

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
RIGHT OF WAY COMMITTEE MEETING
August 28, 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 JULY 17, 2024 RIGHT OF WAY COMMITTEE MEETING MINUTES (action item)

D. AGENDA ITEM

- 1. RIGHT OF WAY ACQUISITION AGREEMENT WITH OPLR LLC (INB HOMES)**
PROJECT: SR 538 POINCIANA PARKWAY EXTENSION (538-235), PARCELS 53-160A, 53-160B –Robert F. Mallett, of Counsel, Nelson Mullins Riley & Scarborough, LLP (action item)
- 2. REVISED PROPERTY ACQUISITION, DISPOSITION AND PERMITTING POLICY**
Cristina Berrios, Deputy 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 Malaya.Bryan@CFXWay.com at least three (3) business days prior to the event.

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

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

Committee Members Present:

Mindy Cummings, Orange County Representative, Chairman
Laurie Botts, City of Orlando Representative
John Denninghoff, Brevard County
Juan F. Diaz, Citizen Representative
Anita Geraci-Carver, Lake County Representative Alternate
Christopher Murvin, Citizen Representative
Neil Newton, Seminole County Representative Alternate
Paul Satchfield, Osceola County Representative

CFX Staff Present:

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

Item A: CALL TO ORDER

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

Item B: PUBLIC COMMENT

There was no public comment.

Item C: APPROVAL OF MAY 15, 2024 RIGHT OF WAY COMMITTEE MEETING MINUTES

A motion was made by Mr. Satchfield and seconded by Mr. Denninghoff to approve the May 15, 2024 minutes.

Vote: The motion carried unanimously with all eight (8) Committee members present voting AYE by voice vote.

D. AGENDA ITEMS

D.1. AMENDED AND RESTATED 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)

Ms. Angela Wallace, General Counsel, provided background on the SR 538 Poinciana Parkway Extension Project. She detailed the history of the Amended and Restated Resolution before the Committee for approval.

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 and there have also been some parcels added. She informed the Committee Members that as of today there was an additional parcel added, bringing the necessary parcels for acquisition for the project to 123 parcels. An updated list of parcels which include parcel number 123 was distributed to Committee Members and is attached hereto as **Exhibit "A."**

The Committee Members asked questions which were answered by Ms. Wallace.

A motion was made by Ms. Botts and seconded by Mr. Murvin for the Right of Way Committee recommendation for Board approval of the Amended and Restated Resolution Declaring Property as Necessary for Acquisition for SR 538 Poinciana Parkway Extension, subject to minor or clerical modifications or revisions approved by CFX's General Counsel.

Vote: The motion carried unanimously with all eight (8) Committee members present voting AYE by voice vote.

Ms. Wallace informed the Committee Members that CFX is in the process of drafting proposed revisions to the CFX property acquisition policy for Board consideration during the August 8th board meeting. The interest of the proposed revisions is to save time and money by setting parameters including increasing approval of the thresholds to allow for expedited property acquisition. A copy of will be forwarded to the Committee.

The Committee Members commented and were in accordance with the described draft revision.

D.2. UTILITY RELOCATION AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND DUKE ENERGY, LLC, PROJECT: SR 516 LAKE/ORANGE EXPRESSWAY (PROJECT NO. 516-236)

Ms. Angela Wallace, General Counsel, briefing detailed the background of the SR 516 Lake/Orange Expressway Project. The new expressway is expected to improve connectivity between Lake and Orange counties and meet future traffic needs.

Duke Energy Florida owns a certain existing electric transmission line. As part of the construction of the Project, CFX requires the relocation of the transmission Line.

CFX and Duke Energy desire to enter into the proposed CFX-Duke Energy Engineering and Utility Relocation Agreement to effectuate the relocation of the Transmission Line. Pursuant to the terms of the proposed Agreement:

- CFX agrees to pay, in advance, Duke Energy for all direct out-of-pocket costs and expenses associated with the engineering, permitting, construction, and installation of the Transmission Line.
- The relocation cost is estimated to be \$8,712,000.00.
- The Agreement will outline the scope of work, schedule, and obligations of both CFX and Duke Energy.

The Committee Members commented and asked questions which were answered by Mr. Keith Jackson, Project Manager with Dewberry and Ms. Wallace.

A motion was made by Mr. Murvin and seconded by Mr. Satchfield for Right of Way Committee recommendation for Board approval of the Utility Relocation Agreement between CFX and Duke Energy for the SR 516 Lake/Orange Expressway project, subject to minor or clerical modifications or revisions approved by CFX's General Counsel.

Vote: The motion carried unanimously with all eight (8) Committee members present voting AYE by voice vote.

D.3. UTILITY RELOCATION AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND AT&T ENTERPRISES FLORIDA, LLC PROJECT: SR 516 LAKE/ORANGE EXPRESSWAY (PROJECT NO. 516-236)

Ms. Angela Wallace, General Counsel, stated that CFX has designed a new four-lane limited access expressway from US 27 to SR 429, designated as the SR 516 Lake/Orange Expressway Project.

CFX staff identified the need to relocate certain utilities located in parcels required for the proposed right of way of the Project. One such utility is AT&T Enterprises Florida, LLC ("AT&T"), which owns existing buried cables and associated facilities that will be adversely impacted by the Project. To accommodate the Project, CFX requested that AT&T relocate a portion of its buried cable and associated facilities.

CFX and AT&T negotiated a Utility Relocation Agreement ("Agreement") to facilitate the relocation of AT&T's buried cable and associated facilities. Under the terms of the Agreement, CFX agrees to pay AT&T, in advance, the actual cost of engineering, permitting, plant protection, labor, materials, and supervision necessary to protect, relocate, lower, and/or install the cable and associated facilities. The estimated cost is \$389,010.00. Both parties reviewed and agreed to the form of the Agreement.

A motion was made by Ms. Botts and seconded by Mr. Denninghoff for Right of Way Committee recommendation for Board approval of the Utility Relocation Agreement between CFX and AT&T Enterprises, LLC for the SR 516 Lake/Orange Expressway project, subject to minor or clerical modification or revisions approved by CFX's General Counsel.

Vote: The motion carried unanimously with all eight (8) Committee members present voting AYE by voice vote.

Item E: OTHER BUSINESS

Ms. Botts requested a regional map depicting the locations of the projects and items coming before the Committee.

Chairman Cummings stated that the next Right of Way Committee Meeting is scheduled for August 28, 2024.

Item F: ADJOURNMENT

Chairman Cummings adjourned the meeting at 2:28 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, publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, Florida 32807.

Exhibit "A"

Number 123

SR 538 - Poinciana Parkway Extension - Projects 538-234, 538-235 and 538-235 A

Number	County	Project	Project Parcel #	Parts	Tax ID
1	Osceola	538-235	53-100	A - C, E	
2	Osceola	538-235	53-100 D		
3	Osceola	538-235	53-100 F		
4	Polk	538-235	53-101 A		
5	Polk	538-235	53-101 B		
6	Osceola	538-235	53-109 A		
7	Osceola	538-235	53-109 B		
8	Osceola	538-234	53-110		17-26-28-0000-0010-0000
9	Osceola	538-234	53-115	Parts A-B/53-815	08-26-28-0000-0020-0000
10	Osceola	538-234	53-116		07-26-28-3180-000D-0010
11	Osceola	538-234	53-117	Parts A-B	07-26-28-0000-0010-0000
12	Osceola	538-235	53-117 C	Parts 1-2	06-26-28-0000-0030-0000
13	Osceola	538-235	53-119	Parts A-B	06-26-28-3180-000C-0010
14	Osceola	538-235	53-120	Parts A-B	06-26-28-3180-000C-0020
15	Osceola	538-235	53-123 A	Parts 1-3	06-26-28-3180-000C-0035
16	Osceola	538-235	53-123 B	Parts 1-2	06-26-28-3180-000C-0035
17	Osceola	538-235	53-124		06-26-28-0000-0040-0000
18	Osceola	538-235	53-125		06-26-28-5148-0001-0080
19	Osceola	538-235	53-126		06-26-28-5149-0001-0040
20	Osceola	538-235	53-127		06-26-28-5149-0001-0030
21	Osceola	538-235	53-128	Parts A-B	06-26-28-5149-0001-0020
22	Osceola	538-235	53-129		06-26-28-0000-0120-0000
23	Osceola	538-235	53-130	Parts A-C	06-26-28-5400-0009-0010
24	Osceola	538-235	53-131	Parts A-B	06-26-28-5400-0008-0010
25	Osceola	538-235	53-132 A		06-26-28-5400-0007-0010
26	Osceola	538-235	53-132 B	Parts 1-2	06-26-28-5400-0007-0010
27	Osceola	538-235	53-133		06-26-28-5400-0007-0110
28	Osceola	538-235	53-134	Parts A-B	06-26-28-5400-0007-0120
29	Osceola	538-235	53-135	Parts A-B	06-26-28-5400-0007-0130
30	Osceola	538-235	53-136		06-26-28-5400-0006-0010
31	Osceola	538-235	53-137		06-26-28-5400-0005-0010
32	Osceola	538-235	53-138		06-26-28-5400-0003-0010
33	Osceola	538-235	53-139		06-26-28-5400-0002-0010
34	Osceola	538-235	53-140		06-26-28-5400-0001-0010
35	Osceola	538-235	53-141		06-26-28-3313-0001-0140
36	Osceola	538-235	53-142		06-26-28-3313-0001-0150
37	Osceola	538-235	53-143		06-26-28-3313-0001-0160
38	Osceola	538-235	53-144		06-26-28-3313-0001-0060
39	Osceola	538-235	53-145		06-26-28-3313-0001-0050
40	Osceola	538-235	53-146		06-26-28-3313-0001-0040
41	Osceola	538-235	53-149		06-26-28-5400-0004-0010
42	Osceola	538-235	53-150		06-26-28-5400-0001-0240
43	Osceola	538-235	53-151		06-26-28-0000-0105-0000
44	Osceola	538-235	53-152		06-26-28-0000-0100-0000
45	Osceola	538-235	53-153		06-26-28-0000-0104-0000

SR 538 - Poinciana Parkway Extension - Projects 538-234, 538-235 and 538-235 A

7/16/2024

Number	County	Project	Project Parcel #	Parts	Tax ID
46	Osceola	538-235	53-160 A		06-26-28-0000-0070-0000
47	Osceola	538-235	53-160 B		06-26-28-0000-0071-0000
48	Osceola	538-235	53-162	Parts A-B	06-26-28-4785-0001-0010
49	Osceola	538-235	53-168		36-25-27-4782-0001-0060
50	Osceola	538-235	53-169		36-25-27-4782-0001-0050
51	Osceola	538-235	53-175		36-25-27-4782-0001-0040
52	Osceola	538-235	53-176		36-25-27-4782-0001-0030
53	Osceola	538-235	53-179		36-25-27-0000-0165-0000
54	Osceola	538-235	53-180		36-25-27-0000-0162-0000
55	Osceola	538-234	53-199		06-26-28-5149-0001-0010
56	Polk	538-235	53-201 A		28-26-06-000000-044140
57	Polk	538-235	53-201 B		28-26-06-000000-044180
58	Polk	538-235	53-202		GAP Parcel - no Tax ID
59	Polk	538-235	53-203		28-26-06-000000-042050
60	Polk	538-235	53-204		28-26-06-000000-042080
61	Polk	538-235	53-205		28-26-06-000000-042160
62	Polk	538-235	53-206	Parts A-C	28-26-06-000000-042130
63	Polk	538-235	53-207	Parts A-B	28-26-06-000000-042100
64	Polk	538-235	53-208 A	Parts 1-4	28-26-06-000000-041010
65	Polk	538-235	53-208 B		
66	Polk	538-235	53-209	Parts A-C	28-26-06-000000-043020
67	Polk	538-235	53-210		28-26-06-000000-034070
68	Polk	538-235	53-211	Parts A-C	28-26-06-000000-034060 & 28-26-06-000000-034080
69	Polk	538-235	53-213		28-26-06-000000-034010
70	Polk	538-235	53-215		28-26-06-000000-034020
71	Polk	538-235	53-216	Parts A-B	28-26-06-000000-034040
72	Polk	538-235	53-217	Parts A-B	28-26-06-000000-033040
73	Polk	538-235	53-218	Parts A-B	28-26-06-000000-033050
74	Polk	538-235	53-219	Parts A-B	27-26-01-000000-011060
75	Polk	538-235	53-220	Parts A-C	27-26-01-000000-011030
76	Polk	538-235	53-221		27-26-01-000000-011040
77	Polk	538-235	53-222	Parts A-B	27-26-01-000000-011140
78	Polk	538-235	53-223		28-26-06-000000-034030
79	Polk	538-235	53-225	Parts A-B	28-26-06-000000-042010
80	Polk	538-235 A	53-229 A		27-26-01-000000-011150
81	Polk	538-235	53-229 B	Parts 1-3	27-26-01-000000-011080
82	Polk	538-235	53-231	Parts A-B	27-26-01-000000-011100
83	Polk	538-235	53-232		27-26-01-000000-011070
84	Polk	538-235	53-233		27-26-01-000000-011090
85	Polk	538-235	53-234		27-26-01-000000-011020
86	Polk	538-235	53-235 A		27-26-01-000000-011050
87	Polk	538-235	53-235 B		28-26-06-000000-033020
88	Polk	538-235	53-240	Parts A-B	28-26-07-000000-014010
89	Polk	538-235	53-241		28-26-07-000000-014010

SR 538 - Poinciana Parkway Extension - Projects 538-234, 538-235 and 538-235 A

Number	County	Project	Project Parcel #	Parts	Tax ID
90	Polk	538-235	53-259		28-26-06-000000-042040
91	Polk	538-235	53-260 A		28-26-06-000000-042140
92	Polk	538-235	53-260 B		28-26-06-000000-042170
93	Polk	538-235	53-262		28-26-06-000000-042020
94	Polk	538-235	53-263		28-26-06-000000-042120
95	Polk	538-235	53-264 A		27-26-12-702500-003010
96	Polk	538-235	53-264 B		27-26-12-702500-003020
97	Osceola	538-235A	53-410		35-25-27-0000-0095-0000
98	Osceola	538-235A	53-450		06-26-28-4785-0001-0120 & 06-26-28-4785-0001-0130 & 06-26-28-4785-0001-0140
99	Osceola	538-235A	53-480		06-26-28-0000-0055-0000
100	Osceola	538-235A	53-490		06-26-28-0000-0030-0000
101	Osceola	538-235 A	53-700		
102	Polk	538-235A	53-701		27-26-02-701017-001270
103	Polk	538-235A	53-702	Parts A-B	27-26-02-000000-031030 & 35-25-27-4894-PRCL-
104	Osceola	538-235A	53-704		
105	Polk	538-235A	53-705		27-26-02-000000-013040
106	Osceola	538-235A	53-708		35-25-27-3160-000D-0135
107	Polk	538-235A	53-709		27-26-02-000000-013050
108	Osceola	538-235A	53-711		36-25-27-2545-000B-0110
109	Polk	538-235A	53-717	Parts A-B	27-26-01-700502-002620 & 27-26-01-700502-002630
110	Polk	538-235A	53-719		27-26-01-000000-011110
111	Osceola	538-235	53-723		06-26-28-3180-000C-0035
112	Osceola	538-235A	53-760		31-25-28-0000-0040-0000
113	Polk	538-235	53-762		28-26-06-000000-042020
114	Polk	538-235	53-766		27-26-12-702500-003050
115	Polk	538-235	53-770		27-26-12-702500-004010
116	Osceola	538-235 A	53-784	Parts A-B	31-25-28-3170-000C-0110
117	Osceola	538-235 A	53-785		36-25-27-0000-0155-0000
118	Osceola	538-235 A	53-791		31-25-28-0000-0050-0000
119	Osceola	538-235 A	53-811		36-25-27-2545-000B-0110
120	Polk	538-235	53-814		28-26-06-000000-034050
121	Osceola	538-235 A	53-818		35-25-27-0000-0090-0000
122	Osceola	538-235 A	53-854		21-25-29-0000-RAIL-ROAD
123	Polk	538-235	53-101 C		

