

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
RIGHT OF WAY COMMITTEE MEETING
February 26, 2025
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 NOVEMBER 19, 2024 RIGHT OF WAY COMMITTEE MEETING MINUTES (action item)

D. AGENDA ITEM

- 1. RIGHT OF WAY ACQUISITION AGREEMENT BETWEEN MARIO CHIUCCARIELLO, TRUSTEE OF CHARLOTTE REALTY TRUST, U/D/T DATED JAN. 17, 2024 AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROJECT NUMBER: SR 538-238 POINCIANA PARKWAY EXTENSION
PARCEL 53-218 A, B, C & D**

Richard Milian, Partner, Nelson Mullins Riley and Scarborough, LLP (action item)

- 2. RESOLUTION DECLARING PROPERTY AS SURPLUS PROPERTY AVAILABLE FOR SALE
PROJECT: SR 408, PROJECT 2.1
PARCEL NUMBERS: 312-1 AND 312-2**

Angela J. Wallace, General Counsel (action item)

E. OTHER BUSINESS

F. ADJOURNMENT

(CONTINUED ON PAGE 2)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

This meeting is open to the public.

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

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

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

C.

**Approval
of
Minutes**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY Right of Way Committee Meeting November 19, 2024

Committee Members Present:

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

Committee Member Not Present:

Paul Satchfield, Osceola County Representative

CFX Staff Present:

Michelle Maikisch, Executive Director
Glenn Pressimone, Chief of Infrastructure
Angela J. Wallace, General Counsel
Mimi Lamaute, Recording Secretary/Manager of Executive and Board Services

A. CALL TO ORDER

The meeting was called to order at 2:02 p.m. by Chairman Botts.

B. PUBLIC COMMENT

There was no public comment.

C. APPROVAL OF AUGUST 28, 2024 RIGHT OF WAY COMMITTEE MEETING MINUTES

A motion was made by Mr. Denninghoff and seconded by Ms. Geraci-Carver to approve the August 28, 2024 Right of Way Committee meeting minutes. The motion carried unanimously with all seven (7) Committee members present voting AYE by voice vote. Mr. Satchfield was not present.

D. AGENDA ITEMS

D.1. RIGHT OF WAY ACQUISITION AGREEMENT BETWEEN CFX AND ARNOLD GROVES & RANCH LTD (PARCEL 51-112 SR 516 LAKE/ORANGE EXPRESSWAY PROJECT)

Mr. Jay Small with Dinsmore explained that the SR 516 Lake/Orange Connector project design requires CFX to acquire a 4.57-acre property located within a 42-acre portion of a 1,750-acre parent tract in Lake County. This tract, owned by Arnold Groves & Ranch, LTD (AGR), is planned for a mixed-use residential development. The agreed purchase price for the property is \$738,600.00, inclusive of attorney's fees and expert costs, as outlined in the Right-of-Way Acquisition Agreement.

The agreement specifies a closing date of December 27, 2024, extendable pending AGR's resolution of any non-waived survey or title deficiencies. A Contamination Screening Evaluation Report by Universal Engineering Services found no concerns, and AGR has taken steps to clear title in anticipation of selling the parent tract to GT Homes.

Acquisition of the property aligns with appraised values and avoids litigation costs.

The Committee Members asked questions which were answered by Mr. Smalls, Ms. Wallace and Mr. Pressimone.

A motion was made by Mr. Newton and seconded by Ms. Geraci-Carver for recommendation of Board approval of the Agreement and authorization for the Executive Director or designee to execute all necessary documents, subject to legal counsel's final approval. The motion carried unanimously with all seven (7) Committee members present voting AYE by voice vote. Mr. Satchfield was not present.

E. OTHER BUSINESS

Chairman Botts announced that this meeting would be her last, as she is retiring from the City of Orlando. Her alternate, Ms. Laura Carroll, will now serve as the Right of Way Committee Member. Per the Right of Way Committee Charter, the Chairman's role is assigned to the City of Orlando starting in September. Accordingly, Ms. Carroll will assume the position of Chairman at the next scheduled meeting.

Ms. Maikisch expressed gratitude to Ms. Botts for her dedicated service to CFX and the community, recognizing her as a longstanding and original member of the committee.

F. ADJOURNMENT

Chairman Botts adjourned the meeting at 2:39 p.m.

Minutes approved on _____, 2025.

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.


D.1.

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Orlando, FL 32801
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nelsonmullins.com

MEMORANDUM

TO: CFX Right of Way Committee Members

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

DATE: February 17, 2025

SUBJECT: Right-of-Way Acquisition for Mario Chiuccariello, Trustee of Charlotte Realty Trust, u/d/t dated Jan. 17, 2024
Project: Poinciana Parkway Extension Project, State Road 538
Parcel No: 53-218 A, B, C & D

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 Polk County owned by Mario Chiuccariello, Trustee of Charlotte Realty Trust, u/d/t dated Jan. 17, 2024 ("Seller"). While a survey of the parent tract has not been prepared for CFX, Seller's Overall Property consists of Polk County Parcel Identification Numbers 28-26-06-000000-033050, 27-26-01-000000-011050 and 28-26-06-000000-033020 which comprises approximately 8.46 gross acres. The acquisition of Parcel 53-218 Parts A, B, C & D represent a full fee taking of the Seller's Overall Property.

Based on the appraisal reports prepared by Pinel & Carpenter, Inc, on behalf of CFX, Parcel 53-218 Parts A & B consist of several older agricultural improvements with a combined appraised valuation of Seven Hundred Fifty-Six Thousand Six Hundred Twenty and No/100 U.S. Dollars (\$756,620.00) with a Date of Valuation as of January 22, 2024. Parcel 53-218 Parts C & D, previously known as Parcel 53-235 A & B, is vacant land with a combined appraised valuation of Two Hundred Seventy-Six Thousand Two Hundred Ten and No/100 U.S. Dollars (\$276,210.00) with a Date of Valuation as of December 8, 2023. The aforesaid acquisitions together represent a full fee taking for Parcel 53-218 Parts A, B, C & D with a combined valuation of One Million Thirty-Two Thousand Eight Hundred Thirty and No/100 U.S. Dollars (\$1,032,830.00). The Right-

of-Way Agent, Patrick Murphy, on behalf of CFX, negotiated with the Seller for a purchase of Seller's Overall Property for a total purchase price in the amount of One Million Two Hundred Thousand and No/100 U.S. Dollars (\$1,200,000.00), which represents an approximately 16.19% increase from the appraised value. Thus, CFX's total costs of the Property would be One Million Two Hundred Thousand and No/100 U.S. Dollars (\$1,200,000.00) plus title insurance related premium and costs, and other fees and costs related to the closing contemplated herein.

The Purchase Price under the Agreement is consistent with the valuations of the Property as determined by CFX's appraiser, Walter N. Carpenter, Jr. of Pinel & Carpenter, Inc, and its review appraiser, Harry Collison, Jr. of The Real Estate Consortium. In addition, the acquisition of the Seller's Overall Property via a negotiated purchase agreement is in the best interest of CFX as it avoids litigation and unnecessary fees and costs.

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

EXHIBIT “A”

DESCRIPTION AND DEPICTION OF THE PROPERTY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART A

A PORTION OF LOT 14, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 5820, PAGE 898, AND OFFICIAL RECORDS BOOK 6457, PAGE 36, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE SOUTH 89°17'43" EAST, A DISTANCE OF 256.40 FEET TO THE SOUTHWEST CORNER OF POMERANCE PARK UNIT TWO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 740.64 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 89°43'12" WEST, A DISTANCE OF 460.03 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 220.29 FEET TO A POINT ON AFOREMENTIONED WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 484.37 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 6.147 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 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
			DRAWN	R. REBELLO	02/28/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 1 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART B

A PORTION OF LOT 14, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 5820, PAGE 898, AND OFFICIAL RECORDS BOOK 6457, PAGE 36, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET; THENCE CONTINUE ALONG SAID WEST LINE SOUTH 00°07'07" WEST, A DISTANCE OF 484.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 36°58'40" EAST, A DISTANCE OF 220.29 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID DESCRIBED LANDS; THENCE ALONG SAID SOUTHWEST LINE NORTH 89°43'12" WEST, A DISTANCE OF 132.14 FEET TO A POINT ON AFOREMENTIONED WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 175.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 11585 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 6.412 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
			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 4
			DRAWN	R. REBELLO	02/28/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 2 OF 4

			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
			DRAWN	R. REBELLO	02/28/2023	DATA SOURCE: SEE GENERAL NOTES, SHEET 4
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A
						SHEET 3 OF 4

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218**

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-218 DATED 12/01/2020 AT 8:00 A.M.

LEGEND

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

DATE: 07/06/2023

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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



			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY		
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY		
	BY	DATE	WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300		DATA SOURCE: SEE NOTE 3 ABOVE
	DRAWN	R. REBELLO	02/28/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023
			SECTION N/A		SHEET 4 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218C
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PORTION OF LOT 13 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL II IN OFFICIAL RECORDS BOOK 12995, PAGE 765, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET TO A POINT ON THE WESTERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE NORTH 11°25'29" WEST, A DISTANCE OF 510.07 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG SAID NORTH AND SOUTH LINES AND SAID COUNTY LINE NORTH 89°47'42" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

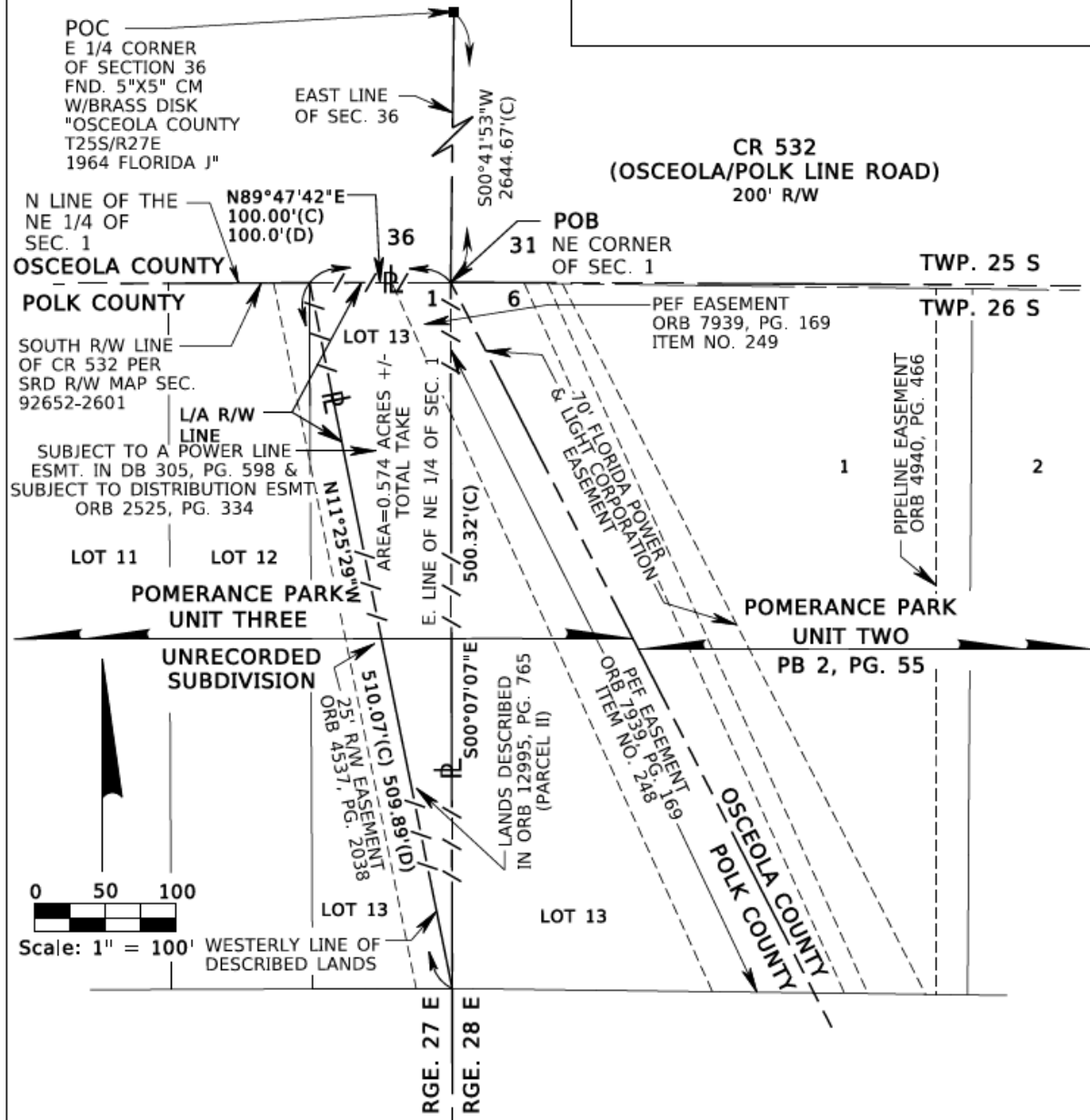
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.574 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
REVISED LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/26/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300
RENAME 53-235A TO 53-218C	D.WILLIAMS	07/26/2024				DATA SOURCE: SEE GENERAL NOTES, SHEET 3
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024	DRAWN	J. J PIERRE	03/03/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 1 OF 3

