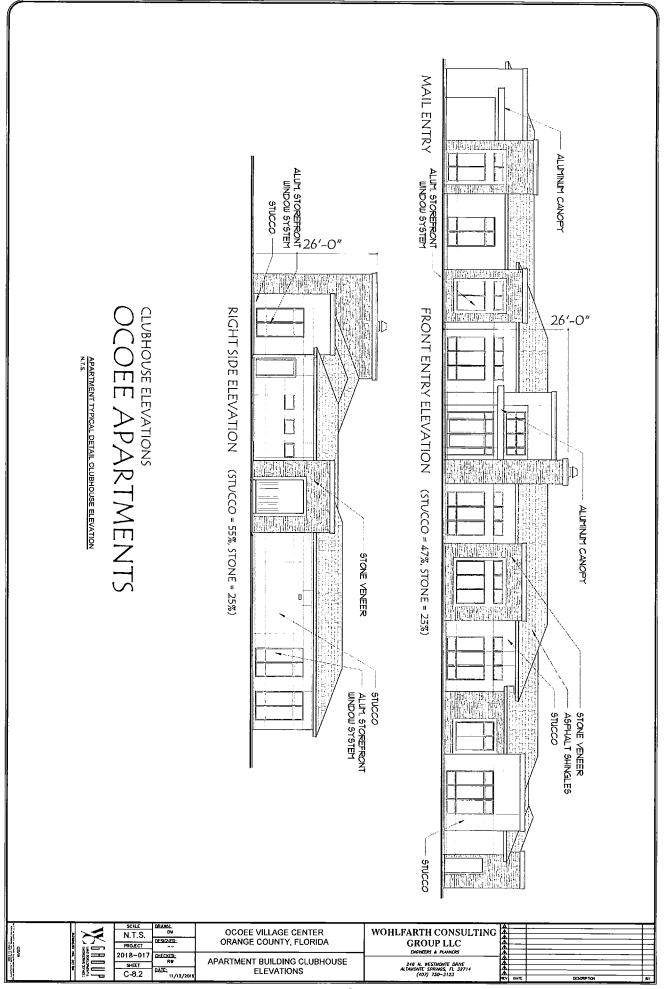


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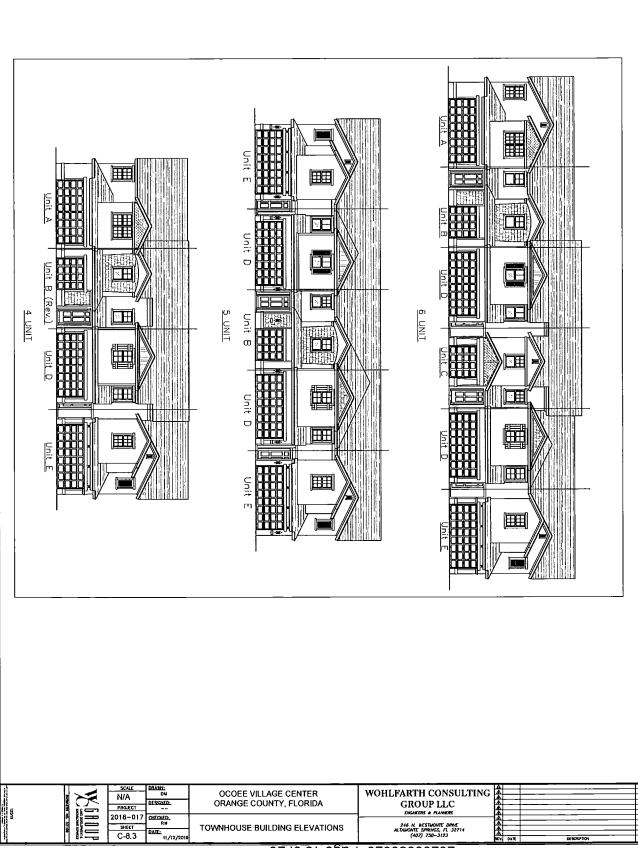


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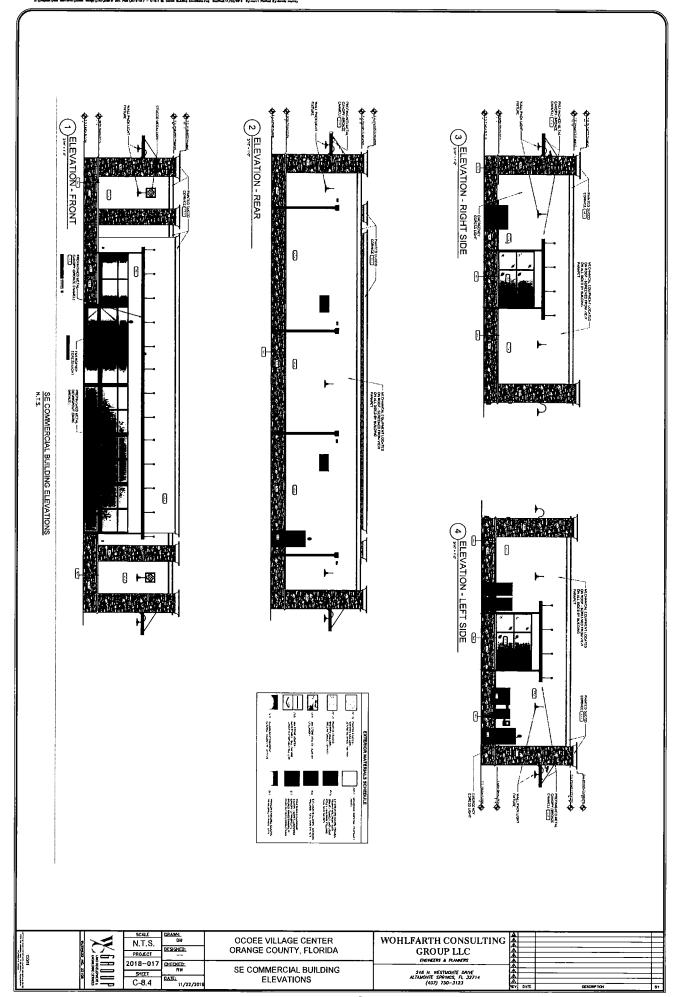




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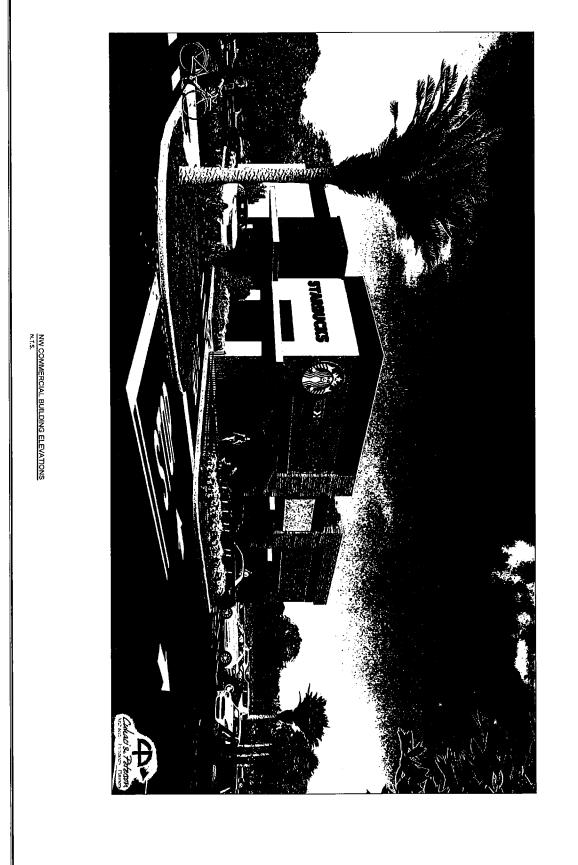
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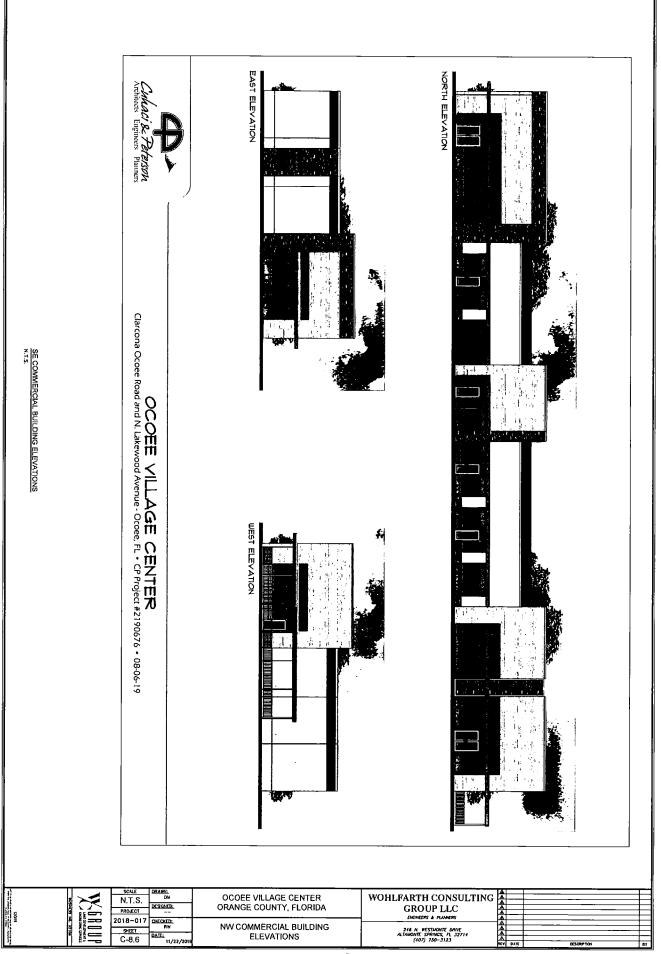


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N.1.S. DESC	OCOEE VILLAGE CENTER       ORANGE COUNTY, FLORIDA	WOHLFARTH CONSULTING GROUP LLC DEFEUTS & ANAROTS 244 N. HESTINATE DANC ATMANTIE SANACS, 71, 337114 (107) 720-3123		

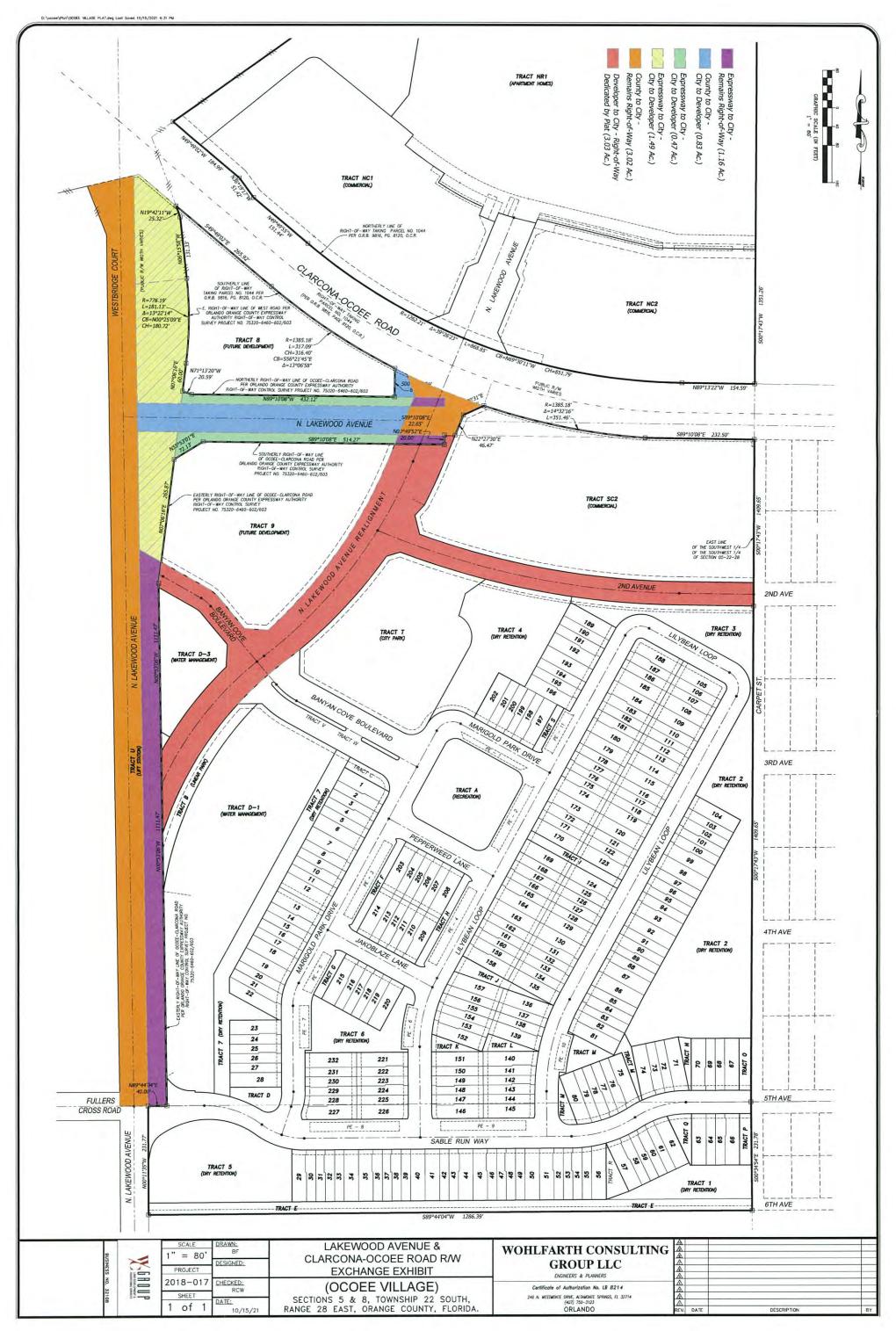




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EXHIBIT D



# EXHIBIT E

#### CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE AND PURCHASE ("Contract") is made by and between OCOEE DEVELOPMENT IV, LLC, a Florida Limited Liability Company ("Seller") and KONOVER ACQUISITIONS CORP., a Florida corporation ("Purchaser"). The Effective Date of this Contract shall be the date on which the last party executes the Contract.

In consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

#### ARTICLE I SALE OF THE PROPERTY

1.1 <u>The Property</u>. Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase and accept from Seller, for the price and subject to the terms, covenants, conditions and provisions herein set forth herein, a tract of land of approximately 6.91 ± acres located in the Orange County, Florida, Orange County Folio Numbers 05-22-28-0000-00-004 with a sketch and description attached as Exhibit "A" ("Land"), together with all right, title and interest, if any, of Seller, in and to all easements in or upon the Land and all other rights and appurtenances belonging or in anywise pertaining to the Land (collectively, the "Property"). If Exhibit "A" consists of a site depiction, rather than a metes and bounds legal description, the legal description for the Property shall be in accordance with the Survey obtained pursuant to the provisions of Section 4.2 herein.

#### <u>ARTICLE II</u>

#### CONSIDERATION

- 2.1 <u>Purchase Price</u>. The purchase price ("Purchase Price") for the Property is Two Million Five Hundred Twenty Three Thousand Two Hundred Thirteen and 00/100 Dollars (\$2,523,213.00), which shall be payable by Purchaser to Seller at Closing all in cash. The Purchase Price shall be adjusted so that it is based on \$8.38 per square foot of land conveyed to Purchaser (net of any dedications of land [such as to FDOT, for example], & common roadway or other common tracts located thereon).
- 2.2 <u>Earnest Money</u>.
  - 2.1 Within three (3) days of the Effective Date, Purchaser shall deposit with <u>First American</u> Title <u>Insurance</u> Company, <u>National Commercial Services</u> <u>Division</u> (the "Title Company") whose address is <u>420 S. Orange Avenue</u>, <u>Suite 250</u>, Orlando, Florida 32801, Attention: <u>Scott Brown</u>, the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) (the "Earnest Money") in good funds.
  - 2.2.2 If the transaction contemplated by this Contract is consummated in accordance with the terms and provisions hereof, the Earnest Money shall be

credited against the Purchase Price and paid to Seller at Closing. If the transaction is not so consummated, the Earnest Money shall be held and delivered by the Title Company as hereinafter provided in this Contract. Notwithstanding any other provision of this Contract, all Earnest Money shall become nonrefundable, upon expiration of the Inspection Period as defined below, or shall be refundable to the Purchaser in the event of a Seller default or if the Closing Conditions are not obtained by Seller within the time periods provided for same in this Contract or satisfied prior to Closing. The Closing Conditions are set forth on Exhibit C; these are also referred to herein as the "Seller's Governmental Approvals".

### ARTICLE III

#### INSPECTION

- 3.1 If not delivered to Purchaser prior to the Effective Date, then within five (5) days following the Effective Date, Seller shall deliver to Purchaser copies of any existing reports it has in its possession, including, but not limited to soil, geotechnical and groundwater reports, title report, phase 1 or phase 2 environmental reports, surveys, site plans or sketches, archeological study, covenants and/or restrictions encumbering the property, leases, income statements for the Property and rent roll, if any (collectively, the "Due Diligence Materials").
- 32 Seller has prior to the Effective Date delivered to Purchaser a copy of that certain Supplemental Land Use Plan Amendment ("LUPA") and Zoning Map Amendment ("ZMA") dated June 2018 (collectively, a/k/a the "Due Diligence Report") which Due Diligence Report is a part of the Due Diligence Materials. The Due Diligence Report and any subsequent amendments to the LUPA or ZMA shall not be amended by Seller (and Seller shall not grant consent to any such amendment) without first giving notice of same to Purchaser and shall require the consent of Purchaser to the extent that it would materially modify the Master Site Plan shown as Figure 4 therein, or modify the Uses set forth on and below Table 1 thereof (to the extent of the Property, which is a commercial property as discussed therein). The foregoing notwithstanding, Seller shall ensure that the turning movements and curb cuts on/off/from/to/benefitting/serving the Property shall be as more precisely depicted on Exhibit A hereto.
- 3.3 Inspections. Purchaser shall have the period from the Effective Date until Closing or the sooner termination of this Contract to review the Due Diligence Materials and to enter or to have its authorized representatives and its and their agents, employees and representatives enter upon the Property or any part thereof at any reasonable time for the purpose of erecting any signage (which signage shall at Purchaser's election remain on the Property through Closing (or some sooner date)) unless this Contract is terminated, conducting physical and environmental inspections and soil surveys of the Property and making, at Purchaser's sole risk and expense, such other inspections, examinations, investigations and tests as Purchaser considers appropriate, provided that Purchaser shall be responsible for and shall and does hereby agree to indemnify and hold harmless Seller and its agents, employees and representatives from liability for any loss, cost, expense, claim, injury or damage arising out of or in any manner connected with such activities on the Property, and

such indemnification shall survive the termination of this Contract and the Closing. Further, Purchaser shall allow no lien to attach to the subject property for any costs or activities of Purchaser or directed or authorized by Purchaser with respect to this project.

- 3.4 <u>Authorization for Environmental Sampling</u>. Seller hereby specifically authorizes Purchaser and its representatives and their agents, employees and representatives to enter upon the Property for the purpose of conducting the reviews, inspections and environmental assessments described above and agrees that in connection with any environmental assessments authorized by Section 3.2, such parties may test and take such samples as may be necessary, in the reasonable opinion of such parties, to conduct an environmental assessment of the Property.
- 3.5 <u>Declaration of Covenants, Easements, Restrictions and Conditions</u>. During the Inspection Period, Seller and Purchaser and D.R. Horton shall agree on the form and content of a Declaration of Covenants, Easements, Restrictions and Conditions which shall include provisions for the operation and maintenance of the Property, including reciprocal easements, surface water management and use restrictions.
- 3.6 <u>Development Agreement</u>. During the Inspection Period, Seller and Purchaser (and D.R. Horton, as applicable) shall agree on the form and content of a Development Agreement setting forth the terms and conditions of Seller's (and D.R. Horton's, as applicable) obligation to construct the common infrastructure improvements for Ocoee Village and the Property (including but not limited to the obligation to perform Seller's Work as set forth on Exhibit B hereto and any Closing Conditions that are outstanding on the Closing Date but which are waived by Purchaser). Any such Closing Conditions that are waived by Purchaser as a condition of Closing will nevertheless remain post-Closing obligations that will survive the Closing of this Contract. The Development Agreement shall provide for monetary security to Purchaser to assure that the Development Agreement is fulfilled (such as a performance bond, or other reasonably acceptable evidence of sufficient allocated financing to fund the construction).
- Right of Termination. During the period commencing on the Effective Date and 4 ending at 5:00PM EST on the 390th day thereafter (the "Inspection Period"), Purchaser shall be entitled, for any reason in Purchaser's sole and absolute discretion, judgment and opinion, including without limitation if Purchaser shall disapprove and be dissatisfied with any aspect of the Property or any item examined by Purchaser pursuant to Sections 3.1, 3.2 and 3.3, and as its sole remedy, to terminate this Contract by giving written notice to Seller on or before the expiration of the Inspection Period, whereupon all of the provisions of this Contract (except Section 3.2) shall terminate and the Earnest Money (except for \$100 which shall be paid to Seller as consideration for entering into this Contract) shall be returned to Purchaser. Upon such termination, neither Seller nor Purchaser shall have any further rights, obligations or liabilities hereunder, except as provided in Section 3.2. In the event Purchaser does not elect to terminate this Contract pursuant to the terms of this Section 3.6, the Earnest Money shall then be non-refundable to Purchaser, except for Seller default and/or in the event that any of the Closing Conditions are

not obtained or satisfied within the time periods provided for same in this Contract, but shall in all instances be applicable to the Purchase Price in the event of a Closing.

- Governmental Approvals. The Property is a part of a larger conceptual project that 4.1 will be known as Ocoee Village Center. Seller is the master developer of Ocoee Village Center. Seller, amongst its other obligations that are inherent to the Closing Conditions and to Seller's Governmental Approvals shall prepare, submit, process and obtain, a comprehensive land use plan amendment for the Property to Commercial and a rezoning of the Property to allow the Property to be developed for Purchaser's Uses, as defined herein. Seller shall also be required to obtain the engineering and site work permits necessary for construction of the common infrastructure improvements benefitting the Property and the South side of the Project. Prior to and as a condition of Closing, Seller must obtain the Seller's Governmental Approvals which must allow for the development and operation of Purchaser's Uses. Purchaser shall be granted a reasonable opportunity to review the Seller's Governmental Approvals to confirm that any requirements, conditions or restrictions imposed by the City of Ocoee are not extraordinary or unreasonable in Purchaser's discretion - in the event that Purchaser is not satisfied with the Seller's Governmental Approvals, Purchaser may terminate this Contract by giving written notice to Seller, whereupon this Contract terminate and the Earnest Money (except for \$100 which shall be paid to Seller as consideration for entering into this Contract) shall be returned to Purchaser.
- Permitting Period. Purchaser and Seller agree to (and Seller shall cause its Seller to) 42 cooperate with each other regarding the submittals of applications to the City of Ocoee for site plan approvals so that Purchaser can incorporate its ultimate users/tenants/buildings on the Property. Unless previously tenninated, Purchaser shall have from the Effective Date until the two hundred seventieth (270th) day following the date upon which Seller obtains the last of the Seller's Governmental Approvals (the "Permitting Period") within which to investigate and/or apply (if not previously applied for) and/or to pursue and procure land development/site work and building permits in furtherance of Purchaser's Uses on and for the Property. Purchaser may terminate this Contract prior to the end of the Permitting Period if any requirements, conditions or restrictions imposed by the City of Ocoee are extraordinary or unreasonable in Purchaser's discretion by giving written notice to Seller, whereupon this Contract terminate and the Barnest Money (except for \$100 which shall be paid to Seller as consideration for entering into this Contract) shall be returned to Purchaser.