W20
'(F) R=28749.90'(F)
ID.=274.43'(F) 190'(P)
ETAL L=1932.28'(F)
B=N30°48'27"E
31.92'(F) CURVE RW03
PAVED SHOULDER

536

537

538

(10.) VISTAMA
PB 173,

539

CURVE HCL34

PAVED SHOULDER
MAIRC1 OFF @P322
FND 5/8" IRC
"PORTER PLS3340"
CURVE RW01 0.14' S, 0.05' W(F)
Δ=03°51'03"(F) L=1925.56'(F)
0'(F) CB=N30°48'27"E CHD.=1925.20'(F)

C12-1 100'(P)
LOC 35.19'(C)
C12-2 101.6'(P)
56.62'(C)

R/W LINE

RUINS

2

S35°36'15"W
132.01'(C)

CURVE RW23
Δ = 00°05'28"(F)
L = 45.52'(F)
R = 28649.90'(F)
CB = N29°35'12"E
CHD.=45.52'(F)

MAIP2
STA. 537+47.47
50.08' RT
FND. 5/8" IR
NO ID

EASEMENT
ORB 7961, PG. 1945

LANDS DESCRIBED IN
ORB 5756 PG. 1715

STATE ROAD 600

FOR A+B=C
ROUNDED DOWN

MAPLE STREET
30' R/W (P)

SEE
DETAIL
"13A"

1 STORY
BLOCK
BLDG

201
C

201
A

201
B


Number 123
Project Parcel Number
53-101C

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MEMORANDUM

TO: CFX Right of Way Committee Members

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

DATE: August 15, 2024

SUBJECT: Right-of-Way Acquisition for INB Homes property
Project: Poinciana Parkway Extension Project, State Road 538
Parcel No: 53-160A and 53-160B

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 owned by OPLR LLC (“Seller”). While a survey of the parent tract has not been prepared for CFX, Seller’s Overall Property consists of Osceola County Parcel Identification Numbers 06-26-28-0000-0070-0000, 06-26-28-0000-0071-0000, 06-26-28-0000-0073-0000 and 06-26-28-4785-0001-0040 which comprises approximately 22.13 gross acres and which Seller had intended to develop as a residential townhome project.

Based on the legal description and sketch of description prepared by WBQ Design & Engineering, Inc. on behalf of CFX, the Property proposed to be acquired by CFX for the Project consists of 7.083 acres. It is anticipated that the Florida Department of Transportation (“FDOT”) will purchase the remainder of the Seller’s Overall Property for a future truck parking facility. In order to acquire the property needed for both projects, CFX and FDOT cooperatively negotiated with the Seller for a purchase of Seller’s Overall Property for a total purchase price of Six Million and No/Dollars (\$6,000,000.00), together with Seller’s attorney’s fees in the amount of Five Hundred Twenty-Three Thousand Nine Hundred Forty and No/100 U.S. Dollars (\$523,940.00) and Seller’s consultant and expert costs in the amount of Forty-Three Thousand Seven Hundred Three and No/100 U.S. Dollars (\$43,703.00).

CFX and FDOT have now agreed to separately acquire and purchase their respective portions of the Seller's Overall Property, with each paying its pro rata share of the negotiated total purchase price, fees and costs. Thus, pursuant to the attached Right-of-Way Acquisition Agreement (the "Agreement"), CFX would pay to the Seller at Closing a purchase price of One Million Nine Hundred Twenty Thousand Six Hundred and No/100 US. Dollars (\$1,920,600.00 (subject to appropriate credits, adjustments and prorations) for the Property, together with CFX's s proportionate share of Seller's the attorney fees in the amount of One Hundred Sixty-Seven Thousand Seven Hundred Thirteen and 19/100 U.S. Dollars (\$167,713.19) and the proportionate share of Seller's consultant and expert costs in the amount of Thirteen Thousand Nine Hundred Eighty-Nine and 33/100 U.S. Dollars (\$13,989.33). Thus, CFX's total costs of the Property would be \$2,102,302.52.

The Purchase Price under the Agreement is consistent with the valuations of the Property as determined by CFX's appraiser, Richard McMillan of The Appraisal Group of Central Florida, Inc., and its review appraiser, Harry Collison, Jr. of The Real Estate Consortium.

Pursuant to the Agreement, CFX would have ninety (90) days after the execution of the Agreement to inspect the Property and close on the purchase.

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 Acquisition Agreement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160A
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2148 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT; THENCE CONTINUE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID POLK/OSCEOLA COUNTY LINE NORTH 67°55'13" EAST, A DISTANCE OF 68.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 36°45'45" EAST AND A CHORD DISTANCE OF 237.28 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 35°06'18" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'53", A DISTANCE OF 237.31 FEET; THENCE NORTH 67°51'54" EAST, A DISTANCE OF 144.70 FEET; THENCE SOUTH 43°04'49" EAST, A DISTANCE OF 73.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF SOUTH 46°19'37" WEST AND A CHORD DISTANCE OF 284.47 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 47°02'06" WEST SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF CSX RAILROAD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'58", A DISTANCE OF 284.47 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 403.96 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

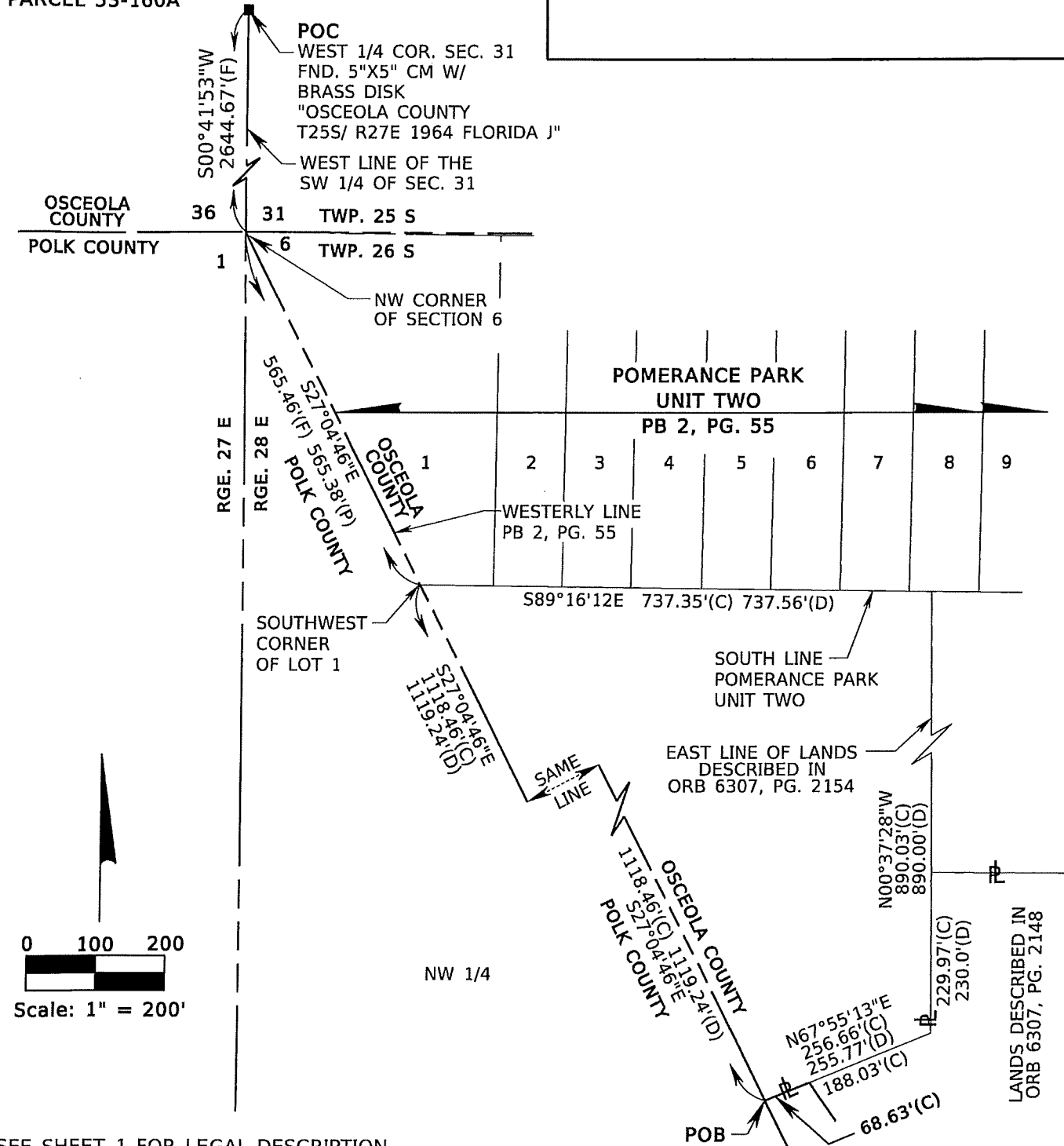
CONTAINING 1.199 ACRES, MORE OR LESS.

SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 4
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	SECTION N/A SHEET 1 OF 4

EXHIBIT "A"

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160A**

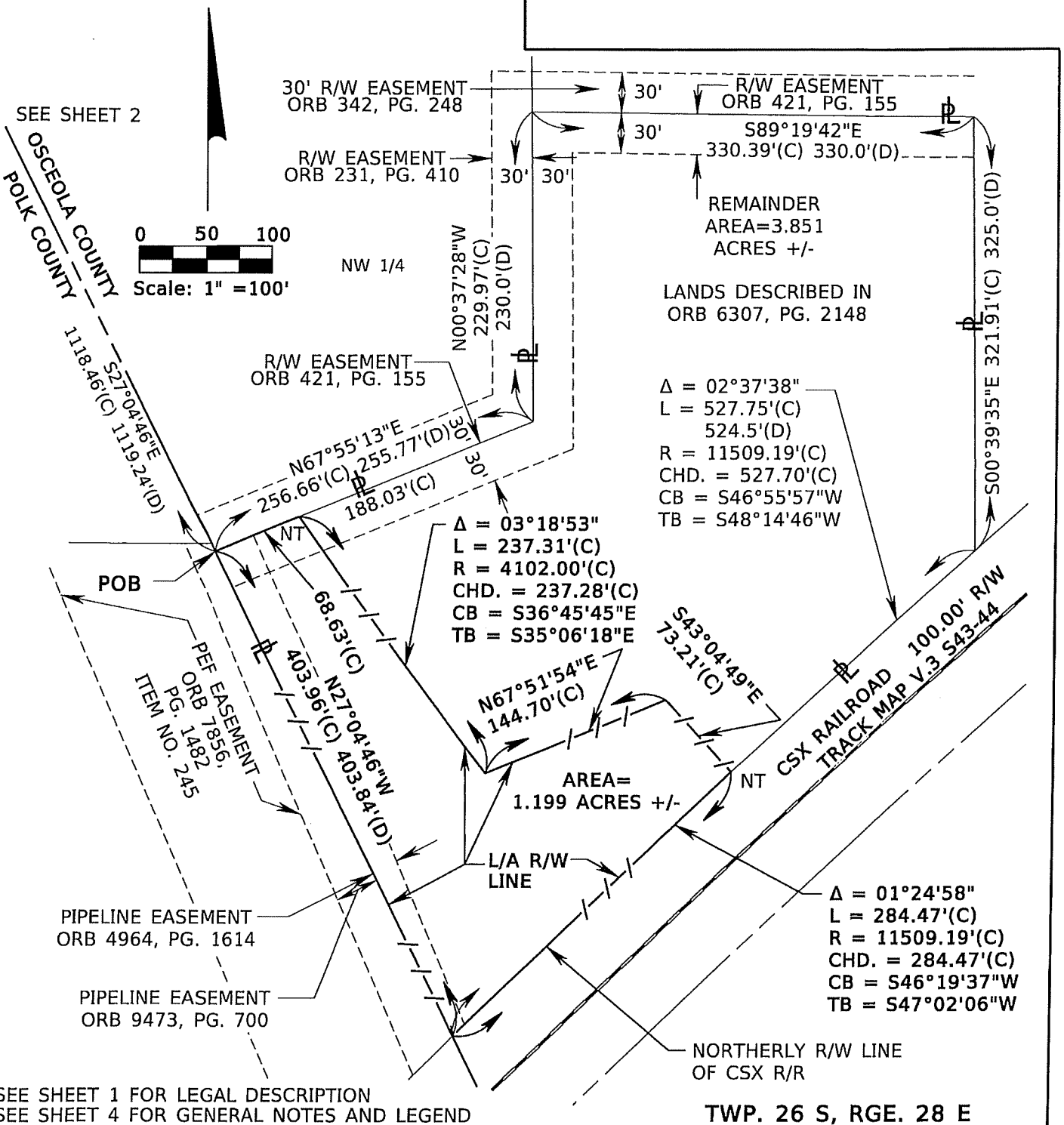


SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SEE SHEET 3

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY		
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY		
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300
			DATA SOURCE:		
			SEE GENERAL NOTES, SHEET 4		
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023
			SECTION N/A		SHEET 2 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160A



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 4	
ADDED R/W EASEMENTS	J.J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	SECTION N/A		SHEET 3 OF 4

SHEET 3 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160A

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-160 DATED 11/16/2022 AT 8:00 A.M., UPDATED 05/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