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218C**



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

TWP. 26 S

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
REVISED LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/26/2024	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
RENAME 53-235A TO 53-218C	D.WILLIAMS	07/26/2024	DRAWN	J. J PIERRE	03/03/2023	
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024	CHECKED	M. SHATTO	03/08/2023	
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 53-218C

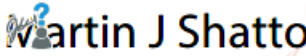
GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST AND THE POLK/OSCEOLA COUNTY LINE, BEING SOUTH 89°47'42" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-235 DATED 11/22/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M., UPDATED 3/11/2024 AT 8:00 A.M. AND FILE NO. 30362-235A DATED 3/11/2024 AT 8:00 A.M., UPDATED 7/25/2024.

LEGEND

CHD. = CHORD DISTANCE	ID = IDENTIFICATION	PC = POINT OF CURVATURE
CB = CHORD BEARING	IP = IRON PIPE	PEF = PROGRESS ENERGY FLORIDA
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
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DR. = DRIVE	OR = OFFICIAL RECORD	SR = STATE ROAD DEPARTMENT
ESMT. = EASEMENT	ORB = OFFICIAL RECORD BOOK	T = TANGENT
Δ = DELTA (CENTRAL ANGLE)	PG. = PAGE	TB = TANGENT BEARING
FND. = FOUND	PLS = PROFESSIONAL LAND SURVEYOR	TC = TANGENT TO CURVE
(F) = FIELD DATA	PL = PROPERTY LINE	TWP. = TOWNSHIP
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	(P) = PLAT DATA	UE = UTILITY EASEMENT
	PB = PLAT BOOK	

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

 Digitally signed by Martin J Shatto
Date: 2024.07.30 12:25:31 -04'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 7/26/2024.



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	D.WILLIAMS	07/26/2024		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		
RENAME 53-235A TO 53-218C	D.WILLIAMS	07/26/2024							
UPDATE TITLE	MJS	4/03/2024	DRAWN	J. J PIERRE	03/03/2023				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023			SECTION N/A	SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218D
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PORTION OF LOT 13 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL II IN OFFICIAL RECORDS BOOK 12995, PAGE 765, OF SAID PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, AND THE POINT OF BEGINNING; SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE OSCEOLA/POLK COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF POMERANCE PARK UNIT TWO AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 NORTH 89°17'43" WEST, A DISTANCE OF 256.40 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 500.32 FEET TO THE POINT OF BEGINNING.

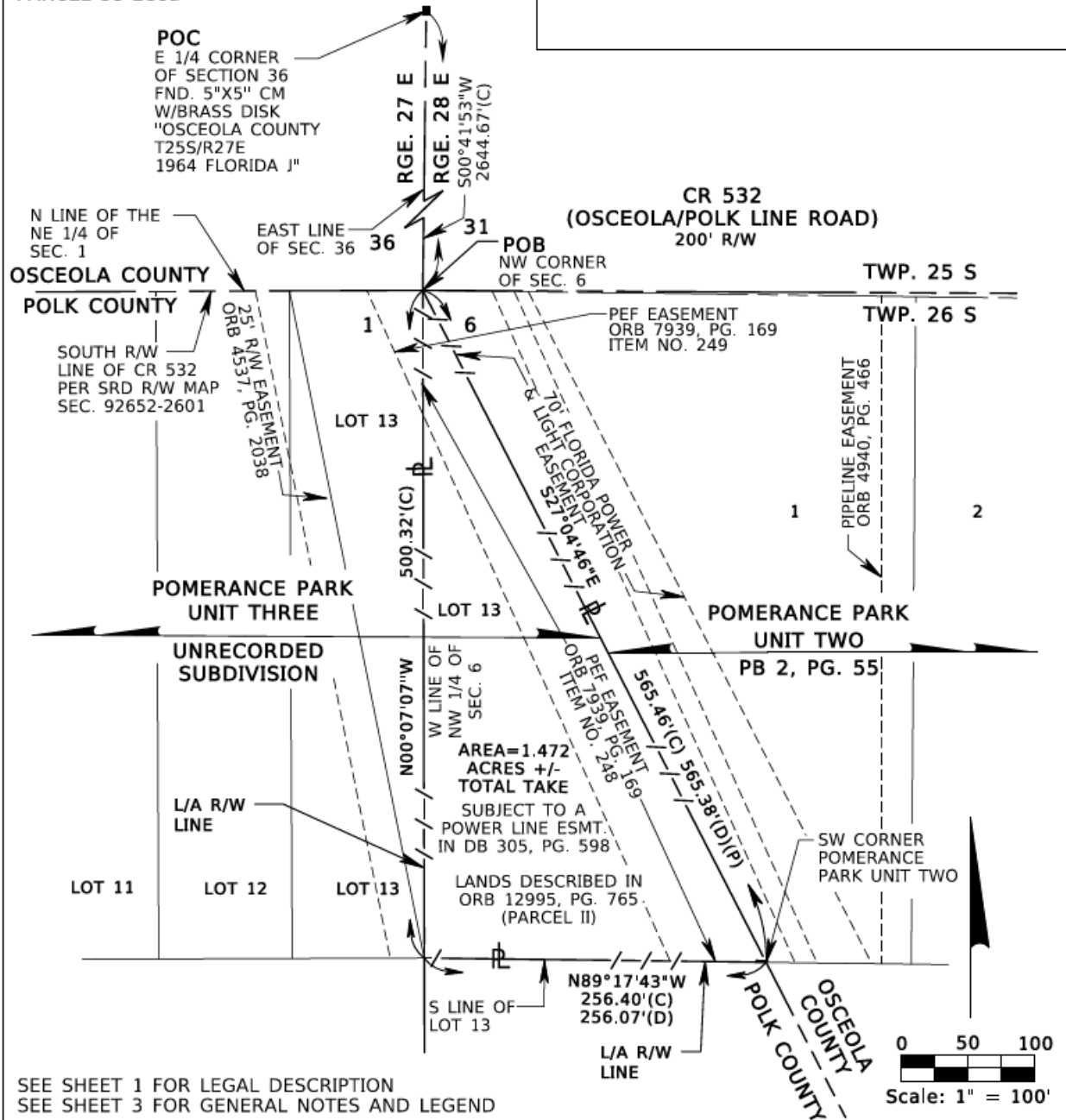
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.472 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
REVISED LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/26/2024	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
RENAME 53-235B TO 53-218D	D.WILLIAMS	07/26/2024	DRAWN	J. J PIERRE 03/06/2023		
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024	CHECKED	M. SHATTO 03/14/2023	SECTION N/A	SHEET 1 OF 3
REVISION	BY	DATE				

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218D**



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 LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/26/2024	BY	DATE	WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300
RENAME 53-235B TO 53-218D	D.WILLIAMS	07/26/2024	DRAWN	J. J PIERRE 03/06/2023	DATA SOURCE: SEE GENERAL NOTES, SHEET 3
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024	CHECKED	M. SHATTO 03/14/2023	SECTION N/A
REVISION	BY	DATE			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218D

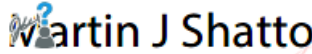
GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 00°07'07" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-236 DATED 11/22/2020 AT 8:00 A.M., REVISED 7/23/2024, DATED 3/01/2023 AT 8:00 A.M., REVISED 7/23/2024, DATED 3/11/2024 AT 8:00 A.M., REVISED 7/23/2024 AND FILE NO. 30362-235B DATED 7/11/2024 AT 8:00 A.M., REVISED 7/23/2024.

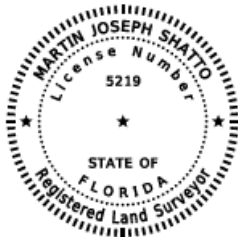
LEGEND

CHD. = CHORD DISTANCE	ID = IDENTIFICATION	PC = POINT OF CURVATURE
CB = CHORD BEARING	IP = IRON PIPE	PEF = PROGRESS ENERGY FLORIDA
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
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 Digitally signed by Martin J Shatto
Date: 2024.07.30 12:26:36 -04'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 7/26/2024.



SEE SHEET 1 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	D.WILLIAMS	07/26/2024	BY	DATE	WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE NOTE 3 ABOVE
RENAME 53-235B TO 53-218D	D.WILLIAMS	07/26/2024	DRAWN	J. J PIERRE	03/06/2023	
UPDATE TITLE	MJS	4/02/2024	CHECKED	M. SHATTO	03/14/2023	
REVISION	BY	DATE			SECTION N/A	SHEET 3 OF 3

EXHIBIT “B”

DEPICTION OF SELLER’S OVERALL PROPERTY

PARCEL NO. 53-218
IMPROVED AGRICULTURAL
SOUTH OF OSCEOLA POLK LINE RD., W OF U.S. HIGHWAY 17-92
UNINCORPORATED POLK COUNTY, FLORIDA 33896

AERIAL PHOTOGRAPH



Approximate Representation
Source: Polk County Property Appraiser

AERIAL PHOTOGRAPH

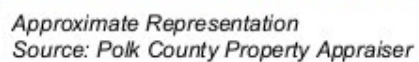


EXHIBIT “C”

RIGHT-OF-WAY ACQUISITION AGREEMENT

RIGHT-OF-WAY ACQUISITION AGREEMENT
(Parcel 53-218)

THIS RIGHT-OF-WAY ACQUISITION AGREEMENT (“Agreement”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **Mario Chiuccariello, Trustee of Charlotte Realty Trust, u/d/t dated Jan. 17, 2024**, whose address is 38 Church Street, Winchester, Massachusetts, 01890 (“**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 Polk County, Florida, Polk County Parcel Identification Number 28-26-06-000000-033050, 27-26-01-000000-011050 and 28-26-06-000000-033020, which comprises approximately 8.46 gross acres, 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 8.46 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 Two Hundred Thousand and No/100 U.S. Dollars (\$1,200,000.00), subject to appropriate credits, adjustments and prorations as hereinbelow provided, for the Property.