#### ARTICLE IV TITLE AND SURVEY

4.1 <u>Title Commitment</u>. Seller shall obtain from the Title Company and deliver to Purchaser, a Commitment for Title Insurance from (the "Commitment") in a form consistent with policies issued in the State in which the Property is located covering the Property and listing Purchaser as the proposed insured and showing the Purchase Price as the Policy Amount within <u>thirty (30)</u> days from the Effective Date together with legible copies of all exceptions and drafts of any anticipated exceptions.

- 4.2 <u>Survey</u>. Seller shall obtain and deliver to Purchaser together with the Commitment a Survey (the "Survey") of the Property by a Registered Professional Land Surveyor, locating and describing the Property, showing all corners to be properly and securely marked, locating all utilities (including, but not limited to: electric, water, gas, sanitary sewer, storm sewer, cable and telephone, etc.), improvements, encroachments or other matters visible on the site, easements, rights of way, setback lines, and all matters reflected on the Commitment, and other matters affecting or anticipated to affect the Property and to state that no portion of the Property is within a 100 year flood plain.
- 4.3 <u>Review of Title and Survey</u>. Purchaser shall have until the end of the Inspection Period ("Title Review Period") in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Commitment or Survey. Any title encumbrances or exceptions which are referred to in the Commitment or on the Survey and to which Purchaser does not object during the Title Review Period or the Survey Review Period, respectively, shall be deemed to be Permitted Encumbrances (herein so called) to the status of Seller's title. Provided however, Seller shall have a continuing obligation to update the Commitment and Survey after the Title Review Period up until Closing, and Seller shall have the obligation to cure any title defect occurring during or after the Title Review Period that is not of the Purchaser's making. Seller shall cause the Survey to be certified to Purchaser.
- Objections to Status of Title. In the event Purchaser objects to any matters referred 4.4 to in the Commitment or on the Survey during the Title Review Period, Seller shall have a period of ten (10) days ("Cure Period") within which to satisfy Purchaser's objections. In the event Seller is unable or unwilling to satisfy Purchaser's objections within the Cure Period, Purchaser shall have the option to either waive Purchaser's objections and purchase the Property as otherwise contemplated by this Contract, in which event such waived objections shall become Permitted Encumbrances or terminate this Contract by written notice to Seller, in which event the Earnest Money shall be returned to Purchaser and except as provided in Section 3.2 hereto neither Seller nor Purchaser shall have any further rights, obligations or liabilities hereunder. Except as herein provided, Seller shall have no obligation to cure any objection raised by Purchaser during the Title Review Period and may elect to notify Purchaser in writing at any time during the Cure Period that it is unable or unwilling to satisfy any of Purchaser's objections. Seller shall, at Closing, cause all mortgages and liens on the Property created by or under Seller to be satisfied or released.

#### ARTICLE V REPRESENTATIONS

- 5.1 <u>Seller's Representations</u>. Seller represents to Purchaser as of the Effective Date and as of the Closing Date, as follows:
  - 5.1.1 Seller is duly authorized to enter into the Contract and perform as required, and the person executing the Contract on behalf of Seller has full authority to

bind the Seller to the terms, conditions and covenants contained herein.

- 5.1.2 Seller has not received any written notice concerning violations or alleged violations of applicable laws in connection with the Property, and, to Seller's knowledge, there exists no writ, injunction, decree, order, or judgment outstanding relating to the ownership, use, maintenance, or operation of the Property by any person in violation of or from alleged violations of applicable laws.
- 5.1.3 There are no actions, suits, or proceedings pending or, to Seller's knowledge, threatened in any court or before or by any governmental authority against or affecting the Property.
- 5.1.4 There are no pending eminent domain actions or condemnation proceedings against the Property or any part thereof and to Seller's knowledge, no such proceedings are presently threatened or contemplated by any authority with the power of eminent domain.
- 5.1.5 None of the persons comprising Seller is a foreign person subject to withholding tax as required by Section 1445 of the Internal Revenue Code.
- 5.1.6 There are no leases, subleases or other rental agreements or rights to occupancy in effect covering all or any portion of the Property.
- 5.1.7 Seller shall have good and indefeasible fee simple title to the Property and shall have full right, power and authority to sell and convey the Property to Purchaser as of the Closing Date and to carry out the obligations of Seller hereunder.
- 5.2 <u>Survival</u>. The representations and warranties made by Seller in Section 5.1 hereof shall survive Closing for a period of 180 days.

#### ARTICLE VI CLOSING

- 61 <u>Closing Date</u>. The Closing shall be held at the offices of the Title Company (or such other location as may be mutually agreed upon by Seller and Purchaser) on the first (1st) business day following the date which is thirty (30) days after the end of the Permitting Period, or (ii) such earlier date and time as may be designated in writing by Purchaser ("Closing Date"). Provided however, at the election of Purchaser or Seller, Purchaser's and Seller's portion of the Closing may be conducted by delivery of Purchaser's and Seller's closing documents into escrow at the Title Company, on the Closing Date.
- 62 <u>Closing Matters</u>.
  - 6.2.1 At Closing, Seller shall:

- (a) Deliver possession of the Property to Purchaser, subject only to the Permitted Encumbrances;
- (b) Deliver such evidence of the authority and capacity of Seller and its representatives as Purchaser, Purchaser's counsel or the Title Company may reasonably require; and
- (c) Affirm all representations, warrants and covenants contained herein, and acknowledge that the same survive Closing.
- (d) Have satisfied all of the Closing Conditions.
- 6.2.2 At Closing, Seller shall execute, deliver and acknowledge the following documents:
  - (a) A Special Warranty Deed ("Deed"), subject only to a lien for ad valorem taxes for the year of Closing not yet due and payable and the Permitted Encumbrances;
  - (b) An owner's affidavit of title acceptable to the Purchaser, Purchaser's counsel and the Title Company;
  - (c) An affidavit establishing that the Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder;
  - (d) All covenants, easements and agreements called for under this Contract, in form acceptable to Purchaser, which will be recorded immediately following the Deed.
  - (e) Such other documents as may be reasonably required by the Title Company, Purchaser's counsel or legally necessary or appropriate to carry out the terms of this Contract.
  - (f) A closing statement to be prepared by Seller and approved by Purchaser and executed by Seller and Purchaser, setting forth the prorations and adjustments to the Purchase Price as required by this Agreement (the "Closing Statement").
  - 6.2.3 At Closing, Purchaser shall:
    - (a) Deliver the Purchase Price to the Title Company (less the amount of Earnest Money on deposit);
    - (b) Deliver such evidence of the authority and capacity of Purchaser and its representatives as Seller, Seller's counsel or the Title Company may reasonably require; and
    - (c) Execute and deliver such other documents as may be

reasonably required by the Title Company, Seller's counsel or legally necessary or appropriate to carry out the terms of this Contract.

(d) Execute and deliver the Closing Statement

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- 6.2.4 At Closing, all ad and non-ad valorem taxes and assessments (real and personal) for the year of Closing shall be prorated in cash as of the Closing Date. If ad valorem taxes and assessments for the year of Closing are not known or cannot be reasonably estimated, taxes and assessments shall be estimated and prorated based on taxes for the year prior to Closing. The portion thereof allocable to periods ending as of the day prior to Closing shall be credited to Seller, or charged to Seller, as applicable. If taxes and assessments are estimated, such amounts shall be reprorated after Closing when exact amounts are known. In the event a separate tax folio has not been made for the Property at the time of Closing, the tax proration on the Closing Statement shall be based upon an estimate of the assessed value of the Property obtained from the County Property Appraiser. In no event shall Purchaser be responsible for any current or future assessments under local improvement districts, community facilities districts, special improvement districts or similar arrangements undertaken by or with the consent of Seller for the purpose of financing improvements to or for the benefit of the Project or any portion thereof.
- 6.2.5 At or prior to Closing all permit fees, impact fees, and connection fees related to Seller's Work shall be paid for the benefit of the Property by Seller. Purchaser shall pay all permit fees, impact fees, and connection fees to the extent they are associated with Purchaser's intended improvements or based on the size, nature, or use of the specific improvements that Purchaser intends to construct upon the Property.
- 63 <u>Closing Costs</u>. Seller shall pay one-half (1/2) of the escrow fee charged by the Title Company, and its share of the prorations as set forth in Section 6.2.4 hereof, and its own attorney's fees. Seller shall also pay the cost of the documentary tax due on the conveyance and transfer of the Property, and for the cost of recording any documents required to clear title objections and release liens. Purchaser shall pay the cost for owner's title insurance premium including title search fees, abstracting charges, the endorsement premium for extended coverage and deletion of the survey exception. Purchaser shall pay one-half (1/2) of the escrow fee charged by the Title Company and for all inspections undertaken pursuant to Article III hereof, its share of the prorations as set forth in Section 6.2.4 hereof, and its own attorneys' fees. Purchaser shall also pay for the cost of recording the Deed. Except as otherwise provided in this Contract, all other expenses incurred in connection with the purchase and sale contemplated hereby shall be paid by the party incurring such expenses.
- 64 <u>Escrow Closing</u>. Notwithstanding anything in this Contract to the contrary, Seller and Purchaser agree that the Closing may be accomplished by delivery into escrow

with the Title Company of all documents and instruments required to be delivered at Closing, together with the Purchase Price and all other funds necessary to accomplish the purchase and sale contemplated hereby, whereupon the Title Company shall disburse such documents, the Purchase Price and any other funds to be disbursed hereunder in accordance with the terms of this Contract and such additional escrow instructions as Seller and Purchaser may agree upon consistent with the terms hereof.

65 <u>IRS Reporting</u>. Seller and Purchaser each hereby designate the Title Company as the "Reporting Person" as such term is utilized in Section 6045 of the Internal Revenue Code and the regulations promulgated thereunder. Seller agrees to provide the Title Company with such information as may be required for the Title Company to file a Form 1099 or other required form relative to the Closing with the Internal Revenue Service. A copy of the filed Form 1099 or other filed form shall be provided to Seller and Purchaser simultaneously with its being provided to the Internal Revenue Service.

#### ARTICLE VII REMEDIES

- 7.1 <u>Seller's Remedies</u>. In the event Purchaser defaults in or fails to perform all or any part of its obligations under this Contract, Seller shall be entitled as its sole remedy to terminate this Contract and recover the Earnest Money as liquidated damages and not as a penalty, in full satisfaction of claims against Purchaser hereunder. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default will be difficult to determine and that the Earnest Money is a fair estimate of those damages which has been agreed upon in an effort to cause the amount of said damages to be certain. Seller hereby waives any right to damages or specific performance against the Purchaser.
- Purchaser's Remedies. In the event Seller defaults in or fails to perform all or any 72 part of its obligations pursuant to this Contract, Purchaser may, as its sole and exclusive remedy, either (i) terminate this Contract by giving Seller timely written notice of such election prior to or at Closing, receive a refund of the Earnest Money and pursue an action for any and all available legal and equitable remedies and/or (ii) proceed in equity an action for specific performance. In the event Purchaser elects to terminate this Contract during the Inspection Period or thereafter in the event that any of the Closing Conditions are not obtained within the time periods provided for same in this Contract, the Earnest Money (except for \$100 which shall be paid to Seller as consideration for entering into this Contract) shall be returned to Purchaser and thereafter, except as expressly provided herein, neither Purchaser nor Seller shall have any further rights or obligations hereunder. With respect to any other Purchaser termination that occurs after the expiration of the Inspection Period (except for Seller default), the Earnest Money shall be immediately disbursed to Seller.
- 73 <u>Attorney's Fees</u>. In the event either party hereto is required to employ an attorney because of the other party's default, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees incurred in the enforcement of this Contract.

7.4 <u>Notice and Cure</u>. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to its remedies, must give the defaulting party written notice of the default in strict accordance with the notice requirements of Section 8.3. The defaulting party shall have ten (10) business days from receipt of such notice to cure the default. If the default is timely cured, this Agreement shall continue in full force and effect. If the default is not timely cured, the non-defaulting party may pursue its applicable remedies set forth in Sections 7.1 or 7.2.

#### ARTICLE VIII MISCELLANEOUS

- 8.1 <u>Entire Contract</u>. This Contract contains the entire agreement of the parties hereto. There are no other agreements, oral or written, with respect to the transaction contemplated hereby. This Contract can be amended only by a written agreement signed by both the parties hereto.
- 82 <u>Binding</u>. This Contract and the terms, covenants and conditions herein contained, shall be covenants running with the Property and shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.
- 83 <u>Notice</u>. Any notice, communication, request, reply or advice (collectively, "Notice") provided for or permitted by this Contract to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be given or served by depositing the same in the United States mail, postage paid, registered or certified, and addressed to the party to be notified, with return receipt requested or by delivering the same to such party, or an agent of such party, or by delivery by overnight courier such as Federal Express, or by fax or email. Notice deposited in the mail in the manner hereinabove described shall be effective upon delivery. Notice by overnight courier, email, or fax shall be effective the day after it is sent. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

<u>Seller:</u>

Ocoee Development IV, LLC 246 N. Westmonte Drive Altamonte Springs, Florida 32714 Attention: <u>Richard Wohlfarth, Manager</u> Email: rwohlfarth@wcgroup.co

Copies to: Hacklman, Olive & Judd, PA 2426 East Las Olas Boulevard Fort Lauderdale, Florida 33301 Attention: Stephen V. Hoffman, Esq. Email: shoffman@hojlaw.com

#### Purchaser:

	Konover Acquisitions Corporation 431 Fairway Drive, Suite 201 Deerfield Beach, FL 33441 Attention: Robert M. Bedard & David Coppa Phone: (954) 354-8282 Email: <u>bbedard@konoversouth.com</u> & <u>dcoppa@konoversouth.com</u>
With a copy to:	Konover Acquisitions Corporation 431 Fairway Drive, Suite 201 Deerfield Beach, FL 33441 Attn: Jacob Gerb, Esq. & Robert K. Patton III Phone: (954) 354-8282 Email: jgerb@konoversouth.com & tpatton@konoversouth.com
To Escrow Agent:	First American Title Insurance Company National Commercial Services Division 420 S. Orange Avenue, Suite 250 Orlando, Florida 32801, Attn: Scott Brown Phone: 407-244-0001 Email: <u>scobrown@firstam.com</u>

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party.

- 8.4 <u>Time</u>. Time is of the essence in all things pertaining to the performance of this Contract.
- 8.5 <u>Place of Performance</u>. This Contract is made and shall be construed in accordance with the laws of the State in which the Property is located.
- 8.6 <u>Currency</u>. All dollar amounts are expressed in United States currency.
- 8.7 <u>Section Headings</u>. The section headings contained in this Contract are for convenience only and shall in no way engage or limit the scope or meaning of the various and several sections hereof.
- 8.8 <u>Business Days</u>. In the event that any date or any period provided for in this Contract shall end on a Saturday, Sunday or legal holiday, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or legal holiday.
- 8.9 <u>Parties in Interest</u>. This Contract is made solely for the benefit of the parties hereto and their respective permitted successors and assigns, and no other person will acquire or have any right under or by virtue of this Contract or any Exhibit hereto.
- 8.10 <u>Assignment</u>. Purchaser may assign this Contract <u>without</u> the consent of Seller, however, Purchaser shall not be released from any obligations under the Contract by

virtue of any such assignment.

- Counterparts. This Contract may be executed in any number of counterparts, each of 8.11 which shall constitute an original but all of which, taken together, shall constitute but one (1) and the same instrument. "Facsimile signatures," as that term is commonly used with reference to facsimile machines used in transmitting documents, signatures, photocopies, etc., will be and hereby are declared by all parties to this Contract to be the same as an original signature to this Contract. A facsimile of this Contract, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Contract and an authentic signature with the same legal effect as though the facsimile were an original document to which a genuine signature has been affixed. "Electronic transfer" (i.e.: pdf, tif, etc.) is that term that is commonly used with reference to electronic scanning and transmission via the Internet. An Electronic Transfer of this Contract, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Contract and an authentic signature with the same legal effect as though the Electronic Transfer were an original document to which a genuine signature has been affixed.
- 8.12 <u>Purchaser Documents.</u> In the event that this Contract fails to close due to Purchaser's non-performance, Seller shall be entitled to receive copies (without any wananty, assignment of rights in, representations made whatsoever with regard thereto) of all of Purchaser's development documents, including without limitation, all surveys, site plans, drawings, designs, and studies, including, without limitation, engineering, road, archeology, fauna and flora, environmental, drainage, utilities, parking, feasibility, and market. While Seller shall pay for any copies, all such studies shall be made available to Seller at no cost to Seller. Further, Purchaser shall allow no lien to attach to the subject property for any costs or activities of Purchaser or directed or authorized by Purchaser with respect to this project, prior to Closing.
- 8.13 <u>Agriculture/ Timber Management Plan</u>. The subject Property currently holds an agriculture ad valorem tax exemption and is subject to a Forestry Management Plan. Seller shall have the right, through Closing, to continue to manage the Property in such a manner as to retain its agriculture exemption, including taking such actions as required under any applicable management plan as well as the planting, maintenance and harvesting of timber. The Purchaser agrees to cooperate with Seller to the extent needed, at no cost to Purchase, to ensure that the rezoning is accomplished in such a manner as to retain the Agriculture Exemption on the property until the Closing.
- 8.14 <u>1031 Exchange</u>. Seller and Purchase each acknowledges that each has the option, but not the requirement, to qualify this transaction as part of a tax deferred exchange under section 1031 of the Internal Revenue Code. Each agrees that, if the other so elects, such electing party may assign its rights and obligations under this Agreement to a qualified intermediary of its choosing in order to facilitate the exchange. Each party agrees to cooperate with the other and any qualified intermediary in order to complete the exchange, which will neither delay closing or cause additional expense or liability to the non-requesting party.

#### ARTICLE IX REAL ESTATE COMMISSIONS

The PARTIES SHALL ENDEAVOR TO COORDINATE CLOSING WITH THE CLOSING OF SELLERS ACQUISTION AGREEMENT DER SECTION 8.15

8.15. Seller's Acquisition Agreement. Seller intends to acquire the Property pursuant to that certain Contract for Purchase and Sale dated February 20, 2018 ("Seller's Acquisition Agreement") by and between ALISA BARRETT, KEVIN YOUNG, BERYLE S. BUCHMAN, also known as BERYLE BUCHMAN WOLFF, J. MILES BUCHMAN, KENNETH W. BUCHMAN, CAROL ANN COLE, THOMAS E. COLE, ELISE DELLA ROCCA AND ROBERT SOLOMON (collectively, the "Current Owner"), as seller, and Ocoee Development IV, LLC, as buyer.

9.1 <u>Commissions</u>. Seller and Buyer each hereby represents and warrants to the other that there are no real estate brokers involved in connection with this transaction acting in their behalf, other than Resource Development Investment Properties, Inc. which is acting as a broker representing Seller in this transaction and shall be compensated by Seller in accordance with a separate agreement between Seller and Resource Development Investment Properties, Inc. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for any other real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Property contemplated by this Contract or any cancellation or termination of this Contract.

### ARTICLE X DAMAGE AND CONDEMNATION.

- 10.1 <u>Risk of Loss</u>. The Seller shall bear all risk of loss with respect to the Property until the Closing.
- 10.2. <u>Condemnation</u>. In the event of any condemnation with respect to any material portion of the Property, the Purchaser may elect to (i) terminate this Contract and receive a refund of the Earnest Money or (ii) consummate the purchase of the Property in accordance with the terms and provisions hereof and without any diminution in the purchase price on account of such condemnation in which event the Seller shall, at the Closing, pay to the Purchaser all condemnation awards and other payments previously received in connection with such condemnation and assign to the Purchaser all of Seller's rights to receive any award payable on account of such condemnation.

# ARTICLE XI

# ESCROW INSTRUCTIONS

Disbursement of Funds. At such time as Title Company receives written Notice 11.1 from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Title Company shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, Title Company shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of fifteen (15) calendar days after giving such notice and if Title Company receives written Notice from either Seller or Purchaser within such fifteen (15) day period, which notice countermands or disputes the earlier notice of disbursement, then Title Company shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Title Company on or before the expiration of the applicable period of its election to terminate this Contract pursuant to Section 3.4 or Section 3.5 herein, then no confirming notice from Seller shall be required by Title Company, and Title Company shall promptly disburse the Earnest Money as provided therein, without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Title Company requesting disbursement or countermanding or

disputing a request for disbursement.

- 112 Limited Liability. In performing any of its duties hereunder, Title Company shall not incur any liability to anyone for any damages, losses or expenses, except for any negligence, willful misconduct or breach of trust by Title Company under this Contract, and, accordingly, Title Company shall not incur any such liability with respect to the following: (a) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Title Company under this Contract; or (b) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Contract, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Title Company shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Contract.
- 113 <u>Disputes</u>. Notwithstanding anything in this Contract to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Title Company to justify its doing so, or if Title Company has not disbursed the Earnest Money on or before the thirtieth day (30th) day following the Closing Date specified in Paragraph 6.1 (as the same may be extended as provided herein or by agreement of Purchaser and Seller), then Title Company shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Contract (other than with respect to any liabilities for negligence, willful misconduct or breach of trust by Title Company).
- Indemnity. Seller and Purchaser indemnify Title Company against, and hold Title 114 Company harmless from, any and all claims, actions, demands, losses, damages, expenses (including, without limitation, court costs, attorneys' fees and accountant's fees) and liabilities that may be imposed upon performance of its duties under this Article XI, including, without limitation, any litigation arising from this Contract or involving the subject matter of this Contract, but excluding any such claims, actions, demands, losses, damages, expenses and liabilities resulting from or arising out of any negligence, willful misconduct or breach of trust by Title Company under this Contract. If there is any litigation arising from this Contract or involving the subject matter hereof, and if Seller and Purchaser are opposing parties in such litigation, then the party prevailing in such litigation shall be reimbursed promptly upon demand by the other such party in an amount equal to that amount which the prevailing party shall have paid Title Company with respect to such litigation and its subject matter pursuant to the indemnification agreement contained in this Paragraph 11.4. The provisions of this Paragraph 11.4 shall survive the Closing or any termination, cancellation or rescission of this Contract.

# ****SIGNATURE PAGE TO FOLLOW****

### SIGNATURE PAGE

IN WITNESS WHEREOF, this Contract has been duly executed in multiple counterparts (each of which is to be deemed an original for all purposes) by the parties hereto on the date appearing below each party's signature.

#### SELLER:

OCOEE DEVELOPMENT IV, LLC

PURCHASER:

KONOVER ACQUISITIONS CORP.