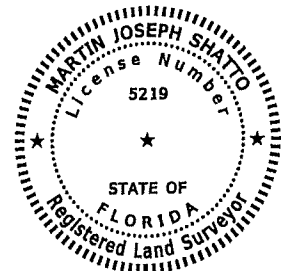
LEGEND

CHD. = CHORD DISTANCE	ID = IDENTIFICATION	PEF = PROGRESS ENERGY FLORIDA
CB = CHORD BEARING	IP = IRON PIPE	PC = POINT OF CURVATURE
C = CENTERLINE	IR = IRON ROD OR REBAR	PI = POINT OF INTERSECTION
(C) = CALCULATED DATA	IRC = IRON ROD AND CAP	POB = POINT OF BEGINNING
CCR = CERTIFIED CORNER RECORD	L = LENGTH OF CURVE	POC = POINT OF COMMENCEMENT
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY	LB = LICENSED BUSINESS	P.O.T. = POINT ON TANGENT
CO. = COUNTY	L/A = LIMITED ACCESS	PT = POINT OF TANGENCY
CM = CONCRETE MONUMENT	MON. = MONUMENTATION/MONUMENT	PROJ. = PROJECT
CR = COUNTY ROAD	NO. = NUMBER	R = RADIUS
CSX = CHESSIE SEABOARD CONSOLIDATED	N/A = NOT APPLICABLE	R/R = RAILROAD
D = DEGREE	NL = NAIL	RGE. = RANGE
(D) = DEED DATA	N&D = NAIL & DISK	REF. = REFERENCE
DB = DEED BOOK	NT = NON-TANGENT	R/W = RIGHT OF WAY
DR. = DRIVE	NTS = NOT TO SCALE	SEC. = SECTION
Δ = DELTA (CENTRAL ANGLE)	OR = OFFICIAL RECORD	SR = STATE ROAD
FND. = FOUND	ORB = OFFICIAL RECORD BOOK	T = TANGENT
(F) = FIELD	PG. = PAGE	TB = TANGENT BEARING
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	PLS = PROFESSIONAL LAND SURVEYOR	TC = TANGENT TO CURVE
F.P. = FINANCIAL PROJECT	P = PROPERTY LINE	TWP. = TOWNSHIP
	(P) = PLAT DATA	UE = UTILITY EASEMENT
	PB = PLAT BOOK	

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

Martin J Shatto Digitally signed by Martin J Shatto
Date: 2024.03.28 14:22:21 -04'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY					
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY					
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY					
UPDATE TITLE	MJS	3/28/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	LB7963	DATA SOURCE: SEE NOTE 3 ABOVE
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	SECTION N/A		SHEET 4 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160B
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH 89°16'12" EAST, A DISTANCE OF 327.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 179.00 FEET, A CHORD BEARING OF SOUTH 45°43'59" EAST AND A CHORD DISTANCE OF 249.88 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 01°27'59" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°32'01", A DISTANCE OF 276.59 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 536.05 FEET; THENCE SOUTH 56°33'36" WEST, A DISTANCE OF 131.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 33°34'23" EAST AND A CHORD DISTANCE OF 219.36 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°02'27" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°03'52", A DISTANCE OF 219.38 FEET TO A POINT ON THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH BOUNDARY SOUTH 67°55'13" WEST, A DISTANCE OF 68.63 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5.884 ACRES, MORE OR LESS

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY					
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY					
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY					
REVISED LEGAL DESCRIPTION	J. J. PIERRE	02/21/2024		BY	DATE	WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300		
REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023				DATA SOURCE: SEE GENERAL NOTES, SHEET 3		
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	07/04/2023			
REVISION	BY	DATE	CHECKED	M. SHATTO	07/17/2023	SECTION N/A		SHEET 1 OF 3

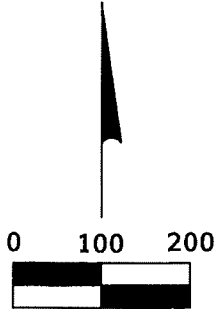
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160B

OSCEOLA COUNTY
 POLK COUNTY

SEE DETAIL "A"
 W LINE OF THE SW 1/4
 OF SECTION 31

TWP. 25 S

TWP. 26 S



Scale: 1" = 200'

CURVE C1
 $\Delta = 88^{\circ}32'01''(C)$
 $L = 276.59'(C)$
 $R = 179.00'(C)$
 $CHD. = 249.88'(C)$
 $CB = S45^{\circ}43'59''E$
 $TB = S01^{\circ}27'59''E$

CURVE C2
 $\Delta = 03^{\circ}03'52''(C)$
 $L = 219.38'(C)$
 $R = 4102.00'(C)$
 $CHD. = 219.36'(C)$
 $CB = S33^{\circ}34'23''E$
 $TB = S32^{\circ}02'27''E$

POC
 W 1/4 CORNER
 OF SECTION 31
 FND. 5"X5" CM
 W/ BRASS DISK
 "OSCEOLA COUNTY
 T25S / R27E 1964
 FLORIDA J"

W LINE OF THE
 SW 1/4 OF
 SECTION 31

DETAIL "A"
 NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION
 SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

NW CORNER OF
 SECTION 6
 15' PIPELINE EASEMENT
 ORB 1251, PG. 2019

**POMERANCE PARK
 UNIT TWO**

PB 2, PG. 55

WESTERLY LINE
 PB 2, PG. 55
 70' R/W ORB 220,
 PG. 640 &
 ORB 587, PG. 710

L/A R/W
 LINE

SE CORNER
 LOT 15
 SOUTH LINE
 POMERANCE PARK
 UNIT TWO

POB
 SW CORNER
 OF LOT 1

PEF EASEMENT
 ORB 7939,
 PG. 169

PIPELINE EASEMENT
 PER ORB 4964, PG. 1602

60' R/W EASEMENT
 PER ORB 231, PG. 410

S90°00'00"E
 54.71'(C)

991.23'(C)
 991.02'(D)
 60' R/W
 EASEMENT
 PER ORB
 342, PG. 248

FPC EASEMENT
 PER ORB 3905,
 PG. 2925

AREA=5.884
 ACRES +/-

L/A R/W
 LINE

REMAINDER
 AREA=4.930
 ACRES +/-
 LANDS DESCRIBED IN
 ORB 6307, PG. 2154

NOTE:
 LANDS DESCRIBED IN
 ORB 6307, PG. 2154 ARE
 SUBJECT TO 15' PIPELINE
 RIGHT OF WAY EASEMENT
 DIMENSIONS NOT PROVIDED
 AND THEREFORE NOT
 PLOTTABLE PER ORB 1232,
 PG. 135.

S67°55'13"W
 68.63'(C)

PEF EASEMENT
 ORB 7703,
 PG. 1402

S67°55'13"W
 256.66'(C) 255.77'(D)

500°00'00"W
 536.05'(C)
 30' R/W EASEMENT
 ORB 342, PG. 248

30' R/W EASEMENT
 ORB 421, PG. 155

30' R/W EASEMENT
 ORB 421, PG. 155

30' R/W EASEMENT
 ORB 421, PG. 155

30' R/W EASEMENT
 ORB 421, PG. 155

30' R/W EASEMENT
 ORB 421, PG. 155

30' R/W EASEMENT
 ORB 421, PG. 155

30' R/W EASEMENT
 ORB 421, PG. 155

30' R/W EASEMENT
 ORB 421, PG. 155

30' R/W EASEMENT
 ORB 421, PG. 155

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

REVISED PARCEL CONFIGURATION	J. J. PIERRE	02/21/2024	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 3
REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023	DRAWN	J. J. PIERRE	07/14/2023	
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	CHECKED	M. SHATTO	07/17/2023	
REVISION	BY	DATE				

SECTION N/A

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160B

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-161 DATED 11/04/2020 AT 8:00 A.M., UPDATED 11/15/2022 AT 8:00 A.M., REVISED ON 5/17/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

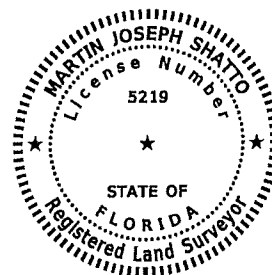
LEGEND

CHD. = CHORD DISTANCE	F.P. = FINANCIAL PROJECT	PEF = PROGRESS ENERGY FLORIDA
CB = CHORD BEARING	ID = IDENTIFICATION	PC = POINT OF CURVATURE
C = CENTERLINE	IP = IRON PIPE	PI = POINT OF INTERSECTION
(C) = CALCULATED DATA	IR = IRON ROD OR REBAR	POB = POINT OF BEGINNING
CCR = CERTIFIED CORNER RECORD	IRC = IRON ROD AND CAP	POC = POINT OF COMMENCEMENT
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY	L = LENGTH OF CURVE	P.O.T. = POINT ON TANGENT
CO. = COUNTY	LB = LICENSED BUSINESS	PT = POINT OF TANGENCY
CM = CONCRETE MONUMENT	L/A = LIMITED ACCESS	PROJ. = PROJECT
CR = COUNTY ROAD	MON. = MONUMENTATION/MONUMENT	R = RADIUS
CSX = CHESSIE SEABOARD CONSOLIDATED	NO. = NUMBER	RR = RAILROAD
D = DEGREE	N/A = NOT APPLICABLE	RGE. = RANGE
(D) = DEED DATA	NL = NAIL	REF. = REFERENCE
DB = DEED BOOK	N&D = NAIL & DISK	R/W = RIGHT OF WAY
DR. = DRIVE	NT = NON-TANGENT	SEC. = SECTION
Δ = DELTA (CENTRAL ANGLE)	NTS = NOT TO SCALE	SR = STATE ROAD
FND. = FOUND	OR = OFFICIAL RECORD	T = TANGENT
(F) = FIELD	ORB = OFFICIAL RECORD BOOK	TB = TANGENT BEARING
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	PG. = PAGE	TC = TANGENT TO CURVE
FPC = FLORIDA POWER CORPORATION	PLS = PROFESSIONAL LAND SURVEYOR	TWP. = TOWNSHIP
	P = PROPERTY LINE	UE = UTILITY EASEMENT
	(P) = PLAT DATA	
	PB = PLAT BOOK	

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

Martin J Shatto Digitally signed by Martin J Shatto
Date: 2024.04.02 16:54:32 -04'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
UPDATE TITLE	MJS	4/02/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	LB7963	DATA SOURCE:	
REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023						SEE NOTE 3 ABOVE	
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	07/14/2023				
REVISION	BY	DATE	CHECKED	M. SHATTO	07/17/2023			SECTION N/A	SHEET 3 OF 3

INB HOMES OVERALL PROPERTY

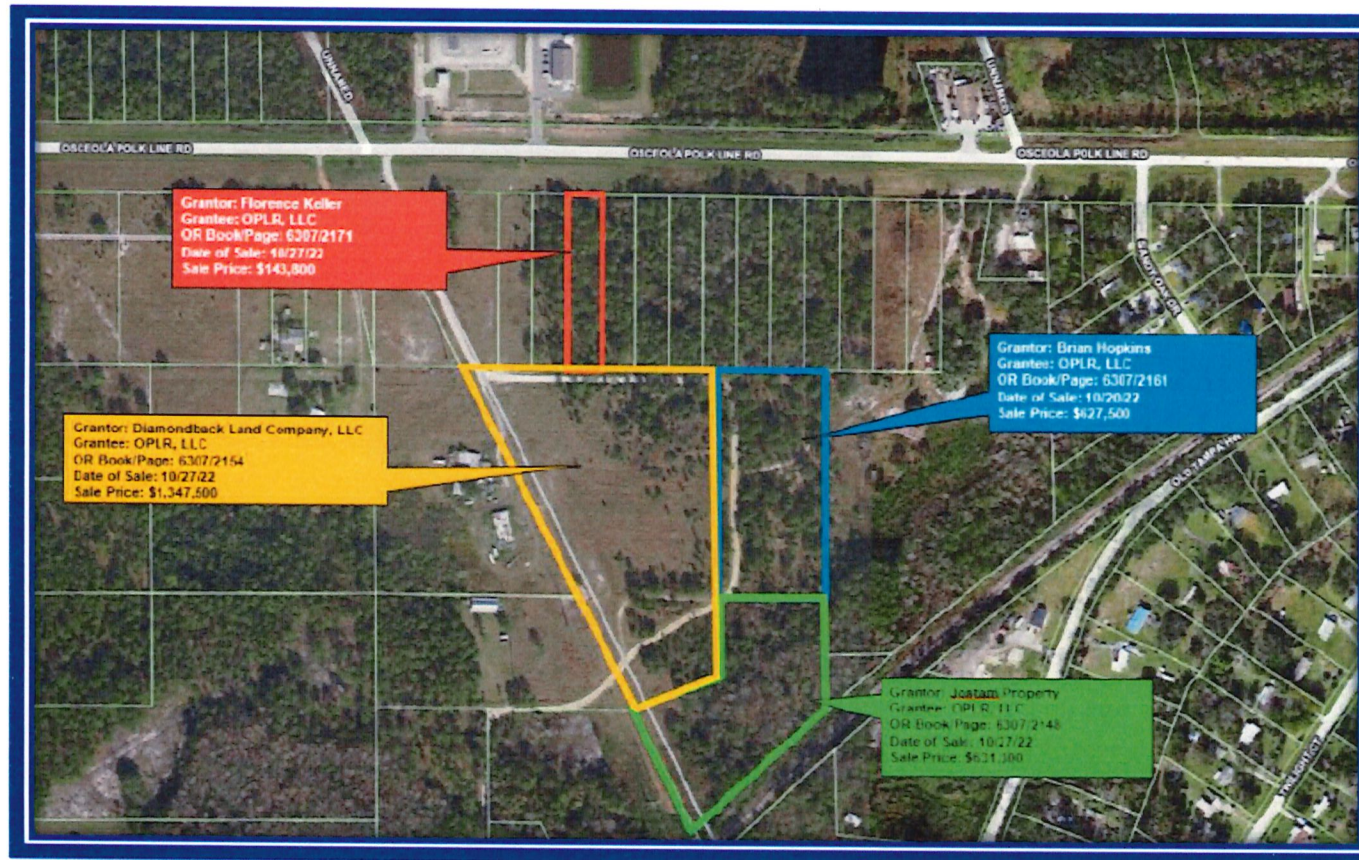


EXHIBIT " B "

EXHIBIT "C"

RIGHT-OF-WAY ACQUISITION AGREEMENT

RIGHT-OF-WAY ACQUISITION AGREEMENT
(Parcel 53-160A&B)

THIS RIGHT-OF-WAY ACQUISITION AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **OPLR LLC**, a Florida limited liability company, whose address is 3670 Maguire Boulevard, Suite 220, Orlando, Florida 32803 (“**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 (“**CFX**”).

RECITALS:

Seller is the fee simple owner of that certain real property located within Osceola County, Florida consisting of Osceola County Parcel Identification Numbers 06-26-28-0000-0070-0000, 06-26-28-0000-0071-0000, 06-26-28-0000-0073-0000 and 06-26-28-4785-0001-0040 which comprises approximately 22.13 gross acres, respectively, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Seller’s Overall Property**”).

Pursuant to Chapter 348, Part III of the Florida Statutes (the “**Central Florida Expressway Authority Law**”), and particularly Section 348.754, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System (“**Expressway System**”) and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access. Furthermore, pursuant to Section 348.760, Florida Statutes, CFX may enter into contracts, conveyances, partnerships and other agreements with other entities for the purpose of carrying out the provisions of the Central Florida Expressway Authority Law.

CFX has identified a portion of the Seller’s Overall Property as necessary right-of-way for the future construction and maintenance of right-of-way improvements for State Road 538 (the “**Project**”), consisting of approximately 7.083 acres as more particularly described and depicted on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Property**”).

Seller and CFX desire to enter this Agreement to formalize the terms and conditions whereby the Seller shall sell and convey the Property to CFX.

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

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

2. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell the Property to CFX, and CFX agrees to purchase the Property from Seller, in the manner and upon the terms and conditions set forth in this Agreement.

3. **The Property.** For purposes of this Agreement the term "Property" consists of the property described and depicted in Exhibit B and shall also include all of Seller's right, title and interest in, to and under: (it) 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.