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 sixty (60) 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 thirty (30) days after the expiration of the Inspection Period, unless extended in writing by mutual approval of the Parties, 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. If the Closing occurs between January 1st and November 1st of any tax year, 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"). 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. 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 trust, valid and existing under the laws of the Commonwealth of Massachusetts and is in full force and effect. The trust has not been amended, revoked, modified, or supplemented in any manner that would cause the representations in this Agreement to be incorrect or inaccurate in anyway, nor has trustee taken any action or aware of any action that has been taken that would affect the truth and accuracy of any of the representation and warranties contained in the Agreement. The Trustee under the trust is the lawful and current acting Trustee under the trust, has not been superseded, removed or replaced or its powers revoked or reduced and has the power to unilaterally bind the trust, perform the obligations under this Agreement and to convey the Property.

(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 Mario Chiuccariello, and no others without duty of inquiry or investigation whatsoever. CFX acknowledges that Mario Chiuccariello is named above solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from Mario Chiuccariello.

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

Copy to: Nelson Mullins Riley & Scarborough LLP
Attn: Richard Milian, Esq.
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Email: richard.milian@nelsonmullins.com

Seller: Charlotte Realty Trust, u/d/t dated Jan. 17, 2024
c/o Mario Chiuccariello
38 Church Street
Winchester, Massachusetts, 01890
Email: mariochiuc5@gmail.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 the County where the Property is located; 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. The Deed shall include language evidencing this release. 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 Deed shall include language evidencing this waiver and release.

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:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

“SELLER”

Charlotte Realty Trust, u/d/t dated Jan. 17, 2024

By: _____
Mario Chiuccariello, Trustee

Date: _____

[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
Manager of Board Services

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ____ day of _____,
202__ for its exclusive use and reliance.

Nelson Mullins Riley & Scarborough

By:_____
Richard N. Milian, Esq.

EXHIBIT “A”

LEGAL DESCRIPTION OF SELLER’S OVERALL PROPERTY



INSTR # 2024026792
BK 12995 Pgs 765-767 PG(s)3
RECORDED 02/02/2024 03:19:53 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC #534.80
RECORDING FEES \$27.00
RECORDED BY abiszamb

Return to/Prepared By:
Mario Chiuccariello
38 Church Street
Winchester, MA 01890

Parcel ID No.: 062628 000000 033050

WARRANTY DEED

This Warranty Deed, made this 17th day of January 2024,

by **Mario Chiuccariello and Carmine Chiuccariello, individually** and as **Trustees of the GMC Broadway Realty Trust**, dated Feb. 13, 1996, whose address is 38 Church Street, Winchester, MA 01890, hereinafter called the "GRANTOR",

to **Mario Chiuccariello, Trustee of Charlotte Realty Trust**, u/d/t dated Jan. 17, 2024, whose address is 38 Church Street, Winchester, MA 01890, hereinafter called the "GRANTEE",

WITNESSETH: That said Grantor, for and in consideration of the sum of \$10.00, and other valuable consideration, receipt of which is hereby acknowledged, hereby grants unto the Grantee all that certain land situate in Polk County, Florida, viz:

Parcel I: From the NW corner of Section 6, Township 26 South, Range 28 East, Polk County, Florida, run South 00°30'04" East along the West line of said Section 6, 500.06 feet, to the Point of Beginning: Continue South 00°30'04" East, 659.94 feet; run thence South 89°36'05" East, parallel to the North line of said Section 6, 594.01 feet, to the Polk-Osceola County Line; run thence North 27°25'42" West, along said County Line, 746.14 feet; run thence North 89°36'05" West 256.07 feet to the Point of Beginning. Subject to the Right of Way over the North 60.0 feet and the West 30.0 feet thereof; also subject to Florida Power Corporation Easements over the Easterly 75.0 feet thereof. Also known as Lot 14, Unit 3, of POMERANCE PARK, an unrecorded subdivision.

Parcel II: Beginning at the Northeast corner of Section 1,

Township 26 South, Range 27 East, Polk County, Florida, run South 89°27'13" West, along the North line of said Section 1, 100.0 feet; run thence South 11°48'41" East, 509.89 feet; run thence South 89°36'05" East, parallel to the North Line of Section 6, Township 26 South, Range 28 East, Polk County, Florida, 256.07 feet to the Polk-Osceola County Line; run thence North 27°25'42" West, along said County line, 565.38 feet to the Point of Beginning. Subject to the Florida Power Corporation Easement over the Easterly 40.0 feet thereof.

This property is not the homestead of the Grantors.

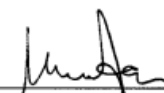
Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

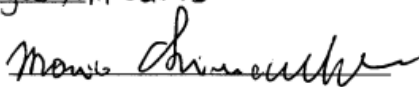
See Death Certificate of Gennaro Donisi (a Trustee) recorded herewith.

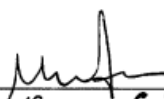
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed Sealed and delivered in our Presence:

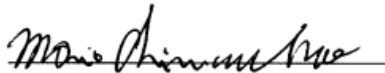
WITNESS SIGNATURE: 
32 Overlea Ave, Saugus MA 02906 Gabriel Jose Gomes De Aguiar

PRINTED NAME:
Mario Chiuccariello



WITNESS SIGNATURE: 
32 Overlea Ave, Saugus MA 02906 Gabriel Jose Gomes De Aguiar

PRINTED NAME:
Mario Chiuccariello, Trustee



WITNESS SIGNATURE: [Signature]
32 Overlea Ave, MA 01906 Marcia H. Olizeira De Aguiar

PRINTED NAME: Carmine Chiuccariello
Carmine Chiuccariello

WITNESS SIGNATURE: [Signature]
32 Overlea Ave, Saugus, MA 01906 Marcia H. Olizeira De Aguiar

PRINTED NAME: Carmine Chiuccariello
Carmine Chiuccariello, Trustee

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY

The foregoing instrument was acknowledged before me this
17th day of January 2024 by Mario Chiuccariello and
Carmine Chiuccariello, individually and as Trustees of the GMC
Broadway Realty Trust, who are known to me or who have
produced driver's licenses.

[Signature]
Notary Public

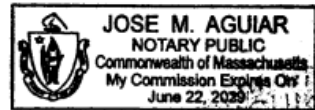


EXHIBIT “B”

DEPICTION AND LEGAL DESCRIPTION OF PROPERTY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART A

A PORTION OF LOT 14, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 5820, PAGE 898, AND OFFICIAL RECORDS BOOK 6457, PAGE 36, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE SOUTH 89°17'43" EAST, A DISTANCE OF 256.40 FEET TO THE SOUTHWEST CORNER OF POMERANCE PARK UNIT TWO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 740.64 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 89°43'12" WEST, A DISTANCE OF 460.03 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 220.29 FEET TO A POINT ON AFOREMENTIONED WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 484.37 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 6.147 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
			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 4
			DRAWN	R. REBELLO	02/28/2023	
			CHECKED	M. SHATTO	03/08/2023	
REVISION	BY	DATE	SECTION N/A			
			SHEET 1 OF 4			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART B

A PORTION OF LOT 14, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 5820, PAGE 898, AND OFFICIAL RECORDS BOOK 6457, PAGE 36, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET; THENCE CONTINUE ALONG SAID WEST LINE SOUTH 00°07'07" WEST, A DISTANCE OF 484.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 36°58'40" EAST, A DISTANCE OF 220.29 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID DESCRIBED LANDS; THENCE ALONG SAID SOUTHW LINE NORTH 89°43'12" WEST, A DISTANCE OF 132.14 FEET TO A POINT ON AFOREMENTIONED WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 175.34 FEET TO THE POINT OF BEGINNING.

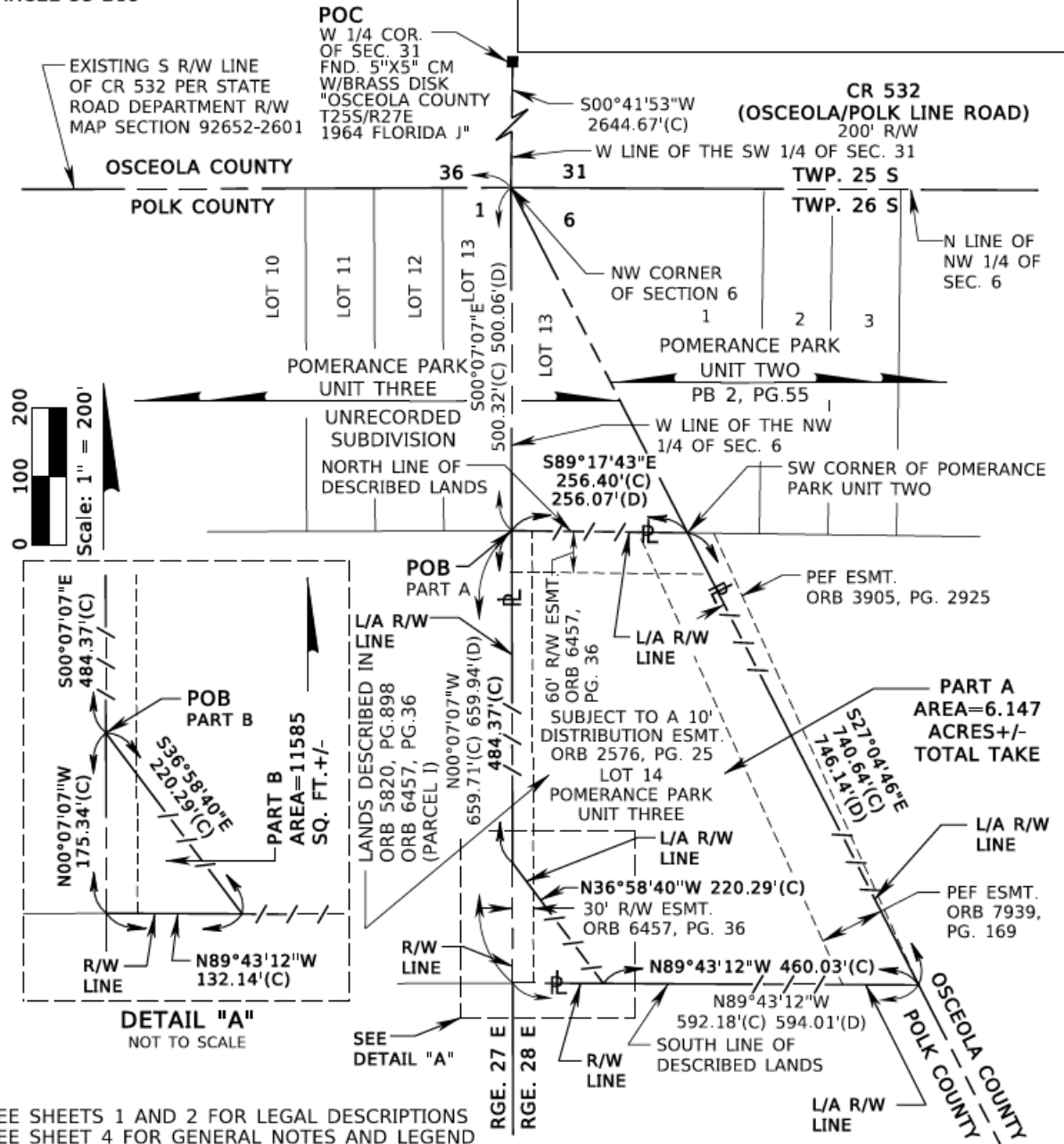
CONTAINING 11585 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 6.412 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 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
			DRAWN	R. REBELLO	02/28/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 2 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
	BY	DATE	WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300
	DRAWN	R. REBELLO 02/28/2023	DATA SOURCE: SEE GENERAL NOTES, SHEET 4
REVISION	BY	DATE	CHECKED M. SHATTO 03/08/2023
			SECTION N/A SHEET 3 OF 4

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218**

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-218 DATED 12/01/2020 AT 8:00 A.M.