Name: RICHARD C. WOHLFARTH Title: MANAGER XX

Name: DAV W

Title: CEC

Name: David Coppa

Title: CEO Effective Date: 8/22/18

EXECUTED FOR THE PURPOSE OF SERVING AS <u>TITLE COMPANY</u> AND HOLDING EARNEST MONEY:

By:_____

Print Name:_

EXHIBIT A



#### EXHIBIT B

# SELLER'S WORK TO THE PROPERTY

Seller is responsible for (or to cause) the construction of the common infrastructure for the Project, including common infrastructure improvements which benefit the Property. The common infrastructure improvements to be performed by Seller shall generally include clearing, filling, grading, construction of entrances, construction of relocated Lakewood Avenue, the common storm water retention system, water and sanitary sewer lines, lift stations, if required, perimeter landscaping, traffic signal, and any offsite improvements required.

Seller shall prior to or, if subsequently then pursuant to the Development Agreement, and at Seller's expense and at no expense to Purchaser, cause to be constructed the site preparation, development work and improvements in accordance with all applicable governmental requirements and the engineering and construction plans that will be developed for same including at least the following:

A. Drainage System and Roadway Parcel. Seller shall construct the Drainage System and Roadway Parcel. The Roadway Parcel shall specifically include the construction of the entry way and driveway areas on the Roadway Parcel. The Drainage System shall specifically include construction of the stormwater lines to the Property, which Stormwater Lines shall be adequate in size and depth to drain the stormwater runoff from the Property

B. Grading Work. Seller shall clear, fill and compact such fill on the Property to the existing elevation of Clarcona-Ocoee Road and N. Lake Wood Ave, in accordance with the following standards: (i) all fill shall consist of sand with less than 10% soil fines, and shall be placed in maximum twelve-inch (8") loose, uniform lifts compacting each lift to a minimum density of ninety-five percent (95%) of the Modified Proctor maximum dry density (ASTM D1557); (ii) subgrade compaction shall be achieved to a depth of at least one (1) foot below the stripped surface, or at least two (2) feet below the bottom of the foundation level, whichever is greater.

C. Sanitary Sewer Lines. Seller shall stub sanitary sewer lines to the Property which shall be a gravity line without need for a lift station and each of the Sanitary Sewer Lines shall be, at a minimum, an eight (8) inch line and deep enough to serve the Property.

D. Other. Potable and non-potable water connections on the Property. Facilities for adequate electricity to the Property. Facilities to enable natural gas to be supplied to the Property.

Completion of Seller's Work. Upon completion of the Seller's Work, Seller shall deliver to Purchaser all of the following: a certificate of completion for the Seller's Work signed by the project engineer along with the soil compaction tests, together with lien waivers from all engineers and contractors who provided labor and materials in connection with the Seller's Work, together with a signed and sealed "AS BUILT" survey, signed and sealed record drawings and CAD files and pdf versions of the As Built survey and record drawings for the Seller's Work, together with an assignment of warranties, to the extent assignable, for the benefit of Purchaser with respect to all warranties provided by such contractors and engineers, for Seller's Work.

## EXHIBIT C

# CLOSING CONDITIONS

Seller must achieve each of the following prior to Closing with respect to the Project:

1. Land Use Plan and Zoning Plan which is, to the extent of the Property, compatible with and allowing at least all of the uses set forth on and below Table 1 of the Due Diligence Report as follows:

Uses: Hotels Drive - Through Restaurants Restaurants Offices Banks with Drive -Through Grocery Stores Child Care Centers Convenience Stores Automotive Service Stations Car Washes Pharmacies with Drive - Through Health Clubs Dental and Medical Clinics Urgent Cares Veterinary Clinics Dry Cleaners Shopping Centers

- 2. PDP/FDP for the common Improvements, including the modifications to Clarcona-Ocoee Road and North Lakewood Avenue Road Construction approved.
- 3. PDP for the construction of part or all of SC-2 thru SC-4 approved.
- 4. St Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP) issued for the southern property.
- 5. Florida Department of Environmental Protection Water Permit issued for the off-site and on-site work.
- 6. Florida Department of Environmental Protection Sewer Permit issued for the off-site and on-site work.
- 7. City of Ocoee Pre-Construction Meeting
- 8. Orange County Permit for Road Modifications and installation of utilities within the Orange County R/W. The Property must be served by all of the curb cuts and turning movements shown on Exhibit A hereto.
- 9. Filing Recording of the Plat for the Property.

### FIRST AMENDMENT TO FOUR CONTRACTS OF SALE AND PURCHASE

THIS FIRST AMENDMENT TO CONTRACT OF SALE AND PURCHASE ("Amendment") is entered into by and between KONOVER ACQUISITIONS CORPORATION, a Florida Corporation ("Purchaser"); and OCOEE DEVELOPMENT IV, LLC, a Florida Limited Liability Company (collectively, "Seller"), upon the following terms and conditions:

- A. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE with an Effective Date of August 22, 2018 (the "SEC Contract"), for that certain approximate 5.67± acre tract of land (the "Land") located in the Orange County, Florida;
- B. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE with an Effective Date of August 22, 2018 (the "NEC Contract"), for that certain approximate 3.57± acre tract of land (the "Land") located in the Orange County, Florida;
- C. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE with an Effective Date of August 22, 2018 (the "NWC Contract"), for that certain approximate 4.64± acre tract of land (the "Land") located in the Orange County, Florida; and
- D. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE with an Effective Date of August 22, 2018 (the "SWC Contract"), for that certain approximate 6.91± acre tract of land (the "Land") located in the Orange County, Florida. The SEC Contract, NEC Contract, NWC Contract, and SWC Contract are collectively referred to herein as the "Contracts".
- E. The intention of the Purchaser and Seller (collectively, the "Parties") is to hereby identically amend each of the four Contracts, and so to simplify the preparation, drafting, and administration of the amendments, Purchaser and Seller have consolidated the amendment of all four Contracts into this one Amendment.

NOW, THEREFORE, in consideration of the foregoing, TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. Capitalized terms not defined herein shall have the meanings ascribed in the Contracts. The above preambles are incorporated herein as a substantive part of this Amendment. Except as modified by this Amendment, the provisions of each Contract shall remain in full force and effect.

2. The <u>Inspection Period</u> set forth in Section 4 of each Contract is hereby extended by thirty (30) days.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below their respective signatures.

SELLER: OCOEE DEVELOPMENT IV, LLC	PURCHASER: KONOVER ACQUISITIONS CORPORATION
By: Mm	By:
Print Name: RICHARD C WOHLEARTH	Print Name: DAULD COPPA
Title: <u>HANAGER</u>	Title:
Date: 12/20/18	Date: 12/20/18

# SECOND AMENDMENT TO FOUR CONTRACTS OF SALE AND PURCHASE

THIS SECOND AMENDMENT TO CONTRACT OF SALE AND PURCHASE ("Amendment") is entered into by and between KONOVER ACQUISITIONS CORPORATION, a Florida Corporation ("Purchaser"); and OCOEE DEVELOPMENT IV, LLC, a Florida Limited Liability Company (collectively, "Seller"), upon the following terms and conditions:

- A. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "SEC Contract"), for that certain approximate 5.67± acre tract of land (the "Land") located in the Orange County, Florida;
- B. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "NEC Contract"), for that certain approximate 3.57± acre tract of land (the "Land") located in the Orange County, Florida;
- C. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "NWC Contract"), for that certain approximate 4.64± acre tract of land (the "Land") located in the Orange County, Florida;
- D. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "SWC Contract"), for that certain approximate 6.91± acre tract of land (the "Land") located in the Orange County, Florida. The SEC Contract, NEC Contract, NWC Contract, and SWC Contract are collectively referred to herein as the "Contracts".
- E. The original Contracts are all dated with an Effective Date of August 22, 2018 and were all amended pursuant to that certain FIRST AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated December 20, 2018; and
- F. The intention of the Purchaser and Seller (collectively, the "Parties") is to hereby identically amend each of the four Contracts, and so to simplify the preparation, drafting, and administration of the amendments, Purchaser and Seller have consolidated the amendment of all four Contracts into this one Amendment.

NOW, THEREFORE, in consideration of the foregoing, TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. Capitalized terms not defined herein shall have the meanings ascribed in the Contracts. The above preambles are incorporated herein as a substantive part of this Amendment. Except as modified by this Amendment, the provisions of each Contract shall remain in full force and effect.

2. The **Inspection Period** set forth in Section 4 of each Contract, as previously amended, is hereby extended by thirty (30) days.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below their respective signatures.

SELLER: OCOEE DEVELOPMENT IV, LLC	PURCHASER: KONOVER ACQUISITIONS CORPORATION
By: Jhn	Bv:
Print Name: RICHARD C. WOHLFARTH	Print Name: DAVID COPPA
Title: MANAGER	Title:
Date: 1/21/19	Date:/18/19

## THIRD AMENDMENT TO FOUR CONTRACTS OF SALE AND PURCHASE

THIS THIRD AMENDMENT TO CONTRACT OF SALE AND PURCHASE ("Amendment") is entered into by and between KONOVER ACQUISITIONS CORPORATION, a Florida Corporation ("Purchaser"); and OCOEE DEVELOPMENT IV, LLC, a Florida Limited Liability Company (collectively, "Seller"), upon the following terms and conditions:

- A. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "SEC Contract"), for that certain approximate 5.67± acre tract of land (the "Land") located in the Orange County, Florida;
- B. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "NEC Contract"), for that certain approximate 3.57± acre tract of land (the "Land") located in the Orange County, Florida;
- C. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "NWC Contract"), for that certain approximate 4.64± acre tract of land (the "Land") located in the Orange County, Florida;
- D. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "SWC Contract"), for that certain approximate 6.91± acre tract of land (the "Land") located in the Orange County, Florida. The SEC Contract, NEC Contract, NWC Contract, and SWC Contract are collectively referred to herein as the "Contracts".
- E. The original Contracts are all dated with an Effective Date of August 22, 2018 and were all amended pursuant to that certain FIRST AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated December 20, 2018 and that certain SECOND AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated January 21, 2019; and
- F. The intention of the Purchaser and Seller (collectively, the "Parties") is to hereby identically amend each of the four Contracts, and so to simplify the preparation, drafting, and administration of the amendments, Purchaser and Seller have consolidated the amendment of all four Contracts into this one Amendment.

NOW, THEREFORE, in consideration of the foregoing, TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. Capitalized terms not defined herein shall have the meanings ascribed in the Contracts. The above preambles are incorporated herein as a substantive part of this Amendment. Except as modified by this Amendment, the provisions of each Contract shall remain in full force and effect.

2. The <u>Inspection Period</u> set forth in Section 4 of each Contract, as previously amended, is hereby extended by thirty (30) days. With respect to the SEC Contract, for example, the Inspection Period, as amended hereby, shall end on March 20, 2019.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below their respective signatures.

<u>SELLER:</u>	PURCHASER:
OCOEE DEVELOPMENT IV, LLC	KONOVER ACQUISITIONS CORPORATION
A	OC
By:	Ву:
Print Name: Richard C Wolfusion	Print Name: DAVID COPPA
Title:	Title:
Date:	Date: 2/19/18

# FOURTH AMENDMENT TO FOUR CONTRACTS OF SALE AND PURCHASE

THIS FOURTH AMENDMENT TO CONTRACT OF SALE AND PURCHASE ("Amendment") is entered into by and between KONOVER ACQUISITIONS CORPORATION, a Florida Corporation ("Purchaser"); and OCOEE DEVELOPMENT IV, LLC, a Florida Limited Liability Company (collectively, "Seller"), upon the following terms and conditions:

- A. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "SEC Contract"), for that certain approximate 5.67± acre tract of land (the "Land") located in the Orange County, Florida;
- B. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "NEC Contract"), for that certain approximate 3.57± acre tract of land (the "Land") located in the Orange County, Florida;
- C. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "NWC Contract"), for that certain approximate 4.64± acre tract of land (the "Land") located in the Orange County, Florida;
- D. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "SWC Contract"), for that certain approximate 6.91± acre tract of land (the "Land") located in the Orange County, Florida. The SEC Contract, NEC Contract, NWC Contract, and SWC Contract are collectively referred to herein as the "Contracts".
- E. The original Contracts are all dated with an Effective Date of August 22, 2018 and were all amended pursuant to that certain FIRST AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated December 20, 2018 and that certain SECOND AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated January 21, 2019 and that certain THIRD AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated February 21, 2019; and
- F. The intention of the Purchaser and Seller (collectively, the "Parties") is to hereby identically amend each of the four Contracts, and so to simplify the preparation, drafting, and administration of the amendments, Purchaser and Seller have consolidated the amendment of all four Contracts into this one Amendment.

NOW, THEREFORE, in consideration of the foregoing, TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. Capitalized terms not defined herein shall have the meanings ascribed in the Contracts. The above preambles are incorporated herein as a substantive part of this Amendment. Except as modified by this Amendment, the provisions of each Contract shall remain in full force and effect.

2. The <u>Inspection Period</u> set forth in Section 4 of each Contract, as previously amended, is hereby extended by thirty (30) days. With respect to the SEC Contract, for example, the Inspection Period, as amended hereby, shall end on April 19, 2019.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below their respective signatures.

SELLER: OCOEE DEVELOPMENT IV, LLC	PURCHASER: KONOVER ACQUISITIONS CORPORATION
By: The	Ву:
Print Name: RICHARD & WOHLFARTH	Print Name: DAVID COTPA
Title: MANAGEL	Title: CEO
Date: 3/19/19	Date: 3/19/19

### FIFTH AMENDMENT TO FOUR CONTRACTS OF SALE AND PURCHASE

THIS FIFTH AMENDMENT TO FOUR CONTRACTS OF SALE AND PURCHASE ("Amendment") is entered into as of March 12, 2021, by and between KONOVER ACQUISITIONS CORPORATION, a Florida corporation ("Purchaser"); and OCOEE DEVELOPMENT IV, LLC, a Florida limited liability company ("Seller"), upon the following terms and conditions:

- A. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "SEC Contract"), for that certain approximate 4.704 acre tract of land (the "SEC Land") located in the Orange County, Florida;
- B. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "NEC Contract"), for that certain approximate 3.471 acre tract of land (the "NEC Land") located in the Orange County, Florida;
- C. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "NWC Contract"), for that certain approximate 3.973 acre tract of land (the "NWC Land") located in the Orange County, Florida;
- D. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "SWC Contract"), for that certain approximate 7.999 acre tract of land (the "SWC Land") located in the Orange County, Florida. The SEC Contract, NEC Contract, NWC Contract, and SWC Contract are collectively referred to herein as the "Contracts".
- E. The original Contracts are all dated with an Effective Date of August 22, 2018 and were all amended pursuant to that certain FIRST AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated December 20, 2018 and that certain SECOND AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated January 21, 2019 and that certain THIRD AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated February 21, 2019, and that FOURTH AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated February 21, 2019, and that FOURTH AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated February 21, 2019, and that FOURTH AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated March 19, 2019; and
- F. The intention of the Purchaser and Seller (together, the "Parties") is to amend each of the four Contracts in a manner that simplifies the preparation, drafting, and administration of the amendments.

NOW, THEREFORE, in consideration of the foregoing, TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

- 1. <u>General Provisions</u>. Capitalized terms not defined herein shall have the meanings ascribed in the Contracts. The above preambles are incorporated herein as a substantive part of this Amendment. Except as modified by this Amendment, the provisions of each Contract shall remain in full force and effect. In the event of any conflict between the provisions of the Contracts and the provisions of this Amendment, this Amendment shall control. All of the provisions of this Amendment shall survive the Closings contemplated by the Contracts.
- Property. A legal description and sketch of the Land referenced in each of the Contracts is attached hereto and made a part hereof as <u>Exhibit A-1</u> (SEC Land), <u>Exhibit A-2</u> (SWC Land), <u>Exhibit A-3</u> (NEC Land), and <u>Exhibit A-4</u> (NWC Land). At the Closing of the SEC Contract, Purchaser acknowledges that a portion of the SEC Land will be a public right of way that Seller will cause to be vacated following Closing and therefore, at Closing, Seller will quit claim to Purchaser all of Seller's right, title and interest in such right of way.

- 3. <u>Purchase Price Discount</u>. The Purchase Price due to Seller pursuant to each of the Contracts is hereby reduced by an amount equal to ten (10%) percent of each Purchase Price (the "Purchase Price Discount"); provided, however, the Purchase Price Discount for the SEC Contract shall equal \$51,231 (which is two and one-half (2.5%) percent of the Purchase Price due under the SEC Contract) and shall not be applied to the Purchase Price due at the Closing of the SEC Contract but shall be ratably applied (\$17,077 each) as a credit to the Purchase Price applicable to each subsequent Closing under the Contracts. The Purchase Price Discount shall reduce the per square foot amount used to calculate the Purchase Price under each of the Contracts to \$7.54 per square foot for the SWC Land and \$9.00 per square foot for the NEC Land and NWC Land, and such reduced per square foot amounts shall then be used to calculate the Purchase Price due under each of the Contracts based on the square footage of the Land certified by the surveyor on the Purchaser's final approved Survey.
- 4. Declaration and Development Agreement. Section 3.5 and Section 3.6 of the Contracts are hereby deleted and no further force or effect; provided, however, Seller's Work (as described in Exhibit B to the Contracts) is hereby incorporated herein by this reference and Seller shall remain fully obligated to complete all of Seller's Work at Seller's sole cost. At the closing on the SEC Contract, Seller shall execute and record in the public records the Declaration of Covenants, Easements and Restrictions for Ocoee Village (North) (the "North Declaration"), Declaration of Covenants, Easements, and Restrictions for Ocoee Village (South) (the "South Declaration"), and the Infrastructure Development and Escrow Agreement for Ocoee Village Center ("Development Agreement"), all in the final forms (and exhibits) approved in writing by Purchaser prior to such closing. To the extent any of Seller's Work is not part of the Development Agreement and/or not completed by Seller as of the Closing on the SWC Contract, Purchaser shall have an engineer and contractor selected by Purchaser prepare a budget to complete the remaining Seller's Work (the "Budget") and, at the Closing on the SWC Contract, an amount equal to 105% of all the estimated hard and soft costs set forth in the Budget shall be escrowed from Seller's proceeds at Closing ("Escrowed Funds"). Purchaser, at Purchaser's sole option may complete the remaining Seller's Work following Closing. If Purchaser chooses not to perform Seller's Work after Closing, Seller shall complete the remaining Seller's Work following Closing pursuant to a schedule approved by Purchaser and Seller. The Parties shall reconcile the Budget with the actual hard and soft costs incurred in constructing the Seller's Work, and any underpayment or overpayment shall be paid by Purchaser to Seller or reimbursed to Purchaser, as applicable, within thirty (30) days after the Seller's Work has been completed. The Escrowed Funds may be used to fund the cost of the Seller's Work. During the term of the NEC Contract and NWC Contract, Seller will not assign or amend the North Declaration without the prior written consent of Purchaser.
- 5. <u>Remainder of Land Option; Lakewood Vacation</u>. As an accommodation to Seller, but subject to the Purchase Price Discount and, if applicable, the Remainder of Land Option (as defined below), Purchaser has agreed to close on the SEC Contract based on the legal description of a portion of the SEC Land, as more particularly described in Purchaser's title insurance commitment (which portion excludes the remainder of the SEC Land that is part of North Lakewood Avenue, a public right of way). Upon thirty (30) days advance written notice to Seller, Purchaser shall have the option to purchase ("Remainder of Land Option") all of the Land described in the SWC Contract, NWC Contract, and NEC Contract (the "Remainder of Land") for a purchase price equal to the outstanding principal balance of Seller's Mortgage Loan (as defined below), plus any unpaid interest and prepayment fees (the "Option Purchase Price") in the event (1) Seller defaults under the Seller Loan Documents (as defined below), subject to applicable notice and cure periods; provided, however, that Purchaser is not in default under the Contracts beyond any applicable notice and cure periods or has not terminated any of the Contracts for any reason, or (2) Seller fails to satisfy the following requirements within one hundred eighty (180) days following the Closing on the SEC Contract: (a) all portions of North Lakewood Avenue that are currently part of the Land (as shown on

Lakewood Avenue that are currently part of the Land (as shown on Exhibit 2a attached hereto) shall be vacated by all applicable governmental authorities and not subject to any conditions or exceptions that have not reasonably been approved by Purchaser (the "Lakewood Vacation"), and the Title Company shall be willing to insure that fee simple title to the Land included in the Lakewood Vacation is owned by Purchaser and Seller, as applicable, as the owners of the privately owned land adjacent to the Lakewood Vacation, and (b) the Orlando/Orange County Expressway Authority has either (i) entered into a binding agreement with the City of Ocoee to convey to the City of Ocoee the remainder of the right of way areas described in Exhibit 2a that are not a part of the Lakewood Vacation free from any reverter or rights to repurchase and otherwise not subject to any conditions or exceptions that have not reasonably been approved by Purchaser; or (ii) entered into a binding agreement with Seller permitting Seller to purchase the remainder of the right of way areas described on Exhibit 2a that are not part of the Lakewood Vacation. Seller represents and warrants to Purchaser that, as of the date hereof, the only mortgage or other encumbrance on the Remainder of Land is a first mortgage securing a promissory note in the amount of Two Million Six Hundred Thousand (\$2,600,000.00) Dollars ("Seller's Mortgage Loan") payable to V 3 Funding Ocoee, LLC ("Seller's Mortgagee"), and Seller hereby agrees not to accept any increase or future advance under the Seller's Mortgage Loan during the term of the Remainder of Land Option, nor shall Seller grant any further liens or encumbrances secured by the Remainder of Land. In addition, as security for the Remainder of Land Option, simultaneously with the closing of the SEC Contract, (a) Seller shall record a notice (i) limiting future advances with respect to the Seller's Mortgage Loan and (ii) prohibiting further liens and encumbrances, which notice shall specifically reference the Remainder of Land Option granted to Purchaser. Seller shall deliver to Purchaser (a) true, correct, and complete copies of the documents evidencing the Seller's Mortgage Loan ("Seller Loan Documents") at or prior to Closing, and (b) any notices of default Seller receives from Seller's Mortgagee within three (3) business days after Seller's receipt thereof.

6. <u>Closing</u>. Subject to the terms and conditions of the Contracts (as amended hereby), the Closing contemplated by each of the Contracts shall occur as follows: (a) on the SEC Contract, on the date of this Amendment, (b) on the SWC Contract, thirty (30) days following Seller's completion of all of the work and other Seller obligations set forth in the Development Agreement ("Completion"), (c) on the NWC Contract, ninety (90) days following the later of the closing on the SWC Contract or Completion, and (d) on the NEC Contract, ninety (90) days following the later of the closing on the NWC Contract or Completion. At the closing on the SWC Contract, Seller agrees to deliver a portion of the Purchase Price to the escrow agent under the Development Agreement in the amount of approximately \$272,000.00 to satisfy the Seller's maintenance bond obligation required to be delivered to the City of Ocoee upon completion of the work described in the Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth in the preamble.