4. **Purchase Price and Method of Payment.** The purchase price to be paid to Seller for the Property ("**Purchase Price**") shall be One Million Nine Hundred Twenty Thousand Six Hundred and No/100 US. Dollars (\$1,920,600.00), subject to appropriate credits, adjustments and prorations as hereinbelow provided, for the Property. CFX shall also pay Seller's attorneys' fees in the amount of One Hundred Sixty-Seven Thousand Seven Hundred Thirteen and 19/100 U.S. Dollars (\$167,713.19) and Seller's consultant and expert costs in the amount of Thirteen Thousand Nine Hundred Eighty-Nine and 33/100 U.S. Dollars (\$13,989.33). CFX shall pay these amounts at Closing by wire transfer of immediately available funds.

5. **Survey and Title Matters.**

(a) **Survey of the Property.** Unless otherwise waived by CFX in writing, CFX may, within thirty (30) 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 CFX 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 the graphic depiction of the Property set forth in **Exhibit "B"** attached hereto to be mutually agreed upon by the parties; (ii) shall be certified to Seller, CFX, Title Company (as defined below); and (iii) shall be in form and content which shall enable the Title Company to delete the standard survey exception and to issue a survey endorsement to the Title Policy (as defined below). The Surveyor's seal shall be affixed to the Survey.

(b) **Title Insurance.** Within thirty (30) days after the Effective Date of this Agreement, unless otherwise waived by CFX in writing, CFX may obtain, at CFX's expense, a current title insurance commitment and a copy of all exceptions referred to therein (the "**Title Commitment**") from a nationally recognized title insurance company authorized to conduct business in the State of Florida and selected by CFX (the "**Title Company**"), which Title Commitment shall be issued by Nelson Mullins ("**Title Agent**"). The Title Commitment shall irrevocably obligate the Title Company to issue an ALTA owner's title insurance policy approved for issuance in the State of Florida in the amount of the Purchase Price (the "**Title Policy**"), which Title Policy shall insure CFX's fee simple title to the Property, together with any appurtenant easements. The Title Commitment will initially be based on the legal description set forth in **Exhibit "B"** attached hereto. Within fifteen (15) days after the parties have approved the

legal description contained on the Survey, Seller shall issue an endorsement to the Title Commitment based on the Survey legal description whereupon CFX shall have the rights set forth in subparagraph (c) below with respect to any new matters contained on said endorsement.

(c) Title and Survey Objection. Within thirty (30) days after the latter of the Survey or the Title Commitment, CFX shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to CFX, which matters shall be referred to herein as "**Title Defects**". Any matters set forth in the Title Commitment or Survey to which CFX does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". Seller, at its election, shall have until Closing (the "**Seller's Cure Period**") to use commercially reasonable efforts to cure such Title Defects to the reasonable satisfaction of CFX and the Title Company. In the event Seller fails or refuses to cure any Title Defect(s) within Seller's Cure Period, then CFX may at its option by delivering written notice thereof to Seller within seven (7) days after expiration of the Cure Period (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder; or (ii) accept title to the Property subject to such Title Defect(s). It is specifically understood and agreed that, without limitation, CFX hereby objects to and will require the removal, correction or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus or encroachment identified on the Survey which affects the Property and (iii) all mortgages, monetary liens or similar encumbrances. Further, it is understood and agreed that CFX hereby objects to 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) No Additional Encumbrances. From and after the Effective Date, Seller shall not, without obtaining CFX'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 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. Seller's failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller.

6. Inspection Period.

(a) Unless otherwise waived in writing by CFX, CFX shall have ninety (90) days after the Effective Date ("Inspection Period"), to determine, in CFX's sole and absolute discretion, that the Property is suitable and satisfactory for CFX's Intended Use (the "Inspection Period"). During the Inspection Period, CFX may, in CFX's sole discretion and at CFX's expense, perform any and all Inspections (as more particularly defined below) CFX desires to

perform, including but not necessarily limited to the following: (i) having the Property tested, surveyed and inspected to determine if the Property contains any Hazardous Substances (hereinafter defined), wastes, materials, pollutants or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to CFX in its sole discretion; (ii) having the Property tested, surveyed and inspected to determine if the Property contains any endangered or threatened species of animal life or endangered, threatened or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department or commission would disallow the use of the Property intended by CFX or require CFX to relocate any such species, plants or wetlands, and obtaining an endangered species and habitat report, satisfactory to CFX in its sole discretion; and (iii) investigating the physical and economic feasibility of developing the Property for CFX's Intended Use, including without limitation investigation of all applicable building, zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the Property, stormwater management, zoning and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by CFX in its sole and absolute discretion.

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

(b) In the event CFX determines, in its sole discretion, that it is not desirable or feasible to develop the Property for CFX's Intended Use or that it is not satisfied as to any other matter set forth in Section 6(a) above, or any other matter(s) which CFX deems relevant, then in such event CFX may, in CFX's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period and in such event the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. In the event CFX fails to notify Seller in writing within the Inspection Period that CFX is satisfied, in CFX's sole discretion, with CFX's inspections of the Property and that CFX intends to proceed with the purchase of the Property, this Agreement shall automatically terminate and be null and void and neither party shall have any further liability or obligation hereunder except as otherwise provided herein.

(c) Delivery of Information Relating to Property. No later than thirty (30) days prior to Closing, Seller shall deliver to CFX copies of any studies, documents, investigations, or materials in Seller's, or Seller's agents, consultants, employees or contractor's possession (collectively, the "**Seller's Due Diligence Materials**"). All of Seller's Due Diligence Materials may be used by CFX in such manner as it desires.

(d) Access to Property. CFX shall at all times before Closing have the right of going upon the Property with its agents and engineers as needed to inspect, examine, survey,

appraise and otherwise undertake those actions which CFX, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for CFX's Intended Use. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") to be performed at CFX's expense. CFX 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 CFX's inspection activities pursuant to this Section 6, in the event CFX does not acquire same. Within the limits of Section 768.28, Florida Statutes, CFX 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 CFX's right under this Section 6, including, without limitation, any damage to the Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the Property or any part thereof. This provision shall survive Closing or earlier termination of this Agreement.

7. **Conditions Precedent to CFX's Obligation to Close.** CFX's obligation to close on the purchase of the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

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

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

(c) 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 CFX's Intended Use.

(d) Seller shall, at Seller's cost and expense, exempt (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 CFX and used for CFX's Intended Use (the "**Association Exemption**"). CFX 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 expiration of the Inspection Period.

(e) CFX 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 CFX and delivered to Seller.

(f) In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived by CFX prior to the date of Closing, CFX may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement, (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the CFX Price; or (iii) waive any of the Conditions to Close and enter into a post-closing escrow agreement establishing a time certain to complete the unfinished conditions and the provision of a method to financially secure any post-closing obligations.

8. Closing Date and Closing Procedures and Requirements.

(a) Closing Date. Unless otherwise agreed to by the Parties, the closing (the "Closing") shall occur within ninety (90) days after the approval of this Agreement by the Governing Board of the Central Florida Expressway Authority, on a date and time agreed to by the Parties ("Closing Date"). The Closing shall occur at the offices of the Title Agent or CFX's legal counsel ("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. Seller hereby waives any objection to Closing Agent's representation of CFX in the preparation of this Agreement, the transactions contemplated herein, in any future dispute or legal proceeding arising out of this Agreement, or acting as title, closing or escrow agent in connection with this Agreement.

(b) Conveyance of Title. At the Closing, Seller shall execute and deliver to CFX 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 CFX, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions (the "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 CFX's election, be satisfied and paid with the proceeds of the Purchase Price. Seller and CFX 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) Disclosure Affidavit. At the Closing, Seller shall execute an affidavit disclosing each person or entity having a legal or beneficial interest in the Property as required under Section 286.23, Florida Statutes, as it may be amended from time to time. Such disclosure shall be made in the form of Exhibit "D" attached hereto and incorporated herein by this reference. Seller shall make such disclosure under oath, subject to the penalties for perjury. Seller waives the notice provision of Section 286.23(2), Florida Statutes and warrants that both

affidavits shall disclose those persons or entities holding less than five (5%) percent of the beneficial interest of the disclosing entity.

(d) Prorating of Taxes and Assessments. Seller shall pay all taxes, assessments 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.

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

(f) Closing Costs. Seller shall pay the following Closing costs: (i) preparation and recordation of any instruments necessary to correct title. CFX shall pay the following Closing costs: (i) the cost of recording the deed(s), and (ii) the Purchase Price and Seller's attorney's fees and consultant's and experts costs as set forth in Section 4 above. CFX shall also pay all costs of its due diligence and the title insurance premium for the Title Commitment and Title Policy equal to its prorated share of the Purchase Price to be issued by Title Agent. The Closing Agent shall prepare, at Purchaser's sole expense, all other necessary Closing documents.

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

(a) That Seller owns fee simple marketable record title to the Property, 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 CFX 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 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 or any portion or portions thereof or relating to or arising out of the ownership of the Property, 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 Florida 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 or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property 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) No commitments have been made to any governmental authority (other than CFX), 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 CFX 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, 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.

(h) To the best of Seller's knowledge, neither the Property nor 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 any 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 any 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.

(i) 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, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Property, 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.

(j) No person or legal entity other than CFX has any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest or interests therein.

(k) 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.

(l) 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.

(m) 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.

(n) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 9, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to CFX when first available to Seller; and in the event of any change which may be deemed by CFX in its sole discretion to be materially adverse, CFX may, at its election, terminate this Agreement. For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of OPLR, LLC, a Florida limited liability company and Mark Rosenwasser, President INB Homes, and no others without duty of inquiry or investigation whatsoever. CFX acknowledges that OPLR, LLC, a Florida limited liability company and Mark Rosenwasser,

President INB Homes are 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 OPLR, LLC, a Florida limited liability company and Mark Rosenwasser, President INB Homes.

10. Warranties and Representations of CFX. To induce Seller to enter into this Agreement, CFX, 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 CFX 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 CFX hereunder.

(b) That to the best of CFX'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 CFX of any provision of any agreement or other instrument to which CFX is a party or to which CFX 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 CFX.

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

(d) That in the event that changes occur as to any of the foregoing representations and warranties of CFX contained in this Section 10, or in any other part of this Agreement, of which CFX has knowledge, CFX will immediately disclose same to Seller when first available to CFX.

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

(a) From and after the Effective Date and until physical possession of the Property has been delivered to CFX, 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 or its use. 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 CFX all of Seller's right, title and interest in and to all utilities and utility commitments which service or pertain in any manner to the Property, including, without limitation, any water or sewer connections which have been allocated in any manner to the Property or to Seller as owner of the Property and Seller's position on any waiting list relating to any such water or sewer connections.

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

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

12. CFX's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, CFX affirmatively covenants that CFX 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 CFX of its obligations hereunder.

13. Defaults.

(a) Pre-Closing Default by Seller. In the event, prior to Closing, Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, or in the event that Seller fails to timely close the transaction contemplated herein, CFX, in CFX's sole discretion, shall be entitled to, as CFX's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Seller; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

(b) Pre-Closing Default by CFX. In the event, prior to Closing, CFX 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 CFX under the terms and provisions of this Agreement, or in the event that CFX fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedies for any such default shall be, upon giving written notice to CFX as herein provided, to (i) enforce specific performance of this Agreement against CFX, or (ii) terminate this Agreement, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein. Nothing contained herein shall be deemed a waiver of Seller's rights or remedies in the event CFX or another authority pursues an action in eminent domain against the Property, subject to any defenses or objections Seller would otherwise have in such proceeding.

(c) Post-Closing Default by Seller or CFX. With respect to a default by either party of any of its obligations under this Agreement that survive Closing, or any breach of a representative 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) Survival. The provisions of this Section 13 shall expressly survive Closing.

14. Possession of Property. Seller shall deliver to CFX full and exclusive possession of the Property on the Closing Date.

15. Condemnation. In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any Governmental Authority or entity, other than CFX, prior to the Closing Date, CFX 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 CFX pursuant to the terms and provisions hereof and to transfer and assign to CFX 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 CFX hereby further agree that CFX shall have the right to participate in all negotiations with any such Governmental Authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

16. Broker.

(a) Seller hereby represents and warrants to CFX that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller hereby indemnifies CFX and agrees to hold CFX 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 CFX 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 CFX 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 CFX, 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 CFX in its defense and to pursue CFX's rights to be indemnified by Seller.

(b) CFX hereby represents and warrants to Seller that CFX has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Within the limits of Section 768.28, Florida Statutes, CFX 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 CFX, 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.

CFX agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker or finder claiming to have been engaged by CFX. If CFX refuses to retain legal counsel to defend Seller, CFX 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 CFX.

17. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 pm, local Orlando, Florida time 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:

CFX: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807
Email: Michelle.Maikisch@cfxway.com

Copy to: Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road
Orlando, Florida 32807
Email: Angela.Wallace@cfxway.com

Seller: OPLR LLC
Attn: Mark Rosenwasser
3670 Maguire Boulevard, Suite 220
Orlando, Florida 32803
Email: m.rosenwasser@inb.homes

Copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Attn: Brian E. Smith
215 North Eola Drive
Orlando, Florida 32801
Email: Brian.Smith@lowndes-law.com

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

18. General Provisions.

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

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

(c) The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Neither this Agreement, nor any right or obligation of any party arising under this Agreement, may be assigned or delegated without the written consent of all parties.

(d) Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. 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 CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.

(g) This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for 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.

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

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

21. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the CFX'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 CFX to be sued.

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

23. **Amendment to Agreement.** Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. CFX does hereby confer upon the Executive Director or Executive Director's designee, the authority, without further approval from the CFX, 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 CFX's signature of those agreements, amendments, easements, contracts and similar documents is hereby authorized.

24. **Release of Other Claims.** Except for liabilities expressly surviving Closing as set forth in this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deeds contemplated herein, Seller shall thereby release and forever discharge CFX, 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 CFX 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, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, loss or diminution of access, light, air or view, 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 CFX from its obligations or liabilities under this Agreement.

25. Not an Offer. 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.

26. Limited Access. Seller hereby agrees, acknowledges, and understands that the Project is anticipated to be a limited access right-of-way, and as such, CFX has the right, at any time, to record and establish the limited-access lines on and along real property owned by CFX for the Project adjacent to any other real property owned or retained by the Seller located adjacent to the Project. Seller waives and disclaims any claim against CFX, in law or in equity, based upon the establishment of the limited-access lines for the Project. In no event shall CFX 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 26 shall survive the Closing. Seller has read and understands the provisions of this Section 26.

27. Effective Date. When used herein, the term "**Effective Date**" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either CFX or Seller execute this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

WITNESSES:

“SELLER”

OPLR LLC, a Florida limited liability company

By: INB, LLC, a Florida limited liability company, its Manager

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

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 INB, LLC, a Florida limited liability company, as Manager of OPLR LC, a Florida limited liability company, who is personally known to me OR produced _____ as identification.

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

[SEE FOLLOWING PAGE FOR CFX'S SIGNATURE]

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

Print Name: _____

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.

Nelson Mullins Riley & Scarborough

By: _____
Richard N. Milian, Esq.