LEGEND

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

DATE: 07/06/2023

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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



			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
		BY	DATE	WBO DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE NOTE 3 ABOVE	
		DRAWN	R. REBELLO	02/28/2023		
		CHECKED	M. SHATTO	03/08/2023	SECTION N/A	SHEET 4 OF 4
REVISION	BY	DATE				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218C
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PORTION OF LOT 13 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL II IN OFFICIAL RECORDS BOOK 12995, PAGE 765, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET TO A POINT ON THE WESTERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE NORTH 11°25'29" WEST, A DISTANCE OF 510.07 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG SAID NORTH AND SOUTH LINES AND SAID COUNTY LINE NORTH 89°47'42" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

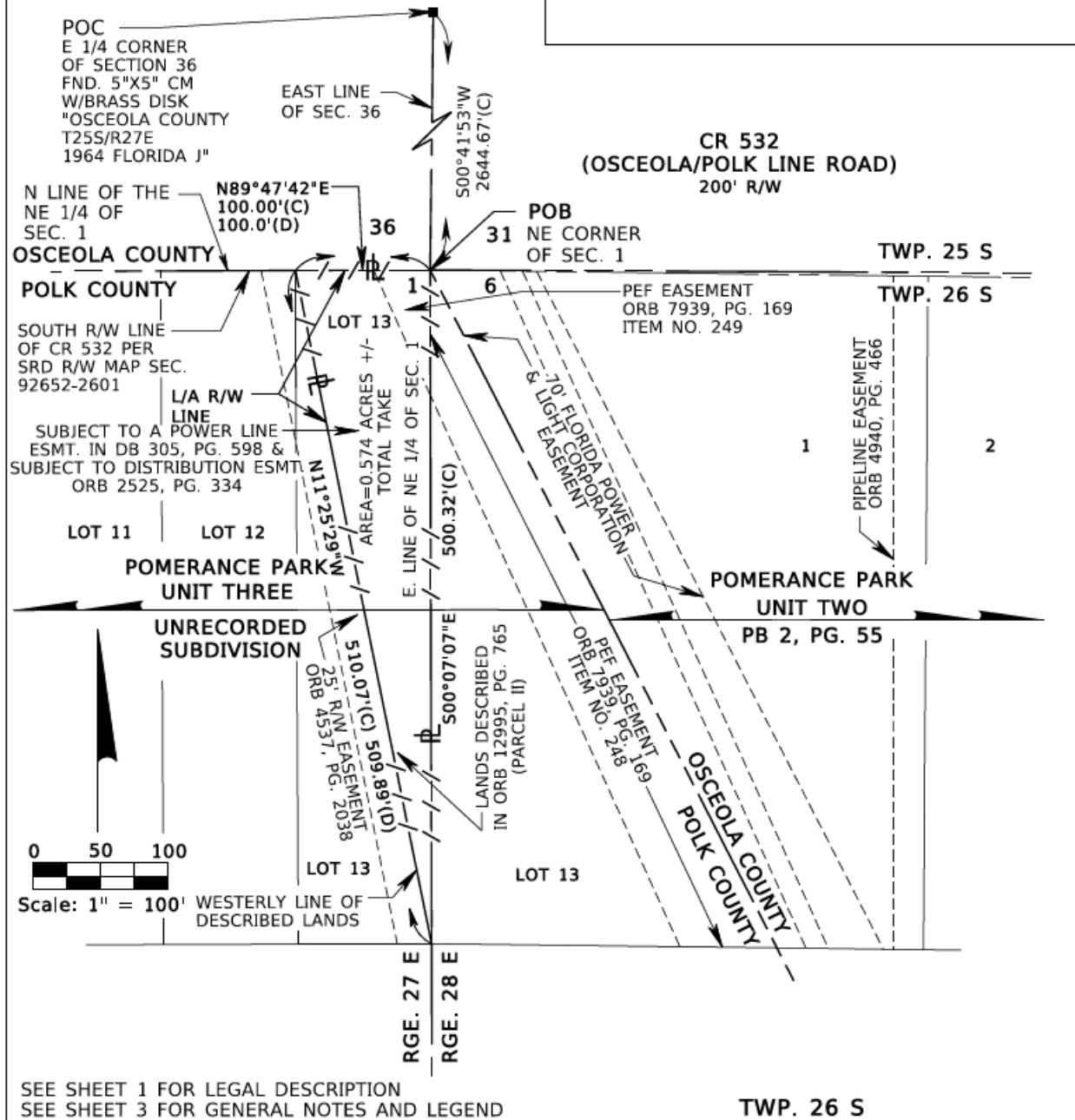
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.574 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
REVISED LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/26/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300
RENAME 53-235A TO 53-218C	D.WILLIAMS	07/26/2024				DATA SOURCE: SEE GENERAL NOTES, SHEET 3
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024	DRAWN	J. J PIERRE	03/03/2023	
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A SHEET 1 OF 3

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218C**



			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
REVISED LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/26/2024	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
RENAME 53-235A TO 53-218C	D.WILLIAMS	07/26/2024	DRAWN	J. J PIERRE	03/03/2023	
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024	CHECKED	M. SHATTO	03/08/2023	
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 53-218D
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE**

LEGAL DESCRIPTION

A PORTION OF LOT 13 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL II IN OFFICIAL RECORDS BOOK 12995, PAGE 765, OF SAID PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, AND THE POINT OF BEGINNING; SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE OSCEOLA/POLK COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF POMERANCE PARK UNIT TWO AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 NORTH 89°17'43" WEST, A DISTANCE OF 256.40 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 500.32 FEET TO THE POINT OF BEGINNING.

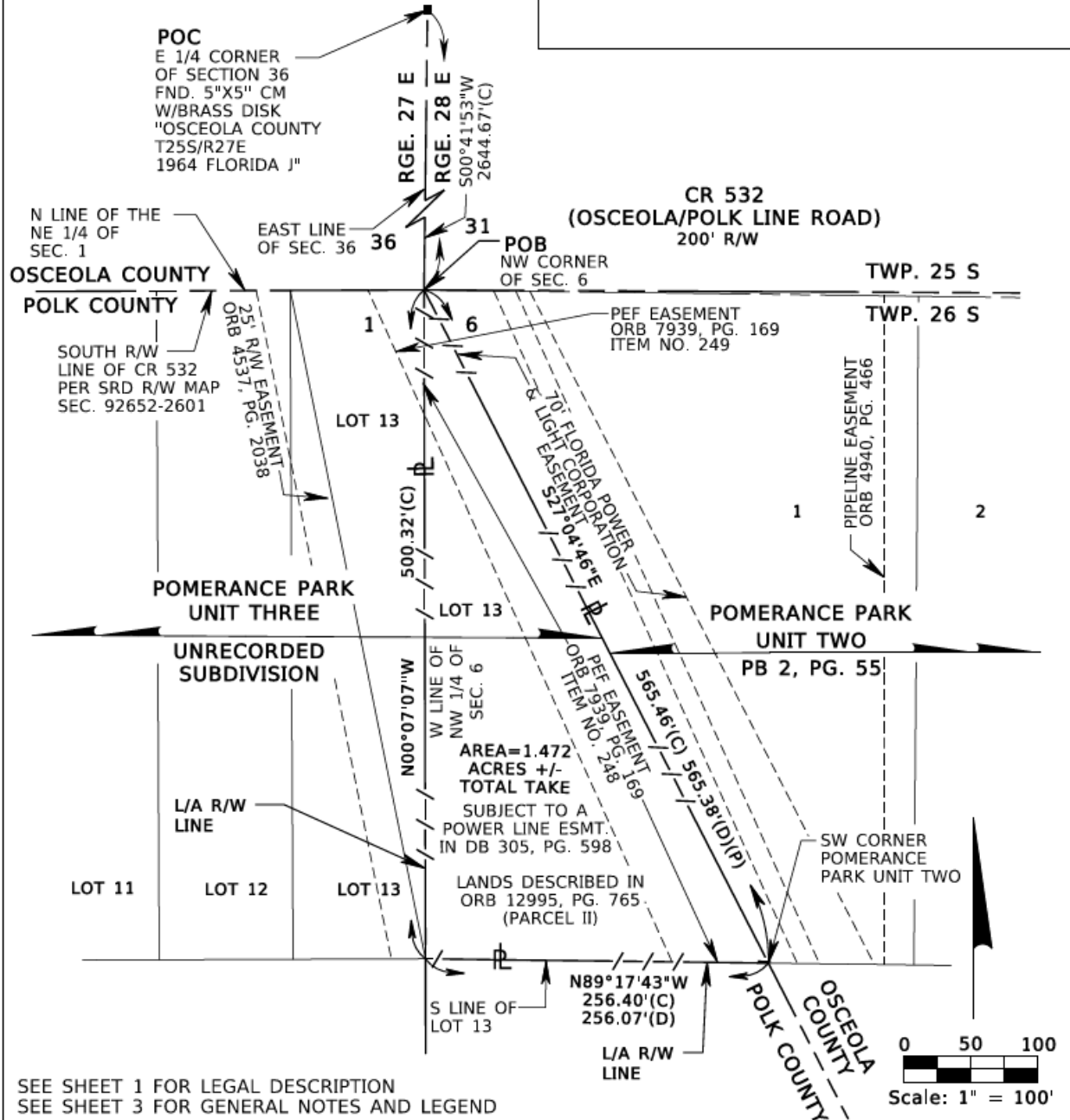
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.472 ACRES, MORE OR LESS.

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

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY			
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY			
REVISED LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/26/2024	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
RENAME 53-235B TO 53-218D	D.WILLIAMS	07/26/2024	DRAWN	J. J PIERRE	03/06/2023	
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024	CHECKED	M. SHATTO	03/14/2023	
REVISION	BY	DATE	SECTION N/A			
			SHEET 1 OF 3			

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218D**



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 LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/26/2024	BY
RENAME 53-235B TO 53-218D	D.WILLIAMS	07/26/2024	DATE
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024	BY
REVISION	BY	DATE	CHECKED
			M. SHATTO
			03/14/2023
			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
			SECTION N/A
			SHEET 2 OF 3

GENERAL NOTES

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:
28-26-06-000000-033050
27-26-01-000000-011050
28-26-06-000000-033020

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 _____, 202__ (the “**Effective Date**”), by **Mario Chiuccariello, Trustee of Charlotte Realty Trust, u/d/t dated Jan. 17, 2024**, whose address is 38 Church Street, Winchester, Massachusetts, 01890 (“**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 Polk 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.

Grantor hereby agrees, acknowledges and understands that the Property is being acquired by Grantee in connection with a planned limited access highway project, and Grantee has the right, at any time, to record and establish the limited-access lines on and along real property owned by Grantee adjacent to any other real property owned or retained by the Grantor located adjacent to the any of Grantor’s property. Grantor hereby waives and disclaims any claim against Grantee, in law or in equity, based upon the establishment of the limited-access lines. In no event shall Grantee be liable for any claims or damages based on the establishment of the limited-access lines, including, without limitation, any monetary, incidental, special, exemplary or consequential damages.