SELLER:

OCOEE DEVELOPMENT IV, LLC

PURCHASER: KONOVER ACQUISITIONS CORPORATION

Richard C. Wohlfarth, Manager

By:___

David Coppa, CEO

Exhibit 2a attached hereto) shall be vacated by all applicable governmental authorities and not subject to any conditions or exceptions that have not reasonably been approved by Purchaser (the "Lakewood Vacation"), and the Title Company shall be willing to insure that fee simple title to the Land included in the Lakewood Vacation is owned by Purchaser and Seller, as applicable, as the owners of the privately owned land adjacent to the Lakewood Vacation, and (b) the Orlando/Orange County Expressway Authority has either (i) entered into a binding agreement with the City of Ocoee to convey to the City of Ocoee the remainder of the right of way areas described in Exhibit 2a that are not a part of the Lakewood Vacation free from any reverter or rights to repurchase and otherwise not subject to any conditions or exceptions that have not reasonably been approved by Purchaser; or (ii) entered into a binding agreement with Seller permitting Seller to purchase the remainder of the right of way areas described on Exhibit 2a that are not part of the Lakewood Vacation. Seller represents and warrants to Purchaser that, as of the date hereof, the only mortgage or other encumbrance on the Remainder of Land is a first mortgage securing a promissory note in the amount of Two Million Six Hundred Thousand (\$2,600,000.00) Dollars ("Seller's Mortgage Loan") payable to V 3 Funding Ocoee, LLC ("Seller's Mortgagee"), and Seller hereby agrees not to accept any increase or future advance under the Seller's Mortgage Loan during the term of the Remainder of Land Option, nor shall Seller grant any further liens or encumbrances secured by the Remainder of Land. In addition, as security for the Remainder of Land Option, simultaneously with the closing of the SEC Contract, (a) Seller shall record a notice (i) limiting future advances with respect to the Seller's Mortgage Loan and (ii) prohibiting further liens and encumbrances, which notice shall specifically reference the Remainder of Land Option granted to Purchaser. Seller shall deliver to Purchaser (a) true, correct, and complete copies of the documents evidencing the Seller's Mortgage Loan ("Seller Loan Documents") at or prior to Closing, and (b) any notices of default Seller receives from Seller's Mortgagee within three (3) business days after Seller's receipt thereof.

6. <u>Closing</u>. Subject to the terms and conditions of the Contracts (as amended hereby), the Closing contemplated by each of the Contracts shall occur as follows: (a) on the SEC Contract, on the date of this Amendment, (b) on the SWC Contract, thirty (30) days following Seller's completion of all of the work and other Seller obligations set forth in the Development Agreement ("Completion"), (c) on the NWC Contract, ninety (90) days following the later of the closing on the SWC Contract or Completion, and (d) on the NEC Contract, ninety (90) days following the later of the closing on the NWC Contract or Completion. At the closing on the SWC Contract, Seller agrees to deliver a portion of the Purchase Price to the escrow agent under the Development Agreement in the amount of approximately \$272,000.00 to satisfy the Seller's maintenance bond obligation required to be delivered to the City of Ocoee upon completion of the work described in the Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth in the preamble.

#### SELLER:

OCOEE DEVELOPMENT IV, LLC

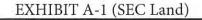
## **PURCHASER:**

KONOVER ACQUISITIONS CORPORATION

By: David Coppa, CEO

By:

Richard C. Wohlfarth, Manager





246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

## SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

### **DESCRIPTION:**

PARCEL SE

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A Portion of the Southwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East along the South line of said Southwest 1/4, a distance of 1,314.82 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence North 00'17'43" East along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5, a distance of 1,104.85 feet to the POINT OF BEGINNING; thence departing from said East line run North 89°13'22" West, a distance of 158.15 feet to a point of curvature of a curve concave to the North; thence Westerly along said curve having a radius of 1,685.41 feet, a central angle of 19°13'30" for an arc distance of 565.52 feet; thence North 13*43'45" West along a non-tangent line, a distance of 41.58 feet; thence North 42'32'22" East, a distance of 29.78 feet to a point on the arc of a non-tangent curve concave to the Northwest, the radius point of which bears North 62°22'55" West; thence Northeasterly along said curve having a radius of 1,012.00 feet, a central angle of 05'09'35" for an arc distance of 91.13 feet to a point of tangency; thence North 22°27'30" East, a distance of 117.36 feet; thence North 65°30'31" East, a distance of 47.78 feet to a point on the arc of a non-tangent curve concave to the North, the radius point of which bears North 18*33'31" East; thence Easterly along said curve having a radius of 1,385.18 feet, a central angle of 14*32'16" for an arc distance of 351.46 feet to a point on the South right-of-way line of Clarcona-Ocoee Road; thence South 89°10'08" East along said South right-of-way line, a distance of 232.50 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence South 00°17'43" West along said East line, a distance of 304.80 feet to the POINT OF BEGINNING.

Containing 4.704 acres (204,924 square feet), more or less.

#### NOTES:

REVISIONS

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH 2 CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00'53'06" WEST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORI NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICU AND CONSUMER SERVICES.

DAT

PROJECT NAME: OCOEE VILLAGE LOCATION: City of Ocoee, Orange County, Florida.

#### CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM WOHLFARTH CONSULTING GROUP LLC:

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E	BY	PROFESSIONAL		E. WAY, P.S d MAPPER #		F FLORIDA	PROJECT NO.
		DATE: 4/01/19	DRAWN BY B	F BY	ECKED	FIELD BOOK N	/A

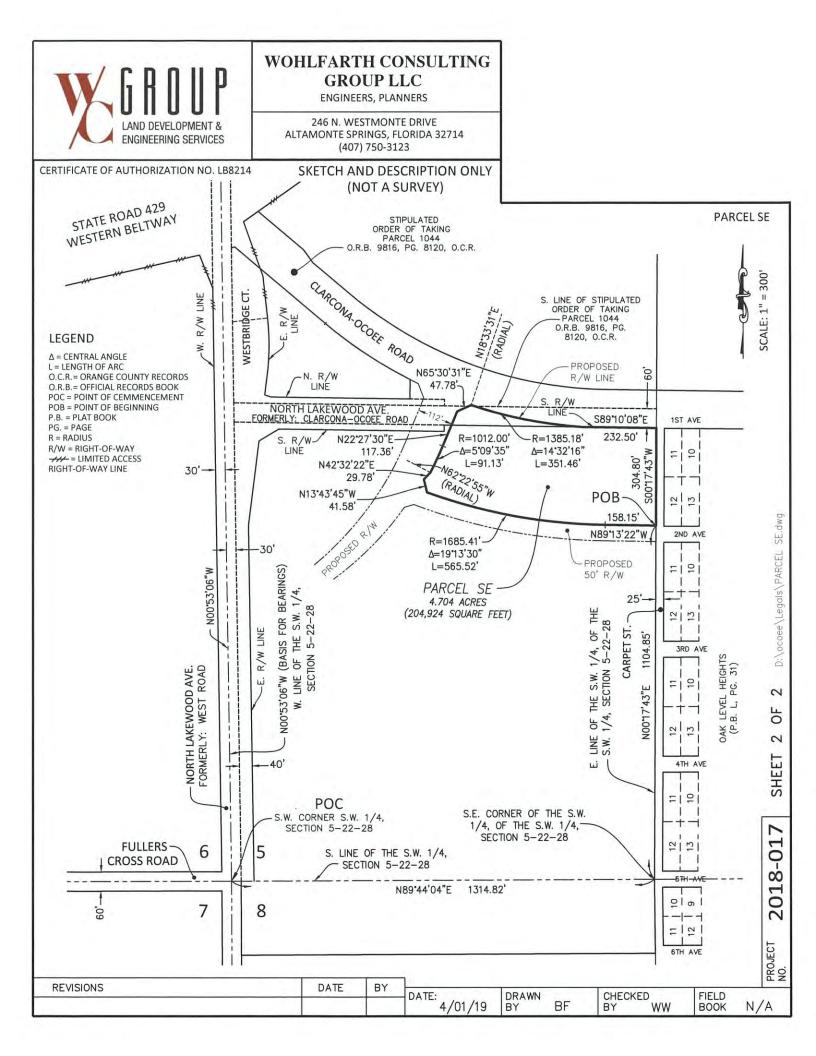


EXHIBIT A-2 (SWC Land)



#### WOHLFARTH CONSULTING GROUP LLC ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE

ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

#### CERTIFICATE OF AUTHORIZATION NO. LB8214

## SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

#### **DESCRIPTION:**

PARCEL SC1 (COMMERCIAL)

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A portion of the Southwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida, Together with portions of the right-of-way for North Lakewood Avenue, Westbridge Court and Clarcona-Ocoee Road lying in the Southwest 1/4 of said Section 5, being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 00'53'06" West along the West line of the Southwest 1/4 of said Section 5, a distance of 1184.83 feet; thence departing from said West line run North 89'06'54" East a distance of 30.00 feet to the POINT OF BEGINNING, said point lying on the East line of the West 30.00 feet of the Southwest 1/4 of said Section 5; thence North 00'53'06" West along said East line, a distance of 794.10 feet to a point on the Easterly extension of the Southerly Limited Access right-of-way line for State Road 429 as shown on the Orlando—Orange County Expressway Authority Right—of Way Map, Section 75320-6460-602/603; thence North 77'03'49" East along said line, a distance of 10.86 feet to a point on the Westerly extension of the Southerly line of Parcel 1044, as described in Stipulated Order of Taking recorded in Official Records Book 9816, Page 8120, of said Public Records; thence South 49'49'02" East along said line, a distance of 370.06 feet to a point on the arc of a non-tangent curve concave to the Northeast, the radius point of which bears North 40"11'43" East, the following described course being along the Southerly line of said Parcel 1044 and the Easterly extension thereof; thence Southeasterly along said curve, having a radius of 1,385.18 feet, a central angle of 1417'21" for an arc distance of 345.45 feet; thence South 20'49'04" East along a non-tangent line, a distance of 47.99 feet; thence South 22'27'30" West, a distance of 146.68 feet to a point of curvature of a curve concave to the Northwest; thence Southwesterly along said curve having a radius of 1,000.00 feet, a central angle of 26'16'13" for an arc distance of 458.50 feet; thence North 85'37'41" West along a non-tangent line, a distance of 35.75 feet; thence North 39'59'05" West, a distance of 92.98 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly along said curve having a radius of 100.00 feet, a central angle of 20°16'51" for an arc distance of 35.40 feet to a point of tangency; thence North 60'15'56" West, a distance of 93.77 feet to a point of curvature of a curve concave to the South; thence Westerly along said curve having a radius of 100.00 feet, a central angle of 24'10'24" for an arc distance of 42.19 feet; thence North 42'39'43" West along a non-tangent line, a distance of 33.31 feet to the POINT OF BEGINNING.

Said lands situate lying and being in the City of Ocoee, Orange County, Florida, containing 7.999 acres (348,419 square feet), more or less.

DATE

#### NOTES:

REVISIONS

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00'53'06" WEST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

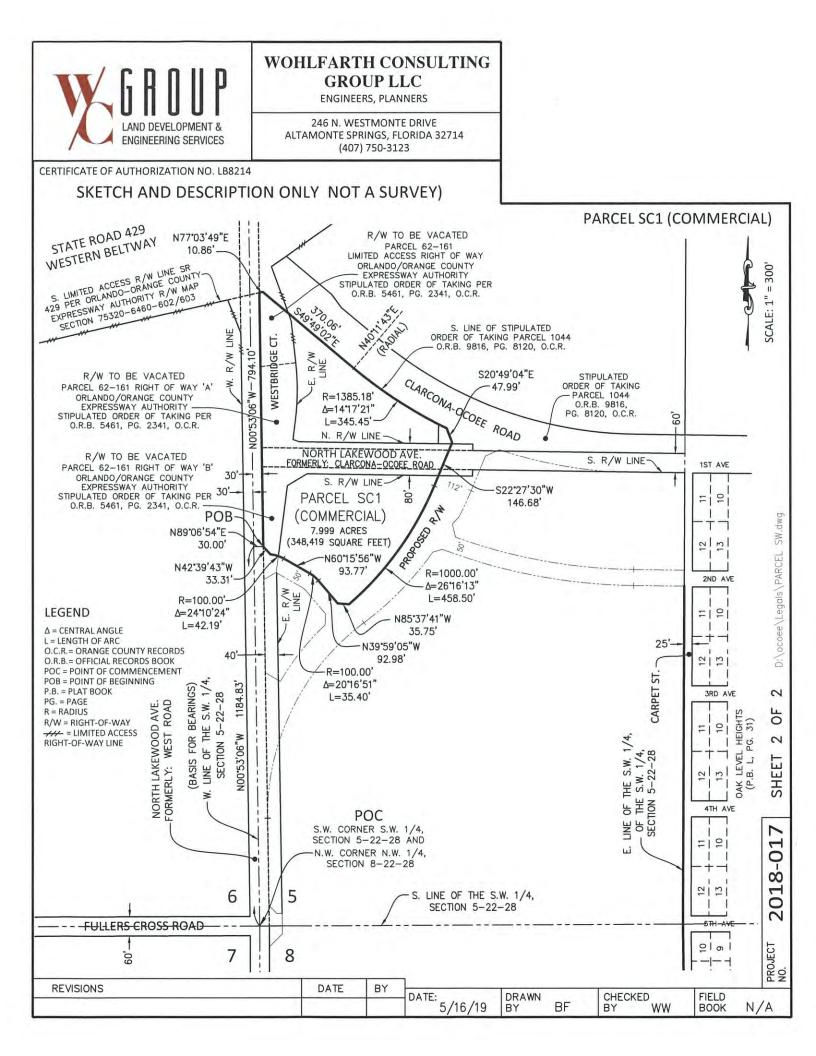
PROJECT NAME: OCOEE VILLAGE LOCATION: City of Ocoee, Orange County, Florida.

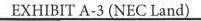
#### CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM WOHLFARTH CONSULTING GROUP LLC:

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BY	PROFES	SIONAL	SURVEYOR	and MAF	PPER #2885	STATE OF	FLORIDA	PRO
	DATE: 5/	16/19	DRAWN BY	BF	CHECKED BY	ww	FIELD BOOK	N/A







## WOHLFARTH CONSULTING GROUP LLC

ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

## SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

## PARCEL NC2 (COMMERCIAL)

#### **DESCRIPTION:**

A Portion of the Southwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of said Section 5; thence South 88°07'15" East along the North line of the Southwest 1/4 of said Section 5, a distance of 1375.65 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 5; thence South 00°17'43" West along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5, a distance of 1,063.25 feet to the POINT OF BEGINNING; thence continue South 00°17'43" West along said East line, a distance of 288.01 feet to a point on the Northerly line of Right-of-Way Taking, Parcel No. 1044, per Official Records Book 9816, Page 8120 of the Public Records of Orange County, Florida, the following two (2) courses being along said Northerly line; thence North 89°13'22" West, a distance of 154.59 feet to a point of curvature of a curve concave to the North; thence Westerly along the arc of said curve having a radius of 1262.21 feet, a central angle of 17'08'52" for an arc distance of 377.76 feet; thence departing from said North right-of-way line run North 24'48'30" West, a distance of 51.42 feet; thence North 22'27'30" East, a distance of 119.15 feet; thence South 76'33'58" East, a distance of 19.78 feet; thence South 89'13'22" East, a distance of 208.98 feet to the POINT OF BEGINNING.

Said lands situate lying and being in the City of Ocoee, Orange County, Florida, containing 3.471 acres (151,203 square feet), more or less.

#### NOTES:

REVISIONS

**Revised Boundary** 

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID NORTH LINE HAVING AN ASSUMED BEARING OF SOUTH 88'07'15" EAST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

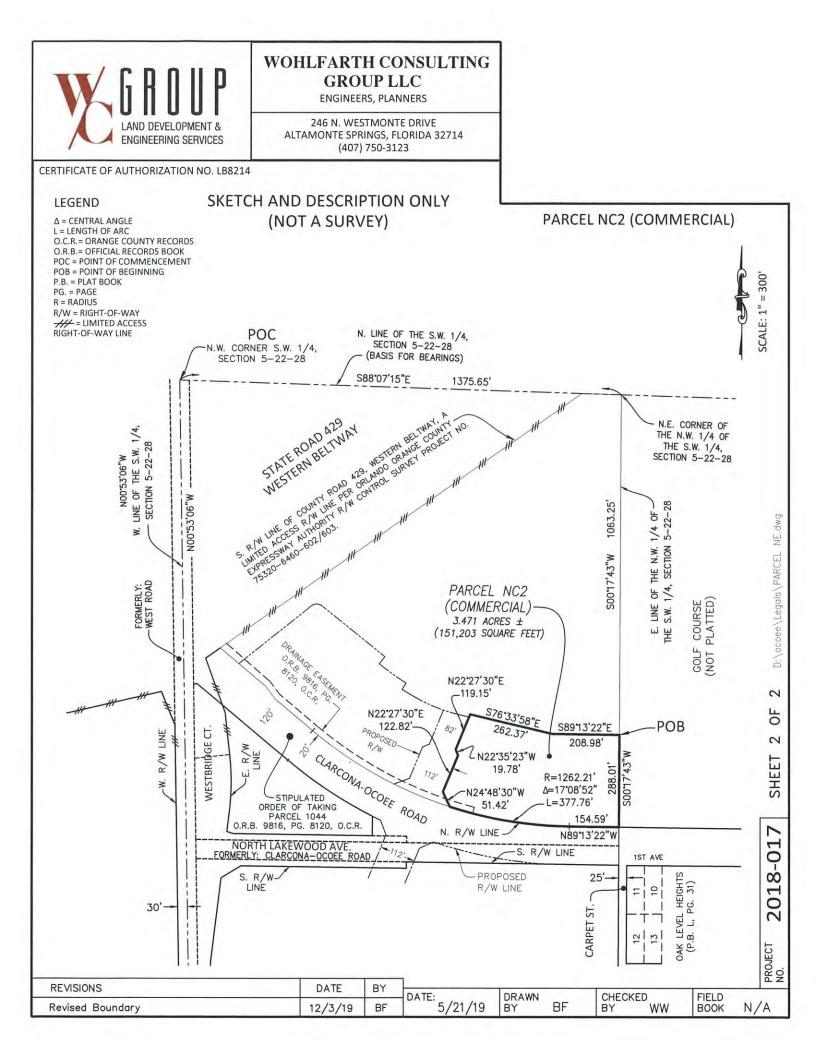
PROJECT NAME: OCOEE VILLAGE LOCATION: City of Ocoee, Orange County, Florida.

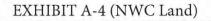
#### CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM WOHLFARTH CONSULTING GROUP LLC:

D BY THE FLORIDA DEPARTMENT OF AGRICULTURE CES. DATE BY			-		WILS	SON E. W	AY, P.S.M.			-	ECT
	DATE	BY	PR	OFESSIONAL	SURVEYOR	and MA	PPER #2885	STATE	OF FLORIDA	×	PROJE NO.
	12/3/19	BF	DATE:		DRAWN	-	CHECKE	D	FIELD		
			DATE:	5/21/19	BY	BF	BY	WW	BOOK	N/.	A







## WOHLFARTH CONSULTING GROUP LLC

ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

## SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

## **DESCRIPTION:**

PARCEL NC1 (COMMERCIAL)

A portion of the Southwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of said Section 5; thence South 88'07'15" East along the North line of the Southwest 1/4 of said Section 5, a distance of 1375.65 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 5; thence South 00°17'43" West along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5, a distance of 1,351.26 feet to a point on the Northerly line of Right-of-Way Taking, Parcel No. 1044, per Official Records Book 9816, Page 8120 of the Public Records of Orange County, Florida, the following six (6) courses being along said Northerly line; thence North 89'13'22" West, a distance of 154.59 feet to a point of curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve having a radius of 1262.21 feet, a central angle of 25'39'11" for an arc distance of 565.13 feet to the POINT OF BEGINNING; thence continue Northwesterly along the arc of the last described curve having a radius of 1,262.21 feet, a central angle of 13*47'12", for an arc length of 303.72 feet; thence North 49°49'55" West along a non-tangent line, a distance of 151.44 feet; thence North 36'19'17" West, a distance of 51.42 feet; thence North 49'49'02" West, a distance of 109.05 feet; thence departing from said Northerly line, run North 5118'34" East, a distance of 289.04 feet to a point of curvature of a curve concave to the South; thence Easterly along said curve having a radius of 26.00 feet, a central angle of 77'45'19" for an arc distance of 35.28 feet to a point of tangency; thence South 50°56'06" East, a distance of 252.23 feet; thence South 38'51'35" West, a distance of 28.22 feet to a point on the arc of a non-tangent curve concave to the Northeast, the radius point of which bears North 38'51'35" East; thence Southeasterly along said curve having a radius of 969.21 feet, a central angle of 06'07'11" for an arc distance of 103.52 feet to a point of non-tangency; thence South 32'44'24" West, a distance of 23.00 feet to a point on the arc of a non-tangent curve concave to the Northeast, the radius point of which bears North 32'44'24" East; thence Southeasterly along said curve having a radius of 992.21 feet, a central angle of 02'17'27" for an arc distance of 39.67 feet to a point of compound curvature of a curve concave to the Northeast; thence Southeasterly along said curve having a radius of 535.00 feet, through a central angle of 07'20'51", for an arc length of 68.61 feet; thence South 23°06'07" West along a non-tangent line, a distance of 20.00 feet; thence South 67*32'30" East, a distance of 35.79 feet; thence South 22*27'30" West, a distance of 94.17 feet; thence South 67*30'24" West, a distance of 22.61 feet; thence South 22'27'30" West, a distance of 106.38 feet; thence South 69'26'39" West, a distance of 51.18 feet to the POINT OF BEGINNING.

Said lands situate lying and being in the City of Ocoee, Orange County, Florida, containing 3.973 acres (173,068 square feet), more or less.

#### NOTES:

REVISIONS

REVISED BOUNDARY

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID NORTH LINE HAVING AN ASSUMED BEARING OF SOUTH 88'07'15" EAST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

DATE

3/31/20

BY

BF

PROJECT NAME: OCOEE VILLAGE LOCATION: City of Ocoee, Orange County, Florida.