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.
He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

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

EXHIBIT "A"

Seller's Overall Property

From a point N 89° 36' 05" W, 661.02 feet, from the Southeast corner of Lot 15 Pomerance Park, Unit 2 as recorded in Plat Book 2, Page 55 of the Official Records of Osceola County, Florida, run S 00° 54' 30" E, 660.0 feet, to the Point of Beginning; run thence N 89° 36' 05" W, 330.0 feet; run thence S 00° 54' 30" E, 230.0 feet; run thence S 67° 22' 17" W, 255.77 feet, to the Osceola-Polk County Line; run thence S 27° 25' 42" E, along said County Line 403.84 feet, to the Northerly Right Way of Line of Seaboard Coastline Railroad; run thence Northeasterly along said Right of Way Line, 524.5 feet to the West Line of the SE 1/4 of NW 1/4 of Section 6, T 26 S, R 28 E; run thence N 00° 54' 30" W, 325.0 feet, to the Point of Beginning.

Parcel ID: 06-26-28-0000-0070-0000

Begin N 89°36'5" W and 991.02 feet from the Southeast corner of Lot 15, Pomerance Park Unit 2, continue on bearing 737.56 feet to county line; S 27°25'42" E on county line, 1119.24 feet; N 67°22'17" E, 255.77 feet; N 00°54'30" W, 890.00 feet to the Point of Beginning. Lying in Section 06, Township 26 South, Range 28 East in Osceola County, Florida.

Parcel ID: 06-26-28-0000-0071-0000

Beginning at a point North 89°36'05" West 661.02 feet from the Southeast corner of Lot 15 of POMERANCE PARK UNIT TWO, according to the Plat thereof recorded in Plat Book 2, Page 55, Public Records of Osceola County, Florida, said point being on the South line of said Unit Two; run North 89°36'05" West 330.0 feet; run thence South 00°54'30" East 660.0 feet; run thence South 89°36'05" East 330.0 feet; run thence North 00°54'30" West 660.0 feet to the Point of Beginning

Parcel ID: 06-26-28-0000-0073-0000

Lot 4, POMERANCE PARK UNIT 2, according to the plat thereof as recorded in Plat Book 2, Page 55, Public Records of Osceola County, Florida.

Parcel ID: 06-23-28-4785-0001-0040

EXHIBIT "B"

DEPICTION AND LEGAL DESCRIPTION OF PROPERTY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160A
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2148 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT; THENCE CONTINUE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID POLK/OSCEOLA COUNTY LINE NORTH 67°55'13" EAST, A DISTANCE OF 68.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 36°45'45" EAST AND A CHORD DISTANCE OF 237.28 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 35°06'18" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'53", A DISTANCE OF 237.31 FEET; THENCE NORTH 67°51'54" EAST, A DISTANCE OF 144.70 FEET; THENCE SOUTH 43°04'49" EAST, A DISTANCE OF 73.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF SOUTH 46°19'37" WEST AND A CHORD DISTANCE OF 284.47 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 47°02'06" WEST SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF CSX RAILROAD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'58", A DISTANCE OF 284.47 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 403.96 FEET TO THE POINT OF BEGINNING.

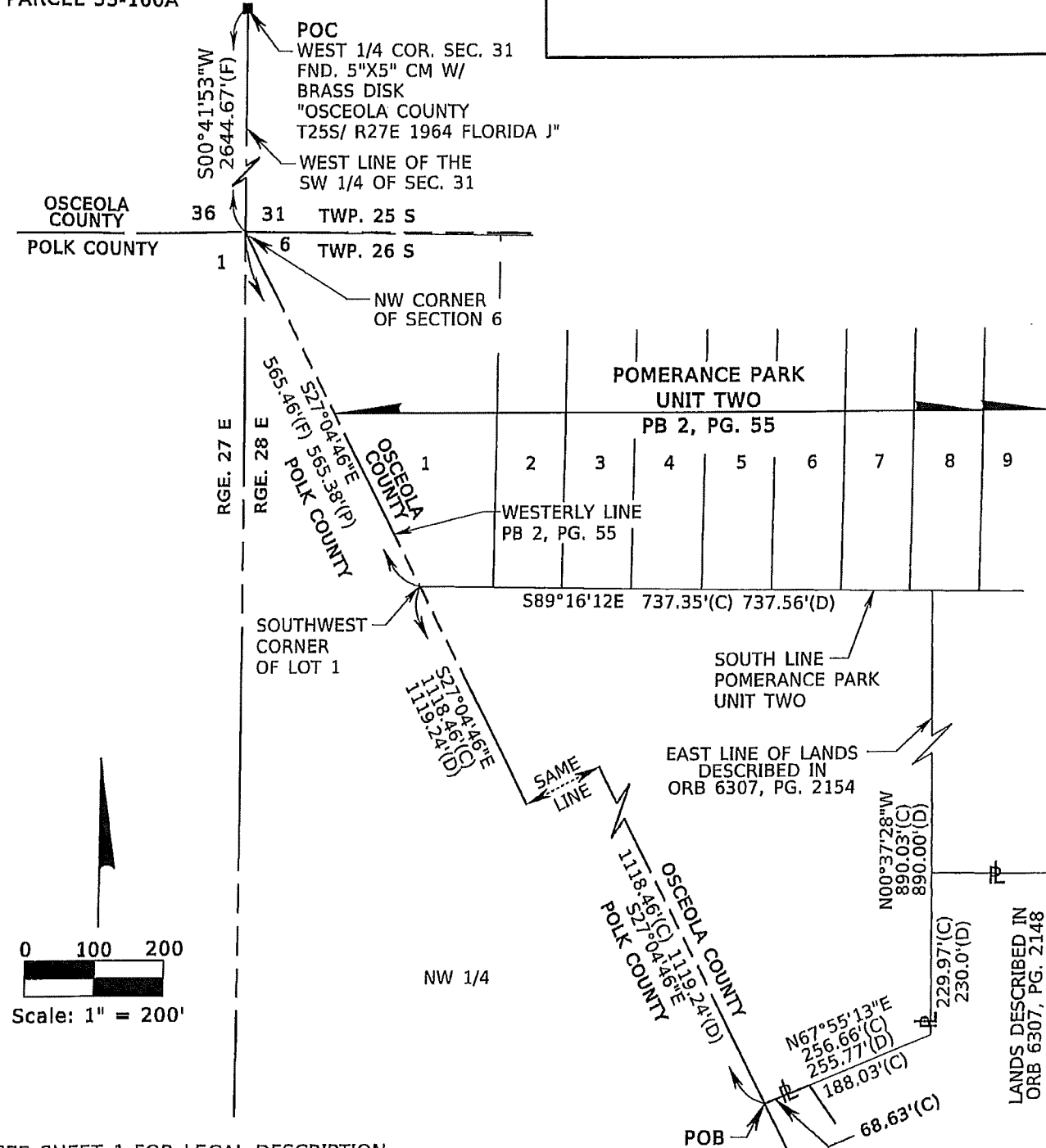
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.199 ACRES, MORE OR LESS.

SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 4
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	
SECTION N/A						SHEET 1 OF 4

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160A**

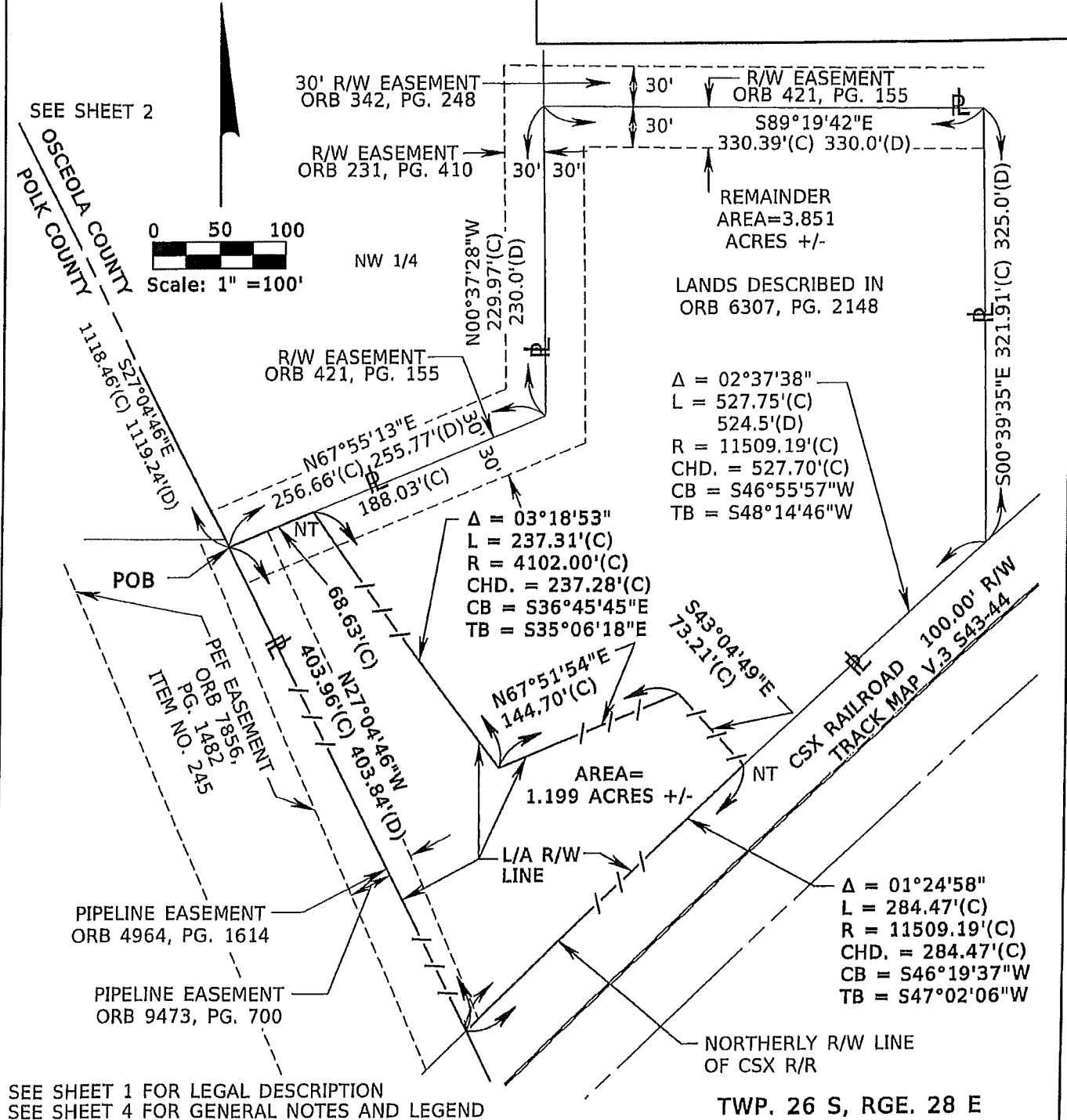


SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SEE SHEET 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY					
SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY					
STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY					
		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 4
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023
				SECTION N/A	SHEET 2 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 538 (POINCIANA PARKWAY - SEGMENT 2)
 PROJECT NO. 538-235
 PARCEL 53-160A



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

			BY			DATE			WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300			DATA SOURCE: SEE GENERAL NOTES, SHEET 4		
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023									
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023				SECTION N/A			SHEET 3 OF 4		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160A

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-160 DATED 11/16/2022 AT 8:00 A.M., UPDATED 05/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

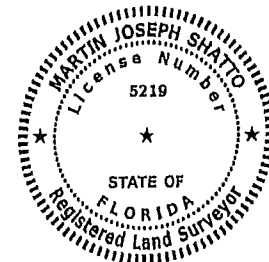
LEGEND

CHD. = CHORD DISTANCE	ID = IDENTIFICATION	PEF = PROGRESS ENERGY FLORIDA
CB = CHORD BEARING	IP = IRON PIPE	PC = POINT OF CURVATURE
CL = CENTERLINE	IR = IRON ROD OR REBAR	PI = POINT OF INTERSECTION
(C) = CALCULATED DATA	IRC = IRON ROD AND CAP	POB = POINT OF BEGINNING
CCR = CERTIFIED CORNER RECORD	L = LENGTH OF CURVE	POC = POINT OF COMMENCEMENT
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY	LB = LICENSED BUSINESS	P.O.T. = POINT ON TANGENT
CO. = COUNTY	L/A = LIMITED ACCESS	PT = POINT OF TANGENCY
CM = CONCRETE MONUMENT	MON. = MONUMENTATION/MONUMENT	PROJ. = PROJECT
CR = COUNTY ROAD	NO. = NUMBER	R = RADIUS
CSX = CHESSE SEABOARD CONSOLIDATED	N/A = NOT APPLICABLE	R/R = RAILROAD
D = DEGREE	NL = NAIL	RGE. = RANGE
(D) = DEED DATA	N&D = NAIL & DISK	REF. = REFERENCE
DB = DEED BOOK	NT = NON-TANGENT	R/W = RIGHT OF WAY
DR. = DRIVE	NTS = NOT TO SCALE	SEC. = SECTION
Δ = DELTA (CENTRAL ANGLE)	OR = OFFICIAL RECORD	SR = STATE ROAD
FND. = FOUND	ORB = OFFICIAL RECORD BOOK	T = TANGENT
(F) = FIELD	PG. = PAGE	TB = TANGENT BEARING
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	PLS = PROFESSIONAL LAND SURVEYOR	TC = TANGENT TO CURVE
F.P. = FINANCIAL PROJECT	PL = PROPERTY LINE	TWP. = TOWNSHIP
	(P) = PLAT DATA	UE = UTILITY EASEMENT
	PB = PLAT BOOK	

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

Martin J Shatto Digitally signed by Martin J Shatto
Date: 2024.03.28 14:22:21 -04'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY				
UPDATE TITLE	MJS	3/28/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE NOTE 3 ABOVE
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	SECTION N/A	
						SHEET 4 OF 4	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160B
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH 89°16'12" EAST, A DISTANCE OF 327.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 179.00 FEET, A CHORD BEARING OF SOUTH 45°43'59" EAST AND A CHORD DISTANCE OF 249.88 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 01°27'59" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°32'01", A DISTANCE OF 276.59 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 536.05 FEET; THENCE SOUTH 56°33'36" WEST, A DISTANCE OF 131.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 33°34'23" EAST AND A CHORD DISTANCE OF 219.36 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°02'27" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°03'52", A DISTANCE OF 219.38 FEET TO A POINT ON THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH BOUNDARY SOUTH 67°55'13" WEST, A DISTANCE OF 68.63 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

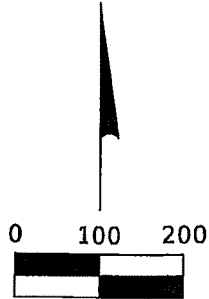
CONTAINING 5.884 ACRES, MORE OR LESS

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
REVISED LEGAL DESCRIPTION	J. J. PIERRE	02/21/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300
REVISED EASEMENT ORR 7939, PG. 169	J. J. PIERRE	10/05/2023				DATA SOURCE: SEE GENERAL NOTES, SHEET 3
ADDED R/W EASEMENTS	J. J. PIERRE	09/21/2023	DRAWN	J. J. PIERRE	07/04/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	07/17/2023	SECTION N/A SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160B