Grantor hereby releases and forever discharges Grantee, of and from all claims in law or in equity, which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against Grantee for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor’s conveyance of the Property, including, without limitation, any claim for loss of access to Grantor’s remaining property, severance damages to Grantor’s remaining property, loss or diminution of access, light, air or view, business damages or any other damages.

[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:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 202__, by Mario Chiuccariello, individually and as Trustee of Charlotte Realty Trust, u/d/t dated Jan. 17, 2024, who is personally known to me OR produced _____ as identification.

“GRANTOR”

Charlotte Realty Trust, u/d/t dated Jan. 17, 2024

By: _____
Mario Chiuccariello, Individually and as
Trustee

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

EXHIBIT "D"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

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

FROM:

SUBJECT: CFX of _____ County Parcel Identification Number

sed 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:

Name

Address

(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:

“SELLER”

a _____

By:_____

Print Name:_____

Title:_____

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to before me by means of [] physical presence or []
online notarization on this ____ day of _____, 202__, by _____
as _____ of _____, a _____, 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:_____

D.2.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Angela J. Wallace *Angela J. Wallace*
General Counsel

DATE: February 14, 2025

SUBJECT: Resolution Declaring Property as Surplus Property Available for Sale
SR 408, Project 2.1, Parcel Numbers: 312-1 and 312-2

Central Florida Expressway Authority's predecessor in interest (now "CFX") acquired various real properties for the construction of State Road (SR) 408, Project 2.1 and associated facilities (collectively, the "Expressway Facilities"). Coordination regarding the construction of the Expressway Facilities, the Florida Department of Transportation's ("FDOT") I-4 Ultimate project, and the City of Orlando's Hicks Avenue Extension, resulted in the relocation, reconfiguration, and realignment of certain roadways. When the construction of the reconfigurations were complete, CFX retained fee simple ownership of certain real property for the Expressway Facilities, including Parcel Numbers 312-1 and 312-2 (collectively "CFX Parcels") acquired for SR 408 Project 2.1, that were no longer needed for the Expressway System. The CFX Parcels are more particularly depicted on the map attached hereto as Attachment "A" ("Map").

Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual, CFX staff and CFX's General Engineering Consultant ("GEC") have examined the CFX Parcels and determined that the CFX Parcels are not needed to support existing Expressway Facilities. Accordingly, CFX's GEC has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System. A copy of the certification is attached hereto as Attachment "B". A copy of the draft resolution declaring the CFX Parcels as surplus is attached hereto as Attachment "C".

REQUEST:

A recommendation by the Right-of-Way Committee for CFX Board's approval of the Resolution Declaring Property as Surplus Property Available for Sale.

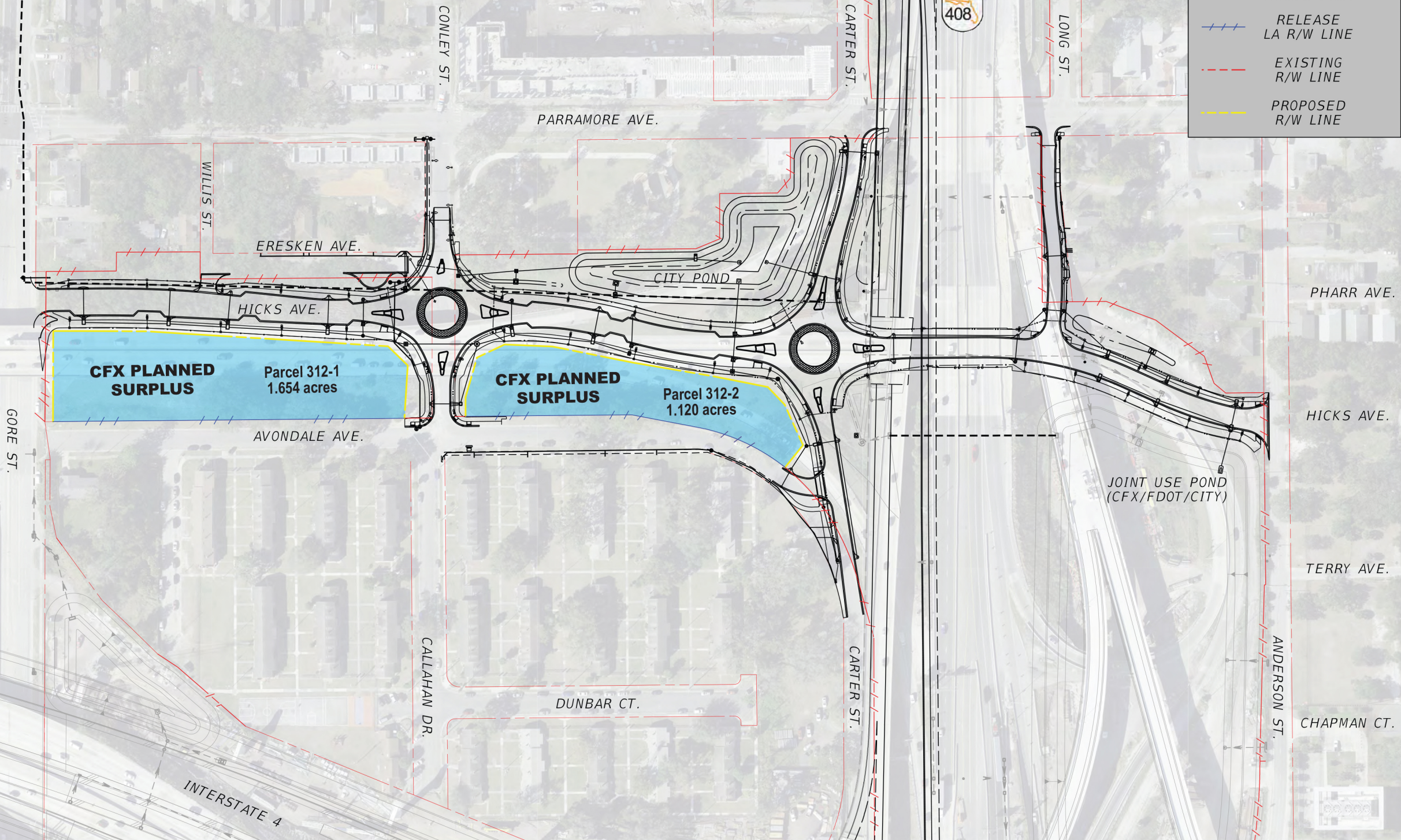
ATTACHMENTS:

- A. Map
- B. Certificate from CFX's General Engineering Consultant
- C. Resolution Declaring Property as Surplus Property Available for Sale

ATTACHMENT A

LEGEND

- EXISTING LA R/W LINE
- RELEASE LA R/W LINE
- EXISTING R/W LINE
- PROPOSED R/W LINE





February 25, 2025

Mr. Glenn Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: SURPLUS PROPERTY
SR 408, Project 2.1
CFX Parcels – 312-1 and 312-2

Dear Mr. Pressimone:

On behalf of Dewberry Engineers Inc., as Consulting Engineer (the “Consulting Engineer”) to the Central Florida Expressway Authority (“CFX”) does hereby certify as follows:

1. We have reviewed the limits of the parcels described in Exhibit A attached. The improvements associated with the FDOT’s I-4 Ultimate project and the City of Orlando’s Hicks Avenue Extension resulted in these parcels, acquired for the SR 408 Project 2.1 parcel numbers no longer needed for the CFX system. The following summarizes the relationship between the Project 2.1 parcel numbers, and original lot numbers and the subject combined surplus project parcels:
2. **Legal Description for Parcel 312-1** includes a portion of **2-48** (Lot 1), all of **2-49** (Lot 2), **2-50** (Lots 3, 4 & 5), **2-52** (Lots 6 & 7), **2-53** (Lot 8), **2-54** (Lot 9), **2-55** (Lot 10), **2-56** (Lot 11), portions of **2-57** (Lot 12), **2-58** (Lot 13), **2-59** (Lot 14), **2-60** (Lot 15), and portions of the former public road rights-of-way.
3. **Legal Description for Parcel 312-2** includes portions of **2-74** (Lot 19), **2-75** (Lot 18), **2-76** (Lot 17), **2-77** (Lot 16), **2-78** (Lot 15), **2-80** (Lot 14), **2-81** (Lot 13), **2-82** (Lot 12), **2-83** (Lot 11), **2-84** (Lot 10), **2-85** (Lot 9), **2-86** (Lot 8), **2-87** (Lot 7), **2-101** (Lot 6), **2-110** (Lots 3 & 4) and portions of the former public road rights-of-way.
4. In our opinion, we certify that the areas described are no longer essential for the operation of the CFX system and sale of these parcel areas would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
5. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX’s Amended and Restated Master Bond Resolution and the requirements set forth in CFX’s Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Angela Wallace, CFX (w/ enc.)
David Falk, P.E. CFX (w/ enc.)

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DECLARING PROPERTY AS SURPLUS PROPERTY
AVAILABLE FOR SALE**

WHEREAS, the Central Florida Expressway Authority (“CFX”), is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facilities”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Property Acquisition, Disposition & Permitting Policy (“ROW Policy”) and that certain Property Acquisition, Disposition and Permitting Procedures Manual (“ROW Manual”), which ROW Policy and ROW Manual provide for the disposal of real property unnecessary or unsuitable for CFX’s use; and

WHEREAS, pursuant to the ROW Manual, where real property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes, the CFX Board may declare such property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, CFX staff and its General Engineering Consultant have examined the Expressway Facilities for State Road (“S.R.”) 408 improvements associated with the Florida Department of Transportation’s (“FDOT”) I-4 Ultimate project and the City of Orlando’s Hicks Avenue Extension and determined that Parcel 312-1 consisting of approximately 1.654 acres of real property and Parcel 312-2 consisting of approximately 1.120 acres, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“Parcels”) are not needed to support existing Expressway Facilities; and

WHEREAS, CFX's General Engineering Consultant has certified that the Parcels are not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the Parcels would not impede or restrict the Expressway System; and

WHEREAS, CFX’s Right of Way Committee has determined that it is in the best interest of CFX and the public to designate the Parcels as Excess Property; and

WHEREAS, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that the CFX Board adopt a resolution declaring the Parcels to be Surplus Property; and

WHEREAS, the CFX Parcels shall be disposed of in accordance with the terms of the ROW Policy and ROW Manual.

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

1. CFX hereby declares that the Parcels identified in **Exhibit “A”** attached hereto (“Parcels”) are not essential for present or future construction, operation or maintenance of the Expressway Facilities or essential for CFX purposes and are Excess Property.

2. CFX hereby finds that it is in the best interest of CFX and the public to declare the Parcels as Surplus Property, and CFX hereby declares the Parcels as Surplus Property available for sale.

3. CFX hereby finds that it is in the interest of both CFX and the public to dispose of the Surplus Property in accordance with the terms of the ROW Manual.

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

ADOPTED this _____ day of _____ 2025.

Christopher Maier, Chairman

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

Approved as to form and legality

Angela J. Wallace
General Counsel

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE ES
PROJECT NO. 408-312B
PARCEL NO. 312-1 PART A
PURPOSE: DECLARE AS SURPLUS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:
PART A

A parcel of land lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 12.75 feet to the POINT OF BEGINNING; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, run North 89°49'50" West, a distance of 142.62 feet; thence North 00°09'30" East, a distance of 147.89 feet; thence North 03°33'56" East, a distance of 379.72 feet; thence North 44°13'49" East, a distance of 43.33 feet; thence South 86°23'42" East, a distance of 83.28 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector; thence run South 00°32'39" East along said Easterly Limited Access Right of Way line, a distance of 553.14 feet to the POINT OF BEGINNING.