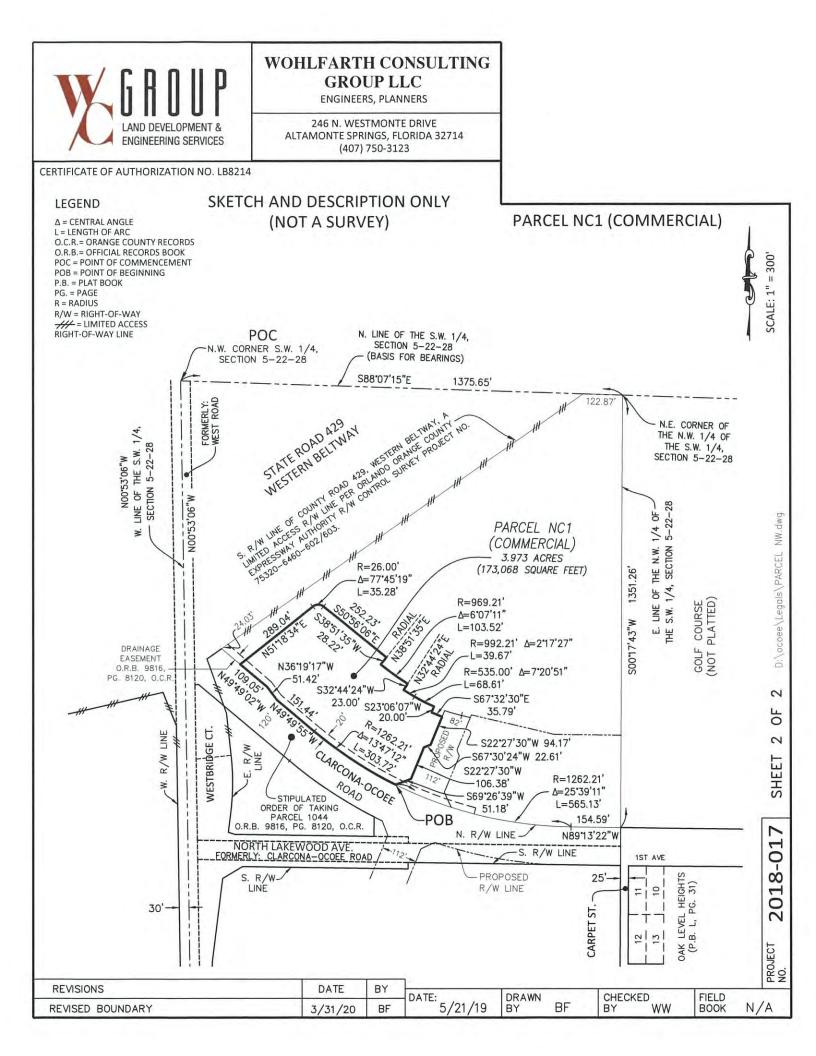
### **CERTIFICATION:**

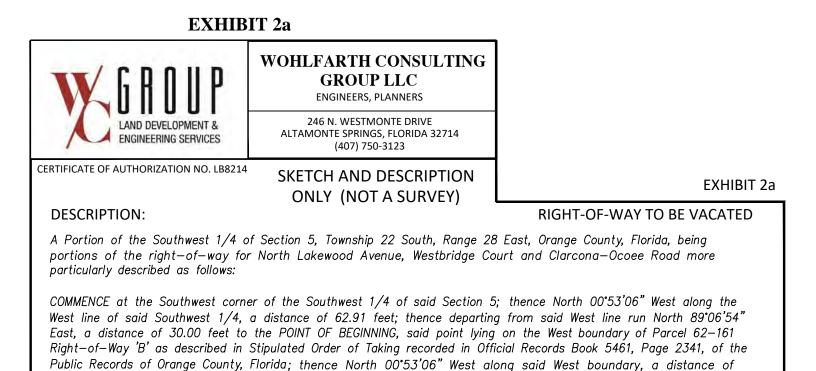
I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM WOHLFARTH CONSULTING GROUP LLC:

				20
PROFESSIONAL	WILSON E. V SURVEYOR and MA	VAY, P.S.M. PPER #2885 STATE (	OF FLORIDA	PROJECT NO.
DATE: 5/21/19	DRAWN BY BF	CHECKED BY WW	FIELD BOOK	N/A

bwp





272.97 feet to a point of curvature of a curve concave to the East; thence departing from said West boundary run Northerly along said curve having a radius of 750.00 feet, a central angle of 18'47'49" for an arc distance

hereinafter known as Point A; thence South 00°53'06" East along said East boundary, being non-tangent to the

last described curve, a distance of 539.80 feet; thence departing from said East boundary run South 89°44'04"

of 246.05 feet to a point lying on the East boundary of said Parcel 62–161 Right-of-Way 'B', said point

West, a distance of 15.27 feet; thence North 45°34'31" West, a distance of 35.16 feet to the POINT OF

COMMENCE at said Point A; thence North 00°53'06" West along the East boundary of said Parcel 62–161 Right-of-Way 'B', a distance of 188.81 feet to the POINT OF BEGINNING; thence departing from said East boundary run North 59°56'13" West, a distance of 46.64 feet to a point lying on the West boundary of said Parcel 62–161 Right-of-Way 'B'; thence North 00°53'06" West along said West boundary, a distance of 291.03 feet; thence departing from said West boundary run North 59°25'29" East, a distance of 43.44 feet; thence South 60°15'56" East, a distance of 2.63 feet to a point lying on the East boundary of said Parcel 62–161 Right-of-Way 'B', said point hereinafter known as POINT B; thence South 00°53'06" East along said East boundary,

4. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00'53'06" WEST.

a distance of 335.18 feet to the POINT OF BEGINNING.

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS

NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY

OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF

DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS

WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

AND DOES NOT CONSTITUTE A FIELD SURVEY.

BEGINNING.

TOGETHER WITH:

TOGETHER WITH:

NOTES:

RECORD.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: OCOEE VILLAGE LOCATION: City of Ocoee, Orange County, Florida.

**CERTIFICATION:** 

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE.

(Continued on Sheet 2 of 3)

FOR THE FIRM WOHLFARTH CONSULTING GROUP LLC:

AND CONSUMER SERVICES.			WILSON E. WAY, P.S.M. PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA	PRUJE NO.
REVISIONS	DATE	BY	DATE: / / DRAWN CHECKED FIELD	
		1	4/03/19 BY BF BY WW BOOK N/A	4



## WOHLFARTH CONSULTING GROUP LLC

ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

## SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

(Continued from Sheet 1 of 3)

EXHIBIT 2a

D:\ocoee\Legals\N-LAKEWOOD-AVE-VACATION.dwg

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SHEET

2018-017

## **RIGHT-OF-WAY TO BE VACATED**

## **DESCRIPTION:**

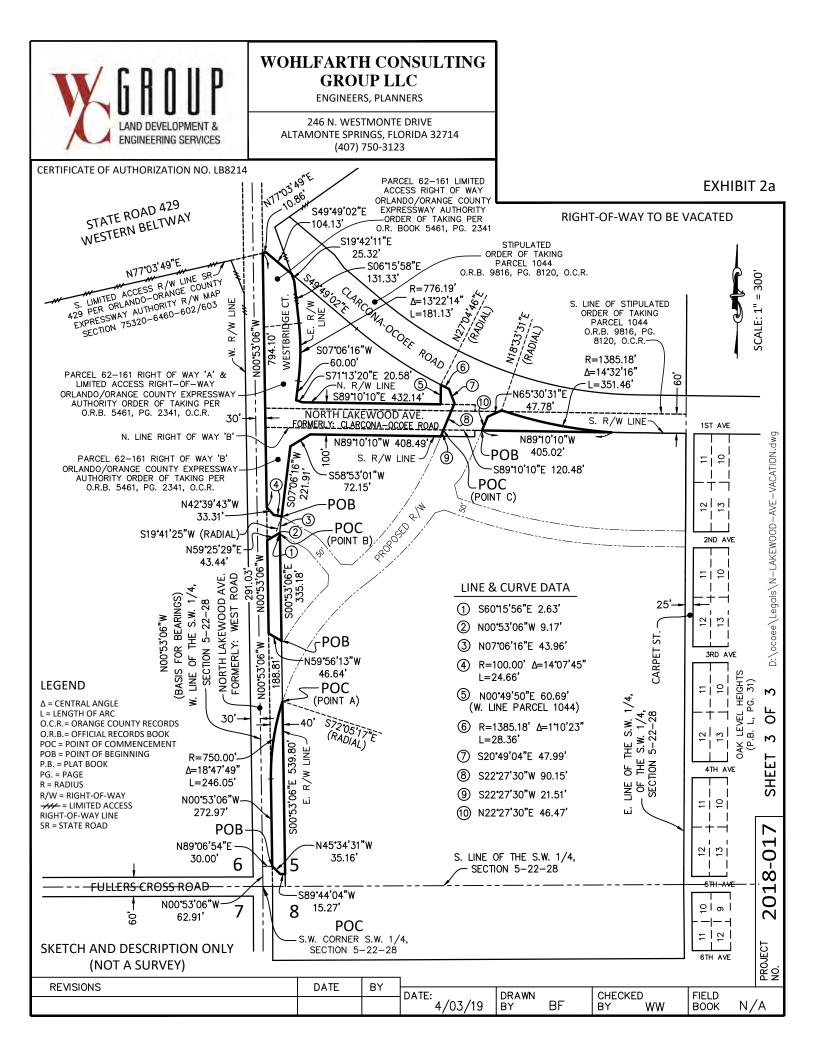
COMMENCE at said Point B, the following two (2) courses being along the East boundary of said Parcel 62-161 Right-of-Way 'B'; thence North 00°53'06" West, a distance of 9.17 feet; thence North 07°06'16" East, a distance of 43.96 feet to the POINT OF BEGINNING, said point being the beginning of a curve concave to the South, the radius point of which bears South 19°41'25" West; thence departing from said East boundary run Westerly along said curve having a radius of 100.00 feet, a central angle of 14'07'45", for an arc distance of 24.66 feet; thence North 42°39'43" West along a non-tangent line, a distance of 33.31 feet to a point on the West boundary of said Parcel 62–161 Right-of-Way 'B'; thence North 00'53'06" West along said West line and the northerly extension thereof, a distance of 794.10 feet to a point on the Easterly extension of the Southerly Limited Access right—of—way line for State Road 429 as shown on the Orlando—Orange County Expressway Authority Right-of Way Map, Section 75320-6460-602/603; thence North 77'03'49" East along said line, a distance of 10.86 feet to a point on the Westerly extension of the Southerly line of Parcel 1044, as described in Stipulated Order of Taking recorded in Official Records Book 9816, Page 8120, of said Public Records; thence South 49°49'02" East along said line, a distance of 104.13 feet, the following two (2) courses being along the Easterly boundary of said Parcel 62–161 Limited Access Right-of-Way as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of said Public Records; thence South 19°42'11" East, a distance of 25.32 feet; thence South 06°15'58" East, a distance of 131.33 feet to a point of curvature of a curve concave to the West, the following four (4) courses being along the boundary of Parcel 62–161 Right-of-Way 'A' as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of said Public Records; thence Southerly along said curve having a radius of 776.19 feet, a central angle of 13°22'14" for an arc distance of 181.13 feet to a point of tangency; thence South 07°06'16" West, a distance of 60.00 feet; thence South 71°13'20" East, a distance of 20.58 feet; thence South 89°10'10" East, a distance of 432.14 feet; thence North 00°49'50" East along a West line of said Parcel 1044, a distance of 60.69 feet to a point on the arc of a non-tangent curve concave to the Northeast, the radius point of which bears North 27°04'46" East; thence Southeasterly along said curve having a radius of 1,385.18 feet, a central angle of 01°10'23" for an arc distance of 28.36 feet; thence South 20°49'04" East along a non-tangent line, a distance of 47.99 feet; thence South 22°27'30" West, a distance of 90.15 feet to a point hereinafter known as Point C; thence continue South 22°27'30" West, a distance of 21.51 feet, the following three (3) courses being along the boundary of said Parcel 62–161 Right–of–Way 'B'; thence North 89°10'10" West, a distance of 408.49 feet; thence South 58°53'01" West, a distance of 72.15 feet; thence South 07°06'16" West, a distance of 221.91 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at said Point C; thence South 89'10'10" East along the North line of said Parcel 62–161 Right-of-Way 'B' and the Easterly extension thereof, a distance of 120.48 feet to the POINT OF BEGINNING; thence departing from said line, run North 22'27'30" East, a distance of 46.47 feet; thence North 65'30'31" East, a distance of 47.78 feet to a point on the arc of a non-tangent curve concave to the North, the radius point of which bears North 18'33'31" East; thence Easterly along said curve having a radius of 1,385.18 feet, a central angle of 14'32'16" for an arc distance of 351.46 feet to a point lying on the South right-of-way line of Clarcona-Ocoee Road; thence North 89'10'10" West along a non-tangent line and said South right-of-way line, a distance of 405.02 feet to the POINT OF BEGINNING.

Said lands containing 3.754 acres (163,513 square feet), more or less.

			_				PROJECT NO.
REVISIONS	DATE	BY		DRAWN	CHECKED		
			4/03/19	BY BF	BY WW	FIELD BOOK	N/A



#### SIXTH AMENDMENT TO CONTRACTS OF SALE AND PURCHASE

THIS SIXTH AMENDMENT TO CONTRACTS OF SALE AND PURCHASE ("Amendment") is entered into as of the date last executed below, by and between KONOVER ACQUISITIONS CORPORATION, a Florida corporation ("Purchaser"); and OCOEE DEVELOPMENT IV, LLC, a Florida limited liability company ("Seller"), upon the following terms and conditions:

- A. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "SEC Contract"), for that certain approximate 4.704 acre tract of land (the "SEC Land") located in the Orange County, Florida;
- B. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "NEC Contract"), for that certain approximate 3.471 acre tract of land (the "NEC Land") located in the Orange County, Florida;
- C. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "NWC Contract"), for that certain approximate 3.973 acre tract of land (the "NWC Land") located in the Orange County, Florida;
- D. WHEREAS Purchaser and Seller are parties to that certain CONTRACT OF SALE AND PURCHASE (the "SWC Contract"), for that tract of land described therein, as amended, and which includes the (as defined below) the Spite Strips, Lakewood Avenue Right of Way, and Surplus Property (collectively, the "SWC Land") located in the Orange County, Florida. The SEC Contract, NEC Contract, NWC Contract, and SWC Contract are collectively referred to herein as the "Contracts".
- E. The original Contracts are all dated with an Effective Date of August 22, 2018 and were all amended pursuant to that certain FIRST AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated December 20, 2018 and that certain SECOND AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated January 21, 2019 and that certain THIRD AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated February 21, 2019, and that FOURTH AMENDMENT TO CONTRACT OF SALE AND PURCHASE dated March 19, 2019 and that FIFTH AMENDMENT TO FOUR CONTRACTS OF SALE AND PURCHASE dated March 12, 2021; and
- F. WHEREAS, Purchaser closed on the purchase of the SEC Land on March 12, 2021 pursuant to the terms of the SEC Contract, as amended.
- G. The intention of the Purchaser and Seller (together, the "Parties") is to amend the NEC Contract, NWC Contract and SWC Contract in a manner that simplifies the preparation, drafting, and administration of the amendments.

NOW, THEREFORE, in consideration of the foregoing, TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

 <u>General Provisions</u>. Capitalized terms not defined herein shall have the meanings ascribed in the Contracts, as amended. The above preambles are incorporated herein as a substantive part of this Amendment. Except as modified by this Amendment, the provisions of each Contract shall remain in full force and effect. In the event of any conflict between the provisions of the Contracts and the provisions of this Amendment, this Amendment shall control. All of the provisions of this Amendment shall survive the Closings contemplated by the Contracts. 2. Paragraph 5 of the Fifth Amendment to Four Contracts of Sale and Purchase dated March 12, 2021 is hereby deleted in its entirety and replaced with the following:

<u>Remainder of Land Option; Lakewood Vacation</u>. Exhibit A attached to this 6th Amendment represents the right of way areas to be conveyed by the Expressway Authority and City.

Upon thirty (30) days advance written notice to Seller, Purchaser shall have the option to purchase ("Remainder of Land Option") all of the Land described in the SWC Contract, NWC Contract, and NEC Contract (the "Remainder of Land") for a purchase price equal to the outstanding principal balance of Seller's Mortgage Loan (as defined below), plus any unpaid interest and prepayment fees (the "Option Purchase Price") in the event (1) Seller defaults under the Seller Loan Documents (as defined below), subject to applicable notice and cure periods; provided, however, that Purchaser is not in default under the Contracts beyond any applicable notice and cure periods or has not terminated any of the Contracts for any reason, or (2) Seller fails to acquire the Spite Strips from the Central Florida Expressway Authority ("Expressway Authority") and/or fails to cause the Lakewood Avenue Right of Way to be vacated by the City of Ocoee ("City") as set forth in subsections A and B below, .

#### Lakewood Avenue Right of Way.

A. The transfer of the areas in green as shown on Exhibit A ("Spite Strips") will be accomplished with the Expressway Authority via its "inequitable sale" process. Upon receipt of an appraisal of the Spite Strips, Seller will negotiate a purchase agreement with the Expressway Authority for the purchase of the Spite Strips. The purchase agreement for the Spite Strips must be approved by the Expressway Authority Right of Way Committee and the Expressway Authority Board of Directors. Seller shall purchase the Spite Strips from the Expressway Authority free from any reversionary interests at the appraised value plus costs. No public auction for the transfer of this right of way is needed. The Spite Strips conveyed to Seller (or Seller's rights therein) shall be included in the land to be conveyed to Purchaser at the closing of the SWC Contract or in exercising the Remainder of Land Option.

B. The Seller and the City have entered into a Right of Way Exchange Agreement whereby the City has agreed to vacate the existing "Lakewood Avenue Right of Way" (shown in **blue** on Exhibit A) in exchange for the Seller's dedication of the Right of Way for the re-aligned Lakewood Avenue (shown in red on Exhibit A) upon recordation of the Plat for Ocoee Village Center. The vacation of the Lakewood Avenue Right of Way will be scheduled after the conveyance of the Spite Strips and Surplus Property to Seller. The Lakewood Avenue Right of Way vacated by the City of Ocoee pursuant to the Right of Way Exchange Agreement (or Seller's rights therein) shall be included in the land to be conveyed to Purchaser at the closing of the SWC Contract or in exercising the Remainder of Land Option.

#### Westbridge Court.

C. The areas shown as cross-hatched **yellow** on Exhibit A are hereinafter referred to as the "Surplus Property" for Westbridge Court. The Expressway Authority Board of Directors has designated these areas as surplus property of the Expressway Authority subject to sale via a public bidding process. The Expressway Authority will initiate the RFP process upon receipt of an appraisal for the Surplus Property. Once the appraised value is determined, the Surplus Property will be put up for sale in a competitive, sealed bid process with the appraised value as the floor/minimum selling price. The Surplus Property will be transferred to the successful bidder free from reversionary interests. Seller shall timely submit a bid to the Expressway Authority for no less than the appraised value of the Surplus Property. In the event Seller is the successful bidder, then the Surplus Property conveyed to Seller pursuant to the competitive bidding process shall be included in the land to be conveyed to Purchaser at the closing of the SWC Contract or in exercising the Remainder of Land Option. In the event Seller is not the successful bidder on the competitive bidding process for the Surplus Property and has completed the transfers of the Spite Strips and Lakewood Avenue Right of Way as set forth in subsections A and B above, Purchaser may either (1) terminate the SWC Contract, in which event the deposit shall be returned to Purchaser and neither Party shall have any further obligation under the SWC Contract or (2) proceed to close on the SWC Contract without the Surplus Property at an additional discount of \$500,000.00 (in addition to any other purchase price credits).

#### D. REPLAT.

Seller, at Seller's expense, shall cause the SWC Property to be re-platted after the Expressway Authority has conveyed to Seller the Spite Strips (and the Surplus Property in the event the Seller is the successful bidder pursuant to Paragraph 2.C. above) and the City has vacated the North Lakewood Avenue Right of Way pursuant to Paragraph 2.B. above. Seller shall complete the replat of the SWC Property no later than December 31, 2022.

Seller represents and warrants to Purchaser that, as of the date hereof, the only mortgage or other encumbrance on the Remainder of Land is a first mortgage securing a promissory note in the amount of Two Million Six Hundred Thousand (\$2,600,000.00) Dollars ("Seller's Mortgage Loan") payable to V 3 Funding Ocoee, LLC ("Seller's Mortgagee"), and Seller hereby agrees not to accept any increase or future advance under the Seller's Mortgage Loan during the term of the Remainder of Land Option, nor shall Seller grant any further liens or encumbrances secured by the Remainder of Land. In addition, as security for the Remainder of Land Option, with the closing of the SEC Contract, (a) Seller has recorded a notice (i) limiting future advances with respect to the Seller's Mortgage Loan and (ii) prohibiting further liens and encumbrances, which notice specifically references the Remainder of Land Option granted to Purchaser. Seller has delivered to Purchaser (a) true, correct, and complete copies of the documents evidencing the Seller's Mortgage Loan ("Seller Loan Documents") and (b) Seller shall deliver to Purchaser any notices of default Seller receives from Seller's Mortgagee within three (3) business days after Seller's receipt thereof.

Purchaser covenants and agrees not to make any statement, oral or written, or to perform any act or omission for the purpose of causing, or reasonably expected to cause, any interference with Seller's acquisition of the Spite Strips, Surplus Property and associated roadway vacation(s). This provision is in addition to, and not in lieu of, the substantive protections under applicable law relating to interference with contractual or business relationships, or other statutory, contractual, or tort theories. Purchaser further agrees, at no expense to Purchaser, to reasonably cooperate with Seller's efforts to acquire the Spite Strips and Surplus Property and vacate the right of way for Lakewood Avenue.

3. <u>Closing</u>. Subject to the terms and conditions of the Contracts (as amended hereby), the Closing contemplated by each of the Contracts shall occur as follows: (a) subject to Paragraph 2 of this 6th Amendment, on the SWC Contract, thirty (30) days following the later of: Seller's completion of all of the work and other Seller obligations set forth in the Infrastructure Development and Escrow Agreement for Occee Village Center dated March 12, 2021 ("Infrastructure Agreement") and the SWC Contract, as amended, the date that all of the Spite Strips, Lakewood Avenue Right of Way,

and Surplus Property (if Seller is the successful bidder) as set forth in subsections 2A, 2B, and 2C is conveyed to Seller or vacated, as the case may be, or, (b) on the NWC Contract, ninety (90) days following the closing on the SWC Contract, but if Purchaser terminates the SWC Contract in accordance with Paragraph 2.C of this 6th Amendment, then thirty (30) days following completion of all of the work and other Seller obligations as set forth in the Infrastructure Agreement, and (c) on the NEC Contract, ninety (90) days following the closing on the NWC Contract. Purchaser may elect at any time to substitute the closing sequences for the NEC and NWC with one another. At the closing on the SWC Contract, or in the event the Purchaser terminates the SWC in accordance with Paragraph 2.C. of this 6th Amendment at the closing of the NWC Contract or NEC Contract, whichever is first, Seller agrees to deliver a portion of the Purchase Price to the Escrow Agent under the Infrastructure Agreement in the amount of approximately \$272,000.00 to satisfy the Seller's maintenance bond obligation required to be delivered to the City of Ocoee upon completion of the work described in the Infrastructure Agreement. Notwithstanding anything to the contrary herein, in the case of the SWC Contract Closing, the Closing Date shall be extended to allow for the 90 day reverter option period reserved in favor of the Expressway Authority, if any, to lapse or earlier waiver of any reversionary interest in any of the land conveyed by the Expressway Authority to Seller.

Signatures on the following page

## Signature Page to SIXTH AMENDMENT TO CONTRACTS OF SALE AND PURCHASE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth in the preamble.

SELLER: OCOEE DEVELOPMENT IV, LLC By: Stephen V. Hoffman, Manager

6-3.2022

PURCHASER: KONOVER ACQUISITIONS CORPORATION David Coppa By: David Coppa (Jun 6, 2022 13:33 EDT)

David Coppa, CEO

Jun 6, 2022

## EXHIBIT A

## Right of Way Swap Exhibit



246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

## SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

DESCRIPTION:

EXHIBIT 'A'

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## **RIGHT-OF-WAY TO BE VACATED** (WESTBRIDGE COURT)

Portions of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Tract C

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62–161 Right-of-Way 'B', a distance of 1183.64 feet to the POINT OF BEGINNING; thence continue North 00*53'06" West along said West boundary, a distance of 251.19 feet to the Northwest corner of said Parcel 62–161 Right-of-Way B'; thence South 89°10'10" East along the North boundary of said Parcel 62–161 Right-of-Way B', a distance of 85.12 feet; thence departing from said North boundary run South 07*06'16" West, a distance 58.53 feet to a point on the Easterly boundary of said Parcel 62–161 Right-of-Way 'B'; thence continue South 07*06'16" West along said Easterly boundary, a distance of 220.24 feet; thence departing from said Easterly boundary run North 60°15'56" West, a distance of 53.85 feet to the POINT OF BEGINNING. Containing 0.404 acres (17.614 square feet), more or less.