OSCEOLA COUNTY
 POLK COUNTY
 TWP. 25 S
 TWP. 26 S



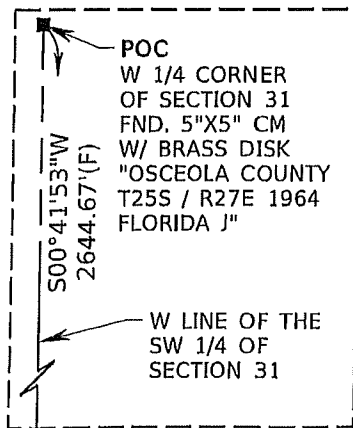
Scale: 1" = 200'

CURVE C1

$\Delta = 88^{\circ}32'01''(C)$
 $L = 276.59'(C)$
 $R = 179.00'(C)$
 $CHD. = 249.88'(C)$
 $CB = S45^{\circ}43'59''E$
 $TB = S01^{\circ}27'59''E$

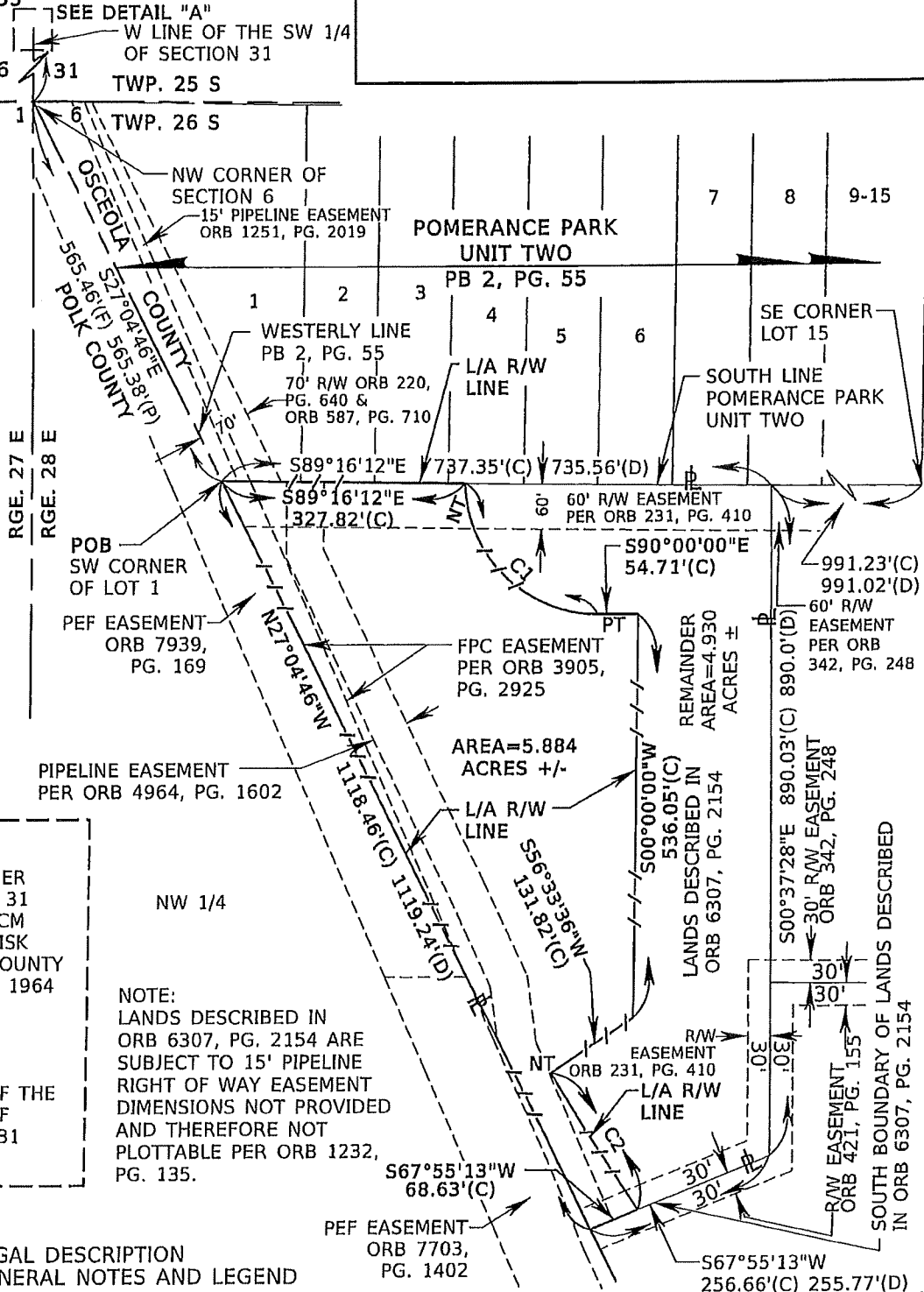
CURVE C2

$\Delta = 03^{\circ}03'52''(C)$
 $L = 219.38'(C)$
 $R = 4102.00'(C)$
 $CHD. = 219.36'(C)$
 $CB = S33^{\circ}34'23''E$
 $TB = S32^{\circ}02'27''E$



DETAIL "A"
 NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION
 SEE SHEET 3 FOR GENERAL NOTES AND LEGEND



NOTE:
 LANDS DESCRIBED IN
 ORB 6307, PG. 2154 ARE
 SUBJECT TO 15' PIPELINE
 RIGHT OF WAY EASEMENT
 DIMENSIONS NOT PROVIDED
 AND THEREFORE NOT
 PLOTTABLE PER ORB 1232,
 PG. 135.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

REVISED PARCEL CONFIGURATION	J. J. PIERRE	02/21/2024	BY	DATE	WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 3
REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023	DRAWN	J. J. PIERRE	07/14/2023	
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	CHECKED	M. SHATTO	07/17/2023	
REVISION	BY	DATE	SECTION N/A			

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160B

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-161 DATED 11/04/2020 AT 8:00 A.M., UPDATED 11/15/2022 AT 8:00 A.M., REVISED ON 5/17/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND

CHD. = CHORD DISTANCE	F.P. = FINANCIAL PROJECT	PEF = PROGRESS ENERGY FLORIDA
CB = CHORD BEARING	ID = IDENTIFICATION	PC = POINT OF CURVATURE
C = CENTERLINE	IP = IRON PIPE	PI = POINT OF INTERSECTION
(C) = CALCULATED DATA	IR = IRON ROD OR REBAR	POB = POINT OF BEGINNING
CCR = CERTIFIED CORNER RECORD	IRC = IRON ROD AND CAP	POC = POINT OF COMMENCEMENT
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY	L = LENGTH OF CURVE	P.O.T. = POINT ON TANGENT
CO. = COUNTY	LB = LICENSED BUSINESS	PT = POINT OF TANGENCY
CM = CONCRETE MONUMENT	L/A = LIMITED ACCESS	PROJ. = PROJECT
CR = COUNTY ROAD	MON. = MONUMENTATION/MONUMENT	R = RADIUS
CSX = CHESSEE SEABOARD CONSOLIDATED	NO. = NUMBER	RR = RAILROAD
D = DEGREE	N/A = NOT APPLICABLE	RGE. = RANGE
(D) = DEED DATA	NL = NAIL	REF. = REFERENCE
DB = DEED BOOK	N&D = NAIL & DISK	R/W = RIGHT OF WAY
DR. = DRIVE	NT = NON-TANGENT	SEC. = SECTION
Δ = DELTA (CENTRAL ANGLE)	NTS = NOT TO SCALE	SR = STATE ROAD
FND. = FOUND	OR = OFFICIAL RECORD	T = TANGENT
(F) = FIELD	ORB = OFFICIAL RECORD BOOK	TB = TANGENT BEARING
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	PG. = PAGE	TC = TANGENT TO CURVE
FPC = FLORIDA POWER CORPORATION	PLS = PROFESSIONAL LAND SURVEYOR	TWP. = TOWNSHIP
	R = PROPERTY LINE	UE = UTILITY EASEMENT
	(P) = PLAT DATA	
	PB = PLAT BOOK	

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

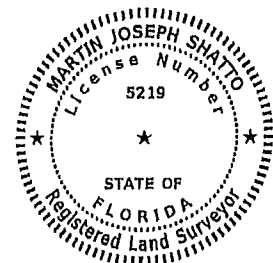
Martin J Shatto

Digitally signed by Martin J Shatto
Date: 2024.04.02 16:54:32 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY									
UPDATE TITLE	MJS	4/02/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300		DATA SOURCE: SEE NOTE 3 ABOVE	
REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023							
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	07/14/2023				
REVISION	BY	DATE	CHECKED	M. SHATTO	07/17/2023	SECTION N/A		SHEET 3 OF 3	

EXHIBIT "C"

**FORM OF SPECIAL WARRANTY DEED
FOR PROPERTY**

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: 06-26-28-0000-0070-0000
06-26-28-0000-0071-0000
06-26-28-0000-0073-0000
06-26-28-4785-0001-0040
(a portion of)

Project SR 538

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 **OPLR LLC**, a Florida limited liability company, whose address is 3670 Maguire Boulevard, Suite 220, Orlando, Florida 32803 by ("**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 **Exhibit "B"** 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”

OPLR LLC, a Florida limited liability
company

By: _____

Print Name: _____

Name: _____

Print Name: _____

Title: _____

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 OPLR 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: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 538 (POINCIANA PARKWAY - SEGMENT 2)
 PROJECT NO. 538-235
 PARCEL 53-160A
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2148 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT; THENCE CONTINUE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID POLK/OSCEOLA COUNTY LINE NORTH 67°55'13" EAST, A DISTANCE OF 68.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 36°45'45" EAST AND A CHORD DISTANCE OF 237.28 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 35°06'18" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'53", A DISTANCE OF 237.31 FEET; THENCE NORTH 67°51'54" EAST, A DISTANCE OF 144.70 FEET; THENCE SOUTH 43°04'49" EAST, A DISTANCE OF 73.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11509.19 FEET, A CHORD BEARING OF SOUTH 46°19'37" WEST AND A CHORD DISTANCE OF 284.47 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 47°02'06" WEST SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF CSX RAILROAD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'58", A DISTANCE OF 284.47 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 403.96 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

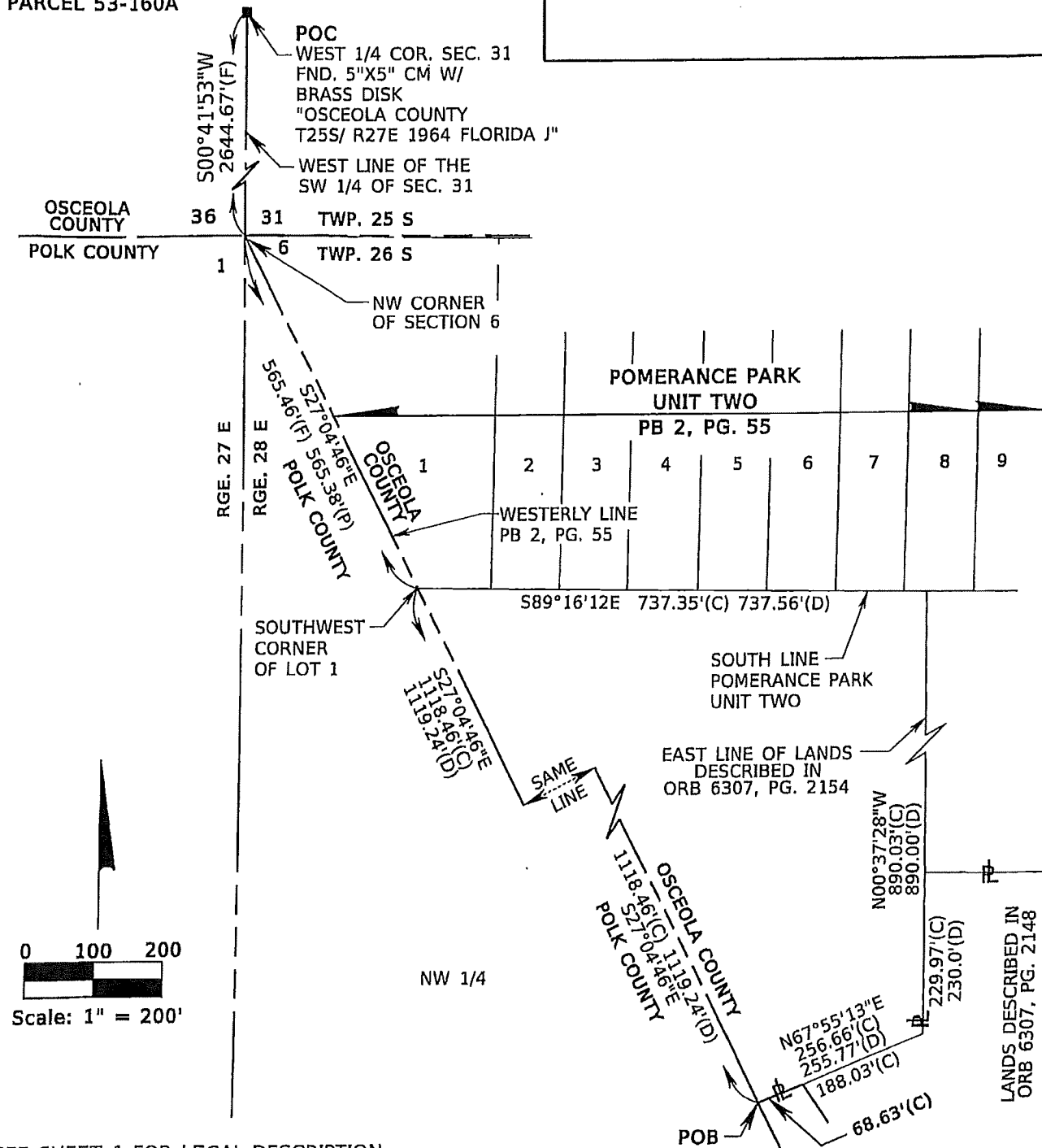
CONTAINING 1.199 ACRES, MORE OR LESS.

SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 4
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023	SECTION N/A SHEET 1 OF 4

EXHIBIT "A"

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160A**

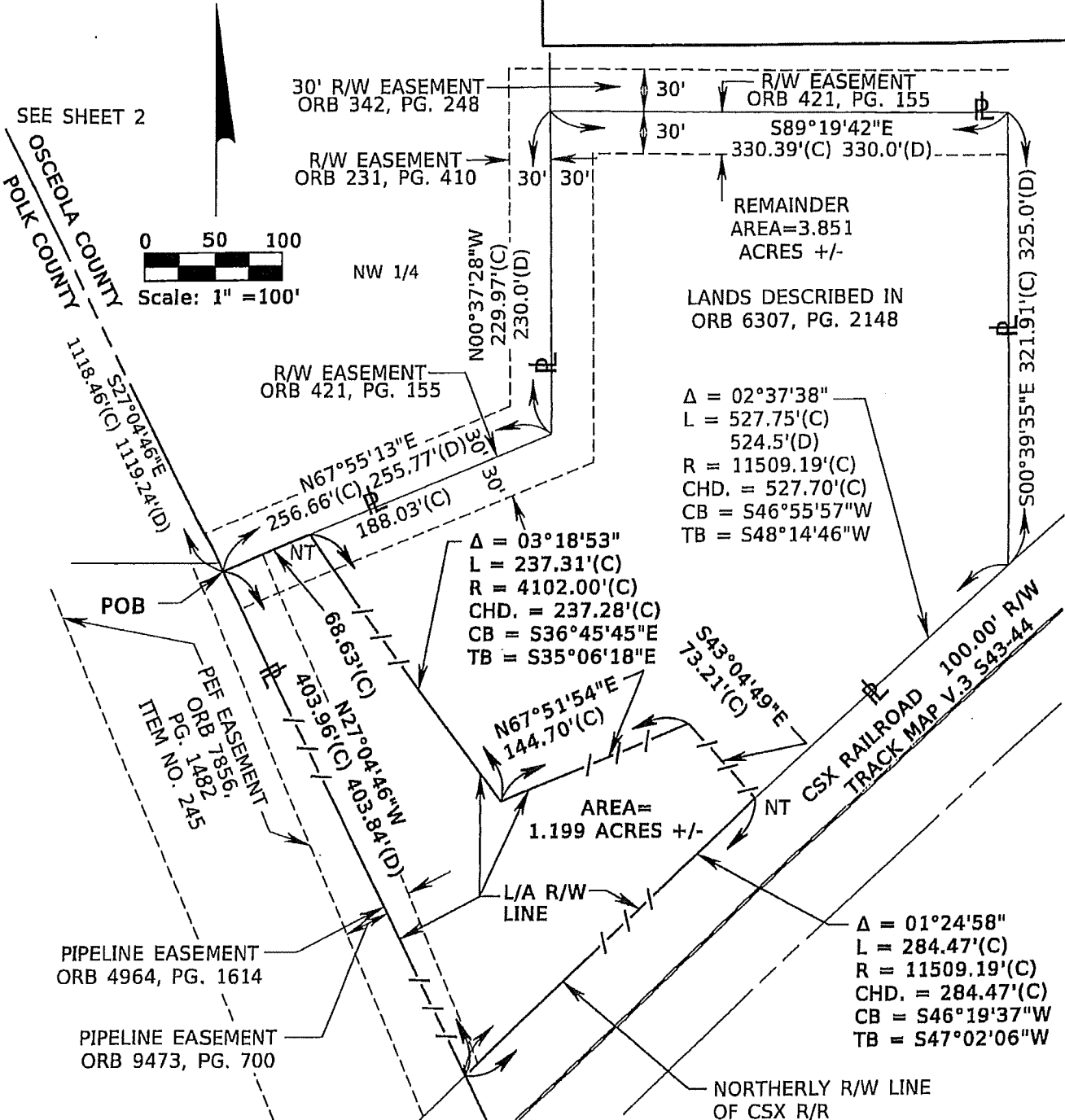


SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SEE SHEET 3

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY		
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY		
			BY	DATE	WBQ DESIGN & ENGINEERING, INC. L87963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	03/16/2023
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023
					SECTION N/A
					SHEET 2 OF 4

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160A**



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

TWP. 26 S, RGE. 28 E

CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
ADDED R/W EASEMENTS	J.J. PIERRE	08/21/2023	<div> <div>BY</div> <div>DATE</div> </div> <div> <div>WBQ DESIGN & ENGINEERING, INC.</div> <div>201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300</div> </div> <div> <div>LB7963</div> <div>DATA SOURCE:</div> </div> <div> <div>SEE GENERAL NOTES, SHEET 4</div> </div>
REVISION	BY	DATE	<div> <div>CHECKED</div> <div>M. SHATTO</div> <div>03/28/2023</div> </div> <div>SECTION N/A</div> <div>SHEET 3 OF 4</div>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160A

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING SOUTH 00°41'53" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30361-160 DATED 11/16/2022 AT 8:00 A.M., UPDATED 05/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND

CHD. = CHORD DISTANCE	ID = IDENTIFICATION	PEF = PROGRESS ENERGY FLORIDA
CB = CHORD BEARING	IP = IRON PIPE	PC = POINT OF CURVATURE
CL = CENTERLINE	IR = IRON ROD OR REBAR	PI = POINT OF INTERSECTION
(C) = CALCULATED DATA	IRC = IRON ROD AND CAP	POB = POINT OF BEGINNING
CCR = CERTIFIED CORNER RECORD	L = LENGTH OF CURVE	POC = POINT OF COMMENCEMENT
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY	LB = LICENSED BUSINESS	P.O.T. = POINT ON TANGENT
CO. = COUNTY	L/A = LIMITED ACCESS	PT = POINT OF TANGENCY
CM = CONCRETE MONUMENT	MON. = MONUMENTATION/MONUMENT	PROJ. = PROJECT
CR = COUNTY ROAD	NO. = NUMBER	R = RADIUS
CSX = CHESSIE SEABOARD CONSOLIDATED	N/A = NOT APPLICABLE	R/R = RAILROAD
D = DEGREE	NL = NAIL	RGE. = RANGE
(D) = DEED DATA	N&D = NAIL & DISK	REF. = REFERENCE
DB = DEED BOOK	NT = NON-TANGENT	R/W = RIGHT OF WAY
DR. = DRIVE	NTS = NOT TO SCALE	SEC. = SECTION
Δ = DELTA (CENTRAL ANGLE)	OR = OFFICIAL RECORD	SR = STATE ROAD
FND. = FOUND	ORB = OFFICIAL RECORD BOOK	T = TANGENT
(F) = FIELD	PG. = PAGE	TB = TANGENT BEARING
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	PLS = PROFESSIONAL LAND SURVEYOR	TC = TANGENT TO CURVE
F.P. = FINANCIAL PROJECT	P = PROPERTY LINE	TWP. = TOWNSHIP
	(P) = PLAT DATA	UE = UTILITY EASEMENT
	PB = PLAT BOOK	

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

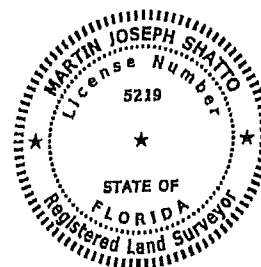
Martin J Shatto

Digitally signed by Martin J Shatto
Date: 2024.03.28 14:22:21 -04'00'

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 AND 3 FOR SKETCH OF DESCRIPTION

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY		
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY		
UPDATE TITLE	MJS	3/28/2024	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300
ADDED R/W EASEMENTS	J. J. PIERRE	08/23/2023	DRAWN	J. J. PIERRE	03/16/2023
REVISION	BY	DATE	CHECKED	M. SHATTO	03/28/2023
					DATA SOURCE: SEE NOTE 3 ABOVE
					SECTION N/A
					SHEET 4 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-160B
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST; THENCE ALONG THE POLK/OSCEOLA COUNTY LINE AND THE WESTERLY LINE OF POMERANCE PARK UNIT TWO, AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH 89°16'12" EAST, A DISTANCE OF 327.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 179.00 FEET, A CHORD BEARING OF SOUTH 45°43'59" EAST AND A CHORD DISTANCE OF 249.88 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 01°27'59" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°32'01", A DISTANCE OF 276.59 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 536.05 FEET; THENCE SOUTH 56°33'36" WEST, A DISTANCE OF 131.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4102.00 FEET, A CHORD BEARING OF SOUTH 33°34'23" EAST AND A CHORD DISTANCE OF 219.36 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°02'27" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°03'52", A DISTANCE OF 219.38 FEET TO A POINT ON THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6307, PAGE 2154 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH BOUNDARY SOUTH 67°55'13" WEST, A DISTANCE OF 68.63 FEET TO A POINT ON AFOREMENTIONED POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE NORTH 27°04'46" WEST, A DISTANCE OF 1118.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5.884 ACRES, MORE OR LESS

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY				
REVISED LEGAL DESCRIPTION	J. J. PIERRE	02/21/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 3
REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023					
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE	07/04/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	07/17/2023	SECTION N/A	SHEET 1 OF 3

OSCEOLA COUNTY
POLK COUNTY

36 31
1 6
TWP. 25 S
TWP. 26 S

CURVE C1

$\Delta = 88^{\circ}32'01''(\text{C})$
 $L = 276.59'(\text{C})$
 $R = 179.00'(\text{C})$
 $\text{CHD.} = 249.88'(\text{C})$
 $\text{CB} = \text{S}45^{\circ}43'59''\text{E}$
 $\text{TB} = \text{S}01^{\circ}27'59''\text{E}$

CURVE C2

$\Delta = 03^{\circ}03'52''(C)$
 $L = 219.38'(C)$
 $R = 4102.00'(C)$
 $CHD. = 219.36'(C)$
 $CB = S33^{\circ}34'23''E$
 $TB = S32^{\circ}02'27''E$

POC
W 1/4 CORNER
OF SECTION 31
FND. 5"X5" CM
W/ BRASS DISK
"OSCEOLA COUNTY
T25S / R27E 1964
FLORIDA J"

- W LINE OF THE
SW 1/4 OF
SECTION 31

DETAIL "A"
NOT TO SCALE

NOTE:
LANDS DESCRIBED IN
ORB 6307, PG. 2154 ARE
SUBJECT TO 15' PIPELINE
RIGHT OF WAY EASEMENT
DIMENSIONS NOT PROVIDED
AND THEREFORE NOT
PLOTTABLE PER ORB 1232,
PG. 135.

PEF EASEMENT
ORB 7703,
PG. 1402

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

REVISED PARCEL CONFIGURATION	J. J. PIERRE	02/21/2024			WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 DATA SOURCE: SEE GENERAL NOTES, SHEET 3
REVISED EASEMENT ORB 7939, PG. 169	J. J. PIERRE	10/05/2023	BY	DATE	
ADDED R/W EASEMENTS	J. J. PIERRE	08/21/2023	DRAWN	J. J. PIERRE 07/14/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO 07/17/2023	
					SECTION N/A
					SHEET 2 OF 3

EXHIBIT "D"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

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

FROM: OPLR LLC, a Florida limited liability company, the "Seller"

SUBJECT: CFX of Osceola County Parcel Identification Number

06-26-28-4785-0001-0040, 06-26-28-0000-0071-0000, 06-26-28-0000-0073-0000, and 06-26-28-0000-0070-0000, as more particularly described in Exhibit "A" attached hereto.

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>
OPLR, LLC, a Florida limited liability company	3670 Maguire Blvd. Suite 220 Orlando, FL 32803
INB, LLC, a Florida limited liability company	3670 Maguire Blvd. Suite 220 Orlando, FL 32803

(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.

WITNESSES:

Print Name: _____

Print Name: _____

“SELLER”

OPLR LLC, a Florida limited liability company

By: INB, LLC, a Florida limited liability
company, its Manager

By: _____

Print Name: _____

Title: _____

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 INB, LLC, a Florida limited liability company, as Manager of OPLR LC, a Florida limited
liability company, who is personally known to me OR produced _____
as identification.

Notary Public

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

From a point N 89° 36' 05" W, 661.02 feet, from the Southeast corner of Lot 15 Pomerance Park, Unit 2 as recorded in Plat Book 2, Page 55 of the Official Records of Osceola County, Florida, run S 00° 54' 30" E, 660.0 feet, to the Point of Beginning; run thence N 89° 36' 05" W, 330.0 feet; run thence S 00° 54' 30" E, 230.0 feet; run thence S 67° 22' 17" W, 255.77 feet, to the Osceola-Polk County Line; run thence S 27° 25' 42" E, along said County Line 403.84 feet, to the Northerly Right Way of Line of Seaboard Coastline Railroad; run thence Northeasterly along said Right of Way Line, 524.5 feet to the West Line of the SE 1/4 of NW 1/4 of Section 6, T 26 S, R 28 E; run thence N 00° 54' 30" W, 325.0 feet, to the Point of Beginning.

Parcel ID: 06-26-28-0000-0070-0000

Begin N 89°36'5" W and 991.02 feet from the Southeast corner of Lot 15, Pomerance Park Unit 2, continue on bearing 737.56 feet to county line; S 27°25'42" E on county line, 1119.24 feet; N 67°22'17" E, 255.77 feet; N 00°54'30" W, 890.00 feet to the Point of Beginning. Lying in Section 06, Township 26 South, Range 28 East in Osceola County, Florida.

Parcel ID: 06-26-28-0000-0071-0000

Beginning at a point North 89°36'05" West 661.02 feet from the Southeast corner of Lot 15 of POMERANCE PARK UNIT TWO, according to the Plat thereof recorded in Plat Book 2, Page 55, Public Records of Osceola County, Florida, said point being on the South line of said Unit Two; run North 89°36'05" West 330.0 feet; run thence South 00°54'30" East 660.0 feet; run thence South 89°36'05" East 330.0 feet; run thence North 00°54'30" West 660.0 feet to the Point of Beginning

Parcel ID: 06-26-28-0000-0073-0000

Lot 4, POMERANCE PARK UNIT 2, according to the plat thereof as recorded in Plat Book 2, Page 55, Public Records of Osceola County, Florida.

Parcel ID: 06-23-28-4785-0001-0040

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Cristina T. Berrios *CTB*
Deputy General Counsel

DATE: August 21, 2024

SUBJECT: Property Acquisition, Disposition, and Permitting Policy

CFX's Property Acquisition, Disposition and Permitting Policy adopted August 2023, governs the acquisition and disposition of properties as well as the release of limited access lines, issuance of utility permits and temporary rights of entries.

In an effort to modernize CFX's monetary thresholds for Executive Director authority, at the August 2024 Board Meeting a Revised Procurement Policy was adopted. Similarly, staff now recommends an increase in the monetary thresholds contained in the Property Acquisition, Disposition, and Permitting Policy in light of current real estate market conditions.

Attached is a briefing sheet providing a summary of the proposed changes and the proposed revised policy.

A recommendation of the Right of Way Committee for Board approval of the revised Property Acquisition, Disposition, and Permitting Policy is requested.

Briefing Sheet

for Right of Way Committee | August 28, 2024

Property Acquisition, Disposition, and Permitting Policy Revisions

A. Issue Summary

1. With the growing number of real property acquisitions CFX will soon be making, it is important that CFX finds a balance between:
 - a. Adequate oversight by the Right of Way Committee and Governing Board over property acquisitions by CFX;
 - b. The administrative burdens and timing challenges associated such oversight; and
 - c. CFX being efficient and cost-effective, while avoiding delays in the acquisition process that could lead to:
 - i. Property owners having to wait for long periods for resolutions regarding their properties; and
 - ii. CFX being unable to avail itself of opportunities present in the market, or that otherwise rely upon quick action.
2. The current delegation provision in the Property Acquisition, Disposition, and Permitting Policy limits the Executive Director's ability to, without going through the Committee and Board oversight processes, approve and execute acquisitions of real property interest under \$50,000.00 in value.
3. Such \$50,000.00 real property acquisition threshold:
 - a. Does not align with either current real estate market valuations or the delegation authorities granted to executive/management level staff by peer agencies (e.g., FDOT, the City of Orlando, or Orange County); and
 - b. Creates delays for CFX acquiring real property interests in an expeditious, cost-effective manner.