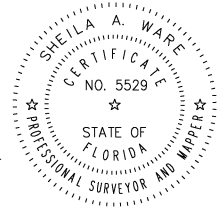
Containing 1.654 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF CERTIFICATE OF TITLE.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT DERIVING A BEARING OF SOUTH 89°46'47" EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75280, FP NO. 242484-4.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 12/02/2024 PER FAC 5J-17.062(2).


I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



SHEILA A. WARE, PSM
LICENSE NO. 5529

SEE SHEET 4 FOR LEGEND
SEE SHEET 4 FOR SKETCH OF DESCRIPTION

DATE	JANUARY 08, 2025	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 312-1
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE	 Dewberry	SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
DEWBERRY PROJECT NO.	50088264			800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-1 PART B
PURPOSE: ESTABLISH R/W LINE
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


PART B

A portion of land along the following described line lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 12.75 feet to the POINT OF BEGINNING; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, run North 89°49'50" West, a distance of 142.62 feet; thence North 00°09'30" East, a distance of 147.89 feet; thence North 03°33'56" East, a distance of 379.72 feet; thence North 44°13'49" East, a distance of 43.33 feet; thence South 86°23'42" East, a distance of 83.28 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector for the POINT OF TERMINUS.

Establishing Right of Way along a line without area.

SEE SHEET 4 FOR LEGEND
SEE SHEET 5 FOR SKETCH OF DESCRIPTION

DATE	JANUARY 08, 2025	 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 312-1
DRAWN BY	M.ROLLINS				
CHECKED BY	S.WARE				
DEWBERRY PROJECT NO.	50088264				
				SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
					SHEET 2 OF 6
REVISION	BY	DATE			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-1 PART C
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


PART C

Release of a portion of the Limited Access Rights along the existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 12.75 feet to the POINT OF BEGINNING; thence continue North 00°32'39" West along said Easterly Limited Access Right of Way line, a distance of 553.14 feet to the POINT OF TERMINUS.

Releasing Limited Access Rights along a line without area.

SEE SHEET 4 FOR LEGEND
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

DATE		JANUARY 08, 2025		<div>Dewberry</div> <div>800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120</div>	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 312-1
DRAWN BY		M.ROLLINS					
CHECKED BY		S.WARE					
DEWBERRY PROJECT NO.		50088264					
REVISION		BY	DATE				SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA
							SHEET 3 OF 6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-1 PART A
PURPOSE: DECLARE AS SURPLUS
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

AC	= ACRES
CB	= CHORD BEARING
CD	= CHORD DISTANCE
CM	= CONCRETE MONUMENT
CMD	= CONCRETE MONUMENT WITH DISK
COR	= CORNER
C.I.P.	= CAPITAL IMPROVEMENT PROGRAM
(D)	= DEED DATA
DB	= DEED BOOK
ESMT	= EASEMENT
EXIST.	= EXISTING
(F)	= FIELD DATA
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION
FP	= FINANCIAL PROJECT
FND	= FOUND
ID	= IDENTIFICATION
L	= ARC LENGTH
LA	= LIMITED ACCESS
LB	= LICENSED SURVEY BUSINESS
N/A	= NOT APPLICABLE
NO.	= NUMBER
NT	= NON-TANGENT
NTS	= NOT TO SCALE
ORB	= OFFICIAL RECORDS BOOK
(P)	= PLAT DATA
PB	= PLAT BOOK
PG/PGS	= PAGE / PAGES
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PROJ.	= PROJECT
PSM	= PROFESSIONAL SURVEYOR AND MAPPER
R	= RADIUS
RGE	= RANGE
R/W	= RIGHT OF WAY
SF	= SQUARE FEET
SEC	= SECTION
SR	= STATE ROAD
TB	= TANGENT BEARING
TWP	= TOWNSHIP
W/	= WITH
Δ	= DELTA (CENTRAL ANGLE)
±	= MORE OR LESS
⊙	= CHANGE IN DIRECTION

SCALE: 1" = 100'

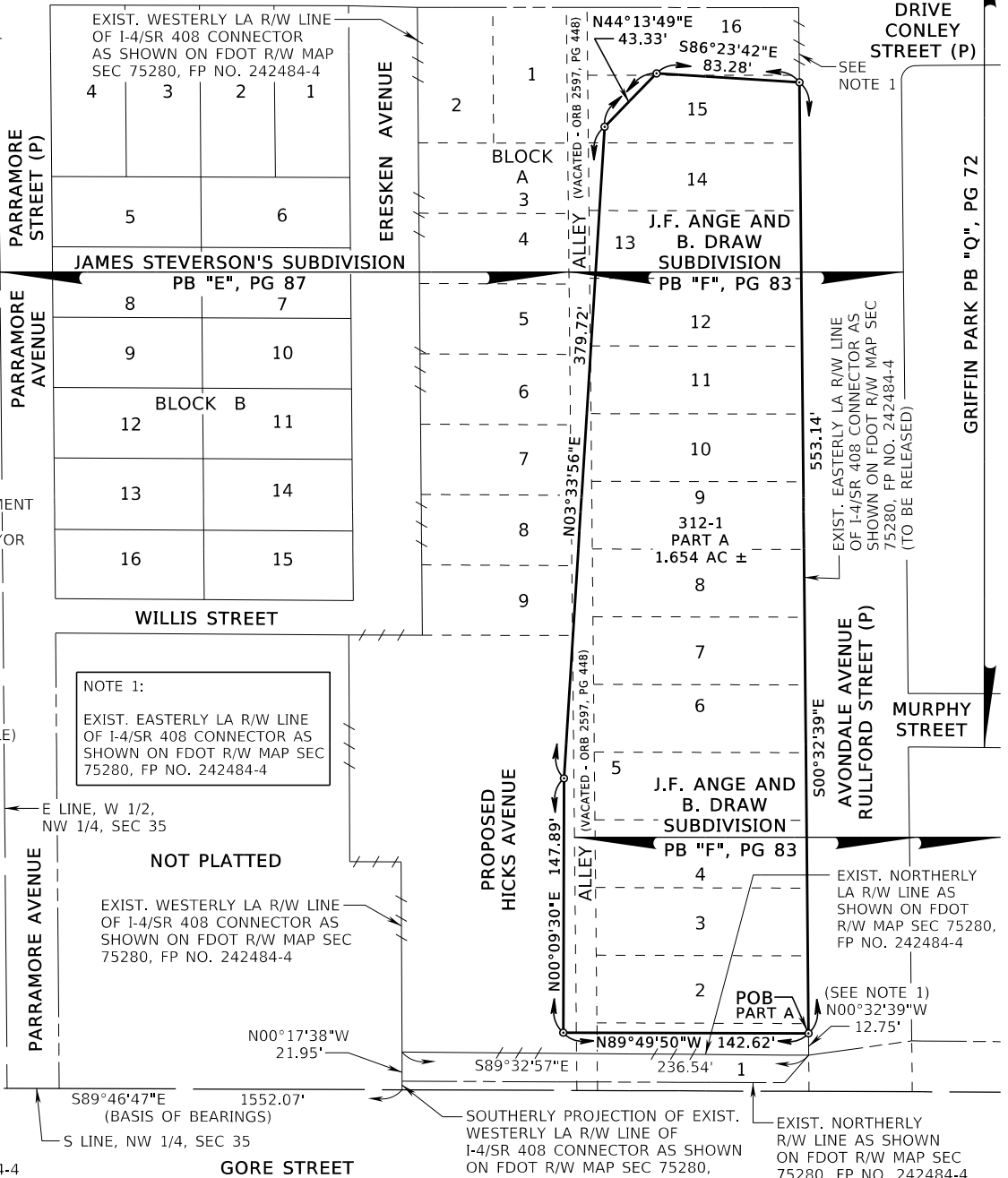
0 50 100

SEC 35,
TWP 22 SOUTH,
RGE 29 EAST

POC PART A
SW COR, NW 1/4, SEC 35
AS SHOWN ON FDOT R/W
MAP SEC 75280, FP NO. 242484-4

NOT PLATTED

CONLEY STREET
JOHNS STREET (P)



SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	JANUARY 08, 2025	
DRAWN BY	M.ROLLINS	
CHECKED BY	S.WARE	
DEWBERRY PROJECT NO.	50088264	
REVISION	BY	DATE

CERTIFICATION OF
AUTHORIZATION NO. LB 8011



Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-1

SCALE: 1"=100'

SHEET 4 OF 6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-1 PART B
PURPOSE: ESTABLISH R/W LINE
ESTATE: FEE SIMPLE

NOT PLATTED

CONLEY STREET
JOHNS STREET (P)

19 J.E. SPURLING'S
SUBDIVISION
PB "G", PG 135
20

CALAHAN
DRIVE
CONLEY
STREET (P)

PARRAMORE
STREET (P)

PARRAMORE
AVENUE

PARRAMORE
AVENUE

ERESKEN
AVENUE

PROPOSED
HICKS AVENUE

POINT OF
TERMINUS
PART B

GRIFFIN PARK PB "Q", PG 72

AVONDALE AVENUE
RULLFORD STREET (P)

MURPHY
STREET

EXIST. WESTERLY LA R/W LINE
OF I-4/SR 408 CONNECTOR
AS SHOWN ON FDOT R/W MAP
SEC 75280, FP NO. 242484-4

JAMES STEVERSON'S SUBDIVISION
PB "E", PG 87

WILLIS STREET

NOTE 1:
EXIST. EASTERLY LA R/W LINE
OF I-4/SR 408 CONNECTOR AS
SHOWN ON FDOT R/W MAP SEC
75280, FP NO. 242484-4

NOT PLATTED

EXIST. WESTERLY LA R/W LINE
OF I-4/SR 408 CONNECTOR AS
SHOWN ON FDOT R/W MAP SEC
75280, FP NO. 242484-4

N00°17'38"W
21.95'

S89°46'47"E
1552.07'
(BASIS OF BEARINGS)

S LINE, NW 1/4, SEC 35

GORE STREET

N44°13'49"E
43.33'
S86°23'42"E
83.28'

R/W LINE

J.F. ANGE AND
B. DRAW
SUBDIVISION
PB "F", PG 83

N03°33'56"E
379.72'

J.F. ANGE AND
B. DRAW
SUBDIVISION
PB "F", PG 83

N00°09'30"E
147.89'

N89°49'50"W
142.62'

S89°32'57"E
236.54'

EXIST. EASTERLY LA R/W LINE
OF I-4/SR 408 CONNECTOR AS
SHOWN ON FDOT R/W MAP SEC
75280, FP NO. 242484-4
(TO BE RELEASED)

EXIST. NORTHERLY
LA R/W LINE AS
SHOWN ON FDOT
R/W MAP SEC 75280,
FP NO. 242484-4

(SEE NOTE 1)
N00°32'39"W
12.75'

EXIST. NORTHERLY
R/W LINE AS SHOWN
ON FDOT R/W MAP SEC
75280, FP NO. 242484-4

SCALE: 1" = 100'

0 50 100

SEC 35,
TWP 22 SOUTH,
RGE 29 EAST

POC PART B
SW COR, NW 1/4, SEC 35
AS SHOWN ON FDOT R/W
MAP SEC 75280, FP NO. 242484-4

SEE SHEET 4 FOR LEGEND
SEE SHEET 2 FOR LEGAL DESCRIPTION

DATE	JANUARY 08, 2025	
DRAWN BY	M.ROLLINS	
CHECKED BY	S.WARE	
DEWBERRY PROJECT NO.	50088264	
REVISION	BY	DATE

CERTIFICATION OF
AUTHORIZATION NO. LB 8011



800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-1

SCALE: 1"=100'