TOGETHER WITH:

Tract D

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East

(Continued on Sheet 2 of 4)

#### NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00'53'06" WEST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION

PROJECT NAME: OCOEE VILLAGE CENTER LOCATION: City of Ocoee, Orange County, Florida.

#### CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM WOHLFARTH CONSULTING GROUP LLC:

NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT AND CONSUMER SERVICES.	T OF AGRICULTUR	E	-	WLS	SON E. 1	WAY, P.S.M.	200	CUECT
REVISIONS	DATE	E BY	PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA					
REVISED	11/18/21	BF	DATE:	DRAWN		CHECKED	1000	14.2
			11/03/21	BY	BF	BY WW	FIELD	N/A



246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

## SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

EXHIBIT 'A'

## RIGHT-OF-WAY TO BE VACATED (WESTBRIDGE COURT)

(Continued from Sheet 1 of 4)

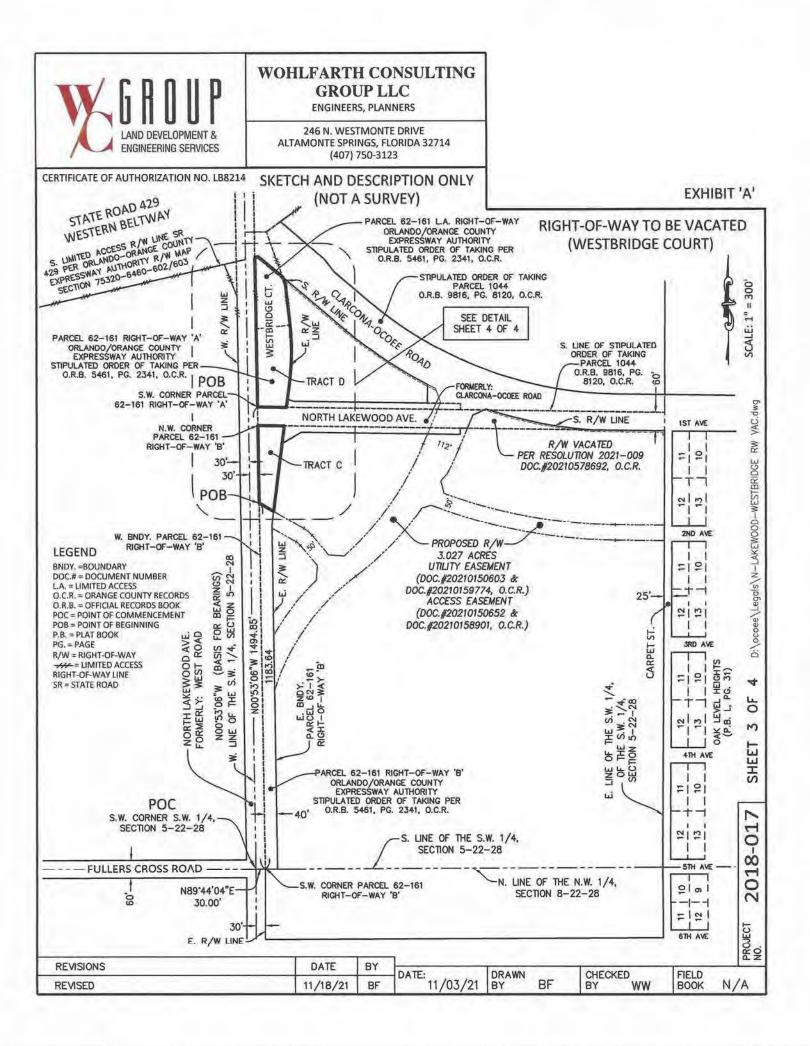
#### **DESCRIPTION:**

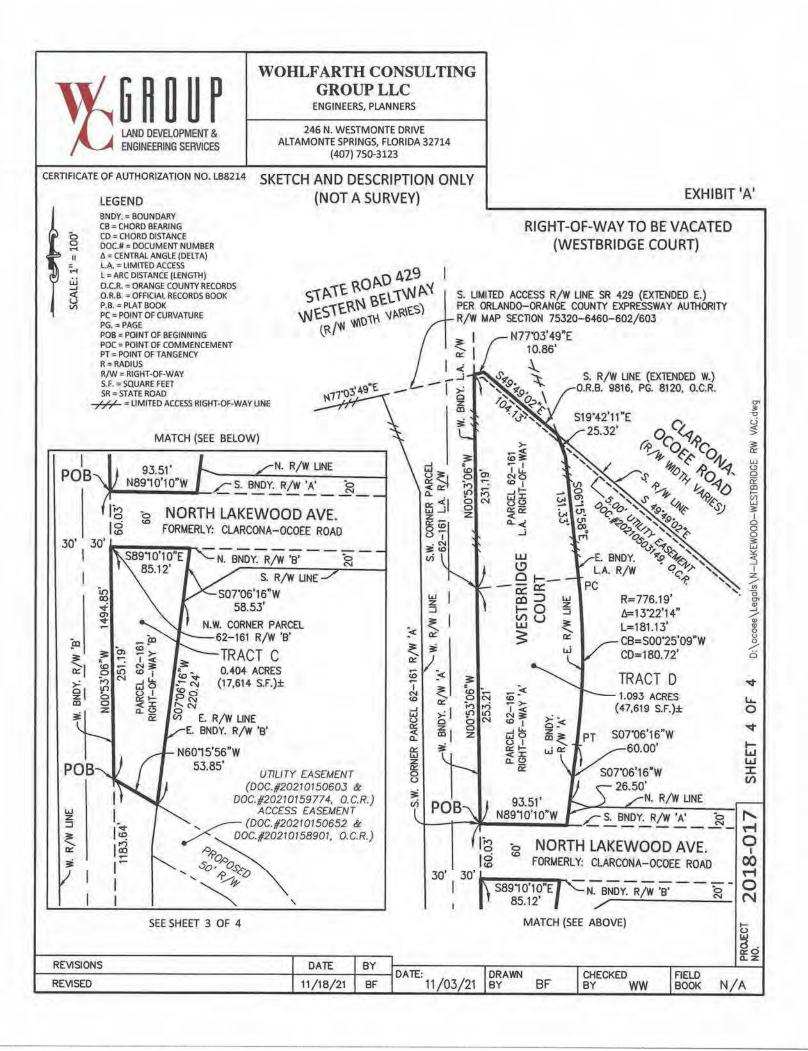
along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B' and the Northerly extension thereof, a distance of 1,494.85 feet to the POINT OF BEGINNING, said point also being the Southwest corner of Parcel 62-161 Right-of-Way 'A' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of said Public Records; thence continue North 00'53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 253.21 feet to the Southwest corner of Parcel 62-161 Limited Access Right-of-Way of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of said Public Records; thence continue North 00"53"06" West along the West boundary of said Limited Access Right-of-Way, a distance of 231.19 feet to a point on the Easterly extension of the Southerly Limited Access right-of-way line for State Road 429 as shown on the Orlando-Orange County Expressway Authority Right-of Way Map, Section 75320-6460-602/603; thence North 77°03'49" East along said line, a distance of 10.86 feet to a point on the Westerly extension of the Southerly line of Parcel 1044, as described in Stipulated Order of Taking recorded in Official Records Book 9816, Page 8120, of said Public Records; thence South 49'49'02" East along said line, a distance of 104.13 feet, the following two (2) courses being along the Easterly boundary of said Parcel 62–161 Limited Access Right-of-Way; thence South 19°42'11" East, a distance of 25.32 feet; thence South 06°15'58" East, a distance of 131.33 feet to a point of curvature of a curve concave to the West; thence Southerly along an Easterly boundary of said Parcel 62–161 Right–of–Way 'A' and said curve having a radius of 776.19 feet, a chord bearing of South 00°25'09" West, a chord distance of 180.72 feet, a central angle of 13"22'14" for an arc distance of 181.13 feet to a point of tangency; thence South 07°06'16" West along an Easterly boundary of said Parcel 62—161 Right—of—Way 'A', a distance of 60.00 feet; thence departing from said Easterly boundary continue South 07"06'16" West, a distance of 26.50 feet to a point on the South boundary of said Parcel 62–161 Right-of-Way 'A'; thence North 89°10'10" West along said South boundary, a distance of 93.51 feet to the POINT OF BEGINNING. Containing 1.093 acres (47,619 square feet), more or less.

Containing in aggregate 1.498 acres (65,233 square feet) more or less.

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

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246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

## SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

EXHIBIT 'A'

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## SURPLUS RIGHT-OF-WAY (N. LAKEWOOD AVE. SPITE STRIPS)

**DESCRIPTION:** 

Portions of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being portions of the Right-of-Way for North Lakewood Avenue more particularly described as follows:

Tract A-1

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62–161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Oranae County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62–161 Right-of-Way 'B' and the Northerly extension thereof, a distance of 1,494.85 feet to the Southwest corner of Parcel 62–161 Right-of-Way 'A' of the Orlando/Orange County Expressway Authority, as described in said Stipulated Order of Taking; thence South 89°10'10" East along the South boundary of said Parcel 62–161 Right-of-Way 'A', a distance of 93.51 feet to the POINT OF BEGINNING; thence departing from said South boundary run North 07*06'16" East, a distance of 26.50 feet, the following two (2) described courses being along the Northerly boundary of said Parcel 62-161 Right-of-Way 'A'; thence South 71'13'20" East, a distance of 20.58 feet; thence South 89'10'10" East, a distance of 473.89 feet; thence departing from said North boundary run South 22°27'30" West, a distance of 21.51 feet; thence

(Continued on Sheet 2 of 4)

#### NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID, ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00'53'06" WEST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION

PROJECT NAME: OCOEE VILLAGE CENTER LOCATION: City of Ocoee, Orange County, Florida.

#### CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM WOHLFARTH CONSULTING GROUP LLC:

NO. LB 8214 IS ISSUED BY THE FLORIDA DEPART AND CONSUMER SERVICES.			WL	SON E. V	WAY, P.S.M.		ECT -	
REVISIONS	DATE	BY	PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORID		A DROU			
Revised	11/18/21	BF	DATE	DRAWN	-	CHECKED	FIELD	14.2
			DATE: 11/01/21	BY	BF	BY WW	BOOK	N/A



246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

## SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

EXHIBIT 'A'

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## SURPLUS RIGHT-OF-WAY (N. LAKEWOOD AVE. SPITE STRIPS)

(Continued from Sheet 1 of 4)

DESCRIPTION:

North 89°10'10" West along the South boundary of said Parcel 62–161 Right-of-Way 'A', a distance of 488.44 feet to the POINT OF BEGINNING. Containing 0.227 acres (9,890 square feet), more or less.

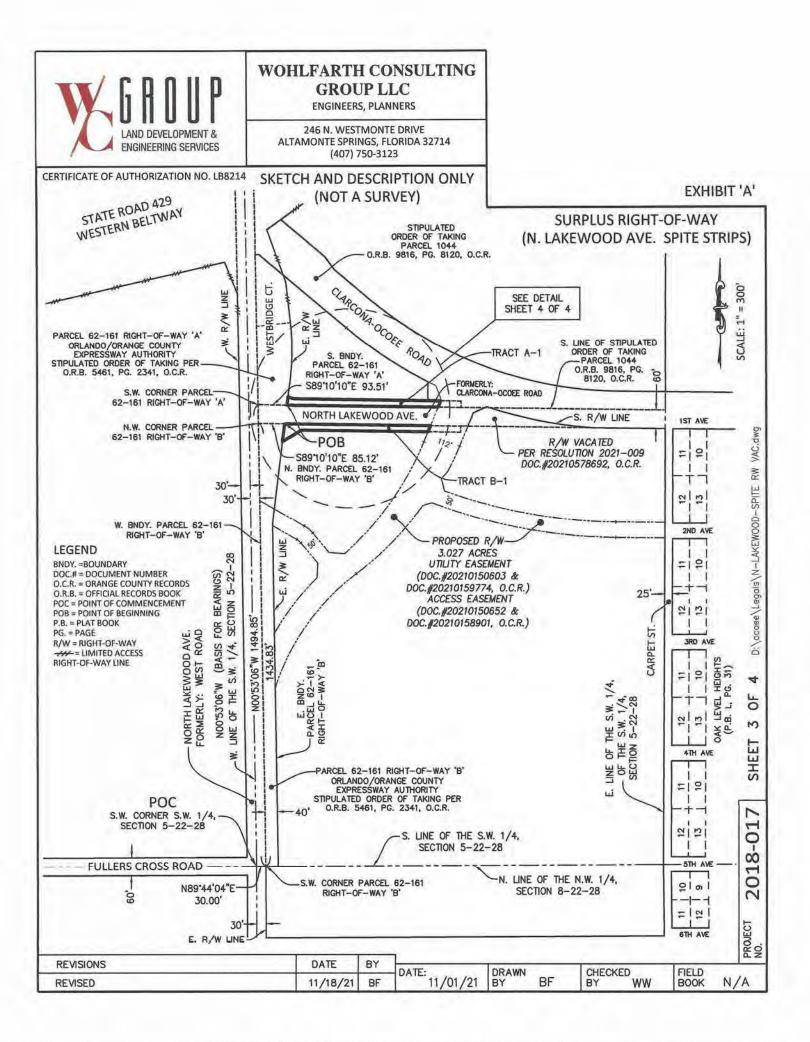
TOGETHER WITH:

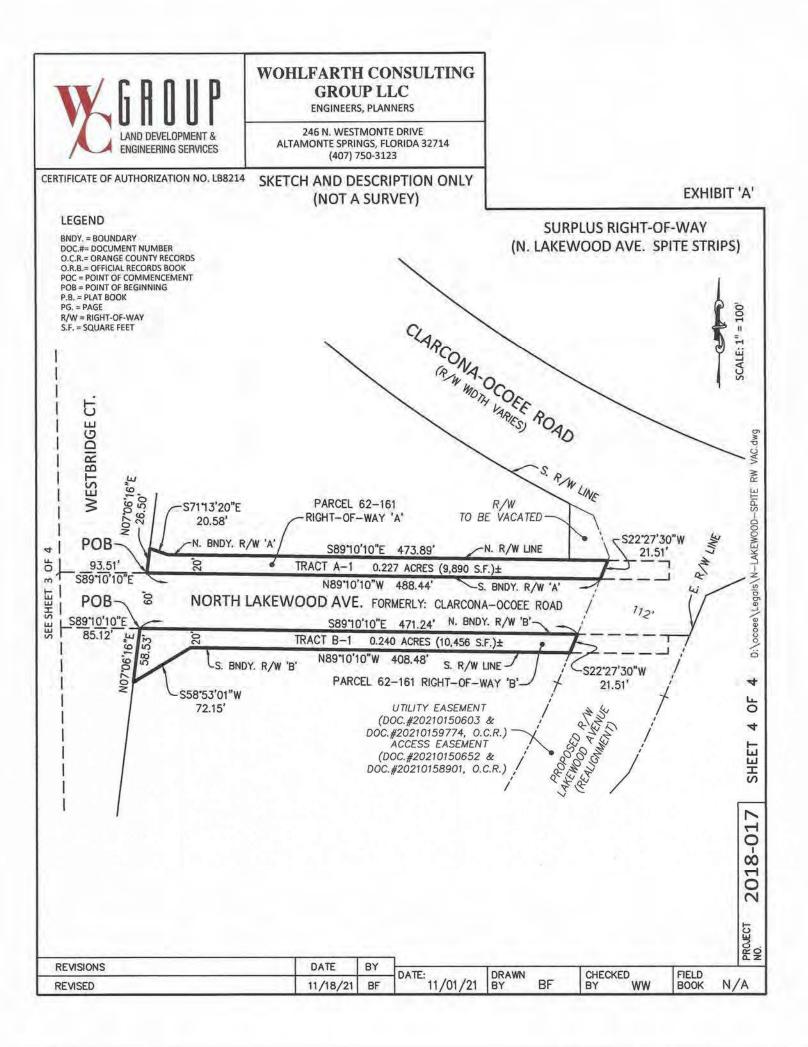
Tract B-1

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62–161 Right-of-Way 'B', a distance of 1,434.83 feet to the Northwest corner of said Parcel 62-161 Right-of-Way 'B'; thence South 89°10'10" East along the North boundary of said Parcel 62–161 Right-of-Way 'B'. a distance of 85.12 feet to the POINT OF BEGINNING; thence continue South 89°10'10" East along said North boundary, a distance of 471.24 feet; thence departing from said North boundary run South 22°27'30" West, a distance of 21.51 feet, the following two (2) described courses being along the South boundary of said Parcel 62-161 Right-of-Way 'B'; thence North 89"10'10" West, a distance of 408.48 feet; thence South 58"53'01" West, a distance of 72.15 feet: thence departing from said South boundary run North 07°06'16" East, a distance of 58.53 feet to the POINT OF BEGINNING. Containing 0.240 acres (10,456 square feet), more or less.

Containing in aggregate 0.467 acres (20,346 square feet), more or less.

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246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

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

EXHIBIT 'A'

## **RIGHT-OF-WAY TO BE VACATED** (N. LAKEWOOD AVENUE AND CLARCONA-OCOEE ROAD)

DESCRIPTION:

Portions of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being portions of the Right-of-Way for North Lakewood Avenue and Clarcona-Ocoee Road more particularly described as follows:

Tract A

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 1,434.83 feet to the POINT OF BEGINNING, said point also being the Northwest corner of said Parcel 62-161 Right-of-Way 'B'; thence continue North 00°53'06" West, a distance of 60.03 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'A' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of said Public Records; thence South 89°10'10" East along the South boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 581.95 feet to a point hereinafter known as Point "A"; thence

(Continued on Sheet 2 of 4)

#### NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00'53'06" WEST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION

PROJECT NAME: OCOEE VILLAGE CENTER LOCATION: City of Ocoee, Orange County, Florida.

#### CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM WOHLFARTH CONSULTING GROUP LLC:

NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMEN AND CONSUMER SERVICES.	WILSON E. WAY, P.S.M.								
REVISIONS	DATE	BY	PROFESSIONAL SUBJEVOD I HADDED MORE OT				OF FLORIDA		
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246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

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

EXHIBIT 'A'

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RIGHT-OF-WAY TO BE VACATED (N. LAKEWOOD AVENUE AND CLARCONA-OCOEE ROAD)

(Continued from Sheet 1 of 4)

DESCRIPTION:

departing from said South boundary run South 22°27'30" West, a distance of 64.54 feet; thence North 89°10'10" West along the North boundary of said Parcel 62–161 Right–of–Way 'B', a distance of 556.36 feet to the POINT OF BEGINNING. Containing 0.784 acres (34,150 square feet), more or less.

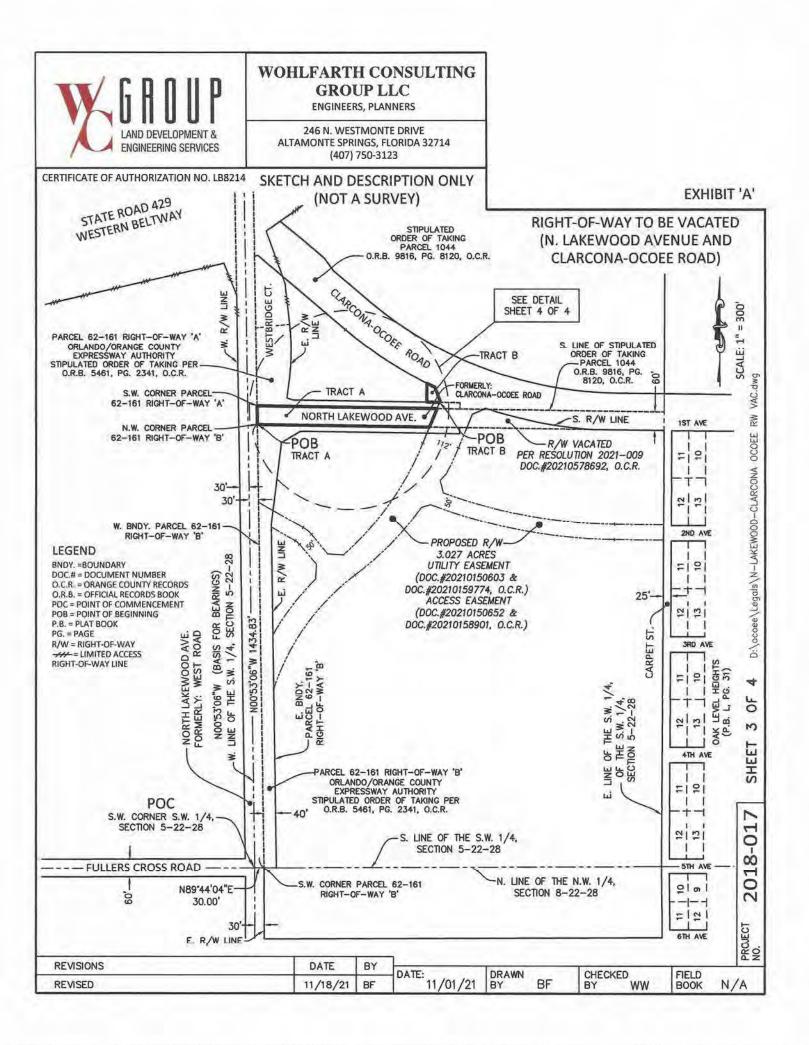
TOGETHER WITH:

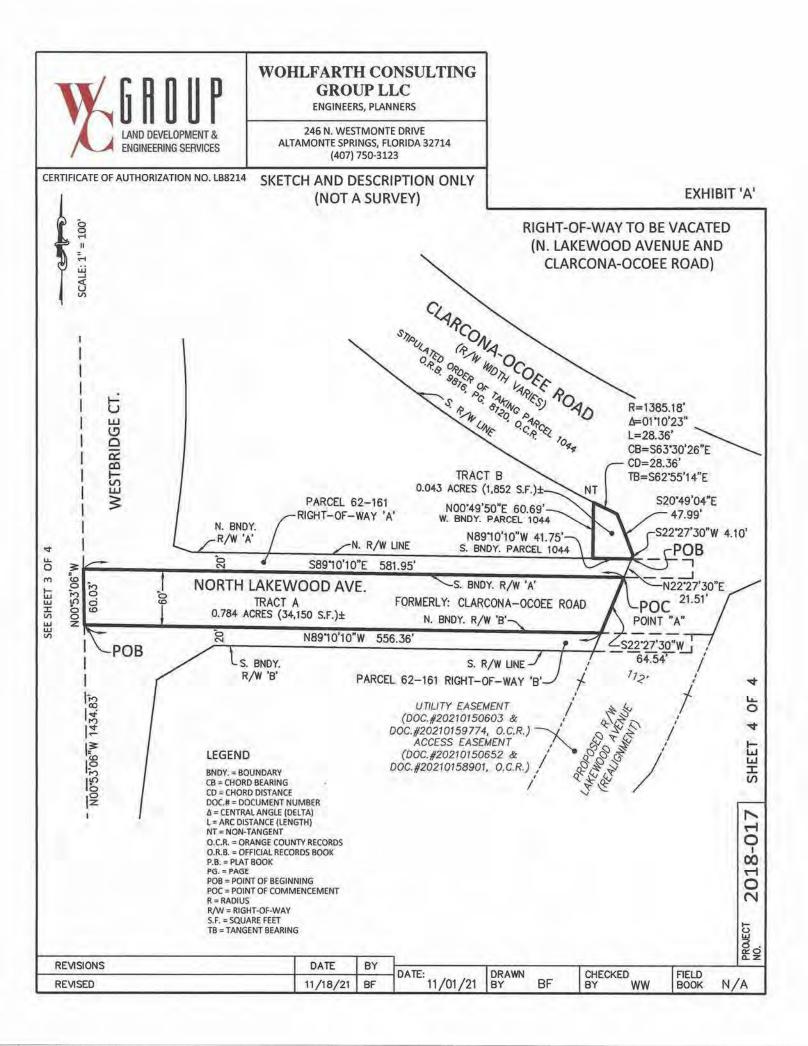
Tract B

COMMENCE at said Point "A"; Thence North 22°27'30" East, a distance of 21.51 feet to the POINT OF BEGINNING, said point lying on the South Boundary of Parcel 1044, as described in Stipulated Order of Taking recorded in Official Records Book 9816, Page 8120, of the Public Records of Orange County, Florida; thence North 89°10'10" West along said South boundary, a distance of 41.75 feet; thence North 00°49'50" East along a West boundary of said Parcel 1044, a distance of 60.69 feet to a point on the arc of a non-tangent curve concave to the Northeast; thence from a tangent bearing of South 62°55'14" East, run Southeasterly along said curve having a radius of 1,385.18 feet, a chord bearing of South 63°30'26" East, a chord distance of 28.36 feet, a central angle of 01°10'23" for an arc distance of 28.36 feet; thence South 20°49'04" East along a non-tangent line, a distance of 47.99 feet; thence South 22°27'30" West, a distance of 4.10 feet to the POINT OF BEGINNING. Containing 0.043 acres (1,852 square feet), more or less.