B. Proposed Solutions

1. **General Property Acquisition Threshold Increase.** An increase in the general property acquisition threshold amount delegated to the Executive Director from \$50,000.00 to \$500,000.00, so long as the total global (inclusive of fees and costs) acquisition amount does not exceed 125% of the established property value.
2. **New Post-Resolution Delegation**
 - a. Creation of a new delegation of authority to the Executive Director that only applies after Right of Way Committee review and Board adoption of a Resolution of Necessity regarding specific properties.
 - b. The rationale for such delegation is that once a Resolution of Necessity has been adopted by the Board, both the Right of Way Committee and Board have determined that such properties are necessary for a project, which indicates a willingness to pursue condemnation and the enhanced costs associated therewith.
 - c. Under this new delegation, the Executive Director may approve and execute acquisitions with total global (inclusive of fees and costs) settlement amounts up to and including \$500,000.00, regardless of the underlying appraised value of the property. This is in line

Briefing Sheet

for Right of Way Committee | August 28, 2024

Property Acquisition, Disposition, and Permitting Policy Revisions

with the authority granted to FDOT's District Right of Way Manager, with the exception that FDOT's threshold does not include fees and costs as the proposed threshold does.

C. Other Key Changes

1. Balanced Right of Way Committee and Board property acquisition oversight against increased monetary thresholds by adding a requirement that staff submits real estate transaction reports to the Right of Way Committee and Board on a no-less-than a quarterly basis.
2. Clarified delegation of authority for Executive Director and Chief of Infrastructure regarding:
 - a. Conveyances of less-than-fee simple real property interests;
 - b. Permits/licenses; and
 - c. Permit applications.
3. Clarified the authority of the Executive Director and/or General Counsel to make offers.
4. Reformatted policy into a more streamlined format intended for other policies to follow moving forward. This includes:
 - a. Numbering the various articles, divisions, and sections for ease of reference;
 - b. Adding "Title", "Authority", and "Statement of Policy" sections to comply with best practices in policy drafting;
 - c. Tidying up language; and
 - d. Moving provisions around so that they are in a more logical place in the document.

CFX CODE OF POLICIES

Chapter 13: Real Property

EFFECTIVE DATES

Art.	Title	Resolution No.	Approval Date
1	Property Acquisition, Disposition, and Permitting Policy		

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ARTICLE 1: PROPERTY ACQUISITION, DISPOSITION, AND PERMITTING POLICY

Resolution No.

Approval Date:

Division I: General Provisions

Section 13.1 Title

The provisions of this Article shall be known and cited as the “**Property Acquisition, Disposition, and Permitting Policy**”.

Section 13.2 Authority

- 13.2.1 Section 348.759, Florida Statutes, authorizes the Central Florida Expressway Authority (“**CFX**”) to acquire private or public property and property rights by gift, devise, purchase, or condemnation by eminent domain proceedings, as CFX deems necessary for any of the purposes of Chapter 348, Part III, Florida Statutes.
- 13.2.2 Section 348.754(2)(j), Florida Statutes, grants the power of eminent domain to CFX, including the procedural powers granted under both Chapters 73 and 74, Florida Statutes.
- 13.2.3 Section 348.754(2)(c), Florida Statutes, authorizes CFX to acquire, purchase, hold, lease as lessee, and use any franchise or property, real, personal, or mixed, tangible or intangible, or any interest therein necessary or desirable for carrying out CFX’s purposes and to sell, lease as lessor, transfer, and dispose of any property or interest therein at any time acquired by it.

Section 13.3 Statement of Policy

- 13.3.1 The Governing Board (“**Board**”) of CFX hereby adopts this Property Acquisition, Disposition, and Permitting Policy with the intent of providing governing policies to CFX employees, consultants, and the Right of Way Committee (“**ROW Committee**”) for purposes of acquisition, disposition, use, and management of real property interests by CFX.
- 13.3.2 This policy is intended for use when CFX is the acquiring or disposing agency, except in such circumstances where such activities by CFX are otherwise required by rule, regulation, or law to be governed otherwise.
- 13.3.3 The Executive Director and General Counsel may delegate the routine day-to-day functions and responsibilities herein delegated to them to staff or consultants, subject to oversight by the individual delegating the responsibility. Any responsibility specifically attributed to the Executive Director or the General Counsel implicitly extends to anyone that the individual delegating authority has explicitly delegated it to.
- 13.3.4 Nothing in this policy shall be construed as restricting or placing any conditions or limitations on the Board’s authority to approve any conveyance of a real property interest by or to CFX should the Board determine that such conveyance would be in the best interest of CFX.

Section 13.4 Real Property Procedures Manual

- 13.4.1 The Executive Director shall, with the assistance of the Chief of Infrastructure and General Counsel and in a manner consistent with this policy, develop, maintain, review, and, when prudent or necessary, revise the Real Property Procedures Manual, which shall be annually reviewed and approved by the Executive Director in consult with General Counsel.
- 13.4.2 Such Real Property Procedures Manual shall include, at minimum, procedures setting forth:
- (A) The guidelines staff shall use to identify, negotiate, and acquire any real property interests, as discussed in **Division II: Real Property** Acquisition of this Article below; and
 - (B) The process staff shall follow to dispose of surplus property, as discussed in **Division III: Real Property** Disposition of this Article below.

Division II: Real Property Acquisition

Section 13.5 General Acquisition Guidelines

- 13.5.1 CFX shall acquire any real property interest (e.g., fee-simple, easement, etc.) deemed to be necessary for an authorized public purpose.
- 13.5.2 It is hereby the policy of the Board that:
- (A) If acquisition of any real property interest by CFX would leave an impacted property owner with an uneconomic remnant, CFX shall consider acquisition of the entire property.
 - (B) Every property owner shall receive full, just, and adequate compensation for their property, or any real property interest acquired by CFX therein, in accordance with the laws of the State of Florida.
 - (C) CFX shall attempt to negotiate in good faith to obtain a voluntary purchase from property owners, which may include providing non-monetary consideration as compensation for the property interests acquired.

Section 13.6 Board Oversight

- 13.6.1 Unless otherwise expressly provided by the Board, the Board has sole and final responsibility for all decisions related to the acquisition of real property interests and authorization of eminent domain proceedings.
- 13.6.2 More specifically, the Board shall approve and/or authorize the following:
- (A) Approval of preferred alternative/alignment pursuant to Project Development and Environment studies;
 - (B) Approval and adoption of Resolutions of Necessity; and
 - (C) Initiation of eminent domain proceedings.

Section 13.7 Right of Way Committee Oversight

- 13.7.1 The ROW Committee, as established through its Board-approved charter, shall perform such duties as outlined in its charter and this policy.
- 13.7.2 Unless otherwise expressly provided by the Board, any acquisitions of real property interest by CFX shall be reviewed by the ROW Committee and approved by the Board prior to execution by the Executive Director.

Section 13.8 Duties and Responsibilities of Executive Director

- 13.8.1 Approvals of real property interest acquisitions by the Board will confer upon the Executive Director the authority to execute, on behalf of CFX, any documents reasonably required to effectuate such acquisitions (e.g., purchase and sale agreement, closing documents, easements, licenses, and evidence of any consents, waivers, addendums, etc.).
- 13.8.2 **Limited Delegation to Executive Director**
- (A) In addition to the settlement authority delegated in **Section 13.12: Post Resolution of Necessity Settlements** below, the Board hereby delegates to the Executive Director the authority to, without seeking review by the ROW Committee or Board approval:
- (1) Approve acquisitions of real property interests where the global amount (i.e., inclusive of all fees and costs) of the acquisition does not exceed \$500,000.00, so long as such global acquisition amount is no more than 125% of the established value of the real property interest being acquired; and
- (2) Execute, on behalf of CFX, any documents reasonably required to effectuate such acquisitions (e.g., purchase and sale agreement, closing documents, easements, licenses, and evidence of any consents, waivers, addendums, etc.).
- (B) For the purposes of this Subsection, the “established value” of a real property interest shall be determined as provided in the Real Property Procedures Manual.
- (C) Such delegated authority shall be exercised in accordance with this policy and the Real Property Procedures Manual.

Section 13.9 Duties and Responsibilities of General Counsel

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

Section 13.10 Use of Consultants

- 13.10.1 CFX may retain the services of and utilize consultants necessary to carry out the various real property acquisition services as required by the complexity and magnitude of the property

acquisition program (e.g., outside legal counsel services, land planning services, appraisal services, title services, acquisition coordinator services, etc.).

- 13.10.2 Such consultants shall provide CFX with the necessary expertise at a reasonable cost and shall be selected in accordance with the Board's most recently adopted Procurement Policy.
- 13.10.3 General Counsel may confer with the ROW Committee from time to time to determine what type of consultant services are required to accomplish right of way and real property acquisition services.

Section 13.11 Settlements and Offers

- 13.11.1 Contingent offers and/or contingent settlements of compensation in any amount may be made, approved, and executed on behalf of CFX by either the Executive Director or the designee thereof or General Counsel or the designee thereof, so long as there is joint concurrence between both such individuals regarding any such offer or settlement. Any such contingent offer or contingent settlement shall include a provision providing that such offer or settlement is contingent upon ROW Committee review and Board approval.
- 13.11.2 Offers and/or settlements made within any authority herein delegated to the Executive Director shall not require ROW Committee review or Board approval and are therefore not required to be contingent.

Section 13.12 Post Resolution of Necessity Settlements

- 13.12.1 **Limited Delegation of Authority.** Once the Board has approved and adopted a Resolution of Necessity regarding a particular property or real property interest therein, the Executive Director is hereby delegated the authority to, without seeking or requiring review by the ROW Committee or Board approval:
 - (A) Approve settlements for the acquisition of real property interests where the total global amount (i.e., inclusive of all fees and costs) of the acquisition does not exceed \$500,000.00, regardless as to the value reflected in the most current CFX-obtained appraisal.
 - (B) Execute, on behalf of CFX, any documents reasonably required to effectuate such settlements and related acquisitions (e.g., purchase and sale agreement, closing documents, easements, licenses, and evidence of any consents, waivers, addendums, etc.).
- 13.12.2 Global settlements that do not meet the criteria provided in **Subsection 13.12.1** above and any settlements that are not global in nature shall require prior ROW Committee review and Board approval, after which the Executive Director shall be authorized to execute all related documents.
- 13.12.3 Nothing in this Section shall be construed as preventing the Executive Director or their designee from bringing a settlement within the authority granted herein before the ROW Committee for review and/or the Board for approval should, using their discretion, the Executive Director or their designee, with consult of the General Counsel, determine that so-doing would be in the best interest of CFX.

Section 13.13 Real Property Acquisition Transaction Reports

- 13.13.1 The Executive Director or designee thereof shall, on a no-less-than quarterly basis and in a manner compliant with the Real Property Procedures Manual, submit a report to both the ROW Committee and Board reflecting all finalized real estate acquisition transactions.

Division III: Real Property Disposition

Section 13.14 Determination of Surplus Real Property

- 13.14.1 CFX may, from time to time, determine that certain real property is no longer needed for the operation of its facilities.
- 13.14.2 The Board may determine that any real property located outside of the current operating right of way limits of the Expressway System not currently needed to support the existing Expressway System is no longer essential for present or future construction, operation, or maintenance of the Expressway System or for essential CFX purposes and thereafter declare such real property to be surplus real property.

Section 13.15 Disposition of Surplus Real Property

- 13.15.1 CFX may dispose of surplus real property by selling it or exchanging it with private or public entities or persons in accordance with the procedures established in accordance with both CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Division IV: Other Real Property Interests

Section 13.16 Less Than Fee-Simple Interests

- 13.16.1 The Board recognizes that there will be circumstances where another person or entity seeks to acquire, grant, or reserve certain "less than fee-simple" (e.g., easements, leases, releases, etc.) real property interests in CFX's property.
- 13.16.2 The Board may periodically convey "less than fee-simple" interests in CFX-owned real property to private or public parties if such conveyances are in accordance with both CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Section 13.17 Limited Delegation of Authority

- 13.17.1 The Executive Director, or the designee thereof, is hereby delegated the authority to, without seeking or requiring review by the ROW Committee or Board approval, approve and execute conveyances and documents related to such conveyances of any such "less than fee-simple" real property interest, whether temporary or permanent in nature, to or from private or public parties so long as:
- (A) The established value, as determined in accordance with **Subsection 13.8.2(B)** above, of any such "less than fee-simple" property interest conveyed does not exceed the Informal

Procurement Threshold, as set and adjusted in accordance with the Board's most recently adopted Procurement Policy;

- (B) If a temporary property interest, the duration of such interest does not exceed one year; and
- (C) Such conveyance is in the best interest of the public in accordance with CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Division V: Permits and Licenses

Section 13.18 Access and Use Permits/Licenses

13.18.1 Permits/Licenses Issued by CFX

- (A) The Board recognizes that there will be circumstances where another person or entity seeks to access, enter, or otherwise be present on or maintain a permitted presence on real property owned by CFX with permission but without obtaining a real property interest in such CFX-owned property.
- (B) **Delegation of Authority**
 - (1) The Executive Director and the Chief of Infrastructure are hereby each individually delegated the authority to, without seeking or requiring review by the ROW Committee or Board approval, approve and execute permits, licenses, and other related documents granting public or private persons or entities permission to use, access, enter, or otherwise be present on or maintain a presence on CFX-owned property. Such delegation of authority includes without limitation the approval and execution of temporary rights of entry and utility permits.
 - (2) The Executive Director and the Chief of Infrastructure may each delegate the authority granted to them in this Section to a designee, subject to oversight by the individual delegating such authority.

13.18.2 Permits/Licenses Issued to CFX

- (A) The Board recognizes that there will be circumstances where CFX will need to access, enter, or otherwise be present on or maintain a presence on real property owned by another person or entity with permission and without obtaining a real property interest in such real property.
- (B) **Limited Delegation of Authority**
 - (1) The Executive Director and the Chief of Infrastructure are hereby each individually delegated the authority to, without seeking or requiring review by the ROW Committee or Board approval, approve and execute applications, permits, licenses, agreements, and related documents required to access, enter, or otherwise be present or maintain a presence on real property owned by another person or entity so long as the total cost associated with such application, permit, license, and/or agreement does not exceed the Informal Procurement Threshold, as set and adjusted in accordance with the Board's most recently adopted Procurement Policy.

- (2) The Executive Director and the Chief of Infrastructure may each delegate the authority granted to them in this Section to a designee, subject to oversight by the individual delegating such authority.

Section 13.19 Regulatory Permits

13.19.1 The Board recognizes that there will be circumstances where CFX will need permission from a regulatory agency (e.g., the Army Corps of Engineers, the Environmental Protection Agency, the Florida Department of Environmental Protection, applicable water management districts, etc.) to complete a certain task, objective, or project.

13.19.2 Limited Delegation of Authority

- (A) The Executive Director and the Chief of Infrastructure are hereby each individually delegated the authority to, without seeking or requiring review by the ROW Committee or Board approval, approve and execute applications and related documents required to request and obtain any such permissions or permits required by any applicable regulatory authority, regardless of the cost associated with such application and/or related documents.
- (B) The Executive Director and the Chief of Infrastructure may each delegate the authority granted to them in this Section to a designee, subject to oversight by the individual delegating such authority.