SHEET 5 OF 6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-1 PART C
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

NOT PLATTED

CONLEY STREET
JOHNS STREET (P)

19 J.E. SPURLING'S
SUBDIVISION
PB "G", PG 135
20

CALAHAN
DRIVE
CONLEY
STREET (P)

PARRAMORE
STREET (P)

PARRAMORE
AVENUE

PARRAMORE
AVENUE

EXIST. WESTERLY LA R/W LINE
OF I-4/SR 408 CONNECTOR
AS SHOWN ON FDOT R/W MAP
SEC 75280, FP NO. 242484-4

JAMES STEVERSON'S SUBDIVISION
PB "E", PG 87

WILLIS STREET

NOTE 1:
EXIST. EASTERLY LA R/W LINE
OF I-4/SR 408 CONNECTOR AS
SHOWN ON FDOT R/W MAP SEC
75280, FP NO. 242484-4

E LINE, W 1/2,
NW 1/4, SEC 35

NOT PLATTED

EXIST. WESTERLY LA R/W LINE
OF I-4/SR 408 CONNECTOR AS
SHOWN ON FDOT R/W MAP SEC
75280, FP NO. 242484-4

GORE STREET

ERESKEN AVENUE

PROPOSED
HICKS AVENUE

ALLEY (VACATED - ORB 2597, PG 448)

J.F. ANGE AND
B. DRAW
SUBDIVISION
PB "F", PG 83

EXIST. EASTERLY LA R/W LINE
OF I-4/SR 408 CONNECTOR AS
SHOWN ON FDOT R/W MAP SEC
75280, FP NO. 242484-4
(TO BE RELEASED)

AVONDALE AVENUE
RULLFORD STREET (P)

MURPHY STREET

GRIFFIN PARK PB "Q", PG 72

SCALE: 1" = 100'

0 50 100

SEC 35,
TWP 22 SOUTH,
RGE 29 EAST

POC PART C
SW COR, NW 1/4, SEC 35
AS SHOWN ON FDOT R/W
MAP SEC 75280, FP NO. 242484-4

N00°17'38"W
21.95'

S89°46'47"E
1552.07'
(BASIS OF BEARINGS)

S LINE, NW 1/4, SEC 35

SOUTHERLY PROJECTION OF EXIST.
WESTERLY LA R/W LINE OF
I-4/SR 408 CONNECTOR AS SHOWN
ON FDOT R/W MAP SEC 75280,
FP NO. 242484-4

EXIST. NORTHERLY
R/W LINE AS SHOWN
ON FDOT R/W MAP SEC
75280, FP NO. 242484-4

(SEE NOTE 1)
N00°32'39"W
12.75'

SEE SHEET 4 FOR LEGEND
SEE SHEET 3 FOR LEGAL DESCRIPTION

DATE		JANUARY 08, 2025	
DRAWN BY		M.ROLLINS	
CHECKED BY		S.WARE	
DEWBERRY PROJECT NO.		50088264	
REVISION		BY	DATE

CERTIFICATION OF
AUTHORIZATION NO. LB 8011



Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 408 AT HICKS AVENUE
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
312-1

SCALE: 1"=100'

SHEET 6 OF 6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-2 PART A
PURPOSE: DECLARE AS SURPLUS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A
A parcel of land lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Right of Way line of the I-4/State Road 408 Connector; thence departing said North Right of Way line of Conley Street, run North 00°30'53" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 16.90 feet to the POINT OF BEGINNING; thence departing said Easterly Limited Access Right of Way line, run South 89°57'14" West, a distance of 30.31 feet; thence North 73°53'14" West, a distance of 64.70 feet; thence North 25°30'20" West, a distance of 47.86 feet; thence North 02°23'43" East, a distance of 75.69 feet; thence North 11°17'44" East, a distance of 129.66 feet; thence North 09°42'13" East, a distance of 126.66 feet; thence North 11°06'05" East, a distance of 88.55 feet; thence North 46°18'06" East, a distance of 38.40 feet; thence North 65°37'23" East, a distance of 69.92 feet; thence South 51°11'17" East, a distance of 44.96 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, being a point on a non-tangent curve, concave Southeasterly, having a radius of 316.00 feet, a chord distance of 150.89 feet and a chord bearing of South 24°38'38" West; thence run along said Easterly Limited Access Right of Way line the following three (3) courses: thence from a tangent bearing of South 38°27'22" West run Southwesterly along the arc of said curve through a central angle of 27°37'29", a distance of 152.36 feet; thence departing said curve along a non-tangent line, run South 10°46'34" West, a distance of 105.88 feet; thence South 00°30'53" East, a distance of 261.70 feet to the POINT OF BEGINNING.

Containing 1.120 acres, more or less.

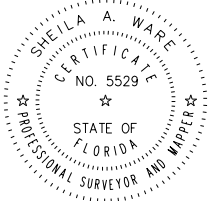
NOTES:


1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF CERTIFICATE OF TITLE.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT DERIVING A BEARING OF SOUTH 89°46'47" EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75280, FP NO. 242484-4.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 12/02/2024 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

SHEILA A. WARE, PSM
LICENSE NO. 5529



SEE SHEET 4 FOR LEGEND SEE SHEETS 4 & 5 FOR SKETCH OF DESCRIPTION				
DATE	JANUARY 08, 2025	<div>CERTIFICATION OF AUTHORIZATION NO. LB 8011</div> <div> Dewberry</div> <div>800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120</div>	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 312-2
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE			
DEWBERRY PROJECT NO.	50088264			
			SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
				SHEET 1 OF 7
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-2 PART B
PURPOSE: ESTABLISH R/W LINE
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


PART B

A portion of land along the following described line lying within the existing Limited Access Right of Way of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Right of Way line of the I-4/State Road 408 Connector; thence departing said North Right of Way line of Conley Street, run North 00°30'53" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 16.90 feet to the POINT OF BEGINNING; thence departing said Easterly Limited Access Right of Way line, run South 89°57'14" West, a distance of 30.31 feet; thence North 73°53'14" West, a distance of 64.70 feet; thence North 25°30'20" West, a distance of 47.86 feet; thence North 02°23'43" East, a distance of 75.69 feet; thence North 11°17'44" East, a distance of 129.66 feet; thence North 09°42'13" East, a distance of 126.66 feet; thence North 11°06'05" East, a distance of 88.55 feet; thence North 46°18'06" East, a distance of 38.40 feet; thence North 65°37'23" East, a distance of 69.92 feet; thence South 51°11'17" East, a distance of 44.96 feet to a point on aforesaid Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector for the POINT OF TERMINUS.

Establishing Right of Way along a line without area.

SEE SHEET 4 FOR LEGEND
SEE SHEETS 4 & 6 FOR SKETCH OF DESCRIPTION

DATE	JANUARY 08, 2025	 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 312-2
DRAWN BY	M.ROLLINS				
CHECKED BY	S.WARE				
DEWBERRY PROJECT NO.	50088264				
				SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
REVISION	BY	DATE			SHEET 2 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-2 PART C
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:
PART C

Release of a portion of the Limited Access Rights along the existing Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4, located in the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

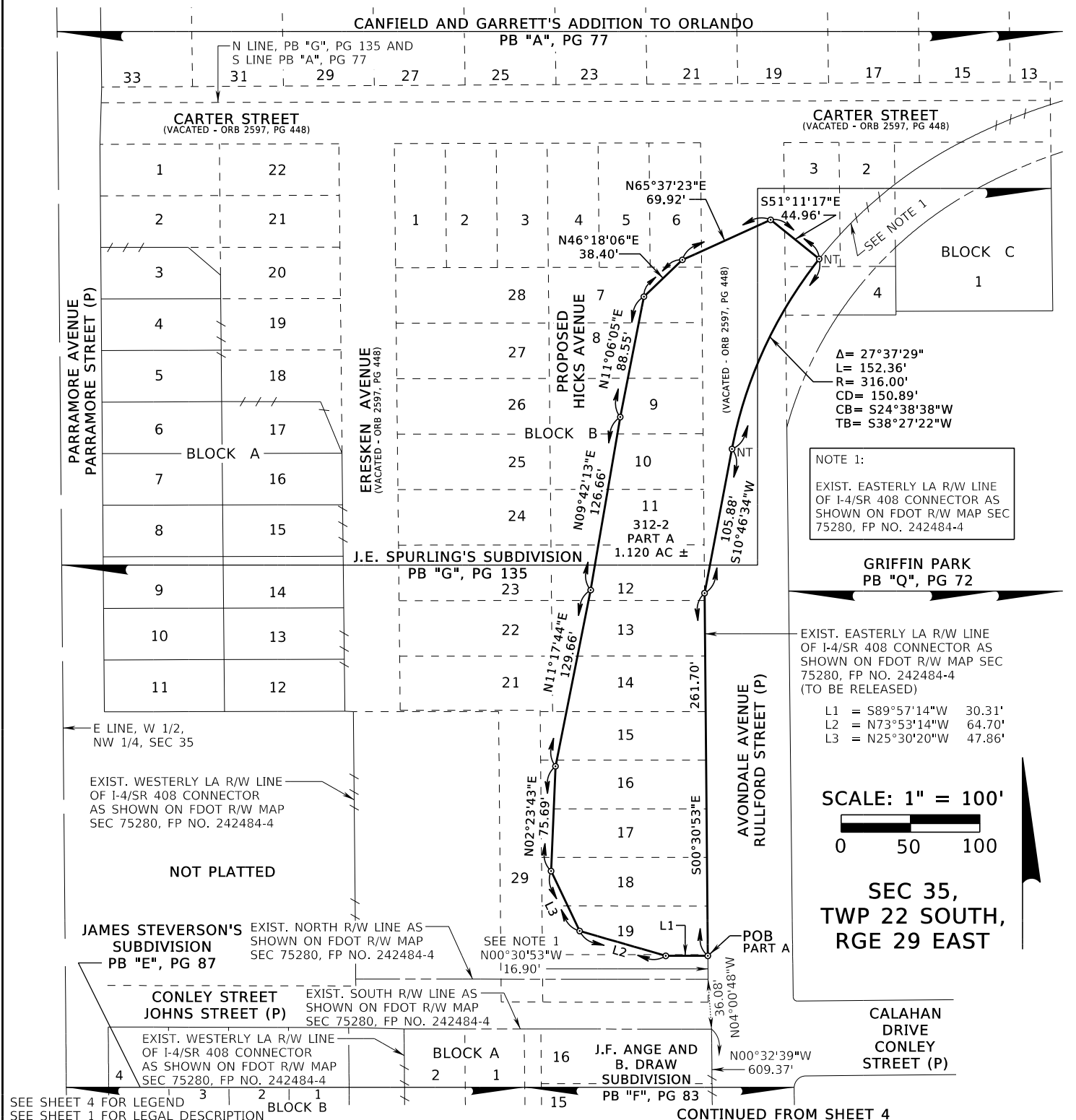
Commence at the Southwest corner of the Northwest 1/4 of Section 35, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project Number 242484-4; thence run South 89°46'47" East along the South line of said Northwest 1/4, a distance of 1552.07 feet to a point on the Southerly projection of the existing Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector as shown on said Right of Way Map; thence departing said South line, run North 00°17'38" West along said Southerly projection and along said Westerly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 21.95 feet to a point on the existing Northerly Limited Access Right of Way line of Gore Street as shown on said Right of Way Map; thence departing said Westerly Limited Access Right of Way line, run South 89°32'57" East along said Northerly Limited Access Right of Way line of Gore Street, a distance of 236.54 feet to a point on the existing Easterly Limited Access Right of Way line of said I-4/State Road 408 Connector; thence departing said Northerly Limited Access Right of Way line of Gore Street, run North 00°32'39" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 609.37 feet to a point on the existing South Right of Way line of Conley Street as shown on said Right of Way Map; thence departing said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector and said South Right of Way line of Conley Street, run North 04°00'48" West, a distance of 36.08 feet to a point on the existing North Right of Way line of said Conley Street and said existing Easterly Right of Way line of the I-4/State Road 408 Connector; thence departing said North Right of Way line of Conley Street, run North 00°30'53" West along said Easterly Limited Access Right of Way line of the I-4/State Road 408 Connector, a distance of 16.90 feet to the POINT OF BEGINNING; thence run along said Easterly Limited Access Right of Way line the following three (3) courses: thence continue North 00°30'53" West, a distance of 261.70 feet; thence North 10°46'34" East, a distance of 105.88 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 316.00 feet, a chord distance of 150.89 feet and a chord bearing of North 24°38'38" East; thence from a tangent bearing of North 10°49'53" East run Northeasterly along the arc of said curve through a central angle of 27°37'29", a distance of 152.36 feet to the POINT OF TERMINUS.