Containing in aggregate 0.826 acres (36,002 square feet), more or less.

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# WOHLFARTH CONSULTING GROUP LLC

ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

# SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

### **DESCRIPTION:**

PARCEL SC1 (COMMERCIAL)

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A portion of the Southwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida, Together with portions of the right-of-way for North Lakewood Avenue, Westbridge Court and Clarcona-Ocoee Road lying in the Southwest 1/4 of said Section 5, being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 00'53'06" West along the West line of the Southwest 1/4 of said Section 5, a distance of 1184.83 feet; thence departing from said West line run North 89'06'54" East a distance of 30.00 feet to the POINT OF BEGINNING, said point lying on the East line of the West 30.00 feet of the Southwest 1/4 of said Section 5; thence North 00'53'06" West along said East line, a distance of 794.10 feet to a point on the Easterly extension of the Southerly Limited Access right-of-way line for State Road 429 as shown on the Orlando-Orange County Expressway Authority Right-of Way Map, Section 75320-6460-602/603; thence North 77'03'49" East along said line, a distance of 10.86 feet to a point on the Westerly extension of the Southerly line of Parcel 1044, as described in Stipulated Order of Taking recorded in Official Records Book 9816, Page 8120, of said Public Records; thence South 49'49'02" East along said line, a distance of 370.06 feet to a point on the arc of a non-tangent curve concave to the Northeast, the radius point of which bears North 40"11'43" East, the following described course being along the Southerly line of said Parcel 1044 and the Easterly extension thereof; thence Southeasterly along said curve, having a radius of 1,385.18 feet, a central angle of 1417'21" for an arc distance of 345.45 feet; thence South 20'49'04" East along a non-tangent line, a distance of 47.99 feet; thence South 22°27'30" West, a distance of 146.68 feet to a point of curvature of a curve concave to the Northwest; thence Southwesterly along said curve having a radius of 1,000.00 feet, a central angle of 26'16'13" for an arc distance of 458.50 feet; thence North 85'37'41" West along a non-tangent line, a distance of 35.75 feet; thence North 39'59'05" West, a distance of 92.98 feet to a point of curvature of a curve concave to the Southwest: thence Northwesterly along said curve having a radius of 100.00 feet, a central angle of 2016'51" for an arc distance of 35.40 feet to a point of tangency; thence North 60'15'56" West, a distance of 93.77 feet to a point of curvature of a curve concave to the South; thence Westerly along said curve having a radius of 100.00 feet, a central angle of 24'10'24" for an arc distance of 42.19 feet; thence North 42'39'43" West along a non-tangent line, a distance of 33.31 feet to the POINT OF BEGINNING.

Said lands situate lying and being in the City of Ocoee, Orange County, Florida, containing 7.999 acres (348,419 square feet), more or less.

DATE

#### NOTES:

REVISIONS

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00'53'06" WEST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

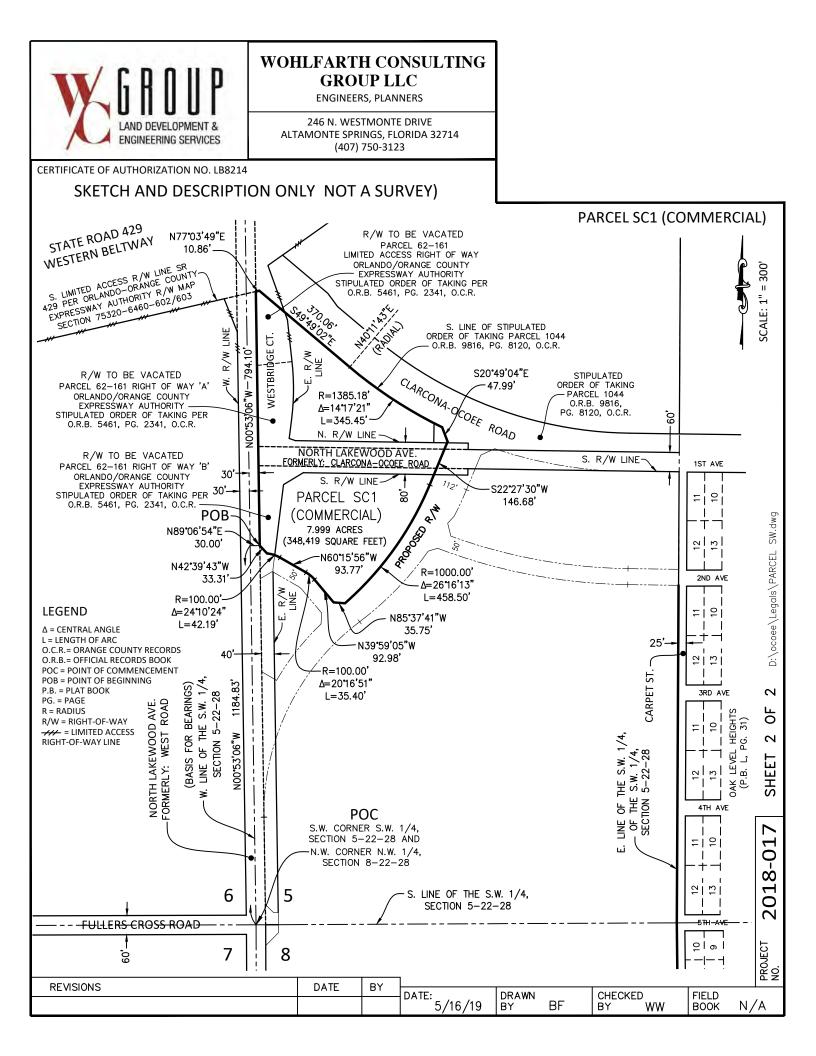
PROJECT NAME: OCOEE VILLAGE LOCATION: City of Ocoee, Orange County, Florida.

### CERTIFICATION:

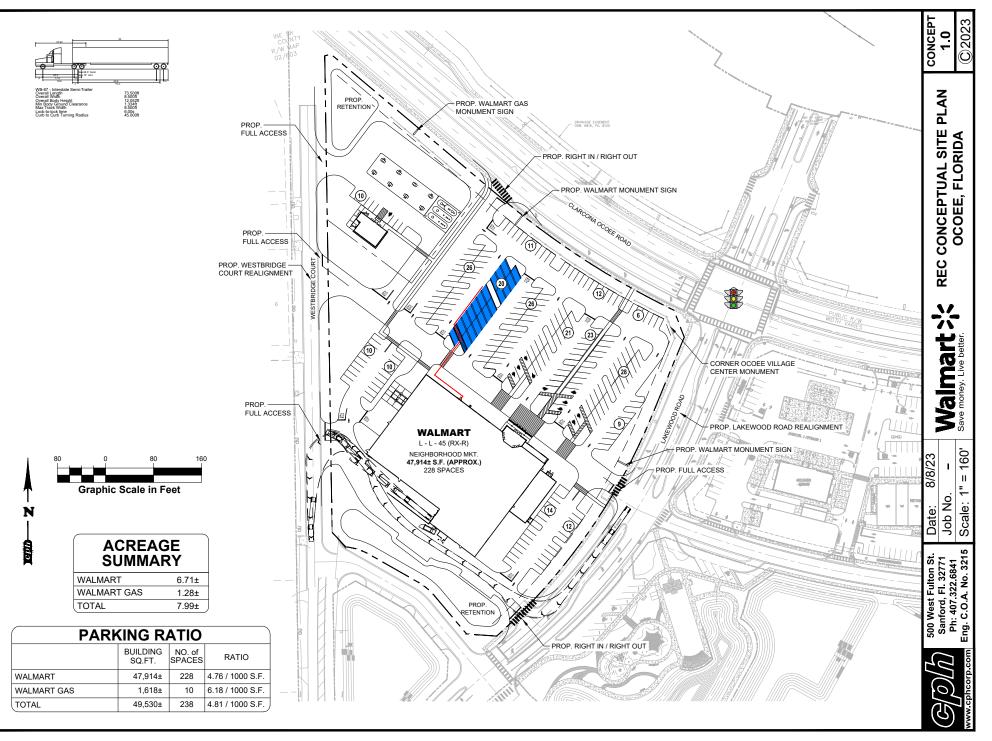
I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM WOHLFARTH CONSULTING GROUP LLC:

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			WILSON E. WAY	í, P.S.M.		Э
	BY	PROFESSIONAL	SURVEYOR and MAPF	PER #2885 STATE OF	FLORIDA	LON RO
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		DATE:	DRAWN	CHECKED	FIELD	
		5/16/19	BY BF	BY WW	воок N/	Ά



# EXHIBIT G



#### ATTACHMENT "B"

#### REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (as hereinafter defined), by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("Seller"), and KONOVER ACQUISITIONS CORPORATION, or its affiliated entity DKC OCOEE VILLAGE CENTER SW, LLC whose address is 431 Fairway Drive, Suite 201, Deerfield Beach, FL. 33441 ("Purchaser").

### WITNESSETH:

WHEREAS, Seller is the owner of that certain parcel of real property consisting of approximately 2.59 acres located in Orange County, Florida and more particularly described and depicted on **Exhibit "A"** attached hereto and incorporated herein by this reference ("CFX Surplus Property");

**WHEREAS**, Seller wishes to sell to Purchaser, and Purchaser desires to purchase from Seller, the CFX Surplus Property, subject to the terms and conditions hereof, for development of any legally permissible use (the "**Purchaser's Intended Use**");

**WHEREAS**, Purchaser and Seller desire to enter into this Agreement memorializing the terms and conditions of the sale and purchase of the CFX Surplus Property.

**NOW, THEREFORE**, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. <u>Incorporation of Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. <u>Agreement to Buy and Sell</u>. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the CFX Surplus Property in the manner and upon the terms and conditions set forth in this Agreement, subject to Purchaser first closing on the purchase of and acquiring title to Tracts 8 and 9 (the adjacent properties) currently under contract for purchase from Ocoee Development IV LLC.

3. <u>Property</u>. For purposes of this Agreement the term "**CFX Surplus Property**" shall also include all of Seller's right, title and interest in, to and under: (a) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (b) all improvements, buildings and fixtures, if any, situated thereon, (c) all permits, approvals, authorizations, development rights, drainage rights, entitlements, vested rights, benefits, rights, privileges, exemptions, impact, and licenses relating to, associated with or affecting any such CFX Surplus Property, which Seller approves, (d) all right, title and interest of Seller in and to any easement within such CFX Surplus Property, and (e) all of Seller's right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such CFX Surplus Property.

4. <u>Purchase Price and Method of Payment</u>. The purchase price to be paid by Purchaser to Seller for the CFX Surplus Property ("**Purchase Price**") shall be the sum of Seven Hundred Thirty Thousand Seven Hundred Ninety Dollars (\$730,790.00). Purchaser herewith submits or has submitted a wire in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) as an earnest money deposit

("**Deposit**") to First American Title Insurance Company ("**Escrow Agent**"). No other form of payment will be accepted. The Deposit will not earn interest while deposited.

The Purchase Price shall be paid to Seller via cash or wire transfer at the Closing (hereinafter defined), subject to any additional appropriate credits, adjustments and prorations as herein below provided.

5. <u>Possession of Property</u>. Seller shall deliver to Purchaser full and exclusive possession of the CFX Surplus Property on the Closing Date.

### 6. <u>Survey and Title Matters</u>.

Survey of the CFX Surplus Property. Within ninety (90) days after the Effective а Date of this Agreement, Purchaser shall, at its sole cost and expense, obtain a recertified or new survey of the CFX Surplus Property ("Survey") prepared by a registered surveyor, licensed in the State of Florida (the "Surveyor"). The Survey shall (i) contain a metes and bounds legal description of the CFX Surplus Property, (ii) locate all improvements, if any, situated upon the CFX Surplus Property, (iii) locate and identify with the relevant recorded information all utility lines and access, easements, streets, rights-ofway and other man-made objects, (iv) locate all other matters not of record which are ascertainable by a visual inspection of the CFX Surplus Property, (v) identify any portion of the CFX Surplus Property which is within a flood plain or which is subject to the jurisdiction of the Department of Environmental Protection, the Army Corps of Engineers, the applicable Water Management District or any agency of Orange County, (vi) determine and certify within one one-hundredth (1/100th) of an acre the total acreage contained within the boundaries of the CFX Surplus Property, (vii) certify to Seller, Purchaser and the Escrow Agent, who shall also serve as the title company (the "Title Company"), and (viii) certify that such Survey was prepared in accordance with the ALTA/ACSM land survey requirements and the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapter 5J-17 of the Florida Administrative Code and Section 427.027 of the Florida Statutes. The Survey shall, at Purchaser's option, also contain such other matters as are required by the Title Company. The Surveyor's seal shall be affixed to the Survey.

The parties acknowledge that the CFX Surplus Property as a stand-alone parcel has not previously been surveyed by Seller and that, subject to written approval by both parties, the legal description resulting from such Survey, subject to the rights set forth in Section 6 hereof, shall be substituted for the depiction/description of the CFX Surplus Property and shall be used in the deed and other documents to be delivered by Seller to Purchaser and/or the Title Company at the Closing. However, the above-referenced process for finalizing the legal description of the CFX Surplus Property shall not serve as grounds for reducing or increasing the Purchase Price and shall not serve as grounds for Seller to terminate this Agreement. Purchaser and Seller hereby waive any claim or defense that this Agreement is not binding and enforceable due to the lack of specificity in the legal description of the CFX Surplus Property at the time the Agreement was executed.

b. <u>Title Insurance</u>. Within ninety (90) days after the Effective Date of this Agreement, Purchaser, at Purchaser's sole cost and expense, shall obtain a current title insurance commitment and a copy of all exceptions referred to therein (the "**Title Commitment**") from the Title Company for the CFX Surplus Property. The Title Commitment shall irrevocably obligate the Title Company to issue an ALTA title insurance policy approved for issuance in the State of Florida in the amount of the Purchase Price (the "**Title Policy**"), which Title Policy shall insure Purchaser's fee simple title to the CFX Surplus Property, together with any appurtenant easements.

c. <u>Title and Survey Objection</u>. Within thirty (30) days after the receipt of the latter of the Survey or the Title Commitment, the Purchaser shall provide Seller with notice of any matters set

forth in the Title Commitment or Survey which are unacceptable to Purchaser (other than encumbrances of an ascertainable amount which aggregate less than the Purchase Price which shall be paid from the proceeds of sale and shall be released as of the Closing Date (as hereinafter defined), which matters shall be referred to herein as "Title Defects". Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "Permitted Exceptions". Seller shall have thirty (30) days after receipt of the aforesaid notice from Purchaser (the "Seller's Cure Period") within which to cure such Title Defects to the satisfaction of Purchaser and the Title Company; provided, however, that Seller shall not be required to maintain any lawsuit or to expend in excess of Five Hundred and No/100 Dollars (\$500.00) to cure or to remove any such Title Defects. In the event Seller fails or refuses to cure any Title Defect within Seller's Cure Period, then Purchaser may, at its option by delivering written notice thereof to Seller within fifteen (15) days after expiration of the Seller's Cure Period, (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and in such event the Deposit shall be returned to the Purchaser and the parties hereto shall thereafter be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive a termination of this Agreement, and no party hereto shall have any further rights, obligations or liability hereunder; or (ii) accept title to the CFX Surplus Property subject to such Title Defect. At Closing, Seller shall provide the Title Company with such affidavits or other documents as are necessary to enable the Title Company to remove the standard exceptions from the Title Policy.

d. <u>No Additional Encumbrances</u>. Except as otherwise set forth herein, from and after the Effective Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement or legal or equitable interest, which in any way affects the CFX Surplus Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Effective Date and those that will be satisfied by Seller and released of record at Closing, and Seller hereby covenants that Seller shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements and agreements through the date of Closing hereunder.

## 7. <u>Inspection Period</u>.

Unless otherwise waived in writing by the Purchaser, Purchaser shall have ninety (90) days after the Effective Date ("Inspection Period"), to determine, in Purchaser's sole and absolute discretion, that the CFX Surplus Property is suitable and satisfactory for Purchaser's Intended Use. During the Inspection Period, Purchaser may, in Purchaser's sole discretion and at Purchaser's expense, perform any and all inspections of the CFX Surplus Property Purchaser desires to perform, including but not necessarily limited to the following: (i) having the CFX Surplus Property tested, surveyed and inspected to determine if the CFX Surplus Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to Purchaser in its sole discretion; (ii) having the CFX Surplus Property tested, surveyed and inspected to determine if the CFX Surplus Property contains any endangered or threatened species of animal life or endangered, threatened or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department or commission would disallow some or all of Purchaser's Intended Use or require Purchaser to relocate any such species, plants or wetlands, and obtaining an endangered species and habitat report, satisfactory to Purchaser in its sole discretion; and (iii) investigating the physical and economic feasibility of developing the CFX Surplus Property for Purchaser's Intended Use, including without limitation investigation of all applicable building, zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the CFX Surplus Property, stormwater management, zoning and development standards, impact and

development fees, drainage conditions, soils, other environmental factors, wastewater and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by Purchaser in its sole and absolute discretion. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). Purchaser shall repair all damage, if any, to the CFX Surplus Property occurring during such examinations or studies; provided, however, that Purchaser shall not have any liability to repair any defective condition in the CFX Surplus Property which is discovered during such examinations and studies. Purchaser and Purchaser's agents will not create a public nuisance or disrupt Seller's regular and normal use of the CFX Surplus Property while conducting such due diligence examinations or studies and are subject to removal from the CFX Surplus Property if disruptions occur. In addition, Purchaser shall indemnify and hold Seller harmless from any and all claims, damages, demands, penalties, causes of action, liabilities, losses, costs or expenses (including reasonable attorneys' fees and other charges) arising out of or in any way related to personal injury (including death) or property damage which occur in the course of entry or inspection of the CFX Surplus Property to the extent of any act, omission or negligence by Purchaser or Purchaser's contractors, agents or employees in connection with its inspections, but in no event shall Purchaser have any liability for the mere discovery of an adverse condition ("Purchaser's Inspection Indemnification"). Notwithstanding any other provision in this Agreement to the contrary, Purchaser's Inspection Indemnification obligations shall survive Closing or termination of this Agreement. Prior to undertaking any inspection or examination of the CFX Surplus Property, Purchaser shall provide (or cause its contractor to provide) to Seller a certificate of insurance evidencing general liability insurance coverage with liability insurance limits of not less than \$2,000,000.00 combined single limit for personal injury and property damage. Such certificate shall name Seller as an additional insured. Seller will reasonably cooperate with Purchaser in conjunction with the Purchaser's application for governmental approvals/permits and will execute any documentation reasonably required in connection therewith.

In the event Purchaser determines, in its sole discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible to develop the CFX Surplus Property for Purchaser's Intended Use or that it is not satisfied as to any other matter set forth in this Section 7, or any other matter(s) which Purchaser deems relevant, then in such event Purchaser may, in Purchaser's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period and in such event the Deposit shall be returned to the Purchaser and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. In the event Purchaser fails to notify Seller in writing prior to the expiration of the Inspection Period that Purchaser is not satisfied, in Purchaser's sole discretion, with Purchaser's inspections of the CFX Surplus Property and that Purchaser intends to terminate this Agreement, Purchaser's failure to provide such notice shall be deemed an acceptance of the CFX Surplus Property.

### 8. <u>Conditions Precedent to Purchaser's Obligation to Close</u>.

a. <u>Conditions to Close</u>. Purchaser's obligation to purchase the CFX Surplus Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing: i. The representations, warranties and covenants of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date (hereinafter defined).

ii. Seller shall have materially performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing.

iii. Purchaser, at Purchaser's expense, shall have obtained the Title Commitment from the Title Company in the full amount of the Purchase Price, subject only to the Permitted Exceptions.

iv. Purchaser, at Purchaser's expense shall have closed on the purchase of and acquired title to Tracts 8 and 9 (the adjacent properties) currently under contract for purchase from Ocoee Development IV LLC.

v. The CFX Surplus Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident or other materially adverse event.

b. <u>Waiver of Conditions to Close</u>. With the exception of Purchaser's requirement to close on the purchase of and acquire title to Tracts 8 and 9 (the adjacent parcels) currently under contract for purchase from Ocoee Development IV LLC (iv above), Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller. Except as to the condition waived, no waiver shall reduce the rights or remedies of Purchaser by reason of any breach of any undertaking, agreement, warranty, representation, or covenant of Seller. In the event any of the foregoing Conditions to Close or other conditions to this Agreement are not fulfilled or waived prior to the date of Closing, Purchaser may elect to: (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder; or (ii) waive any outstanding Conditions to Close (except iv above) and proceed to close and acquire the CFX Surplus Property without an adjustment to the Purchase Price accordingly.