Releasing Limited Access Rights along a line without area.

SEE SHEET 4 FOR LEGEND
SEE SHEETS 4 & 7 FOR SKETCH OF DESCRIPTION

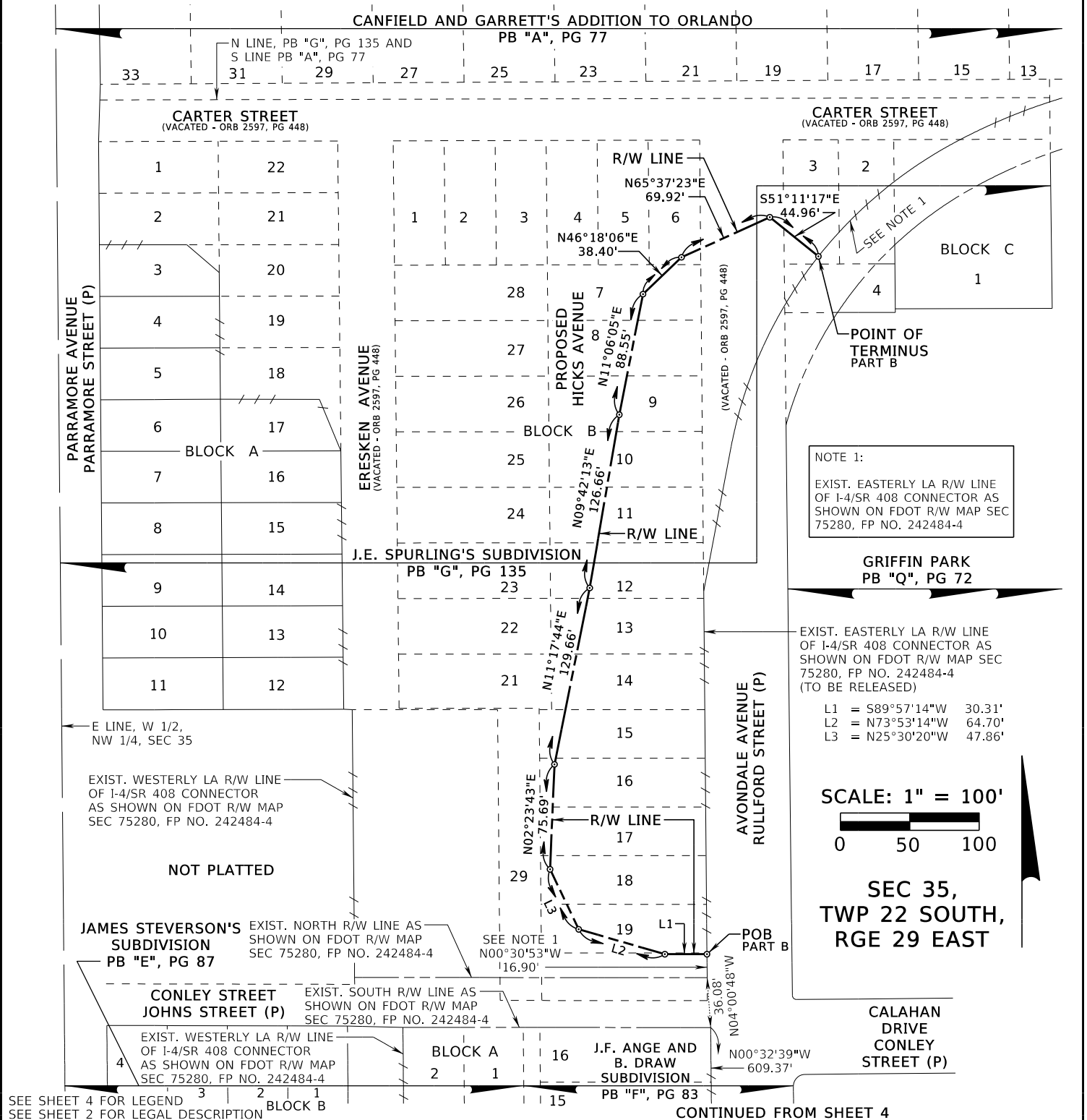
DATE			JANUARY 08, 2025			<div>Dewberry</div> <div>800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120</div>	CERTIFICATION OF AUTHORIZATION NO. LB 8011		SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)		PARCEL 312-2	
DRAWN BY			M.ROLLINS									
CHECKED BY			S.WARE									
DEWBERRY PROJECT NO.			50088264									
REVISION			BY			DATE			SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA		SCALE: N/A	
											SHEET 3 OF 7	


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-2 PART A
 PURPOSE: DECLARE AS SURPLUS
 ESTATE: FEE SIMPLE



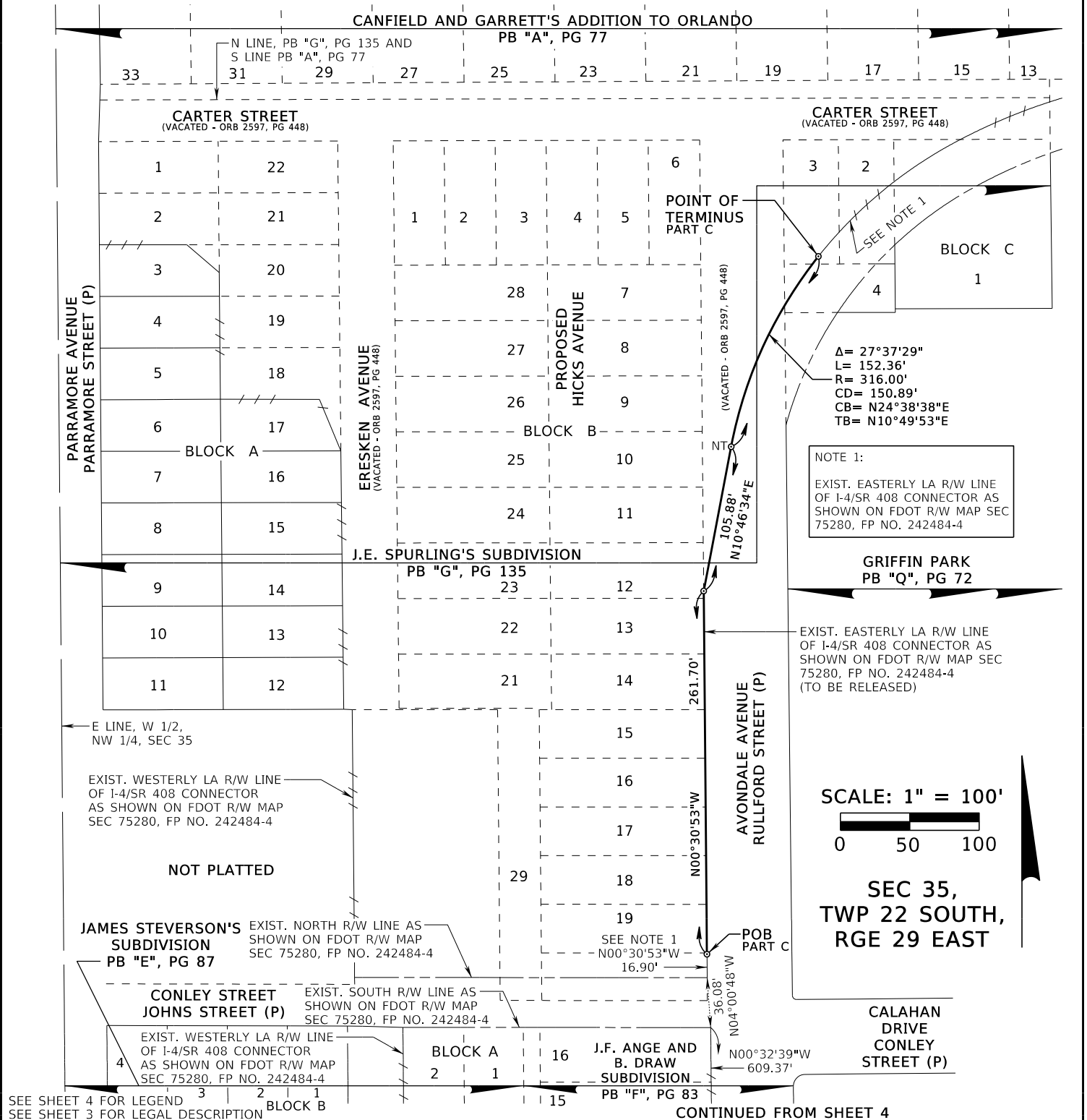
DATE		JANUARY 08, 2025		<div>CERTIFICATION OF AUTHORIZATION NO. LB 8011</div> <div> Dewberry</div> <div>800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120</div>	<div>SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)</div> <div>SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</div>		PARCEL 312-2	
DRAWN BY		M.ROLLINS					SCALE: 1"=100'	
CHECKED BY		S.WARE			SHEET 5 OF 7			
DEWBERRY PROJECT NO.		50088264						
REVISION		BY					DATE	


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 408 AT HICKS AVENUE
 PROJECT NO. 408-312B
 PARCEL NO. 312-2 PART B
 PURPOSE: ESTABLISH R/W LINE
 ESTATE: FEE SIMPLE



DATE		JANUARY 08, 2025		<div>CERTIFICATION OF AUTHORIZATION NO. LB 8011</div> <div> Dewberry</div> <div>800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120</div>	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)		PARCEL 312-2	
DRAWN BY		M.ROLLINS					SCALE: 1"=100'	
CHECKED BY		S.WARE						
DEWBERRY PROJECT NO.		50088264						
					SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA		SHEET 6 OF 7	
REVISION		BY		DATE				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 408 AT HICKS AVENUE
PROJECT NO. 408-312B
PARCEL NO. 312-2 PART C
PURPOSE: RELEASE LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE



DATE		JANUARY 08, 2025		<div>CERTIFICATION OF AUTHORIZATION NO. LB 8011</div> <div> Dewberry</div> <div>800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120</div>	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)		PARCEL 312-2	
DRAWN BY		M.ROLLINS					SCALE: 1"=100'	
CHECKED BY		S.WARE			SR 408 AT HICKS AVENUE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA		SHEET 7 OF 7	
DEWBERRY PROJECT NO.		50088264						
REVISION		BY		DATE				