9. <u>Closing Date and Closing Procedures and Requirements.</u>

a. <u>Closing Date</u>. The closing (the "**Closing**") shall occur on or before one hundred and eighty (180) days after the Effective Date, unless otherwise mutually agreed upon by the parties ("**Closing Date**"), by mail or electronic means. The Title Company shall prepare all documents for Closing and act as the closing agent ("**Closing Agent**").

b. <u>Conveyance of Title</u>. At the Closing, Seller shall execute and deliver to Purchaser a special warranty deed conveying to Purchaser fee simple marketable record title to the CFX Surplus Property, subject to the restrictions and reservations of Section 6 hereof, but otherwise free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions ("**Deed**"). Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by the parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time. c. <u>Prorating of Taxes and Assessments</u>. As a governmental entity, Seller is not subject to property taxes, general assessments, or Municipal Services Taxing Unit ("**MSTU**") charges on the CFX Surplus Property. Consequently, all such taxes, assessments, and charges, if any, shall be paid by Purchaser.

d. <u>Special Assessments</u>. As a governmental entity, Seller is not subject to special assessments, including, without limitation, any assessments, debt service payments, or other applicable fees or charges of any governmental authorities or other entities. In the event any special assessments, including, without limitation, any assessments, debt service payments, or other applicable fees or charges of any governmental authorities are assessed against the CFX Surplus Property, the Purchaser shall be responsible for any and all such special assessments.

e. <u>Closing Costs</u>. Purchaser shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the CFX Surplus Property, (ii) the cost of recording the Deed, (iii) preparation and recordation of any instruments necessary to correct title, (iv) title insurance premium for the Title Commitment and Title Policy equal to the Purchase Price to be issued by Title Company, (v) reimbursement for the appraisal conducted by Seller to market the CFX Surplus Property, and (vi) all costs associated with Purchaser's Broker, if any, and any other costs and expenses set forth herein. The Title Company shall prepare, at Purchaser's sole expense, all Closing documents. Other than the aforementioned document preparation costs, each party shall pay its own attorneys' fees and costs.

10. <u>Warranties and Representations of Seller</u>. To induce Purchaser to enter into this Agreement and to purchase the CFX Surplus Property, Seller, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by Purchaser and shall survive Closing hereunder:

a. To the best of Seller's knowledge and except as otherwise disclosed herein regarding the CFX Surplus Property, Seller has not received any written notice and has no actual knowledge that the CFX Surplus Property or any portion or portions thereof is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding.

b. Seller has the full right, power, and authority to enter into and deliver this Agreement, to consummate the purchase and sale of the CFX Surplus Property in accordance herewith, and to perform all covenants and agreements of Seller hereunder.

c. That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

d. In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 10, or in any other part of this Agreement, of which Seller has knowledge, Seller will promptly disclose same to Purchaser when it first becomes available to Seller; and in the event of any change which may be deemed by Purchaser in its sole discretion to be materially adverse, Purchaser may, at its election, terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect. In such event the Deposit shall be returned to the Purchaser and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement.

11. <u>Representations of Purchaser</u>. To induce Seller to enter into this Agreement, Purchaser, in addition to the other representations set forth herein, makes the following representations, each of which is material and is being relied upon by Seller and shall survive Closing hereunder:

a. That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the CFX Surplus Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

b. That to the best of Purchaser's knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

c. That each and every one of the foregoing representations is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

d. That in the event that changes occur as to any of the foregoing representations of Purchaser contained in this Section 11, or in any other part of this Agreement, of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller when first available to Purchaser.

12. <u>Purchaser's Affirmative Covenants</u>. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that Purchaser shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by Purchaser of its obligations hereunder.

13. <u>Defaults</u>. In the event of a material default hereunder on the part of Seller at or prior to Closing, and Seller has not cured such Seller default within seven (7) business days after Seller's receipt of written notice of such Seller default from Purchaser, then Purchaser, as its sole and exclusive remedies for such Seller default, may elect, within seven (7) business days after the expiration of Seller's cure period, to (1) terminate this Agreement and receive a return of the full amount of the Deposit; or (2) enforce specific performance of Seller's obligation to convey and transfer the CFX Surplus Property. Notwithstanding anything herein to the contrary, Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file a lawsuit asserting a claim or cause of action for specific performance in the county in which the Property is located within sixty (60) days following the scheduled Closing Date. Purchaser specifically waives all other rights and remedies, including, without limitation, the right to actual, punitive, speculative, consequential or other damages.

In the event of a material default hereunder on the part of Purchaser at or prior to Closing, and Purchaser has not cured such Purchaser default within seven (7) business days after Purchaser's receipt of written notice of such Purchaser default from Seller; provided, however that Purchaser shall not be entitled to any notice and right to cure in the event it fails to close the transaction contemplated by this Agreement on or before the Closing Date, then Seller may elect, within seven (7) business days after the expiration of Purchaser's cure period, as its sole remedy (without limiting Seller's rights with respect to any indemnification obligations of Purchaser under this Agreement), to terminate this Agreement and receive the Deposit as liquidated damages for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof.

14. <u>Condemnation</u>. In the event the CFX Surplus Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any applicable governmental authority or entity, other than Purchaser, prior to the Closing Date, Purchaser shall have the option of either (i) terminating this Agreement by giving written notice thereof to Seller, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the CFX Surplus Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such applicable governmental authority relating to the CFX Surplus Property or to the compensation to be paid for any portion or portions thereof condemned by such applicable governmental authority or other entity.

## 15. <u>Broker</u>.

Seller hereby represents and warrants to Purchaser that Seller has not engaged or a. dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the CFX Surplus Property contemplated hereby. Subject to the limits and limitations set forth in Section 768.28, Florida Statutes, Seller hereby agrees to indemnify Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Purchaser shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the CFX Surplus Property contemplated hereby. Seller agrees to retain legal counsel to defend Purchaser against any claim brought by an agent, broker or finder claiming to have been engaged by Seller. If Seller refuses to retain legal counsel to defend Purchaser, Seller shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Purchaser in its defense and to pursue Purchaser's rights to be indemnified by Seller. Seller's liability under this section shall be subject to the limits set forth in section 768.28, Florida Statutes.

b. Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the CFX Surplus Property contemplated hereby. Purchaser hereby agrees to indemnify and hold Seller free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Purchaser, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the CFX Surplus Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker or finder claiming to have been engaged by Purchaser. If Purchaser refuses to retain legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

16. <u>Notices</u>. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of (a) the date and time the same are personally delivered

or transmitted electronically (i.e., facsimile device or electronic mail); (b) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or (c) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Seller:	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director Email: Michelle.Maikisch@CFXway.com
Copy to:	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807 Attn: General Counsel Email: Angela.Wallace@CFXway.com
Purchaser:	Konover Acquisitions Corporation Attn: Jacob Gerb 431 Fairway Drive, Suite 201 Deerfield Beach, FL. 33441 Email: jgerb@konoversouth.com Copy by email to:
	bwilliams@konoversouth.com bbedard@konoversouth.com
Escrow Agent:	First American Title Insurance Company Attn: Keren Marti - National Commercial Services 703 Waterford Way Suite 500 Miami, FL 33126 Email: kmarti@firstam.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

17. <u>General Provisions</u>.

a. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

b. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

c. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives,

successors, and assigns. Time is of the essence of this Agreement. Neither this Agreement, nor any right or obligation of any party arising under this Agreement, may be assigned, or delegated without the written consent of all parties.

d. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

e. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

f. Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.

g. This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit of Florida in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

h. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

i. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a thirdparty beneficiary or otherwise.

As-Is Disclaimer. PURCHASER ACKNOWLEDGES, UNDERSTANDS AND 18. AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, THE CFX SURPLUS PROPERTY IS BEING SOLD BY SELLER AND PURCHASED BY PURCHASER IN ITS PRESENT PHYSICAL CONDITION, "AS-IS", AND THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, SELLER MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PHYSICAL CONDITION OF THE CFX SURPLUS PROPERTY. IN PARTICULAR, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOIL OR SUBSOIL CONDITIONS OF THE CFX SURPLUS PROPERTY AND SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO PURCHASER FOR ANY LOSS, DAMAGE, OR EXPENSE INCURRED BY PURCHASER WHICH IS OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE SOIL OR SUBSOIL OF THE CFX SURPLUS PROPERTY OR ANY PORTION THEREOF. PURCHASER REPRESENTS TO SELLER THAT PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION AND INSPECTION OF THE CFX SURPLUS PROPERTY AND THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH HEREIN AND

IN THE CLOSING DOCUMENTS AND THAT PURCHASER WILL TAKE TITLE TO THE CFX SURPLUS PROPERTY IN ITS CONDITION AS OF THE EFFECTIVE DATE, BASED SOLELY ON ITS OWN INVESTIGATION AND INSPECTION AND THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH HEREIN AND IN THE CLOSING DOCUMENTS. PURCHASER FURTHER REPRESENTS TO SELLER THAT (I) PURCHASER IS AN EXPERIENCED AND SOPHISTICATED PURCHASER OF PROPERTIES SUCH AS THE CFX SURPLUS PROPERTY; (II) PURCHASER IS (OR PRIOR TO THE CLOSING WILL BE) SPECIFICALLY FAMILIAR WITH THE CFX SURPLUS PROPERTY; (III) PURCHASER HAS (OR PRIOR TO THE CLOSING WILL HAVE) INSPECTED AND EXAMINED ALL ASPECTS OF THE CFX SURPLUS PROPERTY (INCLUDING ITS PHYSICAL CONDITION) THAT PURCHASER BELIEVES TO BE RELEVANT TO PURCHASER'S DECISION TO PURCHASE THE CFX SURPLUS PROPERTY; AND (IV) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, PURCHASER, AS OF THE LAST DAY OF THE INSPECTION PERIOD WILL HAVE SATISFIED ITSELF AS TO ALL MATTERS RELATING TO THE CFX SURPLUS PROPERTY. SUBJECT TO SELLER'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE CLOSING DOCUMENTS, PURCHASER AGREES THAT UPON THE CLOSING, PURCHASER SHALL BE DEEMED TO HAVE ACCEPTED THE CFX SURPLUS PROPERTY, INCLUDING ANY FAULTS AND/OR PROBLEMS THAT WERE, OR COULD HAVE BEEN, DISCOVERABLE BY PURCHASER PRIOR TO ENTERING INTO THIS AGREEMENT OR DURING THE INSPECTION PERIOD. THE PROVISIONS OF THIS SECTION 18 SHALL SURVIVE THE CLOSING.

19. <u>Limitation on Seller's Liability</u>. Purchaser acknowledges, accepts and agrees that Seller's obligations under this Agreement are subject to the limitations of liability as provided in Section 768.28 of the Florida Statutes, as amended from time to time, and nothing in this Agreement shall act as a waiver of Seller's entitlement to sovereign immunity as a matter of statutory and common law.

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

21. <u>Attorneys' Fees</u>. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof, or any matter arising hereunder, each party shall be responsible for its own attorneys' fees and costs.

22. <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed in two or more counterpart copies, including digital and electronic signatures in accordance with Chapter 668, Florida Statutes, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

23. <u>Effective Date</u>. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either Purchaser or Seller shall execute this Agreement.

**IN WITNESS WHEREOF**, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

### "PURCHASER"

#### **Konover Acquisitions Corporation**

By: _____

Date:

"SELLER"

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____

Michelle Maikisch, Executive Director

Date:

ATTEST:_____

Regla ("Mimi") Lamaute Manager of Board Services

> Approved as to form and legality by legal counsel to the Central Florida Expressway Authority for its exclusive use and reliance.

By:_____ Print Name:_____ Title:_____

# EXHIBIT A - LEGAL DESCRIPTION OF CFX SURPLYS PROPERTY



## WOHLFARTH CONSULTING GROUP LLC

ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

#### **DESCRIPTION:**

EXHIBIT 'A'

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# RIGHT-OF-WAY TO BE VACATED (WESTBRIDGE COURT)

Portions of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Tract C

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89'44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00'53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 1183.64 feet to the POINT OF BEGINNING; thence continue North 00'53'06" West along said West boundary, a distance of 251.19 feet to the Northwest corner of said Parcel 62-161 Right-of-Way 'B', a distance of 85.12 feet; thence departing from said North boundary run South 07'06'16" West, a distance 58.53 feet to a point on the Easterly boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 26'16" West along said Easterly boundary, a distance of 220.24 feet; thence departing from said Easterly boundary run North 60'15'56" West, a distance of 53.85 feet to the POINT OF BEGINNING. Containing 0.404 acres (17,614 square feet), more or less.

TOGETHER WITH:

Tract D

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East

(Continued on Sheet 2 of 4)

#### NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00'53'06" WEST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. PROJECT NAME: OCOEE VILLAGE CENTER LOCATION: City of Ocoee, Orange County, Florida.

#### **CERTIFICATION:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM WOHLFARTH CONSULTING GROUP LLC:

AND CONSUMER SERVICES.			WILSON E. WAY, P.S.M.					
REVISIONS	DATE	BY	PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA					
REVISED	11/18/21	BF	DATE:	DRAWN	CHECKED	FIELD		
		1.000	11/03/21	BY BF	BY WW	BOOK N	I/A	



### WOHLFARTH CONSULTING GROUP LLC ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

**CERTIFICATE OF AUTHORIZATION NO. LB8214** 

# SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

EXHIBIT 'A'

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# RIGHT-OF-WAY TO BE VACATED (WESTBRIDGE COURT)

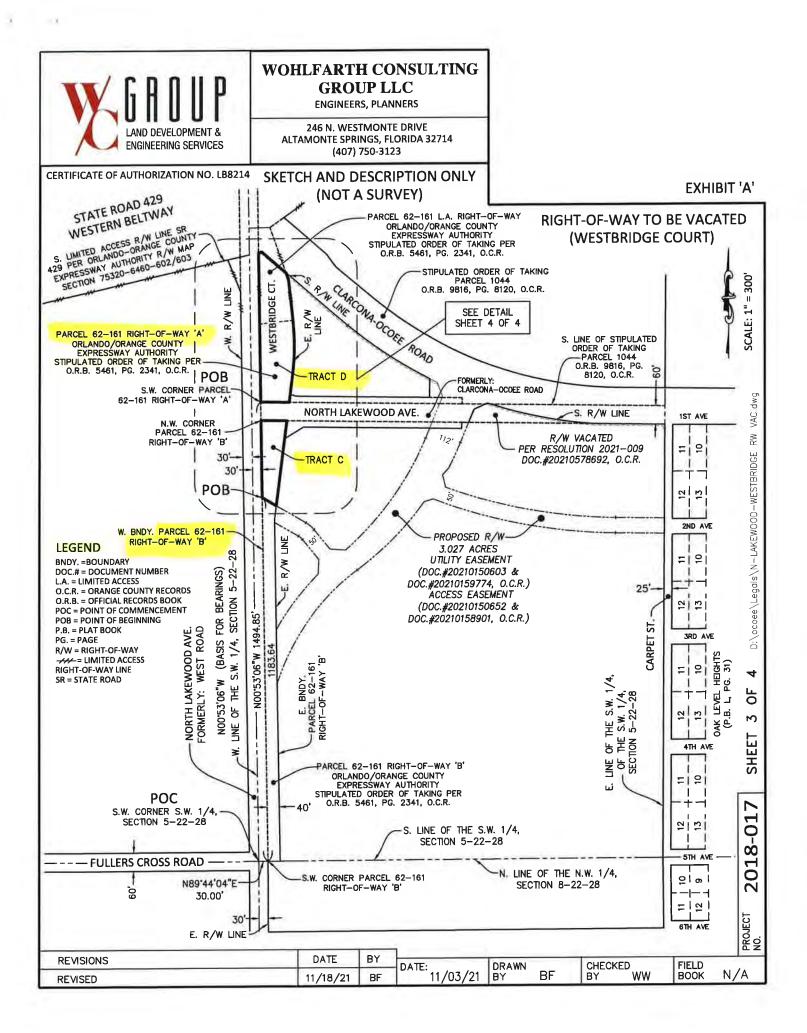
(Continued from Sheet 1 of 4)

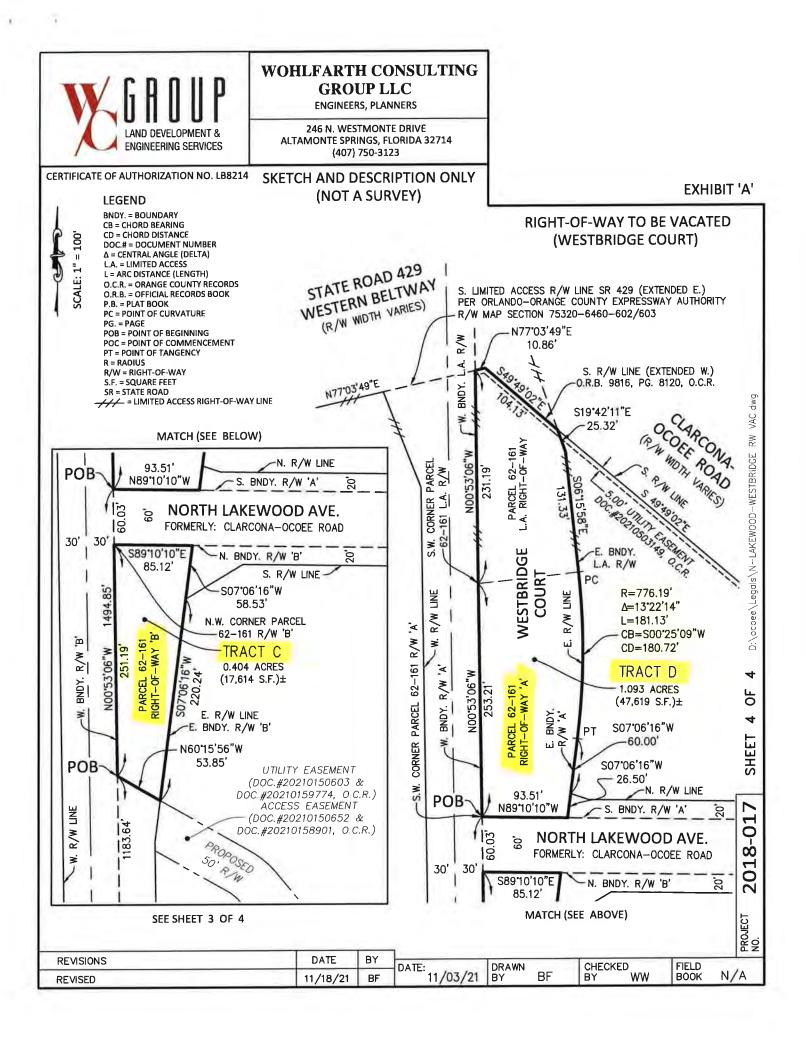
### **DESCRIPTION:**

along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62–161 Right-of-Way 'B' and the Northerly extension thereof, a distance of 1,494.85 feet to the POINT OF BEGINNING, said point also being the Southwest corner of Parcel 62–161 Right-of-Way 'A' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of said Public Records; thence continue North 00'53'06" West along the West boundary of said Parcel 62–161 Right-of-Way 'A', a distance of 253.21 feet to the Southwest corner of Parcel 62–161 Limited Access Right-of-Way of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of said Public Records; thence continue North 00'53'06" West along the West boundary of said Limited Access Right-of-Way, a distance of 231.19 feet to a point on the Easterly extension of the Southerly Limited Access right-of-way line for State Road 429 as shown on the Orlando—Orange County Expressway Authority Right—of Way Map, Section 75320—6460—602/603; thence North 77°03'49" East along said line, a distance of 10.86 feet to a point on the Westerly extension of the Southerly line of Parcel 1044, as described in Stipulated Order of Taking recorded in Official Records Book 9816, Page 8120, of said Public Records; thence South 49'49'02" East along said line, a distance of 104.13 feet, the following two (2) courses being along the Easterly boundary of said Parcel 62–161 Limited Access Right—of—Way; thence South 19'42'11" East, a distance of 25.32 feet; thence South 06'15'58" East, a distance of 131.33 feet to a point of curvature of a curve concave to the West; thence Southerly along an Easterly boundary of said Parcel 62–161 Right-of-Way 'A' and said curve having a radius of 776.19 feet, a chord bearing of South 00°25'09" West, a chord distance of 180.72 feet, a central angle of 13°22'14" for an arc distance of 181.13 feet to a point of tangency; thence South 07'06'16" West along an Easterly boundary of said Parcel 62–161 Right-of-Way 'A', a distance of 60.00 feet; thence departing from said Easterly boundary continue South 07'06'16" West, a distance of 26.50 feet to a point on the South boundary of said Parcel 62-161 Right-of-Way 'A'; thence North 89'10'10" West along said South boundary, a distance of 93.51 feet to the POINT OF BEGINNING. Containing 1.093 acres (47,619 square feet), more or less.

Containing in aggregate 1.498 acres (65,233 square feet) more or less.

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







# WOHLFARTH CONSULTING GROUP LLC

ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

# SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

EXHIBIT 'A'

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### SURPLUS RIGHT-OF-WAY (N. LAKEWOOD AVE. SPITE STRIPS)

#### **DESCRIPTION:**

Portions of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being portions of the Right—of—Way for North Lakewood Avenue more particularly described as follows:

#### Tract A-1

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89'44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62–161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00'53'06" West along the West boundary of said Parcel 62–161 Right-of-Way 'B' and the Northerly extension thereof, a distance of 1,494.85 feet to the Southwest corner of Parcel 62–161 Right-of-Way 'A' of the Orlando/Orange County Expressway Authority, as described in said Stipulated Order of Taking; thence South 89'10'10" East along the South boundary of said Parcel 62–161 Right-of-Way 'A', a distance of 93.51 feet to the POINT OF BEGINNING; thence departing from said South boundary of said Parcel 62–161 Right-of-Way 'A'; thence South 71'13'20" East, a distance of 20.58 feet; thence South 89'10'10" East, a distance of 473.89 feet; thence departing from said North boundary run South 22'27'30" West, a distance of 21.51 feet; thence

(Continued on Sheet 2 of 4)

#### NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00°53'06" WEST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. PROJECT NAME: OCOEE VILLAGE CENTER LOCATION: City of Ocoee, Orange County, Florida.

#### **CERTIFICATION:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM WOHLFARTH CONSULTING GROUP LLC:

AND CONSUMER SERVICES.		WILSON E. WAY, P.S.M.						
REVISIONS	DATE	BY	PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA					
Revised	11/18/21	BF	DATE:	-				
			11/01/21 BY BF BY WW BOOK N/A	ι.				



### WOHLFARTH CONSULTING GROUP LLC ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

# SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

EXHIBIT 'A'

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# SURPLUS RIGHT-OF-WAY (N. LAKEWOOD AVE. SPITE STRIPS)

(Continued from Sheet 1 of 4)

#### **DESCRIPTION:**

North 89'10'10" West along the South boundary of said Parcel 62–161 Right–of–Way 'A', a distance of 488.44 feet to the POINT OF BEGINNING. Containing 0.227 acres (9,890 square feet), more or less.

TOGETHER WITH:

#### Tract B-1

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89'44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62–161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62–161 Right-of-Way 'B', a distance of 1,434.83 feet to the Northwest corner of said Parcel 62–161 Right-of-Way 'B'; thence South 89'10'10" East along the North boundary of said Parcel 62–161 Right-of-Way 'B', a distance of 85.12 feet to the POINT OF BEGINNING; thence continue South 89'10'10" East along said North boundary, a distance of 471.24 feet; thence departing from said North boundary run South 22'27'30" West, a distance of 21.51 feet, the following two (2) described courses being along the South boundary of said Parcel 62–161 Right-of-Way 'B'; thence North 89'10'10" West, a distance of 408.48 feet; thence South 58'53'01" West, a distance of 72.15 feet; thence departing from said South boundary run North 07'06'16" East, a distance of 58.53 feet to the POINT OF BEGINNING. Containing 0.240 acres (10,456 square feet), more or less.

Containing in aggregate 0.467 acres (20,346 square feet), more or less.

								PROJECT
REVISIONS	DATE	BY	DATE: (a	DRAWN		CHECKED	FIELD	
REVISED	11/18/21	BF	11/01/21	BY	BF	BY WW	BOOK	N/A

